AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
July 8, 2024
6:00 P.M. - General Session

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 AMENDMENT

- Submitted public comments attached to Agenda Item No. 11
- Presentation slides added as attachment to Agenda Item No. 11

CALL TO ORDER

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

PRESENTATIONS

Introduction of New City Employees

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.

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. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. Approve Minutes - Meetings of May 13, May 23, and May 28, 2024

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

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

3. Accept the Community Center Roof Replacement, Project 329

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Community Center Roof Replacement, Project 329, in the amount of $522,610.52 and approve the final payment of $26,130.53 to Rite-Way Roof Corporation; and

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

4. Approve an Agreement and Task Order for On-Call Stormwater/Water Quality Program Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve an agreement for on-call stormwater/water quality program services with Charles Abbott Associates, Inc., and;

2. Approve a task order to Charles Abbott Associates, Inc. not to exceed $162,950 to perform stormwater/water quality program services from August 1, 2024 through June 30, 2025.

5. Approve Agreements to Replace the Roof and HVAC of a City-Owned Building at 10161 Moody Street (Cedar Glen Park), Project 378

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve an Agreement for Construction Services with MDJ Management, LLC., for $507,766.02, and authorize a contingency of $76,000; and

2. Approve a Task Order for Construction Inspection Services to FCG Consultants, Inc., for $49,265.70, and authorize a contingency of $7,400; and

3. Appropriate $640,432 in the City Capital Projects Fund for the Roof and HVAC Replacement at 10161 Moody Street (Cedar Glen Park), Project 378; and

4. Transfer $620,432 from the Infrastructure Reserve Fund to the City Capital Projects Fund for Project 378; and

5. Increase estimated revenues by $20,000 in the City Capital Projects Fund.

6. Adopt an Ordinance Approving Electronic and Paper Methods of Filing Campaign Finance Disclosure Statements

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve the second reading and adopt an Ordinance relating to campaign finance reporting and approving electronic and paper methods of filing campaign finance disclosure statements.

7. Adopt a Resolution Approving a Three-Year Memorandum of Understanding with the Cypress Employees' Association

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

Recommendation:

1. Adopt a Resolution approving a Memorandum of Understanding with the Cypress Employees' Association from July 1, 2024 through June 30, 2027; and

2. Approve a $125,000 appropriation in the General Fund for FY 2024-25 salary and benefit costs which exceed the adopted budget.

8. Approve an Agreement Renewing Computer Security Monitoring Services

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

Recommendation: Approve a three-year agreement with SHI International Corp. for $42,834.13 to renew the CrowdStrike Computer Security Monitoring Services subscription.

9. Adopt a Resolution approving the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with Kroger Co. to Resolve Lawsuits Accusing Pharmacy Chains of Mishandling Opioid Pain Drugs

Prepared by: Peter Grant, City Manager

Recommendation: Adopt a Resolution authorizing the City to enter into the Settlement Agreement with Kroger Co. to resolve lawsuits accusing pharmacy chains of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and authorize entry into the related State-Subdivision Agreement with the Attorney General.

10. Receive and File the Police Department's Annual Military Equipment Report Per California Assembly Bill 481

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Receive and file the Police Department's Annual Military Equipment Report per California Assembly Bill 481; and

2. Approve a renewal of the military equipment policy previously adopted by City Council Ordinance No. 1194.

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.

11. Adopt Resolutions to Implement the 2021-2029 Housing Element, Certify the Housing Element Implementation Program Environmental Impact Report, and Hold a General Municipal Election on November 5, 2024

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Adopt a Resolution certifying the Housing Element Implementation Program Environmental Impact Report, approving the Findings of Fact, Statement of Overriding Consideration, and the Mitigation Monitoring and Reporting Program.

2. Adopt a Resolution ordering the submission to the qualified voters of a measure to consider approval of an Ordinance repealing the Cypress Town Center and Commons Specific Plan 2.0 and adopting the Cypress Town Center Commons Specific Plan 3.0; authorizing the Mayor to submit an argument in favor of the measure, setting priorities for filing a written argument regarding the measure; and directing the City Attorney to prepare an impartial analysis, and providing for the filing of any rebuttal argument.

3. Adopt a Resolution requesting the Board of Supervisors of the County of Orange consolidate a General Municipal Election with the Statewide General Election on November 5, 2024, for the purpose of submitting a Measure to the voters pursuant to Elections Code Section 10403.

NEW BUSINESS

None.

ITEMS REMOVED FROM CONSENT CALENDAR

ITEMS FROM CITY COUNCIL MEMBERS

12. Receive Reports from Council Members Appointed to Represent the City on Organizations and Committees

Agendized by: Mayor Scott Minikus

Recommendation: Receive reports from Council Members appointed to represent the City on organizations and committees.

ORAL COMMUNICATIONS (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 the agenda. 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.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, August 26, 2024, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the Council Chambers and proceed through the Civic Center to the parking lot.

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 and City website not less than 72 hours prior to the meeting. Dated this 3rd day of July, 2024.

_____

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/6414179641731971163**. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. 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 meeting record.

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 442-316-096. 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: Alisha Farnell, City Clerk

DATE: 07/08/2024

SUBJECT: **Approve Minutes - Meetings of May 13, May 23, and May 28, 2024**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

May 13, 2024 Regular Meeting Minutes
May 23, 2024 Special Meeting Minutes
May 28, 2024 Regular Meeting Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
MAY 13, 2024
4:00 P.M. – Closed Session/Workshop
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 4:00 p.m. by Mayor Minikus in the Executive Board Room, 5275 Orange Avenue, Cypress, California.

Pursuant to Government Code section 54953(b), this Regular City Council Meeting included teleconference participation by Council Member Mallari from Amara Resort and Spa – 100 Amara Lane, Sedona, AZ 86336

ROLL CALL

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

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari – via teleconference
Council Member Frances Marquez

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Recreation and Community Services Jeff Draper
Planning Director Alicia Velasco
Chief of Police Mark Lauderback
Assistant Director of Finance and Administrative Services Donnal Mullally
City Engineer Nick Mangkalakiri
Assistant City Engineer Daniel Co
Senior Management Analyst Jason Machado
Office Assistant Christina Dizol

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

None.

WORKSHOP SESSION

Fiscal Year 2024-25 Proposed Budget and Capital Improvement Program

Director of Finance and Administrative Services and City Engineer provided a presentation on this item.

City Council discussion ensued.

No action was taken.

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 Groups:

- Cypress Employees' Association
- Cypress Maintenance Employees' Association
- Executive Management
- Mid-Management
- Confidential

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
Number of Cases: One Case
Potential Defendant: City of Seal Beach

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

Mayor Minikus recessed the meeting at 5:16 p.m.

RECONVENE

Mayor Minikus reconvened the meeting at 6:00 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari – via teleconference

Council Member Frances Marquez

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Recreation and Community Services Jeff Draper
Planning Director Alicia Velasco
Chief of Police Mark Lauderback
City Engineer Nick Mangkalakiri
Assistant City Engineer Daniel Co
Senior Management Analyst Jason Machado
Office Assistant Christina Dizol

INVOCATION Father Binh Nguyen, St. Irenaeus Catholic Church, led the Invocation.

PLEDGE OF ALLEGIANCE Mayor Minikus led the Pledge of Allegiance.

REPORT OF CLOSED SESSION / WORKSHOP

The City Attorney reported that the City Council met in Closed Session and held a discussion on one of the three items listed on the agenda, namely Conference with Legal Counsel – Anticipated Litigation under the heading initiation of litigation, potential defendant City of Seal Beach. He reported that the City Council held a discussion and by motion by Council Member Burke and seconded by Council Member Marquez, the City Council unanimously directed the City Attorney to file a lawsuit, if necessary, against the City of Seal Beach to seek contributions related to a personal injury matter.

The City Attorney stated the City Council will recess back into Closed Session following the open session to continue the discussion of Closed Session items.

The City Attorney then reported that the City Council met in Closed Session on the Conference with Labor Negotiator item and the City Council discussed the matter, provided direction, and no further reportable action was taken. The City Council also discussed the Existing Litigation matter, Southwest Voter Registration Education Project v. City of Cypress and the City Council discussed the matter, provided direction, and no further reportable action was taken.

PRESENTATIONS

The City Council presented a Proclamation to the Public Works Department in recognition of “National Public Works Week”.

The City Council presented a Proclamation to the Police Department in recognition of “National Police Week”.

The Chief of Police introduced Police Officers Brianna Reyes, Cameron Shockey and Nathan Ticorat.

ORAL COMMUNICATIONS ON AGENDA ITEMS

Bob Youngsma, Cypress, spoke regarding Agenda Item No. 4.

Leo Medrano, Cypress, spoke regarding Agenda Item No. 8.

Kyle Chang, Cypress, spoke regarding Agenda Item No. 8.

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.

Council Member Marquez requested to pull Agenda Item No. 6.

A motion was made by Mayor Pro Tem Peat, and seconded by Council Member Marquez, to approve Consent Calendar items No. 1 through 5 and 7 through 9.

The motion was unanimously carried by the following roll call vote:

AYES:	5	COUNCIL MEMBERS: Burke, Mallari, Marquez, Peat and Minikus
NOES:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None

Item No. 1: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 2: Proclaim the Week of May 12-18, 2024 as National Police Week

Recommendation: Proclaim the Week of May 12-18, 2024 as National Police Week

Item No. 3: Proclaim the Week of May 19-25, 2024 as National Public Works Week

Recommendation: Proclaim the week of May 19-25, 2024 as National Public Works Week.

Item No. 4: Approve Plans and Specifications and Award Contracts for Concrete Rehabilitation, Project 356

Recommendation:

1. Approve Plans and Specifications for Concrete Rehabilitation, Project 356; and

2. Award a contract to CJ Concrete Construction Inc. for $515,440, and authorize a contingency of $62,760; and

3. Approve a Task Order for Construction Inspection Services to AKM Consulting Engineers for $74,384 and authorize a contingency of $7,416.

Item No. 5: Accept the Sewer System Improvements, Project 354

Recommendation:

1. Accept the Sewer System Improvements, Project 354, in the amount of $62,575 and approve the final payment of $3,128.75 to Sancon Technologies, Inc.; and

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

Item No. 7: Accept the Donation of GloBug Portable Lighting Systems from Multiquip

Recommendation: Accept the donation of four GloBug Lighting Systems valued at $18,000 from Multiquip.

Item No. 8: Approve an Agreement for Police Body Worn Cameras

Recommendation:

1. Approve a five-year agreement for $274,687 with Axon Enterprises, Inc. for the purchase, installation and support of body-worn cameras for Police department personnel; and

2. Approve an agreement with Axon Enterprises, Inc. for Sourcewell cooperative agreement pricing.

Item No. 9: Receive and File Fiscal Year 2024-25 Proposed Budget and Capital Improvement Program

Recommendation:

1. Receive and file the FY 2024-25 Proposed Budget and Capital Improvement Program;

2. Schedule City Council consideration of adoption of the FY 2024-25 Budget on June 10, 2024; and

3. Publish a notice stating the public may comment on the Budget at the meeting of June 10, 2024.

ITEMS REMOVED FROM CONSENT CALENDAR

Item No. 6: Approve the City Engineer's Report and Adopt a Resolution Declaring the City Council's Intent to Renew Cypress Corporate Center Landscape Maintenance District No. 1 following a June 24, 2024 Public Hearing

Council Member Marquez commented on this item.

City Engineer answered questions by Council Member Marquez.

A motion was made by Council Member Burke, and seconded by Council Member Marquez, to approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2024-25; and adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system and setting the public hearing for June 24, 2024.

RESOLUTION NO. 6959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DECLARING ITS INTENTION TO ORDER THE RENEWAL OF CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND FIXING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

ITEMS FROM CITY COUNCIL MEMBERS

None.

ORAL COMMUNICATIONS

Ray Chism, Cypress, spoke regarding homeless population, sidewalk repairs and housing.

Bob Youngsma, Cypress, spoke regarding virtual participation during Oral Communications and virtual participation by Council Members.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

Council Member Burke

Attended the Cypress High School Seniors Captone Showcase and thanked the students for allowing him to participate. Attended the OC Library Advisory Board meeting and provided an update on their annual budget.

Council Member Marquez:

Attended the PACE graduation ceremony at Grace Christian School. Attended the Senior Center Volunteer Recognition luncheon. Attended the From-The-Heart-We-Care-Fundraiser and congratulated Council Member Mallari for her work on the event. Attended the Black April Remembrance Ceremony in the City of Westminster. Attended the Southern California Association of Governments conference in Palm Desert. Conducted Commissioner interviews and thanked all the applicants. Announced her planned attendance at the Police Foundation luncheon. Wished everyone a Happy Mother's Day.

Mayor Pro Tem Peat:

Attend the Capstone Showcase at Cypress High School. Attended FOCCA Scholarship reception. Attended the PACE graduation at Grace Christian School. Attended the Senior Center Volunteer Recognition and congratulated award recipient Carlos Ramirez. Attended Cypress College Ad Hoc Subcommittee meeting and received an update on student and community participation on campus. Attended OC Mosquito and Vector Control District Board meeting. Attended OC Sanitation District Board meeting. Participated in National Day of Prayer event. Conducted Commissioner interviews.

Mayor Minikus:

Thanked Mayor Pro Tem Peat for speaking at the FOCCA Scholarship reception. Attended annual Yom HaShoah Holocaust Day of Remembrance at Cypress College.

Council Member Mallari:

Attended the Youth Action Committee end of year celebration. Received a tour of Cypress College and received information regarding low income services. Participated in the Fire Ops 101 event with OCFA.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None.

CITY MANAGER REMARKS

Reminded everyone of the Cypress Police Department Open House event and Police Foundation Luncheon at the Navy Golf Course. Spoke regarding the Housing Element implementation ballot measure and stated informational documents will be published online and distributed to all households in the city. Announced community meetings will take place on June 1 and June 5. Spoke regarding employee introductions.

The City Attorney provided a legal update regarding recent challenges against SB 9 brought by local charter cities.

ADJOURNMENT – IN MEMORY OF FORMER MAYOR ANNA PIERCY

Mayor Minikus recessed the meeting into Closed Session at 6:53 p.m. to resume discussion of the Closed Session items as previously reported by the City Attorney.

Mayor Minikus adjourned the Regular Meeting at 8:47 p.m. to an adjourned Regular Meeting, to be held on Monday, May 13, 2024, 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

SPECIAL MEETING
CYPRESS CITY COUNCIL
MAY 23, 2024
4:00 P.M.

A special meeting of the Cypress City Council was called to order at 4:00 p.m. by Mayor Minikus 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez - absent

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante

ORAL COMMUNICATIONS (Limited to three minutes per speaker, unless modified by the City Council)

None.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Fortis LLP v. Frances Marquez, City o Cypress
Case No. 30-2022-01277792-CU-WM-CJC
Orange County Superior Court

PUBLIC EMPLOYEE PERFORMANCE REVIEW
Pursuant to Government Code Section 54957
Title: City Manager

Mayor Minikus recessed the meeting at 4:01 p.m.

Mayor Minikus reconvened the meeting at 6:56 p.m.

REPORT OF CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session and held a discussion regarding the first item listed on the agenda, namely conference with Legal Counsel – existing litigation, the matter of Fortis LLP v. Frances Marquez. He stated the City Council received an update, provided direction and no further reportable action was taken.

Regarding the second Closed Session item listed on the agenda, namely Public Employee Evaluation, title City Manager, the City Attorney reported the City Council provided direction on this matter and no further reportable action was taken.

ADJOURNMENT

Mayor Minikus adjourned the meeting at 6:58 p.m. to an adjourned Regular Meeting, to be held on Tuesday, May 28, 2024, 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
MAY 28, 2024
5:30 P.M. – Closed Session
6:00 P.M. – General Session

A regular meeting of the Cypress City Council was called to order at 5:31 p.m. by Mayor Minikus 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 Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

None.

CLOSED SESSION

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

Mayor Minikus recessed the meeting at 5:32 p.m.

RECONVENE

Mayor Minikus reconvened the meeting at 6:09 p.m.

ROLL CALL

Mayor Scott Minikus

Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administration Services Matt Burton
Director of Public Works Doug Dancs
Chief of Police Mark Lauderback
Director of Recreation and Community Services Jeff Draper
Planning Director Alicia Velasco
City Clerk Alisha Farnell
City Engineer Nick Mangkalakiri
IT Manager Adrian Smith

INVOCATION Steven Mauss, The Church of Jesus Christ of Latter-day Saints, led the Invocation.

PLEDGE OF ALLEGIANCE Council Member Anne Mallari led the Pledge of Allegiance.

REPORT OF CLOSED SESSION / WORKSHOP

The City Attorney stated the City Council met in Closed Session regarding the item listed on the agenda, namely Conference with Legal Counsel – Existing Litigation, the matter of Southwest Voter Registration Education Project v. City of Cypress. The City Attorney stated the City Council received an update, provided direction and no further reportable action was taken.

PRESENTATIONS

The Chief of Police provided a presentation on a Police Van donated by Cypress Police Foundation.

ORAL COMMUNICATIONS ON AGENDA ITEMS

Leo Medrano, Cypress, spoke regarding Agenda Item No. 8.

Bob Youngsma, Cypress, spoke regarding Closed Session.

Glenn Button, Cypress, spoke regarding Agenda Items Nos. 8 and 14

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 Minikus stated that Agenda Item No. 11, the Warrant Register, includes electronic fund transfer No. 14958 for $308.53 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 Warrants Register, he would not be voting on electronic fund transfers No. 14958 for the reason disclosed.

Council Member Burke spoke regarding Agenda Item No. 7.

A motion was made by Council Member Mallari, and seconded by Council Member Marquez, to approve Consent Calendar items No. 1 through 11.

The motion was unanimously carried by the following roll call vote:

AYES:	5	COUNCIL MEMBERS:	Burke, Mallari, Marquez, Peat and Minikus
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

Item No. 1: Approve Minutes - Meetings of February 26, March 11, March 20, and March 25, 2024

Recommendation: Approve as submitted.

Item No. 2: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 3: Accept the Community Center HVAC, Project 289

Recommendation:

1. Accept the Community Center HVAC, Project 289, in the amount of $797,374.65 and approve the final payment of $39,868.73 to Bon Air, Inc.; and

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

Item No. 4: Accept the Veterans Park and Cedar Glen Park Parking Lot Resurfacing, Project 363

Recommendation:

1. Accept the Veterans Park and Cedar Glen Park Parking Lot Resurfacing, Project 363, in the amount of $70,040.87 and approve the final payment of $3,502.04 to Prestige Paving Company; and

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

Item No. 5: Approve the Purchase of One Replacement Public Works Vehicle

Recommendation: Authorize the purchase of one replacement Public Works dump truck vehicle, including upfitting, for $105,553 from BP Ford of Long Beach.

Item No. 6: Accept the Donation of a Police Van from the Cypress Police Foundation

Recommendation: Accept the donation of a Police Van valued at $86,000 from the Cypress Police Foundation.

Item No. 7: Appoint City Commissioners

Recommendation: Appoint Commissioners to the Recreation and Community Services, Senior Citizens, and Traffic Commissions.

Item No. 8: Receive and File the Five-Year Technology Master Plan

Recommendation: Receive and file the Five-Year Technology Master Plan for FY 2024-25 through FY 2028-29.

Item No. 9: Receive an Update on the Strategic Plan Six-Month Objectives

Recommendation: Receive an update on the Strategic Plan six-month objectives.

Item No. 10: Receive and File the Investment Report for the Month Ended April 30, 2024

Recommendation: Receive and file the attached investment report.

Item No. 11: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of April 6, 2024 through May 10, 2024

Recommendation: Receive and file the attached payment register summarized below for the period of April 6, 2024 through May 10, 2024:

- Electronic Funds Transfers 14843 through 15119
- Warrants 64921 through 65247
- Payroll Transfers W1527 through W1528

PUBLIC HEARINGS

Item No. 12: Approve Conditional Use Permit No. 2024-02 to Permit a Restaurant and the Sale of Beer and Wine for On-site Consumption and the Sale of Packaged

General Alcohol for Off-Site Consumption at a Marketplace and Food Court at 4955 Katella Avenue

Mayor Minikus asked Council Members to disclose any communication with anyone relevant to the item.

No communications were disclosed.

The Planning Director provided a report on this item.

Council Member Mallari asked questions of staff.

Mayor Minikus opened the public hearing.

Mayor Minikus invited the applicant to come forward.

There were no public comments.

The applicant agreed with the conditions of approval.

Council Member Mallari asked questions of staff.

Mayor Minikus closed the Public Hearing.

A motion was made by Council Member Mallari, and seconded by Mayor Pro Tem Peat, to approve Conditional Use Permit No. 2024-02 to permit a restaurant and the sale of beer and wine for on-site consumption and the sale of packaged general alcohol for fff-site consumption at a Marketplace and Food Court at 4955 Katella Avenue.

The motion was unanimously carried by the following roll call vote:

AYES:	5	COUNCIL MEMBERS:	Burke, Mallari, Marquez, Peat and Minikus
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

RESOLUTION NO. 6960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS APPROVING CONDITIONAL USE PERMIT NO. 2024-02, A REQUEST TO PERMIT BOTH ON-SALE BEER AND WINE AND OFF-SALE GENERAL ALCOHOL AT A NEW SPECIALTY MARKET WITH A FOOD-COURT LOCATED AT 4955 KATELLA AVENUE, WITHIN THE PBP - PLANNED BUSINESS PARK ZONE AND DETERMINING THAT PUBLIC CONVIENCE WOULD BE SERVED WITH THE ISSUANCE OF BOTH TYPE 21 AND TYPE 41 ALCOHOLIC BELVERAGE CONTROL LICENSES

AND FINDING THE PROJECT EXEMPT FROM CALIFORNIA
ENVIROMENTAL QUALITY ACT REQUIREMENTS

NEW BUSINESS

Item No. 13: Authorize Amendment to Settlement Agreement with Orange County Transportation Authority to Restore Measure M2 Eligibility

The Director of Finance and Administrative Services provided a report on this item.

City Council discussion ensued.

A motion was made by Council Member Mallari, and seconded by Mayor Pro Tem Peat, to authorize the City Manager to approve an amendment to the terms of the Settlement Agreement with the Orange County Transportation Authority to immediately restore the City's Measure M2 eligibility, one-year earlier than anticipated in the original Settlement Agreement.

The motion was unanimously carried by the following roll call vote:

AYES:	5	COUNCIL MEMBERS:	Burke, Mallari, Marquez, Peat and Minikus
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

CONTINUED ITEMS

Item No. 14: Consider a Resolution Affirming the City Council’s Commitment to Effective Governance

The City Manager provided a report on this item.

City Council discussion ensued.

A motion was made by Council Member Mallari, and seconded by Mayor Pro Tem Peat, to approve a Resolution affirming the City Council’s commitment to effective governance.

A substitute motion was made by Council Member Burke, and seconded by Council Member Marquez, to approve the Resolution with the omission of numbered paragraphs, 4 through 9.

The substitution motion failed by the following roll call vote:

AYES:	2	COUNCIL MEMBERS:	Burke and Marquez
NOES:	3	COUNCIL MEMBERS:	Mallari, Peat and Minikus
ABSENT:	0	COUNCIL MEMBERS:	None

The original motion passed by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Burke, Mallari, Peat and Minikus
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

RESOLUTION NO. 6961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AFFIRMING THE CITY COUNCIL'S COMMITMENT TO EFFECTIVE GOVERNANCE

ITEMS REMOVED FROM CONSENT CALENDAR

None.

ORAL COMMUNICATIONS

Bob Youngsma, Cypress, spoke regarding technology use to participate in City Council meetings and informational brochure regarding Housing Element.

Teddy Loyd, Cerritos, spoke regarding pickle ball courts opening at Liberty Park in Cerritos.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

Council Member Burke

Attended an Ad Hoc Subcommittee meeting with the Cypress School District. Attended the Police Foundation luncheon and Police Department Open House event.

Council Member Marquez:

Attended the Police Foundation luncheon. Attended Lexington Jr. High School concert. Attended Police Department Open House. Attended Fountain Valley's Memorial Day ceremony. Thanked all veterans for their service.

Council Member Mallari:

Met with representatives from Cypress School District, Anaheim Union High School District and Cypress College to discuss community engagement. Congratulated the Police Department on the Police Van donation. Congratulated all residents who applied to serve on a Commission. Participated in OCFA's Fire Operations 101 event. Received a tour of Rolls-Royce corporate facility for high temperature composites.

Mayor Pro Tem Peat:

Attended OC Vector Control District Board meeting and approved the budget for upcoming year. Received a tour of Rolls Royce corporate facility and discussed future expansion.

Mayor Minikus:

Attended the OC Sanitation District grand opening event of their headquarters building. Attended the Police Department Open House. Attended West Cities Police Communications Center Board meeting. Attended memorial parade at Cottonwood Church. Attended Memorial Day remembrance at Forest Lawn.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None.

CITY MANAGER REMARKS

Reminded City Council their June 10th meeting will include consideration of adopting the 2024/25 Budget and CIP.

ADJOURNMENT

Mayor Minikus adjourned the Regular Meeting at 7:28 p.m. to an adjourned Regular Meeting, to be held on Monday, June 10, 2024, 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 **3.**

FROM: Douglas Dancs, Director of Public Works

DATE: 07/08/2024

SUBJECT: **Accept the Community Center Roof Replacement, Project 329**

RECOMMENDATION

1. Accept the Community Center Roof Replacement, Project 329, in the amount of $522,610.52 and approve the final payment of $26,130.53 to Rite-Way Roof Corporation; and

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

DISCUSSION

In March, the City Council awarded a construction contract to Rite-Way Roof Corporation to replace the roof at the Community Center. The project removed and replaced over 25,000 square feet of PVC roofing and coverboard, replaced roof sheathing, retrofitted drains and installed safety ladders. The work began in May and was completed in June.

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 design, construction, and inspection was $650,713.53, and final project costs total $559,296.37, as summarized in the attached table. Sufficient amounts were included in the Recreation and Park District's FY 2023-24 General Fund Budget to pay for the project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Community Center Roof Replacement
Project 329

Item Description	Original Amount	Actual Expenditures	Difference
Design			
Design	$ 23,800.00	$ 23,800.00	$ -
Design Contingency	3,600.00	-	3,600.00
Sub-total Design Support	$ 27,400.00	$ 23,800.00	$ 3,600.00
Construction			
Construction	$ 520,593.53	$ 520,593.53	$ -
Construction Contingency	52,000.00	2,016.99 *	49,983.01
Sub-total Construction	$ 572,593.53	$ 522,610.52	$ 49,983.01
Construction Management & Inspection			
Inspection	$ 46,120.00	$ 12,885.85	$ 33,234.15
Inspection Contingency	4,600.00	-	4,600.00
Sub-total Construction Inspection	$ 50,720.00	$ 12,885.85	$ 37,834.15
Total Project	**$ 650,713.53**	**$ 559,296.37**	**$ 91,417.16**

* Includes change orders for unforseen site conditions and/or field modifications.

Note: CM/Inspection expenditures are based on actual hours inspectors are needed on the job site. This figure will vary for each job based on actual project duration, required special inspections/material testing and other factors. Original Contract Amounts are cost estimates/proposals based on the project description, scope of work, and anticipated needs.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Douglas Dancs, Director of Public Works

DATE: 07/08/2024

SUBJECT: **Approve an Agreement and Task Order for On-Call Stormwater/Water Quality Program Services**

RECOMMENDATION

1. Approve an agreement for on-call stormwater/water quality program services with Charles Abbott Associates, Inc., and;

2. Approve a task order to Charles Abbott Associates, Inc. not to exceed $162,950 to perform stormwater/water quality program services from August 1, 2024 through June 30, 2025.

DISCUSSION

On-Call Contract

On-call contracts provide the City with the knowledge and flexibility to implement and deliver services and projects. The City currently has on-call contracts for sewer, storm drain, landscape architecture, traffic engineering, architectural design, and environmental services.

The existing on-call stormwater/water quality contract expires in July. Public Works issued a request for qualifications and distributed it to several firms known to provide these services. Only one firm, Charles Abbott Associates (CAA), responded. CAA is the City's current stormwater/water quality consultant and inspector, and provides these services for many cities, including Aliso Viejo, Fountain Valley, Rancho Santa Margarita, La Palma, Laguna Woods, Los Alamitos, and Mission Viejo.

A two-year agreement not to exceed $162,950 is recommended. Prior to starting any new service, CAA will provide a scope of work, schedule, and proposed fee for approval. Task orders for $25,000 or more require City Council approval.

The FY 2024-25 task order provides the City with the necessary expertise to comply with the State’s stormwater permit. The scope of work includes program management and support for inspections, developments, public education programs, and the preparation of the annual stormwater compliance report.

BUDGET IMPACT

Sufficient amounts are included in the FY 2024-25 Storm Drainage and Sewer Funds Budget for the recommended stormwater/water quality program services included in the recommended task order. A portion of the costs associated with these services are reimbursed by developers, property owners, and businesses.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Agreement
Task Order

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
CHARLES ABBOTT ASSOCIATES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2024 by and between the City of Cypress, a California municipal corporation ("City") and CHARLES ABBOTT ASSOCIATES, INC. a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to Fifteen percent (15%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Rusty Reed	President
(Name)	(Title)
Diann Nolte	Assistant Secretary
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Public Works Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance

written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] 
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Scott Minikus, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:
Charles Abbott Associates, Inc.

By:
Name: Rusty R. Read
Title: President

By:
Name: Diann Nolte
Title: Assistant Secretary

Address: 27201 Puerta Real, Ste. 200
Mission Viejo, CA 92691

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

1.MS 4 Permit Compliance Plan Development for current and subsequent Permits
2. Purchase of off the shelf MS4 software for tracking NPDES activities (only upon request).
3. Industrial/Commercial/Municipal Inspection Program
   Update facility database, as needed, including a GIS map of the construction locations.
   Conduct inspections on the identified Industrial and Commercial Facilities to ensure compliance. Subject to the Industrial General Permit (IGP) and Construction General Permit (CGP).
   Monitor and enforcement services, where necessary, to ensure continued compliance.
4. Illegal Discharges and Illicit Connections (ID/IC) Program
   Continue implementation of the City's Illegal Discharges/Illegal Connections Program and provide recommendations for modification as necessary.
5. New Development and Re-development Effectiveness Tracking
   The data will be used to assess the effectiveness of the Low Impact Development (LID) requirements for land development and to fulfill reporting requirements.
   Perform post construction Water Quality Management Plan (WQMP) verification inspections and photographic stormwater treatment measures.
6. Public Education and Municipal Activities Programs
   Assist with coordination, attendance, and implementation of public education and municipal activities programs
   Examine City's current programs and update as necessary to comply with most current regulations
7. Preparation of annual Program Effectiveness Assessment (PEA) for submittal to the Santa Ana Regional Water Quality Control Board
8. Monitoring of all NPDES Regulatory and Legislative Activities
9. Represent the City at NPDES related Meetings

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance.

At the expiration of the term of this Agreement, if the City requires additional time for the Services to be performed, as confirmed by City to Contractor in writing, this Agreement shall be extended on a month-to-month basis. In such instance, in the absence of a written communication from City to Contractor to the contrary, the term of this Agreement shall be subject to termination upon thirty (30) days prior notice by either party. Such month-to-month extension shall not be deemed a renewal of the full term or an extension for any further term. City shall pay Contractor the applicable monthly Compensation or the pro-rata Compensation amount, and the month-to-month term shall be subject to every other term, covenant and condition in this Agreement that is consistent with and not contrary to a month-to-month term."

IV. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

V. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance appropriate to the provision of design services. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VI. **DELETE** the second paragraph in Section 5.2 and **REPLACE** with the following:

> "Contractor will provide 30 days advanced written notice by certified mail, return receipt requested to City of insurance policy amendments or cancellations."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the requested services on a Time and Material, Not-to-Exceed basis, in accordance with the following hourly rate schedule, attached hereto as Exhibit "C-1"

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer.

III. All Task Orders shall be specified in writing, including but not limited to, the Not-to-Exceed fee for services rendered.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Task	Classification	Hourly
Program Management	Program Manager	$130
Program Support	Environmental Analyst	$110
Program Support	Environmental Associate	$100

The services listed above as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in the consultant's fee.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The Contractor shall provide all administrative work in a timely manner. Certain work may require a separate schedule with completion milestones as directed by the contract officer.

Task Order (Public Works)

Date	7/8/2024	Contract Approved by Council	Yes
Consultant	Charles Abbott Associates, Inc. (CAA)		
Project	Stormwater/Water Quality Program Services		
Amount	$162,950	Reimbursable	No
Service	Stormwater and Water Quality program management and support for inspections, developments, public education programs, the preparation of the annual stormwater compliance report and overall compliance with the State's stormwater permit.		
Hourly Rates	As specified in the On-Call Contract.		
Schedule	As needed or assigned by Director.		

Reviewed: Public Works Director	Approved by City Council on:

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Douglas Dancs, Director of Public Works

DATE: 07/08/2024

SUBJECT: **Approve Agreements to Replace the Roof and HVAC of a City-Owned Building at 10161 Moody Street (Cedar Glen Park), Project 378**

RECOMMENDATION

1. Approve an Agreement for Construction Services with MDJ Management, LLC., for $507,766.02, and authorize a contingency of $76,000; and

2. Approve a Task Order for Construction Inspection Services to FCG Consultants, Inc., for $49,265.70, and authorize a contingency of $7,400; and

3. Appropriate $640,432 in the City Capital Projects Fund for the Roof and HVAC Replacement at 10161 Moody Street (Cedar Glen Park), Project 378; and

4. Transfer $620,432 from the Infrastructure Reserve Fund to the City Capital Projects Fund for Project 378; and

5. Increase estimated revenues by $20,000 in the City Capital Projects Fund.

DISCUSSION

The Cedar Glen park building's four heating, ventilation, and air conditioning (HVAC) units are over 15 years old and need to be replaced. Additionally, heavy rains throughout the past few years have compromised the roof, which also needs to be replaced. Combining these projects is efficient and cost-effective, and minimizes disruptions to The Boys & Girls Clubs of Greater Anaheim-Cypress (Club) which has leased the building since 1982.

In 2018, the Club expanded the building (at its own cost) to add a teen center, replaced roof shingles and made minor roof repairs, which were expected to extend the roof's useful life. Unfortunately, the work only provided a short lifeline and the building now suffers significant leaks. A full roof replacement is recommended to avoid water damage and offers the opportunity to replace the aging HVAC units that no longer work reliably.

The Lease Agreement with the Club requires it to maintain $20,000 in an account for general

building repairs and maintenance. Those funds will be applied toward the cost of the roof and HVAC replacement and the Club will replenish the $20,000 when the project is complete.

Public Works recommends Sourcewell ezIQC, an Indefinite Delivery, Indefinite Quantity (IDIQ) procurement process, for the project. Sourcewell competitively bids for the repair, alteration, modernization, and rehabilitation of infrastructure and facilities. The California Government Code and Municipal Code Section 21A-10(e) allows for cooperative purchasing agreements, enabling public entities to benefit from shared contracting efforts. Sourcewell has contracted with Gordian to administer the ezIQC program. Through Gordian, Public Works evaluated the project with the contractor, MDJ Management.

After a thorough review of the scope of work, MDJ Management submitted a $507,766.02 proposal for the roof and HVAC replacement. The expedited project scoping and procurement process was completed in about seven weeks, which is significantly faster than the six to eight months for traditional design and bidding. MDJ Management comes highly recommended and has completed similar projects for other agencies in Southern California.

It may take up to six months to receive the HVAC equipment. Public Works will coordinate with the Club to determine a construction start date to minimize disruptions to its operations. Construction will require approximately two months, weather permitting.

FCG Consultants, one of the City's on-call construction management firms, will inspect the project.

BUDGET IMPACT

The roof and HVAC replacements are not included in the FY 2024-25 Capital Improvement Program. A supplemental appropriation of $640,432 and a fund transfer from the Infrastructure Reserve Fund to the Capital Projects Fund for $620,432 is necessary to fund the project. Upon completion, the Club will reimburse the City $20,000. Future rehabilitation, replacement and improvements to the building will be incorporated into the Capital Improvement Program.

While funding is available in the Infrastructure Reserve Fund to pay for this project, inflation continues to dramatically impact construction costs and the City has had to repeatedly draw on its accumulated reserves for CIP programming and unanticipated projects, including this one.

Fortunately, the City's strong financial position affords this option, but it is not sustainable. To avoid falling into a situation that requires the cancelation or delay of future projects due to rising costs and the lack of availability of resources, a comprehensive review of the CIP and Infrastructure Reserves is planned for FY 2024-25.

LEGAL REVIEW

The City Attorney has reviewed the Sourcewell ezIQC procurement process and the construction agreement and determined it is consistent with purchasing arrangements authorized by Municipal Code Section 21A-10(e). The construction component included in the contract recommended for award is compliant with Sourcewell unit prices, including labor. The City Attorney has reviewed and approved the agreements as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Agreement
Task Order

AGREEMENT FOR CONSTRUCTION SERVICES (ezIQC CONTRACTING)
BETWEEN CITY OF CYPRESS AND
MDJ MANAGEMENT

FOR

HVAC AND ROOF REPLACEMENT FOR CITY-OWNED BUILDING AT 10161 MOODY STREET, PROJECT 378

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("**Agreement**") is made and entered into on May 27, 2024 ("**Effective Date**"), by and between the City of Cypress, a California municipal corporation and MDJ Management, LLC ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "**Party**" or "**Parties.**" Contractor's State License Number is 1044711 and DIR Registration Number is 1000061313.

RECITALS

A. Bids for the Project were received, publicly opened, and declared on the date specified in said notice, or as otherwise accepted and processed through those procedures and approvals authorized under the City of Cypress Municipal Code.

B. City accepted the bid of Contractor dated April 15, 2024 pursuant to legal requirements and selected Contractor for the Project.

C. City desires to retain Contractor, on an independent contractor basis, for the Project, as more particularly described below.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. Pursuant to the City of Cypress Municipal Code and California state law, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements (collectively referred to herein as the "**services**" or "**work**" hereunder) in the Contract Documents for Boys and Girls Club Roof and HVAC Replacement ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Project Manager, architects, inspectors, engineers, or utilities. As used herein, "**Contract Documents**" refers to all of the following documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto:

A. Notice of Inviting Bids, Bid Forms & Instructions to Bidders

B. Scope of Work, if any

C. Plans for the Project, if any

D. Project Construction Schedule

E. General Specifications and Provisions, if any

F. Special Provisions for the Project, if any

G. Standard Specifications

H. Technical Specifications

I. Addendum(s) as issued

J. Contractor's Signed Bid Proposal and Information Required of Bidder

K. Designated Subcontractors List, if any

L. Bid Bond, Performance Bond, Labor & Materials Payment Bond, and any other Bonds as required by this Agreement

M. Insurance Certificates and Written Endorsements

N. Notice to Proceed (issued by the City)

O. Notice of Completion (issued by the City at final completion of the project)

P. Guaranty Form

Q. All Changes Orders properly authorized after execution of Agreement.

The Contract Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("**Greenbook**") are incorporated herein as the Standard Specifications, except as explicitly modified herein or by the Contract Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a public work as defined in Labor Code section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code section 1771. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and on the DIR website at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the sum of $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Labor Code section 1776; certify and make such payroll records available for inspection as provided by Labor Code section 1776; and inform the City of the location of the records. Contractor shall submit all required reporting and records directly to the DIR.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code section 1861 and Section 5.1 and 5.2 of this agreement, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720)

of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, state or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.5 Licenses, Permits, Fees and Assessments.

Contractor has California State Contractor's License Board License Classification B, No. 1044711 and shall maintain said license and obtain and maintain, at its sole cost and expense, such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those

ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4216 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. Pursuant to Government Code Sections 4216 through 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been

delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement, to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) calendar days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and/or replace any portions of the work (or work of other contractors or subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the

City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless an authorized written change order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Compensation Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and City's authorized representative, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to 14.96% of the Compensation Sum or any increase in the time to perform of up to 40 ☐calendar / ☒working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Compensation Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Compensation Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement or the Bid Documents, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Compensation Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount of Five Hundred and Seven Thousand, Seven Hundred Sixty-Six and 2/100 Dollars ($507,766.02) as set forth in Contractor's Bid attached hereto as **Exhibit A** and incorporated herein by this reference ("**Compensation Sum**"). Subject to any additions or deductions that may be made by Change Order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total compensation no greater than, including reimbursement of Contractor's expenses, an amount not to exceed the contingency amount of Seventy-Six Thousand Dollars ($76,000) plus the Compensation Sum for a total of Five Hundred and Eighty-Three Thousand, Seven Hundred Sixty-Six and 2/100 Dollars ($583,766.02) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

(a) Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as **Exhibit E** and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

(b) All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment generally within thirty (30) calendar days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) calendar days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) calendar days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) calendar days from completion of the work. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.4 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within 40 ☐calendar / ☒ working days ("**Contract Time**") after receiving a "**Notice to Proceed**" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Contract Documents, and any revisions thereof approved by the City in writing. All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time periods, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Pursuant to Government Code section 53069.85, if work is not completed in strict compliance with Section 3.1 of this Agreement or in strict accordance with the schedule of performance provided by any schedule contained in or required to be provided by the Contract Documents (such deadlines collectively referred to herein as "**Agreement Deadlines**"), it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor and its sureties shall pay to the City the sum of $250.00 for each and every calendar day of delay beyond the completion date in Section 3.1 of this Agreement, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents, or beyond the time indicated in the Contract Documents for any individual activity to be performed pursuant to the Agreement. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Deadlines, a completion schedule, the Project schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Section does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek

other damages. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of a utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Section 3.1 and pursuant to this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, (with the express exception of delays arising from the impact of COVID-19 and its variants to the extent such impact is foreseeable or should have reasonably been foreseeable), if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

Contractor's ownership, management and licensing is tied to specific principal representatives ("**Principals**") who are designated as Matthew McMillon, President, (310) 490-1521, matt@buildwithmdj.com. The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Project Manager. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify (and, as required by law, secure City approval in regards to

subcontractors before changes in Contractor's subcontractors, of) City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The **Project Manager** shall be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Contractor shall indemnify,

defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City and in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, *et seq*. Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Agreement, all state and federal laws, codes and regulations, and municipal ordinances and regulations of City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be voidable at the option of City. No approved transfer shall release the Contractor, or any surety or insured of Contractor, of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, as marked by checkmark, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees, agents, designated volunteers, and attorneys of City. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days advance written notice of such change. If such change results in

substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to insurance coverage.

(a) ☒General liability insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses, and no less than $1,000,000 general aggregate, for bodily injury, personal injury and property damage, and a $1,000,000 completed operations aggregate. Contractor must maintain a policy of commercial general liability insurance for as long as there is a statutory exposure to completed operations claims.

(b) ☒Automobile liability insurance. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(c) ☒Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least $1,000,000), which shall each indemnify, insure and provide legal defense for Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement. In addition, Contractor shall require each subcontractor to similarly maintain a policy of worker's compensation insurances and employer's liability insurance in according with the laws of the State of California for all of the subcontractor's employees.

(d) ☐Builder's Risk Insurance. Contractor shall maintain, from upon commencement of work and through the entire duration of the Project until only the City has an insurable interest, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. All subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the Builder's Risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project. Policy shall be provided for replacement value on an "all risk" basis for the completed value of the Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and

operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) ☐Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $[] per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Excess Liability and Umbrella Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

5.2 General Insurance Requirements.

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Contractor has provided City with insurance certificates, endorsement forms and appropriate insurance binders, signed by a person authorized by the Insurer to bind coverage on its behalf, evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments; or, 2) City,

notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to City. In the event any of said policies of insurance are amended or cancelled, Contractor shall, five (5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to City.

(c) Additional Insureds. All of the above policies shall name City and its elected and appointed officers, employees, agents and designated volunteers ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for above policies, Contractor and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Contractor's insurance. If Contractor maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Limitations, Self- Insured Retention and Deductibles. Contractor agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-

insured retention). Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

(f) Completed operations coverage. Completed operations coverage shall extend a minimum of three 1 year after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

(g) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of Article 5 of this Agreement. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

5.3 Indemnification.

(a) General Obligations. Contractor agrees, to the maximum extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its

subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence, active negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence, active negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until either such time as a final judgment has been entered adjudicating, or agreement between the Parties is reached determining, City as solely negligent, actively negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination or agreement to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation. In instances where City is shown to have been actively negligent and/or engaged in willful misconduct, and where City's active negligence and/or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence and/or willful misconduct of City. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under Section 5.2 of this Agreement. Such offset, if any, does not satisfy any amount, greater than the offset, due to City from Contractor.

5.4 Notification of Third-Party Claims.

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, unless otherwise expressly provided in the bid documents, Contractor shall deliver to the City all of the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the Compensation Sum.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the Compensation Sum.

All bonds shall be on the applicable forms provided in **Exhibit C** and **Exhibit D** attached hereto and incorporated herein by this reference. The bonds shall each contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Surety.

Bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to bond coverage.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under both the forms of the applicable bond attached to this Agreement as well as Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "**books and records**"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, including but not limited to in accordance with the requirements of Labor Code section 1776, shall be complete and detailed, and shall be readily accessible. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained either for a period of no less than three (3) years following completion of the services hereunder, or for such period of time as required by applicable law, whichever period of time is longer. City shall have access

to such books and records in the event any audit is required. In accordance with Government Code section 8546.7 records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall fully cooperate with the City in providing access to any and all Contractor books and records, and any other applicable documents, if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically submit written reports to the Project Manager concerning performance of the services, upon request, and/or as necessary for Project Manager to be informed of both performance of services as well as any decisions which must be made by City or Project Manager. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "**documents and materials**") prepared (regardless of whether complete or incomplete) by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents and materials under express condition that Contractor agrees such documents and materials are the sole property of City. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work, shall be made without prior written authorization from City. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor immediately gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder; b) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, c) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Default of Contractor.

(a) It is City's right to suspend or terminate this Agreement upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the work required under this Agreement with diligence to ensure timely completion of the Project pursuant to Section 3.1; (2) Contractor fails to comply with the provisions of this Agreement; (3) Contractor violates any ordinance, regulation, state or federal law which applies to its performance under this Agreement; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is

appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

(b) In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

(c) Contractor shall be liable for damages sustained by City from the termination of the Agreement under this Section 7.2, including, but not limited to, all cost necessary for repair and completion of the work. City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the work pursuant to this Agreement, said expenditures shall be deducted from the amounts withheld (and if such deduction does not fully compensate City for said expenditures, then Contractor remains fully liable for the remaining balance owed to City). Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

7.3 Suspension or Termination.

The City may at any time, for any reason (including but not limited to for City's convenience, environmental considerations, or when it is in the best interests of the City), with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) calendar days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion. Upon receipt of a termination notice, Contractor shall immediately discontinue the work and placement of orders for materials, facilities and supplies in connection with the performance of this Agreement, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials. Contractor shall not be

entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Agreement.

7.4 Dispute Resolution Process.

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than $50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed

portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

7.5 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor

does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

7.8 Legal Action. In addition to any other rights or remedies, and as consistent with this Agreement and applicable law, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Contractor written notice describing the conflict. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class. Contractor shall require the foregoing covenants to be placed in agreements with all subcontractors.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not

limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the name and title of the Project Manager, at City of Cypress, 5275 Orange Ave Cypress CA 90630, and in the case of Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing, approved by the Contractor and by the City, and consistent with the Cypress Municipal Code. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 No Undue Influence.

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive

compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies for default in Section 7.2 and any and all remedies at law or equity.

9.8 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

9.9 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CYPRESS, a California municipal corporation

_____
Scott Minikus, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONSULTANT:

MDS Management, a LLC

By: _____
Name: Ronald Matthew McMillan
Title: President

By: _____
Name:
Title:
Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 06/05, 2024 before me, Judith A. Stevens, Notary Public, personally appeared Ronald McMillan proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Judith A. Stevens

JUDITH A. STEVENS
Comm. No. 2368614
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. AUG. 27, 2025

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 202_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

SEE ATTACHED

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-MDJ

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	126279.00	Work Order Date:	04/15/2024
Work Order Title:	City of Cypress-Boys & Girls Club Roofing & HVAC Project		
Owner Name:	City of Cypress	Contractor Name:	MDJ Management
Contact:	Nick Mangkalakiri	Contact:	Matt McMillon
Phone:	(714) 229-6729	Phone:	310-490-1521

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-MDJ.

Brief Work Order Description:

Roofing and HAV

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $507,766.02

Owner Purchase Order Number:

Approvals

City of Cypress _____ Date

Contractor _____ Date 6/5/24

GORDIAN®

Detailed Scope of Work

To:	Matt McMillon MDJ Management 531 Main St #611 El Segundo, CA 90245 310-490-1521	**From:**	Nick Mangkalakiri City of Cypress 5275 Orange Avenue CYPRESS, CA 90630 (714) 229-6729

Date Printed: April 15, 2024

Work Order Number: 126279.00

Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Brief Scope: Roofing and HAV

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-MDJ**.

Matt McMillon — 6/5/24

Contractor — Date

City of Cypress — Date

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Boys and Girls Club HVAC and Roof Project
Location: 10161 Moody St. Cypress, CA 90630
Customer: City of Cypress

Submission Date: 4/12/24

Detailed Scope of Work

Roofing

- Remove existing one (1) layer of composition roofing material down to plywood deck and haul away all debris
- Remove and replace 10% or (22) sheets of 1/2" CDX Plywood sheathing throughout roof
    - This is to replace existing dry rot or damaged wood prior to re-sheathing the entire roof
- Install new 1/2" CDX plywood over the existing plywood and nail per city code.
- Install one (1) layer of ice and water shield over wood deck at valley on Southeast side of roof where deflection in the deck occurs, as well as around all equipment curbs per manufacturer's specifications
- Install one (1) layer of 30 # ASTM roofing felt underlayment over wood deck not covered by ice and water shield per manufacturer's specifications
- Install 4 "x 4" Baked enamel coated drip edge metal to the eaves of the entire roof
    - Client to pick from standard colors only
- Install new Malarkey Ecoasis TM NEX® Solar Reflective composition roofing, per manufactures high wind specifications
    - All shingle to have (6) six nails (no staples) per shingle
- Supply and install new galvanized metal pipe, step, and vent flashings as required including:
    - 10 split lead flashings
    - 10 galvanized flashings
- Install new high profile Ridglass ridge cap to all hips and ridges matching shingles
- Seal and paint all pipes and vents
- Install custom metal flashing on side walls of 4 equipment curbs and custom galvanized cricketed saddles behind 4 equipment curbs
- Install Dura blok pipe supports on roof top piping as required
- Provide Manufacturers standard Limited warranty on materials.
- Provide a Rite-Way Roof Corp (2) two-year warranty against leaking due to workmanship

New Gutters

- Removal of existing gutters and downspouts
- Installation of new gutters and downspouts
    - Client to pick from standard colors only

New Curbs

- Removal of existing curbs and HVAC supports
- Design and provide plans for new curbs
- Installation of new wood framed curbs and required blocking/supports

New Site Screens

- Removal of existing site screens
- Design and provide plans for new site screens
- Installation of new metal site screens
    - Includes all required framing and supports

HVAC

- Provide lock-out/tag-out of the electrical for the Trane rooftop package unit being replaced
- De-energize existing equipment using industry-approved lockout tag-out procedures
- Conduct Mechanical Engineering to confirm that the proposed unit will match the existing system
- Disconnect existing piping, communication wiring, electrical wiring, and Duct Work
- Furnish and install (4) 4 Ton (nominal) Carrier Gas Packaged Units including Pitched Adjustable Curb and Economizer
- Provide rigging (via crane) to remove & properly dispose of the package unit.
    - Note that our proposal includes (2) Crane Lifts and an FAA permit as required
- Reconnect the existing supply air ducting & return air plenum above the roof line to the new Carrier package unit
- Reconnect the existing condensate drain piping to the Carrier package unit.
- Remove & replace the fusible service disconnects
- Reconnect the existing electrical wiring to the new service disconnect & install new electrical wiring to the Carrier package unit
- Provide & install (4) new properly sized fuses, per disconnect
- Replace the existing Thermostat with a T-24 Programmable Thermostat
    - Note that the existing conduit & wiring for the thermostat are considered re-used in our proposal
- Replace existing gas flexible connections and valves and extend them as necessary
- Check, test, and start upon completion

Notes:

- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Prevailing Wage**), materials, equipment to complete this scope of work.
- Asbestos and Lead Report not included in plans
    - If area is found to be contaminated additional costs to be incurred

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above
- We exclude utilities and hazardous or contaminated material
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost
- We exclude premium time unless specified above
- We exclude anything not specifically mentioned above
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

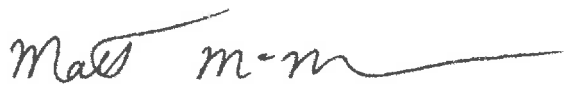
BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: April 15, 2024

Re:

IQC Master Contract #:	CA-R8-GB-101723-MDJ
Work Order #:	126279.00
Owner PO #:	
Title:	City of Cypress-Boys & Girls Club Roofing & HVAC Project
Contractor:	MDJ Management
Proposal Value:	$507,766.02

Curbs and Site Screens	**$146,898.08**
General	**$19,209.37**
Gutters	**$26,812.15**
HVAC	**$178,710.23**
Roof	**$136,136.19**
Proposal Total	**$507,766.02**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: April 15, 2024

Re:
IQC Master Contract #: CA-R8-GB-101723-MDJ
Work Order #: 126279.00
Owner PO #:
Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project
Contractor: MDJ Management
Proposal Value: $507,766.02

Record	Section - Item	Modifier	UOM	Description	Line Total
Category - Curbs and Site Screens					
1	01 22 20 00-0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$18,263.84
				Quantity x Unit Price x Factor = Total	
			Installation	160.00 x $99.26 x 1.1500 = $18,263.84	
				4 guys one week to open up roof, fabricate and build new curbs for HVAC units.	
2	01 22 23 00-0830		WK	300 To 349 Amperes, Diesel Powered Towable Welding Machine	$806.31
				Quantity x Unit Price x Factor = Total	
			Installation	2.00 x $350.57 x 1.1500 = $806.31	
				for welding posts and rails	
3	01 22 23 00-1054		MO	5,000 LB Telescopic Boom, HI-Reach, Rough Terrain Construction Forklift With Full-Time Operator	$26,577.68
				Quantity x Unit Price x Factor = Total	
			Installation	1.00 x $23,111.03 x 1.1500 = $26,577.68	
				for equipment and material handling onto roof	
4	01 MO D0 00-0035	0035	MO	For Equipment Without Operator, Deduct	-$11,366.85
				Quantity x Unit Price x Factor = Total	
			Installation	0.50 x $-19,768.43 x 1.1500 = $-11,366.85	
5	01 71 13 00-0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	$1,713.94
				Quantity x Unit Price x Factor = Total	
			Installation	1.00 x $1,490.38 x 1.1500 = $1,713.94	
				for delivery of boom	
6	05 05 21 00-0013		LF	3/8" Vertical Fillet Weld	$4,094.83
				Quantity x Unit Price x Factor = Total	
			Installation	94.00 x $37.88 x 1.1500 = $4,094.83	
				12" welding per post and additional welding per rail connection.	
7	05 05 23 00-1164		EA	12-24 x 1-1/4", Hex Washer Head, Teks® 5 Self Drilling Screw	$13,763.20
				Quantity x Unit Price x Factor = Total	
			Installation	3,400.00 x $3.52 x 1.1500 = $13,763.20	
				self tapping screws to install metal screen to posts/railing	
8	05 05 23 00-1574		EA	>1/2" To 7/8" Diameter Drill Through >1/4" To 1/2" Steel Plate	$9,532.67
				Quantity x Unit Price x Factor = Total	
			Installation	256.00 x $32.38 x 1.1500 = $9,532.67	
				4 holes drilled into each base plate	
9	05 12 23 00-0769		LF	1/4" Thick x 2" Wide Flat Steel Bar	$38,436.86
				Quantity x Unit Price x Factor = Total	
			Installation	4,352.00 x $7.68 x 1.1500 = $38,436.86	
				HSS steel posts every 8" as well as top and bottom rails	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description							Line Total
Category - Curbs and Site Screens											
10	05 12 23 00-0787		SF	1/2" Thick Flat Steel Plate							$2,745.28
					Quantity		Unit Price		Factor		Total
				Installation	64.00	x	$37.30	x	1.1500	=	$2,745.28
				6" x 12" base plate for every HSS post							
11	05 52 13 00-0033		SF	Powder Coated Steel, Perforated Metal, Railing Infill Panel							$16,898.56
					Quantity		Unit Price		Factor		Total
				Installation	1,024.00	x	$14.35	x	1.1500	=	$16,898.56
				perforated metal screens attached to metal posts/railing							
12	06 11 16 00-0011		LF	2" x 12" Pressure Treated Wood Rafter							$7,590.00
					Quantity		Unit Price		Factor		Total
				Installation	1,250.00	x	$5.28	x	1.1500	=	$7,590.00
				lumber for new custom curbs							
13	06 11 16 00-0196		LF	2" x 8" Pressure Treated Lumber, For Roofing Nailers							$3,252.20
					Quantity		Unit Price		Factor		Total
				Installation	700.00	x	$4.04	x	1.1500	=	$3,252.20
				lumber for new custom curbs							
14	06 16 33 00-0007		SF	1" Thick CDX Plywood Roof DeckingApplied to wood rafters.							$219.02
					Quantity		Unit Price		Factor		Total
				Installation	65.00	x	$2.93	x	1.1500	=	$219.02
				sheeting for new custom curbs							
15	06 MO D0 00-0006	0006	SF	For Exterior CC Grade Plywood, Add							$14.20
					Quantity		Unit Price		Factor		Total
				Installation	65.00	x	$0.19	x	1.1500	=	$14.20
16	06 MO D0 00-0040	0040	SF	For Tongue And Groove, Add							$6.73
					Quantity		Unit Price		Factor		Total
				Installation	65.00	x	$0.09	x	1.1500	=	$6.73
17	07 63 00 00-0040		EA	2" Vent Through Roof, Galvanized Metal Flashing With Neoprene Collar, Shingle Roofing							$5,522.21
					Quantity		Unit Price		Factor		Total
				Installation	64.00	x	$75.03	x	1.1500	=	$5,522.21
				for each site screen post							
18	23 31 13 13-0005		LB	Seal Class A, Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork							$6,672.99
					Quantity		Unit Price		Factor		Total
				Installation	380.00	x	$15.27	x	1.1500	=	$6,672.99
				Custom sheet metal cap for new curbs							
19	23 MO D0 00-0080	0080	LB	For >200 To 500, Add							$1,498.91
					Quantity		Unit Price		Factor		Total
				Installation	380.00	x	$3.43	x	1.1500	=	$1,498.91
20	23 MO D0 00-0732	0732	LB	For Elevated Installation >15' To 20', Add							$655.50
					Quantity		Unit Price		Factor		Total
				Installation	380.00	x	$1.50	x	1.1500	=	$655.50
Subtotal for Category - Curbs and Site Screens:											**$146,898.08**
Category - General											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description	Line Total
Category - General					
21	01 22 16 00-0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$10,929.60
				Quantity Unit Price Factor Total	
				Installation 9,936.00 x $1.00 x 1.1000 = $10,929.60	
				Bond = $496,836 x 2%	
22	01 74 19 00-0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$8,279.77
				Quantity Unit Price Factor Total	
				Installation 10.00 x $719.98 x 1.1500 = $8,279.77	
				construction debris	
Subtotal for Category - General:					**$19,209.37**
Category - Gutters					
23	07 71 23 00-0017		LF	7", 0.032" Thick, Box Style Aluminum Gutter	$18,489.24
				Quantity Unit Price Factor Total	
				Installation 580.00 x $22.41 x 1.1500 = $14,947.47	
				Demolition 580.00 x $5.31 x 1.1500 = $3,541.77	
				New gutters around entire building	
24	07 MO D0 00-0328	0328	LF	For Kynar 500® Finish, Add	$4,095.38
				Quantity Unit Price Factor Total	
				Installation 580.00 x $6.14 x 1.1500 = $4,095.38	
25	07 71 23 00-0030		EA	7", Box Style Aluminum Gutter End Cap	$127.08
				Quantity Unit Price Factor Total	
				Installation 10.00 x $11.05 x 1.1500 = $127.08	
				New gutters around entire building	
26	07 MO D0 00-0328	0328	EA	For Kynar 500® Finish, Add	$46.00
				Quantity Unit Price Factor Total	
				Installation 10.00 x $4.00 x 1.1500 = $46.00	
27	07 71 23 00-0043		EA	7", Box Style Aluminum Gutter Miter	$1,707.41
				Quantity Unit Price Factor Total	
				Installation 15.00 x $98.98 x 1.1500 = $1,707.41	
				New gutters around entire building	
28	07 MO D0 00-0328	0328	EA	For Kynar 500® Finish, Add	$671.72
				Quantity Unit Price Factor Total	
				Installation 15.00 x $38.94 x 1.1500 = $671.72	
29	07 71 23 00-0054		LF	3" x 4", 0.019" Thick, Rectangular Aluminum Downspout	$1,210.26
				Quantity Unit Price Factor Total	
				Installation 120.00 x $6.17 x 1.1500 = $851.46	
				Demolition 120.00 x $2.60 x 1.1500 = $358.80	
				New gutters around entire building	
30	07 MO D0 00-0326	0326	LF	For >100 To 250', Add	$62.10
				Quantity Unit Price Factor Total	
				Installation 120.00 x $0.45 x 1.1500 = $62.10	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description							Line Total
Category - Gutters											
31	07 MO D0 00-0328	0328	LF	For Kynar 500® Finish, Add							$208.38
					Quantity		Unit Price		Factor		Total
			Installation		120.00	x	$1.51	x	1.1500	=	$208.38
32	07 MO D0 00-0331	0331	LF	For 0.031" Thick, Add							$194.58
					Quantity		Unit Price		Factor		Total
			Installation		120.00	x	$1.41	x	1.1500	=	$194.58
Subtotal for Category - Gutters:											**$26,812.15**
Category - HVAC											
33	01 22 20 00-0016		HR	Equipment Operator (Crane Group 11)For tasks not included in the Construction Task Catalog® and as directed by owner only.							$1,085.32
					Quantity		Unit Price		Factor		Total
			Installation		8.00	x	$117.97	x	1.1500	=	$1,085.32
				Foreman for crane operation for 1 day							
34	01 MO D0 00-0001	0001		For Foreperson, Add							$54.28
					Quantity		Unit Price		Factor		Total
			Installation		8.00	x	$5.90	x	1.1500	=	$54.28
35	01 22 20 00-0016		HR	Equipment Operator (Crane Group 11)For tasks not included in the Construction Task Catalog® and as directed by owner only.							$4,341.30
					Quantity		Unit Price		Factor		Total
			Installation		32.00	x	$117.97	x	1.1500	=	$4,341.30
				4 guys for 8 hours. 4 outriggers, 2 on roof and 2 on parking lot to rig and balance HVAC							
36	01 22 20 00-0016		HR	Equipment Operator (Crane Group 11)For tasks not included in the Construction Task Catalog® and as directed by owner only.							$1,085.32
					Quantity		Unit Price		Factor		Total
			Installation		8.00	x	$117.97	x	1.1500	=	$1,085.32
				Oiler for crane operation for 1 day							
37	01 22 23 00-1036		DAY	150 Ton Lift, Cable Controlled Lattice Boom, Truck Mounted Or Crawler Mechanical Crane With Full-Time Operator							$5,181.39
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	$4,505.56	x	1.1500	=	$5,181.39
				For removal of existing and installation of new HVAC units							
38	01 71 13 00-0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.							$1,713.94
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	$1,490.38	x	1.1500	=	$1,713.94
				Delivery of crane							
39	01 71 13 00-0013		EA	>150 To 185 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.							$3,657.45
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	$3,180.39	x	1.1500	=	$3,657.45
				Move on and move off of crane							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description	Line Total
Category - HVAC					
40	23 01 20 91-0040		EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.	$526.91
				Installation: Quantity 2.00 x Unit Price $229.09 x Factor 1.1500 = Total $526.91	
				LOTO of gas and water supplies	
41	23 05 93 00-0012		EA	Balancing Rooftop Heat And Cool Unit	$1,838.85
				Installation: Quantity 4.00 x Unit Price $399.75 x Factor 1.1500 = Total $1,838.85	
				balancing and startup of units	
42	23 09 23 27-0020		EA	3 Heating Stage, 2 Cooling Stage Programmable Thermostat With Humidification/Dehumidification Control (Peco T12532-IAQ)	$1,879.33
				Installation: Quantity 4.00 x Unit Price $391.52 x Factor 1.1500 = Total $1,800.99	
				Demolition: Quantity 4.00 x Unit Price $17.03 x Factor 1.1500 = Total $78.34	
				Remove and replace thermostats	
43	23 74 16 13-0060		EA	4 Ton, Air Cooled Packaged Rooftop Units (AAON RQ-004)	$82,767.89
				Installation: Quantity 4.00 x Unit Price $15,977.62 x Factor 1.1500 = Total $73,497.05	
				Demolition: Quantity 4.00 x Unit Price $2,015.40 x Factor 1.1500 = Total $9,270.84	
				Remove and Replace 4 Ton HVAC units	
44	23 MO D0 00-0603	0603	EA	For Factory Installed And Wired Dry Bulb Economizer, Add	$7,564.24
				Installation: Quantity 4.00 x Unit Price $1,644.40 x Factor 1.1500 = Total $7,564.24	
45	23 MO D0 00-0605	0605	EA	For Single Zone VAV Controls, Includes Modulating Compressor And Supply Fan, Add	$8,208.75
				Installation: Quantity 4.00 x Unit Price $1,784.51 x Factor 1.1500 = Total $8,208.75	
46	23 MO D0 00-0607	0607	EA	For Factory Authorized Start Up, 4 Hour, One Trip, Add	$6,456.19
				Installation: Quantity 4.00 x Unit Price $1,403.52 x Factor 1.1500 = Total $6,456.19	
47	23 MO D0 00-0609	0609	EA	For Factory Installed Non-Fused Disconnect, Add	$7,394.64
				Installation: Quantity 4.00 x Unit Price $1,607.53 x Factor 1.1500 = Total $7,394.64	
48	23 MO D0 00-0610	0610	EA	For Factory Installed Exhaust Fan, Add	$35,164.15
				Installation: Quantity 4.00 x Unit Price $7,644.38 x Factor 1.1500 = Total $35,164.15	
49	26 01 20 91-0002		EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).	$188.05
				Installation: Quantity 4.00 x Unit Price $40.88 x Factor 1.1500 = Total $188.05	
				LOTO for each unit	
50	26 01 20 91-0004		EA	Lock Out Padlock DeviceIncludes the installation and removal of pad lock when required	$52.26
				Installation: Quantity 4.00 x Unit Price $11.36 x Factor 1.1500 = Total $52.26	
				LOTO for each unit	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description							Line Total
Category - HVAC											
51	26 01 20 91-0005		EA	Lock Out TagsIncludes filling out tag information, installation and removal of identifying tags.							$22.59
					Quantity		Unit Price		Factor		Total
				Installation	4.00	x	$4.91	x	1.1500	=	$22.59
				LOTO for each unit							
52	26 28 16 16-0190		EA	60 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch							$9,527.38
					Quantity		Unit Price		Factor		Total
				Installation	4.00	x	$1,793.44	x	1.1500	=	$8,249.82
				Demolition	4.00	x	$277.73	x	1.1500	=	$1,277.56
				Remove and replace disconnects							
Subtotal for Category - HVAC:											**$178,710.23**
Category - Roof											
53	01 22 23 00-1054		MO	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator							$26,577.68
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	$23,111.03	x	1.1500	=	$26,577.68
				Forklift boom for materials to be used daily							
54	01 MO D0 00-0035	0035	MO	For Equipment Without Operator, Deduct							-$4,546.74
					Quantity		Unit Price		Factor		Total
				Installation	0.20	x	$-19,768.43	x	1.1500	=	$-4,546.74
55	01 71 13 00-0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.							$1,713.94
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	$1,490.38	x	1.1500	=	$1,713.94
				Delivery of boom lift							
56	06 11 16 00-0194		LF	2" x 4" Pressure Treated Lumber, For Roofing Nailers							$1,542.91
					Quantity		Unit Price		Factor		Total
				Installation	354.00	x	$2.98	x	1.1500	=	$1,213.16
				Demolition	354.00	x	$0.81	x	1.1500	=	$329.75
				Remove and replace wood nailers							
57	06 16 33 00-0004		SF	1/2" Thick CDX Plywood Roof DeckingApplied to wood rafters.							$27,931.20
					Quantity		Unit Price		Factor		Total
				Installation	9,200.00	x	$2.03	x	1.1500	=	$21,477.40
				Demolition	9,200.00	x	$0.61	x	1.1500	=	$6,453.80
				8400 to apply over entire roof as recommended. Additional 800 sqft for repair to existing damaged sheeting							
58	06 MO D0 00-0006	0006	SF	For Exterior CC Grade Plywood, Add							$1,163.80
					Quantity		Unit Price		Factor		Total
				Installation	9,200.00	x	$0.11	x	1.1500	=	$1,163.80

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description							Line Total
Category - Roof											
59	07 22 16 00-0238		SF	3" Average Thickness (17.1 Average R-Value), 1/4" Slope, Tapered Polyisocyanurate Board, Cold Adhesive Applied							$10,412.19
					Quantity		Unit Price		Factor		Total
				Installation	1,316.00	x	$6.88	x	1.1500	=	$10,412.19
				(1) layer of ice and water shield over wood deck at valley on Southeast side of roof where deflection in the deck occurs, as well as around all equipment curbs per manufacturer's specifications.							
60	07 MO D0 00-0321	0321	SF	For 25 PSI Compressive Strength, Add							$635.63
					Quantity		Unit Price		Factor		Total
				Installation	1,316.00	x	$0.42	x	1.1500	=	$635.63
61	07 31 13 13-0018		SQ	425 LB/SQ, 8" Exposure, Random Laminated Tabs, Two Full Size Layers, Four Tab Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed GrandManor)							$9,196.13
					Quantity		Unit Price		Factor		Total
				Installation	8.40	x	$658.78	x	1.1500	=	$6,363.81
				Demolition	8.40	x	$293.20	x	1.1500	=	$2,832.31
				Demolition of Existing roof shingles and installation of new.							
62	07 31 13 13-0022		LF	Architectural Hip And Ridge Shingles							$2,240.41
					Quantity		Unit Price		Factor		Total
				Installation	254.00	x	$4.69	x	1.1500	=	$1,369.95
				Demolition	254.00	x	$2.98	x	1.1500	=	$870.46
				Remove existing and install new hip and ridge shingles.							
63	07 31 13 13-0023		SQ	Demolish Each Additional Layer Of Shingles							$1,612.45
					Quantity		Unit Price		Factor		Total
				Installation	16.80	x	$83.46	x	1.1500	=	$1,612.45
				3 total layers of existing shingles							
64	07 34 00 00-0018		SQ	30 Mil, Fire Rated, High Temperature, Fire Rated, Embossed Surface, Butyl Rubber Based Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ultra)							$4,732.53
					Quantity		Unit Price		Factor		Total
				Installation	8.40	x	$471.22	x	1.1500	=	$4,551.99
				Demolition	8.40	x	$18.69	x	1.1500	=	$180.55
				underlayment for roofing system							
65	07 41 13 00-0013		LF	9" To 12" Girth, Eave Or Gable Flashing For Galvanized Steel Exposed Fastener Roofing							$8,732.64
					Quantity		Unit Price		Factor		Total
				Installation	420.00	x	$16.40	x	1.1500	=	$7,921.20
				Demolition	420.00	x	$1.68	x	1.1500	=	$811.44
				Eave flashing							
66	07 MO D0 00-0130	0130		For Fluoropolymer (Kynar®) Coating, Add							$458.85
					Quantity		Unit Price		Factor		Total
				Installation	420.00	x	$0.95	x	1.1500	=	$458.85
67	07 62 19 00-0167		LF	>5" To 7" Girth, 26 Gauge, KYNAR 500® Finish, Galvanized Steel Drip Edge							$12,972.35
					Quantity		Unit Price		Factor		Total
				Installation	570.00	x	$18.14	x	1.1500	=	$11,890.77
				Demolition	570.00	x	$1.65	x	1.1500	=	$1,081.58
				Remove and replace new drip edge							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 126279.00
Work Order Title: City of Cypress-Boys & Girls Club Roofing & HVAC Project

Record	Section - Item	Modifier	UOM	Description							Line Total
Category - Roof											
68	07 63 00 00-0042		EA	4" Vent Through Roof, Galvanized Metal Flashing With Neoprene Collar, Shingle Roofing							$1,133.79
					Quantity		Unit Price		Factor		Total
				Installation	10.00	x	$80.16	x	1.1500	=	$921.84
				Demolition	10.00	x	$18.43	x	1.1500	=	$211.95
				remove existing and install new vent pipe flashing							
69	07 71 13 00-0006		LF	>22" To 30" Wide (Stretch-out), 24 Gauge, KYNAR 500® Finish, Galvanized Steel Coping System With Galvanized Steel Cleats							$10,460.92
					Quantity		Unit Price		Factor		Total
				Installation	185.00	x	$46.40	x	1.1500	=	$9,871.60
				Demolition	185.00	x	$2.77	x	1.1500	=	$589.32
				for HVAC curbs. 37 LF per curb							
70	07 92 13 00-0014		CLF	3/4" x 3/4" Joint, Silicone Sealant And Caulking							$9,589.74
					Quantity		Unit Price		Factor		Total
				Installation	10.00	x	$833.89	x	1.1500	=	$9,589.74
				Caulking for all flashing, joints, equipment							
71	07 MO D0 00-0122	0122	CLF	For 1 Part Mildew Resistant, Add							$2,021.70
					Quantity		Unit Price		Factor		Total
				Installation	10.00	x	$175.80	x	1.1500	=	$2,021.70
72	23 05 29 00-0633		EA	5" x 6" x 52" Rooftop Support Base With 14 Gauge Galvanized Channel (Cooper B-Line Dura-Blok DB48)							$7,554.07
					Quantity		Unit Price		Factor		Total
				Installation	22.00	x	$276.89	x	1.1500	=	$7,005.32
				Demolition	22.00	x	$21.69	x	1.1500	=	$548.76
				pipe supports for existing piping on roof for HVAC							
Subtotal for Category - Roof:											**$136,136.19**
Proposal Total											**$507,766.02**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: %

Subcontractor Listing

Date: April 15, 2024

Re:

IQC Master Contract #:	CA-R8-GB-101723-MDJ
Work Order #:	126279.00
Owner PO #:	
Title:	City of Cypress-Boys & Girls Club Roofing & HVAC Project
Contractor:	MDJ Management
Proposal Value:	$507,766.02

Name of Contractor	Duties	Amount	%
Emcor Services		$250,000.00	49.24
Rite-Way Roof Corp.		$120,000.00	23.63

EXHIBIT B

SPECIAL REQUIREMENTS
(Superseding Agreement Template)

Bond No. _____

EXHIBIT C

FAITHFUL PERFORMANCE BOND

SEE ATTACHED

Excuted in Triplicate

Bond #: 100241540
Premium: $12,694.00

CITY OF CYPRESS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the CITY OF CYPRESS (hereinafter called the "City") has awarded to, MDJ Management, LLC (hereinafter designated as the "Principal") a Contract for **Boys and Girls Club HVAC and Roof Replacement, Project 378.**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, MDJ Management, LLC as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City in the sum of Five Hundred and Seven Thousand Seven Hundred Sixty-Six and 02/100 Dollars ($ 507,766.02) this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If the hereby bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then their obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

FURTHER, the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of the contract document or of the work to be performed thereunder.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 28th day of June, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY with SEAL
Merchants Bonding Company (Mutual)

By Cheryl L. Thomas

Cheryl L. Thomas, Attorney-In-Fact

6700 Westown Parkway

West Des Moines, IA 50266
ADDRESS

PRINCIPAL with SEAL
MDJ Management, LLC

By X

X Ronald Matthew McMillon

531 Main Street #611

El Segundo, CA 90245
ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Cypress must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Cypress.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On July 2, 2024 before me, Judith A. STEVENS, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ronald Matthew McMillon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JUDITH A. STEVENS
Comm. No. 2368614
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. AUG. 27, 2025

Signature Judith A. Stevens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Performance Bond Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On June 28, 2024 before me, W. Walker, Notary Public
(Here insert name and title of the officer),

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

NRO1 W. WALKER COMM. #2484032 Notary Public - California Orange County My Comm. Expires Mar. 30, 2028 NRO1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MDJ Management LLC
(Title or description of attached document)

Bond #: 100241540
(Title or description of attached document continued)

Number of Pages 1 Document Date 6/28/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Beata A Sensi; Cathy S Kennedy; Cheryl L Thomas; Shane Wolf; Wrenetta Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of May 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of June , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

Bond No. _____

EXHIBIT D

LABOR AND MATERIALS PAYMENT BOND

SEE ATTACHED

Excuted in Triplicate

Bond #: 100241540
Premium: Included in Performance Bond

CITY OF CYPRESS
LABOR AND MATERIAL BOND
(PAYMENT BOND)

KNOW ALL MEN BY THESE PRESENTS: That.

WHEREAS, the CITY OF CYPRESS (hereinafter called the "City") has awarded to, MDJ Management, LLC (hereinafter designated as the "Principal") a Contract for **Boys and Girls Club HVAC and Roof Replacement, Project 378.**

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter at forth:

NOW, THEREFORE, we, MDJ Management, LLC as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City in the sum of Five Hundred and Seven Thousand Seven Hundred Sixty-Six and 02/100 Dollars ($ 507,766.02) this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect of such work and labor, then said Surety will Pay for the same, in an amount not to exceeding the sum set forth hereinabove, and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 3181 so as to give a right of action to them or their assigns in any suit brought upon the bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no charges, extensions of time, alterations or modifications of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waived notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purpose be deemed an original thereof, have been duly executed by the Principal and the Surety here in named on the 28th day of June, 20 24 , the name and corporate seal of each corporate party being hereto affixed and these presents-duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY with SEAL
Merchants Bonding Company (Mutual)

By Cheryl L. Thomas

Cheryl L. Thomas, Attorney-In-Fact

6700 Westown Parkway

West Des Moines, IA 50266
ADDRESS

PRINCIPAL with SEAL
MDJ Management, LLC

By X

X Ronald Matthew Mcmillan

531 Main Street #611

El Segundo, CA 90245
ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, all persons having an interest in the business must sign it, and the fictitious name must be signed also. Both the Principal and the Surety must notarize the bond.
3. The City Attorney of the City of Cypress must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Cypress.

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On June 28, 2024 before me, W. Walker, Notary Public
(Here insert name and title of the officer),

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

NRO1 W. WALKER NRO1
COMM. #2484032
Notary Public - California
Orange County
My Comm. Expires Mar. 30, 2028

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MDJ Management LLC
(Title or description of attached document)

Bond #: 100241540
(Title or description of attached document continued)

Number of Pages 1 Document Date 6/28/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On July 2, 2024 before me, Judith A. Stevens, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ronald Matthew McMillon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JUDITH A. STEVENS
Comm. No. 2368614
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. AUG. 27, 2025

Signature Judith A. Stevens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Payment Bond Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Beata A Sensi; Cathy S Kennedy; Cheryl L Thomas; Shane Wolf; Wrenetta Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of May 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of June , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

EXHIBIT E

INVOICE FORM

SEE ATTACHED

MONTHLY PAYMENT ESTIMATE SUMMARY FORM
City of Cypress, Public Works Department

Invoice No.	Period Start	Period End	Date	Payment Information
				☐ Progress Payment No. 1
				☐ Final Payment

Project Title	CIP No.

Contractor	Address

Description	Amounts		
	Previous	This Estimate	To Date
Total Earning for Work and Materials Installed	$ -		$ -
Plus 65% of Invoice Amount for Materials Delivered	$ -		$ -
Less Adjustment for Previous Materials Invoices	$ -	$ -	$ -
Sub-Total =	$ -	$ -	$ -
Less 5% Retainage =	$ -	$ -	$ -
Net Earning =	$ -	$ -	$ -
		Less Previous Payments =	$ -
		Net Payment (this estimate) =	$ -

Contract Completion Data		Contract Cost Data	
Notice to Proceed Date		Original Contract Amount	
Original Contract Duration		Approved Change Orders	$ -
Approved Time Extensions	0	**Total Contract Amount =**	**$ -**
Contract Completion Date		less Previous Payments/Billed	$ -
Purchase Order Data		less Current Invoice Due	$ -
PO No.	Date	**Remaining Contract Balance =**	$ -
Account No(s):		Percent Complete	#DIV/0!

Requested by (signature and title) - Contractor	Checked by Public Works Inspector
Contractor	N/A
Recommended by Project Manager	**Approved by City Engineer**
Daniel Co, Assistant City Engineer City of Cypress	Nick Mangkalakiri, City Engineer City of Cypress

No.	Fund	Program	Account	Amount
1				
2				
3				
4				
			TOTAL INVOICE AMOUNT APPROVED FOR PAYMENT =	

MONTHLY PAYMENT ESTIMATE FORM
City of Cypress, Public Works Department

Invoice No.	Period Start	Period End	Date	Payment Information
				☑ Progress Payment No. 1
				☐ Final Payment

Contractor	Project Title	CIP No.

Item No	Pay Item	Contract				Previous Estimate		This Estimate		To Date	
		Quant.	Unit	Unit Price	Item Total	Quant.	Earnings	Quant.	Earnings	Quant.	Earnings
1					$ -		$ -		$ -	-	$ -
2					$ -		$ -		$ -	-	$ -
3					$ -		$ -		$ -	-	$ -
4					$ -		$ -		$ -	-	$ -
5					$ -		$ -		$ -	-	$ -
6					$ -		$ -		$ -	-	$ -
7					$ -		$ -		$ -	-	$ -
8					$ -		$ -		$ -	-	$ -
9					$ -		$ -		$ -	-	$ -
10					$ -		$ -		$ -	-	$ -
				Original Contract =	$ -						
CO 1					$ -		$ -		$ -	-	$ -
CO 2							$ -		$ -	-	$ -
CO 3							$ -		$ -	-	$ -
				Approved CO Total =	$ -						
				Total Contract Amount =	$ -						
					TOTAL =	**$** -		$ -		$ -	

Requested by (signature and title) - Contractor	Checked by Public Works Inspector
Contractor	N/A

MATERIALS ESTIMATE FORM
City of Cypress, Public Works Department

Invoice No.	Period Start	Period End	Date	Payment Information
				☑ Progress Payment No. 1
				☐ Final Payment

Contractor	Project Title	CIP No.

Item No	Pay Item / Storage Location	Material Value				Previous Estimate		This Estimate		To Date	
		Quant.	Unit	Unit Price	Material Total	Quant.	Earnings	Quant.	Earnings	Quant.	Earnings
1					$ -		$ -		$ -	-	$ -
2					$ -		$ -		$ -	-	$ -
3					$ -		$ -		$ -	-	$ -
4					$ -		$ -		$ -	-	$ -
5					$ -		$ -		$ -	-	$ -
6					$ -		$ -		$ -	-	$ -
7					$ -		$ -		$ -	-	$ -
8					$ -		$ -		$ -	-	$ -
9					$ -		$ -		$ -	-	$ -
10					$ -		$ -		$ -	-	$ -
11					$ -		$ -		$ -	-	$ -
12					$ -		$ -		$ -	-	$ -
13					$ -		$ -		$ -	-	$ -
14					$ -		$ -		$ -	-	$ -
15					$ -		$ -		$ -	-	$ -
16					$ -		$ -		$ -	-	$ -
17					$ -		$ -		$ -	-	$ -
18					$ -		$ -		$ -	-	$ -
19					$ -		$ -		$ -	-	$ -
20					$ -				$ -	-	$ -
					TOTAL =						

Requested by (signature and title) - Contractor	Checked by Public Works Inspector
Contractor	N/A

June 25, 2024

Daniel Co
Assistant City Engineer
City of Cypress
Public Works Engineering

SUBJECT: PROPOSAL TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE BOYS AND GIRLS CLUB HVAC and ROOF REPLACEMENT, PROJECT 378

Dear Mr. Co,

Inc. is pleased to present our proposal to the City of Cypress to provide professional part-time construction inspection services for the Boys and Girls Club HVAC and Roof Replacement, Project 378 in accordance with Attachment "A" – Scope of Services and Attachment "B" – Schedule of Compensation. All work will be completed pursuant to the City of Cypress On-Call Construction Management and Inspection Services Contract dated June 24, 2024.

We look forward to partnering with the City on this project. If there are any questions regarding this proposal, please contact me at (714) 312-0317 or maha.fakhouri@fcgconsultants.com with any questions you may have.

Sincerely,

Maha Fakhouri
President / CEO

ATTACHMENT "A"
SCOPE OF SERVICES

The scope of services includes part-time inspection services and project controls to assist our inspector in the field.

Below is a list of services included in this proposal:

- Represent the City's interests with the overall construction inspection of this project.
- Monitor the contractor's compliance with the project contract, specifications, and National Pollutant Discharge Elimination System (NPDES).
- Assist City staff with public relations, including distributing construction notices and responding to inquiries of residents and the general public.
- Attend the preconstruction meeting and subsequent weekly field meetings, as needed.
- Assist the City's construction manager in monitoring and documenting the contractor's adherence to the approved construction schedule.
- Be present on the job site when construction is in progress and when inspection is required. Full-time inspection work is proposed as requested by the City. FCG will not be responsible for observing construction activities that are implemented when its inspector is not scheduled/present on site.
- Provide assistance and direction to technicians performing material tests, as needed.
- Measure and verify the project pay item quantities in place. All pay item quantities must be confirmed with the contractor prior to submission of the invoice for payment.
- Review the contractor's invoices.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.) as required for this project.
- Review traffic control and coordinate adjustments as needed.
- Identify items requiring corrective action by either the contractor or the City. Monitor and document timely corrective actions implemented by the contractor.
- Develop punch list items and monitor corrections made.

ATTACHMENT "B"
SCHEDULE OF COMPENSATION

City of Cypress
Construction Inspection for
Boys and Girls HVAC and Roof Replacement Project 378
40 Working-Days Construction Duration

Role / Name	Total Hours	Hourly Rate	Extended Fee
Facilities Inspector	330	$149.29	$49,265.70
Total Estimated Fee			**$49,265.70**

Exclusions to Scope and Fee: The following items are specifically excluded:

1. Night-time/weekend inspection and weekday hours in excess of a regular 8-hour shift that would be subject to overtime pay, unless so authorized in writing by the City
2. Submittal and RFI reviews
3. Special inspections

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Alisha Farnell, City Clerk

DATE: 07/08/2024

SUBJECT: **Adopt an Ordinance Approving Electronic and Paper Methods of Filing Campaign Finance Disclosure Statements**

RECOMMENDATION

Approve the second reading and adopt an Ordinance relating to campaign finance reporting and approving electronic and paper methods of filing campaign finance disclosure statements.

DISCUSSION

At its June 10 meeting, the City Council approved the first reading of an Ordinance amending Section 2-128 of the Cypress Municipal Code relating to campaign finance reporting and approving electronic and paper methods of filing campaign finance disclosure statements. The Ordinance makes the required findings to approve the use of an electronic filing system for campaign disclosure statements, while also continuing to allow for paper filings for those committees or candidates who opt-out of the electronic system.

It is recommended the City Council approve the second reading and adopt the Ordinance, which will become effective August 9, 2024.

BUDGET IMPACT

None.

LEGAL REVIEW

The Ordinance was reviewed and approved by the City Attorney's office.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA AMENDING SECTION 2-128 OF THE CYPRESS MUNICIPAL CODE RELATING TO CAMPAIGN FINANCE REPORTING AND APPROVING ELECTRONIC AND PAPER METHODS OF FILING CAMPAIGN FINANCE DISCLOSURE STATEMENTS

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act, except those who contributions and expenditures each total less than Two Thousand Dollars ($2,000) in a calendar year, to file such statements, reports, and other documents online or electronically with the City Clerk; and

WHEREAS, on March 25, 2024, the City entered into an agreement with a vendor certified by the Secretary of State for campaign disclosure documents that meets the requirements set by Government Code Section 84615; and

WHEREAS, the City Council approves the use of an electronic system, which includes that it will operate securely and effectively and will not unduly burden filers; it must be available free of charge to filers and the public for viewing filings; and it must include a procedure for filers to comply with the requirement that they sign statements and reports under the penalty of perjury.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

Section 1. Section 2-128 of the Cypress Municipal Code shall be amended in its entirety to read as follows:

2-128. Reports.

(a) **Required Use of Electronic Filing System.**

(1) Except as set forth in subsection (i) of this Section 2-128, any candidate, committee, or other person required to file specified statements, reports, forms or other documents detailing contributions, expenditures, independent expenditures or payments as required by Chapter 4 of Title 9 of the California Government Code (also known as the Political Reform Act), and that has received contributions or made expenditures of $2,000 or more in a calendar year, may electronically file such statements using the City's online system according to procedures established by the City Clerk. However, to ensure reporting continuity, once a statement, report, form, or other document is filed electronically on behalf of any candidate, committee,

or other person, all future statements, reports, forms, and other documents filed on behalf of that candidate, committee, or other person must be filed electronically.

(2) A candidate, committee, or other person may choose not to use the electronica filing system by filing all original statements, reports, forms, or other documents in paper format with the City Clerk, until such time as the City Council determines that electronic filing is mandatory for all filers.

(b) **Paper Filing Not Required After Electronic Filing.** Any candidate, committee, or other person who has electronically filed a statement, report, form, or other document using the City's online system is not also required to file a copy of that document in a paper format with the City Clerk.

(c) **Report Form.** Reports, statements, forms or other documents required shall be on the forms required by the Political Reform Act, and shall contain the following:

(1) The name, street address, and telephone number of the person or committee making the contribution, expenditure, independent expenditure, or payment and of the committee's treasurer.

(2) If the report is related to a candidate, the full name of the candidate and the city office for which the candidate seeks nomination or election.

(3) If the report is related to a city measure, the full name by which the city measure is designated or proposed to be designated.

(4) The total amount of contributions received related to the candidate for city office or city measure during the period covered by the report.

(5) The total amount of expenditures related to the candidate for city office or city measure during the period covered by the report.

(6) The total amount of independent expenditures related to the candidate for city office or city measure during the period covered by the report.

(7) The total amount of payments made related to the candidate for city office or city measure during the period covered by the report.

(8) For each person for whom a contribution has been received, and/or from each person to whom an expenditure, independent

expenditure, or payment has been made on behalf of a candidate for city office or city measure during the period covered by the report:

a. His or her full name.

b. His or her street address.

c. If the person is a committee, the name of the committee, the number assigned to the committee by the Secretary of State, or if no number has been assigned, the full name and street address of the treasurer of the committee.

d. The date of the contribution, expenditure, independent expenditure, and/or payment.

e. The amount of the contribution, expenditure, independent expenditure, and/or payment.

f. A brief description of the consideration for which each such expenditure or independent expenditure was made and the value of the consideration if less than the total amount of the same.

g. The cumulative amount of expenditures, independent expenditures, and/or payments to such person over the period covered by the report.

(d) **Filing Schedule.** Reports, statements, forms or other documents required shall be filed semi-annually and/or as required under the Political Reform Act. Reports, statements, forms or other documents detailing contributions and/or expenditures shall be filed for the semiannual periods covering January 1 through June 30 and July 1 through December 31 by the deadlines set by the Fair Political Practices Commission. A supplemental report shall also be filed for any candidate for city office or for any city measure after the closing date of the semiannual report period in which contribution(s), expenditure(s), independent expenditure(s) or payment(s) exceeds $500. Such supplemental report shall be filed with the City Clerk's office by the deadlines set by the Fair Political Practices Commission.

(e) **Filing Options When a Copy Must be Filed with City Clerk.** In any instance in which an original statement, report, form or other document must be filed with the Secretary of State or other agency, a copy of that document is required to be filed with the City Clerk, the filer may electronically file a copy with the City Clerk, or may file in a paper format.

(f) **Paper Filing When Cannot File Electronically.** If, for technical reasons, the City's system is not capable of accepting a particular type of

statement, report, form or other document, a candidate, committee, or other person shall timely file that document in paper format with the City Clerk.

(g) **Internet Posting of Data.** The City Clerk shall ensure that the City's system makes all electronically-filed statements, reports, forms, or other documents available on the internet in an easily understood format that provides the greatest public access. The data shall be made available on the internet shall not contain the street name of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's office shall also make a complete, unredacted copy of the statement, report, form or other document available to the Fair Political Practices Commission for Government Code Section 87200 filers.

(h) **Records Retention.** The City Clerk's office shall maintain records according to the City's records retention schedule and applicable State law commencing from the date filed, a secured, official version of each online or electronic statement, report, form, or other document, which shall serve as the official version of that record.

(i) The reporting requirement contained herein shall apply only to candidates seeking election for city office, their controlled committees, committees formed or existing primarily to support or oppose the candidacy of a candidate for city office, to committees formed or existing primarily to support or oppose the qualification of, or passage of, a local ballot measure which is being voted on only in the city, and to city general purpose committees active only within the city.

Section 2. Severability. That the City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions of this Ordinance are severable, and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 4. Certification. 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 24th day of June, 2024.

_____
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 24th day of June, 2024, 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 **7.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 07/08/2024

SUBJECT: Adopt a Resolution Approving a Three-Year Memorandum of Understanding with the Cypress Employees' Association

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RECOMMENDATION

1. Adopt a Resolution approving a Memorandum of Understanding with the Cypress Employees' Association from July 1, 2024 through June 30, 2027; and

2. Approve a $125,000 appropriation in the General Fund for FY 2024-25 salary and benefit costs which exceed the adopted budget.

DISCUSSION

The City has concluded negotiations with the Cypress Employees' Association (CEA). The CEA is composed of 39 budgeted positions ranging from professional to clerical support within all departments, with an annual cost of approximately $5.5 million. The parties have met in good faith and have reached an agreement on changes to compensation and benefits. The attached Resolution and Memorandum of Understanding (MOU) includes the following major provisions:

Term:
Three Years – July 1, 2024 through June 30, 2027

Compensation:

- 5% Cost of Living Adjustment (COLA) effective July 5, 2024
- A minimum COLA of 4% up to a maximum of 4.5% (based on CPI) effective July 4, 2025
- A minimum COLA of 4% up to a maximum of 4.5% (based on CPI) effective July 3, 2026

Health Insurance:

- Maximum monthly City paid health insurance adjustments as follows: $1,400 to $1,575 effective January 2025; $1,575 to $1,650 effective January 2026; and $1,650 to

$1,700 effective January 2027.

Other Pay Provisions (Effective July 2024):

- Expand bilingual pay eligibility to all members.
- Increase annual uniform allowance for Police Services Officers and Community Outreach Officer from $650 to $750.
- Increase annual uniform allowance for Police Clerk I/II from $600 to $700.
- Increase monthly contribution to Retiree Health Savings from $75 to $125.

One-Time Retirement Incentive:

- Provide an optional, one-time retirement incentive to employees age 50 or older, with 10 or more years of continuous full-time service with the City.
- Amount of incentive is based on years of service with Cypress:
  - 25 or more years - $25,000
  - 20-24 years - $20,000
  - 15-19 years - $15,000
  - 10-14 years - $10,000
- The one-time payment will be made to the employee's Retiree Health Savings Plan or deferred compensation (457) plan.
- Eligible employees must make an irrevocable election to retire by August 31, 2024 with a retirement date no later than December 31, 2024.

In addition, the MOU includes miscellaneous, non-substantive corrections and language updates.

BUDGET IMPACT

The compensation and benefit adjustments conform with authorization provided by the City Council. The ongoing first year cost increases total approximately $278,000 and sufficient amounts are included in the recently adopted FY 2024-25 Budget to provide for the recommended adjustments. The ongoing annual cost increases associated with the second and third years of the agreement range between $180,000 and $200,000 and will be incorporated into future budgets. The total ongoing costs at the end of the three years range between $625,000 and $660,000 depending on CPI.

It is anticipated there will be several members of the CEA that take the retirement incentive and the estimated cost of the incentive is expected to be approximately $125,000. While there will likely be sufficient salary savings in the General Fund due to vacancies resulting from the retirement incentive to pay these one-time costs, the incentive was not built into the FY 2024-25 Budget. Therefore, it is recommended an additional appropriation of $125,000 be approved for the costs of the incentive and sufficient amounts are available in the unassigned fund balance of the General Fund.

LEGAL REVIEW

The MOU has been reviewed by the City's legal counsel for labor relations.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - CEA MOU

CEA MOU - Final
CEA MOU - Redline

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL AND ACTING AS EX-OFFICIO BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT OF THE CITY OF CYPRESS, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE CYPRESS EMPLOYEES' ASSOCIATION CONCERNING WAGES, SALARIES, FRINGE BENEFITS AND CONDITIONS OF EMPLOYMENT

WHEREAS, Section 37206 of the Government Code requires the City Council to prescribe the time and method of paying salaries and wages of employees of the City; and

WHEREAS, the City Council has authorized and directed, under the provisions of the Cypress City Code and Resolution No. 1635, the preparation of a compensation plan for all employees in the municipal service of the City of Cypress; and

WHEREAS, the City of Cypress, hereinafter referred to as "City", and the Cypress Employees' Association, hereinafter referred to as "Association", have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and the Association have reached agreement on wages, salaries, fringe benefits and conditions of employment effective July 1, 2024 through June 30, 2027.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Cypress as follows:

SECTION 1. Memorandum of Understanding

The Memorandum of Understanding (MOU), effective July 1, 2024, is hereby approved and incorporated herein by reference, a copy of which is on file in the Office of the City Clerk.

SECTION 2. This Resolution shall become effective retroactive to July 1, 2024, and all Resolutions and parts of Resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 8th day of July, 2024.

_____
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 8th day of July, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE CYPRESS EMPLOYEES' ASSOCIATION

ARTICLE I - RECOGNITION

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Employees' Association as the majority representative of the employees in the bargaining unit, which includes all general miscellaneous classifications.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1. above for the purpose of meeting its obligation under this Agreement, the Meyers-Milias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association Representatives.

ARTICLE II - NONDISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification recognized by state or federal law, including but not limited to: race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the state or federal agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). To comply with state and federal law, the language below shall apply:

A. The ADA/FEHA requires reasonable accommodations for individuals protected under the ADA/FEHA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The City has the legal obligation to meet with the individual employee or applicant to be accommodated before any adjustment is made in working conditions. The Association will not be notified of these proposed accommodations prior to implementation by the City, unless the employee desires such notice.

C. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan.

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All pay changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer. The salary schedule shall consist of nine steps within each range: A step, A1 step, B step, B1 step, C step, C1 step, D step, D1 step and E step.

B. The A step, is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the A step upon the recommendation of the department head and the approval of the City Manager or their designee when it is decided that such action is in the best interest of the City.

C. Employees hired at the A step may be eligible for a merit adjustment at the end of six months of employment. Employees hired above the A step may be eligible for a merit adjustment at the end of one year of employment.

D. Subsequent merit adjustments are intended to encourage an employee to improve their work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one year of service at their current step. An employee can move either one or two steps for merit adjustments, based upon the recommendation of the department head and approval of the City Manager or their designee.

E. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

F. The comprehensive wage and salary plan, as outlined herein, is based on a 40-hour work week for all employees covered by this Agreement.

Section 2. Initial Compensation. All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for the position's class. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or their designee, when circumstances warrant it, appoint at other than the minimum step.

Section 3. Evaluation Date Shall be Established as Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their evaluation date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluation dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon increased service value of the employee to the City.

C. The department head and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the department head with approval of the City Manager or their designee.

D. Employees beginning at A step must be reviewed for performance advancement prior to the completion of six months of service from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve months from the effective date of their last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the department head from denying the increase after evaluation, nor shall it prevent them from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the department head for the purpose of maintaining uniformity of standards throughout the department.

F. Supervisors/Managers evaluating employees (who are not at the top of their pay range) will use the following merit-based rating criteria to determine the amount of an increase an employee is eligible to receive:

- Rating of Outstanding – Eligible for two half steps, which represents a 5% increase
- Rating of Satisfactory – Eligible for one half step, which represents a 2.5% increase
- Rating of Needs Improvement or Unsatisfactory – Not eligible for an increase

Section 5. Salary Increases Following Promotion. When an employee in the City is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% over the base salary received immediately prior to the promotion (e.g. approx. 5% is 4.5% or higher).

Section 6. Salary Decreases Following Demotion. In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the department head and approved by the City Manager or their designee. The employee shall retain their previous anniversary date.

Section 7. Salary Following Transfers. In the case of the transfer of any employee from one position to another in the same class to which the same salary range is applicable, the employee shall remain at the same step and shall retain their same anniversary date.

Section 8. Adjustment of Salary Ranges. When a salary range for a given classification is revised upward or downward, the positions within the affected classifications shall have their existing salary adjusted to the same relative step in the new salary range and their evaluation date shall not be

changed.

Section 9. Salary and Benefits on Suspension. During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except they shall not forfeit their medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plans. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

Section 10. Salary Increases

Salary increases for all represented classes will be implemented at the beginning of the pay period as follows and as reflected in Exhibit "A" attached hereto:

Effective July 5, 2024, a five percent (5%) range adjustment.

Effective July 4, 2025, based on the 12-month May 2025 CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

Effective July 3, 2026, based on the 12-month May 2026 CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

Section 11. Payroll Schedule and Direct Deposit.

The City's payroll is based on a bi-weekly pay schedule with the pay day occurring every other Friday following the end of a pay period. All employees are required to participate in the City's direct deposit payroll program.

ARTICLE IV - HOURS OF WORK

Section 1. Standard Workweek. The standard workweek shall be 40 hours. However, all employees of the department shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the department head or designee, may require such service from any of said employees.

Section 2. 5/8 Work Schedule. Employee works five 8-hour shifts in a 7-day FLSA workweek.

Section 3. 9/80 Work Schedule. Employee works eight 9-hour days and one 8-hour day in two 7-day FLSA workweeks.

Section 4. 4/10 Work Schedule. Employee works four 10-hour shifts in a 7-day FLSA workweek. Classifications subject to this work schedule typically include: Police Clerk I, Police Clerk II and Police Services Officer.

Section 5. 3/12.5 Work Schedule. For those employees in the classification of Police Services Officer assigned to patrol/jail duties, employee works three 12.5-hour shifts with four consecutive days off in each 7-day work cycle of a 28-day work period, except that the employee must work one additional 10-hour shift during the work period. The 12.5-hour shift shall include a paid lunch/meal period. Police Management may assign a maximum of six employees in the classification of Police Services Officer to patrol/jail duties.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Definition. Overtime work for regular full-time, regular part-time, and probationary employees shall be defined as any hours worked beyond 40 hours in a 7-day Fair Labor Standards Act (FLSA) workweek. Leave time, with the exception of sick leave, will be counted toward that calculation. Employees in the classification of Police Services Officer assigned to patrol/jail duties under the 3/12.5 Work Schedule shall earn overtime after the first 160 hours of time worked in a 28-day cycle, as allowed under the FLSA 7(k) exemption.

Section 2. Compensation. Authorized overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay or by accruing compensatory time at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. All paid leaves will be counted as time worked, with the exception of sick leave.

Section 3. Use of Compensatory Time. Employees shall be permitted to accumulate a maximum of 120 hours of compensatory time. All accumulated compensatory time shall be paid by the City to the employee in the December special payroll of each year unless the employee requests that up to a maximum of 80 hours of accumulated compensatory time be carried over to the following payroll year. Requests to carry over hours must be made in writing to Human Resources by December 15 of the prior calendar year. For example, employees wishing to carry over hours from calendar year 2024 to 2025, must submit the request in writing to Human Resources by December 15, 2024. Should an employee desire to take compensatory time off, they shall file a written request with the department head who shall grant time off unless it interferes with the normal operation of the department. The granting of compensatory time off shall be at the sole discretion of the department head or their designee.

Section 4. Overtime Reporting. In order for an employee to earn compensation for overtime, they must receive prior supervisor or department head approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the department head before being credited to the employee's record.

Section 5. Authorization. It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Callback. Employees in the classification of Police Services Officer assigned to Property and Evidence shall be paid a minimum of two hours of overtime when called back for other than a normal shift or workday assignment and has already departed from the work premises. All other employees shall be paid for time worked. Employees called back as defined above shall be paid one and one-half (1-1/2) times the employee's regular rate of pay. Callback time shall commence from the time the employee reports to the work location.

Section 2. Shift Differential Pay (SDP) – Employees in the classification of Police Services Officer who work a regularly scheduled night shift assigned for the duration of a shift rotation period, as designated by Police Management, are eligible for Shift Differential Pay (SDP). A night shift is defined as 5:30 P.M. to 6:00 AM. SDP shall be paid at 5% above the employee’s current hourly rate of pay for all regular and overtime hours worked. A maximum of three employees in the classification of Police Services Officer may be assigned.

Section 3. Training Time. When an employee is sent to a training program at the request of the City, the employee shall be paid for actual hours attending the training (typically 8 hours) and such hours of pay shall be credited towards the computation of overtime. The department shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. The department head may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

Section 4. Bilingual Pay.

A. Subject to the conditions of this Section, employees who, in the course of their assignment, may be required to speak or understand another approved language besides English or translate such language to English on a regular basis, will be compensated $100.00 per month.
B. An employee may apply for bilingual pay at any time and will be responsible for initiating a written request to Human Resources. All requests shall be subject to the department head and Personnel Officer's approval and only those assignments that are determined to reasonably utilize bilingual skills on a regular basis in a language beneficial to the department, shall be considered.
C. Human Resources shall administer competency testing to certify the employee is eligible for bilingual pay based on the employee's basic bilingual skills proficiency. Such certification shall be a condition to qualify for bilingual pay.
D. An employee who becomes certified to receive bilingual pay shall be compensated such pay effective the beginning of the first pay period immediately following certification. Human Resources shall be responsible for processing appropriate forms for additional pay.
E. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may reapply for eligibility at least three months after the testing.
F. If it is determined that the employee is no longer utilizing bilingual skills on a regular basis due to disability (more than one month), extended leave of absence, or similar circumstance, bilingual pay will cease at the beginning of the payroll immediately following said date. Such determinations shall be made by the Personnel Officer.
G. Any consideration for adding and/or eliminating languages to this provision shall be made by the department head and Personnel Officer. Such considerations shall be made on department needs and neighboring cities' ethnic population.
H. Bilingual pay will be suspended after 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. Bilingual pay will be reinstated on the first payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), bilingual pay will be suspended effective immediately (no new 30-day wait period).

Section 5. Educational Incentive Pay. The employee listed below shall be compensated for educational incentive pay as indicated. No other employees shall be eligible to receive education incentive pay. Education incentive pay will be suspended after 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. The allowance will be reinstated on the first full payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), the allowance will be suspended effective immediately (no new 30-day wait period).

EMPLOYEE	**POSITION**	**EDUCATION INCENTIVE PAY**
Pat Hough	Administrative Services Tech II	$30.00/month

Section 6. Shoe Allowance. City and Association acknowledge and agree the City will provide a shoe allowance for protective footwear to employees in the following classifications: Administrative Services Technician, Code Enforcement Officer, and Engineering Aide. The shoe allowance is in the amount of $100.00 per MOU contract year. Protective footwear, under this provision, worn by the above classifications shall provide protection against exposure to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions. Safety shoes or boots worn as protective footwear shall meet the standards established by Cal-OSHA.

Section 7. Uniform Allowance.

A. Designated police department employees who are required to wear a uniform shall receive a biannual uniform allowance in accordance with the following:

Community Outreach Officer	$375.00
Police Clerk I	$350.00
Police Clerk II	$350.00
Police Services Officer	$375.00

B. The uniform allowance will be suspended after an employee is off work for 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. For example, if a Police Services Officer is off work starting February 15 and returns to work on May 1, they are off for a total of 75 days. The Police Services Officer will not be eligible to receive uniform allowance for 45 days and the biannual payment of $375 will be prorated. In this instance, the employee is not eligible to receive 25% of their biannual allowance (45 days during the 180-day six-month period). Therefore, when the allowance is paid in June, the Police Services Officer would be paid $281.25 (75% of $375). The allowance will be reinstated on the first full payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), the allowance will be suspended effective immediately (no new 30-day wait period).

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day. Employees shall earn 8 hours for each holiday. Employees must use other forms of accrued leave to make up the difference between holiday hours earned and those required to be used when working an alternative work schedule.

B. Beginning the first pay period of the payroll year current employees shall be credited with one floating holiday (9 working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with one floating holiday. The floating holiday may be taken subject to approval of the department head after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. The floating holiday must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holiday hours.

C. For employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the payroll year. There shall be no carryover of unused holiday.

D. When an employee who is required to work on a holiday becomes ill and is unable to report to work that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day, and the holiday hours will remain in their leave bank for use during the payroll year.

E. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. When a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

F. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against accumulated vacation, compensatory time, personal leave, holiday or floating holiday.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

ARTICLE VIII - PROBATIONARY PERIOD

Section 1. Regular Appointments Following Probationary Period.

A. The original appointment of every employee, other than those whose appointment is exempt, shall be tentative and subject to a probationary period of twelve (12) months of service.

B. The promotional appointment of every employee shall be tentative and subject to a probationary period of six months.

C. Human Resources shall notify the department head and the probationer concerned, two weeks prior to the termination of the probationary period.

D. If the service of the probationary employee has been satisfactory, the department head shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee from probationary to regular status shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Employee Performance Reports.

A. Each probationary employee shall have their performance evaluated at the end of each three months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent

intervals when deemed necessary by the appointing power. Such evaluations shall be reported in writing and in a form approved by the Personnel Officer.

B. An employee's performance evaluation shall be filed with Human Resources and made a part of the employee's personnel records, with one copy retained by the department, and one copy given to the employee.

Section 4. Rejection of a Probationary Employee.

A. During the probationary period, an employee may be suspended, demoted or terminated any time by the department head, with approval of the City Manager, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with Human Resources.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes their reputation or seriously impairs their opportunity to earn a living, or which might seriously damage their standing and association in the community. Where there is such a deprival of a "liberty interest", the employee shall be given pre-disciplinary procedural due process as defined in the Personnel Rules. Prior to the disciplinary action becoming final, the employee must be notified of their right to the appeal procedures as outlined in the Personnel Rules.

ARTICLE IX - VACATION

Section 1. Eligibility. All regular full-time and regular part-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at their then current rate of pay.

Section 2. Vacation Accrual.

A. Each regular full-time and probationary employee shall accrue vacation leave by the following formula:

Hours/Month	Year of Employment	Annual Amount (Hours)
1. 6.6670	1st year	80 hours.
2. 7.3334	2nd year	88 hours.
3. 8.0000	3rd year	96 hours.
4. 8.6667	4th year	104 hours.
5. 9.3334	5th year	112 hours.
6. 10.0000	6th year	120 hours.
7. 10.6667	7th year	128 hours.
8. 11.3334	8th year	136 hours.
9. 12.0000	9th year	144 hours.
10. 12.6667	10th year	152 hours.
11. 13.3334	11th year	160 hours, and each month thereafter.

Section 3. Anniversary Date.

A. Employees hired on or between the first and fifteenth day of the month shall have the first day of that same month as their anniversary date.

B. Employees hired on or between the sixteenth and the last day of the month shall have the first day of the following month as their anniversary date.

Section 4. Maximum Accrual. An employee may accumulate unused vacation to a maximum of the amount accrued in the 24 months immediately preceding the employee's anniversary date of employment. Vacation shall cease accruing subsequent to reaching said maximum with further accrual occurring only upon the vacation balance falling below the maximum accumulation.

Section 5. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the current payroll year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. Request for payment shall be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025 (if accrued vacation at that time is equal to or exceeds 80 hours).

Section 6. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with Human Resources. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Pay.

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the department head, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one year. Approval of such leave shall be in writing and a copy filed with Human Resources.

B. At the expiration of the approved leave, within a reasonable period of time, after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, within a reasonable time after notice to return to duty, shall be cause for discharge.

C. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first 30 days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan. Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave. Regular and probationary full-time employees may be granted a paid bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, registered domestic partner, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said paid leave, the employee shall be allowed a maximum of 40 hours of bereavement leave.

Section 3. Military Leave of Absence.

A. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the department head of such leave request 10 working days in advance of the beginning date of such leave.

B. In addition to the provisions of state and federal law, the City shall continue to provide to said employee the current health benefits medical, dental, disability and life insurance, and retirement (if applicable) for the first six months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees in the bargaining unit. After the first six months of military leave, the employee may continue said health benefits at their cost.

Section 4. Pregnancy Disability Leave of Absence.

A. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave for a maximum period of four months provided that a lesser period may be granted upon the request of the employee.

B. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, sick leave with or without pay, extended sick leave, or accumulated sick leave benefits.

C. Employees are encouraged to report pregnancy. Where the nature of the duties performed are hazardous or burdensome, the employee may be required to submit medical evidence as to fitness for the performance of duties of the position.

D. Regular full-time and probationary employees shall be placed on medical leave when the

employee's physician states that medical disability would interfere with the performance of the duties of the position or continuing work would be hazardous. Should disagreement arise between the department head and the employee's physician as to the hazardous nature of the job or the ability of the employee to perform the job, a physician representing the City will resolve the conflict. The decision will be binding upon all the parties.

E. Following childbirth and upon release from medical treatment for the disability resulting from the pregnancy, the employee must submit a medical statement of fitness to perform the duties of the position to Human Resources. Upon expiration of an approved pregnancy disability leave of absence, the employee shall be reinstated in the position held at the time leave was granted.

Section 5. Family Leave. The City shall comply with State and Federal Family Medical Leave Laws.

Section 6. Unauthorized Leave of Absence. Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, to and including termination of employment.

ARTICLE XI - JURY DUTY

Section 1. Compensation for Jury Duty.

A. Regular or probationary employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of a jury notice to the department head. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the Finance Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be retained by the employee.

B. If the sum of the employee's jury duty responsibilities is less than a full workday, the employee shall contact their supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of 8 hours pay in any one day.

ARTICLE XII - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. In special circumstances, when in the best interest of the City, the City Manager or their designee may approve a temporary assignment of a probationary or regular employee to a higher-level classification.

Section 2. The City may work employees in a temporary assignment for up to 20 consecutive working days without additional compensation. The City may work employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer in a temporary assignment for up to 30 consecutive working days without additional compensation.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on a non-medical related leave.

Section 4. An employee shall receive temporary assignment pay at the lowest step in the higher classification salary range that would represent a salary increase of at least five percent (5%) above the employee's salary, for work performed within the scope and responsibilities of the higher classification on the twenty-first (21st) consecutive day out of class, or on the thirty-first (31st) consecutive day out of class for employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer, and for each consecutive day thereafter an employee works out of class.

Section 5. During the 20 consecutive working day eligibility period before an employee is entitled to receive temporary assignment pay, or the 30 consecutive working day eligibility period for employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer, an employee may only be absent from work for a maximum of 16 cumulative hours. Any absence in excess of 16 hours shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of 16 hours, the 20 consecutive day eligibility period or 30 consecutive day eligibility period shall begin the day after the employee returns to work.

Section 6. A temporary assignment shall not exceed one year.

ARTICLE XIII - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

B. The employee may use up to 48 hours of sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner; grandparent; grandchild; sibling; or designated person.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of 8 hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 calendar days in that month.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted by the City Manager or their designee on an annual basis to all employees

who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted by the City Manager or their designee on an annual basis to all employees covered by this Agreement who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to opt for payments stated in Section 4. (A) and (B) above, must notify Human Resources in writing by December 15 for payment in the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 2024, payment will be issued in December 2025 (if eligible). The maximum number of hours eligible for payout in December 2025 will be based on the sick leave hours used in the 2025 payroll year and may be less than the maximum requested. The sick leave hours for which the employee receives payment shall be deducted from their sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

D. In accordance with the annual conversion policy set forth in Section 4. (A), (B) and (C) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

E. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, retirement, separation of termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at fifty percent (50%) compensation.

G. In accordance with the payment plan set forth in Section 4. (E) and (F) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have their accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which they receive payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely

self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to their accumulated sick leave provided that: immediately upon return to duty, the employee submits to their department head a written request for sick leave and a written statement signed by their physician describing the nature and dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave.

A. In the event an employee's continuing illness results in depletion of sick leave accumulation, the employee may request, in writing, to their department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of their accumulated sick leave.

2. The employee presents to their department head for referral to and consideration by the City Manager, a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming their duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

4. The maximum period of such leave shall be three calendar months. If the employee desires an extension, they shall follow, prior to the termination of their initial leave, the procedure described in subparagraph (2) above.

Section 8. Related Leave Chargeable to Sick Leave.

A. An employee may be granted time off with pay for the conduct of personal business up to a maximum of 27 hours per payroll year. Sick leave utilization studies conducted by the City shall not include personal leave.

B. Such granting of time off with pay shall be subject to the discretion of the department head and City Manager. When any such time is authorized, it shall be charged against the employee's accumulated sick leave account.

Section 9. On-the-job Injury. For all regular employees covered by this Agreement, when an employee is disabled by injury or illness arising out of and in the course of their duties for the City, they shall become entitled, regardless of their period of service with the City, to leave of absence for the period of such disability, but not exceeding one year, or until such earlier date as they are retired on permanent disability pension. Members are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five (5) working days of such disability, the City shall pay one hundred percent (100%) of the salary. Thereafter, the employee shall receive eighty percent (80%) of salary. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such

disability.

Section 10. Off-the-job Injury. An employee injured outside of their service with the City may apply for benefits under the disability insurance plan provided by the City.

ARTICLE XIV - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

MEDICAL RATE PROVISIONS AND SCHEDULE

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions (medical, dental, and life insurance contributions) and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

Pursuant to Government Code Section 22892, the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustment to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive.

Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply through December 31, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	$1400	$ 0
Employee + 1	$1400	$ 5

Employee + Family	$1400	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2025 through December 31, 2025:

Status	*City Maximum	*Employee Minimum
Employee Only	$1575	$ 0
Employee + 1	$1575	$ 5
Employee + Family	$1575	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2026 through December 31, 2026:

Status	*City Maximum	*Employee Minimum
Employee Only	$1650	$ 0
Employee + 1	$1650	$ 5
Employee + Family	$1650	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2027 through June 30, 2027:

Status	*City Maximum	*Employee Minimum
Employee Only	$1700	$ 0
Employee + 1	$1700	$ 5
Employee + Family	$1700	$10

* The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that group health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of $300 per month. [The same concept is applied to Dental at $5 per month]. The cash allowance will be prorated when an employee is on any leave of absence without pay. The proration will be waived during an approved FMLA leave (up to 12 weeks in a 12-month period). To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable group health coverage is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules.

B. Retiree Health Savings Plan. Beginning July 2024, the City will contribute $125 per month for each employee participating in the Retiree Health Savings Plan.

Section 2. Dental Insurance Plan.

A. The City shall pay 100% of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of employee's share of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/27.

Section 3. Vision Plan. The City shall pay 100% of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/27.

Section 4. Life Insurance Plan. The City shall pay 100% of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum City paid coverage of $50,000 (i.e. an employee who earns $40,100 would receive $41,000).

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/27.

Section 5. Disability Insurance Plan. The City shall provide a long-term disability insurance plan for all employees covered by this agreement. The City shall pay 100% of the premium for the employee's short-term and long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XVI - RETIREMENT

Section 1. The City shall continue to make contributions for regular "Classic" employees (i.e. those who do not meet the definition of "New Member" under the California Public Employees' Pension Reform Act (PEPRA)) to the PERS plan known as two percent (2%) at fifty-five (55). Publications relating to employee benefits and rights shall be posted in the Employees' lounges when received by the City.

Section 2. The City shall pay the Employer Paid Member Contribution (EPMC) to their retirement plan subject to *Section 3*, and place it in the employees' individual accounts.

Section 3. Employees hired prior to June 30, 2010 shall contribute 3% of the EPMC and the City will pay the remaining 4%.

Section 4. "Classic" employees hired after June 30, 2010 shall contribute 6% of the EPMC and the City will pay the remaining 1%.

The EPMC is not reported to CalPERS as special compensation.

Section 5. The City's PERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's PERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of $2.00 per month.

Section 7. The City's PERS contract shall provide for the "One Year Highest Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit for eligible employees.

Section 8. Employees hired after January 1, 2013 who meet the definition of New Members under PEPRA, are subject to all laws, statutes, rules and regulations of PEPRA. New members are generally, but not exclusively, those employees hired on or after January 1, 2013 who are not already CalPERS members, or those employees who were CalPERS members as a result of employment for another CalPERS agency, but then had a 6-month break in serve before starting to work for the City.

Section 9. In the event the City and its employees are required to participate in the Federal Social Security program, the employee contribution designated by law would be the responsibility of the employee, and the City shall not be obligated to pay or “pick up” any portion thereof.

ARTICLE XVII – ONE-TIME RETIREMENT INCENTIVE

A. A one-time retirement incentive will be offered to employees with 10 or more years of service with the City. To qualify, the employee must be age 50 or older as of July 1, 2024 and have submitted their notice of retirement between the date of ratification of the MOU and August 31, 2024 with an effective retirement date no later than December 31, 2024. The employee will have the option to have the payment deposited into their RHS account or their 457 plan (if eligible).

B. The amount of the one-time incentive is based on years of continuous, full-time service with the City as follows:

- 25 or more years - $25,000
- 20-24 years - $20,000
- 15-19 years - $15,000
- 10-14 years - $10,000

ARTICLE XVIII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement. Employees who meet the requirements of the plan and who secure at least a passing grade ("C") shall receive up to $1,500 per fiscal year (July 1 to June 30) to attend accredited colleges taking courses pursuant to the employees' training and education programs. Reimbursement shall include the cost of tuition, fees and books, and all mandatory supplies. (Mandatory supplies shall include only such items necessary to complete compulsory assignments/projects required by instructors.)

ARTICLE XIX - SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable State and Federal laws which relate to health and safety.

Section 2. All persons who drive City vehicles shall be subject to the DMV Employer Pull

Notice Program.

ARTICLE XX - LAYOFF PROCEDURES

Section 1. Policy.

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given a minimum of one month's notice, and written notice of the reasons for such action. The City will discuss with the Association the impact of the layoff and alternatives available. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be terminated by the department head when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

ARTICLE XXI - REINSTATEMENT

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff time exceeds 30 consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the department head and City Manager, be considered for reinstatement to a position in the same or similar class in the classified service within two years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the department head to reappoint a former employee should they desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XXII - TRANSFER, PROMOTION AND DEMOTION

Section 1. Transfer.

A. An employee may be transferred at any time from one position to another position in the same or comparable class having the same salary range and reasonably similar qualifications. Transfer involving a change from one department to another will require consent of both department

heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Agreement. No person may be transferred to a position for which they do not possess the minimum qualifications. Transfers shall be accomplished, when practicable, with consideration of the City's Affirmative Action Plan. The City Manager may require a transferring employee to serve a new probationary period.

B. For purposes of this Agreement, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the department head.

Section 2. Promotion.

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The City Manager shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the department head, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service, with consideration for the City's Affirmative Action Plan.

Section 3. Demotion.

A. The department head, with approval of the City Manager, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform their required duties falls below acceptable standards.
2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.
4. When an employee requests such demotion and has the consent of the prospective supervising official.
5. For any other reasonable grounds as approved by the City Manager.

B. No employee shall be demoted to a classification for which they do not possess the minimum qualifications. Written notice shall be given an employee at least three working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XXIII - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct.

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails to perform all responsibilities listed below in Section 2, "Association Responsibility", in good faith, the City may suspend any and all of the rights, privileges, accorded to the Association under this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility.

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section A, "Prohibited Conduct", the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section A, "Prohibited Conduct", and return to work.

B. If the Association performs all of the responsibilities set forth in Section A herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section A "Prohibited Conduct".

ARTICLE XXIV - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with state or federal law.

Section 2. Notwithstanding the provisions of Section 1 of Article XXV below, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable state law.

ARTICLE XXV - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 2. During the term of this Agreement (FY2024 – 2027), the CEA agrees to review any proposed changes to the City's Personnel Rules and Regulations. In response to a request by the CEA, the City will provide a minimum of five working days to review or respond to any item that affects wages, hours, and other terms and conditions of employment. Any request(s) by the City to the CEA will be in writing (email, memo, letter, etc.) and forwarded directly to at least one designated member of the CEA Board.

ARTICLE XXVI - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by Law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by Law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.
B. To determine the existence or non-existence of facts which are the basis of the management decision.
C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
E. Methods of financing.
F. Types of equipment or technology to be used.
G. To determine and/or change the facilities, methods, technology, means and size of the workforce by which the City operations are to be conducted.
H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
K. To establish and modify productivity and performance programs and standards.
L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
M. To determine job classification and to reclassify employees.
N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
O. To determine policies, procedures and the standards for selection, training and promotion

of employees.

P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
Q. To maintain order and efficiency in its facilities and operations.
R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of Law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXVII - EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

ARTICLE XXVIII - SEPARABILITY

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXIX - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. The term of this Memorandum of Understanding shall commence at 12:00 A.M., July 1, 2024, and shall continue in full force and effect until 11:59 P.M., June 30, 2027.

ARTICLE XXX - RATIFICATION AND EXECUTION

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association.

CITY OF CYPRESS

By:_____ Date: 7/1/24
Matt Burton, Director of Finance and Administrative Services

By:_____ Date: 7/1/24
Regina Nguyen, Human Resources Manager

By:_____ Date: 7/1/24
Nancy Gallardo, Human Resources Analyst

CYPRESS EMPLOYEES' ASSOCIATION

By:_____ Date: July 1, 2024
Pat Hough, CEA Representative

By:_____ Date: 7/1/2024
Kori Sanders, CEA Representative

By:_____ Date: 7/1/2024
Julie Marquez, CEA Representative

By:_____ Date: 7/1/2024
Taylor Burtle, CEA Representative

EXHIBIT "A"

Cypress Employees' Association Efffective 7/5/2024									
Regular F/Time Classifications	**SALARY RANGES (Per Month/Hour)**								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Associate (Civil) Engineer	$8,933	$9,158	$9,383	$9,615	$9,849	$10,096	$10,339	$10,599	$10,858
	51.5365	52.8346	54.1327	55.4712	56.8212	58.2462	59.6481	61.1481	62.6423
Project Manager	$8,933	$9,158	$9,383	$9,615	$9,849	$10,096	$10,339	$10,599	$10,858
	51.5365	52.8346	54.1327	55.4712	56.8212	58.2462	59.6481	61.1481	62.6423
Associate Planner	$7,410	$7,592	$7,776	$7,972	$8,167	$8,371	$8,573	$8,790	$9,003
	42.7500	43.8000	44.8615	45.9923	47.1173	48.2942	49.4596	50.7115	51.9404
Accountant	$7,271	$7,453	$7,634	$7,825	$8,017	$8,217	$8,418	$8,628	$8,838
	41.9481	42.9981	44.0423	45.1442	46.2519	47.4058	48.5654	49.7769	50.9885
Computer Support Specialist	$6,740	$6,908	$7,076	$7,254	$7,430	$7,616	$7,802	$7,997	$8,192
	38.8846	39.8538	40.8231	41.8500	42.8654	43.9385	45.0115	46.1365	47.2615
Assistant Planner	$6,438	$6,598	$6,759	$6,929	$7,099	$7,277	$7,454	$7,639	$7,826
	37.1423	38.0654	38.9942	39.9750	40.9558	41.9827	43.0038	44.0712	45.1500
Code Enforcement Officer II	$6,418	$6,579	$6,740	$6,908	$7,076	$7,254	$7,430	$7,616	$7,802
	37.0269	37.9558	38.8846	39.8538	40.8231	41.8500	42.8654	43.9385	45.0115
Code Enforcement Officer I	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579	$6,740	$6,908	$7,076
	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558	38.8846	39.8538	40.8231
Engineering Aide	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579	$6,740	$6,908
	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558	38.8846	39.8538
Senior Account Clerk	$5,424	$5,559	$5,692	$5,837	$5,980	$6,130	$6,279	$6,437	$6,592
	31.2923	32.0712	32.8385	33.6750	34.5000	35.3654	36.2250	37.1365	38.0308
Community Outreach Officer	$5,410	$5,545	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579
	31.2115	31.9904	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558
Police Services Officer	$5,410	$5,545	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579
	31.2115	31.9904	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558

Cypress Employees' Association									
Efffective 7/5/2024									
Regular F/Time Classifications	**SALARY RANGES (Per Month/Hour)**								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Secretary to Department Head	$5,367	$5,495	$5,631	$5,772	$5,913	$6,063	$6,210	$6,365	$6,517
	30.9635	31.7019	32.4865	33.3000	34.1135	34.9788	35.8269	36.7212	37.5981
Recreation Coordinator	$5,282	$5,414	$5,546	$5,684	$5,824	$5,966	$6,112	$6,264	$6,418
	30.4731	31.2346	31.9962	32.7923	33.6000	34.4192	35.2615	36.1385	37.0269
Office Specialist/Police	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Account Clerk II	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Admin. Services Tech. II	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Police Clerk II	$4,575	$4,688	$4,803	$4,922	$5,042	$5,167	$5,295	$5,424	$5,559
	26.3942	27.0462	27.7096	28.3962	29.0885	29.8096	30.5481	31.2923	32.0712
Account Clerk I	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Administrative Clerk/ Community Development	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Admin. Services Tech. I	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Office Assistant II	$4,099	$4,203	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985
	23.6481	24.2481	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596
Police Clerk I	$3,952	$4,051	$4,150	$4,251	$4,355	$4,466	$4,575	$4,688	$4,803
	22.8000	23.3712	23.9423	24.5250	25.1250	25.7654	26.3942	27.0462	27.7096
Office Assistant I	$3,719	$3,814	$3,906	$4,004	$4,099	$4,203	$4,305	$4,411	$4,518
	21.4558	22.0038	22.5346	23.1000	23.6481	24.2481	24.8365	25.4481	26.0654

Effective July 4, 2025, based upon the previous 12-month period for the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

Effective July 3, 2026, based upon the previous 12-month period for the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE CYPRESS EMPLOYEES' ASSOCIATION

ARTICLE I - RECOGNITION

Section 1. Pursuant to the Provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized the Cypress Employees' Association as the majority representative of the employees in the bargaining unit, which includes all general miscellaneous classifications.

Section 2. The City shall recognize the Association as the representative of the employees in the classifications and assignments set forth in Section 1. above for the purpose of meeting its obligation under this Agreement, the Meyers-Milias-Brown Act, Government Code §3500, et. seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

Section 3. Recognizing the above-mentioned body, the City encourages open and good faith negotiations between the City and its employees through their Employees' Association Representatives.

ARTICLE II - NONDISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification recognized by state or federal law, including but not limited to: race, color, sex, age, national origin, disability, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the state or federal agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement in compliance with state or federal anti-discrimination laws.

Section 2. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA). To comply with state and federal law, the language below shall apply:

A. The ADA/FEHA requires reasonable accommodations for individuals protected under the ADA/FEHA, and because reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The City has the legal obligation to meet with the individual employee or applicant to be accommodated before any adjustment is made in working conditions. The Association will not be notified of these proposed accommodations prior to implementation by the City, unless the employee desires such notice.

C. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

~~Section 3. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.~~

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan.

A. All employees covered by this Agreement shall be included under the Basic Compensation Plan. Every position under this Plan shall be assigned a range established by the City Council by resolution. All pay changes shall be at the beginning of the closest start of the pay period, unless there is a special justification as approved by the Personnel Officer. The salary schedule shall consist of nine steps within each range: A step, A1 step, B step, B1 step, C step, C1 step, D step, D1 step and E step.

B. The A step, is the minimum rate and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the A step upon the recommendation of the department head and the approval of the City Manager or their ~~his~~ designee when it is decided that such action is in the best interest of the City.

C. Employees hired at the A step may be eligible for a merit adjustment at the end of six months of employment. Employees hired above the A step may be eligible for a merit adjustment at the end of one year of employment.

D. Subsequent merit adjustments are intended to encourage an employee to improve their ~~his~~ work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one year of service at their current step. An employee can move either one or two steps for merit adjustments, based upon the recommendation of the department head and approval of the City Manager or their ~~his~~ designee.

E. All rates shown are in full payment for services rendered and covers full payment for the number of hours now being regularly performed in each class.

F. The comprehensive wage and salary plan, as outlined herein, is based on a 40-hour work week for all employees covered by this Agreement.

Section 2. Initial Compensation. All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for the position's class. The initial employment shall generally be at the minimum rate for the class. However, the appointing power may, with approval of the City Manager or their ~~his~~ designee, when circumstances warrant it, appoint at other than the minimum step.

Section 3. Evaluation Date Shall be Established as Follows:

A. Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their evaluation date.

B. Employees appointed, promoted or reinstated on or between the sixteenth and the last day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of the month immediately following, as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluation dates shall not change following demotions or transfers.

Section 4. Advancement Within Salary Range.

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancements in salary shall not be automatic, but shall depend upon increased service value of the employee to the City.

C. The department head and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the department head with approval of the City Manager or their ~~his~~ designee.

D. Employees beginning at A step must be reviewed for performance advancement prior to the completion of six months of service from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve months from the effective date of their ~~his~~ last performance step increase, special performance advancement or promotion. Nothing contained herein shall restrict the department head from denying the increase after evaluation, nor shall it prevent them ~~him~~ from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the department head for the purpose of maintaining uniformity of standards throughout the department.

F. Supervisors/Managers evaluating employees (who are not at the top of their pay range) will use the following merit-based rating criteria to determine the amount of an increase an employee is eligible to receive:

- Rating of Outstanding – Eligible for two half steps, which represents a 5% increase
- Rating of Satisfactory - Eligible for one half step, which represents a 2.5% increase
- Rating of Needs Improvement or Unsatisfactory – Not eligible for an increase

Section 5. Salary Increases Following Promotion. When an employee in the City is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% over the base salary received immediately prior to the promotion (e.g. approx. 5% is 4.5% or higher).

Section 6. Salary Decreases Following Demotion. In the case of a demotion of an employee in the department to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as recommended by the department head and approved by the City Manager or their ~~his~~ designee. The employee shall retain their ~~his~~ previous anniversary date.

Section 7. Salary Following Transfers. In the case of the transfer of any employee from one position to another in the same class to which the same salary range is applicable, the employee shall remain at the same step and shall retain their ~~his~~ same anniversary date.

Section 8. Adjustment of Salary Ranges. When a salary range for a given classification is revised upward or downward, the positions within the affected classifications shall have their existing salary adjusted to the same relative step in the new salary range and their evaluation date shall not be changed.

Section 9. Salary and Benefits on Suspension. During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except they ~~he~~ shall not forfeit their ~~his~~ medical health plan, dental insurance plan, vision insurance plan, retirement plan, disability insurance or life insurance plans. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

Section 10. Salary Increases

Salary increases for all represented classes will be implemented at the beginning of the pay period as follows and as reflected in Exhibit "A" attached hereto:

~~Effective July 9, 2021, a three percent (3%) range adjustment.~~

~~Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 2.5% range adjustment.~~

~~Effective July 7, 2023, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 2% to a maximum 2.5% range adjustment.~~

Effective July 5, 2024, a five percent (5%) range adjustment.

Effective July 4, 2025, based on the 12-month May 2025 CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

Effective July 3, 2026, based on the 12-month May 2026 CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

~~Section 11. One-Time Payment~~

~~Members who have been employed with the City since March 16, 2020 and remain employed through June 30, 2021, will receive a one-time non-PERSable gross payment of $5,000.~~

~~Regular part-time employees (scheduled to work 30 hours or more per week) who have been employed with the City since March 16, 2020 and remain employed through June 30, 2021, will receive a one-time non-PERSable gross payment of $3,750.~~

~~Members who began employment after March 16, 2020, but remain employed through June 30, 2021 will receive a one-time non-PERSable gross payment of $1,000.~~

~~Where eligible and in accordance with the Department of Treasury's final guidelines, these one-time payments will be deemed "premium pay" under the American Rescue Plan Act and are intended to recognize and compensate eligible workers on the frontline, working in the field during the COVID-19 pandemic. Any one-time payment determined ineligible for premium pay classification under the American Rescue Plan Act will be paid with other City or Park District resources. Payment will be included in a regular payroll within 40 days of ratification of this agreement.~~

~~The parties agree and stipulate that these payments shall not be deemed to be salary or performance based compensation and shall not be considered special compensation or incentive pay and therefore, shall not be deemed in law to be reportable compensation to CalPERS. The gross distribution of each payment shall be subject to all mandated State/Federal withholdings and shall not be deemed an adjustment to any recipient's base salary, salary range or salary step. Furthermore, the payment will at no time be considered or used in the calculation of overtime compensation.~~

Section 11~~2~~. Payroll Schedule and Direct Deposit.

The City's payroll is based on a bi-weekly pay schedule with the pay day occurring every other Friday following the end of a pay period. All employees are required to participate in the City's direct deposit payroll program.

ARTICLE IV - HOURS OF WORK

Section 1. Standard Workw ~~W~~eek. The standard workweek shall be 40 hours. However, all employees of the department shall be subject to be called for service at any time to meet any and all emergencies or unusual conditions which, in the opinion of the department head or designee, may require such service from any of said employees.

Section 2. 5/8 Work Schedule. Employee works five 8-hour shifts in a 7-day FLSA workweek.

Section 3. 9/80 Work Schedule. Employee works eight 9-hour days and one 8-hour day in two 7-day FLSA workweeks.

Section 4. 4/10 Work Schedule. Employee works four 10-hour shifts in a 7-day FLSA workweek. Classifications subject to this work schedule typically include: Police Clerk I, Police Clerk II and Police Services Officer.

Section 5. 3/12.5 Work Schedule. For those employees in the classification of Police Services Officer assigned to patrol/jail duties, employee works three 12.5-hour shifts with four consecutive days off in each 7-day work cycle of a 28-day work period, except that the employee must work one additional 10-hour shift during the work period. The 12.5-hour shift shall include a paid lunch/meal period. Police Management may assign a maximum of six employees in the classification of Police Services Officer to patrol/jail duties.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Definition. Overtime work for regular full-time, regular part-time, and probationary employees shall be defined as any hours worked beyond 40 hours in a 7-day Fair Labor Standards Act (FLSA) workweek. Leave time, with the exception of sick leave, will be counted toward that calculation. Employees in the classification of Police Services Officer assigned to patrol/jail duties under the 3/12.5 Work Schedule shall earn overtime after the first 160 hours of time worked in a 28-day cycle, as allowed under the FLSA 7(k) exemption.

Section 2. Compensation. Authorized overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay or by ~~allowing~~ accruing compensatory time ~~off~~ at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. All paid leaves will be

counted as time worked, with the exception of sick leave.

Section 3. Use of Compensatory Time. Employees shall be permitted to accumulate a maximum of 120 hours of compensatory time. All accumulated compensatory time shall be paid by the City to the employee in the December special payroll of each year unless the employee requests that up to a maximum of 80 hours of accumulated compensatory time be carried over to the following payroll year. Requests to carry over hours must be made in writing to Human Resources by December 15 of the prior calendar year., For example, employees wishing to carry over hours from calendar year 20242 to 20253, must submit the request in writing to Human Resources by December 15, 20241. Should an employee desire to take compensatory time off, they he shall file a written request with the department head who shall grant time off unless it interferes with the normal operation of the department. The granting of compensatory time off shall be at the sole discretion of the department head or their his designee.

Section 4. Overtime Reporting. In order for an employee to earn compensation for overtime, they he must receive prior supervisor or department head approval. Overtime worked to meet an emergency situation does not require advance approval, but shall be certified by the department head before being credited to the employee's record.

Section 5. Authorization. It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Callback. Employees in the classification of Police Services Officer assigned to Property and Evidence shall be paid a minimum of two hours of overtime when called back for other than a normal shift or work day assignment and has already departed from the work premises. All other employees shall be paid for time worked. Employees called back as defined above shall be paid one and one-half (1-1/2) times the employee's regular rate of pay. Callback time shall commence from the time the employee reports to the work location.

Section 2. Shift Differential Pay (SDP) – Employees in the classification of Police Services Officer who work a regularly scheduled night shift assigned for the duration of a shift rotation period, as designated by Police Management, are eligible for Shift Differential Pay (SDP). A night shift is defined as 5:30 P.M. to 6:00 AM. SDP shall be paid at 5% above the employee's current hourly rate of pay for all regular and overtime hours worked. A maximum of three employees in the classification of Police Services Officer may be assigned.

Section 3. Training Time. When an employee is sent to a training program at the request of the City, the employee shall be paid for actual hours attending the training (typically 8 hours) and such hours of pay shall be credited towards the computation of overtime. The department shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. The department head may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

Section 4. Bilingual Pay.

A. Subject to the conditions of this Section, employees assigned to the Police Department who, in

the course of their assignment, may be required to speak or understand another approved language besides English or translate such language to English on a regular basis, will be compensated $100.00 per month.

B. An employee may apply for bilingual pay at any time and will be responsible for initiating a written request to Human Resources. All requests shall be subject to the ~~Police Chief~~ department head and Personnel Officer's approval and only those assignments that are determined to reasonably utilize bilingual skills on a regular basis in a language beneficial to the department, shall be considered.
C. Human Resources shall administer competency testing to certify the employee is eligible for bilingual pay based on the employee's basic bilingual skills proficiency. Such certification shall be a condition to qualify for bilingual pay.
D. An employee who becomes certified to receive bilingual pay shall be compensated such pay effective the beginning of the first pay period immediately following certification. Human Resources shall be responsible for processing appropriate forms for additional pay.
E. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may reapply for eligibility at least three months after the testing.
F. If it is determined that the employee is no longer utilizing bilingual skills on a regular basis due to disability (more than one month), extended leave of absence, or similar circumstance, bilingual pay will cease at the beginning of the payroll immediately following said date. Such determinations shall be made by the Personnel Officer.
G. Any consideration for adding and/or eliminating languages to this provision shall be made by the ~~Police Chief~~ department head and Personnel Officer. Such considerations shall be made on department needs and neighboring cities' ethnic population.
~~H. The City agrees to review data on the frequency of translation services provided by members outside of the Police Department and reconvene with the association representatives prior to the expiration of this agreement to determine if the need to expand bilingual pay to CEA members in other departments is necessary.~~
H. Bilingual pay will be suspended after 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. Bilingual pay will be reinstated on the first payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), bilingual pay will be suspended effective immediately (no new 30-day wait period).

Section 5. Educational Incentive Pay. The employee listed below shall be compensated for educational incentive pay as indicated. No other employees shall be eligible to receive education incentive pay. Education incentive pay will be suspended after 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. The allowance will be reinstated on the first full payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), the allowance will be suspended effective immediately (no new 30-day wait period).

EMPLOYEE	POSITION	EDUCATION INCENTIVE PAY
Pat Hough	Administrative Services Tech II	$30.00/month

Section 6. Shoe Allowance. City and Association acknowledge and agree the City will provide a shoe allowance for protective footwear to employees in the following classifications: Administrative Services Technician, Code Enforcement Officer, and Engineering Aide. The shoe allowance is in the amount of $100.00 per MOU contract year. Protective footwear, under this provision, worn by the above classifications shall provide protection against exposure to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions. Safety shoes or

boots worn as protective footwear shall meet the standards established by Cal-OSHA.

Section 7. Uniform Allowance.

A. Designated police department employees who are required to wear a uniform shall receive a biannual uniform allowance in accordance with the following:

Community Outreach Officer	$375.00 ~~$325.00~~
Police Clerk I	$350.00 ~~$300.00~~
Police Clerk II	$350.00 ~~$300.00~~
Police Services Officer	$375.00 ~~$325.00~~

B. The uniform allowance will be suspended after an employee is off work for 30 consecutive days on any leave of absence, either paid or unpaid, and will be effective beginning the 31st day. For example, if a Police Services Officer is off work starting February 15 and returns to work on May 1, they are off for a total of 75 days. The Police Services Officer will not be eligible to receive uniform allowance for 45 days and the biannual payment of $375 will be prorated. In this instance, the employee is not eligible to receive 25% of their biannual allowance (45 days during the 180-day six-month period). Therefore, when the allowance is paid in June, the Police Services Officer would be paid $281.25 (75% of $375). The allowance will be reinstated on the first full payroll back from leave of absence (worked 80 hours). If an employee returns from an extended leave of absence, only to go back on leave (within a one-year period of their return), the allowance will be suspended effective immediately (no new 30-day wait period).

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day. Employees shall earn 8 hours for each holiday. Employees must use other forms of accrued leave to make up the difference between holiday hours earned and those required to be used when working an alternative work schedule.

B. Beginning the first pay period of the payroll year current employees shall be credited with one floating holiday (9 working hours). Employees hired after the beginning of the payroll year, but before September 1 of the payroll year, will be credited with one floating holiday. The floating holiday may be taken subject to approval of the department head after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. The floating holiday must be taken as paid time off in the payroll year of crediting. There shall be no cash payment for unused floating holiday hours.

C. For employees who are scheduled to work on a holiday or the holiday falls on their scheduled day off, the holiday leave may be used during the payroll year. There shall be no carryover of unused holiday.

D. When an employee who is required to work on a holiday becomes ill and is unable to report to work that day, the employee shall be paid at the straight time rate for the sick leave hours

scheduled to work on said day, and the holiday hours will remain in their leave bank for use during the payroll year.

ED. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday. When any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

FE. Religious holidays requested off shall be done so in writing to the department head. If approved, such time shall be charged against accumulated vacation, compensatory time, personal leave, holiday or floating holiday.

Section 2. Employees Required to Work on Holidays.

A. Any employee eligible for holiday pay, required to work on a day designated as a holiday under the provisions of the Personnel Rules, shall be paid at the straight time rate for the normal work hours on said day and, in addition, shall receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holiday shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provisions. When a holiday falls on a normally assigned day off for an employee who is eligible to receive holiday pay, that employee shall receive additional pay equal to and in lieu of time off for said holiday. Said additional pay equal to and in lieu of time off for said holiday shall be 8 hours at the employee's straight time hourly rate of pay.

B. When an employee eligible for holiday pay, who is required to work on a day designated as a holiday under the provisions of the Personnel Rules, becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day, and in addition will receive pay equal to and in lieu of time off for said holiday.

Section 23. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

ARTICLE VIII - PROBATIONARY PERIOD

Section 1. Regular Appointments Following Probationary Period.

A. The original appointment of every employee, other than those whose appointment is exempt, shall be tentative and subject to a probationary period of twelve (12) months of service.

B. The promotional appointment of every employee shall be tentative and subject to a probationary period of six months.

C. Human Resources shall notify the department head and the probationer concerned, two weeks prior to the termination of the probationary period.

D. If the service of the probationary employee has been satisfactory, the department head shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee from probationary to regular status shall be made or become effective until approved by the Personnel Officer.City

~~Manager or his designee.~~

Section 2. Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their ~~his~~ position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Employee Performance Reports.

A. Each probationary employee shall have their ~~his~~ performance evaluated at the end of each three months of service or at a more frequent interval when deemed necessary by the appointing power. Regular employees shall have their performance evaluated annually or at more frequent intervals when deemed necessary by the appointing power. Such evaluations shall be reported in writing and in a form approved by the Personnel Officer.

B. An employee's performance evaluation shall be filed with Human Resources and made a part of the employee's personnel records, with one copy retained by the department, and one copy given to the employee.

Section 4. Rejection of a Probationary Employee.

A. During the probationary period, an employee may be suspended, demoted or terminated any time by the department head, with approval of the City Manager, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with Human Resources~~the Personnel Officer~~.

B. An exception will be applied where the probationary employee's job termination or dismissal is based on charges of misconduct which stigmatizes their ~~his~~ reputation or seriously impairs their ~~his~~ opportunity to earn a living, or which might seriously damage their ~~his~~ standing and association in the community. Where there is such a deprival of a "liberty interest", the employee shall be given pre-disciplinary procedural due process as defined in the Personnel Rules. Prior to the disciplinary action becoming final, the employee must be notified of their ~~his~~ right to the appeal procedures as outlined in the Personnel Rules.

~~**ARTICLE IX – REGULAR PART-TIME BENEFITS**~~

~~Section 1. Regular part-time employees who are regularly scheduled to work 30 hours or more per week shall accrue leave time and receive health benefits at a rate of 75%.~~

ARTICLE IX - VACATION

Section 1. Eligibility. All regular full-time and regular part-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at their ~~his~~ then current rate of pay.

Section 2. Vacation Accrual.

A. Each regular full-time and probationary employee shall accrue vacation leave by the following formula:

Hours/Month	Year of Employment	Annual Amount (Hours)
1. 6.6670	1st year	80 hours.
2. 7.3334	2nd year	88 hours.
3. 8.0000	3rd year	96 hours.
4. 8.6667	4th year	104 hours.
5. 9.3334	5th year	112 hours.
6. 10.0000	6th year	120 hours.
7. 10.6667	7th year	128 hours.
8. 11.3334	8th year	136 hours.
9. 12.0000	9th year	144 hours.
10. 12.6667	10th year	152 hours.
11. 13.3334	11th year	160 hours, and each month thereafter.

Section 3. Anniversary Date.

A. Employees hired on or between the first and fifteenth day of the month shall have the first day of that same month as their anniversary date.

B. Employees hired on or between the sixteenth and the last day of the month shall have the first day of the following month as their anniversary date.

Section 4. Maximum Accrual. An employee may accumulate unused vacation to a maximum of the amount accrued in the 24 months immediately preceding the employee's anniversary date of employment. Vacation shall cease accruing subsequent to reaching said maximum with further accrual occurring only upon the vacation balance falling below the maximum accumulation.

Section 5. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the ~~his~~ current payroll ~~anniversary~~ year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. Request for payment shall be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. ~~on the employee's anniversary date.~~ For example, if an employee ~~with an anniversary date of April 1~~ submits a payout request of 80 hours prior to December 15, 2024~~1~~ and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025 (if accrued vacation at that time is equal to or exceeds 80 hours).~~April 2022.~~

Section 6. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in

writing, signed by the employee and filed with Human Resources. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE X~~I~~ - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Pay.

A. Excluding leave which may fall under the Federal Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), upon recommendation from the department head, with approval of the City Manager, a regular employee may be granted a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed one year. Approval of such leave shall be in writing and a copy filed with Human Resources.

B. At the expiration of the approved leave, within a reasonable period of time, after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, within a reasonable time after notice to return to duty, shall be cause for discharge.

C. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan for the first 30 days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan and retirement plan. Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave. Regular and probationary full-time employees may be granted a paid bereavement leave of absence by reason of death in the immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, registered domestic partner, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said paid leave, the employee shall be allowed a maximum of 40 hours of bereavement leave. ~~5 working days. Employees shall receive 8 hours of pay for each day lost from work of bereavement leave they are entitled to as set forth above.~~

Section 3. Military Leave of Absence.

A. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the department head of such leave request 10 working days in advance of the beginning date of such leave.

B. In addition to the provisions of state and federal law, the City shall continue to provide to said employee the current health benefits medical, dental, disability and life insurance, and retirement (if applicable) for the first six months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees in the bargaining unit. After the first six months of military leave, the employee may continue said health benefits at their ~~his~~ cost.

Section 4. Pregnancy Disability Leave of Absence.

A. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave for a maximum ~~minimum~~ period of four months provided that a lesser period may be granted upon the request of the employee.

B. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, sick leave with or without pay, extended sick leave, or accumulated sick leave benefits.

C. Employees are encouraged to report pregnancy. Where the nature of the duties performed are hazardous or burdensome, the employee may be required to submit medical evidence as to fitness for the performance of duties of the position.

D. Regular full-time and probationary employees shall be placed on medical leave when the employee's physician states that medical disability would interfere with the performance of the duties of the position or continuing work would be hazardous. Should disagreement arise between the department head and the employee's physician as to the hazardous nature of the job or the ability of the employee to perform the job, a physician representing the City will resolve the conflict. The decision will be binding upon all the parties.

E. Following childbirth and upon release from medical treatment for the disability resulting from the pregnancy, the employee must submit a medical statement of fitness to perform the duties of the position to Human Resources. Upon expiration of an approved pregnancy disability leave of absence, the employee shall be reinstated in the position held at the time leave was granted.

Section 5. Family Leave. The City shall comply with State and Federal Family Medical Leave Laws.

Section 6. Unauthorized Leave of Absence. Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, to and including termination of employment.

ARTICLE XI~~I~~ - JURY DUTY

Section 1. Compensation for Jury Duty.

A. Regular or probationary employees required to report for jury duty shall be granted leave of absence for such purpose, upon presentation of a jury notice to the department head. Said employees shall receive full payment for the time served on jury duty, provided the employee remits any fees received for such jury service, excluding payment for mileage, to the Finance Department.

Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be retained by the employee.

B. If the sum of the employee's jury duty responsibilities is less than a full workday, the employee shall contact their ~~his~~ supervisor as to the feasibility of returning to work that day.

C. The employee shall not receive regular pay for work and pay for jury service which shall be in excess of 8 hours pay in any one day.

ARTICLE XII~~I~~ - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. In special circumstances, when in the best interest of the City, the City Manager or their ~~his~~ designee may approve a temporary assignment of a probationary or regular employee to a higher~~-~~ level classification.

Section 2. The City may work employees in a temporary assignment for up to 20 consecutive working days without additional compensation. The City may work employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer in a temporary assignment for up to 30 consecutive working days without additional compensation.

Section 3. Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on a non-medical related leave.

Section 4. An employee shall receive temporary assignment pay at the lowest step in the higher classification salary range that would represent a salary increase of at least five percent (5%) above the employee's salary, for work performed within the scope and responsibilities of the higher classification on the twenty-first (21st) consecutive day out of class, or on the thirty-first (31st) consecutive day out of class for employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer, and for each consecutive day thereafter an employee works out of class.

Section 5. During the 20 consecutive working day eligibility period before an employee is entitled to receive temporary assignment pay, or the 30 consecutive working day eligibility period for employees in the classifications of Police Clerk I, Police Clerk II and Police Services Officer, an employee may only be absent from work for a maximum of 16 cumulative hours. Any absence in excess of 16 hours shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of 16 hours, the 20 consecutive day eligibility period or 30 consecutive day eligibility period shall begin the day after the employee returns to work.

Section 6. A temporary assignment shall not exceed one year.

ARTICLE XIII~~IV~~ - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

B. The employee may use up to 48 hours of sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner; grandparent; grandchild; ~~or~~ sibling; or designated person.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of 8 hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 calendar days in that month.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted by the City Manager or their ~~his~~ designee on an annual basis to all employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment~~, during the subsequent December on a date determined by Human Resources,~~ at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted by the City Manager or their ~~his~~ designee on an annual basis to all employees covered by this Agreement who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment~~, during the subsequent December on a date determined by Human Resources,~~ at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to opt for payments stated in Section 4. (A) and (B) above, must notify Human Resources in writing by December 15 for payment in the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 2024~~1~~, payment will be issued in December 2025~~2~~ (if eligible). The maximum number of hours eligible for payout in December 2025~~2~~ will be based on the sick leave hours used in the 2025~~2~~ payroll year and may be less than the maximum requested. The sick leave hours for which the employee receives payment shall be deducted from their ~~his~~ sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

D. In accordance with the annual conversion policy set forth in Section 4. (A), (B) and (C) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

E. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

F. Upon death, retirement, separation of termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at fifty percent (50%) compensation.

G. In accordance with the payment plan set forth in Section 4. (E) and (F) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

~~H. The employee listed below is entitled, upon a service retirement which is not surrounded by discipline, to one-hundred percent (100%) of accumulated sick leave hours paid at the employee's rate of pay on his last day of actual work, regardless of effective date of service retirement. Payment shall be made when the City receives "Notice of Placement on Retirement Roll" from CalPERS confirming a service retirement. The employee below opted to "grandfather" this benefit from the Cypress Police Officers' Association Memorandum of Understanding. No other employees shall be eligible to receive this benefit.~~

~~**EMPLOYEE POSITION**~~
~~Richard Morrow Police Services Officer~~

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have their ~~his~~ accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which they ~~he~~ receive~~s~~ payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to their ~~his~~ accumulated sick leave provided that: immediately upon return to duty, the employee submits to their ~~his~~ department head a written request for sick leave and a written statement signed by their ~~his~~ physician describing the nature and dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave.

A. In the event an employee's continuing illness results in depletion of sick leave accumulation, the employee may request, in writing, to their ~~his~~ department head and City Manager, a

leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of their ~~his~~ accumulated sick leave.

2. The employee presents to their ~~his~~ department head for referral to and consideration by the City Manager, a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming their ~~his~~ duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

4. The maximum period of such leave shall be three calendar months. If the employee desires an extension, they ~~he~~ shall follow, prior to the termination of their ~~his~~ initial leave, the procedure described in subparagraph (2) above.

Section 8. Related Leave Chargeable to Sick Leave.

A. An employee may be granted time off with pay for the conduct of personal business up to a maximum of 27 hours per payroll year. Sick leave utilization studies conducted by the City shall not include personal leave.

B. Such granting of time off with pay shall be subject to the discretion of the department head and City Manager. When any such time is authorized, it shall be charged against the employee's accumulated sick leave account.

Section 9. On-the-job Injury. For all regular employees covered by this Agreement, when an employee is disabled by injury or illness arising out of and in the course of their ~~his~~ duties for the City, they ~~he~~ shall become entitled, regardless of their ~~his~~ period of service with the City, to leave of absence for the period of such disability, but not exceeding one year, or until such earlier date as they are ~~he is~~ retired on permanent disability pension. Members are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five (5) working days of such disability, the City shall pay one hundred percent (100%) of the salary. Thereafter, the employee shall receive eighty percent (80%) of salary. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of their ~~his~~ service with the City may apply for benefits under the disability insurance plan provided by the City.

ARTICLE XIV - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration. The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding. In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund

the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Section 3. Changes. If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XVI - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

MEDICAL RATE PROVISIONS AND SCHEDULE

Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions (medical, dental, and life insurance contributions) and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

Pursuant to Government Code Section 22892, the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustment to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive.

Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply through December 31, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	$1400	$ 0
Employee + 1	$1400	$ 5
Employee + Family	$1400	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2025 through December 31, 2025:

Status	*City Maximum	*Employee Minimum
Employee Only	$1575	$ 0
Employee + 1	$1575	$ 5
Employee + Family	$1575	$10

The following monthly City maximum contribution and employee minimum contribution benefit

shall apply for the period January 1, 2026 through December 31, 2026:

Status	*City Maximum	*Employee Minimum
Employee Only	$1650	$ 0
Employee + 1	$1650	$ 5
Employee + Family	$1650	$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2027 through June 30, 2027:

Status	*City Maximum	*Employee Minimum
Employee Only	$1700	$ 0
Employee + 1	$1700	$ 5
Employee + Family	$1700	$10

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 1, 2021 through December 31, 2021:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1175~~	~~$ 0~~
~~Employee + 1~~	~~$1175~~	~~$ 5~~
~~Employee + Family~~	~~$1175~~	~~$10~~

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2022 through December 31, 2022:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~
~~Employee Only~~	~~$1250~~	~~$ 0~~
~~Employee + 1~~	~~$1250~~	~~$ 5~~
~~Employee + Family~~	~~$1250~~	~~$10~~

~~The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2023 through December 31, 2023:~~

~~Status~~	~~*City Maximum~~	~~*Employee Minimum~~

Status		Maximum	Minimum
Employee Only	$1325		$ 0
Employee + 1		$1325	$ 5
Employee + Family	$1325		$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2024 through June 30, 2024:

Status	*City Maximum	*Employee Minimum
Employee Only	$1400	$ 0
Employee + 1	$1400	$ 5
Employee + Family	$1400	$10

* The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that group health coverage is provided to the employee (by their spouse or other coverage), shall pay a cash allowance of $300 per month. [The same concept is applied to Dental at $5 per month]. The cash allowance will be prorated when an employee is on any leave of absence without pay. The proration will be waived during an approved FMLA leave (up to 12 weeks in a 12-month period). If the employee wants to have all or a portion of the deferred compensation payment to be credited towards the dependent coverage cost, then the remaining balance, if any, shall be credited to the employee's deferred compensation account. To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable group health coverage is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee may re-enroll in the plan pursuant to the PERS health plan rules.

B. Retiree Health Savings Plan. Beginning July 2024,

a. The City will contribute $125 $75.00 per month for each employee participating in the Retiree Health Savings Plan.

b. Employees hired after 7/1/07 are required to participate in the Retiree Health Savings Plan.

C. Supplemental Health Care Benefit - Eligible Retirees:

a. Benefit applies only to the following employees who made the election to be grandfathered in to the Supplemental Health Care Benefit: Richard Morrow, Doreen Shackelford.

b. Employees who retire from the City under a PERS service retirement, with at least 10 years of continuous service may be eligible for supplemental health care benefits effective on the date of

~~retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.~~

~~c. The retiree may receive a payment for this benefit pursuant to the following schedule:~~

~~Yrs. of Continuous Service~~	~~City Payment~~
~~10~~	~~$100/month~~
~~15~~	~~$150/month~~
~~20~~	~~$300/month~~

~~d. The monthly payment amount set forth in B above, can be used by the retiree to either continue his health care benefits as may be available through the PERS Health Plan or use the monthly payment amount to purchase alternative health care benefits. This monthly payment shall be sent to the eligible retiree by check, direct deposit, wire transfer or ACH.~~

~~e. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits.~~

~~f. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.~~

~~g. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.~~

Section 2. Dental Insurance Plan.

A. The City shall pay 100% of the employee's premium to a dental insurance plan.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of employee's share of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/274.

Section 3. Vision Plan. The City shall pay 100% of the employee's and dependent's premium to a vision insurance plan.

A. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/274.

Section 4. Life Insurance Plan. The City shall pay 100% of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to a maximum City paid coverage of $50,000 (i.e. an employee who earns $40,100 would receive $41,000).

A. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/274.

Section 5. Disability Insurance Plan. The City shall provide a long-term disability insurance plan for all employees covered by this agreement. The City shall pay 100% of the premium for the employee's short-term and long-term disability insurance plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

ARTICLE XVII - RETIREMENT

Section 1. The City shall continue to make contributions for regular “Classic” employees (i.e. those who do not meet the definition of “New Member” under the California Public Employees’ Pension Reform Act (PEPRA)) to the PERS plan known as two percent (2%) at fifty-five (55). Publications relating to employee benefits and rights shall be posted in the Employees' lounges when received by the City.

Section 2. The City shall pay the Employer Paid Member Contribution (EPMC) to their retirement plan subject to *Section 3*, and place it in the employees' individual accounts.

Section 3. Employees hired prior to June 30, 2010 shall contribute 3% of the EPMC and the City will pay the remaining 4%.

Section 4. “Classic” employees hired after June 30, 2010 shall contribute 6% of the EPMC and the City will pay the remaining 1%.

The EPMC is not reported to CalPERS as special compensation.

Section 5. The City's PERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's PERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of $2.00 per month.

Section 7. The City's PERS contract shall provide for the "One Year Highest Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit for eligible employees.

Section 8. Employees hired after January 1, 2013 who meet the definition of New Members under PEPRA, are subject to all laws, statutes, rules and regulations of PEPRA. New members are generally, but not exclusively, those employees hired on or after January 1, 2013 who are not already CalPERS members, or those employees who were CalPERS members as a result of employment for another CalPERS agency, but then had a 6-month break in serve before starting to work for the City.

Section 9. In the event the City and its employees are required to participate in the Federal Social Security program, the employee contribution designated by law would be the responsibility of the employee, and the City shall not be obligated to pay or “pick up” any portion thereof.

ARTICLE XVII – ONE-TIME RETIREMENT INCENTIVE

A. A one-time retirement incentive will be offered to employees with 10 or more years of service with the City. To qualify, the employee must be age 50 or older as of July 1, 2024 and have submitted their notice of retirement between the date of ratification of the MOU and August 31, 2024 with an effective retirement date no later than December 31, 2024. The employee will have the option to have the payment deposited into their RHS account or their 457 plan (if eligible).

B. The amount of the one-time incentive is based on years of continuous, full-time service with the City as follows:

- 25 or more years - $25,000
- 20-24 years - $20,000
- 15-19 years - $15,000
- 10-14 years - $10,000

ARTICLE XVIII - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement. Employees who meet the requirements of the plan and who secure at least a passing grade ("C") shall receive up to $1,500 per fiscal year (July 1 to June 30) to attend accredited colleges taking courses pursuant to the employees' training and education programs. Reimbursement shall include the cost of tuition, fees and books, and all mandatory supplies. (Mandatory supplies shall include only such items necessary to complete compulsory assignments/projects required by instructors.)

ARTICLE XIX - SAFETY AND HEALTH

Section 1. The City and the employees of the City agree to comply with all applicable State and Federal laws which relate to health and safety.

Section 2. All persons who drive City vehicles shall be subject to the DMV Employer Pull Notice Program.

ARTICLE XX - LAYOFF PROCEDURES

Section 1. Policy.

A. Whenever there shall be need for layoff, employees within the class(es) of position(s) involved shall be terminated in the following order: emergency, provisional, temporary, probationary, regular. The order of layoff of regular employees shall be based upon recommendation of the department head. The department head shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given a minimum of one month's notice, and written notice of the reasons for such action. The City will discuss with the Association the impact of the layoff and alternatives available. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same class of position.

B. An employee may be terminated by the department head when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work funds, or completion of work for which employment was made. Such termination shall not be subject to appeal.

ARTICLE XXI - REINSTATEMENT

Section 1. Policy.

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff

employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits shall accrue and the anniversary date shall be adjusted, if such layoff time exceeds 30 consecutive days.

B. Any regular employee who has resigned from the City's service in good standing may, upon written request and approval of the department head and City Manager, be considered for reinstatement to a position in the same or similar class in the classified service within two years of such termination. Such reinstatement shall be made without benefit of additional examination and may take precedence over employment lists, but in no way shall it be mandatory for the department head to reappoint a former employee should they ~~he~~ desire not to do so. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XXII - TRANSFER, PROMOTION AND DEMOTION

Section 1. Transfer.

A. An employee may be transferred at any time from one position to another position in the same or comparable class having the same salary range and reasonably similar qualifications. Transfer involving a change from one department to another will require consent of both department heads unless the City Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Agreement. No person may be transferred to a position for which they do ~~he does~~ not possess the minimum qualifications. Transfers shall be accomplished, when practicable, with consideration of the City's Affirmative Action Plan. The City Manager may require a transferring employee to serve a new probationary period.

B. For purposes of this Agreement, a transfer shall not include the reassignment of personnel within the internal operation of the department as may be made from time to time by the department head.

Section 2. Promotion.

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have City experience in a lower classification in the same occupational field performing work that is sufficiently preparatory for the work of the promotional classification. The City Manager shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

B. If, in the opinion of the department head, a vacancy in the department could be filled better by an open, competitive examination, then the department head may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open, competitive examination.

C. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service, with consideration for the City's Affirmative Action Plan.

Section 3. Demotion.

A. The department head, with approval of the City Manager, may demote an employee for any of the following reasons or conditions:

1. An employee whose ability to perform their ~~his~~ required duties falls below acceptable standards.
2. For disciplinary reasons set forth in Chapter 11.03 of the Personnel Rules and Regulations of the City of Cypress.
3. When the need for a position which an employee fills no longer exists.
4. When an employee requests such demotion and has the consent of the prospective supervising official.
5. For any other reasonable grounds as approved by the City Manager.

B. No employee shall be demoted to a classification for which they do ~~he does~~ not possess the minimum qualifications. Written notice shall be given an employee at least three working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

ARTICLE XXIII - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Conduct.

A. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

B. The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in Section A above may be subject to termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails to perform all responsibilities listed below in Section 2, "Association Responsibility", in good faith, the City may suspend any and all of the rights, privileges, accorded to the Association under this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access, check off, the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility.

A. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section A, "Prohibited Conduct", the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should

immediately cease engaging in conduct prohibited in Section A, "Prohibited Conduct", and return to work.

B. If the Association performs all of the responsibilities set forth in Section A herein, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section A "Prohibited Conduct".

ARTICLE XXIV - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with state or federal law.

Section 2. Notwithstanding the provisions of Section 1 of Article XXV below, there exists within the City certain personnel rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable state law.

ARTICLE XXV - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

Section 1. Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may; however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 2. During the term of this Agreement (FY20241 – 20274), the CEA agrees to review any proposed changes to the City's Personnel Rules and Regulations. In response to a request by the CEA, the City will provide a minimum of five working days to review or respond to any item that affects wages, hours, and other terms and conditions of employment. Any request(s) by the City to the CEA will be in writing (email, memo, letter, etc.) and forwarded directly to at least one designated member of the CEA Board.

ARTICLE XXVI - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by Law to manage the City, as such rights existed prior to the execution of this

Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by Law, shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.
B. To determine the existence or non-existence of facts which are the basis of the management decision.
C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish service.
D. To determine the nature, manner, means, and technology and extent of services to be provided to the public.
E. Methods of financing.
F. Types of equipment or technology to be used.
G. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
H. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation.
I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
K. To establish and modify productivity and performance programs and standards.
L. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedures.
M. To determine job classification and to reclassify employees.
N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Memorandum of Understanding.
O. To determine policies, procedures and the standards for selection, training and promotion of employees.
P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
Q. To maintain order and efficiency in its facilities and operations.
R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of Law, whenever the contemplated exercise of management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE XXVII - EMERGENCY WAIVER PROVISION

Section 1. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with

the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and Regulations.

ARTICLE XXVIII - SEPARABILITY

Section 1. Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXIX - TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. The term of this Memorandum of Understanding shall commence at 12:00 A.M., July 1, 2024~~1~~, and shall continue in full force and effect until 11:59 P.M., June 30, 2027~~4~~.

ARTICLE XXX - RATIFICATION AND EXECUTION

Section 1. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association.

CITY OF CYPRESS

By:_____Date:_____
Matt Burton, Director of Finance and Administrative Services

By:_____Date:_____
Regina Nguyen, Human Resources Manager

CYPRESS EMPLOYEES' ASSOCIATION

By:_____Date:_____
Pat Hough, CEA Representative

By:_____Date:_____
Kori Sanders, CEA Representative

By:_____Date:_____
Julie Marquez, CEA Representative

By:_____Date:_____
Taylor Burtle, CEA Representative

EXHIBIT "A"

Cypress Employees' Association Efffective 7/5/2024									
Regular F/Time Classifications	**SALARY RANGES (Per Month/Hour)**								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Associate (Civil) Engineer	$8,933	$9,158	$9,383	$9,615	$9,849	$10,096	$10,339	$10,599	$10,858
	51.5365	52.8346	54.1327	55.4712	56.8212	58.2462	59.6481	61.1481	62.6423
Project Manager	$8,933	$9,158	$9,383	$9,615	$9,849	$10,096	$10,339	$10,599	$10,858
	51.5365	52.8346	54.1327	55.4712	56.8212	58.2462	59.6481	61.1481	62.6423
Associate Planner	$7,410	$7,592	$7,776	$7,972	$8,167	$8,371	$8,573	$8,790	$9,003
	42.7500	43.8000	44.8615	45.9923	47.1173	48.2942	49.4596	50.7115	51.9404
Accountant	$7,271	$7,453	$7,634	$7,825	$8,017	$8,217	$8,418	$8,628	$8,838
	41.9481	42.9981	44.0423	45.1442	46.2519	47.4058	48.5654	49.7769	50.9885
Computer Support Specialist	$6,740	$6,908	$7,076	$7,254	$7,430	$7,616	$7,802	$7,997	$8,192
	38.8846	39.8538	40.8231	41.8500	42.8654	43.9385	45.0115	46.1365	47.2615
Assistant Planner	$6,438	$6,598	$6,759	$6,929	$7,099	$7,277	$7,454	$7,639	$7,826
	37.1423	38.0654	38.9942	39.9750	40.9558	41.9827	43.0038	44.0712	45.1500
Code Enforcement Officer II	$6,418	$6,579	$6,740	$6,908	$7,076	$7,254	$7,430	$7,616	$7,802
	37.0269	37.9558	38.8846	39.8538	40.8231	41.8500	42.8654	43.9385	45.0115
Code Enforcement Officer I	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579	$6,740	$6,908	$7,076
	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558	38.8846	39.8538	40.8231
Engineering Aide	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579	$6,740	$6,908
	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558	38.8846	39.8538
Senior Account Clerk	$5,424	$5,559	$5,692	$5,837	$5,980	$6,130	$6,279	$6,437	$6,592
	31.2923	32.0712	32.8385	33.6750	34.5000	35.3654	36.2250	37.1365	38.0308
Community Outreach Officer	$5,410	$5,545	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579
	31.2115	31.9904	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558
Police Services Officer	$5,410	$5,545	$5,682	$5,824	$5,968	$6,114	$6,265	$6,421	$6,579
	31.2115	31.9904	32.7808	33.6000	34.4308	35.2731	36.1442	37.0442	37.9558

Cypress Employees' Association									
Efffective 7/5/2024									
Regular F/Time Classifications	**SALARY RANGES (Per Month/Hour)**								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Secretary to Department Head	$5,367	$5,495	$5,631	$5,772	$5,913	$6,063	$6,210	$6,365	$6,517
	30.9635	31.7019	32.4865	33.3000	34.1135	34.9788	35.8269	36.7212	37.5981
Recreation Coordinator	$5,282	$5,414	$5,546	$5,684	$5,824	$5,966	$6,112	$6,264	$6,418
	30.4731	31.2346	31.9962	32.7923	33.6000	34.4192	35.2615	36.1385	37.0269
Office Specialist/Police	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Account Clerk II	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Admin. Services Tech. II	$4,747	$4,865	$4,985	$5,108	$5,233	$5,367	$5,495	$5,631	$5,772
	27.3865	28.0673	28.7596	29.4692	30.1904	30.9635	31.7019	32.4865	33.3000
Police Clerk II	$4,575	$4,688	$4,803	$4,922	$5,042	$5,167	$5,295	$5,424	$5,559
	26.3942	27.0462	27.7096	28.3962	29.0885	29.8096	30.5481	31.2923	32.0712
Account Clerk I	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Administrative Clerk/ Community Development	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Admin. Services Tech. I	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985	$5,108	$5,233
	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596	29.4692	30.1904
Office Assistant II	$4,099	$4,203	$4,305	$4,411	$4,518	$4,633	$4,747	$4,865	$4,985
	23.6481	24.2481	24.8365	25.4481	26.0654	26.7288	27.3865	28.0673	28.7596
Police Clerk I	$3,952	$4,051	$4,150	$4,251	$4,355	$4,466	$4,575	$4,688	$4,803
	22.8000	23.3712	23.9423	24.5250	25.1250	25.7654	26.3942	27.0462	27.7096
Office Assistant I	$3,719	$3,814	$3,906	$4,004	$4,099	$4,203	$4,305	$4,411	$4,518
	21.4558	22.0038	22.5346	23.1000	23.6481	24.2481	24.8365	25.4481	26.0654

Effective July 4, 2025, based upon the previous 12-month period for the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

Effective July 3, 2026, based upon the previous 12-month period for the May CPI-U for Los Angeles-Long Beach-Anaheim, a minimum 4% to a maximum 4.5% range adjustment.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 07/08/2024

SUBJECT: Approve an Agreement Renewing Computer Security Monitoring Services

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RECOMMENDATION

Approve a three-year agreement with SHI International Corp. for $42,834.13 to renew the CrowdStrike Computer Security Monitoring Services subscription.

DISCUSSION

The City's agreement for computer security monitoring services expires in July. The City has utilized computer security software as one of its essential computer security tools for decades. The software, which has since become a subscription service, is designed to monitor, detect, and respond to security events on the hundreds of computer devices the City relies on for providing services to residents and businesses.

Computer security monitoring services are a critical component to the City’s security posture to better defend against cybersecurity attacks. Cybersecurity attacks, especially those targeting local governments, have become increasingly prevalent. Just a few years ago, known attacks on local governments rose 95% over 12 months. The use of computer monitoring security services is an essential practice for local governments. Computer security services provide defenses for endpoint computers (servers, desktops, laptops) by performing antivirus, anti-malware, and internal vulnerability scanning.

In 2023, the Information Technology team conducted a comprehensive review of computer security monitoring services and determined CrowdStrike security montioring software provides the necessary level of service at the most reasonable cost. Crowdstrike provides next generation security tools and features that were not available with our former security monitoring software, such as heuristic behavior analysis and internal vulnerability reporting.

SHI International Corp. offers CrowdStrike subscription services through an OMNIA cooperative agreement. The OMNIA program allows local governments to purchase competitively bid information technology systems through a nationwide cooperative agreement and Municipal Code Section 21A-10(e) provides bidding may be dispensed with under cooperative purchasing agreements. These agreements, which the City uses regularly

when available, expedite purchases and ensure market pricing. By opting for a three-year agreement and prepaying the full amount, the annual cost of the subscription service is fixed and will not increase during the contract term. Therefore, it is recommended an agreement with SHI International Corp. for CrowdStrike computer security monitoring services be approved from July 2024 through July 2027.

BUDGET IMPACT

Sufficient amounts are budgeted in the Central Services Fund for annual computer security monitoring services and the prepaid expenditures for years two and three will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

SHI - Omnia Co-op Agreement

SHI - Computer Security Monitoring Services Quote

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave
	Somerset, NJ 08873
Remit Address	PO Box 952121
	Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work**. The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of Service or delivery of Product;
g. Description of Products or Services provided;
h. If Products provided, the quantity delivered and pricing of each unit;

i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("VAR") of Products, not the Original Equipment Manufacturer ("OEM") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("OEM Product Warranty"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

19. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA	**SHI INTERNATIONAL CORP.**
By: _____	By: _____
Edward Quedens	Cassie Skelton
Printed Name	Printed Name
Business Services Director	Contracts Manager
Title	Title
2-27-18	2/27/18
Date	Date

REVIEWED BY:

By: _____

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPAD / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPAD	4.00%	SHI's Full Catalog of Other
		233) iPAD	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmountain Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	$ 125.00	4%
		Configuration	$ 165.00	4%
		Implementation	$ 185.00	4%
		Installation	$ 185.00	4%
		Training	$ 99.00	4%
		Maintenance & Support	$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, indirect, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

    Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **(RESERVED)**

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

mesa·az
OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City’s five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

National Cooperative Contract

National Intergovernmental Purchasing Alliance Company

Information Technology Solutions



SHI International Corp.
290 Davidson Avenue, Somerset, NJ 08873 • 888-764-8888 • SHI.com

October 23, 2017

National IPA
City of Mesa
702 Capitol Avenue, Room 095
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other* vendors *may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

Meghan Flisakowski
Public Program Manager

Table of Contents

TAB 1 - Letter of Transmittal. 3
TAB 2 - Program Description AND Method of Approach. 6
Attachment D - Supplier Qualifications 6
Company 6
Distribution, Logistics 13
Marketing and Sales 18
TAB 3 - Pricing Forms. 61
TAB 4 - Qualifications. (Abilities, Experience and Expertise). 62
TAB 5 – Technology. 73
TAB 6 - Other Forms. 95
Attachments 96
D&B Report 96
Partners 97

TAB 1 - LETTER OF TRANSMITTAL.

A brief letter of transmittal should be submitted that includes the following information:

1. *The Respondent's understanding of the work to be performed.*
2. *A positive commitment to perform the service within the time period specified.*
3. *The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

SHI Response:

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

SHI's Commitment to City of Mesa

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

SHI's Team Approach

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:



Denise Verdicchio: Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.



Alison Turner: Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.



Amelia Jakubczyk: Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!



Scott Garret: Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.

Inside Account Managers (IAM)—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

Corrin Bennett (Inside Team Manager)
Phone: 732-652-0335
Fax: 732-564-8332



Rob DiGiovanni
Phone: 732-652-7408
Fax: 732-537-7287

EJ Williams
Phone: 732-652-6596
Fax: 732-537-7287

Jason Mitchell
Phone: 732-652-4710
Fax: 732-537-7287

Team Alias: teamarizona@shi.com

Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent $6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. ***Provide a response to the national program.***
    a. ***Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.***
    b. ***The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.***

SHI Response:

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

ATTACHMENT D - SUPPLIER QUALIFICATIONS

COMPANY

A. ***Brief history and description of your company.***
B. ***Total number and location of sales persons employed by your company.***
C. ***Number and location of support centers (if applicable).***
D. ***Annual sales for the three previous fiscal years.***
E. ***Submit your FEIN and Dunn & Bradstreet report.***

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a $1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of $7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of $8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

Company Structure and Organization

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.



SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Local Government

Director, Small/Medium Public Sector, Enterprise - SLED
Steven Nemeth
732-537-7246

WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marfo

Erika Korsak
James Impellizeri
Jemilah Alghali
Jessica Vos
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercurio
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts



NORTHEAST
Lauren Howlin
732-564-8505

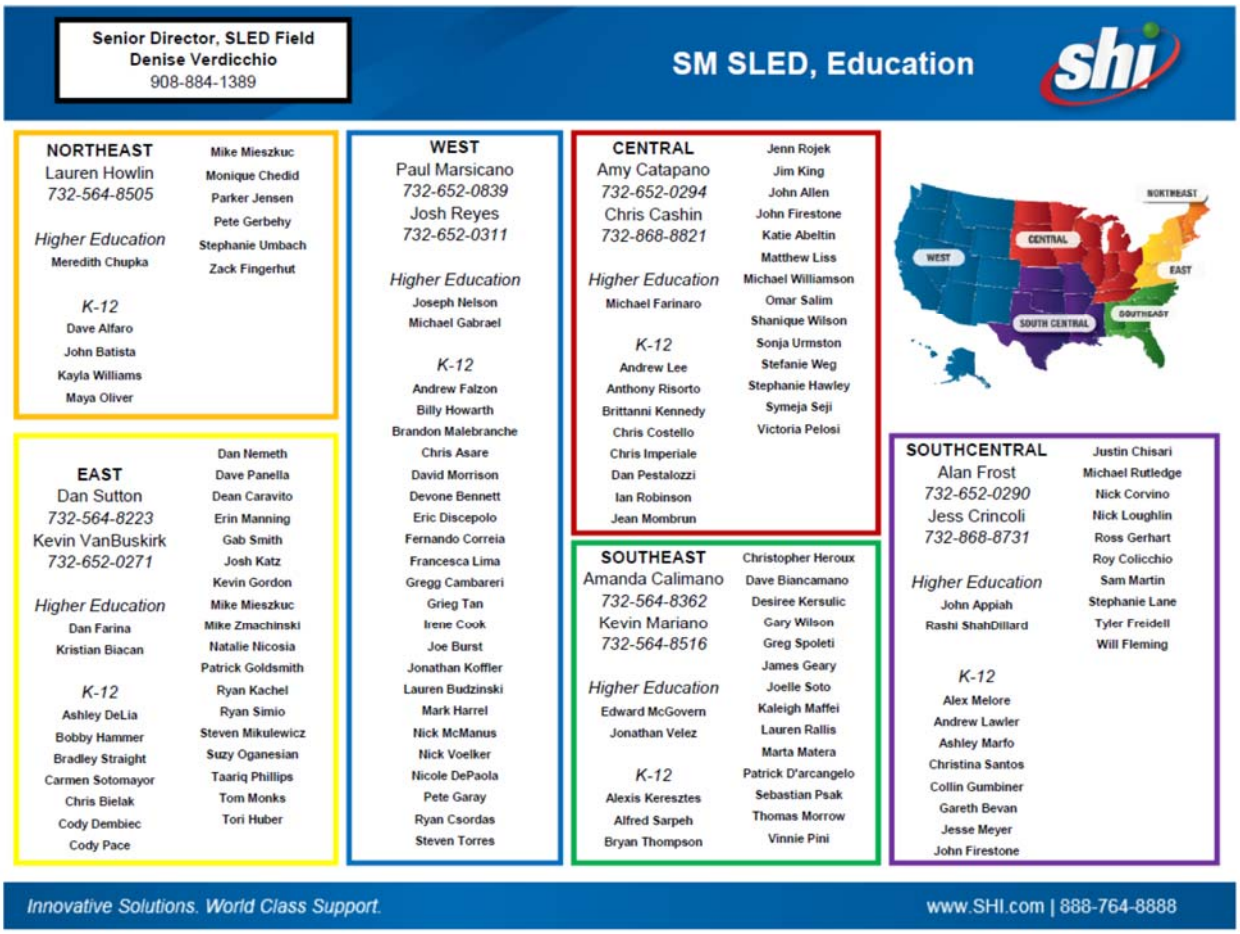
Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tylere Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabriella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks

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Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white

boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



Annual Sales

	2014	2015	2016	2017 YTD
K-12 (public & private), Educational Service Agencies	160,000,000	200,000,000	232,000,000	203,000,000
Higher Education Institutions	190,000,000	245,000,000	249,000,000	222,000,000
Counties, Cities, Townships, Villages	345,000,000	400,000,000	465,000,000	354,000,000
States	530,000,000	600,000,000	674,000,000	530,000,000
Private Sector	4,640,000,000	5,211,000,000	5,821,000,000	4,680,000,000
Total	**5,865,000,000**	**6,656,000,000**	**7,441,000,000**	**5,989,000,000**

FEIN and D&B

SHI FEIN: 22-3009648

D&B Number: 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

DISTRIBUTION, LOGISTICS

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

Hardware and Software Partners



Mobility



Emerging Partners



Security





Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectutives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live traning sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

iii. ***Creation and distribution of a co-branded press release to trade publications***
iv. ***Announcement, contract details and contact information published on the Supplier company website within first 90 days***
v. ***Design, publication and distribution of co-branded marketing materials within first 90 days***
vi. ***Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement***
vii. ***Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.***
viii. ***Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement***
ix. ***Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)***
x. ***Dedicated National IPA internet web-based homepage on Supplier website with:***
    - ***National IPA standard logo;***
    - ***Copy of original Request for Proposal;***
    - ***Copy of contract and amendments between Principal Procurement Agency and Supplier;***
    - ***Summary of Products and pricing;***
    - ***Marketing Materials***
    - ***Electronic link to National IPA's website including the online registration page;***
    - ***A dedicated toll free number and email address for National IPA***

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to www.shi.com
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on www.shi.com including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

Custom Events - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - http://blog.shi.com/. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

1. Overview

SHI has transformed itself from a $1 million "software-only" regional reseller into a $7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers.

SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

2. Potential Marketing Strategies

Social media SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

Targeted email blasts SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

Ongoing enablement training for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.





2. Potential Marketing Strategies (Continued)

Press Releases SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

Events SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

Education-specific trade shows/conferences SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

SHI Blog and SHI.com Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.



3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

B. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SHI Response:

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Manufacturer Supply and Pricing Agreements	Create a contract/agreement document in the SHI System	Identify all existing customer/manufacturer agreements
	Identify source(s) of supply	Submit letter to manufacturer naming SHI as agent/reseller for customer
	Request/plan for routine product/price updates from any non-automated price feed from manufacturer	Identify customer policy for manufacturer selection and orders
	Set up customer specific SKU's as applicable	Identify any IT refreshes already in process so that SHI is able to best assist customer.
	Create training/information documents on customer requirements for internal use	
	Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer	

	Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers	

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Product Standards	Work with manufacturers or distributors to set inventory levels, if applicable Flag standard products in customer catalog at item level Place first inventory order, if applicable Create process documentation and update to SHI internal SharePoint site Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain	Identify customer standards Forecast volume on any IT inventory requirements, if applicable Define non-standard request process for customer and SHI approval validation for processing, if applicable

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Dedicated Account Team and Team Tools	Introduce City of Mesa to its dedicated sales team Train all team members on pricing and terms for City of Mesa contract Ensure that City of Mesa is aware of best customer-specific email alias for their use Verify proper setup of team folders in Outlook	Identify any specific requirements for City

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Custom/Customer Specific Reports	Define custom fields that City of Mesa may wish to capture Establish reporting schedule Establish distribution list Validate custom fields transmitted in e-procurement and non-e-procurement orders Program data labels and list of values in order entry to capture information Set order types: Standard, non-standard, replacement, expedite Submit report requirements to Web Administration Develop and test reports	Define custom fields that City wishes to capture Establish reporting schedule Establish distribution list Establish report layout and report type/requirements

	Introduce and train City of Mesa on SHI reporting tools Set user permissions	

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Order Acknowledgement Customization	SHI account team customize in SCII Test order acknowledgement documents	Define City of Mesa specific content Define intended recipients of notifications, such as Order of Acknowledgement

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
SHI.com non e-Procurement site implementation	Define organization/site requirements (process flow) Define system users and set up permissions Design SHI.com customer specific implementation Define/build any additional catalog requirements Define SHI.com special verbiage requirements Connect users to City of Mesa-specific catalogues Conduct user demonstration and training sessions for City of Mesa	Define organization/site requirements (process flow) Define system users and set up permissions Define approval process and billing process/requirements Define catalogue content Test system and processes

C. *Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

SHI Response:

SHI acknowledges and can comply.

D. *Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*
   i. *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
   ii. *Best government pricing*
   iii. *No cost to participate*
   iv. *Non-exclusive contract*

SHI Response:

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

F. *Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
iv. *Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

G. Provide contact information for the person(s), who will be responsible for:

i. *Marketing*
ii. *Sales*
iii. *Sales Support*
iv. *Financial Reporting*
v. *Contracts*

SHI Response:

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett
Public Sector Operations Specialist
732-868-5915
Scott_Garrett@shi.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SHI Response:

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

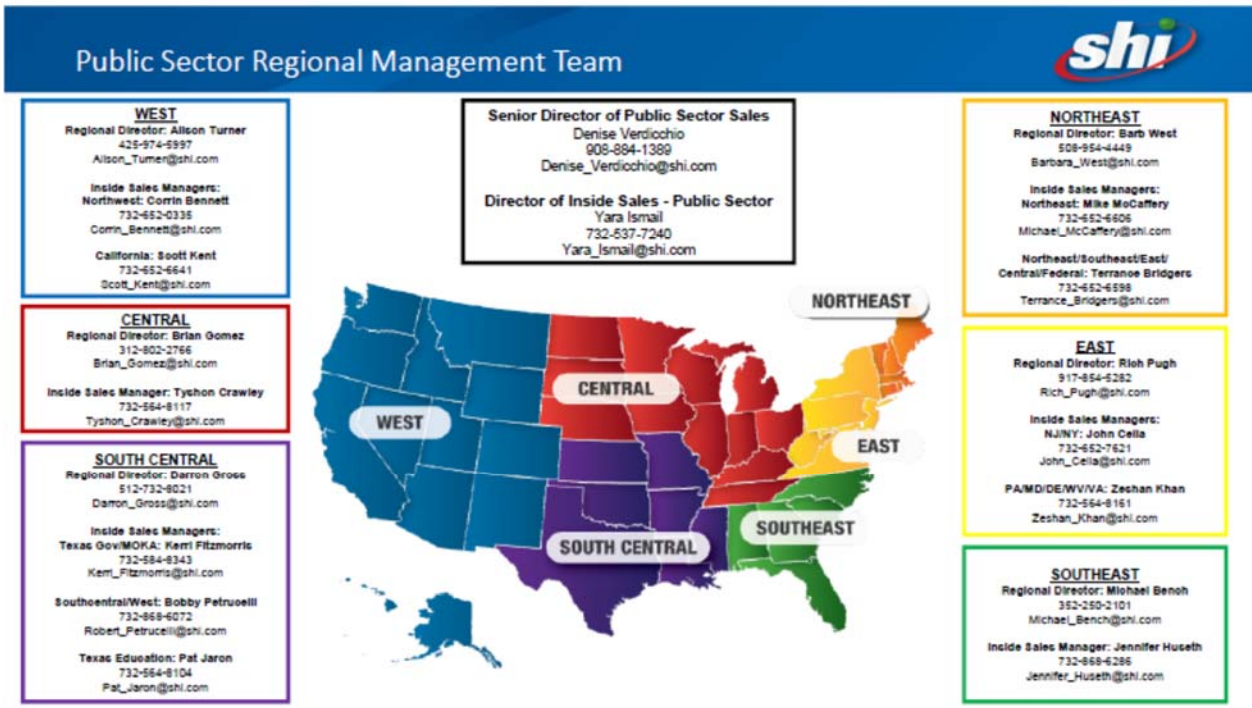
- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



Denise Verdicchio
Sr. Director Public Sector
908-884-1389
Denise_verdicchio@shi.com

Yara Ismail
Director of Enterprise Inside Sales – Public Sector
732-537-7240
Yara_ismail@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Local Government

Director, Small/Medium Public Sector, Enterprise - SLED
Steven Nemeth
732-537-7246

WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marfo

Erika Korsak
James Impellizeri
Jemilah Alghali
Jessica Vos
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercurio
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts



NORTHEAST
Lauren Howlin
732-564-8505

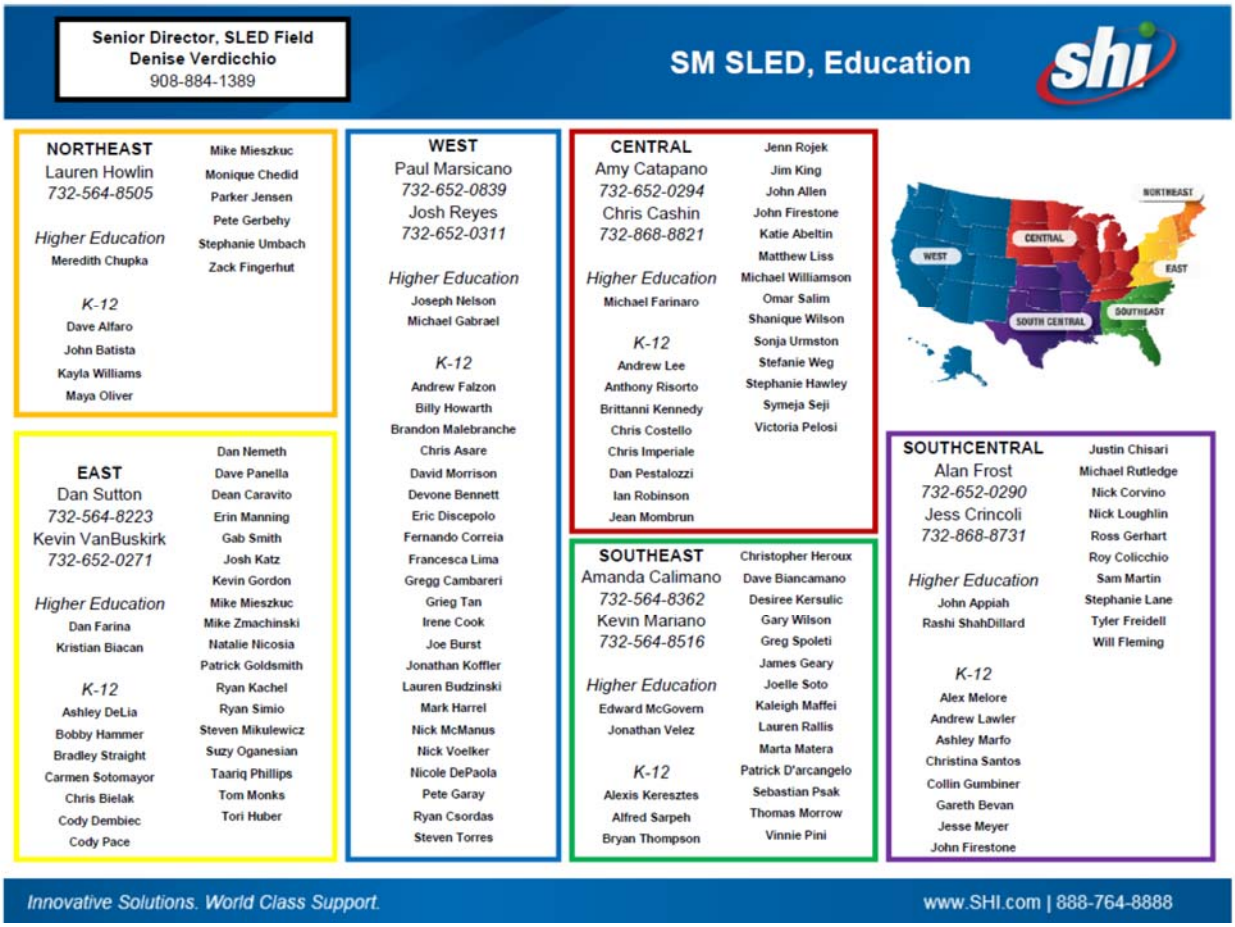
Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tylere Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabriella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks

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I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

SHI Response:

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SHI Response:

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

Customer Name	Invoiced Revenue	Buckets
Texas Seat Management	28,915,734.65	$50m - $100m
MN Office of Enterprise Technology	20,015,880.01	$50m - $100m
NJ New Jersey Information Technology	18,827,813.44	$50m - $100m
Atos Governmental IT Outsourcing Services, LLC	17,093,142.56	$50m - $100m
Louisiana Office of Technology Services	17,072,810.99	$50m - $100m
KY Technology, Commonwealth Office of (Cot)	16,978,802.17	$50m - $100m
NY Department of Health	13,400,486.55	$50m - $100m
City of New York NY	13,089,495.50	$50m - $100m
County of Harris	12,760,337.44	$50m - $100m
City of Houston	12,079,388.15	$50m - $100m

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.

Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	**S46482360**
Order date	10/17/2017
Customer Account	1008214
Customer PO	18001750
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive	Amelia Jakubczyk
SHI Account Manager	Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

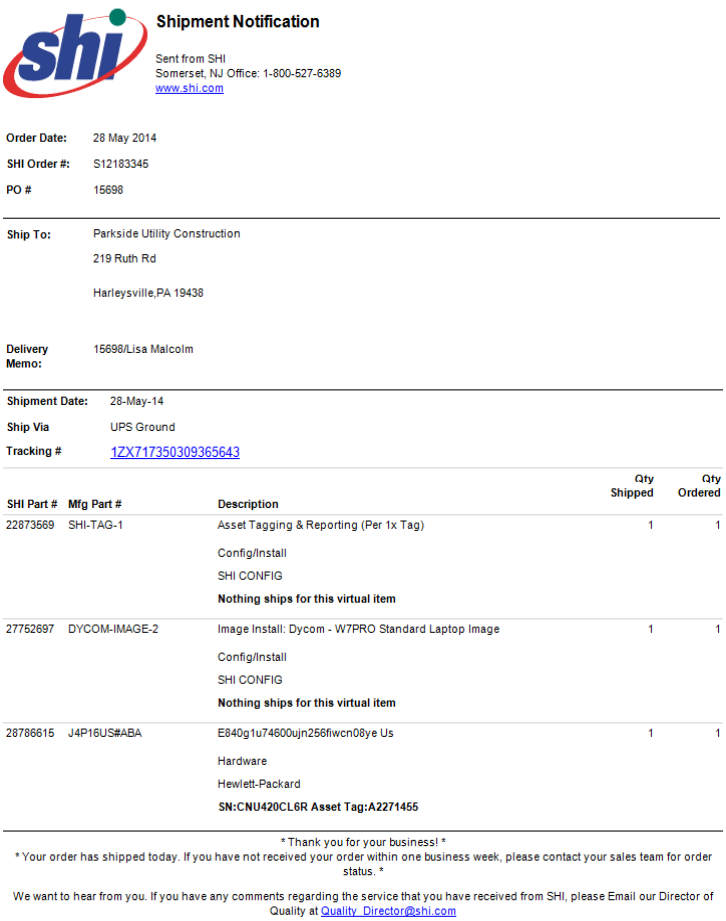
Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.



Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # 1ZX717350309365643

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard **SN:CNU420CL6R Asset Tag:A2271455**	1	1

* Thank you for your business! *
* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.



Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. **B07251775**
Invoice date 10/19/2017
Customer number 1008214
Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
USA

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
USA
18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management-Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management--Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00



We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

2. Provide a description of the product lines that can be provided by your firm.

SHI Response:

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

*3. **Provide a description of the services that can be provided by your firm.***

SHI Response:

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

Software Procurement

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

End User Computing

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. ***Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.***

SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

Diversity Spend Client Reporting

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
$6,449,294,928	$193,478,848	$104,302,045	53.9%

MBE Partner Network & Initiative

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as "Go To" partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attended supplier diversity events with the sole purpose to recruit additional "Go To" minority-owned businesses.

Tier II Program

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients' continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

5. ***Describe how your firm proposes to distribute the products/services nationwide.***

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

6. ***Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.***

SHI Response:

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our "burst" partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able do business. One of our top priorities is confirming that our partners' resources are certified for the work we are sub-contracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. ***Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:***
    a. ***How many orders are processed daily on an average***
    b. ***How many devices does your facility configure daily on an average***
    c. ***What is the highest number of orders processed in a single day***
    d. ***What is the highest number of devices configured in a single day from the facilities described***

SHI Response:

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team process an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. ***State any return and restocking policy, and any fees, if applicable associated with returns.***

SHI Response:

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

9. ***Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?***

SHI Response:

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

10. ***Describe your delivery commitment:***
    a. ***What is your fill rate guarantee?***
    b. ***What are your delivery days?***
    c. ***Do you offer next day delivery?***
    d. ***How do you facilitate emergency orders?***
    e. ***Are shipping charges exempt for ALL who use this contract?***
    f. ***Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.***

SHI Response:

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the "Request Return Authorization Number" section of the custom IPA website.

Describe the types of customer service available to agencies that use this contract:

a. ***Is online support available?***
b. ***Is phone support available?***
c. ***Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?***
d. ***How are problems resolved?***
e. ***What are the location and hours of your call centers?***
f. ***What response time is guaranteed when a customer service request is made?***
g. ***Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?***
h. ***Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.***

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI's own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.

City of Mesa Support Information

City of Mesa Account Executive *– Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:*

Amelia_Jakubczyk@shi.com **Office: (303) 723-5256; Mobile: (303) 882-8012**

Inside Sales Team *– The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:*

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: TeamArizona@shi.com **Toll Free Number: (888) 711-2613**

Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on **www.publicsector.shidirect.com** when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
  - Once online, go to →My Account →Orders and Quotes →Order Status
  - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at TeamArizona@shi.com or call **(888) 711-2613** for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for additional escalation and support

Submitting Requests & Path of Escalation

- New Requests:
  - Email TeamArizona@shi.com or call **(888) 711-2613**
- Follow up on pending items within 24 hours of initial request:
  - Email TeamArizona@shi.com **AND** Corrin_Bennett@shi.com Team Mgr.
- Customer satisfaction issues:
  - Email Corrin_Bennett@shi.com **AND** Alison_Turner@shi.com

SHI Management Team

- Corrin_Bennett@shi.com – Inside Sales Manager – West Region (732) 652-0335
- Alison_Turner@shi.com – Director of Public Sector West Region (425) 974-5997
- Robert_Petrucelli@shi.com – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- Yara_Ismail@shi.com – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
    - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads "***How was my service? Contact – Senior_Management@shi.com***". This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

Escalation Point	Responsibilities	Response Time
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive Amelia Jakubczyk	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager Corrin Bennett	Responsible for the management of the daily activities of the Inside Account Managers.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director Inside Sales Manager Yara Ismail	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI.	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales Alison Turner	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution.
Senior Director of Public Sector Sales Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsikcer, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive $150 to their net pay with unlimited payout potential. Compliments can be sent through the Senior_Management@shi.com email or in any form directed at complimenting the IAMs service and support.

SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

*11. **Describe how your company will assist customers in navigating OEM warranty process.***

SHI Response:

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

*12. **Describe how your firm will notify customers of new products.***

SHI Response:

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/

https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/

https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/

https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/

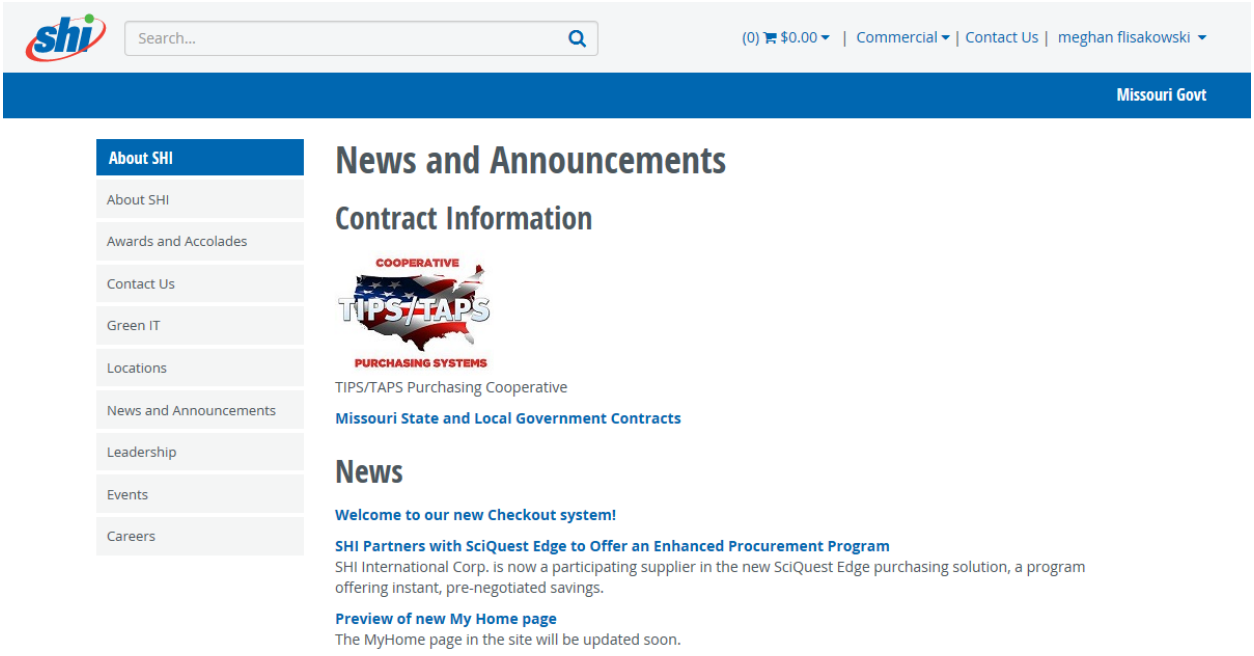
We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html

http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

Custom Events - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

13. ***Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).***

SHI Response:

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. ***Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?***

SHI Response:

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

SHI Response:

Customer Innovation Center

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

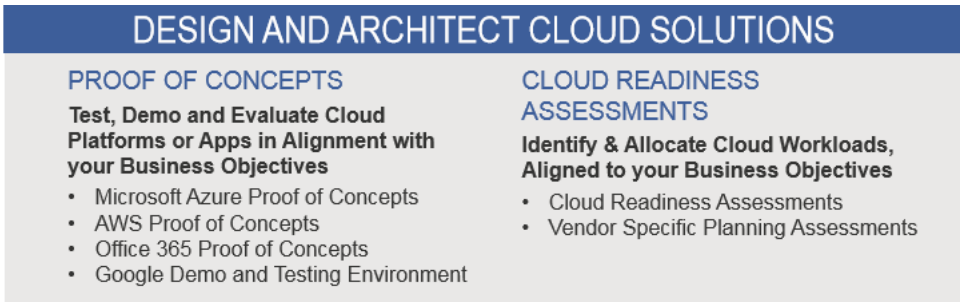
The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

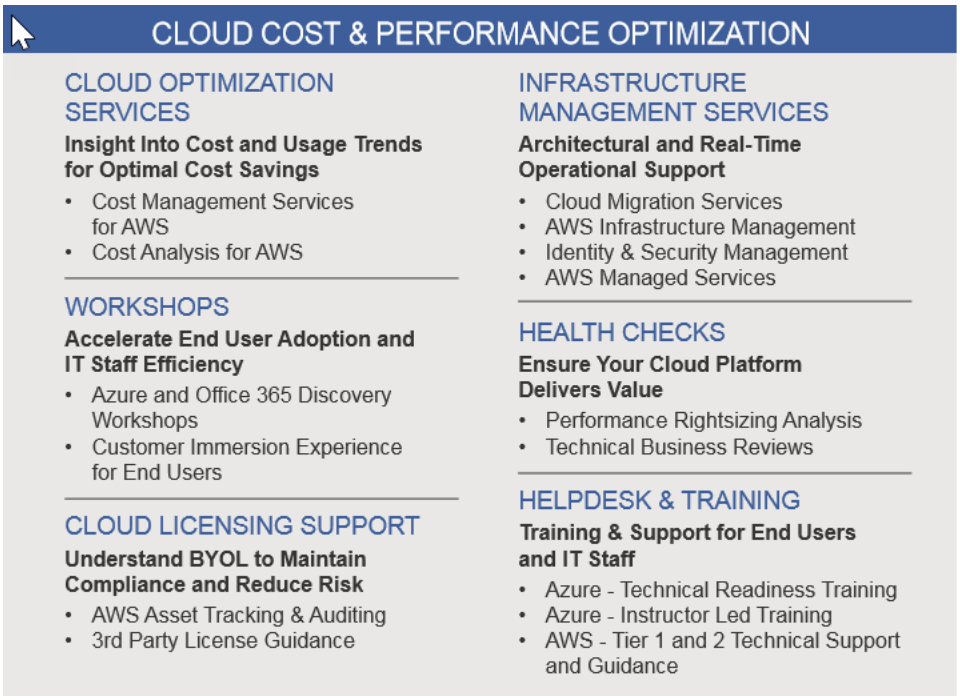
When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo's Briefing Center in Raleigh, North Carolina, Microsoft's Briefing Center in Seattle, Washington, and Dell's Briefing Center in Austin, Texas.

Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.





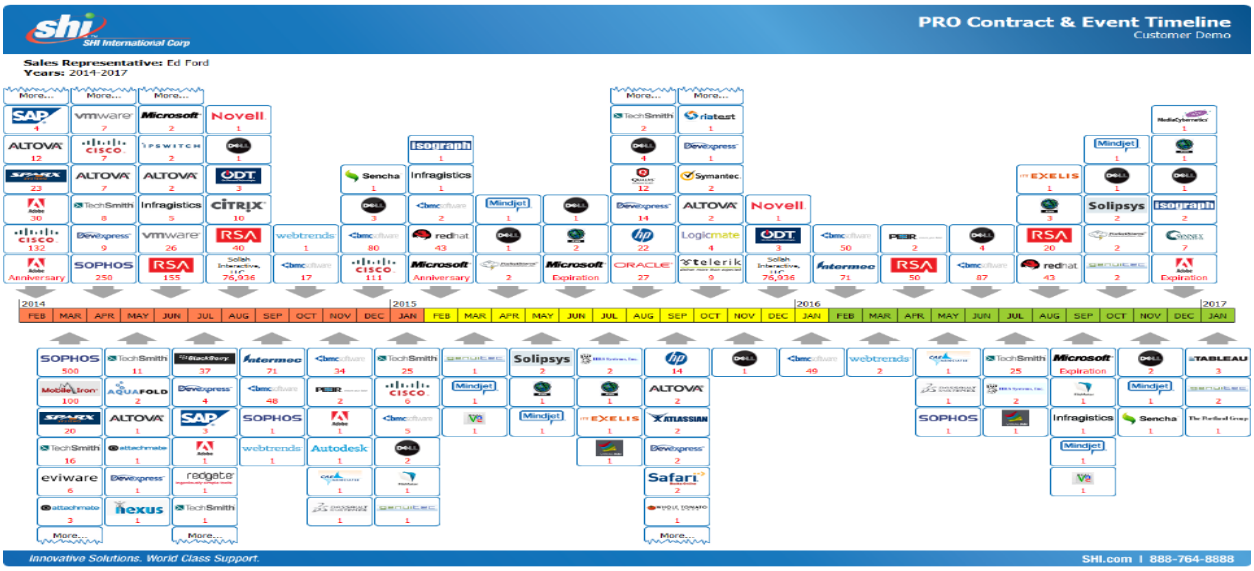
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relelvant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will safe both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth's renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA's and City of Mesa's account team will them actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

*15. **Describe options for leasing and financing and the various payment methods accepted.***

SHI Response:

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

TAB 3 - PRICING FORMS.

The cost portion of the Response should include the following criteria:

1. *Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.*
2. *Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.*

SHI Response:

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other* vendors *may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

The following information should be included:

1. *Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

2. *Provide the total number and location of sales persons employed by your firm.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

Account Executive - **Amelia Jakubczyk**: Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

Regional Director, Public Sector West – Alison Turner: Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Inside Account Managers (IAMs) — Rob DiGiovanni, EJ Williams, and Jason Miller: SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

3. *Provide the number and location of support centers (if applicable).*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

4. *Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

5. *Please submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

6. *Provide a summarization of your experience in performing work similar to that outlined in this solicitation.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a $1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of $7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of $8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent $6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

7. ***Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.***

SHI Response:

SHI has provided references on Attachment C, which can be found later in this response.

8. ***Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.***

SHI Response:

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

Arizona Department of Administration – State of AZ

Deputy State Procurement Administrator

Terri Johnson
602-542-9122
Terri.johnson@azdoa.gov

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

Arizona Department of Transportation

Steve West, CIO
C: 602-690-4209
swest@azdot.gov

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

State of Nevada, Nevada State Purchasing

Marti Marsh, Purchasing Officer
775-684-0180
mmarsh@admin.nv.gov

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

Denise Verdicchio

Description of Work & Professional Experience

Senior Director, Public Sector — Somerset, NJ

Lead $1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

Credentials & Background

SHI
Director, East Region SLED — 2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over $200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

Account Executive — 2010 to 2017
NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

Account Executive — 1998 to 2010
North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

Education & Certifications

Bachelor of Arts Degree — Rutgers College
Double Major: Psychology and Sociology
Honors Graduate

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAFee Certified Sales Professional

Alison Turner

Description of Work & Professional Experience

Director, West Region Kirkland, WA

IPA/City of Mesa Primary Contact
Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

Credentials & Background

Microsoft Seattle, WA
Senior Licensing Sales Specialist 20011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Wester U.S.
- Increased account penetration and exceeded sales commitments in excess of $90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

Dell Seattle, WA 2007 to 2011
Senior Regional Sales Manager

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

ASAP Software Seattle, WA 2001 to 2007
Director, State & Local Government and Education

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over $100 million annual revenue for State & Local and Education sector.

Education & Certifications

Master's in Business Administration Marketing Concentration/Ranked top 10%	Washington University	1993
Bachelor of Arts/Marketing Major	Kansas State University	1991
Microsoft Certified Personnel		2011
SHI Chairman Club		2015
Microsoft Circle of Excellence		2013
Dell Rewards & Recognition Program Silver Award Recipient		2011

Amelia G. Jakubczyk

Description of Work & Professional Experience

Public Sector Account Executive Denver, CO

IPA/City of Mesa Primary Contact
Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

Credentials & Background

SHI International Corp.
Services Executive, West Region 2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc. Westminster, CO 2004 to 2009
Senior Technical Recruiter

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

Education & Activities

Community College of Denver Denver, CO 1998

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified 2009/2014

McAfee Sales Professional Certified 2010

Yara Ismail

Description of Work & Professional Experience

Director of Enterprise Inside Sales/Public Sector Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

Credentials & Background

SHI Public Sector
Senior Inside Sales Manager 2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager 2005 to 2009
GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager 2004 to 2005
Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc. 2001 to 2004
Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

Education & Certifications

Bachelor of Arts Degree **Rutgers College** 2002
Political Science

Corrin Bennett

Description of Work & Professional Experience

Inside Sales Manager Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

Credentials & Background

SHI SLED
Sales Operation Manager 2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

Inside Account Manager 2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

Inside Account Manager 2004 to 2005
Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Education & Certifications

Bachelor of Arts Degree **Rutgers College** 2008
Communications

Ernest Williams
Robert DiGiovanni
Jason Mitchell

Description of Work & Professional Experience

Inside Account Managers Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Mange Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

Combined Credentials & Background

Central Moving Systems
Relocation Services 2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

RWJ Health & Wellness Fitness Centers 2012 to 2013
Sales Intern, Summer

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

Professional Proficiencies

- Microsoft Office - Word, Excel, PowerPOint
- Salecenter
- AX

Academic Experience

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

Combined Education & Certifications

Bachelor of Arts Degree Communication Studies	**West Virginia University**	2013
Bachelor of Science Degree Exercise Science and Sports Studies	**Rutgers University**	2014
Bachelor of Arts Degrees Economics Political Science	**Rutgers University**	2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

SHI Response:

We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

10. ***Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.***

SHI Response:

SHI has not been involved in litigation, bankruptcy, or reorganization.

TAB 5 – TECHNOLOGY.

1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
    a. *to search for products*
    b. *to find alternate products (if a certain product is not available)*
    c. *to perform side-by-side price comparison of products*
    d. *to order products*
    e. *to track order status, to include backordered items*
    f. *to determine when an item was received and who received it*
    g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
    h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
    i. *to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items*
    j. *to create a "shared" list for an agency to use*
    k. *to obtain online customer service*
    l. *to receive online training*
    m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
    n. *to track their budget for purchases*
    o. *to generate reports*

SHI Response:

SHI's ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

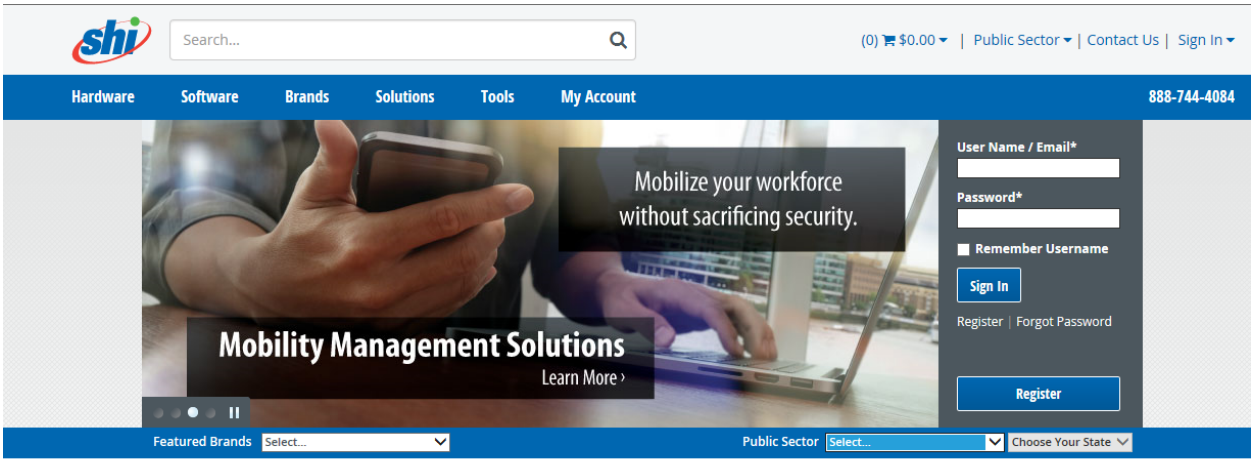
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer's IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (https://www.publicsector.shidirect.com/) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City's web portal will display only the products and other website requirements that are part of this contract.

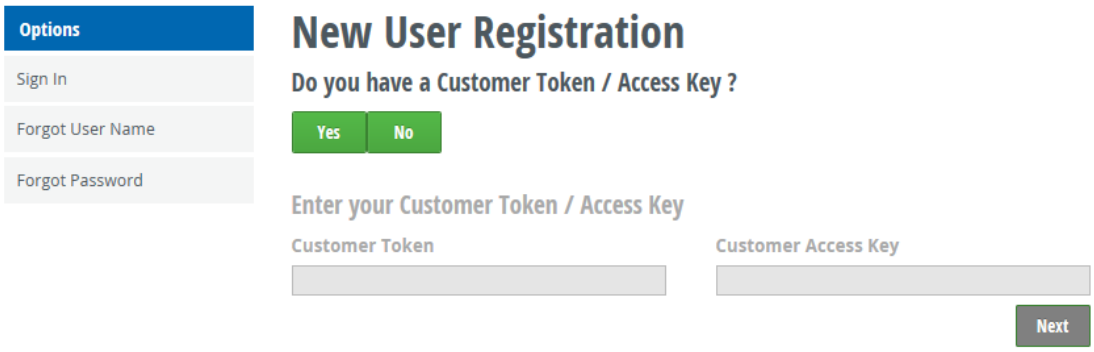
SHI's web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City's custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to https://www.publicsector.shidirect.com/, select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



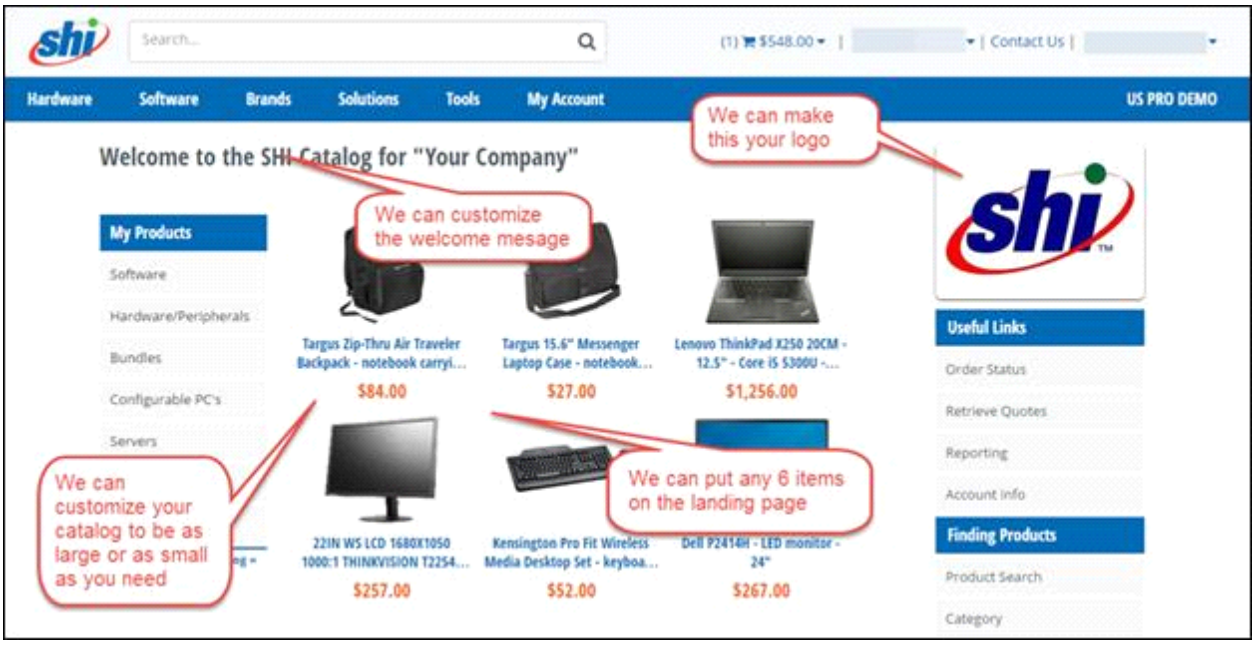
You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

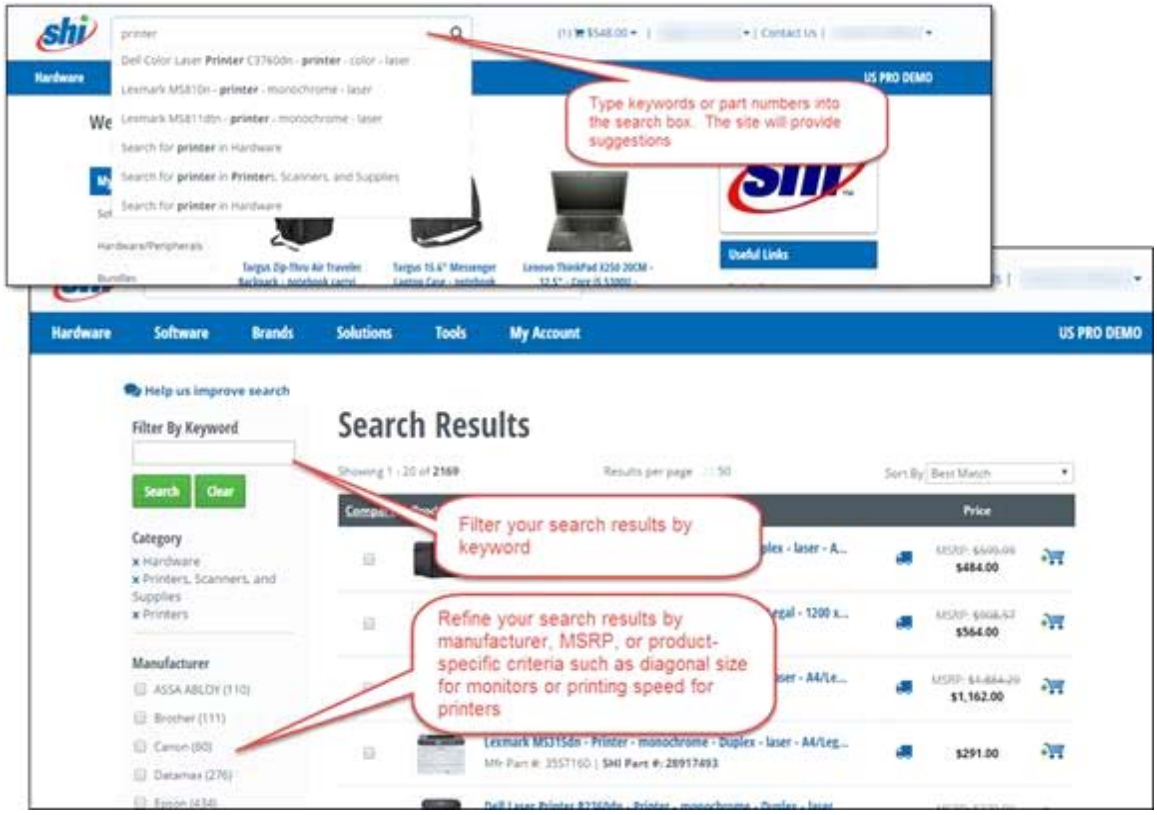
Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.

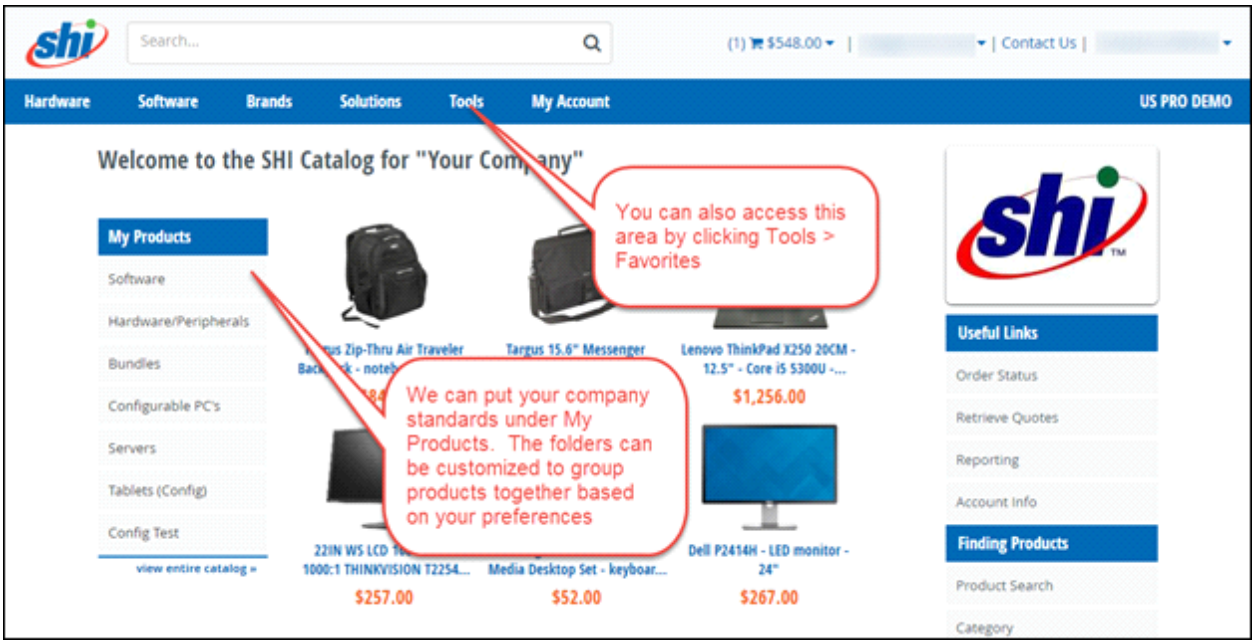


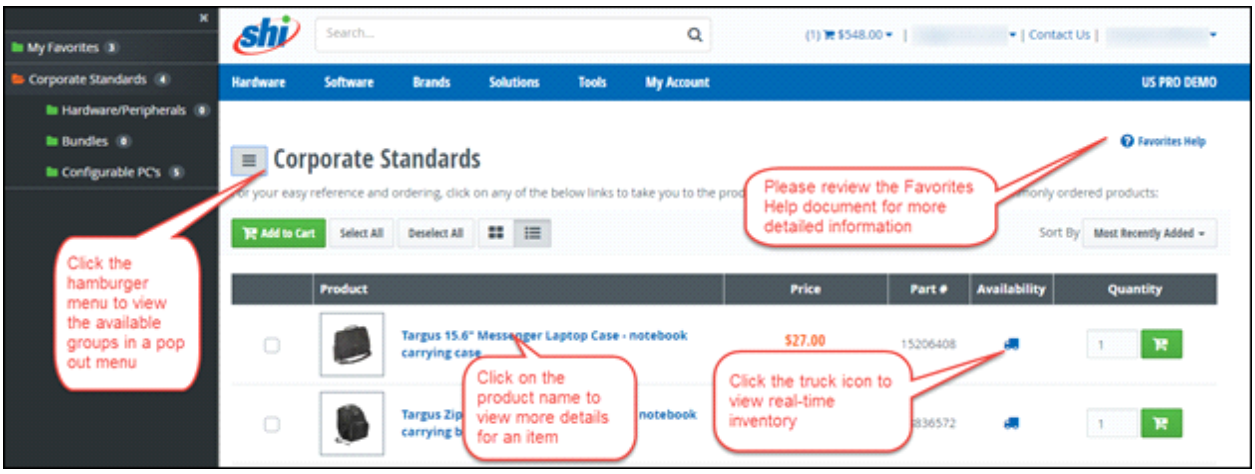
After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

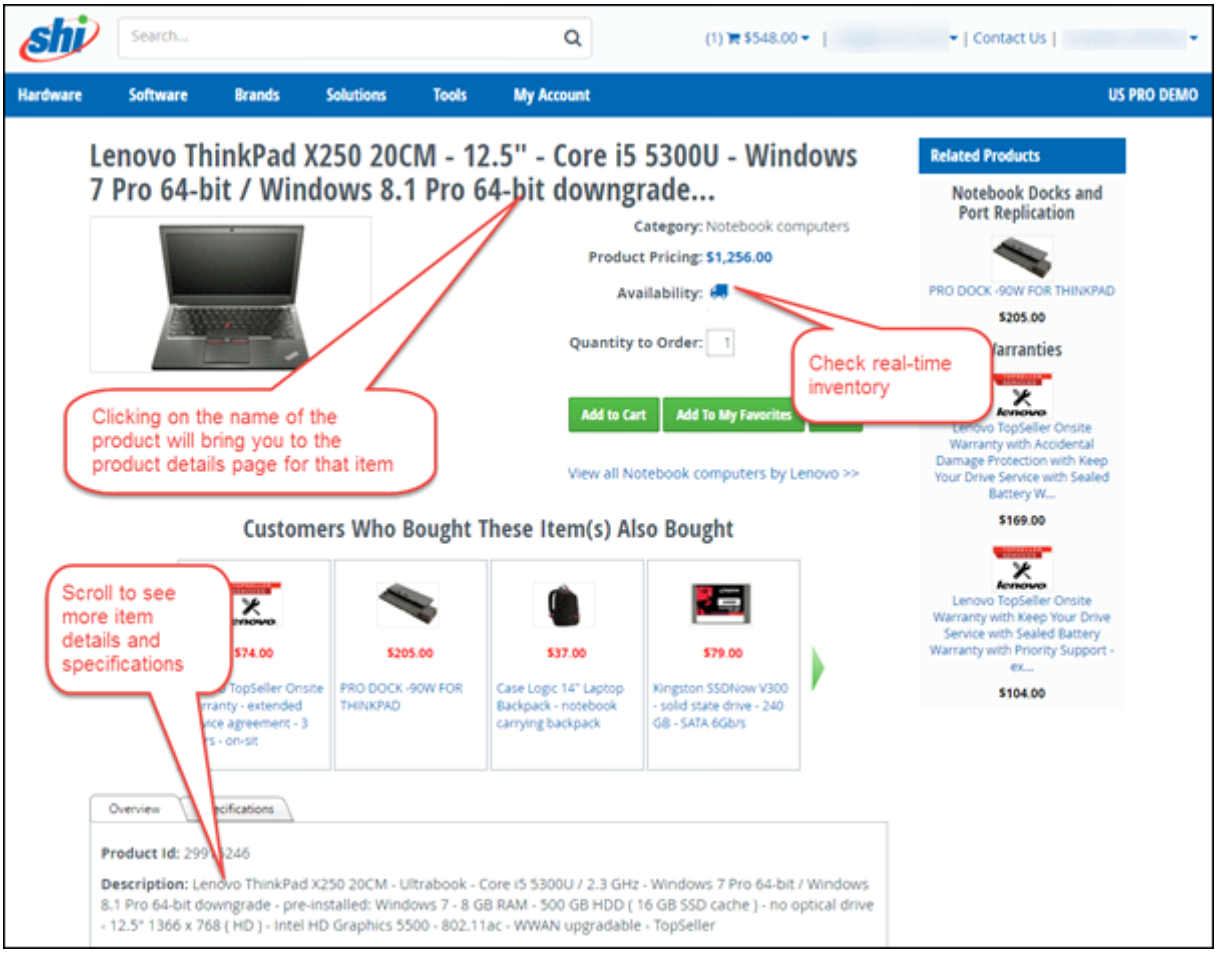


Commonwealth Standards



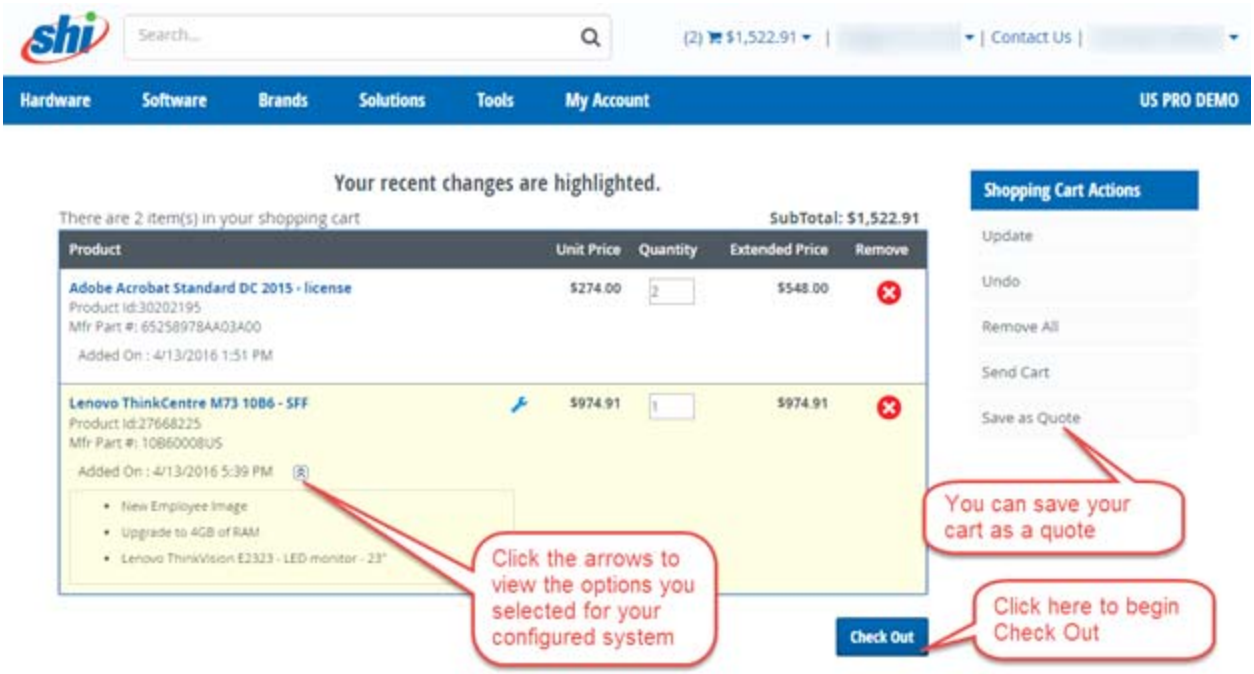

My Favorites
Corporate Standards
Hardware/Peripherals
Bundles
Configurable PC's
Search...
(1) $548.00
Contact Us
Hardware
Software
Brands
Solutions
Tools
My Account
US PRO DEMO
Corporate Standards
Favorites Help
Add to Cart
Select All
Deselect All
Sort By
Most Recently Added
Product
Price
Part #
Availability
Quantity
Targus 15.6" Messenger Laptop Case - notebook carrying case
$27.00
15206408
Click the hamburger menu to view the available groups in a pop out menu
Please review the Favorites Help document for more detailed information
Click on the product name to view more details for an item
Click the truck icon to view real-time inventory

View Product Details



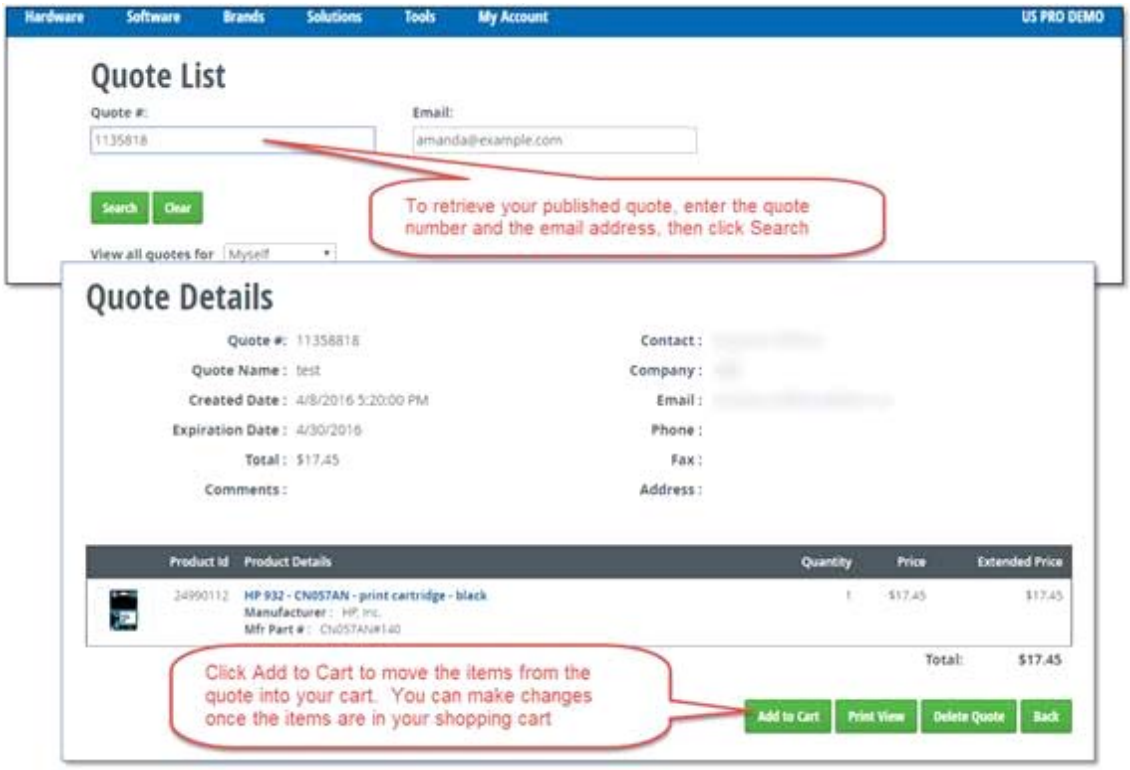
Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.



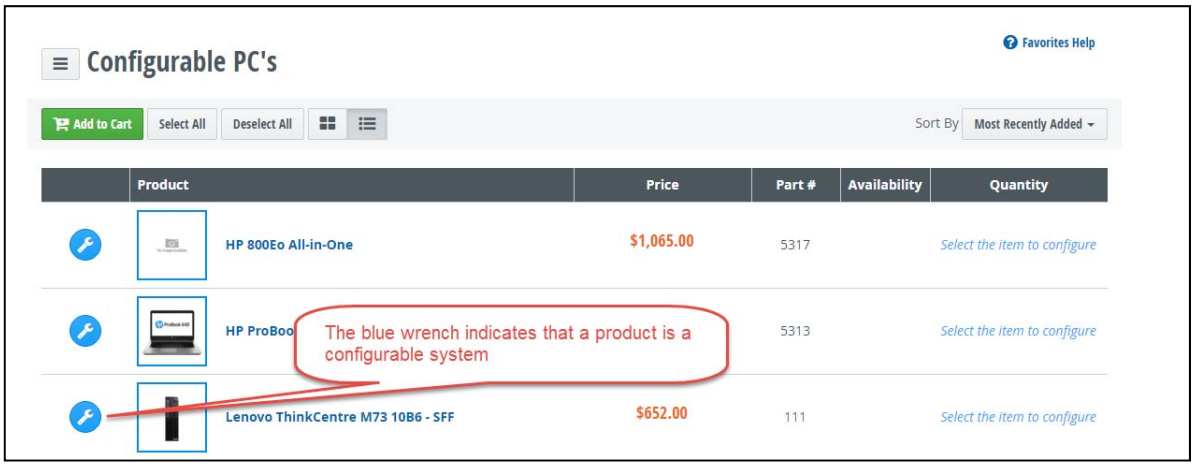
Saved Quote

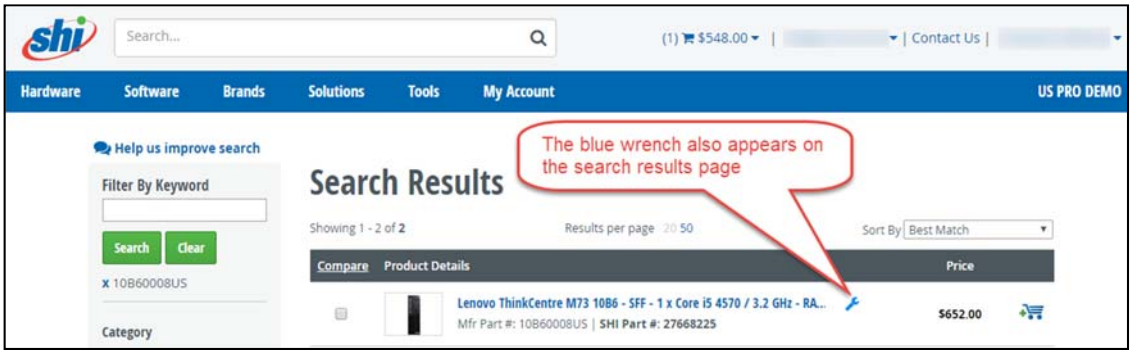
The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.



Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

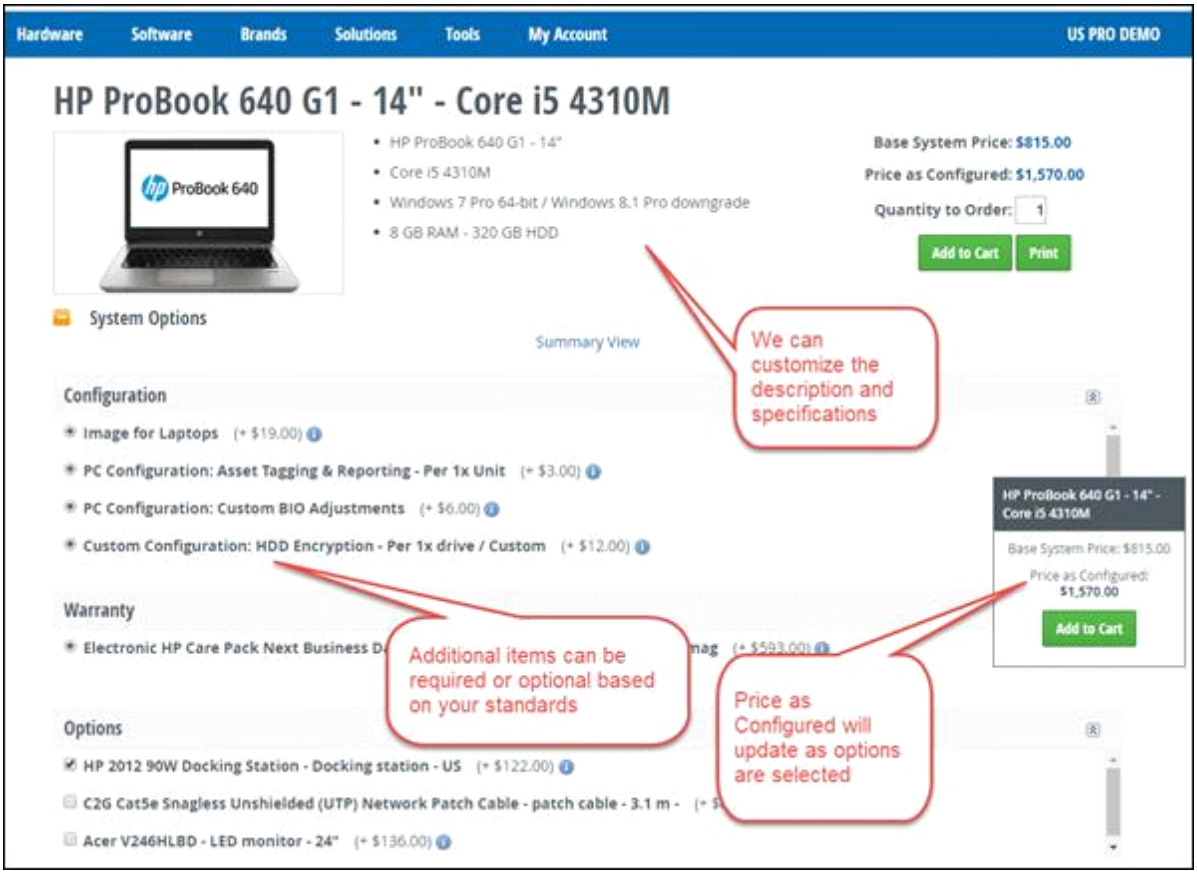




Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

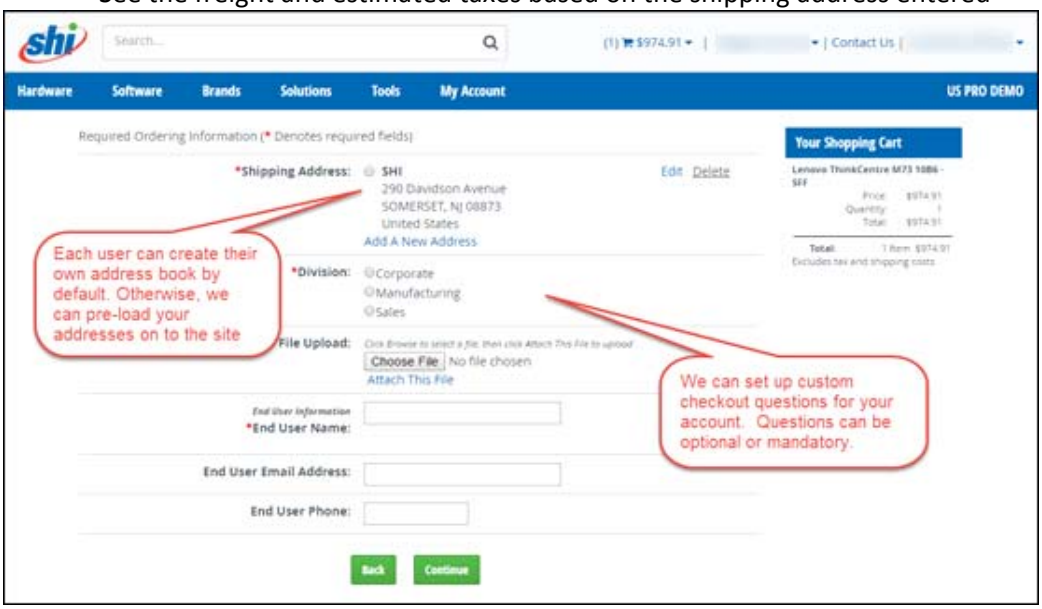


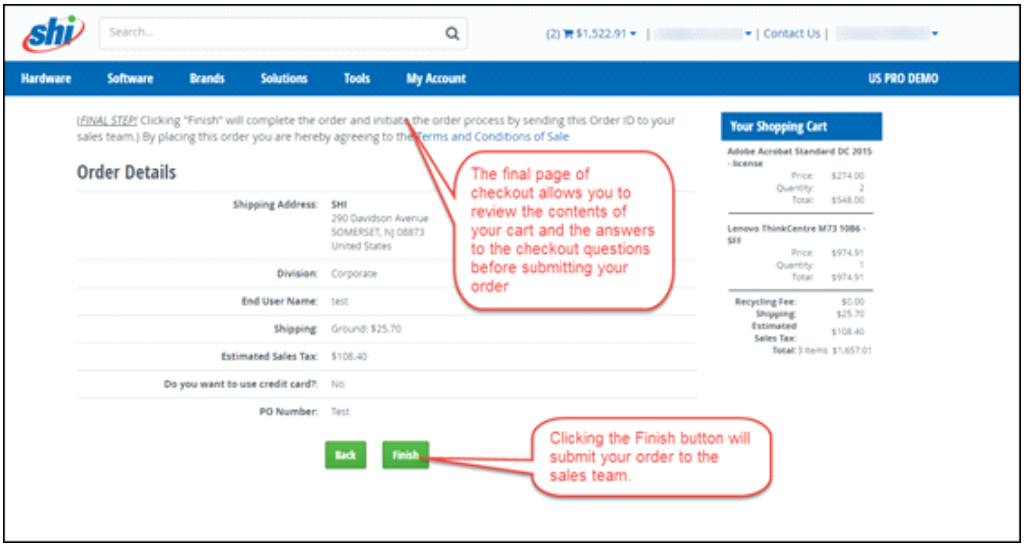
Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

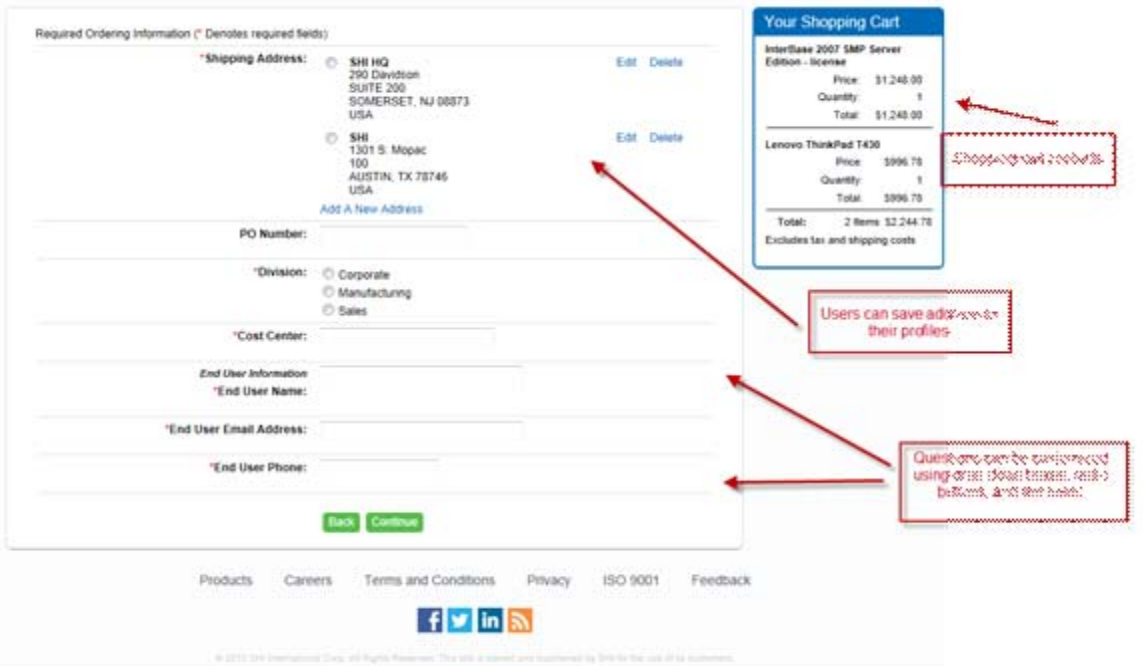
- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered





If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an “interview page” in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn’t required, this step would be skipped in the order process.



When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

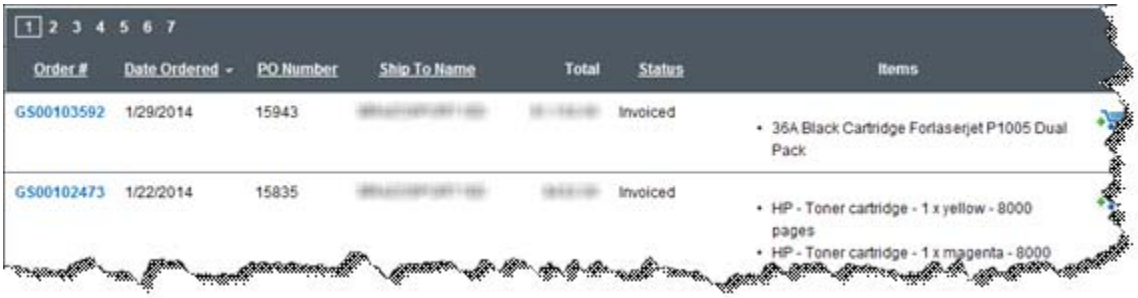
Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

Order Status

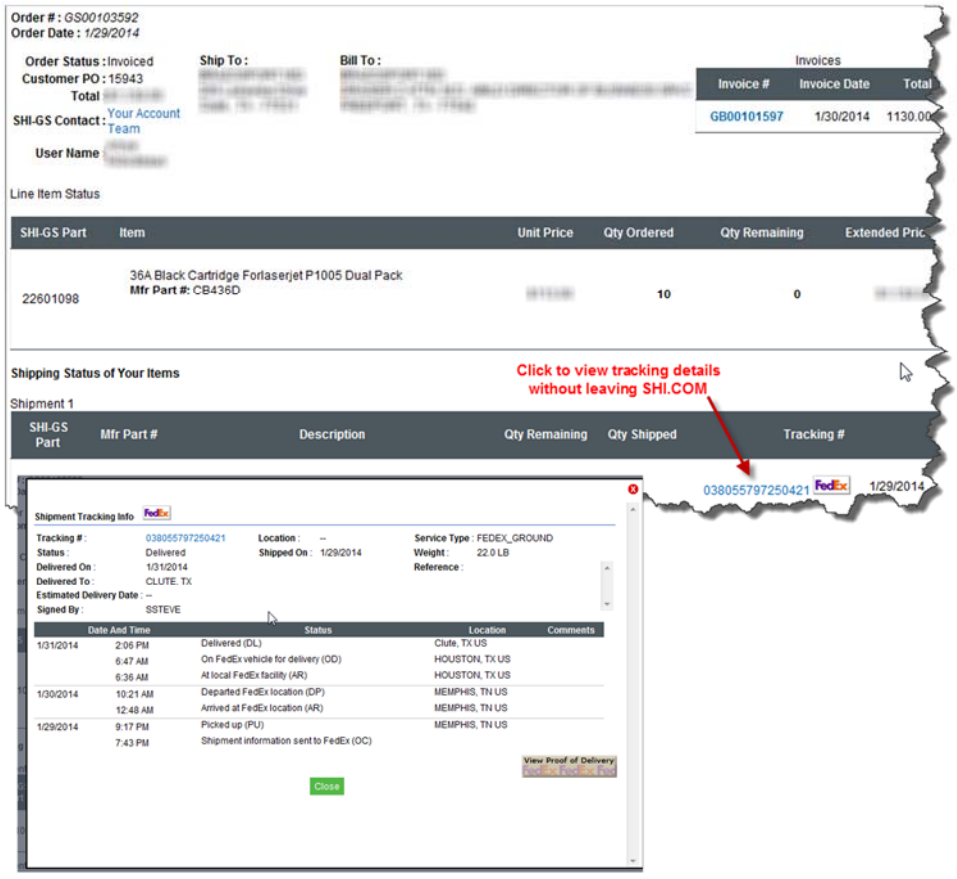
Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.



The following screen shot shows the order search results.



The following demonstrates the tracking details available.



Order details with tracking data per shipment

Within the City's dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and "refreshing" product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State's ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

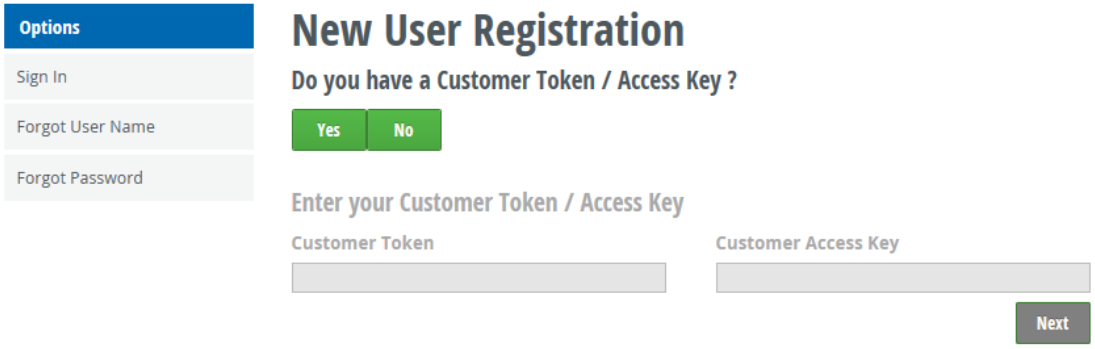
The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. ***Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.***

SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, https://www.publicsector.shidirect.com/ A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

3. ***Describe any national awards and/or other recognition that your website has received.***

SHI Response:

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

4. ***Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?***

SHI Response:

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

5. ***Does your website offer real time product availability?***

SHI Response:

Yes. Please see the information provides above regarding our website for a complete overview.

6. ***How does your company leverage your website to inform customers of the additional savings that may be available?***

SHI Response:

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

7. *Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.

Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	**S46482360**
Order date	10/17/2017
Customer Account	1008214
Customer PO	18001750
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive	Amelia Jakubczyk
SHI Account Manager	Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

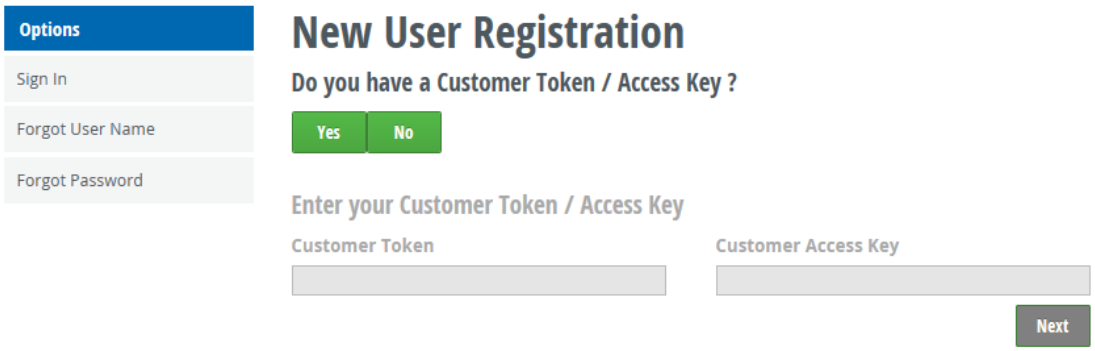
Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

SHI Response:

Yes self-registration is available. Customers can go to https://www.publicsector.shidirect.com/ and then follow the instructions below.

A customer will select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

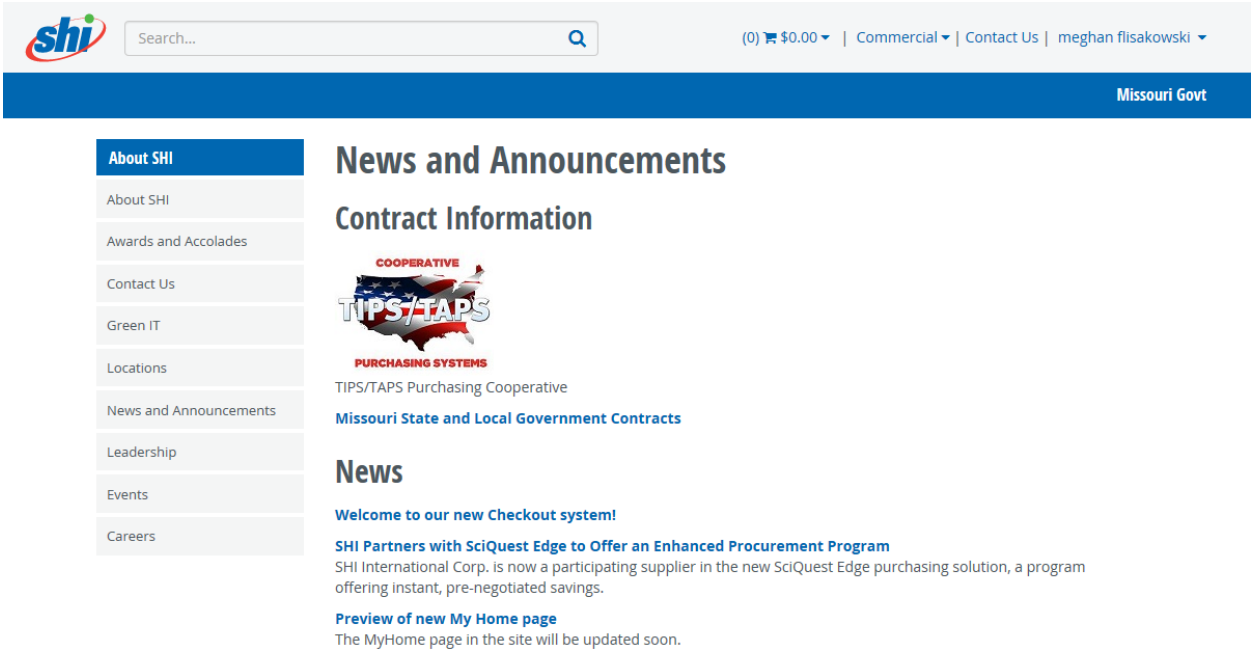
8. *Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



9. *Describe the types of online reporting that are available. Is customized reporting available?*

SHI Response:

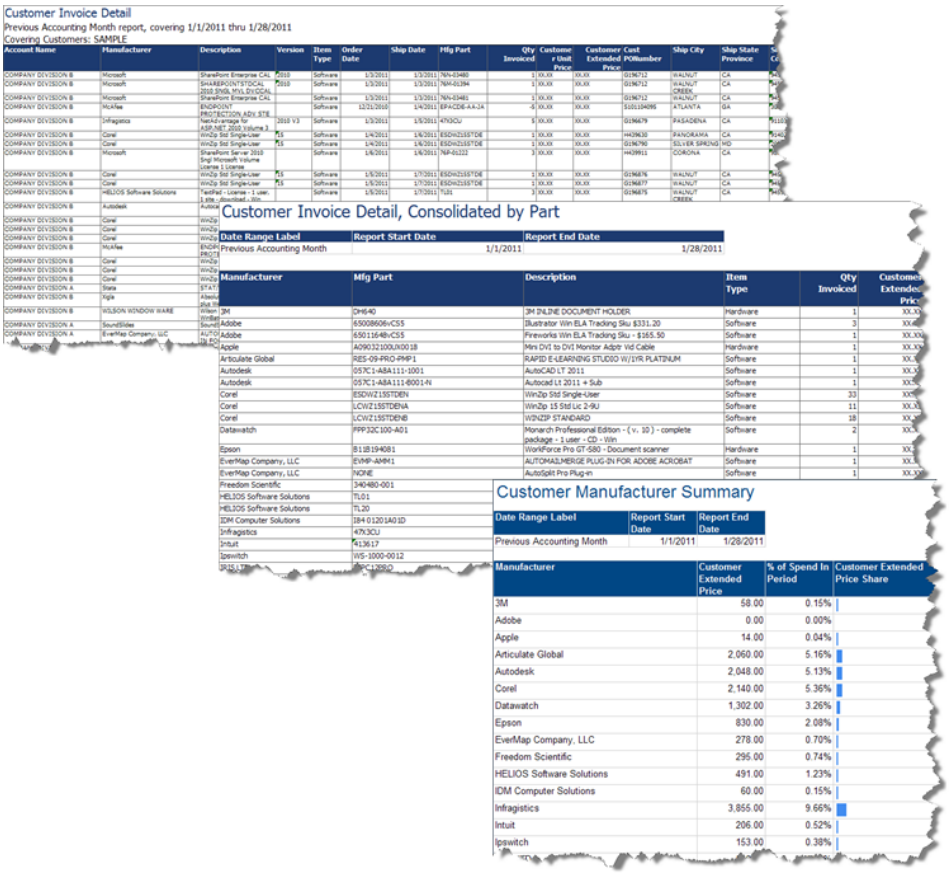
SHI fully understand s your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.

- *Spend by Organization, Enterprise, Conglomerate* – again, each of the above reports can be pulled based on a specific organization, enterprise or conglomerate



10. Describe your online return process (if available).

SHI Response:

All damaged or DOA product will be taken back with no restocking fees.

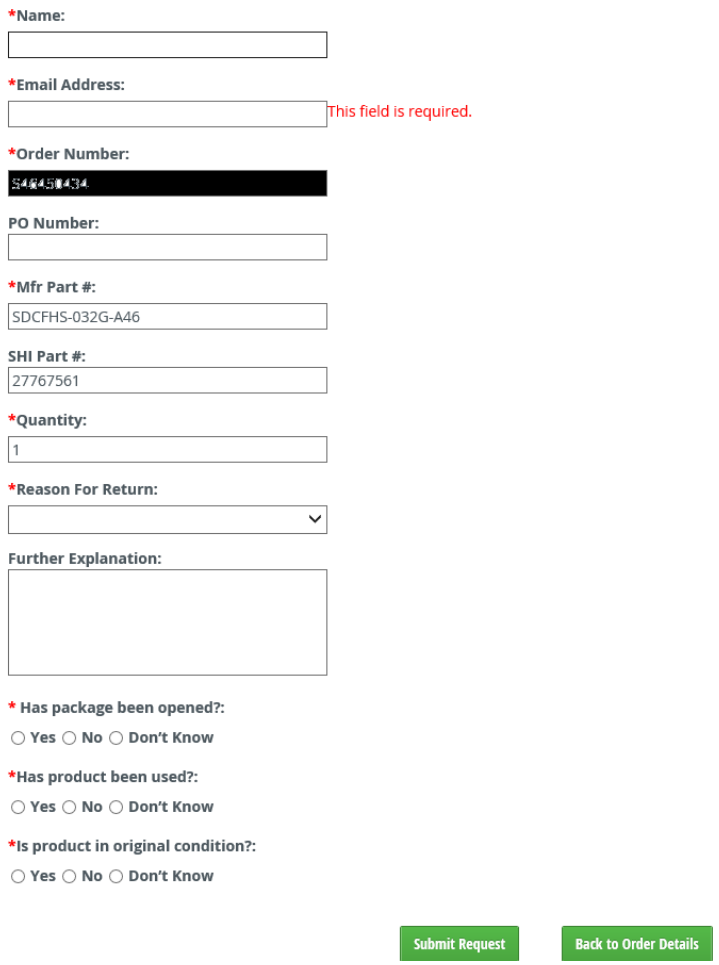
If it has been longer than 30 days, SHI will make a best faith effort to accommodate the return.

SHI's return procedure is simple. The customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the "Request Return Authorization Number" section of the States website. The IAM will take the necessary information and give the customer a Return Authorization Number. A shipping label or account number will be provided by SHI to the customer if physical product is being returned. The end user then has to write the RMA number on the outside of the box and ship it back. In some cases, SHI can arrange to have the product picked up.

Software Publishers may require that a letter of destruction be filled out and signed by the customer. In these cases, SHI would provide the form to the end user and request that they sign and send back. SHI will then hand le processing with the Publisher. Once the valid return is received by SHI we will credit the invoice. If a replacement order is desired we will work with the end user to get that process started before the return is received to increase efficiency.

Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.



11. *Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?*

SHI Response:

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

12. ***Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.***

SHI Response:

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

TAB 6 - OTHER FORMS.

The following forms should be completed and signed:

1. *Vendor Information form*
2. *Exceptions & Confidential Information form*
3. *General Questionnaire form*
4. *Lawful Presence Affidavit*
5. *Respondent Certification form (Offer and Acceptance)*
6. *Respondent Questionnaire*
7. *W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)*

SHI Response:

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): _____

Address: 290 Davidson Ave

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 732-652-6599

E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above):

Address: PO Box 952121

City: Dallas

State: Texas Zip: 75395-2121

Order from Address (if different from above):

Address: _____

City: _____

State: _____ Zip: _____

Contact for Questions about this bid:

Name: Meghan Flisakowski Title: Public Program Manager

Phone: 512-517-4088 E-Mail Address: meghan_flisakowski@shi.com

Day-to-Day Project Contact (if awarded):

Name: Amelia Jakubczyk Title: Account Executive

Phone: 303-723-5256 E-Mail Address: Amelia_Jakubczyk@shi.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: ____%

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: ____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

Confidential/Proprietary Information (mark one).

☒ No confidential/proprietary materials have been included with this Response.

☐ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
   If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30
   Payment Discount of 0% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
   Discount for Procurement Card Purchases? 0%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____
Signature

_____
Print Name

_____
Date

_____
Business/Company Name

Verification of Attachment by City Staff:

_____
Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: SHI International Corp	
Years in business providing similar services: 28 years	
Contractor's License No(s): (Submit a copy with the Response)	Type:
SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested.	
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. **At least one reference should be comparable in size to the City's proposed contract.**	
Firm/Government Agency Name: Arizona State Procurement Office | State of Arizona	
Contact Person: Terri Johnson, Deputy – State Procurement Administrator	Phone: 602-542-9122
Address: 100 North 15th Avenue, Suite 402 Phoenix, AZ 85007	Fax:
	E-Mail Address: **terri.johnson@azdoa.gov**
$ Value of Work, Supplies/Services and Dates Provided: $75m annually. Software, Annual Mainteance. Related Professional Services April 2011 – September 30 2016	
Firm/Government Agency Name: University of Texas Systems Supply Chain Alliance	
Contact Person: Jason Stanford, Manager, Contracts	Phone: 713-563-1021
Address: 7007 Bertner Ave. Houston, TX 77030	Fax:
	E-Mail Address: jpstanford@mdanderson.org
$ Value of Work, Supplies/Services and Dates Provided: $20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.	
Firm/Government Agency Name: Maricopa County Materials Management	
Contact Person: Brian Walsh, Procurement Officer	Phone: 602-506-3243
Address: 320 W. Lincoln St. Phoenix AZ 85003	Fax:
	E-Mail Address: walshb@mail.maricopa.gov

$ Value of Work, Supplies/Services and Dates Provided: $6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.
List any other information which may be helpful in determining your qualifications for a potential contract:
At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services. Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement. SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Deleted: 3

Commented [PB1]: Typically on national contracts we see contract fees ranging from 0.25% to 1.00%. We understand the need for an administrative fee, but we are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set. In order to ensure that this contract is as widely adopted and successful as possible, we would recommend an administrative fee of 1.0%. This will allow this vehicle to will be more in line with other national purchasing vehicles, and in turn, we believe, will render a larger dollar fee than the higher percentage would provide, since the contract will be more widely adopted. SHI will agree to the higher administrative fee if that is the route that National IPA decides to take; however we wanted to share our thoughts and experiences around the “sweet spot” for this fee.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Deleted: and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

Deleted: Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

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Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Advantageous government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the negligent acts or omissions of Supplier in the course of its performance under the Master Agreement.

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7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT.

8. NEITHER PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, EVEN IF A PARTY IS ADVISED OF

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EXAMPLE

THE POSSIBILITY OF SUCH DAMAGES.

9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

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TERM OF AGREEMENT; TERMINATION

10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 9 and 14 – 23, hereof and the indemnifications and limitations of liability afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

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11. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

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NATIONAL PROMOTION

12. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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13. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other

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EXAMPLE

party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

14. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

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15. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

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16. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

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17. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. National IPA will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such

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EXAMPLE

audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 15, and reimbursement of National IPA's costs and expenses related to such audit.

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GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

Commented [PB6]: Note: Individual agreements with the Agencies (if any) be necessary bc they desire alternate terms and therefore any conflicting terms stated in those agreements would supersede this Agreement.

We need to bring clarity here. The Master states it will control and this Agreement states that it will control. SHI prefer we make the Master control.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

A. 18. This Agreement and National IPA's rights and obligations hereunder may be assigned at to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law orotherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of National IPA, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

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19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

290 Davidson Avenue
Somerset, NJ 08873

EXAMPLE

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

EXAMPLE

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the reseller ("**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. NONE OF THE PARTIES SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

Deleted: distributor, manufacturer or other vendor

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EXAMPLE

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company ("National IPA"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)
National IPA Contract Sales Monthly Report

Supplier Name:
Contract Sales Report Month:
Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Issue Request for Proposals	**September 20, 2017**
Pre-Proposal Conference (Optional)	**October 3, 2017 – 10:00 am local Arizona time**
Questions due from Proposers	**October 6, 2017 – 3:00 pm local Arizona time**
City of Mesa response to Questions	**October 12, 2017**
Proposal Due Date	**October 23, 2017 – 3:00 pm local Arizona time**

VENDOR CONFERENCE / SITE VISIT:
Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:
Sharon Brause, CPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions:
Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: http://www.mesaaz.gov/business/purchasing

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to http://mesaaz.gov/business/purchasing/vendor-self-service.

TABLE OF CONTENTS

		PAGE
NOTICE		1
TABLE OF CONTENTS		2
SECTIONS:		
INSTRUCTIONS		3 - 13
SCOPE OF WORK		14 - 18
ATTACHMENTS:		
ATTACHMENT A	PRICING	19
ATTACHMENT B	REQUIRED RESPONSE FORMS (5 pages)	20
ATTACHMENT C	RESPONDENT QUESTIONNAIRE	21
ATTACHMENT D	NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY ("PPA")	22
EXHIBITS:		
EXHIBIT 1	DRAFT AGREEMENT	23 - 39
EXHIBIT 2	MAILING LABEL	40

INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6th) may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

   ELECTRONIC RESPONSE:

   a. Responses shall be submitted through the City of Mesa's Purchasing Website at http://www.mesaaz.gov/business/purchasing/bid-opportunities under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

   b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

   c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

   HARD COPY RESPONSE:

   a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies.** Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.

   b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).

   c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

      City of Mesa
      Mesa City Plaza - Purchasing Division
      20 East Main Street, Suite 400
      Mesa, Arizona 85201

      RFP No. 2018011 – Information Technology Solutions & Services

   d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

   e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. **RESPONSE FORMAT:**

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Program Description AND Method of Approach. Clearly define the services/products offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
   a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
   b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
   a. How many orders are processed daily on an average
   b. How many devices does your facility configure daily on an average
   c. What is the highest number of orders processed in a single day
   d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
    a. What is your fill rate guarantee?
    b. What are your delivery days?
    c. Do you offer next day delivery?
    d. How do you facilitate emergency orders?
    e. Are shipping charges exempt for ALL who use this contract?
    f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

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a. Is online support available?
b. Is phone support available?
c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
d. How are problems resolved?
e. What are the location and hours of your call centers?
f. What response time is guaranteed when a customer service request is made?
g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.

12. Describe how your company will assist customers in navigating OEM warranty process.
13. Describe how your firm will notify customers of new products.
14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
17. Describe options for leasing and financing and the various payment methods accepted.

TAB 3 - Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

TAB 4 - Qualifications. (Abilities, Experience and Expertise). The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

INSTRUCTIONS

11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TAB 5 – Technology.

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
   a. to search for products
   b. to find alternate products (if a certain product is not available)
   c. to perform side-by-side price comparison of products
   d. to order products
   f. to track order status, to include backordered items
   g. to determine when an item was received and who received it
   h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
   i. to create approval paths/levels for orders, to include creating an approval path for restricted items
   j. to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items
   k. to create a "shared" list for an agency to use
   l. to obtain online customer service
   m. to receive online training
   n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
   o. to track their budget for purchases
   p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

TAB 6 - Other Forms. The following forms should be completed and signed:

INSTRUCTIONS

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
   - ☐ Response will be sent in time to be received by City before Response due date and time.
   - ☐ Original and proper number of copies submitted
   - ☐ Response container properly labeled
   - ☐ Pricing, math double-checked, form completed and included (Attachment A)
   - ☐ Required Response Forms completed and included (Attachment B)
   - ☐ Respondent Questionnaire form completed and included (Attachment C)
   - ☐ Response to a National Program (Attachment D)
   - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
   - ☐ Warranty information, as applicable

6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

    This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

    This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

    Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

INSTRUCTIONS

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

    Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

INSTRUCTIONS

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

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19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.

    To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

    a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.

    b. Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.

    c. Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.

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22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

INSTRUCTIONS

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier's website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.

29. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm's Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City's experience with a Respondent.	300
Firm's Proposed Pricing Pricing will be evaluated based on the below criteria.	200

INSTRUCTIONS

The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – "Pricing") for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).

30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at http://mesaaz.gov/business/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in products distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

The City anticipates spending approximately $10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately $500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **MINIMUM REQUIREMENTS.** Offerors should be able to meet the following minimum qualifications:

a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
b) Have a strong national presence as a computer solutions provider.
c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
d) Have a demonstrated sales presence.
e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
f) Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:

a) Online
b) Telephone
b) Fax
c) Email

5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

a) Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

b) Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

c) High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

d) Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

e) Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f) Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g) Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

SCOPE OF WORK

h) Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.

i) Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

j) Financing: Options available such as lease programs and conditional sales contracts.

7. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies (which may include processing as a warranty claim) will apply. Supplier will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City.

Deleted: The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1st, 2018** through **December 31st, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods**. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/products under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

a) **Prices**. All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Supplier and response by the City's Purchasing Division.

b) **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Supplier should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Supplier may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

Commented [PB1]: Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.

b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

c. Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier where permitted by law."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required Response Forms.docx

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): Type: (Submit a copy with the Response) Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. **At least one reference should be comparable in size to the City's proposed contract.**	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

ATTACHMENT D
NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")



Attachment D
PPA.docx

EXHIBIT 1
DRAFT AGREEMENT

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this ___ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey corporation/ ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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EXHIBIT 1
DRAFT AGREEMENT

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions
      2. National IPA Agreement
      3. Scope of Work
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor Response

5. **Payment.**

   5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

   Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

   It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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EXHIBIT 1
DRAFT AGREEMENT

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of Products or services provided;
h. If Products provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes
j. Total amount due.

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6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for products/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

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7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

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7.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

10. WARRANTY. Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. PRODUCT WARRANTY.
Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work / Technical Specifications
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) National IPA Agreement

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Limitation of Liability**

    NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

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IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. **Force Majeure**

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

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19. **Title, Risk of Loss, Returns**

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at www.shi.com/returnpolicy

20. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____ Printed Name

EXHIBIT 1
DRAFT AGREEMENT

CONTRACTOR NAME

_____
Title

_____
Date

REVIEWED BY:

By: _____

By: _____

_____
Printed Name

_____
Title

_____
Date

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING
Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
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EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

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require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

Deleted: The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days' notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

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Deleted: <#>**BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

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SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

    a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

    b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.

    c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

    d. Neither party will be liable for incidental, special, or consequential damages.

16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.

21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order

22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

23. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

Deleted: If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

l. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

Deleted:

Deleted: or fulfill the obligations established by this Agreement

Deleted: <#>**WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.¶
Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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Deleted: will not release Contractor from any obligation hereunder.

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n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

p.

q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>**WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

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Moved up [1]: FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

Deleted: A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.¶
¶
Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district

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v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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EXHIBIT 2
MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

ATTACHMENTS

Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

D&B REPORT

DNBi Risk Management

Printed By: Akif Nizam
Date Printed: February 26, 2016

Live Report : SHI INTERNATIONAL CORP.

D-U-N-S® Number: 61-142-9481
Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I
Endorsement/Billing Reference: lee_harrell@SHI.com

D&B Address

Address 290 Davidson Ave
Somerset, NJ, US - 08873

Phone 732 764-8888

Fax 732-805-0818

Location Type Headquarters

Web www.shi.com

Added to Portfolio: 03/28/2014

Last View Date: 02/09/2016

Endorsement : lee_harrell@SHI.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Sales (Revenue)	5,797,204,000	Source: DNB, FISCAL, 12-31-2014
Net Worth	294,433,000	Source: DNB, FISCAL, 12-31-2014
Assets - Total	1,305,888,000	Source: DNB, FISCAL, 12-31-2014
Bankruptcy Found	No	
Commercial Credit Score	526	Moderate Risk of severe payment delinquency.
Commercial Credit Score Percentile	69	Moderate Risk of severe payment delinquency.
D&B Viability Rating	1 3 A A	View More Details
Current Ratio	1.3	Source: DNB, FISCAL, 12-31-2014
Credit Limit - D&B Aggressive	900,000.00	Based on profiles of other similar companies.
PAYDEX®	73	Paying 11 days past due
Commercial Credit Score Class	3	Moderate Risk of severe payment delinquency.
Financial Stress Score Class	2	Low to Moderate Risk of severe financial stress.
Credit Limit - D&B Conservative	400,000.00	Based on profiles of other similar companies.
D&B Rating	5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

D&B 3-month PAYDEX®

3-month D&B PAYDEX®: *74*
Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX® *73*
Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

Commercial Credit Score Class

Commercial Credit Score Class: 3
Lowest Risk:1;Highest Risk :5

Financial Stress Score Class

Financial Stress Score Class: 2
Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Corporate Linkage

Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOM	23-041-6559
SHI Canada ULC	North York , CANADA	24-362-9057
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANCE	26-213-9752

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP.	TEMPE , Arizona	82-925-3066
SHI INTERNATIONAL CORP.	SAN DIEGO , California	82-925-3330
SHI INTERNATIONAL CORP.	ATLANTA , Georgia	82-925-3462
SHI INTERNATIONAL CORP.	SAN FRANCISCO , California	82-925-3215
SHI INTERNATIONAL CORP.	CHICAGO , Illinois	82-925-3769
SHI INTERNATIONAL CORP.	MINNEAPOLIS , Minnesota	82-925-3850
SHI INTERNATIONAL CORP.	SAINT LOUIS , Missouri	82-925-4023
SHI INTERNATIONAL CORP.	DALLAS , Texas	82-925-5251
SHI INTERNATIONAL CORP.	HOUSTON , Texas	82-925-5335
SHI INTERNATIONAL CORP.	RESTON , Virginia	82-925-5343
SHI INTERNATIONAL CORP.	BELLEVUE , Washington	82-925-5475
SHI INTERNATIONAL CORP.	TAMPA , Florida	83-240-0621
SHI INTERNATIONAL CORP.	SHAWNEE MISSION , Kansas	83-240-0688
SHI INTERNATIONAL CORP.	NEEDHAM , Massachusetts	83-240-0803
SHI INTERNATIONAL CORP.	DENVER , Colorado	83-240-0662

SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana	83-240-0852
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina	17-958-9937
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania	02-958-1868
SHI INTERNATIONAL CORP.	DURHAM , North Carolina	07-166-5395
SHI INTERNATIONAL CORP.	CROFTON , Maryland	04-235-0384
SHI INTERNATIONAL CORP.	REMER , Minnesota	05-845-6218
SHI INTERNATIONAL CORP.	EL SEGUNDO , California	07-940-9361
SHI INTERNATIONAL CORP.	NEW YORK , New York	07-940-9369
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan	07-940-9364
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington	11-899-4420

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Software House International	NORTH VANCOUVER , CANADA	25-930-0382
SHI International Corp.	CENTRAL DISTRICT , HONG KONG	66-834-4679

Predictive Scores

Currency: Shown in USD unless otherwise indicated

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : **5A3**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear ".

Below is an overview of the companys rating history since 09-28-1999

D&B Rating	Date Applied
5A3	05-05-2015
--	11-26-2014
5A3	08-21-2014
--	06-12-2014
5A2	05-20-2014
5A3	05-12-2009
5A2	03-16-2009
5A3	05-07-2002
4A3	07-25-2001
4A2	09-28-1999

Worth: 294,433,000 (Up by 15.1% from last year) (As of 31-Dec-14)

Sales: 5,797,204,000.00 (Up by 15.9% from last year)

Number of Employees Total: 2,850 (1400 here)

Working Capital:	$253,466,000	(As of 31-Dec-14)

Payment Activity:	**(based on 247 experiences)**
Average High Credit:	993,122
Highest Credit:	50,000,000
Total Highest Credit:	209,080,850

D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000
Risk category for this business :	**LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : 2 (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.
High proportion of slow payment experiences to total number of payment experiences.
UCC Filings reported.
High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 3 Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

Proportion of slow payments in recent months
Recent high balance past due
Financial ratios
Proportion of past due balances to total amount owing
Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.
Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	**73**	Equal to 11 days beyond terms (Pays more slowly than the average for its industry of 2 days beyond terms)
Industry Median is	**79**	Equal to 2 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	247
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	42.51%
Total Placed For Collection	1
High Credit Average	993,122
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	15,000,000

D&B PAYDEX® : 73 (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

3-Month D&B PAYDEX® : 74 (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16
This Business	73	72	72	72	73	73	73	73	74	74	73	73
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	79	.	.	79	.	.	79	.	.	79	.	.
Lower	72	.	.	72	.	.	72	.	.	71	.	.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The 12-month high is 74 , or equal to 9 DAYS BEYOND terms
The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Previous Year	03/14 Q1'14	06/14 Q2'14	09/14 Q3'14	12/14 Q4'14
This Business	76	77	73	72
Industry Quartiles				
Upper	80	80	80	80
Median	79	79	79	79
Lower	72	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The present industry median Score is 79 , or equal to 2 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	46	206,250,000	79%
50,000-100,000	13	930,000	80%
15,000-49,999	39	1,065,000	71%
5,000-14,999	32	220,000	67%
1,000-4,999	42	76,500	66%
Under 1,000	38	14,250	61%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>	
Top Industries								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communictns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0
Business consulting	2	2,002,500	2,000,000	50	50	0	0	0
Mfg measure devices	2	1,000,750	1,000,000	50	50	0	0	0
Mfg computer storage	2	507,500	500,000	100	0	0	0	0
Misc equipment rental	2	95,000	65,000	100	0	0	0	0
Radiotelephone commun	2	55,000	40,000	73	0	0	0	27
Data processing svcs	2	32,500	30,000	100	0	0	0	0
Mfg comp peripherals	2	31,000	30,000	3	97	0	0	0
Mfg switchgear-boards	2	30,000	20,000	33	0	67	0	0
Whol service paper	2	22,500	20,000	89	11	0	0	0
Mfg public bldg furn	2	16,000	15,000	94	0	3	3	0
Detective/guard svcs	2	10,250	10,000	51	49	0	0	0
Whol electrical equip	2	5,250	5,000	52	0	48	0	0
Mfg sheet metalwork	1	200,000	200,000	50	0	0	0	50
Mfg misc plastic prdt	1	100,000	100,000	50	0	0	50	0
Mfg medical instrmnt	1	100,000	100,000	0	100	0	0	0
Travel agency	1	95,000	95,000	100	0	0	0	0
Mfg environment cntrl	1	85,000	85,000	100	0	0	0	0
Misc advertising svcs	1	80,000	80,000	100	0	0	0	0

Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad specltys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	24	505,550	500,000					
Payment record unknown	9	19,450	10,000					
Unfavorable comments	1	100	100					
Placed for collections	1	N/A	0					
Total in D&B's file	247	209,080,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/16	Ppt	65,000	5,000		Lease Agreemnt	

	Ppt	40,000	30,000	0		1 mo
	Ppt	30,000	100		Lease Agreemnt	
	Ppt	1,000	1,000	0		1 mo
	Ppt-Slow 30	500,000	250,000	250,000	N30	1 mo
	Ppt-Slow 30	45,000	25,000	7,500	N30	1 mo
	Slow 30	10,000	10,000	10,000	N30	1 mo
01/16	Ppt	40,000,000	20,000,000	0	N30	1 mo
	Ppt	7,000,000	7,000,000	0	N30	1 mo
	Ppt	1,000,000	95,000	0		1 mo
	Ppt	500,000	100	0		1 mo
	Ppt	100,000	100,000	0		1 mo
	Ppt	85,000	20,000	0		1 mo
	Ppt	50,000	25,000	0		1 mo
	Ppt	40,000	25,000	0		1 mo
	Ppt	40,000	35,000	0		1 mo
	Ppt	25,000	0			6-12 mos
	Ppt	20,000	20,000	0	N30	1 mo
	Ppt	15,000	10,000	0		1 mo
	Ppt	10,000	0	0		6-12 mos
	Ppt	7,500	7,500	0		1 mo
	Ppt	5,000	5,000	0		1 mo
	Ppt	5,000	2,500	0		1 mo
	Ppt	5,000	0			6-12 mos
	Ppt	5,000	0	0		4-5 mos
	Ppt	5,000	5,000	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0	N30	2-3 mos
	Ppt	2,500	0	0		2-3 mos
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	750	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0		2-3 mos
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	0	0		4-5 mos
	Ppt	1,000	500	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	750	0	0		2-3 mos
	Ppt	750				1 mo
	Ppt	750	250	0		
	Ppt	250	250	0	N30	1 mo
	Ppt	250	0	0		2-3 mos
	Ppt	250	0	0		1 mo
	Ppt	250	0	0		6-12 mos
	Ppt	250	0	0		6-12 mos
	Ppt	50	0	0	N30	2-3 mos
	Ppt-Slow 30	50,000,000	50,000,000	15,000,000		1 mo
	Ppt-Slow 30	2,000,000	1,000,000	1,000,000		1 mo
	Ppt-Slow 30	400,000	400,000	0	N30	1 mo
	Ppt-Slow 30	200,000	100,000	0		1 mo
	Ppt-Slow 30	100,000	15,000	750		1 mo
	Ppt-Slow 30	55,000	55,000	5,000	1 10 N30	1 mo
	Ppt-Slow 30	10,000	10,000	2,500		1 mo

	Ppt-Slow 30	5,000	1,000	1,000	1 15 N30	1 mo
	Ppt-Slow 30	1,000	0	0		2-3 mos
	Ppt-Slow 60	600,000	85,000	15,000		1 mo
	Ppt-Slow 60	2,500	2,500	1,000		1 mo
	Ppt-Slow 60	1,000	0	0		2-3 mos
	Ppt-Slow 90	100,000	0	0		2-3 mos
	Ppt-Slow 90	25,000	15,000	15,000		2-3 mos
	Ppt-Slow 90	1,000	500	500		2-3 mos
	Ppt-Slow 240	5,000	0	0		2-3 mos
	Slow 10	500	0	0		6-12 mos
	Slow 10	500	0	0	N30	6-12 mos
	Slow 30	100,000	25,000	25,000		1 mo
	Slow 30	7,500	7,500	5,000		1 mo
	Slow 30	2,500	1,000	1,000	N30	1 mo
	Slow 60	500	0	0	N30	6-12 mos
	Slow 60	500	100	0		1 mo
	Slow 90	2,500	2,500	2,500		2-3 mos
	Slow 30-90	1,000	500	100		1 mo
	Slow 30-90	250	250	250		4-5 mos
	Slow 30-90	100	100	100		
	Slow 30-90+	15,000	7,500	7,500		4-5 mos
	Slow 90+	50	50	50		
	(077)	0	0	0	Cash account	2-3 mos
06/15	Slow 60	20,000	0	0	N30	6-12 mos
03/15	Slow 60	20,000	0	0		4-5 mos
	(080) Credit refused .	100	100	100		1 mo

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**64**
Status	**Released**
CASE NO.	J819037
Type	County Tax
Filed By	TAX COLLECTOR
Against	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	11/20/15
Date Filed	01/03/14
Latest Info Received	12/23/15

UCC Filings

Type	Continuation
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2004-05-18
Latest Info Received	06/01/04
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2005-02-01
Latest Info Received	03/02/05
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SOFTWARE HOUSE INTERNATIONAL INC and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2008-10-02
Latest Info Received	11/25/08
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2009-03-16
Latest Info Received	05/15/09
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	12/20/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-12-21
Latest Info Received	04/07/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-03-23
Latest Info Received	05/16/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	AGREEMENT and proceeds

Type	Partial release
Sec. Party	IBM CREDIT LLC, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-06-25
Latest Info Received	09/04/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-08-01
Latest Info Received	09/28/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-01
Latest Info Received	01/10/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-15
Latest Info Received	02/28/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds

Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-13
Latest Info Received	04/18/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2014-04-16
Latest Info Received	09/09/14
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	Inventory including proceeds and products - Chattel paper including proceeds and products
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-09-14
Latest Info Received	10/14/11

Type	Amendment
Sec. Party	BANC OF AMERICA LEASING & CAPITAL. LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	02/16/12
Original UCC Filed Date	2011-09-14
Original Filing No.	26077512

Collateral	Accounts receivable and proceeds - Account(s) and proceeds
Type	Original
Sec. Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	SHI INTERNATIONAL CORP.

Filing No.	51220974
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-06-25
Latest Info Received	07/31/15

Collateral	Accounts receivable and proceeds - Account(s) and proceeds
Type	Original
Sec. Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50581191
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-07-25
Latest Info Received	08/16/13

Collateral	Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS
Type	Original
Sec. Party	EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50451760
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-21
Latest Info Received	03/18/13

Collateral	Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS
Type	Original
Sec. Party	SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50363506
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-10-17
Latest Info Received	12/20/12

Collateral	Accounts receivable and proceeds - Contract rights and proceeds
Type	Original
Sec. Party	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50219681
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-04-04
Latest Info Received	04/19/12

Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50126880
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-11-18
Latest Info Received	12/12/11

Collateral	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50111916
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-28
Latest Info Received	11/11/11

Collateral	Equipment and proceeds
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA
Debtor	SHI INTERNATIONAL CORP.
Filing No.	26705781
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-05-14
Latest Info Received	07/28/15

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated

Special Events

02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	SHI INTERNATIONAL CORP.
Doing Business As :	SOFTWARE HOUSE INTERNATIONAL , S H I
Street Address:	290 Davidson Ave Somerset , NJ 08873
Phone:	732 764-8888
Fax:	732-805-0818
URL:	http://www.shi.com
History	Is clear
Operations	Profitable
Present management control	27 years
Annual Sales	5,797,204,000

History

The following information was reported: **05/06/2015**

Officer(s):	THAI LEE, CEO KOGUAN LEO, CHB HAL JAGGER, V PRES PAUL NG, CFO-SEC-V PRES MELISSA GRAHAM, V PRES CELESTE LEE, V PRES AL FITZGERALD, V PRES
DIRECTOR(S) :	THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

Operations

05/06/2015

	Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.
Description:	Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International. Nonseasonal.
Employees:	2,850 which includes officer(s). 1,400 employed here.
Facilities:	Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.
Location:	Central business section on side street.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	This business has one subsidiary. Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Company Financials: D&B

05/06/2015

Two-year Statement Comparative:

	Fiscal Consolidated Dec 31 2014	Fiscal Consolidated Dec 31 2013
Current Assets	1,264,921,000	1,087,624,149
Current Liabilities	1,011,455,000	873,910,309
Current Ratio	1.25	1.24
Working Capital	253,466,000	213,713,840
Other Assets	40,967,000	42,138,512
Net Worth	294,433,000	255,852,352

Sales	5,797,204,000	5,003,074,575
Long Term Liab	0	0
Net Profit (Loss)	89,269,000	74,773,105

Additional Financial Data

Fiscal Consolidated statement dated DEC 31 2014

Assets	
Cash	84,268,000
Accts Rec	1,122,641,000
Inventory	52,776,000
Prepaid Exps & Sundry Receivable	5,236,000
Curr Assets	**1,264,921,000**
Fixt & Equip	40,162,000
Security Deposits & Other Assets	805,000
Total Assets	**1,305,888,000**

Liabilities	
Accts Pay	801,601,000
Wholesale Financing Agree Advances	163,538,000
Accruals	45,814,000
Due To Related Party	502,000
Curr Liabs	**1,011,455,000**
COMMON STOCK	100,000
ADDIT. PD.-IN CAP	300,000
ACCUM OTHER COMPREHENSIVE INCOME	1,895,000
RETAINED EARNINGS	292,138,000
Total Liabilities + Equity	**1,305,888,000**

From JAN 01 2014 to DEC 31 2014 annual sales $5,797,204,000; cost of goods sold $5,354,580,000. Gross profit $442,624,000; operating expenses $348,727,000. Operating income $93,897,000; other income $794,000; other expenses $3,512,000; net income before taxes $91,179,000; other tax $1,910,000. Net income $89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less $33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

Request Financial Statements

Requested financials are provided bySHI INTERNATIONAL CORP.and are not DUNSRight certified.

Key Business Ratios

Statement Date	Dec 31 2014
Based on this Number of Establishments	18

Industry Norms Based On 18 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	1.5	7.8	4
Return on Net Worth %	30.3	16.8	2
Short-Term Solvency			
Current Ratio	1.3	2.6	4
Quick Ratio	1.2	2.0	3

Efficiency			
Assets to Sales %	22.5	88.1	1
Sales / Net Working Capital	22.9	3.0	1
Utilization			
Total Liabilities / Net Worth (%)	343.5	59.5	4

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PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony

Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Condusiv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries

eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software

Zonar Systems - Software
Zscaler - Software

National Pricing Discount

RFP #2018011

For each item listed on the National Priceing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	**Product**	**Product / Group**	**Proposed Discount**	**Manufacturer Name**	**Proposed Discount**	**Manufacturer Name**
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	

2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%	
		16) Displays	4%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4%	SHI's Full Catalog of Output Devices	%	

3)	Group 3 - Output Devices	22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4%	SHI's Full Catalog of Memory	%	
		37) Flash	4%	SHI's Full Catalog of Memory	%	

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%	
		39) Notebook	4%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%	
		41) Server	4%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%	
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%	

5)	Group 5 - Storage Devices	54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%	

		70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%	
		78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	4%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	4%	SHI's Full Catalog of Network Equipment	%	

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%	

102) Licensince - Database	4%	SHI's Full Catalog of Software	%	
103) Licensing - Development	4%	SHI's Full Catalog of Software	%	
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%	
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%	
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%	
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%	
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%	
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%	
110) Licensing - OS	4%	SHI's Full Catalog of Software	%	
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%	
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%	
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%	
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%	
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%	
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%	
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%	

7)	Group 7 - Software	118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4%	SHI's Full Catalog of Software	%	
		126) Software - Database	4%	SHI's Full Catalog of Software	%	
		127) Software - Development	4%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4%	SHI's Full Catalog of Software	%	
		133) Software - OS	4%	SHI's Full Catalog of Software	%	

		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%	
164) Cables	4%	SHI's Full Catalog of Other	%	
165) Cables - custom	4%	SHI's Full Catalog of Other	%	
166) Cables - printer	4%	SHI's Full Catalog of Other	%	
167) Complex warranties	4%	SHI's Full Catalog of Other	%	
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%	
169) Display Accessories	4%	SHI's Full Catalog of Other	%	
170) Electronic Services	4%	SHI's Full Catalog of Other	%	
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%	
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%	
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%	
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%	
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%	
176) Lab fees	4%	SHI's Full Catalog of Other	%	
177) Managed Services	4%	SHI's Full Catalog of Other	%	
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%	

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%	
180) Networking Warranties	4%	SHI's Full Catalog of Other	%	
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%	
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%	
183) PC Lab order services	4%	SHI's Full Catalog of Other	%	
184) POS Accessories	4%	SHI's Full Catalog of Other	%	
185) POS Displays	4%	SHI's Full Catalog of Other	%	
186) Power Accessories	4%	SHI's Full Catalog of Other	%	
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%	
188) Power UPS	4%	SHI's Full Catalog of Other	%	
189) Server Accessories	4%	SHI's Full Catalog of Other	%	
190) Service Charge	4%	SHI's Full Catalog of Other	%	
191) System Components	4%	SHI's Full Catalog of Other	%	
192) Training Courses	4%	SHI's Full Catalog of Other	%	
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%	
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%	

195) iPAD / Tablet Stylus	4%	SHI's Full Catalog of Other	%	
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%	
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%	
198) Tools	4%	SHI's Full Catalog of Other	%	
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%	
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%	
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%	
202) Network Scanners	4%	SHI's Full Catalog of Other	%	
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%	
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%	
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%	
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%	
207) Nettop	4%	SHI's Full Catalog of Other	%	
208) Point of Sale	4%	SHI's Full Catalog of Other	%	
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%	
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%	

10)	Group 10 - Other	211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%	
		212) Computer Cases	4%	SHI's Full Catalog of Other	%	
		213) CPUs / Fans	4%	SHI's Full Catalog of Other	%	
		214) Membory Accessories	4%	SHI's Full Catalog of Other	%	
		215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%	
		216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%	
		217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%	
		218) Console Server	4%	SHI's Full Catalog of Other	%	
		219) Device Server	4%	SHI's Full Catalog of Other	%	
		220) Terminal Server	4%	SHI's Full Catalog of Other	%	
		221) Content Management	4%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%	

227) Security Applicance Accessories	4%	SHI's Full Catalog of Other	%	
228) Security Tokens	4%	SHI's Full Catalog of Other	%	
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%	
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%	
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%	
232) Convertible PCs / Slate PCs / iPAD	4%	SHI's Full Catalog of Other	%	
233) iPAD	4%	SHI's Full Catalog of Other	%	
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%	
235) GPS / PDA	4%	SHI's Full Catalog of Other	%	
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%	
237) Batteries	4%	SHI's Full Catalog of Other	%	
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%	
239) Rackmountain Equipment	4%	SHI's Full Catalog of Other	%	
240) Remote Power Management	4%	SHI's Full Catalog of Other	%	
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%	
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%	

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%	
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%	
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%	
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%	
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%	
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%	
251) Arm Mounts	4%	SHI's Full Catalog of Other	%	
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%	
253) Combo Mounts	4%	SHI's Full Catalog of Other	%	
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%	
255) Flat Wlal Mounts	4%	SHI's Full Catalog of Other	%	
256) Mount Accessories	4%	SHI's Full Catalog of Other	%	
257) Pole Display	4%	SHI's Full Catalog of Other	%	
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%	

		259) Tilt Wall Mounts	4%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4%	SHI's Full Catalog of Other	%	
		261) Istar Products	4%	SHI's Full Catalog of Other	%	
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.	
		Design and Analysis	$ 125.00	4%		
		Configuration	$ 165.00	4%		
		Implementation	$ 185.00	4%		
		Installation	$ 185.00	4%		
		Training	$ 99.00	4%		
		Maintenance & Support	$ 99.00	4%		
		Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)		%		
12)	Group 12 - Additional Products/Services Not Identified	Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be signi
higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customer
public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can b
www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Publishe
Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additi
discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available
beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base ou
structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to
discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may no
every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source t
information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it result
increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what
National IPA customers.

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identifed on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	$ 1,339.00	$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	$ 825.00	$ 792.00
Dell OptiPlex 7050 Small Form Factor	~~S028O7050SFFUSR~~ **83F9F**	EA	4.00%	$1,055.45	$ 1,013.23
Dell Latitude 5480 Laptop	~~S022L548014USR~~ **4C99R**	EA	4.00%	$1,143.91	$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	$ 210.00	$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	$ 141.00	$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	$ 83.00	$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	$ 58.00	$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	$ 14.00	$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	$ 32.00	$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	$241.63	$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	$ 6,907.00	$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	$ 643.00	$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	$ 887.00	$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	$ 704.00	$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	$ 410.00	$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	$710.48	$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	$821.34	$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	~~KVR16R11D4K4/64~~ **CT64G4LFQ424A**	EA	4.00%	$978.90	$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	$ 237.51	$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	$ 261.00	$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	~~ST40000VM000~~ **ST4000VX007**	EA	4.00%	$134.30	$ 128.93
~~Dell PowerVault RD1000 RDX USB external~~	~~RD1000~~	~~EA~~	4.00%	~~$ 162.00~~	~~$ 155.52~~
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	$ 113.00	$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	$ 6.00	$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	$ 17,700.00	$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	$4,895.06	$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-TAA	EA	4.00%	$10,758.00	$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	$ 811.00	$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	$ 1,433.00	$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	$407.97	$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	$ 310.00	$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	$ 1,021.00	$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	$ 157.00	$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	$ 195.00	$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	$ 19.00	$ 18.24
Memorex DVD+R x 25 Storage media	~~05618~~ 05638	PK	4.00%	$18.10	$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	$ 15.00	$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	$ 236.00	$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	$72.36	$ 69.47
OpenScape Desk Phone	~~IP 55G~~ SIPL30250-F600-C281	EA	4.00%	$528.50	$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	$371.20	$ 356.35
~~Avaya Business Series Terminal T7208 - Digital Phone~~	~~NT8B26AAMAE6~~	~~EA~~	4.00%	~~#N/A~~	~~#N/A~~
APC1500VA	SMT1500	EA	4.00%	$ 524.00	$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	$ 1,547.00	$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	$ 5,610.00	$ 5,385.60

Total Price	$ 62,157.82

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name __SHI International Corp___

Pricing Proposal
Quotation #: 24867014
Created On: 5/16/2024
Valid Until: 7/19/2024

CA-City of Cypress

Adrian Smith
5275 Orange Avenue
CYPRESS, CA 906300609
United States
Phone: 7142296719
Fax:
Email: asmith@cypressca.org

Inside Accouunt Executive

Nathan Ambrogio
300 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-8229
Fax:
Email: nathan_ambrogio@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	University LMS Subscription Customer Access Pass Year 1 CrowdStrike - Part#: RR.PSO.ENT.PASS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	2	$0.00	$0.00	$0.00
2	Falcon Endpoint Protection Enterprise Flexible Bundle CrowdStrike - Part#: CS.EPPENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$68.21	$22.73	$6,250.75
3	Prevent CrowdStrike - Part#: CS.PREVENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$0.00	$0.00	$0.00
4	Insight CrowdStrike - Part#: CS.INSIGHT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$0.00	$0.00	$0.00
5	Threat Graph Standard on GovCloud CrowdStrike - Part#: CS.TG.STD.GOV.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$7.19	$7.59	$2,087.25
6	Overwatch CrowdStrike - Part#: CS.OW.SVC.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$20.99	$8.17	$2,246.75

7	Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	1	$1,163.91	$1,175.67	$1,175.67
8	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2024 – 7/13/2025	275	$24.94	$8.87	$2,439.25
9	University LMS Subscription Customer Access Pass Year 2 CrowdStrike - Part#: RR.PSO.ENT.PASS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	2	$0.00	$0.00	$0.00
10	Falcon Endpoint Protection Enterprise Flexible Bundle CrowdStrike - Part#: CS.EPPENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$68.21	$22.73	$6,250.75
11	Prevent CrowdStrike - Part#: CS.PREVENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$0.00	$0.00	$0.00
12	Insight CrowdStrike - Part#: CS.INSIGHT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$0.00	$0.00	$0.00
13	Threat Graph Standard on GovCloud CrowdStrike - Part#: CS.TG.STD.GOV.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$7.19	$7.59	$2,087.25
14	Overwatch CrowdStrike - Part#: CS.OW.SVC.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$20.99	$8.17	$2,246.75
15	Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	1	$1,163.91	$1,293.23	$1,293.23
16	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2025 – 7/13/2026	275	$24.94	$8.87	$2,439.25
17	University LMS Subscription Customer Access Pass Year 3	2	$0.00	$0.00	$0.00

	CrowdStrike - Part#: RR.PSO.ENT.PASS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027				
18	Falcon Endpoint Protection Enterprise Flexible Bundle CrowdStrike - Part#: CS.EPPENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$68.21	$22.73	$6,250.75
19	Prevent CrowdStrike - Part#: CS.PREVENT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$0.00	$0.00	$0.00
20	Insight CrowdStrike - Part#: CS.INSIGHT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$0.00	$0.00	$0.00
21	Threat Graph Standard on GovCloud CrowdStrike - Part#: CS.TG.STD.GOV.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$7.19	$7.59	$2,087.25
22	Overwatch CrowdStrike - Part#: CS.OW.SVC.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$20.99	$8.17	$2,246.75
23	Express Support CrowdStrike - Part#: RR.HOS.ENT.EXPS.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	1	$1,163.91	$1,293.23	$1,293.23
24	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN.T5.12M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 7/14/2026 – 7/13/2027	275	$24.94	$8.87	$2,439.25

Subtotal	$42,834.13
Shipping	$0.00
*Tax	$0.00
Total	$42,834.13

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

This Crowdstrike order is non-cancellable and non-refundable

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as

needed.

The following bullets apply to all Crowdstrike items on this quote:

- Your use of the products and services is governed by the end user terms and conditions located at: https://www.crowdstrike.com/terms-conditins unless you and CrowdStrike have otherwise executed a different agreement
- For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Peter Grant, City Manager

DATE: 07/08/2024

SUBJECT: **Adopt a Resolution approving the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with Kroger Co. to Resolve Lawsuits Accusing Pharmacy Chains of Mishandling Opioid Pain Drugs**

RECOMMENDATION

Adopt a Resolution authorizing the City to enter into the Settlement Agreement with Kroger Co. to resolve lawsuits accusing pharmacy chains of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and authorize entry into the related State-Subdivision Agreement with the Attorney General.

DISCUSSION

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. Amounts allocated to Cypress from this settlement agreement and the proceeds may only be used for opioid remediation activities. Proceeds will be passed on to the County of Orange, who will coordinate remediation activities.

A new nationwide settlement has been reached with Kroger Co. to resolve lawsuits accusing pharmacy chains of mishandling opioid pain drugs. This nationwide settlement is part of a second round of settlements with retail pharmacy companies that followed the 2021 settlements with drug-makers and distributors. In 2023, the City approved similar settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

If the City Council chooses not to participate, Cypress' allocation will be redistributed to other agencies participating in the settlement rather than being passed on to the County of Orange.

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 has reviewed and approved the attached Resolution.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

Settlement Document Package

December 2021 Agenda Item

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING THE CITY OF CYPRESS TO ENTER INTO THE SETTLEMENT AGREEMENT WITH KROGER CO., AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENT, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENT 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 March 22 2024, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Kroger Co. (Kroger) and

WHEREAS, Kroger shall be referred in this Resolution as "Settling Defendant"; and

WHEREAS, as part of the settlement with the Settling Defendant, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlement in exchange for a release of the Settling Defendant; and

WHEREAS, copies of the proposed terms of those proposed nationwide settlement have been set forth in the Master Settlement Agreement with the Settling Defendant; and

WHEREAS, copies of the Master Settlement Agreement have been provided to the City Council with this Resolution; and

WHEREAS, the Settlement Agreement provides, 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 Agreement ("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 Agreement Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendant; and

WHEREAS, copies of the Allocation Agreement for all of the settlement with the Settling Defendant have been provided with this Resolution; and

WHEREAS, under the Master Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settlement Defendant 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, 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 Agreement with the Settling Defendant by executing the Participation Agreement and to enter into the Allocation Agreement 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 execute all documents required to settle and release the City's claims against the Settling Defendant in exchange for the consideration set forth in the Settlement Agreement, Allocation Agreement and all exhibits thereto to be paid through the County of Orange.

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 _____, 2024.

_____

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 __, 2024, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

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New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Cypress city, CA
Reference Number: CL-789672

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because California is participating in the Kroger settlement.

This electronic envelope contains three attachments:

- The *Participation Form* for the Kroger settlement, including a release of any claims;
- California State Subdivision Agreement for Kroger; and
- Side-letter agreement between California and Kroger

The *Participation Form and California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and Kroger modifies, as it applies to California, one injunctive relief term contained in Exhibit P, Section IX(5)(1) of the Kroger National Settlement Agreement.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns 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.

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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 Opioids Settlement* 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 this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state 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. This website will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with Kroger, which modifies the *Kroger National Opioid Settlement's* injunctive relief within the State of California.

How to return signed forms:

There are three methods for returning the executed *Participation Form, the California-State Subdivision Agreement ("Subdivision Agreement"),* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form and the Subdivision Agreement* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form and the Subdivision Agreement*, 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 a manually signed *Participation Form and Subdivision Agreement* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form and Subdivision Agreement* using DocuSign, the signed *Participation Form and Subdivision Agreement* 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

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the email and use the subject line Settlement Participation Form – [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 Form and Subdivision Agreement*, 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 August 12, 2024.

If you have any questions about executing the *Participation Form*, 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,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release 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 Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger 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 Kroger 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 Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger 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 Kroger Settlement solely for the purposes provided therein.

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 Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger 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 Kroger 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 Kroger 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 Kroger Settlement.

10. In connection with the releases provided for in the Kroger 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 Kroger Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger 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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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the "Kroger Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Kroger Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger 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 Kroger 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) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

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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.

j) *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.

k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., 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 Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger 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 Kroger 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 Kroger 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 Kroger 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 did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergenCorporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

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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 Kroger Settlement Agreement and this CA Kroger 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 Kroger 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.



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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 Kroger 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 Kroger Settlement Agreement and this CA Kroger 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 Kroger Settlement Agreement and this CA Kroger Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger 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 Kroger Settlement Agreement or this CA Kroger 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.



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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 Kroger Settlement Agreement and this CA Kroger 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 Kroger 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"),



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pursuant to Exhibit R, section I(CC), of the Kroger 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 Kroger 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 Kroger 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 Kroger Settlement Agreement and this CA Kroger 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 Kroger Settlement Agreement and this CA Kroger 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 Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.

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 Kroger 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 Kroger Settlement Agreement, this CA Kroger 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 Kroger 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 Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on .

Signature:

Name:

Title:

Date:

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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—Kroger 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.

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation 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%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**



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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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

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APPENDIX 1

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**



DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**



DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage



DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation 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%**



DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

APPENDIX 1

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%**

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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.

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DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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 Kroger Settlement Agreement, 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 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

DocuSign Envelope ID: FEAA1971-4CE1-4B70-9882-B70DCEA90142

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 Kroger Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger 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 Kroger Settlement Agreement, 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 Kroger 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 Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger 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 Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger 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 Kroger 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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Weil, Gotshal & Manges LLP

2001 M Street, NW Suite 600
Washington, DC 20036
+1 202 682 7000 tel
+1 202 857 0940 fax

Chantale Fiebig
+1 (202) 682-7200
Chantale.Fiebig@weil.com

BY E-MAIL

March 28, 2024

David Jones
Supervising Deputy Attorney General
Healthcare Rights & Access Section
Department of Justice
1300 I Street
Sacramento, CA 95814
Phone: (916) 210-7861
Email: David.Jones@doj.ca.gov

Re: Kroger Opioids Settlement Agreement

Dear Mr. Jones:

This letter summarizes the agreement reached between Kroger and the State of California regarding the multistate Kroger Settlement Agreement dated March 22, 2024 regarding opioid claims by states and subdivisions (the "Multistate Kroger Settlement Agreement").

The Kroger Co. and all of its direct and indirect subsidiaries ("Kroger"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modification to the Multistate Kroger Settlement Agreement in its application to California. For the avoidance of doubt, the limited modification set forth below applies only to California and to no other state or territory.

The "Prescription Red Flag" described in Section IX(5)(a) of Exhibit P to the Multistate Kroger Settlement Agreement is modified in its entirety to read as follows:

> A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient.

This limited California-specific modification was a necessary condition for California's decision to sign-on as a participating state to the Multistate Kroger Settlement Agreement.

For the avoidance of doubt, all other terms and provisions in the Multistate Kroger Settlement Agreement remain the same, including without limitation all "Prescription Red Flags" not specified above, all

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definitions, all release provisions, the eleven-year-payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms and this letter shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Chantale Fiebig
Counsel for The Kroger Co.

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:

Name: David A. Jones
Title: Supervising Deputy Attorney General
Date: March 29, 2024

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

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Mark Lauderback, Chief of Police

DATE: 07/08/2024

SUBJECT: **Receive and File the Police Department's Annual Military Equipment Report Per California Assembly Bill 481**

RECOMMENDATION

1. Receive and file the Police Department's Annual Military Equipment Report per California Assembly Bill 481; and

2. Approve a renewal of the military equipment policy previously adopted by City Council Ordinance No. 1194.

DISCUSSION

In 2022 the City Council adopted an Ordinance approving the Police Department's Military Equipment Policy in accordance with Assembly Bill 481 (AB 481). This bill requires law enforcement agencies to establish a policy for the funding, acquisition, and use of items deemed to be military equipment. The bill also requires that an annual military equipment report be made public on the Police Department's website and a community meeting be held to allow for public comments within 30 days of submitting and publicly releasing the annual report.

To meet the requirements of the Annual Military Equipment Usage Report pursuant to AB 481 and Government Code § 7072, the following information is to be provided for the immediately preceding calendar year for each type of military equipment:

- **A summary of how the military equipment was used and the purpose of its use.**

  The Cypress Police Department did not have any military equipment deployments in the City of Cypress in 2023. Cypress PD does participate in the West County Special Weapons and Tactics Team (SWAT), which includes the cities of Cypress, Fountain Valley, Los Alamitos, Seal Beach and Westminster. For military equipment deployments in these cities, the public may refer to these agencies' military equipment annual reports.

- **A summary of any complaints or concerns received concerning the military**

equipment.

No violations were discovered in 2023 and officers appear to be operating in a manner that met or exceeded Department and community expectations. The Cypress Police Department did not receive any complaints or concerns related to the use of military equipment.

- **The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.**

  The Department conducted an internal audit and determined there were no violations of the military equipment use policy.

- **The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.**

  This cost is contained in the current inventory of military equipment, which includes initial purchase costs (See Military Equipment List Attachment).

- **The quantity possessed for each type of military equipment.**

  This information is contained in the current inventory of military equipment (See Military Equipment List Attachment).

- **If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.**

  The Cypress Police Department has proposed purchasing eight replacement rifles in the fiscal year 2024-25 budget. These will replace current rifles. Additional ammunition and chemical agents which need to be replenished after being used in the field or in training environments will also be purchased. All items needing to be replenished or replaced are included in the Cypress Police Department Policy.

In compliance with the requirements of AB 481, the information provided in this staff report, which includes the Annual Report and the Military Equipment Policy, was updated and available on the Department's website starting last month. In addition, a community meeting was held on July 3 at 5:00 PM in the Police Department to answer any questions related to military equipment and policy.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed this report.

APPROVED BY: Peter Grant, City Manager

Attachments

2024 Military Equipment List
Ordinance No. 1194

City of Cypress, Government Code 7070 (c)

Equipment	Qty.	Unit cost (approx)	Total cost
Remington model 870 breaching shotgun	1	$850	$850
Colt model AR-15A3 (patrol rifle 16" barrel) .223 cal	34	$950	$32,300
Colt model HBAR Sporter (patrol rifle 16" barrel) .223 cal	1	$950	$950
Colt model SP1 (patrol rifle 16" barrel) .223 cal	1	$950	$950
Bushmaster model XM15-E25 (patrol rifle 16" barrel) .223 cal	1	$950	$950
Colt model match target Sporter (patrol rifle 16" barrel) .223 cal	1	$950	$950
Eagle Arms model M15-A2 (patrol rifle 16" barrel) .223 cal	1	$950	$950
Colt model CR6920 (patrol rifle 16" barrel) .223 cal	5	$950	$4,750
Colt model M4 (motor rifle 10" barrel) .223 cal	3	$1,550	$4,650
Remington model 870 less-lethal bean bag shotgun	14	$946	$13,244
Heckler & Koch model 416D (SWAT rifle) 5.56mm	10	$2,300	$23,000
DPMS Panther Arms model LR308 (SWAT rifle) .308 cal	2	$1,330	$2,660
Remington model 700 (SWAT rifle) .308 cal	1	$980	$980
Heckler & Koch model MP5 (SWAT rifle) .40cal	10	$1,978	$19,780
Heckler & Koch model MP5 (SWAT rifle) 9mm	3	$1,978	$5,934
LMT model 40mm launcher	1	$878	$878
SAGE model SL-6 37 mm launcher	1	$1,650	$1,650
Defense Technology model 37mm launcher	1	$859	$859
Winchester 5.56mm 55 grain FMJ training ammunition	18,000	$0.37	$6,660
Winchester .223 cal 55 grain FMJ training ammunition	33,000	$0.46	$15,147
Winchester .223 cal 69 grain JHP duty ammunition	8,800	$0.46	$4,039
Hornady .308 cal 168 grain JHP duty & training ammunition	1,000	$2	$1,790
Combined Tactical Systems model 7290 Flashbang	21	$52	$1,101
Defense Technology model 1069 Yellow Smoke grenade	2	$39	$78
Defense Technology 40mm CS powder Ferret ammunition	15	$26	$386

City of Cypress, Government Code 7070 (c)

Sage International 37mm impact baton	0	$24	$0
Sage International 37mm soft tip impact baton	0	$26	$0
Defense Technology Exact Impact 40mm sponge	5	$20	$100
Combined Tactical Systems model 2581 Super Sock 12 ga. bean bag	650	$8	$4,875
Regional assets			
Lenco Bearcat (SWAT vehicle)	1	Westminster PD	
LDV Specialty Vehicles (Mobile Command Post)	1	Tri-Cities	
LRAD Long Range Acoustical Device	1	Westminster PD	
Kinetic Breaching Tool (KBT) Model 3-1000	1	SBPD	
Transcend Vantage Patrol Robot	1	Westminster PD	
Unmanned aircraft system	3	SBPD	

ORDINANCE NO. 1194

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA APPROVING THE CYPRESS POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to use of military equipment by California law enforcement agencies;

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

WHEREAS, the Cypress Police Department is in possession of certain items of equipment that qualify under the broad definition of "military equipment" under AB 481;

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released and written military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment;

WHEREAS, the Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually;

WHEREAS, the City Council of the City of Cypress, having received the information required under AB 481 regarding the Cypress Police Department's use of "military equipment" as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Use Policy as set forth herein.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. City Council hereby approves and adopts the following:

Military Equipment Policy

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(2) This military equipment use policy attached hereto as Exhibit "A" ("Policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

(3) The equipment described in the Policy is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Policy, corrective action has been taken to remedy

nonconforming uses and ensure future compliance by way of the adoption of the Policy by this Ordinance.

(b) The Cypress Police Department has made the Policy available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue and described in the Policy.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Cypress Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this Ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

(g) The City Council approves the use of the Policy and finds that it satisfies the requirements of Government Code Section 7070(d).

SECTION 3. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Cypress forthwith upon its adoption.

SECTION 4. The Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Cypress.

SECTION 5. This ordinance shall become effective thirty (30) days following its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 9th day of May, 2022.

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 9th day of May, 2022, by the following roll call vote:

AYES:	5	COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None

CITY CLERK OF THE CITY OF CYPRESS

Policy
708

Cypress Police Department
Cypress Police Department Policy Manual

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – includes, but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the Cypress Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Support Services Division Lieutenant will act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Cypress Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

708.4.1 FIREARM - PATROL RIFLE

Description: Firearm designed and intended to be fired from the shoulder and designed to use the energy of the explosive in a fixed metallic cartridge, firing a single projectile through a rifled bore for every pull of the trigger.

Quantity: 47.

Capabilities: Fires a lethal projectile.

Expected Lifespan: 20+ years.

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Product Description:.223 caliber Patrol rifle manufactured by Colt, Bushmaster, or Eagle Arms.

Purpose and Authorized Use: May be deployed in any circumstance where personnel can articulate a reasonable expectation that the rifle may be needed (Policy 311.3.3).

Training Required: 16-hour POST approved course with qualification and additional training on safe use and deployment and device functionality. Must demonstrate proficiency with recertification twice per year.

Initial Cost: $48,000

Annual Cost: Approximately $2,400 for maintenance.

708.4.2 KINETIC ENERGY LAUNCHER
Description: Less-lethal weapon which uses a propellant cartridge to launch a kinetic energy impact projectile.

Quantity: 17

Capabilities: Fires a less-lethal kinetic energy projectile.

Expected Lifespan: 20+ years.

Product Description: 37 MM Defense Technology Single Launcher; LMT 40 MM Single Launcher; Sage SL-6 37 MM Multi-Role Launcher; Remington 870 Less-Lethal Shotgun

Purpose and Authorized Use: Less-lethal force option (Policy 307.9.1).

Training Required: Less-lethal weapons training from POST-approved instructor.

Initial Cost: $18,000

Annual Cost: Approximately $50 for maintenance of less-lethal shotgun; $150 annual maintenance for other launchers.

708.4.3 LIGHT SOUND DIVERSIONARY DEVICE (LSDD)
Description: Device used by SWAT members that produces loud noise and bright light intended to cause disorientation and distraction.

Quantity: 12

Capabilities: Distraction device used to minimize the risks to all parties by the temporary disorientation or distraction of potentially violent or dangerous suspects.

Expected Lifespan: 5 years.

Product Description: Combined Tactical Systems Flash-Bang Model #7290

Purpose and Authorized Use: To distract/disorient potentially violent or dangerous suspects.

Training Required: Diversionary device training from POST-approved instructor.

Initial Cost: $675

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Annual Cost: N/A

708.4.4 BREACHING SHOTGUN
Description: Pump-action 12-gauge firearm used by SWAT members to defeat locking mechanisms.

Quantity: 1

Capabilities: Traditional breaching method that provides for quick breaching of multiple locking mechanisms.

Expected Lifespan: 30 years.

Product Description: Remington 870 Tactical Shotgun

Purpose and Authorized Use: May be deployed in any circumstance where the SWAT member needs to breach a door quickly and safely.

Training Required: 40-Hour explosive breaching training with quarterly update training.

Initial Cost: $925

Annual Cost: N/A

708.4.5 FIREARM - SWAT RIFLE
Description: Firearm designed and intended to be fired from the shoulder and designed to use the energy of the explosive in a fixed metallic cartridge, firing one or more projectiles through a rifled bore for every pull of the trigger.

Quantity: 12.

Capabilities: Fires a lethal projectile.

Expected Lifespan: 20+ years.

Product Description: 5.56 MM or.308 caliber rifle manufactured by Heckler & Koch or DPMS.

Purpose and Authorized Use: May be deployed in any circumstance where personnel can articulate a reasonable expectation that the rifle may be needed.

Training Required: 16-hour POST approved course with qualification and additional training on safe use and deployment and device functionality. Must demonstrate proficiency with recertification bi-monthly.

Initial Cost: $27,650

Annual Cost: Approximately $600 for maintenance.

708.4.6 FIREARM - SWAT SUBMACHINE GUN
Description: Firearm designed and intended to be fired from the shoulder and designed to use the energy of the explosive in a fixed metallic cartridge, firing one or more projectiles through a rifled bore for every pull of the trigger.

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Quantity: 13

Capabilities: Fires a lethal projectile.

Expected Lifespan: 20+ years.

Product Description: 9 MM or.40 caliber submachine gun manufactured by Heckler & Koch. *Note: These firearms are not in current use but are in the Department's inventory.

Purpose and Authorized Use: May be deployed in any circumstance where personnel can articulate a reasonable expectation that the gun may be needed.

Training Required: Training from a department-authorized instructor.

Initial Cost: $27,700

Annual Cost: N/A

708.4.7 FIREARM - SWAT BOLT-ACTION RIFLE
Description: Firearm designed and intended to be fired from the shoulder and designed to use the energy of the explosive in a fixed metallic cartridge, firing one projectile through a rifled bore for every pull of the trigger.

Quantity: 1.

Capabilities: Fires a lethal projectile.

Expected Lifespan: 20+ years.

Product Description: 308 caliber bolt-action rifle manufactured by Remington.

Purpose and Authorized Use: May be deployed in any circumstance where personnel can articulate a reasonable expectation that the rifle may be needed.

Training Required: 40-hour precision long-rifle training with qualification and additional training on safe use and deployment and device functionality. Must demonstrate proficiency with recertification bi-monthly.

Initial Cost: $1,100

Annual Cost: Approximately $50 for maintenance.

708.5 SHARED MILITARY EQUIPMENT
The following constitutes a list of qualifying equipment for the Department that may be deployed in collaboration with other law enforcement agencies. These items' potential for use within the City of Cypress comes from the Cypress Police Department's participation in the West County Special Weapons and Tactics (SWAT) Team, a collaboration of law enforcement personnel from the Cypress, Fountain Valley, Los Alamitos, Seal Beach, and Westminster Police Departments or through joint use-agreement with the Los Alamitos and Seal Beach Police Departments:

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708.5.1 SWAT ARMORED RESCUE VEHICLE
Description: An armored rescue vehicle deployed during high-risk incidents, special events, and community outreach. *Note: This is a regional SWAT asset that is owned and maintained by the Westminster Police Department.

Quantity: 1.

Capabilities: Mobile armored vehicle to support high-risk deployments.

Expected Lifespan: 25 years.

Product Description: Ballistic Engineered Armored Rescue (BEARCAT) Vehicle, manufactured by Lenco.

Purpose and Authorized Use: To assist police personnel in enhancing public safety by transporting first responders and/or community members to/from high-risk situations. Provide a mobile platform to safely transport and deploy personnel.

Training Required: Formalized in-house driver operation and safety training.

Initial Cost: Refer to Westminster Police Department.

Annual Cost: N/A

708.5.2 MOBILE COMMAND VEHICLE
Description: A customized vehicle used to enhance communication and coordination during emergency incidents, special events, or community outreach. *Note: This is a shared asset that is owned by the Cypress Police Department.

Quantity: 1.

Capabilities: On-scene incident command and control functions may be performed from a mobile command vehicle.

Expected Lifespan: 20 years.

Product Description: Modified command vehicle based on a Freightliner M2 106 chassis.

Purpose and Authorized Use: A mobile command vehicle provides a strategic location for police personnel during emergency incidents, special events, or community outreach events. Use of this equipment is also appropriate for large-scale events that require advanced coordination of large numbers of police and other safety or first responder personnel.

Training Required: Class B driver's license and additional department provided vehicle-specific, driver and operational training.

Initial Cost: $450,000 *Note: This item was purchased in 2007 using federal grant funding.

Annual Cost: Approximately $1,000. *Note: The maintenance costs for this asset are distributed evenly between the cities of Cypress, Los Alamitos, and Seal Beach.

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708.5.3 SWAT KINETIC BREACHING TOOL
Description: A hand-held breaching tool engineered to deliver high-impact energy to defeat locking mechanisms. *Note: This is a regional SWAT asset that is owned and maintained by the Seal Beach Police Department.

Quantity: 1.

Capabilities: Provides for safer and faster breaching.

Expected Lifespan: 30 years.

Product Description: Powder activated kinetic energy force entry tool.

Purpose and Authorized Use: May be deployed in any circumstance where the member needs to breach a door quickly and safely.

Training Required: Training on safe use and deployment and device functionality.

Initial Cost: Refer to the Seal Beach Police Department.

Annual Cost: N/A

708.5.4 SWAT LONG RANGE ACOUSTICAL DEVICE
Description: A public address system that delivers live or recorded messages. *Note: This is a regional SWAT asset that is owned and maintained by the Westminster Police Department.

Quantity: 1.

Capabilities: Provides public address notifications

Expected Lifespan: 10 years.

Product Description: Self-powered communication system that delivers voice messages and alert tones.

Purpose and Authorized Use: May be deployed in any outdoor circumstances where the member needs to communicate information to the public.

Training Required: Training on safe use and deployment and device functionality.

Initial Cost: Refer to the Westminster Police Department.

Annual Cost: N/A

708.5.5 SWAT UNMANNED AIRCRAFT SYSTEMS (UAS)
Description: A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft, a component of a UAS, is defined by law as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. *Note: This is a regional SWAT asset that is owned and maintained by the Seal Beach Police Department.

Quantity: Refer to the Seal Beach Police Department.

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Capabilities: Sustained flight controlled by a remote pilot on the ground.

Expected Lifespan: Refer to the Seal Beach Police Department.

Product Description: Refer to the Seal Beach Police Department.

Purpose and Authorized Use: To assist SWAT personnel in enhancing public safety while protecting the rights and privacy of the general public.

Training Required: Refer to the Seal Beach Police Department. *Note: No Cypress Police Department personnel are trained to operate UAS.

Initial Cost: Refer to the Seal Beach Police Department.

Annual Cost: N/A

708.5.6 SWAT REMOTE CONTROL ROBOT
Description: A remotely controlled ground vehicle that moves on tracks, manufactured by Transcend. *Note: This is a regional SWAT asset that is owned and maintained by the Westminster Police Department.

Quantity: Refer to the Westminster Police Department.

Capabilities: Provides ability for SWAT members to view scenes, deliver items, open doors, and visually clear buildings.

Expected Lifespan: Refer to the Westminster Police Department.

Product Description: Refer to the Westminster Police Department.

Purpose and Authorized Use: May be deployed in any circumstances where the SWAT Commander determines remote viewing of a location or item delivery is appropriate and lawful.

Training Required: Refer to the Westminster Police Department. *Note: No Cypress Police Department personnel are trained to operate this robot.

Initial Cost: Refer to the Westminster Police Department.

Annual Cost: N/A

708.6 APPROVAL
The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

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(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

708.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

708.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

708.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Alicia Velasco, Planning Director

DATE: 07/08/2024

SUBJECT: **Adopt Resolutions to Implement the 2021-2029 Housing Element, Certify the Housing Element Implementation Program Environmental Impact Report, and Hold a General Municipal Election on November 5, 2024**

RECOMMENDATION

1. Adopt a Resolution certifying the Housing Element Implementation Program Environmental Impact Report, approving the Findings of Fact, Statement of Overriding Consideration, and the Mitigation Monitoring and Reporting Program.

2. Adopt a Resolution ordering the submission to the qualified voters of a measure to consider approval of an Ordinance repealing the Cypress Town Center and Commons Specific Plan 2.0 and adopting the Cypress Town Center Commons Specific Plan 3.0; authorizing the Mayor to submit an argument in favor of the measure, setting priorities for filing a written argument regarding the measure; and directing the City Attorney to prepare an impartial analysis, and providing for the filing of any rebuttal argument.

3. Adopt a Resolution requesting the Board of Supervisors of the County of Orange consolidate a General Municipal Election with the Statewide General Election on November 5, 2024, for the purpose of submitting a Measure to the voters pursuant to Elections Code Section 10403.

SUMMARY

The State's Regional Housing Needs Assessment (RHNA) mandated that the City facilitate the addition of 3,936 housing units in Cypress over eight years through its Housing Element. The City Council approved, and the State certified, a Housing Element that generally allocates Cypress' RHNA between the Lincoln Avenue Specific Plan (LASP) and the Cypress Town Center and Commons Specific Plan 2.0 (CTCC). Amendments to the CTCC must be ratified by the voters. If the ballot measure ratifying the amendments is not approved, the State requires the City to reassign the units intended for CTCC to the LASP and the southeast corner of Orange Avenue and Grindlay Street. The State also requires additional units as a buffer under these circumstances because the LASP is a less viable housing development location compared to the CTCC.

DISCUSSION

The State mandated that the City facilitate the addition of 3,936 housing units in Cypress over eight years through the RHNA process. Because the City assigned a significant number of housing units to the LASP, the State required the City to plan for an additional 323 units as a buffer. The State required the increase because it considers infill development in the LASP less likely to achieve the State-required density due to constraints including disparate ownership, existing uses, and irregular parcel shape and size. Conversely, the Los Alamitos Race Course/CTCC is more likely to redevelop and produce new housing units. With the required buffer, the Housing Element plans for 4,259 housing units.

After accounting for housing units already permitted/under construction, the City had to determine where to allocate the remaining 2,640 State-required housing units. At the conclusion of an exhaustive, three-year long Housing Element update, the City Council allocated 1,643 housing units (62%) in the Lincoln Avenue Specific Plan (including State-required buffer housing units), 676 housing units (26%) in the Cypress Town Center and Commons 2.0 Specific Plan, and 321 housing units (12%) northeast of the intersection of Katella Avenue and Siboney Street.

The Housing Element includes this allocation because it:

- Balances development throughout the community
- Reduces the likelihood existing businesses and small business owners will be displaced by housing in the LASP
- Takes advantage of the redevelopment opportunity at Los Alamitos Race Course/CTCC, which offers the community the unencumbered ability to provide infrastructure and amenities to support new residents. Conversely, Cypress does not have a reasonable way to provide similar infrastructure and amenities in/around the LASP
- Avoids many of the very high density (60 housing units to the acre) sites required in the LASP to meet State mandates
- Minimizes State-mandated increases to the initial 3,936 housing unit RHNA when planning housing units where the State determines housing redevelopment difficult

A table detailing the City's RHNA allocation is attached.

Amending the CTCC is a two-step process: first, the City Council must approve submitting the amendments to the CTCC to the voters, and second, those amendments must be ratified by the voters.

The recommended amendments to the CTCC are a one-time action. Should the City Council approve additional future amendments to the CTCC, the voter ratification requirement still applies.

The amendments to the CTCC:

- Increase the housing units allowed from 1,250 to 1,926 (135 of these homes have been built as Belmont by Melia Homes)
- Expand medium density residential and town center uses
- Create a new medium density residential district permitting up to 15 housing units per acre

- Set the Town Center and Mixed-Use District density at a maximum of 30 housing units per acre and permit mixed-use development
- Incorporate minor development standards revisions
- Exempt residential development that meets affordability requirements from Site Plan Review (required by State law)

A redline version of the CTCC Specific Plan is attached.

Minor General Plan amendments are also necessary to ensure consistency between the CTCC and the General Plan (for example, removing references to the eliminated Town Center/SFR district). If voters ratify the CTCC amendments, the City Council must consider the General Plan amendments in the next several months.

Public outreach and education efforts

Since 2021, the City has engaged in a comprehensive Housing Element public education and outreach program. The City Council has considered the Housing Element (or matters related to it) approximately 15 times, including three public workshops on RHNA/Housing Element sites selection.

Following the City Council's approval of the Housing Element, the City increased its outreach and educational efforts in anticipation of the community's need to ratify amendments to the CTCC. This included making more information available on the website, two city-wide mailers, publishing an article in The Progress, hosting community and stakeholder meetings, conducting a six-week digital advertising campaign on Google and social media, and noticing of this public hearing city-wide.

Environmental Review – Program Environmental Impact Report

The Housing Element Implementation Program Environmental Impact Report (PEIR) analyzes the impact of implementing the Housing Element sites inventory, including housing in the CTCC, the LASP, and the Cypress Business and Professional Center Specific Plan.

The PEIR also considers the impacts of not amending the CTCC and allocating an additional 766 housing units in the LASP and at Orange/Grindlay. It analyzes potential impacts and requires mitigation measures to reduce the impacts to less than significant.

The PEIR identifies one significant unavoidable impact on air quality, noting long-term operational emissions, potential conflicts with air quality plans, and exposure risks to sensitive receptors. Despite mitigation efforts, emissions cannot be quantified until the recommended zoning results in home building projects. As a result, those impacts are classified as significant and unavoidable.

If the amendments to the CTCC are not approved, the State requires 90 additional housing units be allocated to the LASP and at Orange/Grindlay, slightly increasing environmental impacts in all categories. Accordingly, the PEIR finds the recommended amendments to the CTCC as the environmentally superior alternative.

It is recommended that the City Council certify the 2021-2029 Housing Element Implementation Environmental Impact Report.

Traffic Impacts

The PEIR assesses traffic conditions using a measure called Level of Service (LOS). LOS

evaluates the quality of traffic flow at intersections, rating them from Free Flow (A) to Congested (F). The City's General Plan Circulation Element deems intersections at which drivers can typically make it through within one signal phase (LOS D) sufficient.

As detailed in the attached table, the PEIR compared 26 intersections for existing traffic conditions (*Column I - Existing*); projected 2045 conditions without the RHNA sites (*Column II - Without Project*); projected 2045 traffic with the Housing Element implementation sites (*Column III - Sites Inventory*); and with the alternative Lincoln Avenue sites inventory (*Column IV - LASP Alternative*). The PEIR compares to traffic in 2045, because that is the year the County of Orange projects county-wide housing build-out and because it aligns with the Regional Transportation Plan.

Most intersections currently operate at LOS A or B during both AM and PM peaks. By 2045, several intersections (Moody/Lincoln and Valley View/Lincoln) are projected to operate at LOS C or D without the project (*Column II*). Both the Sites Inventory and LASP Alternative scenarios largely mirror these future conditions (*Columns III and IV*). The analysis concludes that while some intersections project at a lower LOS, the changes are consistent across the different scenarios.

The State also required an assessment of transportation-related impacts using a standard known as Vehicle Miles Traveled (VMT). VMT measures the amount and distance of automobile travel attributable to a project/within an area. The VMT analysis found that neither the Sites Inventory nor the LASP Alternative are anticipated to exceed the County of Orange's transportation impact thresholds.

In short, using either traffic measurement metric (LOS or VMT), the project's transportation impact is less than significant.

Recommendation

1. Adopt the Resolution certifying the Housing Element Implementation Program Environmental Impact Report, approving the Findings of Fact, Statement of Overriding Consideration, and the Mitigation Monitoring and Reporting Program.

2. Adopt the Resolution ordering the submission to the qualified voters of a measure to consider approval of an Ordinance repealing the Cypress Town Center and Commons Specific Plan 2.0 and adopting the Cypress Town Center Commons Specific Plan 3.0; authorizing the Mayor to submit an argument in favor of the measure, setting priorities for filing a written argument regarding the measure and directing the City Attorney to prepare an impartial analysis, and providing for the filing of any rebuttal argument.

3. Adopt a Resolution requesting the Board of Supervisors of the County of Orange consolidate a General Municipal Election with the Statewide General Election on November 5, 2024, for the purpose of submitting a Measure to the voters pursuant to Elections Code Section 10403.

Alternative

When the City Council adopted the Housing Element in June 2022, it considered, but did not select, an alternative RHNA sites selection and inventory. Because the Housing Element requires voter approval, the State required the City to submit the alternative sites inventory for State approval, and it must be implemented if voters do not approve the CTCC zoning amendments that implement the Housing Element.

Should the City Council decide not to approve the amendments to the CTCC required to implement the Housing Element, the City must immediately begin implementing the alternative sites inventory.

In addition to the shortcomings identified in this report when compared to the Housing Element sites inventory, the alternative will likely result in Cypress receiving a significantly higher housing allocation from the State in the next RHNA cycle (which begins in 2026) and may advance support for legislation and/other mandates that erode voters' voice in the future of Los Alamitos Race Course/CTCC.

BUDGET IMPACT

Sufficient funds are included in the FY 2024-2025 Budget to place the measure on the ballot.

LEGAL REVIEW

The resolutions were approved as to form and content by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

RHNA Unit Allocation
Traffic Level of Service Comparison
Resolution Placing Ordinance on the Ballot
Resolution Consolidating with Orange County
Resolution Certifying the Environmental Impact Report
Environmental Impact Report
Redline CTCC Specific Plan
Full Traffic Assessment
Submitted Public Comments
Presentation Slides

	Unit Allocation Plan	
	With Approved Ballot Measure	**Without Approved Ballot Measure**
Required Units		
RHNA	3,936	3,936
State-required buffer	323	413
Total	4,259	4,349
Unit Allocation		
Already Entitled Units	504	504
CTCC: Existing Unentitled Zoning	1,115	1,115
CTCC: Additional Units	676	-
LASP	1,643	2,379
Other Sites	321[1]	351[2]
Total	4,259	4,349

1. *Includes one site at the NE corner of Katella and Siboney.*
2. *Includes two sites: NE corner of Katella and Siboney (321 units) and SE corner of Orange and Grindlay (30 units).*

TRAFFIC LEVEL OF SERVICE COMPARISON

Intersection	I Existing		II 2045 Without Project		III Sites Inventory		IV LASP Alternative	
	LOS AM	LOS PM	LOS AM	LOS PM	LOS AM	LOS PM	LOS AM	LOS PM
Bloomfield St/Lincoln Ave	A	A	B	A	B	A	B	A
Lexington Dr-Denni St/Lincoln Ave	A	A	C	B	C	B	C	B
Moody St/Lincoln Ave	B	A	D	D	D	D	D	D
Walker St/Lincoln Ave	A	A	C	C	D	D	D	D
Valley View St/Lincoln Ave	A	A	C	C	C	C	D	C
Bloomfield St/Cerritos Ave	B	A	C	B	C	B	C	A
Lexington Dr-Denni St/Cerritos Ave	A	A	A	A	A	A	A	A
Moody St/Cerritos Ave	A	A	A	A	A	A	A	A
Walker St/Cerritos Ave	A	A	A	A	A	A	A	A
Valley View St/Cerritos Ave	B	B	C	C	C	C	C	C
Lexington Drive/Katella Ave	A	A	A	B	A	B	A	B
Siboney St-LARC/Katella Ave	A	A	A	A	A	A	A	A
Walker St/Katella Ave	A	A	A	B	A	B	A	B
Valley View St/Katella Ave	A	B	C	C	C	C	C	C
Holder St/Katella Ave	A	A	A	C	B	B	A	C
Knott Ave/Katella Ave	A	B	B	D	B	D	B	D

Exhibit “A”

[Ordinance No. _____ to be attached from Agenda Item No. ____]

RESOLUTION NUMBER 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF CYPRESS OF A MEASURE TO CONSIDER APPROVAL OF AN ORDINANCE TO REPEAL THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0 AND ADOPT THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 3.0 TO MEET THE CITY OF CYPRESS'S REGIONAL HOUSING NEEDS ALLOCATION AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AS CALLED BY RESOLUTION NO. 6974

WHEREAS, pursuant to Resolution No. 6974, the City Council of the City of Cypress (City) called and gave notice of the holding of a General Municipal Election, to be held on November 5, 2024, for the purpose of electing Municipal Officers;

WHEREAS, by this Resolution, the City Council also desires to submit to the voters at said election a question authorizing the repeal of the Cypress Town Center and Commons Specific Plan 2.0 ("CTCC") and adopt the Cypress Town Center and Commons Specific Plan 3.0 ("Amended CTCC") in compliance with Measure A, as described below;

WHEREAS, California State Housing Element Law (California Government Code Article 10.6 and Section 65588) establishes the requirements for the Housing Element and requires each local government in the State to adopt a Housing Element and review and revise it no less than once every eight years;

WHEREAS, the 6th Cycle Housing Element for the 2021-2029 planning period must accommodate the City's allocated share of the State's Regional Housing Needs Assessment (RHNA), the methodology for determining future housing need, by income category, within the State and is based on growth in population, households, and employment;

WHEREAS, on June 27, 2022, the City Council of the City approved the 2021-2029 Housing Element, which includes a State-mandated sites inventory that assigns zoning to facilitate the addition of 3,936 housing units, plus required buffer units in the City of Cypress over the next eight years pursuant to the City's RHNA obligation, which City Council-approved Housing Element allocates Cypress' RHNA between the Lincoln Avenue Specific Plan and the CTCC;

WHEREAS, specifically, the City Council-approved Housing Element proposes to amend the CTCC to add 676 additional housing units at the south end of Los Alamitos Race Course instead of adding 766 housing units in Lincoln Avenue Specific Plan and at Orange Avenue and Grindlay Street via the Amended CTCC;

WHEREAS, the Housing Element works in tandem with development policies contained in the Land Use Element of the City's General Plan, which Land Use Element establishes the location, type, intensity, and distribution of land uses throughout the City, and defines the land use build-out potential;

WHEREAS, on June 5, 2018, the voters of the City of Cypress approved an initiative titled "Measure A", known as the "Cypress Town Center and Commons 2.0 Initiative" establishing the CTCC and amending the Cypress General Plan, the Cypress Zoning Ordinance and Zoning Map and the Amended and Restated Cypress Business & Professional Center Specific Plan;

WHEREAS, Measure A requires voter approval of any amendment of the CTCC, the Zoning Map or the Zoning Ordinance of the City of Cypress that would permit any land use other than those permitted in Measure A and any related amendment of the General Plan;

WHEREAS**,** the City wishes to pursue an election in compliance with Measure A to seek approval of the Amended CTCC and the City Council of the City is authorized and directed by statute to submit to the voters the ballot measure to secure approval of the Amended CTCC in compliance with Measure A, and the City Council therefore wishes to have the voters consider the same at the General Municipal Election to be held on November 5, 2024;

WHEREAS, concurrently with the approval of this Resolution and in accordance with the provisions of the California Environmental Quality Act ("CEQA"), the City Council approved Resolution No. _____ certifying the Housing Element Implementation Program Environmental Impact Report, approving the Findings of Fact, the Mitigation Monitoring and Reporting Program and adopting a Statement of Overriding Considerations (collectively, "EIR"); and

WHEREAS, Section 9222 of the California Elections Code authorizes the City Council of the City of Cypress to submit to the voters of the City of Cypress, without a petition therefor, a proposition to enact any ordinance to be voted upon at any succeeding regular or special election, and if the proposition submitted receives a majority of the votes cast on it at the election, the ordinance shall be enacted accordingly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the City Council of the City of Cypress, pursuant to its right and authority, hereby orders submitted to the voters at a General Municipal Election to be held on Tuesday, November 5, 2024, the following question:

To address the rising cost of living and high cost of housing (without raising taxes); retain/attract small businesses; maintain local control ; meet state housing requirements; provide for housing needs of workers, seniors, and middle-class families, shall the City of Cypress measure to approve an ordinance amending the Cypress Town Center and Commons Specific Plan to allow for 676 additional housing units at the Los Alamitos Race Course instead of adding 766 housing units elsewhere in Cypress, be adopted?	YES
	NO

Section 2. The Ordinance submitted to the voters for enactment is attached hereto and incorporated herewith, which would authorize the City Council to change the General Plan, Cypress Zoning Ordinance and Zoning Map for the land as described in the ordinance. The City Clerk shall print the ordinance to be submitted to the voters of the City of Cypress and shall make a copy thereof available to any voter upon request. The City Clerk is hereby authorized and directed to make any changes to the text of the attached Ordinance and this Resolution (including, but not limited to, the question to be submitted to the City's voters as provided in Section 3) as required to conform to any requirements of law.

Section 3. The City Council has considered all public comments received in writing or made at the hearings regarding this matter and posted notice in compliance with applicable law. The provisions of CEQA have been complied with, and, pursuant to its Resolution No. _____, the City Council has certified the EIR, which is incorporated herein by this reference.

Section 4. The vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

Section 5. The City's City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the General Municipal Election.

Section 6. The ballots to be used at the General Municipal Election shall be in form and content as required by law.

Section 7. The City Clerk is hereby directed to file a certified copy of this Resolution, together with the attached Ordinance, with the Board of Supervisors and with the Elections Official of the County of Orange.

Section 8. Pursuant to Sections 9280 through 9287 of the California Elections Code, arguments for or against the measure and rebuttal arguments shall be submitted and selected as follows:

a. Pursuant to California Elections Code Section 9282, the Mayor is authorized to prepare and file a written argument in favor of the proposed measure, including the names of any persons or organizations supporting the proposed measure, consistent with the requirements of the Elections Code, not to exceed three hundred (300) words, on behalf of the City Council. In the event that an argument is filed against the measure, the Mayor is authorized to prepare a rebuttal argument on behalf of the City Council, which may also be signed by members of the City Council or bona fide associations or by individual voters who are eligible to vote on the measure.

b. The last day for submission of primary arguments for or against the measure shall be 14 days from the calling of this election, which is July 22, 2024, by 5:30 p.m. pursuant to Election Code Section 9286 and shall be accompanied by Statement Form 9600 pursuant to Elections Code Section 9600. All primary arguments may be changed or withdrawn until and including the last day for submission of primary arguments, after which time no arguments for or against the aforementioned measure may be submitted to the City Clerk.

c. Primary arguments (1) shall not exceed three hundred (300) words; (2) shall be filed with the City Clerk; and (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument.

d. In the event that more than one argument for or against the measure is timely submitted, the City Clerk shall give preference and priority in the order set forth at California Elections Code Section 9287.

e. Pursuant to California Elections Code Section 9285, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the primary arguments. Each rebuttal argument shall immediately follow the primary argument that it seeks to rebut.

f. The last day for submission of rebuttal arguments for or against the measure shall be 10 days after the final date for submission of primary arguments for or against the measure, which is August 1, 2024, by 5:30 p.m. pursuant to Election Code Section 9285 and shall be accompanied by Statement Form 9600 pursuant to Elections Code Section 9600.

g. Rebuttal arguments shall not exceed two hundred fifty (250) words and shall be signed by not more than five persons. The author or a majority of the authors of a primary argument relating to the aforementioned measure may prepare and submit a rebuttal argument. A rebuttal argument may not be signed by more than five (5) authors.

Section 9. The City Council hereby directs the City Clerk to transmit a copy of the aforementioned measure to the City Attorney. In accordance with California Elections Code Section 9280, the City Attorney is hereby directed to prepare an impartial analysis of the measure,

not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the elections official's office at (insert telephone number) and a copy will be mailed at no cost to you." The impartial analysis shall be filed with the City Clerk by July 22, 2024, at 5:30 p.m. for the submission of the impartial analysis in the voter's pamphlet materials.

Section 10. The City Clerk shall cause the City Attorney's Impartial Analysis, and duly selected arguments, to be printed and distributed to voters in accordance with State law regarding same.

Section 11. The City Clerk is directed to transmit this Resolution to the City Attorney. The City Attorney is hereby directed to prepare a synopsis of the Ordinance that shall be published in lieu of the proposed Ordinance with the Notice of Election as provided by section 36933 of the Government Code and section 12111 of the Elections Code.

Section 12. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 13. The Ordinance is attached as Exhibit A and is made a part hereof.

Section 14. That this Resolution is effective on the day of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress, California, at a regular meeting held on the 8th day of July, 2024.

_____
Scott Minikus, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE PEOPLE OF THE CITY OF CYPRESS, CALIFORNIA, TO REPEAL THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0 AND ADOPT THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 3.0 TO MEET THE CITY OF CYPRESS'S REGIONAL HOUSING NEEDS ALLOCATION

WHEREAS, by Resolution No. ____, the City Council ("City Council") of the City of Cypress ("City") approved submission to the voters at the General Municipal Election scheduled for November 5, 2024, a question authorizing the repeal of the Cypress Town Center and Commons Specific Plan 2.0 ("CTCC") and adopt the Cypress Town Center and Commons Specific Plan 3.0 ("Amended CTCC") in compliance with Measure A, as described below;

WHEREAS, California State Housing Element Law (California Government Code Article 10.6 and Section 65588) establishes the requirements for the Housing Element and requires each local government in the State to adopt a Housing Element and review and revise it no less than once every eight years;

WHEREAS, the 6th Cycle Housing Element for the 2021-2029 planning period must accommodate the City's allocated share of the State's Regional Housing Needs Assessment ("RHNA"), the methodology for determining future housing need, by income category, within the State and is based on growth in population, households, and employment;

WHEREAS, on June 27, 2022, the City Council of the City approved the 2021-2029 Housing Element, which includes a State-mandated sites inventory that assigns zoning to facilitate the addition of 3,936 housing units in the City of Cypress over the next 8 years pursuant to the City's RHNA obligation, which City Council-approved Housing Element allocates Cypress' RHNA between the Lincoln Avenue Specific Plan and the CTCC;

WHEREAS, specifically, the City Council-approved Housing Element proposes to amend the CTCC to add 676 additional housing units at the south end of Los Alamitos Race Course instead of adding 736 housing units on Lincoln Avenue via the Amended CTCC;

WHEREAS, the Housing Element works in tandem with development policies contained in the Land Use Element of the City's General Plan, which Land Use Element establishes the location, type, intensity, and distribution of land uses throughout the City, and defines the land use build-out potential;

WHEREAS, on June 5, 2018, the voters of the City of Cypress approved an initiative titled "Measure A", known as the "Cypress Town Center and Commons 2.0 Initiative" establishing the CTCC and amending the Cypress General Plan, the Cypress Zoning Ordinance and Zoning Map and the Amended and Restated Cypress Business & Professional Center Specific Plan;

WHEREAS, Measure A requires voter approval of any amendment of the CTCC, the Zoning Map or the Zoning Ordinance of the City of Cypress that would permit any land use other than those permitted in Measure A and any related amendment of the General Plan;

WHEREAS**,** the City Council is authorized and directed by statute to submit to the voters the ballot measure to secure repeal of the CTCC approval of the Amended CTCC attached hereto as Exhibit "A" (available at the Cypress Planning/Community Development Department and at: https://www.cypressca.org/departments/community-development/housing-element-implementation-ballot-measure) in compliance with Measure A, which the City Council directed for the voters to consider the same at the General Municipal Election to be held on November 5, 2024;

WHEREAS, in accordance with the provisions of the California Environmental Quality Act ("CEQA"), the City Council approved Resolution No. _____ certifying the Housing Element Implementation Program Environmental Impact Report, approving the Findings of Fact, the Mitigation Monitoring and Reporting Program and adopting a Statement of Overriding Considerations; and

WHEREAS, Section 9222 of the California Elections Code authorizes the City Council of the City of Cypress to submit to the voters of the City of Cypress, without a petition therefor, a proposition to enact any ordinance to be voted upon at any succeeding regular or special election, and if the proposition submitted receives a majority of the votes cast on it at the election, the ordinance shall be enacted accordingly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Pursuant to the laws of the State of California relating to elections, the City Council called and ordered to be held a General Municipal Election in the City of Cypress, California, on Tuesday, November 5, 2024, for the purpose of submitting to the City's qualified voters this Ordinance the repeal of the Cypress Town Center and Commons Specific Plan 2.0 ("CTCC") and adoption of the Cypress Town Center and Commons Specific Plan 3.0 ("Amended CTCC").

Section 2. The provisions of the California Environmental Quality Act ("CEQA") have been complied with, and, pursuant to its Resolution No. _____, the City Council has certified an Environmental Impact Report (SCH# 2023040560) analyzing the environmental impacts associated with update to the City's General Plan, Lincoln Avenue Specific Plan, the Cypress Town Center and Commons Specific Plan 2.0, the 2012 Cypress Business and Professional Center Specific Plan, and the Zoning Ordinance, approved the Findings of Fact and the Mitigation Monitoring and Reporting Program and adopted a Statement of Overriding Considerations.

Section 3. If a majority of the voters of the City of Cypress voting at the General Municipal Election on Tuesday, November 5, 2024, vote in favor of this Ordinance, then this Ordinance repealing the CTCC and adopting the Amended CTCC attached hereto as Exhibit "A" (available at the Cypress Planning/Community Development Department and at: https://www.cypressca.org/departments/community-development/housing-element-implementation-ballot-measure) shall become a valid and binding ordinance of the City of Cypress, and shall be considered as adopted upon the date that the vote is declared by the City Council of

the City of Cypress, and this Ordinance shall go into effect ten (10) days after that date, pursuant to Elections Code Section 9217.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance. The People of the City of Cypress declare that they would have enacted this Ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of any determination of invalidity.

Section 5. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published or posted pursuant to law.

APPROVED BY THE VOTERS OF THE CITY OF CYPRESS AT THE ELECTION HELD ON NOVEMBER 5, 2024.

_____
Scott Minikus, Mayor

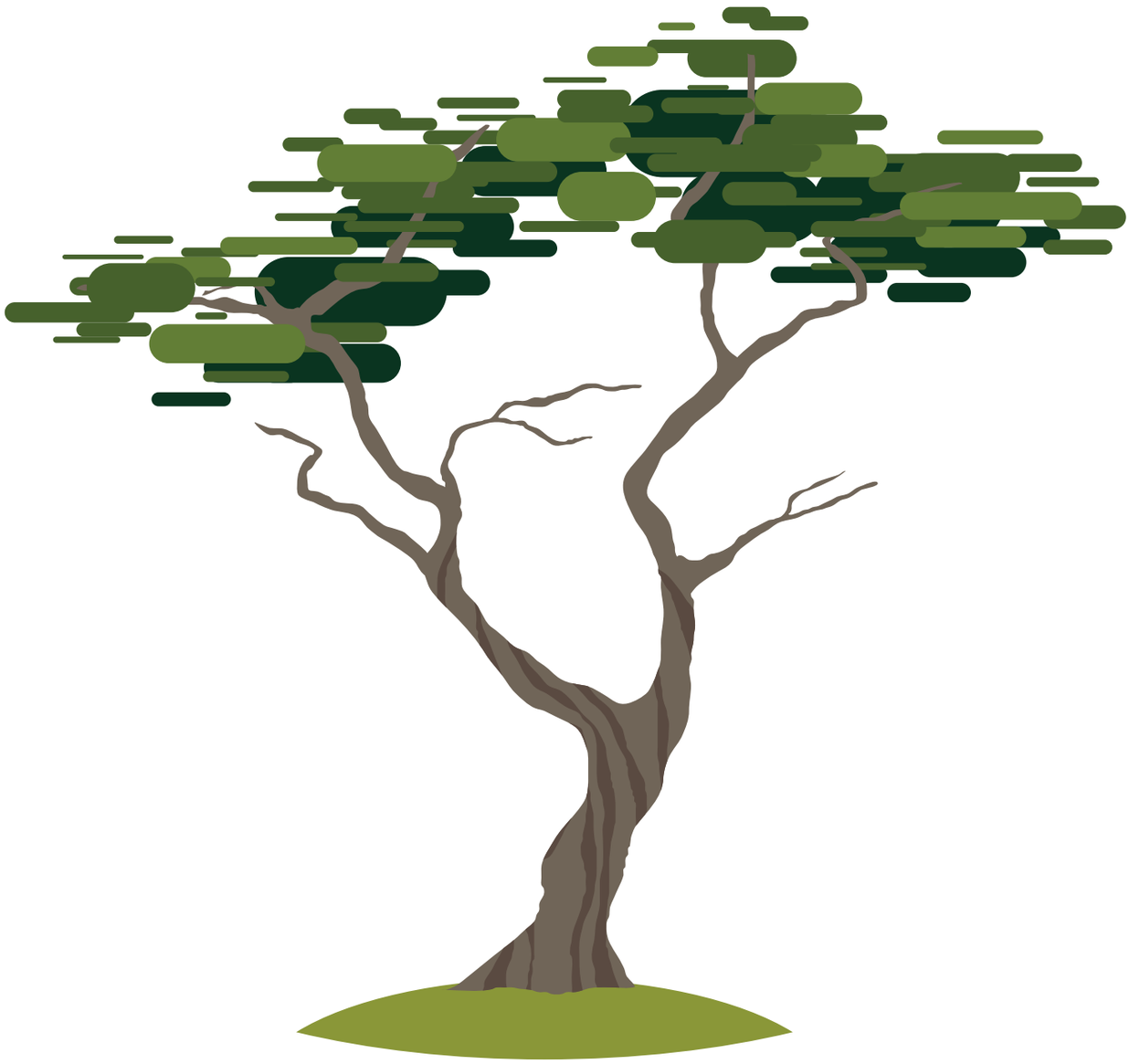
ATTEST:

_____
Alisha Farnell, City Clerk

EXHIBIT “A”

Cypress Town Center and Commons Specific Plan 3.0

[see attached]



CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 3.0

July 2024

1 INTRODUCTION **1-1**
1.1 Overview and Vision 1-1
1.2 Location and Surrounding Environment 1-6
2 DEVELOPMENT PLAN **2-1**
2.1 Land Use Plan and Districts 2-1
2.2 Circulation Plan 2-7
2.3 Water Plan 2-10
2.4 Wastewater Plan 2-10
2.5 Drainage Plan 2-11
2.7 Solid Waste 2-14
2.8 Natural Gas and Electricity 2-14
3 DEVELOPMENT STANDARDS **3-1**
3.1 Purpose and Intent 3-1
3.2 Residential District Development Standards 3-1
3.3 Mixed-Use (Town Center/HDR) District Development Standards 3-7
3.4 Senior Housing/Medium-Density Residential District Development Standards 3-11
3.5 Mixed-Use (Town Center/MDR) District Development Standards 3-16
3.6 Medium-Density Residential District Development Standards 3-18
3.7 Public Park District Development Standards 3-19
3.8 Public Park Overlay 3-20
3.9 Tree Replacement 3-21
3.10 Building Height Notification/Restriction 3-21
4 SUSTAINABLE GUIDELINES **4-1**
4.1 Introduction 4-1
4.2 Storm Water Management 4-1
4.3 Landscaping 4-1
4.4 Building Materials 4-1
4.5 Indoor Air Quality 4-1
4.6 Lighting 4-2
4.7 Building Envelope 4-2
4.8 Water Conservation 4-2
4.9 Energy Conservation 4-2
4.10 Heating, Ventilation and Air Conditioning 4-2
5 IMPLEMENTATION **5-1**
5.1 Authority and Scope 5-1
5.2 Purpose of the Specific Plan 5-1
5.3 Relationship of this Specific Plan to the Existing Specific Plan 5-1
5.4 Relationship of the Specific Plan to the General Plan 5-1
5.5 California Environmental Quality Act Compliance 5-2
5.6 Amendments and Adjustments 5-2
5.7 Administration 5-4
5.8 Site Plan Review 5-4
5.9 Severability 5-6
5.10 Phasing 5-6
5.11 Financing 5-7
6 GENERAL PLAN CONFORMANCE ANALYSIS **6-1**
6.1 Relationship of Specific Plan to General Plan 6-1
6.2 General Plan Conformance Analysis 6-1

1 INTRODUCTION

Figure 1- 1: Regional Map 1-2
Figure 1- 2: Vicinity Map 1-3

2 DEVELOPMENT PLAN

Figure 2- 1: Land Use Plan 2-3
Figure 2- 2: Residential Subdistricts 2-6
Figure 2- 3: Backbone Circulation 2-8
Figure 2- 4: Water Plan 2-12
Figure 2- 5: Wastewater Plan 2-13

3 DEVELOPMENT STANDARDS

(No Figures)

4 SUSTAINABLE GUIDELINES

(No Figures)

5 IMPLEMENTATION

Figure 5- 1: Conceptual Phasing Plan 8

6 GENERAL PLAN CONFORMANCE ANALYSIS

(No Figures)

1 INTRODUCTION

(No Tables)

2 DEVELOPMENT PLAN

Table 2- 1: Land Use Plan Summary Table 2

3 DEVELOPMENT STANDARDS

Table 3- 1: Residential Development Standards 4

4 SUSTAINABLE GUIDELINES

(No Tables)

5 IMPLEMENTATION

(No Tables)

6 GENERAL PLAN CONFORMANCE ANALYSIS

(No Tables)

1 INTRODUCTION

1.1 Overview and Vision

The Cypress Town Center and Commons Specific Plan 2.0 (Specific Plan) establishes a comprehensive master plan and regulatory framework for the use and development of approximately 151.4 acres of land in the City of Cypress (City), California (Specific Plan Area). The Specific Plan Area is generally bounded by Cerritos Avenue to the north, Katella Avenue to the south, and Lexington Drive to the west, as depicted in Figures 1-1, Regional Map, and 1-2, Vicinity Map.

This Specific Plan divides the Specific Plan Area into six land use districts that will govern the design and development of a mixed-use, sustainable community. One of the primary features of the plan is two town center/mixed-use districts, which are intended to be the City's "main street" and a gathering place for the community, and will include a vibrant mix of entertainment, retail, restaurant, commercial and residential uses. The creation of the town center will enable future residents to live within walking distance of stores, restaurants, and recreational areas, while visitors will be able to walk and shop along the concourses and enjoy an assortment of public plazas. The two districts are located in the eastern and southern portions of the Specific Plan Area. The mixed-use (town center/HDR) district permits higher-density residential use, while the mixed-use (town center/MDR) district permits medium-density residential use, as well as age-restricted housing (with a qualified occupant of 55 or older).

Another critical component of this Specific Plan is 20 acres of public park space that will be spread throughout the Specific Plan Area. Two public parks, one 10.2 acres and the other 8 acres, will be located within the public park district, adjacent to Cerritos Avenue. An additional two acres of public park space will be provided within the mixed-use (town center/HDR) district and/or one of the other districts and may be integrated with one or both of the other public parks or be a separate public park. This brings the total amount of public park space to a minimum of 20 acres, which will provide substantial recreational opportunities for both existing and future residents of Cypress. These public parks will provide ample space for recreation and gatherings and could potentially include some combination of playing fields, sports courts, walking trails, picnic areas and restroom facilities.

The residential district is intended to accommodate a variety of residential opportunities and lifestyles. Residential units adjacent to Cerritos Avenue will generally match the densities of the existing neighborhood north of Cerritos Avenue. Further south, smaller-lot, single-family homes are permitted, as well as single-family attached units, including townhomes and condominiums. Trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the public parks and town center.

The senior housing/medium-density residential district allows age-restricted housing (with a qualified occupant of 55 or older), as well as multi-family housing, at a variety of densities. This district provides an opportunity to extend the senior housing use that was developed as part of the nearby Barton Place project (now known as Ovation at Flora Park).

This Specific Plan provides a regulatory framework that ensures the ultimate development of each land use district that is consistent with the overall vision of the Specific Plan.

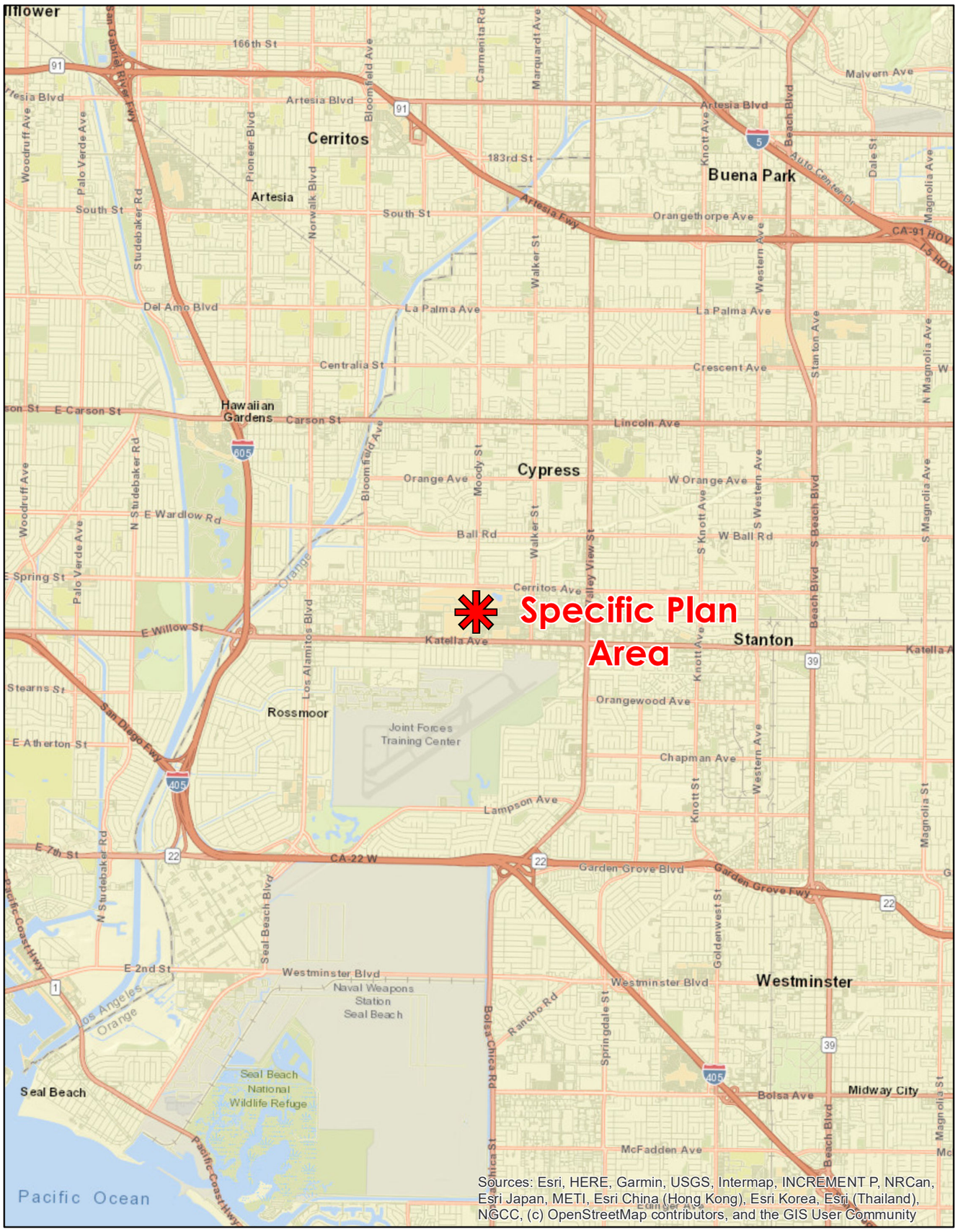


Figure 1-1

Regional Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

0 3000 6000

FORMA

May 2024

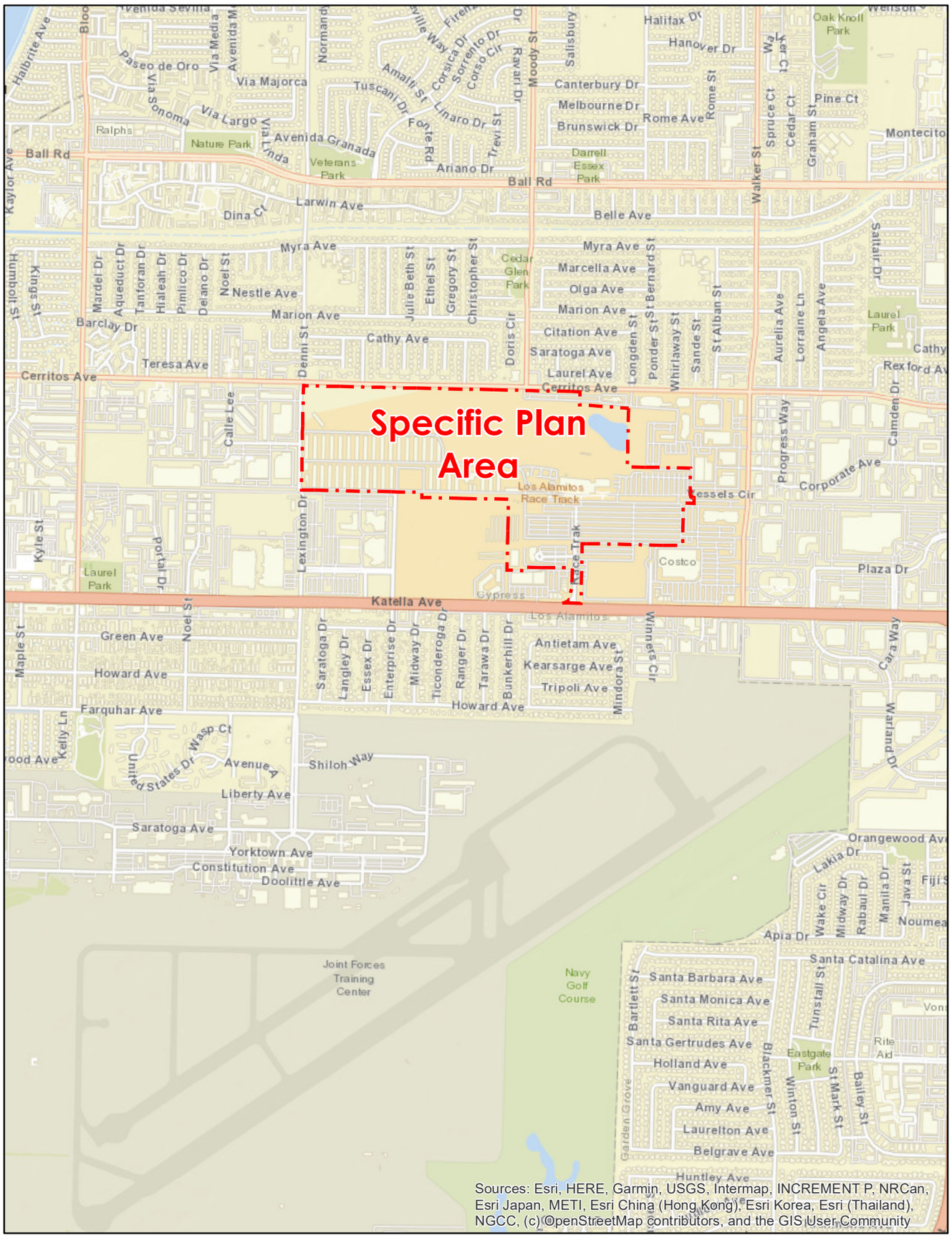


Figure 1-2

Vicinity Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

0 650 1300

FORMA

May 2024

1.1.1 Historical Use and Development of Specific Plan Area

In 1946, Frank Vessels, Sr. acquired approximately 300 acres of land in what is now part of the City of Cypress (City) for the purpose of establishing a quarter horse ranch. Non-betting horse races at the Los Alamitos Race Course (Race Course) commenced in 1947 and continued until 1951, when the first pari-mutuel horse racing began. The present grandstand was built in 1960 and, when the State of California legalized quarter horse racing in 1968, the Race Course grew to become the premier quarter horse track in the United States. The former, adjoining Cypress Golf Club (Golf Course) was constructed in 1961 and permanently closed in 2004.

Hollywood Park Realty Enterprises, Inc. purchased the Race Course and the Golf Course in 1984 from Millie Vessels. Subsequently, it approached the City concerning the redevelopment potential of the Golf Course and underutilized portions of the Race Course property.

Following Hollywood Park Realty's proposal, the City directed the preparation of a specific plan (which was titled Cypress Plaza Specific Plan) for the entire Race Course and Golf Course properties to ensure that the property would be redeveloped in a manner that was compatible with the surrounding community.

On November 3, 1987, the voters of the City of Cypress approved an initiative titled "Measure D", which was codified in Sections 5.28 and 5.28.090 of the Cypress Zoning Ordinance (Zoning Ordinance). This initiative requires voter approval of (1) any amendment of the PS (Public and Semi-Public) Zone of the Zoning Map or the Zoning Ordinance of the City of Cypress that would permit any land use other than those permitted in the PS Zone on the date of the enactment of this measure and (2) any related amendment of the General Plan.

On April 17, 1990, the Cypress City Council adopted the original Cypress Business & Professional Center Specific Plan (Original Specific Plan), which established comprehensive guidance and regulations for the development of approximately 298.2 gross acres of land within the City that included the Race Course and Golf Course properties. Subsequently, on April 24, 1990, in accordance with Measure D, the voters of the City of Cypress approved an initiative that changed the General Plan land use designation and the zoning designation for approximately 75 acres of land within the Original Specific Plan area (which included all of Planning Areas 2, 3, 4, 5 and 6 in the Land Use Plan in the Original Specific Plan), consistent with the previously-adopted Original Specific Plan. The Original Specific Plan was subsequently amended several times in connection with proposed development projects within the Original Specific Plan area.

On June 5, 2012, the voters of the City of Cypress approved "Measure L", a ballot initiative that, among other things, amended and restated in its entirety the Original Specific Plan, as previously amended. This Amended and Restated Cypress Business & Professional Center Specific Plan (2012 Specific Plan) established a new Planning Area 9, which consisted of portions of Planning Areas 6, 7 and 8 from the Original Specific Plan, and permitted a range of senior housing, retail and commercial uses. It also confirmed the intent to redevelop the Golf Course.

1.1.2 The 2016 Initiative and Response to Resident Concerns

In 2016, an initiative, titled "Measure GG" and referred to as the Cypress Town Center and Commons Initiative, was placed on the ballot. This initiative included the approval of a new Cypress Town Center and Commons Specific Plan (2016 Specific Plan) that covered a portion of the land governed by the Existing Specific Plan, primarily including the Race Course and the northern portion of the former Golf Course. This initiative was narrowly disapproved by City of Cypress voters in November 2016.

That proposed Specific Plan was thereafter modified to respond to concerns raised by residents in 2016. Set forth below is a description of those concerns and how they were addressed in this modified Specific Plan, which is titled Cypress Town Center and Commons Specific Plan 2.0 (2018 Specific Plan):

- In the 2016 Specific Plan, the entire public park was located on Race Course property, which meant that the public park could not be developed for use by Cypress residents until after closure of the Race Course, which would not occur for several years.
  - The public park space has been divided into multiple parcels, one of which include 9 acres of the public park district that is located at the southeast corner of Cerritos Avenue and Lexington Drive. This parcel is located on a portion of the former Golf Course and can be developed with a public park prior to the closure of the Race Course. The total acreage of the public parks remains 20 acres.
- The 2016 Specific Plan allowed the Director of Community Development to approve uses in each district that were "similar" to the listed permitted and conditionally permitted uses.
  - That provision has been removed with respect to all districts, except for the town center district and the town center uses in each of the mixed-use districts.
- The land use plan in the 2016 Specific Plan included a mixed-use (town center/medium-density residential) district adjacent to Cerritos Avenue that allowed a maximum height of 99 feet for town center structures.
  - The districts established in this Specific Plan that border Cerritos Avenue do not allow town center uses and the maximum height of structures in those districts is 35 feet.
- The 2016 Specific Plan permitted a maximum structure height of 99 feet in the town center district.
  - The maximum height of structures in the town center district and town center structures in each of the mixed-use districts has been reduced to 75 feet.
- The 2016 Specific Plan included an adjustment procedure pursuant to which the Director of Community Development could increase the height of structures by not more than 10% of the otherwise maximum height.
  - That provision has been removed with respect to structures within the residential and town center districts and town center structures in each of the mixed-use districts.
- The 2016 Specific Plan allowed "government enterprises (local, State or federal)" in the residential district.
  - That use has been eliminated in the residential district and is not allowed in the new senior housing/medium-density residential district.
- The 2016 Specific Plan only permitted a maximum of 1.7 acres of senior housing.
  - This Specific Plan allows up to 39.1 acres of senior housing.

1.1.3 2018 Initiative and Subsequent Development

In accordance with "Measure D", on June 5, 2018, the voters of the City of Cypress approved the 2018 Specific Plan titled "Measure A" and referred to as the "Cypress Town Center and Commons 2.0 Initiative". The 2018 Specific Plan superseded and replaced the 2012 Specific Plan with respect to all of the real property within the area governed by the 2018 Specific Plan (2018 Specific Plan Area).

In May 2018, the owner of the land on which the former Golf Course was located donated to the City nine acres of land within the 2018 Specific Plan Area located within and adjacent to the designated Public Park District at the southeast corner of Cerritos Avenue and Lexington Drive. The City subsequently developed Lexington Park on that site.

Melia Homes recently developed a multi-family residential project with 135 residential units (Melia Project) on the eastern seven acres of the land within the designated Town Center District in the 2018 Specific Plan (and which is part of the Mixed-Use (Town Center/MDR) District in this Specific Plan).

1.1.4 Green and Healthy Lifestyle

This Specific Plan places a strong emphasis on wellness in that active recreation opportunities are integrated into the land use districts. A trail system is envisioned within the residential and public park districts affording residents and visitors opportunities to walk, jog, run, bike for exercise or simply for casual enjoyment, and will provide convenient access to the public parks, theaters, shopping, dining, and workplaces. The proximity and connectivity of the planned residential neighborhoods to the town center and public parks will enable residents to leave their cars at home more often.

This Specific Plan promotes good health through the inclusion of sustainable design guidelines and alternatives to improve air quality and reduce pollutant emissions. It also promotes landscaping to enhance the Specific Plan Area, along with "green" infrastructure to improve water quality for existing and new residents.

1.2 Location and Surrounding Environment

Until early 1987, the entire Specific Plan Area was operated as a race track and a golf course. The Race Course will continue operating for a period of time, but development within the mixed-use (town center/HDR) district established by this Specific Plan can occur while the Race Course remains in operation. The Golf Course permanently closed in 2004, so that a portion of the Golf Course property, which includes the western public park district at the southwest corner of Cerritos Avenue and Lexington Drive and portions of the senior housing/medium-density residential district and the residential district, can be developed while the Race Course remains in operation.

Following the adoption of the Original Specific Plan, portions of the Original Specific Plan area were developed with a variety of commercial uses, including big-box retail, a hotel, retail centers, offices, restaurants and two churches. In addition, the City of Cypress acquired approximately 13.3 acres of the property adjacent to Katella Avenue (City Parcel), which it subsequently sold for the development of a mixed-use project that has been completed.

Most recently, in October 2015, following the voter approval of the 2012 Specific Plan, the Cypress City Council certified a final environmental impact report and approved the entitlements for the Barton Place project (now known as Ovation at Flora Park), pursuant to which a mixed-use project consisting of senior housing and a commercial/retail center was developed within Planning Area 9 and a portion of Planning Area 6 in the 2012 Specific Plan area.

The Specific Plan Area is adjacent to the City of Los Alamitos boundary on the west and south. All of the Specific Plan Area is located within the City of Cypress. It includes all of the land within the 2018 Specific Plan Area other than approximately three acres of land owned by Seacoast Grace Church.

The area surrounding the Specific Plan Area includes a variety of land uses. Land uses south of Katella Avenue are located in the City of Los Alamitos and include commercial, office, and single-family residential uses. Land uses west of Lexington Drive are located in the City of Los Alamitos and include business park. Land uses north of Cerritos Avenue, which are located in the City of Cypress, are primarily residential with some retail commercial. Adjacent to the Specific Plan Area within the original 300-acre Race Course property are Cottonwood and Seacoast Grace Churches, business parks, retail commercial uses, a hotel, the former City Parcel and the recently approved Barton Place project (now known as Ovation at Flora Park), a senior housing and related uses. The Joint Forces Training Base, Los Alamitos, is located approximately one-quarter mile south of the Specific Plan Area.

2 DEVELOPMENT PLAN

The Section establishes and describes the land use districts within the Specific Plan Area and provides a blueprint for the infrastructure necessary for the implementation of this Specific Plan.

2.1 Land Use Plan and Districts

This Specific Plan establishes six Land Use Districts within the 151.4-acre Specific Plan Area, as shown on Figure 2-1, Land Use Plan, below. The centerpiece of the land use plan is the Mixed-Use (Town Center/HDR) and Mixed-Use (Town Center/MDR) Districts located in the eastern and southern portions of the Specific Plan Area and will allow a vibrant mix of retail, entertainment, restaurant, hotel, residential and other urban uses that will serve as a gathering place and "main street" for the community. The Mixed-Use (Town Center/HDR) District permits higher-density residential use with a maximum density of 30 dwelling units/gross acre, while the Mixed-Use (Town Center/MDR) District permits medium-density residential use with a maximum density of 15 dwelling units/gross acre, as well as age-restricted housing (with a qualified occupant of 55 or older) in a portion of that district.

The land use plan also includes a Public Park District that sets aside 18.2 acres of land exclusively for two public parks, which will be large enough to provide a variety of passive and active recreational uses. The park amenities will be easily accessible to Cypress residents and future visitors and residents of the Specific Plan Area. As discussed below, an additional 2 acres of public park will be, or have been, provided in one or more of the other Land Use Districts, for a total of approximately 20 acres of public parks.

The north-central portion of the Specific Plan Area has been designated as a Residential District, which is reserved for residential uses with a variety of housing opportunities to address a cross-section of housing needs in the community, primarily single-family homes, both detached and attached. Greenways and trails will connect the neighborhoods to the town center and the parks in the Public Park District to allow for easy pedestrian and bicycle access to these destinations.

The western portion of the Specific Plan area adjacent to the western Public Park District has been designated as a Senior Housing/Medium-Density Residential District, which is reserved for senior housing and/or medium-density residential uses. The senior housing will be age-restricted and related uses, such as assisted living facilities, are permitted. Medium-density residential uses (which are not age-restricted) are also permitted.

These Land Use Districts and the location, distribution and extent and intensity of essential facilities to be located within and support the Specific Plan Area are described in more detail below and summarized in Table 2-1, below.

Table 2- 1: Land Use Plan Summary Table

Land Use District	Area (Acres)	FAR[1]	Residential Units	Potential Development Capacity (sq. ft.)
Public Park	18.2[2]	N/A	N/A	N/A
Mixed-Use (Town Center/HDR)	24.1	0.6:1	1,926 (aggregate total for Residential, Senior Housing/Medium-Density Residential, Medium-Density Residential and Mixed-Use Districts)	629,878
Mixed-Use (Town Center/MDR)	9.5	0.6:1		248,292
Residential	46.2	N/A		N/A
Senior Housing/Medium-Density Residential	23.1	N/A		N/A
Medium-Density Residential	20.7	0.6:1		
Roads	9.6	N/A	N/A	N/A
Total:	***151.4***		***1,926[3]***	***879,170***

Note:

(1) *This development restriction on floor area ratio (FAR) does not apply to residential development or the residential component of a mixed-use development. The maximum (FAR) allowed on any development parcel is 1.0:1.*

(2) *The minimum amount of public park space within the Specific Plan Area shall be 20 acres. In addition to the 18.2 acres of public park space within the Public Park District, a 2-acre public park has been designated as a land use overlay within the Mixed-Use (Town Center/HDR) District, provided that this additional required public park space may be located (a) in any Land Use District or multiple Land Use Districts and (b) adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there.*

(3) The aggregate total of 1,926 residential units includes the 135 residential units previously developed as the Melia Project. Therefore, an additional 1,791 residential units are allowed in these districts that permit residential uses.



Figure 2-1

Land Use Plan

0 300 600

May 2024

2.1.1 Mixed-Use (Town Center/HDR) District

The Mixed-Use (Town Center/HDR) District is a flexible land use district that includes approximately 24.1 acres of land and permits a mixture of retail and entertainment uses, as well as hotel, multi-family residential uses and commercial uses, to create a "main street" and gathering place for the community and provide additional housing for the community with a maximum density of 30 dwelling units/acre. Specific uses envisioned for the town center portion of the district include restaurants, movie theaters and boutique stores designed within a pedestrian-friendly environment.

2.1.2 Mixed-Use (Town Center/MDR) District

The Mixed-Use (Town Center/MDR) District includes approximately 9.5 acres of land and permits a mixture of retail and entertainment uses, as well as hotel, multi-family residential uses and commercial uses, to create a "main street" and gathering place for the community and provide additional housing for the community with a maximum density of 15 dwelling units/acre. Specific uses envisioned for the town center portion of the district include restaurants, movie theaters and boutique stores designed within a pedestrian-friendly environment.

2.1.3 Public Park District

The Public Park District includes approximately 18 acres of land located in two parcels in the northern portion of the Specific Plan Area. As described in Chapter 3, the only uses permitted in the Public Park District are public parks and related and supporting improvements, facilities and roadways.

It is anticipated that these public parks will provide areas for recreation, gatherings and reflection for Cypress residents. The park amenities could potentially include some combination of playing fields, sports courts, tot-lots, walking trails, picnic areas and restroom facilities.

The western Public Park District includes approximately 10 acres of land and is located at the southeastern corner of Cerritos Avenue and Lexington Drive, adjacent to the Senior Housing/Medium-Density Residential District. It has recently been developed as Lexington Park (other than approximately 1.2 acres in the southwestern corner of the western Public Park District on which a maintenance yard for the Race Course is currently operated). The central Public Park District is approximately 8 acres in size and is located at the Cerritos Avenue/Moody Street intersection, adjacent to the Residential District, a convenient location for existing residents north of Cerritos Avenue and future residents of the Residential District.

The Specific Plan Area will include a minimum of 20 acres of public park space. In addition to two Public Park District parcels, which include 18.2 acres of land, a 2-acre public park overlay was designated within a portion of the Mixed-Use (Town Center/HDR) District, provided that this additional public park space may be located in any Land Use District(s) and may be located adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there. The precise location(s) of these 2 additional acres of public park will be determined based on the development projects proposed in the Specific Plan Area. Parks will be a permitted land use in all of the Land Use Districts.

2.1.4 Residential District

The Residential District includes approximately 46.2 acres of land and is intended to accommodate a variety of single-family residential opportunities. In addition to the residential units, trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the central public park and town center. The Residential District is divided into two subdistricts, which are depicted on Figure 2-2, Residential Subdistricts.

1. Single-Family Detached Subdistrict

   The Single-Family Detached Subdistrict is approximately 19.0 acres in size and allows the development of single-family homes in the area located just south of Cerritos Avenue. A mixture of lot sizes is permitted to respond to a variety of residential needs. The residential lots located within 100 feet of Cerritos Avenue will have a minimum lot size of 6,000 square feet.

2. Single-Family Attached Subdistrict

   The Single-Family Attached Subdistrict is an approximate 27.2-acre parcel and permits the development of attached residential housing to accommodate a variety of lifestyles, as well as related recreational and open space amenities. The types of permitted residential units include townhomes, compact residential lots and other attached homes.

2.1.5 Senior Housing/Medium-Density Residential District

The Senior Housing/Medium-Density Residential District is approximately 23.1 acres in size and is located adjacent to the western Public Park District. This District provides an opportunity to extend the senior housing use that was approved as part of the Barton Place project (now known as Ovation at Flora Park), which has been developed at the northeast corner of Katella Avenue and Enterprise Drive. If developed as senior housing, residential uses could include single-family detached and/or attached units, as well as condominiums, and for-sale and rental multi-family units. The District also permits medium-density residential uses, including attached homes, condominiums, and for-sale and rental multi-family units.

2.1.6 Medium-Density Residential District

The Medium-Density Residential District is a flexible land use district of approximately 20.7 acres in size that allows medium-density residential uses. It is anticipated that no development will occur within the Mixed-Use (Town Center/MDR) District until the Race Course ceases operation.



Figure 2-2

Residential Subdistricts

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FORMA

May 2024

2.2 Circulation Plan

Primary access to the Specific Plan Area will be from Katella Avenue, which is designated as a Major Arterial in the Circulation Element of the General Plan, Cerritos Avenue, which is designated as a Primary Arterial in the Circulation Element, and the extension of Vessels Circle. Additional access to the site will be provided from Lexington Drive and Enterprise Drive.

The backbone circulation for the Specific Plan Area has been designed to accommodate the contemplated development under this Specific Plan and is depicted on Figure 2-3. The backbone circulation improvements include the extension of Moody Street south of Cerritos Avenue to Siboney Street, the extension of Vessels Circle to the west to intersect with the Moody Street extension, and the required future widening of Lexington Drive adjacent to the Specific Plan Area.

2.2.1 General Provisions

1. No development shall be permitted on parcels without improved street access. For purposes of this standard, a street is a maintained public street or alley or a private street subject to the approval of the City Engineer.
2. Portions of any lot within any future right-of-way required under the Circulation Element of the City's General Plan or in this Specific Plan shall not be occupied by structures, other than those encroachments normally permitted in rights-of-way. All other required setbacks, yards and open spaces shall be calculated on the basis of the establishment of the future rights-of-ways, and future right-of-way lines shall be considered to be lot lines for purposes of determining such setbacks, yards and open spaces.
3. Installation of curbs, gutters, sidewalks, streets and alley paving, street lighting and street trees shall be subject to the provisions of the City of Cypress Standard Plans and this Specific Plan.
4. All street names within the Specific Plan Area shall be approved, and changed if necessary, by the City Engineer.
5. No structures shall be constructed over existing pipeline, power line, drainage, transmission line or other similar easements, except where such easement has been abandoned or vacated or the grantee of such easement has consented to such structural encroachment.
6. Notwithstanding anything to the contrary in this Specific Plan, prior to the issuance of the first certificate of occupancy with respect to residential development in the Senior Housing/Medium-Density Residential District, the applicable developer shall construct the required half-width roadway improvements adjacent to the western boundary of the Senior Housing/Medium-Density Residential District to widen Lexington Drive.
7. Bus turnouts and passenger waiting areas shall be provided at bus stops as determined necessary by the City Engineer.
8. Internal streets within the Specific Plan Area may be public or private.



Figure 2-3

Circulation Plan

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

0 300 600

FORMA

May 2024

2.2.2 Parking

Off-street parking will be required as set forth in Article 2, Section 5 (Residential Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading)of the Cypress Zoning Ordinance (Zoning Ordinance), as applicable, except as otherwise (a) required or permitted by State law or (b) provided in, and as more specifically set forth in Chapter 3 (Development Standards) of, this Specific Plan and this Section 2.2.3, and also subject to the following general requirements:

1. If the calculation of required parking spaces results in a fractional number, a fraction of one-half or higher shall be rounded up to the next whole number.
2. On-street parking may be permitted on all streets within the Specific Plan Area, subject to approval as part of the site plan review process.
3. On-street parking may be utilized to meet the parking requirements for uses in the Public Park District and the town center uses in the Mixed-Use (Town Center/HDR) District and the Mixed-Use (Town Center/MDR) District.
4. On-street parking may be utilized to meet the guest parking requirements for residential uses in the Residential District, the Senior Housing/Medium-Density Residential District, the Mixed-Use (Town Center/HDR) District and the Mixed-Use (Town Center/MDR) District.
5. Off-street parking is permitted anywhere within the Specific Plan Area.

2.2.3 Alternative Parking Requirements

As an alternative to compliance with the applicable parking requirements in this Specific Plan (including referenced requirements in the Zoning Ordinance), a developer may submit a parking study, including without limitation a shared parking analysis, to the City as part of the site plan review process to demonstrate why and the extent to which the parking requirements for the applicable development project should be different from the applicable parking requirements herein. If the parking study is approved as part of the site plan review process, the parking requirements for such project may differ from the applicable parking requirements herein in accordance with the parking study. Alternative parking arrangements may include, without limitation, the use of tandem spaces, shared parking between or within land use districts and a reduction in the number of required parking spaces based on bicycle spaces provided.

2.2.4 Street Section Standards

Streets shall be designed and constructed in conformance with the Circulation Element of the City's General Plan and the City of Cypress Standard Plans, unless alternative street standards are proposed and approved pursuant to Section 2.2.5, below.

2.2.5 Alternative Street Sections

In order to provide an opportunity for innovative and more functional design in the Specific Plan Area, street section standards that are different from the street sections standards in the City's Standard Plans may be proposed and approved as part of the site plan review process for a development project. The applicable developer shall demonstrate why and the extent to which the street section requirements for the applicable development project should be different from the applicable street section requirement(s) in the City's Standard Plans. If one or more alternative street sections are approved as part of the site plan review process, those street sections shall be permitted in lieu of the applicable street sections in the City's Standard Plans.

2.2.6 Land Use District Access

1. Mixed-Use (Town Center/HDR) District

   Access to the Mixed-Use (Town Center/HDR) District will be from Moody Street, as extended to the south (from Cerritos Avenue), Vessels Circle, as extended to the west (from Walker Street) and Siboney Street (from Katella Avenue).

2. Mixed-Use (Town Center/MDR) District

   Access to the Mixed-Use (Town Center/MDR) District will be from Moody Street, as extended to the south (from Cerritos Avenue), Vessels Circle, as extended to the west (from Walker Street). and Siboney Street (from Katella Avenue).

3. Public Park District

   Access to the western portion of the Public Park District will be from Lexington Drive and/or Cerritos Avenue. Access to the central portion of the Public Park District will be from the extension of Moody Street and/or Cerritos Avenue.

4. Residential District

   Access to the Single-Family Detached Subdistrict will be from Cerritos Avenue and the extension of Moody Street. However, single-family residences shall front on local streets (private or public) within the Specific Plan Area and not on offsite public roads.

   Access for the Single-Family Attached Subdistrict will be from the extension of Moody Street (from Cerritos Avenue) and Siboney Street (from Katella Avenue) and may be from Enterprise Drive.

5. Senior Housing/Medium-Density Residential District

   Access to the Senior Housing/Medium-Density Residential District will be from Lexington Drive and/or Cerritos Avenue.

2.3 Water Plan

An extensive network of water lines currently serves the Specific Plan Area and adjacent properties. Golden State Water Company is the water purveyor. There are existing water lines within Lexington Drive, Cerritos Avenue, and Katella Avenue, as depicted on Figure 2-4 (Water Plan), that currently serve, and would continue to serve, the Specific Plan Area. Golden State Water Company has indicated that these existing lines are adequate for the proposed uses within the Specific Plan Area.

Precise water system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process. Water mains will be dedicated to the water company after construction and acceptance.

2.4 Wastewater Plan

The City will be responsible for reviewing and approving the collection of wastewater within the Specific Plan Area, and the County Sanitation Districts of Orange County (CSDOC) will be responsible for wastewater treatment. Existing sewer lines consist of a 30-inch CSDOC regional sub-trunk in Lexington Drive that flows south to Katella Avenue, a 21-inch City sewer which connects to the CSDOC facility at the intersection of Katella Avenue and Lexington Drive, and a trunk line in Enterprise Drive. The existing trunk sewer lines adjacent to the Specific Plan Area are shown on the Wastewater Plan in Figure 2-5.

New development that occurs within the Specific Plan Area will connect to the existing trunk sewer lines. Precise sewer system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process. New collection lines will be offered for dedication to the City after construction.

2.5 Drainage Plan

The Orange County Flood Control District (OCFCD) maintains regional storm channels for offsite areas, while the City maintains local storm drains in the vicinity of the Specific Plan Area.

Previous discussions with OCFCD staff indicate that the flood control systems around the Specific Plan Area were not designed to accept drainage runoff from the Specific Plan Area with respect to the contemplated town center and residential uses.

Consequently, the existing drainage system surrounding this area will not be adequate to serve the Specific Plan Area. The proposed drainage solution involves the use of low impact development (LID) principles to manage storm runoff. With respect to each development project, the applicable portion of the Specific Plan Area will be graded and landscaped to reduce the volume of storm water that flows off the Specific Plan Area and enters the City's storm drain system. This approach will reduce post-development impacts on hydrology and improve the quality of runoff that discharges to the City's storm drain system. To the extent possible, this approach will maximize onsite storage of storm water flows and promote infiltration at various locations within the Specific Plan Area. Rain that falls on the Specific Plan Area will be managed onsite through water qualify best management practices, which may include the use of porous pavements, grassed swales, bioretention swales, filter/buffer strips, and other landscaping features that function to hold and treat rainwater. If further reductions in offsite storm water discharges are necessary, other approaches to infiltrate runoff into the subsurface may be utilized, including French drains. In some cases, an onsite biotreatment system and/or biofiltration proprietary devices may be utilized to improve the quality storm water before it is discharged from the Specific Plan Area to the offsite drainage system. The employment of these LID principles will minimize use of hard surfaces, concrete curbs, gutters, and other similar conveyances where appropriate and feasible.

This concept may be used in conjunction with onsite flood control facilities, either surface or subsurface, to store runoff on a temporary basis until after the rain event abates and sufficient capacity is available within the City's storm drain system to allow for discharge from the Specific Plan Area. Onsite retention ponds or subsurface storage vaults may be centralized such that multiple development parcels share the same storage systems, or they may be stand-alone and parcel-specific.

Because of the widely diversified land uses proposed in this Specific Plan, a combination of drainage and treatment systems may be appropriate and will be determined during the project development and design stage. The developer must obtain approval from the City Engineer for the method selected in each instance.

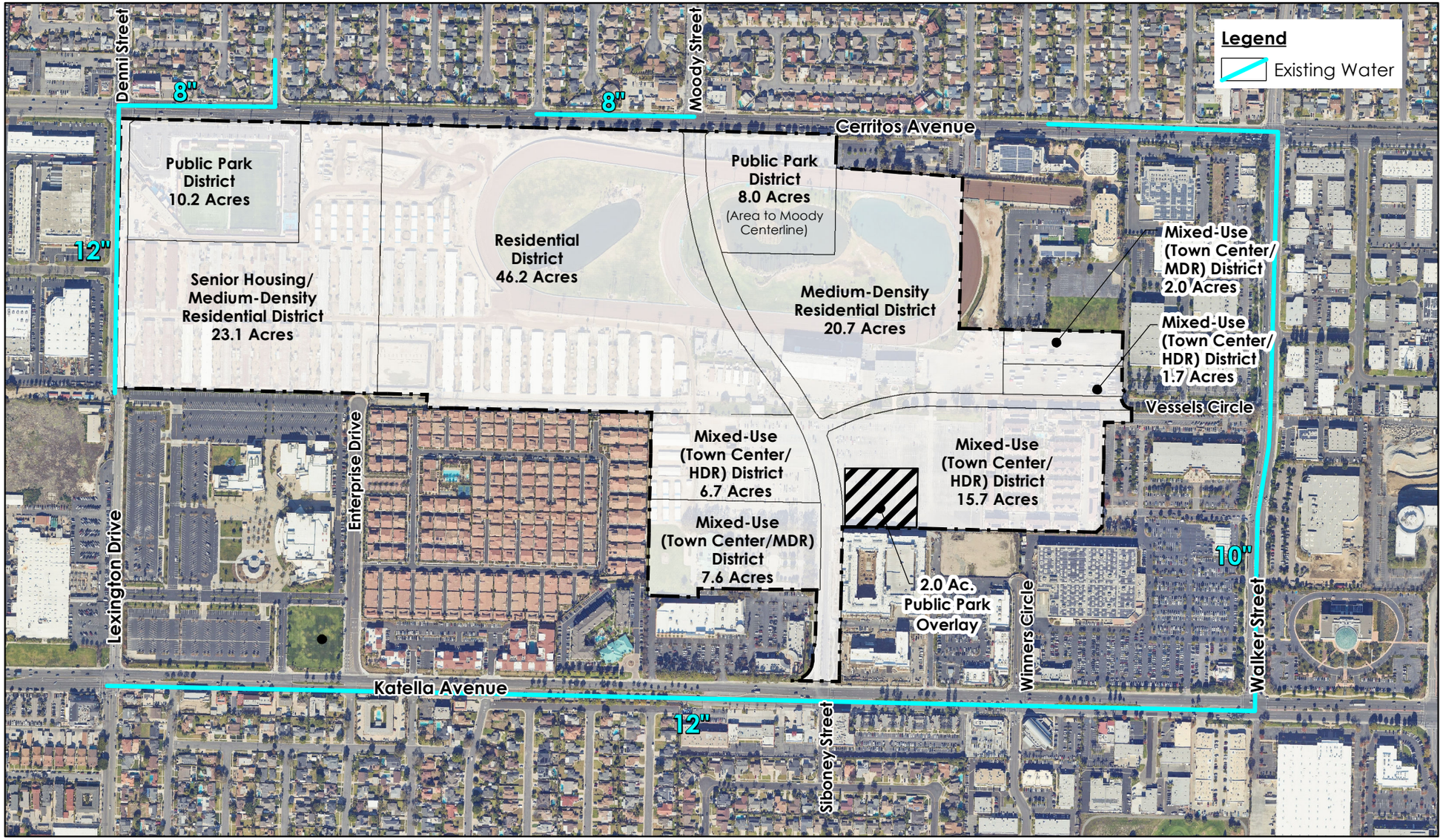


Figure 2-4

Water Plan

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Figure 2-5

Wastewater Plan

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

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May 2024

2.7 Solid Waste

The City of Cypress currently contracts with a private solid waste hauler to collect and dispose of the solid waste/refuse generated by the City. Solid waste/refuse collected in the City would be transported to an appropriate landfill.

2.8 Natural Gas and Electricity

The Specific Plan Area is located within the service areas of the Southern California Gas Company (natural gas) and the Southern California Edison Company (electricity). The existing utility network can be expanded to meet the future demands associated with development in the Specific Plan Area. Precise system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process.

3 DEVELOPMENT STANDARDS

3.1 Purpose and Intent

The purpose of this Chapter 3 is to set forth the standards and regulations governing the use of land within the Specific Plan Area. All development projects within the Specific Plan Area shall comply with the standards and regulations applicable to the Land Use District(s) in which a development project is located.

The provisions of this Specific Plan shall apply throughout the Specific Plan Area except where, and so far as, any such provision conflicts with State law, in which case State law shall apply.

3.1.1 General Provision

All construction and development within the Specific Plan Area shall comply with applicable provisions of the City's then current building, mechanical, electrical, plumbing, grading and excavation regulations.

3.2 Residential District Development Standards

The Residential District is intended to accommodate a variety of residential products within two subdistricts, as described in Chapter 2. The uses described in Sections 3.2.1 and 3.2.2, below, shall be permitted or conditionally permitted, as applicable, in the Residential District.

3.2.1 Permitted Uses

1. The following uses are permitted in the Single-Family Detached Subdistrict:
    a. Single-family dwelling units
    b. Accessory structures under 15 feet in height
    c. Home occupations
    d. Model home/subdivision sales offices
    e. Private yard/garage sales
    f. Second dwelling units not more than 640 square feet
    g. Second-story decks and balconies
    h. Senior housing
    i. Temporary uses/activities
    j. Animal keeping (not more than 3 dogs and/or cats)
    k. Community care, small
    l. Day care homes, large
    m. Day care homes, small
    n. Group homes
    o. Residential care homes, small
    p. Schools-K–12, public
    q. Swimming pools
    r. Nature preserves
    s. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
    t. Public and private utility substations, reservoirs, or pumping plants, not including offices.

2. The following uses are permitted in the Single-Family Attached Subdistrict:

   a. Single-family dwelling units
   b. Condominiums/townhouses
   c. Accessory structures
   d. Duplexes
   e. Home occupations
   f. Model home/subdivision sales offices
   g. Private yard/garage sales
   h. Second dwelling units not more than 640 square feet
   i. Second-story decks and balconies
   j. Senior housing
   k. Temporary uses/activities
   l. Animal keeping (not more than 3 dogs and/or cats)
   m. Community care, small
   n. Day care homes, large
   o. Day care homes, small
   p. Group homes
   q. Residential care homes, small
   r. Schools-K–12, public
   s. Swimming pools
   t. Nature preserves
   u. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
   v. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.2.2 Uses Permitted Subject to a Conditional Use Permit

1. The following uses may be permitted in the Single-Family Detached Subdistrict, subject to the approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

   a. Accessory structures over 15 feet in height
   b. Condominium conversions
   c. Granny units
   d. Second dwelling units more than 640 square feet
   e. Churches
   f. Day care centers
   g. Schools-K–12, private
   h. Tennis courts, private
   i. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   j. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   k. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

2. The following uses are conditionally permitted in the Single-Family Attached Subdistrict:
   a. Condominium conversions
   b. Granny units
   c. Churches
   d. Day care centers
   e. Schools-K–12, private
   f. Tennis courts, private
   g. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   h. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   i. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.2.3 Development Standards

See Table 3-1 below.

Table 3- 1: Residential Development Standards

	Single-Family Detached – Lots within 100 Feet of Cerritos Avenue Right of Way	Single-Family Detached – Lots More than 100 Feet from Cerritos Avenue Right of Way	Single-Family Attached
Minimum Parcel Size	6,000 square feet	3,600 square feet	5,000 square feet
Maximum Allowable Density	5 dwelling units/gross acre(8)	8 dwelling units/gross acre(8)	10 dwelling units/gross acre
Minimum Parcel Width	50 feet	30 feet	50 feet
Minimum Parcel Depth	90 feet	40 feet	60 feet
Maximum Structure Height(1)	35 feet and 2 stories	35 feet and 2 stories	35 feet and 3 stories
Setbacks(2)			
Minimum Front Setback, Single-Story(3)	20 feet	10 feet	10 feet from edge of private driveway
Minimum Front Setback, Second-Story	25 feet	10 feet	10 feet from edge of private driveway
Minimum Interior Side Setback, Single-Story	5 feet(4)	No minimum	0 feet on one side, shall maintain compliance with minimum distance between structures
Minimum Interior Side Setback, Second-Story	10 feet(4)	5 feet	0 feet on one side, shall maintain compliance with minimum distance between structures
Minimum Street Side Setback, Single-Story	10 feet	10 feet	10 feet
Minimum Street Side Setback, Second-Story	15 feet	10 feet	10 feet
Minimum Rear Setback	10 feet	10 feet	10 feet
Maximum Lot Coverage, Single-Story Structure	60%	60%, excluding common private drives	60%, excluding common private drives
Maximum Lot Coverage, Two-Story Structure	40%	40%, excluding common private drives	50%, excluding common private drives
Minimum Dwelling Unit Size	1,100 square feet	1,100 square feet	1,000 square feet
Minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height	10 feet	10 feet	10 feet

	Single-Family Detached – Lots within 100 Feet of Cerritos Avenue Right of Way	Single-Family Detached – Lots More than 100 Feet from Cerritos Avenue Right of Way	Single-Family Attached
Minimum distance between structures on the same parcel where one or more structures exceeds 15 feet in height	10 feet	10 feet	10 feet
Minimum separation between opposing second-story bedroom windows	5 feet(5)	N/A	N/A
Minimum Driveway Widths	16 feet – 2-vehicle garages 24 feet – 3 vehicle garages(6)	16 feet – 2-vehicle garages 24 feet – 3 vehicle garages(6)	16 feet – 2-vehicle garages 24 feet – 3 vehicle garages(6)
Minimum interior garage dimension	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet with 3-vehicle garages(7)	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet with 3-vehicle garages(7)	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet with 3-vehicle garages(7)
Minimum Landscaped Open Space	N/A	N/A	N/A

(1) A roof deck shall not be considered a story.

(2) All setbacks shall be measured from property line to the main structure.

(3) For parcels located at the closed end of a cul-de-sac (e.g., along a "bulb"), the required minimum front setback shall be reduced by 50 percent.

(4) Additions to the original allowed dwelling unit shall be allowed within the required interior setback; provided, the setback distance between the addition and the interior side property line is the same or greater than that of the original structure, not including the garage or any accessory structure. In any case, the addition shall not be located closer than five feet from an interior side property line, but only when combined with an adjoining side setback of at least ten feet in width.

(5) The separation shall be measured from the edge of one bedroom window to the closest edge of the opposing bedroom window.

(6) A paved driveway shall be provided between each garage and the closest approved access to an adjoining street. No more than one driveway shall be allowed for each single-family dwelling unit. Circular driveways shall be allowed on all parcels that are 100 feet or greater in width. Three-vehicle garages with tandem parking shall have a minimum driveway width of 20 feet, subject to approval as part of the site plan review process.

(7) Three-vehicle garages with tandem parking shall have a minimum width of 20 feet and an additional 20 feet of depth for the tandem space, subject to approval as part of the site plan review process.

(8) The residential density within the Single-Family Detached Subdistrict that is more than 100 feet from the Cerritos Avenue right of way may exceed 8 dwelling units/gross acre, provided that the overall residential density in the Single-Family Detached Subdistrict does not exceed 8 dwelling units/gross acre.

3.2.4 Maximum Number of Residential Units

The Residential Development Standards in Table 3-1 include the maximum residential densities in each of the subdistricts that comprise the Residential District. The development standards set forth in Section 3.3.4, below, include the maximum residential density for higher-density residential housing in the Mixed-Use (Town Center/HDR) District. The development standards set forth in Section 3.4.7, below, include the maximum residential density for medium-density residential housing in the Senior Housing/Medium-Density Residential District, the maximum residential density for medium-density residential housing in the Mixed-Use (Town Center/MDR) District and the Medium-Density Residential District (collectively, the MDR Districts). The development standards set forth in Section 3.4.6, below, include the maximum residential density for senior housing in the Senior Housing/Medium-Density Residential District. Based on these densities, more than 1,926 residential units could be developed within the Residential District, the MDR Districts, (which includes the senior housing density allowed in the Senior Housing/Medium-Density Residential District) and the Mixed-Use (Town Center/HDR) District. While these densities effectively limit the number of residential units in those districts, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.2.5 Relationship to the Zoning Ordinance

1. Single-Family Detached Subdistrict

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential and related uses allowed within the Single-Family Detached Subdistrict in accordance with this Section 3.2 that are different from what would otherwise be allowed on property within the RS-6000 or other zoning district pursuant to the Cypress Zoning Ordinance (Zoning Ordinance), this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-6000 zoning district shall apply. The uses described in Sections 3.2.1.1 and 3.2.2.1, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Single-Family Attached Subdistrict

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential and related uses allowed within the Single-Family Attached Subdistrict in accordance with this Section 3.2 that are different from what would otherwise be allowed on property within the RS-5000 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-5000 zoning district shall apply. The uses described in Sections 3.2.1.2 and 3.2.2.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

3.2.6 Parking

Off-street parking for the Residential District shall be provided in accordance with the applicable requirements in Article 2, Sections 5 (Residential Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.2.1 and 3.2.2, above, except as otherwise (a) required or permitted by State law or (b)provided in this Specific Plan.

3.3 Mixed-Use (Town Center/HDR) District Development Standards

The Mixed-Use (Town Center/HDR) District, as shown on Figure 2-1 (Land Use Plan), is intended to accommodate the development of a variety of retail, entertainment, commercial and higher-density residential uses to create a gathering place and "main street" for the community.

The uses described in Sections 3.3.1 and 3.3.2, below, shall be permitted or conditionally permitted, as applicable, in the Mixed-Use (Town Center/HDR) District.

3.3.1 Permitted Uses

1. Accessory retail uses
2. Appliance stores (large appliance sales and service)
3. Automated teller machines (ATMs)
4. Banks and financial institutions
5. Barber or beauty shops
6. Business support services
7. Bicycle and pedestrian trails
8. Bowling alleys
9. Catering services
10. Commercial, trade or vocational schools
11. Condominiums/townhouses
12. Department stores
13. Dry cleaning service, drop-off only
14. Family/children entertainment centers (indoor) with climbing apparatus, play equipment, food service, video games, party facilities, and similar attractions
15. Financial services
16. Food and beverage establishments, including restaurants, bakeries, cafes, delicatessens, gourmet beer and wine shops, ice cream parlors, open air dining areas and specialty food, but excluding fast-food restaurants, with or without drive-in/through service
17. Florist shops
18. Furniture/furnishings, rentals, sales and service stores
19. Garden centers or plant nurseries
20. Hardware stores
21. Hotels or motels, including conference facilities
22. Interior decorating or drapery shops
23. Live/work units, subject to Section 3.3.7, below
24. Medical/dental offices, clinics or services
25. Motor vehicle leasing/rental (office only; no vehicles onsite)
26. Motor vehicle parts and supplies
27. Multi-family dwelling units, including associated uses such as second-story decks and balconies, clubhouses and swimming pools
28. Office equipment/supply stores
29. Offices, administrative or executive
30. Offices, professional or government
31. Outdoor retail sales and activities

32. Parks, outdoor activity areas and open space
33. Personal services, general
34. Pet shops
35. Photocopy/desktop facilities
36. Photography studios/supply shops
37. Pharmacies/drug stores
38. Playland, associated with a restaurant
39. Public utility service offices
40. Retail stores, general merchandise
41. Satellite dishes/antenna (less than 3 feet/2 meters in diameter)
42. Shopping centers
43. Sporting goods stores, no firearms
44. Studios - art, dance, karate, music, photography, etc.
45. Tanning studios
46. Temporary uses/activities
47. Theaters, auditoriums, and meeting halls
48. Theaters, movie
49. Travel agencies
50. Veterinarian services and small animal hospitals
51. Wireless communication facilities
52. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
53. Any other use that the Director of Community Development finds is consistent with the purpose and intent of this Section, and similar to the listed permitted uses and compatible with these uses, subject to appeal to the City Council.

3.3.2 Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Alternative fuels and recharging facilities
2. Bars/liquor establishments (onsite consumption only)
3. Catering services
4. Churches
5. Clubs or lodges
6. Day care centers
7. Educational institutions, private or public
8. Health/fitness centers
9. Indoor amusement/arcade, cyber cafe, entertainment/recreation centers
10. Libraries
11. Live entertainment and dancing
12. Liquor stores (offsite consumption only)
13. Medical services, laboratories
14. Mixed-use developments, where the residential portion of the development occupies a minimum of 50 percent of the total floor area of the development.
15. Museums

16. Nightclubs, with or without food service, bar
17. Outdoor amusement/entertainment/recreation centers
18. Pool halls/billiard centers
19. Post offices
20. Public utilities, including, but not limited to substations, reservoirs and pumping stations
21. Restaurants, fast food, with or without drive-through service, or with outdoor seating
22. Restaurants with alcohol sales
23. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
24. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
25. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
26. Any other use that the Director of Community Development finds is consistent with the purpose and intent of this Section, and similar to the listed conditionally permitted uses and compatible with these uses, subject to appeal to the City Council.

3.3.3 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.3.4 Development Standards

1. Minimum Parcel Area: 10,000 square feet.
2. Minimum Parcel Depth: No minimum.
3. Minimum Parcel Width: 50 feet.
4. Maximum Parcel Coverage by Structures: No maximum.
5. Maximum Residential Density: Overall 30 dwelling units/gross acre.
6. Minimum Residential Density: Overall 20 dwelling units/gross acre.
7. Maximum Structure Height: 75 feet, excluding any roof-mounted equipment and/or architectural details.
8. Setbacks:
   a. Minimum front setback: No minimum.
   b. Minimum street side setback: 10 feet from streets.
   c. Minimum interior side setback: No minimum.
   d. Minimum rear setback: No minimum.
   e. A multi-family residential building shall be set back a minimum of 10 feet from non-residential buildings.
9. Minimum driveway width for 2-way traffic: 24 feet.
10. Mechanical Equipment

    Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, ventilation and exhaust equipment, shall be screened in a material consistent with the building and screened from view from any abutting street or highway and any abutting residential area. All such mechanical equipment shall be designed as an integral part of the building, and shall be maintained in a clean and proper condition to prevent a collection of litter and filth and to avoid the emission of unnecessary noise, dust or fumes.

3.3.5 Maximum Floor Area Ratio

The maximum floor area ratio (FAR) for non-residential development in the Mixed-Use (Town Center/HDR) District shall not exceed 0.6:1; provided, however, that (a) the FAR for non-residential development on any development parcel in the Mixed-Use (Town Center/HDR) District may have a maximum FAR of 1.0:1 and (b) the floor area devoted to parking within a building shall not be considered in calculating the FAR for non-residential development in the Mixed-Use (Town Center/HDR) District. This section does not apply to residential development or the non-residential component of a mixed-use project.

3.3.6 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.3.7 Relationship to the Zoning Ordinance

1. Non-Residential Uses

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements and tree removal) with respect to non-residential development in the Mixed-Use (Town Center/HDR) District in accordance with this Section 3.3 that are different from what would otherwise be allowed on property within the CG (Commercial General) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the CG (General Commercial) zoning district shall apply with respect to such non-residential uses. The non-residential uses described in Sections 3.3.1 and 3.3.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Residential Uses

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential development in the Mixed-Use (Town Center/HDR District in accordance with this Section 3.3 that are different from what would otherwise be allowed on property within the RM-20 (Multiple-Family) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 (Multiple-Family) zoning district shall apply with respect to such residential uses. The residential uses described in Section 3.3.1, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

3.3.8 Live/Work Units

1. Applicability

   This Section provides standards for live/work and artists' lofts/studios to accommodate live/work opportunities. Live/work quarters are especially intended for residential uses in conjunction with office or retail uses, either on the same floor, or on separate floors.

2. Floor Area Requirements

   a. A live/work unit shall have a minimum floor area of at least 1,250 square feet.

   b. The maximum size of the residential portion of the live/work unit shall be 50 percent of the unit.

c. A ground-level live/work unit with street frontage shall devote the initial 25 feet of floor area depth to commercial activity.

3. Unit Access

Where there are multiple live/work units within a single structure, each unit shall be physically separated from other units and uses within the structure, and access to individual units shall be from a common open space, corridor, hallway, or other common access area.

4. Internal Integration of the Live/Work Unit

a. There shall be direct access between the working and living spaces within the live/work unit.

b. There shall be no separate entrance to the living space by a separate door. All access to the living space shall be from the working space.

c. The working space shall not be leased separately from the living space; conversely, the living space shall not be leased separately from the working space.

5. Occupancy and Employees

a. At least one full-time employee of business activity occupying the live/work unit shall also reside in the unit; conversely, at least one of the persons living in the live portion shall work in the work portion.

b. The business activity occupying the live/work unit may utilize nonresident employees, as necessary.

3.3.9 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 6 (Commercial Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.3.1 and 3.3.2, above, except that off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 5 (Residential Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to multi-family and other residential dwelling units, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or permitted by State law.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.4 Senior Housing/Medium-Density Residential District Development Standards

The Senior Housing/Medium-Density Residential District, as shown on Figure 2-1 (Land Use Plan), is a flexible land use designation that allows senior housing and related continuum of care uses, to complement the adjacent Barton Place development (now known as Ovation at Flora Park) and/or the development of medium-density residential uses. The uses described in

Sections 3.4.1, 3.4.2, 3.4.3 and 3.4.4, below, shall be permitted or conditionally permitted, as applicable, in the Senior Housing/Medium-Density Residential District.

3.4.1 Permitted Senior Housing Uses

For purposes of this Specific Plan, "senior housing" shall mean independent living units or other independent housing that is occupied by a qualifying resident under State law who is 55 years of age or older, and may include common dining areas and other community facilities.

1. Senior housing
2. Condominiums/townhouses (senior housing only)
3. Multi-family dwelling units (senior housing only)
4. Assisted living and memory care facilities
5. Convalescent/rest homes
6. Accessory structures
7. Home occupations
8. Model home/subdivision sales offices (senior housing only)
9. Private yard/garage sales
10. Second-story balcony
11. Single-family dwelling units (senior housing only)
12. Caretaker/employee housing
13. Swimming pools
14. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
15. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.4.2 Senior Housing Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Churches
2. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
3. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
4. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.4.3 Permitted Medium-Density Residential Uses

1. Condominiums/townhouses
2. Multi-family dwelling units
3. Single-family dwelling units
4. Accessory structures
5. Duplexes
6. Home occupations
7. Model home/subdivision sales offices
8. Second-story decks and balconies
9. Senior housing
10. Temporary uses/activities

11. Animal keeping (not more than 3 dogs and/or cats)
12. Community care, small
13. Day care homes, large
14. Day care homes, small
15. Group homes
16. Residential care homes, small
17. Schools-K–12, public
18. Swimming pools
19. Nature preserves
20. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
21. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.4.4 Medium-Density Residential Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Accessory structures over 15 feet in height
2. Condominium conversions
3. Dormitories
4. Assisted living and memory care facilities
5. Churches
6. Community care, large
7. Convalescent/rest homes
8. Day care centers
9. Residential care homes, large
10. Schools-K–12, private
11. Tennis courts, private
12. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
13. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
14. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.4.5 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.4.6 Senior Housing Development Standards

1. Minimum parcel size: 10,000 square feet (this requirement relates to the development parcel, not to individual lots).
2. Minimum parcel depth: 100 feet (this requirement relates to the development parcel, not to individual lots).
3. Minimum parcel width: 100 feet (this requirement relates to the development parcel, not to individual lots).

4. Maximum allowable density: Overall 20 dwelling units/gross acre, provided that an assisted living or memory care facility shall not be considered a multi-family dwelling and no portion of any such facility shall constitute dwelling units.
5. Maximum structure height: 35 feet.
6. Minimum dwelling unit size:
   a. One bedroom: 500 square feet.
   b. Two bedrooms: 700 square feet.
   c. Three (+) bedrooms: 900 square feet.
7. Minimum Open Space: 300 square feet per dwelling unit, provided that any or all of such open space (a) may be common, private or public and (b) shall include balconies, patios and any land occupied by recreational structures or improvements.
8. Driveway widths:
   a. 1 to 2 units: Minimum of 12 feet.
   b. 3 or more units: Minimum of 20 feet.
9. Minimum landscaped open space: 25 percent.
10. Parcel Coverage and Distance Between Structures:
    a. The maximum parcel coverage by structures shall not exceed 60 percent.
    b. The minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height, shall be 6 feet. The minimum distance between structures on the same parcel, where one or both structures exceed 15 feet in height, shall be 10 feet. The foregoing requirements shall not apply to structures that are physically connected to one another.
11. Setbacks:
    a. Front: 10 feet.
    b. Rear: 5 feet.
    c. Side (interior, each): 5 feet; two story – 10 feet.
    d. Street side: 10 feet.

3.4.7 Medium-Density Residential Development Standards

1. Minimum parcel size: No minimum.
2. Minimum parcel depth: No minimum.
3. Minimum parcel width: No minimum.
4. Maximum allowable density: Overall 15 dwelling units/gross acre.
5. Maximum structure height: 35 feet and 3 stories, provided that a roof deck shall not be considered a story.
6. Minimum landscaped open space: An average of 400 square feet per dwelling unit, provided that any or all of such open space (a) may be common, private or public and (b) shall include balconies, patios and any land occupied by recreational structures or improvements.
7. Driveway widths:
   a. 1 to 2 units: Minimum of 12 feet.
   b. 3 or more units: Minimum of 16 feet.

8. Parcel coverage and distance between structures:
   a. The maximum parcel coverage by structures shall not exceed 60 percent.
   b. The minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height, shall be 6 feet. The minimum distance between structures on the same parcel, where one or both structures exceed 15 feet in height, shall be 10 feet.
9. Minimum setbacks:
   a. Front: 20 feet (for parcels located at the closed end of a cul-de-sac (e.g., along a "bulb"), the required minimum front setback shall be reduced by 50 percent).
   b. Rear: 10 feet, except for detached garages with alley access, which require a setback of 12 feet from the centerline of the alley.
   c. Interior side: single-story – 5 feet; second-story – 10 feet.
   d. Street side: 10 feet.

   All setbacks shall be measured from property line to the main structure.
10. Minimum interior garage dimension: 20 feet by 20 feet, clear with no obstructions.

3.4.8 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.4.9 Relationship to the Zoning Ordinance

1. Senior Housing Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to senior housing and the related uses allowed within the Senior Housing/Medium-Density Residential District in accordance with this Section 3.4 that are different from what would otherwise be allowed on property within the RM-20 (Multiple-Family) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 (Multiple-Family) zoning district shall apply. The uses described in Sections 3.4.1and 3.4.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Medium-Density Residential Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to multi-family residential and related uses allowed within the Senior Housing/Medium-Density Residential District in accordance with this the Section 3.4 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply. The uses described in Sections 3.4.3 and 3.4.4, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

3.4.10 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 5 (Residential Zoning Districts and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.4.1 and 3.4.2 (Senior Housing), above, and Sections 3.4.3 and 3.4.4 (Medium-Density Residential), above, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence or elsewhere in this Specific Plan, (i)the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit and (ii) the minimum parking requirement for senior housing shall be a total of 1 garage space for each dwelling unit and 1 unassigned open space for every 20 dwelling units, in each case except as otherwise required or permitted by State law.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.5 Mixed-Use (Town Center/MDR) District Development Standards

The Mixed-Use (Town Center/MDR) District, as shown on Figure 2-1 (Land Use Plan), is a flexible land use designation that allows an expansion of the town center uses permitted and conditionally permitted in the Mixed-Use (Town Center/HDR) District (if and to the extent demand for additional town center uses exists in the future) and/or the development of medium-density residential, senior housing and related uses allowed in the Senior Housing/Medium-Density Residential District. The uses described in Sections 3.5.1 and 3.5.2, below, shall be permitted or conditionally permitted, as applicable, in the Mixed-Use (Town Center/MDR) District.

3.5.1 Permitted and Conditionally Permitted Town Center Uses

All of the permitted and conditionally permitted uses in the Mixed-Use (Town Center/HDR) District, as set forth in Sections 3.3.1 and 3.3.2, above.

3.5.2 Permitted and Conditionally Permitted Medium-Density Residential and Senior Housing Uses

All of the permitted and conditionally permitted uses in the Senior Housing/Medium-Density Residential District, as set forth in Sections 3.4.1, 3.4.2, 3.4.3 and 3.4.4, above.

3.5.3 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.5.4 Town Center Development Standards

The development standards for the Mixed-Use (Town Center/HDR) District set forth in Section 3.3.4, above, shall govern the development of town center uses in the Mixed-Use (Town Center/MDR) District.

3.5.5 Medium-Density Residential and Senior Housing Development Standards

The development standards for the medium-density residential uses set forth in Section 3.4.7, above, and the development standards for the senior housing uses set forth in Section 3.4.6, above, shall govern the development of medium-density residential and senior housing uses in the Mixed-Use (Town Center/MDR) District, except that the maximum height of senior housing structures shall be 55 feet.

3.5.6 Maximum Floor Area Ratio

The maximum floor area ratio (FAR) for non-residential development in the Mixed-Use (Town Center/MDR) District shall not exceed 0.6:1; provided, however, that (a) the FAR for non-residential development on any development parcel in the Mixed-Use (Town Center/MDR) District may have a maximum FAR of 1.0:1 and (b) the floor area devoted to parking within a building shall not be considered in calculating the FAR for non-residential development in the Mixed-Use (Town Center/MDR) District. This section does not apply to residential development or the non-residential component of a mixed-use project.

3.5.7 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.5.8 Relationship to the Zoning Ordinance

1. Town Center Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to non-residential development allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the CG (Commercial General) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the CG (Commercial General) zoning district shall apply.

2. Medium-Density Residential Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to medium-density residential and related uses allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply.

3. Senior Housing Development

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to senior housing and related uses allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the RM-20 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 zoning district shall apply.

3.5.9 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 6 (Commercial Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.5.1, above, and the applicable requirements in Article 2, Section 5 (Residential Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Section 3.5.2, above, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or permitted by State law. Notwithstanding anything to the contrary in in this Specific Plan, off-street parking may be provided on all or any portion of the land within Mixed-Use (Town Center/MDR) District that is currently owned by Seacoast Grace Church with respect to any land use on the Seacoast Grace Church property, including the portion of the Seacoast Grace Church property that is located outside of the Specific Plan Area.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.6 Medium-Density Residential District Development Standards

The Medium-Density Residential District, as shown on Figure 2-1 (Land Use Plan), allows the development of medium-density residential and related uses allowed in the Senior Housing/Medium-Density Residential District. The uses described in Section 3.6.1, below, shall be permitted or conditionally permitted, as applicable, in the Medium-Density Residential District.

3.6.1 Permitted and Conditionally Permitted Medium-Density Residential Uses

All of the permitted and conditionally permitted uses relating to medium-residential development in the Senior Housing/Medium-Density Residential District, as set forth in Sections 3.4.3 and 3.4.4, above.

3.6.2 Medium-Density Residential Development Standards

The development standards for medium-density residential uses set forth in Section 3.4.7, above, shall govern the development of medium-density residential uses in the Medium-Density Residential District.

3.6.3 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.6.4 Relationship to the Zoning Ordinance

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to the medium-density residential and related uses allowed within the Medium-Density Residential District in accordance with this Section 3.6 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply.

3.6.5 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section (Residential Zoning Districts) and Article 3, Section14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.6.1, above, except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or permitted by State law.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.7 Public Park District Development Standards

The Public Park District, as shown on Figure 2-1 (Land Use Plan) has been established to provide land for public parks.

3.7.1 Permitted Uses

1. Recreation facilities
2. Access and service roads
3. Community garden/farmers market
4. Dog parks
5. Gazebos and other shade structures
6. Hiking and biking trails
7. Lakes, pools and ponds
8. Outdoor event area/lawn
9. Parking lots

10. Picnic areas and associated facilities, including bar-b-ques, seating, shade structures, etc.
11. Recreation/community center, clubhouse, cultural/events center
12. Refreshment/concessions stands
13. Restroom facilities
14. Flood control facilities
15. Utility easements and rights of way
16. Public utility substations, reservoirs and pumping plants, not including offices.

3.7.2 Uses Permitted Subject to a Conditional Use Permit

1. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
2. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
3. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of the Los Alamitos Race Course).

3.7.3 Development Standards

1. Minimum Parcel Area No minimum.
2. Minimum Parcel Depth: No minimum.
3. Minimum Parcel Width: No minimum.
4. Building Site Coverage: No maximum.
5. Building Setbacks:
   a. Front: 10 feet
   b. Rear: 5 feet
   c. Side (interior or between buildings): Single Story - 5 feet; Two Stories- 10 feet
   d. Street Side: 10 feet.

3.7.4 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 8 (Special Purpose Zoning Districts) and Article 3, Section14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.7.1 and 3.7.2, above, except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan.

3.8 Public Park Overlay

A 2-acre public park, as shown on Figure 2-1(Land Use Plan), has been designated as a land use overlay (Public Park Overlay) within the Mixed-Use (Town Center/HDR) District, provided that this additional required public park space may be located (a) in any Land Use District or multiple Land Use Districts and (b) adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there. The precise location(s) of these 2 additional acres of public park space will be determined based on the development projects proposed in the Specific Plan Area. Parks are a permitted land use in all of the Land Use Districts.

Notwithstanding anything to the contrary in this Chapter 3, the provisions of Section 3.7, above, for the Public Park District shall govern the use and development of public park space within the Public Park Overlay.

3.9 Tree Replacement

Existing trees within the Specific Plan Area may be removed, provided that any such proposed tree removal for a development project shall be described in the site plan review application for such project for informational purposes. If any such trees are removed, such trees will be replaced onsite with an equivalent number of specimen trees (48" box or larger) to be planted as part of the landscaping for the applicable development project. These replacement trees shall be planted in addition to normal tree planting requirements.

3.10 Building Height Notification/Restriction

The Specific Plan Area is located in proximity to the Joint Forces Training Base, Los Alamitos (JFTB), which is governed by the Airport Environs Land Use Plan (AELUP) for the JFTB. The Planning Area for the JFTB in the AELUP includes the area that lies above or penetrates the 100:1 Imaginary Surface, which is graphically shown in Appendix D to the AELUP, as well as Exhibit SAF-7 in the Safety Element of the City's General Plan. As those graphics reflect, a portion of the Specific Plan Area is located within the area where the construction of improvements could potentially penetrate the 100:1 Imaginary Surface, which would require notification to the Federal Aviation Administration and could result in a reduction in the height of proposed improvements.

4 SUSTAINABLE GUIDELINES

4.1 Introduction

One of the goals of this Specific Plan is to encourage the conservation of natural resources by requiring consideration of sustainable design strategies and conservation measures with respect to development projects proposed within the Specific Plan Area. Accordingly, the applicants for new development projects within the Specific Plan Area will consider the sustainable design strategies and conservation measures described in this chapter, as well as the California Green Building Standards Code and the City's Residential Green Building Suggestions and Water Efficient Landscape Guidelines. While appropriate sustainability strategies and conservation measures will be determined on a project-by-project basis, such strategies may include, but are not limited to, the following:

4.2 Storm Water Management

1. Use pervious paving materials wherever possible to filter storm water runoff and facilitate groundwater recharge.
2. Divert storm water runoff into detention basins to increase groundwater recharge, reduce drainage runoff, and control the rate of storm flows from the site.
3. Encourage the use of storm water management best practices, including infiltration basins, bioswales and biotreatment.

4.3 Landscaping

1. Prioritize the use of native and drought tolerant plant species to reduce water demand.
2. Limit the use of turf as groundcover and encourage water-conserving native groundcovers or perennial grasses, shrubs, and trees.
3. Encourage the use of automated irrigation systems that respond to changing weather conditions and irrigate by hydrozone.
4. Encourage the use of micro-irrigation techniques such as high efficiency, xeriscape irrigation systems that reduce the amount of water devoted to landscaped areas, and utilize drip and bubbler irrigation and low-angle, low-flow nozzles on spray heads.
5. Promote the use of mulch and environmentally friendly fertilizers to promote healthy soil and growing conditions.
6. Provide landscaped shade canopies to reduce the heat island effect in surface parking areas.
7. Provide a landscape palette that prioritizes non-evasive plant species.

4.4 Building Materials

1. Encourage the use of locally sourced building materials.
2. Use renewable or recycled building materials to the extent feasible. Such materials may include flooring alternatives like bamboo, wheatboard, and cork. Linoleum, exposed concrete, and recycled- content ceramic tiles are also desirable materials.
3. Encourage the use of insulation that consists of recycled content, such as cellulose, newspaper, or recycled cotton.

4.5 Indoor Air Quality

1. Use flooring and insulation products that are low emitters of volatile organic compounds (VOC) and formaldehyde.

2. Use low- and zero-VOC paints, finishes, adhesives, caulks, and other substances to improve indoor air quality and reduce the harmful health effects of off-gassing.

4.6 Lighting

1. Encourage the use of low-contrast lighting, low-voltage fixtures and energy-efficient bulbs, such as compact fluorescent and light emitting diodes.
2. Promote the use of lights with automated occupancy sensors in nonresidential buildings that automatically shut off when rooms are unoccupied.
3. Utilize solar-powered lights in landscaped areas for energy savings where possible.

4.7 Building Envelope

1. Install radiant barriers to reduce summer heat gain and winter heat loss.
2. Use natural ventilation techniques, such as operable windows, to take advantage of airflow for cooling interiors and reduce energy demand.
3. Use passive design to improve building energy performance through skylights, building orientation, landscaping and colors.
4. Consider reducing heat gain with the use of "cool roofs" that are painted with a highly reflective coating or employ light-colored materials.
5. Utilize water- and energy-saving fixtures and appliances, such as showerheads, toilets, washing machines, clothes dryers, refrigerators, and dishwashers certified as Energy Star compliant.
6. Encourage the use of recirculating hot water systems, which reduce the need to heat water, or tankless water heaters that heat water as needed instead of storing hot water in tanks, thereby reducing standby energy use.
7. Utilize a minimum insulation value of R30 in ceilings to reduce the need for additional heating and cooling.
8. Utilize programmable thermostats to provide more efficient and effective heating and cooling.

4.8 Water Conservation

1. Install sensor-operated faucets in public restrooms.
2. Utilize dual flush or other toilets using less than 1.6 gallons per flush.
3. Consider waterless urinals in public restrooms and in nonresidential buildings.

4.9 Energy Conservation

1. Utilize energy-efficient windows, such as models with spectrally selective low-e glass and with wood, vinyl, or fiberglass frames.
2. Utilize efficient building materials that take advantage of heat storage or thermal mass to reduce energy needed for heating and cooling interiors.
3. Reduce the number and area of east and west facing windows to reduce heat gain.
4. Insulate domestic hot water pipes where feasible.
5. Insulate attics.
6. Use dual pane and tinted windows where appropriate.

4.10 Heating, Ventilation and Air Conditioning

1. Design and install heating, ventilation, and air conditioning (HVAC) systems according to the standards provided by the Air Conditioning Contractors of America handbooks or other comparable high-performance HVAC standards.
2. Install sealed-combustion/sealed-duct furnaces and water heaters for increased efficiency and indoor air quality.

3. Install only Energy Star-qualified ceiling fans to circulate air and reduce the demand on heating and cooling systems.
4. Locate windows in a manner that promotes natural cross ventilation.
5. Promote smart climate controls for both residential and commercial buildings to efficiently regulate temperature controls.

5 IMPLEMENTATION

5.1 Authority and Scope

This Specific Plan has been prepared pursuant to the provisions of California Government Code (Government Code), Title 7, Article 8, Section 65450 et seq., which grants a local planning agency the authority to prepare a specific plan for the systematic implementation of a general plan for all or a portion of the area covered by the general plan. Pursuant to Section 65451 of the Government Code, a specific plan is designed to identify the proposed distribution, location and extent of land uses and major components of public and private facilities needed to support those land uses, as well as standards and criteria by which development will proceed and a program of implementation measures necessary to carry out contemplated development.

This Specific Plan serves as the policy and regulatory document for development within the Specific Plan Area and essentially sets forth the zoning for the Specific Plan Area. All development within the Specific Plan Area shall be consistent with the standards and regulations set forth in this document. Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, landscaping and tree removal) that are different from what would otherwise be allowed on property within the applicable land use district pursuant to the Cypress Zoning Ordinance (Zoning Ordinance), this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance, as more specifically discussed in Chapter 3 (Development Standards) with respect to each Land Use District. Where no such conflict exists and/or the Zoning Ordinance includes a less restrictive standard or requirement than this Specific Plan, the requirements in the Zoning Ordinance with respect to such standard or requirement shall apply, as more specifically discussed in Chapter 3 (Development Standards) with respect to each Land Use District.

5.2 Purpose of the Specific Plan

This Specific Plan serves a planning and regulating function to provide for the orderly growth and development of the Specific Plan Area. It is the intent of this Specific Plan to establish development standards, regulations and guidelines that will ensure quality development within the Specific Plan Area that (a) contributes to the City's employment and revenue base, (b) permits the development of a vibrant town center that will become a destination and gathering place for the community, (c) designates a land use district for two public parks on approximately 18 acres of land and a public park overlay for an additional 2 acres of public park space, for a total of approximately 20 acres of public park space, (d) provides a variety of housing opportunities, (e) is generally consistent with the applicable goals and policies of the General Plan, and (f) is compatible with surrounding land uses. The development standards, regulations and guidelines, and the related public and private facility plans, establish a comprehensive development program for the Specific Plan Area.

5.3 Relationship of this Specific Plan to the Existing Specific Plan

This Cypress Town Center and Commons Specific Plan 3.0 supersedes and replaces the 2018 Specific Plan, and the 2018 Specific Plan has been repealed and has no further force or effect.

5.4 Relationship of the Specific Plan to the General Plan

Pursuant to Section 65454 of the Government Code, a specific plan shall be consistent with the local jurisdiction’s general plan. The development standards, regulations and guidelines in

this Specific Plan are generally consistent with the applicable goals and policies in the Cypress General Plan, as discussed in Chapter 6.

5.5 California Environmental Quality Act Compliance

In accordance with "Measure D", the 2018 Specific Plan was approved by the voters of the City of Cypress on June 5, 2018 as part of a ballot initiative titled "Measure A" and referred to as the "Cypress Town Center and Commons 2.0 Initiative". For that reason, no environmental review under the California Environmental Quality Act (CEQA) was required in connection with the 2018 Specific Plan (14 Cal. Code Regs. § 15378(b)(3)). However, discretionary approvals for development projects proposed within the Specific Plan Area under this Specific shall be subject to environmental review under CEQA, unless such development project is exempt from environmental review pursuant to the CEQA statute or the State CEQA Guidelines or to the extent that environmental review under CEQA has already been completed for such development project.

This Specific Plan was prepared in connection with the City's Housing Element Implementation Project (Implementation Project), which implements the City's updated 2021–2029 Housing Element that the City Council adopted on June 27, 2022. The updated Housing Element includes the addition of 676 multi-family residential units within portions of the Specific Plan Area beyond the number of multi-family residential units permitted under the 2018 Specific Plan. This necessitated the repeal of the 2018 Specific Plan and its replacement with this Specific Plan. Pursuant to the 2018 Specific Plan, City of Cypress voters most approve this Specific Plan. In accordance with the CEQA, the City prepared a Draft Program Environmental Impact Report (Draft PEIR) for the Project that, among other things, analyzed the environmental impacts associated with the additional 676 multi-family residential units allowed in the updated Housing Element on portions of the Specific Plan Area. The City circulated the Draft PEIR for public comment on May 7, 2024, for a 45-day review period. The City responded to comments on the Draft PEIR and incorporated the comments and responses into the Final Program Environmental Impact Report for the Implementation Project, which the City Council certified on July 8, 2024. On July 8, 2024, the City Council also approved the Implementation Project pursuant Resolution No. _____, subject to voter approval of this Specific Plan.

On November 5, 2024, the voters of the City of Cypress approved this Specific Plan pursuant to a ballot initiative titled "Measure ___" and referred to as the "Cypress Town Center and Commons Housing Initiative." As a result of that voter approval, this Specific Plan superseded and replaced the 2018 Specific Plan.

5.6 Amendments and Adjustments

5.6.1 Amendments

Notwithstanding anything to the contrary in Section 65453(a) of the Government Code, this Specific Plan may only be amended or repealed by a vote of the people. However, notwithstanding anything to the contrary in this Section 5.6 or any other provision of this Specific Plan or "Measure ___", a vote of the people shall not be required with respect to a proposed adjustment of this Specific Plan in accordance with Section 5.6.2, below.

5.6.2 Adjustments

This adjustment procedure is established to allow the Director of Community Development to approve modifications to this Specific Plan that do not substantially alter the distribution, location, extent or density of the uses, improvements and facilities required pursuant to this Specific Plan, in accordance with the procedures set forth in Section 4.19.050 (Adjustments) of the Cypress Zoning

Ordinance (or any successor ordinance), provided that, notwithstanding anything to the contrary in Section 4.19.050 (or any successor ordinance), (a) the Director of Community Development shall be required to approve any requested adjustment if the following findings can be made in a positive manner: (i) the proposed adjustment is generally consistent with the intent of this Specific Plan and (ii) the proposed adjustment is one of the permitted adjustments described below, and (b) in the event that an application or applications are submitted to the City for a development project that request multiple entitlements, including one or more requested adjustments, then the City Council, acting as the City's planning agency, shall have original jurisdiction with respect to such adjustment(s) and shall consider and take action on the requested adjustment(s) together with the other requested entitlements. The approval of an adjustment pursuant to this Section 5.6.2 does not constitute an amendment to the Specific Plan and does not require a vote of the people.

The adjustments allowed shall be limited to the following:

1. Changes in the boundaries of any Land Use District or Subdistrict that result in less than a 10% change in the original acreage within any Land Use District Areas, provided that (a) in no event shall the Public Park District include less than 18 acres of land and (b) in no event shall the size of the Public Park Overlay be less than 2 acres.
2. The transfer of up to 5% of the number of residential units allowed or required in a Residential Subdistrict, the Senior Housing/Medium-Density Residential District, the Mixed-Use (Town Center/MFR) District, the Mixed-Use (Town Center/HDR) District or the Medium-Density Residential District to the other Residential Subdistrict and/or such other Land Use District(s), provided that the total number of residential units in the Residential District, the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.
3. The following modifications in development standards:
    a. To reduce a lot, yard or setback, or building area requirement by not more than 20% of that otherwise specified in this Specific Plan.
    b. To increase the floor area for non-residential uses within the Mixed-Use (Town Center/HDR) District or the Mixed-Use (Town Center/MDR) District by not more than 10% of that otherwise specified in this Specific Plan.
    c. To increase the height of structures by not more than 10% of that otherwise specified in this Specific Plan, but only with respect to non-town center structures located in the Mixed-Use (Town Center/MDR) District, non-town center structures located in the Mixed-Use (Town Center/HDR) District and structures located in the Public Park District or the Public Park Overlay.
    d. To decrease the landscape area requirements by not more than 10% of that otherwise specified in this Specific Plan.
    e. To increase the maximum allowable parcel coverage by not more than 10% of that otherwise specified in this Specific Plan.
    f. To increase the allowed projection of eaves, fireplaces, landings, masonry chimneys, overhangs, stairways, and steps into any required front, side, or rear setback or width between structures by not more than 10% of that otherwise specified in this Specific Plan.
    g. To decrease the required interior side setback for uses within the Residential District to a minimum of three feet for the purpose of constructing a room addition to the primary dwelling unit. The room addition shall maintain the same or greater setback distance from the interior side parcel line as the primary dwelling. Garages

and other accessory structures shall not be used to justify a reduced interior side setback.

4. Modifications to the conceptual layout of circulation and infrastructure plans shown in Figures 2-3, 2-4 and 2-5 in Chapter 2 of this Specific Plan, the sizing of infrastructure facilities and the width of street sections, based on more detailed site planning, traffic studies, environmental review and/or civil engineering.
5. Other minor modifications to, or minor relief from, the standards, regulations, requirements and restrictions in this Specific Plan as the Director of Community Development finds is consistent with the intent of this Section and similar to the permitted adjustment described above.

5.7 Administration

Although every effort has been made to include provisions in this Specific Plan that are clear, the necessity of interpreting such provisions in light of specific and unusual cases may occur from time to time. When such interpretation is necessary, the Director of Community Development shall be responsible for the interpretation of the provisions of this Specific Plan, subject to appeal to the City Council. The Director of Community Development shall be the City administrator responsible for enforcing the standards, regulations and procedures set forth in this Specific Plan. The Director of Community Development shall have the administrative authority for interpretation related to the enforcement of this Specific Plan.

5.8 Site Plan Review

This Specific Plan shall be implemented through site plan review. A site plan shall be required for (1) all residential construction within the Specific Plan Area, with the exception of Qualifying Multi-Family Residential Projects (as defined in Section 5.8.7, below), new accessory buildings or structures, such as garages, carports, swimming pools and sheds, room additions, alterations to existing buildings and structures and similar construction that comply with all applicable development standards, and except as otherwise provided under State law, and (2) all non-residential and mixed-use construction of new buildings or additions to existing non-residential and mixed-use buildings within the Specific Plan Area, with the exception of new buildings, building additions and accessory buildings that do not exceed 3,000 square feet.

The approval of site plan review shall be required prior to issuance of building permits and, in the event that an application or applications have been submitted to the City for a development project that request multiple entitlements, including the approval of site plan review, then the City Council, acting as the City's planning agency, shall have original jurisdiction with respect to the site plan review application concurrently with its consideration and action on the other requested entitlements. The requirement for site plan review for development projects that require the approval of a subdivision map, but where no developer plan has been proposed, may be satisfied by submitting to the City a site plan that includes only information relating to the existing use, if any, of the applicable property.

The site plan review procedure is necessary for the following reasons:

1. To ensure consistency with the intent of this Specific Plan.
2. To encourage innovative town center and residential design and development.
3. To assure substantial long-range compliance with the General Plan.
4. To adapt to specific or special development conditions that occur from time to time while continuing to implement this Specific Plan.
5. To promote compatibility of uses within the Specific Plan Area.

5.8.1 Procedures

The site plan shall include plans, drawings, illustrations, designs, reports and other detailed information as required herein, and shall be submitted to Planning Division of the Community Development Department for review and comment. Applicants are encouraged to submit preliminary plans for review and comment by the Planning Division prior to the preparation of a final site plan. Comment from other City departments and service agencies shall be sought by the Planning Division prior to the preparation of a recommendation by the Director of Community Development with respect to the final site plan. Following such administrative review, the Director of Community Development shall prepare a staff report with his/her recommendations, which shall be submitted along with the final site plan to the City Council at the earliest possible regular meeting. The City Council shall approve, conditionally approve or disapprove the site plan review in accordance with Section 5.8.5, below.

5.8.2 Environmental Determination

The site plan review process is discretionary, and is therefore potentially subject to the requirements of CEQA. Upon submittal of a site plan review application by an applicant, the Planning Division shall review the same and determine whether environmental review is required under CEQA and, if so, the appropriate level of environmental review. The City Council may not approve the application until such time as any required environmental review under CEQA has been completed and the City Council has adopted or certified, as applicable, the appropriate CEQA document.

5.8.3 Time Limitation

The approval of site plan review in accordance with this policy shall be valid for a period of three years from the effective date of approval. The approval shall lapse after such three-year period unless either (a) the privileges under the site plan review approval have been exercised by the grantee, which privileges shall be deemed exercised if the developer has demonstrated a good-faith intent to proceed with the development of the project in accordance with State law, or (b) before the date on which the site plan review approval will lapse, the grantee or the City files an application to extend such approval in compliance with the following sentence. The Director of Community Development may, in the exercise of his/her sound discretion, extend the duration of a site plan review approval for three additional periods of 12 months each, provided that the extension application is filed with the Community Development Department prior to the expiration date. The Director of Community Development may approve or disapprove an application for the extension of a site plan review approval, subject to appeal to the City Council in accordance with Section 5.27.040 of the Zoning Ordinance. As part of the action, the Director may, in the exercise of his/her sound discretion, also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the applicable development project and surrounding properties.

5.8.4 Site Plan Requirements

A site plan shall consist of plans, drawings, illustrations, designs, and any other detailed information as required to determine compliance with the provisions of the Specific Plan when development projects are proposed on portions of the Specific Plan Area. The following list of plans and information is required:

1. All applicable tentative tract maps or tentative parcel maps.
2. A physical description of the site, including boundaries, easements, existing topography, natural features, existing buildings, structures and utilities.
3. Location, grades, widths and types of improvements proposed for all streets.
4. A site plan depicting the location of all proposed structures, landscape and hardscape areas, parking areas, walks, internal circulation, access, adjacent streets, sign type and

placement and fence/wall type and placement. In addition, elevations (for all sides), a materials board and one set of colored elevations shall be required as part of site plan review.

5. Description of the extent to which design guidelines have been incorporated into the site plan.
6. A tabulation of square footage, area devoted to parking, number of parking spaces, landscape coverage, building coverage, and building or other structure heights for all proposed commercial uses within the Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/HDR) Districts.
7. A tabulation of the number of residential units in any residential project.

5.8.5 Findings for Approval of Site Plan Review

The Director of Community Development shall make a recommendation to the City Council to approve, conditionally approve or deny an application for site plan review based on the following findings, and the City Council shall make all of the following findings in order to approve or conditionally approve any such application:

1. The proposed project is compatible with the intent and purpose of this Specific Plan and the regulations herein.
2. Development pursuant to the site plan will not be materially detrimental to the public health, safety or general welfare.

5.8.6 Compliance with Objective Design Standards

All multi-family residential development within the Specific Plan Area shall comply with the applicable requirements in Section 3.17.310 (Objective Standards For Multi-Family Dwellings) of the Zoning Ordinance, except as otherwise (a) required or permitted by State law or (b) provided under this Specific Plan.

5.8.7 Exception for Multi-Family Residential Projects with Affordable Housing.

A multi-family residential project within the Specific Plan Area where 20 percent or more of the residential units are affordable to a lower income household (Qualifying Multi-Family Residential Project) shall be exempt from the site plan review requirement in this Section 5.8. "Lower income household" shall mean household whose income does not exceed the low-income limits applicable to Orange County, as defined in California Health and Safety Code section 50079.5 and published annually pursuant to Title 25 of the California Code of Regulations, section 6932 (or its successor provision) by the California Department of Housing and Community Development. A Qualifying Multi-Family Residential Project shall be reviewed ministerially for compliance with all applicable objective standards contained in this Specific Plan and the Zoning Ordinance, including, to the extent applicable, Section 3.17.310 (Objective Standards for Multi-family Dwellings) of the Zoning Ordinance.

5.9 Severability

This Specific Plan serves as the implementation tool for the General Plan. In the event that any provision of this Specific Plan or its application to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed separate, distinct and independent, and shall not affect the validity of the remaining provisions of this Specific Plan or applications thereof, which can be implemented without the invalid provision or application.

5.10 Phasing

This section of this Specific Plan sets forth the potential timing and sequence of development within the Specific Plan Area. There are many factors that contribute to the eventual pattern

of development, including adequate level of infrastructure, market considerations, financing and the present operation of Los Alamitos Race Course.

It is the primary intention of this conceptual phasing plan to identify areas that can be developed while the Race Course remains in operation. However, this phasing plan is conceptual and a guideline and does not mandate any particular order of development or dictate any required phasing of infrastructure improvements. The actual phasing of development may be different from the conceptual phasing plan and will be dictated by numerous factors such as market conditions, financing considerations and the timing of the closure of the Race Course that are not predictable at this time. Without limiting the generality of the foregoing, the development of the approximate 4 acres of land currently owned by Seacoast Grace Church may not proceed according to the sequence shown on the Conceptual Phasing Plan.

Figure 5-1 depicts the Conceptual Phasing Plan. Phase 1 is the development of a portion of the Mixed-Use (Town Center/HDR) District and the western Public Park District (other than approximately 1.2 acres in the southwestern corner of the western Public Park District on which a maintenance yard for the Race Course is currently operated, which is anticipated be improved and added to Lexington Park following the closure of the Race Course). Phase 2 includes the development of the northern portion of the Senior Housing/Medium-Density Residential District and the northwest portion of the Residential District. Phase 3 consists of the development of the remainder of the Residential District and the Medium-Density Residential District, the central Public Park District, and additional portion of the Mixed-Use (Town Center/HDR) District and a portion of the Mixed-Use (Town Center/MDR) District. Phase 4 is the development of the remainder of the Mixed-Use (Town Center/HDR) District and the remainder of the Mixed-Use (Town Center/MDR) District.

5.11 Financing

The developers of the Specific Plan Area will be responsible for all onsite improvements and infrastructure with respect to all commercial and residential development thereon and will pay their respective fair shares of any required offsite improvements relating to such development.

Basic funding approaches include, but are not limited to:

- Assessment districts established pursuant to the Municipal Improvement Act of 1913 for construction or acquisition of a wide variety of public improvements.
- Community facilities districts established by public agencies pursuant to the Mello Roos Community Facilities Act of 1982 to construct and provide public services and Improvements.

Improvements and fees that may be financed in this manner include, but are not limited to:

1. Water and sewer facilities
2. Roadways, including landscaping, lighting and signs
3. Storm drains, drainage channels, and retention basins
4. Telephone, gas, electric and cable television facilities
5. Parks, open space and recreational improvements.

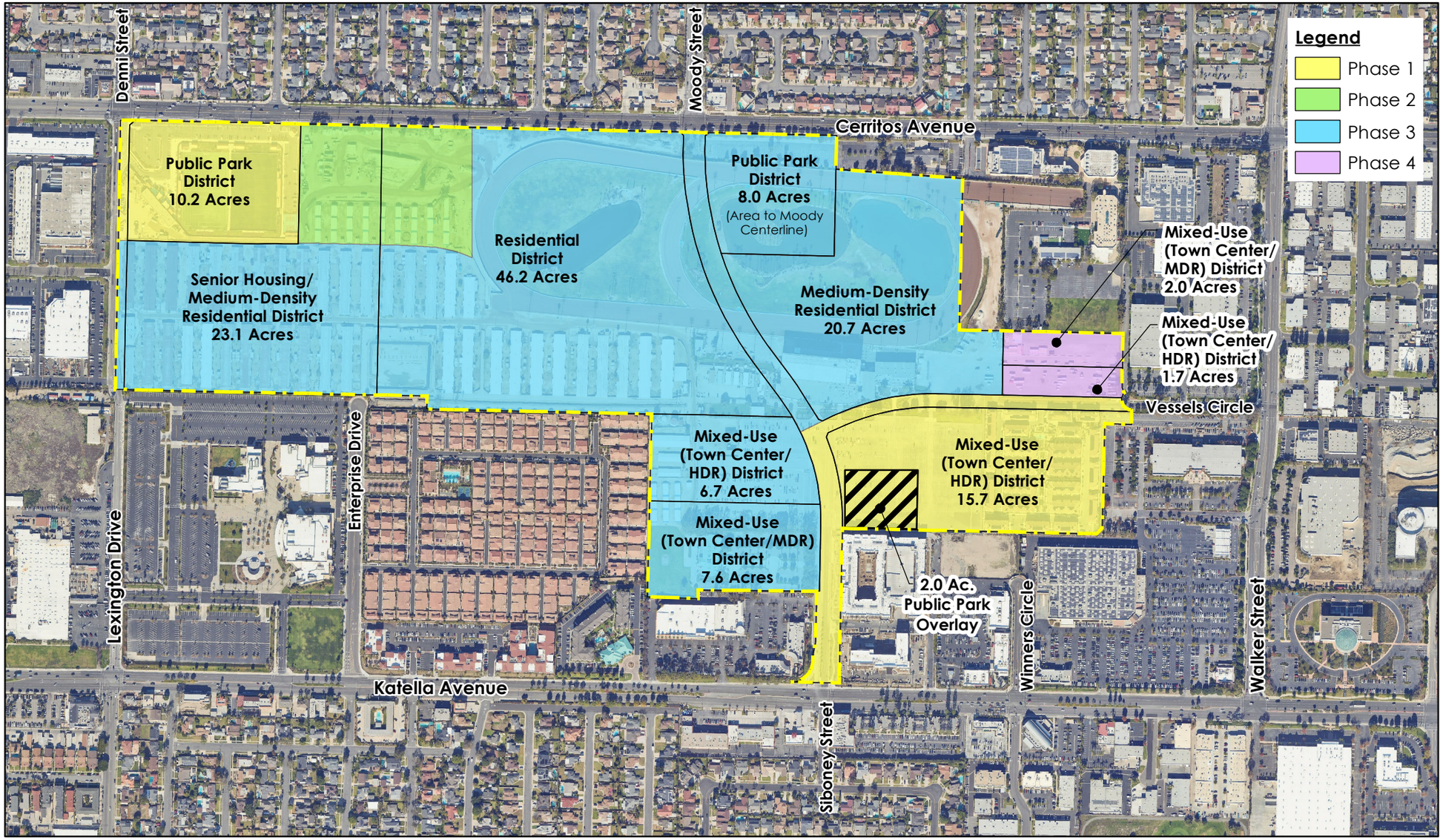


Figure 5-1

Conceptual Phasing Plan

0 300 600

May 2024

6 GENERAL PLAN CONFORMANCE ANALYSIS

6.1 Relationship of Specific Plan to General Plan

This Specific Plan was approved by the voters on November 5, 2024 as part of a ballot initiative titled "Measure ___" and known as the "Cypress Town Center and Commons Initiative 3.0."

The previously established "Specific Plan" land use designation for the Specific Plan Area will allow the eventual development of at least 20 acres of public parks in the City, permit the development of a new town center that is intended to be a gathering place for the entire community, increase the City's tax base and provide significant revenue for the City, establish new employment centers and encourage single-family, multi-family and senior housing and related facilities. The permitted land uses are compatible with the existing adjacent residential, senior housing, church, commercial and retail uses previously developed within and near the Specific Plan Area. This Specific Plan provides specific development standards, regulations and guidelines that will assure quality development and minimize potential land use conflicts with surrounding uses.

The previously established zoning designation of "PC (Planned Community)" for the Specific Plan Area is consistent with the General Plan land use designation of "Specific Plan" for the Specific Plan Area.

The City's 2021-2029 Housing Element includes a State-mandated sites inventory that assigns zoning to facilitate the addition of 3,936 housing units in Cypress (Cypress' Regional Housing Needs Assessment). Voter approval of this Specific Plan was required to modify the permitted uses and development standards for portions of the Specific Plan Area set forth in the 2018 Specific Plan to allow 676 of the additional 3,936 units assigned in the 2021-2029 Housing Element. These modifications include (1) modifying the names of some of the Land Use Districts, (2) changing the permitted residential use in the Medium-Density Residential District (previously a portion of the Residential District and Single-Family Detached Subdistrict in the 2018 Specific Plan) from single-family to multi-family use, (3) increasing the maximum residential density in the Mixed-Use (Town Center/HDR) District (which was previously the Town Center District, the Mixed-Use (Town Center/SFD/MDR) District and a portion of the Mixed-Use (Town Center/MDR) District in the 2018 Specific Plan) to 30 dwelling units/gross acre and (4) increasing the aggregate maximum number of residential units in the Specific Plan Area to 1,926 units (including the 135 residential units previously developed as the Melia Project).

Based on the consistency analysis below, this Specific Plan is consistent with the General Plan.

6.2 General Plan Conformance Analysis

Section 65450 et seq. of the Government Code allows the adoption and administration of specific plans as an implementation tool for elements contained within a general plan. Specific plans must demonstrate consistency between its regulations, guidelines and programs and the local general plan.

This Specific Plan is consistent with the applicable development goals and policies in the General Plan, which is comprised of eight elements, including the Land Use, Circulation, Conservation/Open Space/Recreation, Noise, Housing, Safety, Growth Management and Air Quality Elements. The General Plan elements have been reviewed and their applicable goals and policies addressed as they pertain to development within the six Land Use Districts established hereunder. The general consistency of this Specific Plan with applicable goals and policies in the General Plan is discussed below.

6.2.1 Land Use Element

Applicable Land Use Goals and Policies

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.

Policy LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.

Policy LU-1.4: Locate residential uses within close proximity of commercial centers to encourage pedestrian access, and to provide a consumer base for commercial uses.

Policy LU-1.5: Encourage the development of neighborhood-serving commercial uses in areas of Cypress presently underserved by such uses.

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

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.

Policy LU-2.2: Where residential/commercial mixed use is permitted, ensure compatible integration of adjacent uses to minimize conflicts.

Policy LU-2.7: Encourage the provision of pedestrian linkages between adjacent commercial uses and commercial and residential uses to encourage pedestrian activity and reduce vehicle trips.

Goal LU-3: Revitalize older commercial and residential uses and properties.

Policy LU-3.1: Encourage and continue the use of redevelopment activities in the Civic Center project area, on Lincoln Avenue, and on the Los Alamitos Race Track and former Cypress Golf Club.

Goal LU-4: Improve urban design in Cypress to ensure that development is both architecturally and functionally compatible and to create identifiable neighborhoods, commercial, and business park districts.

Goal LU-5: Ensure that public facilities and services are available to accommodate development allowed under the General Plan and Zoning Ordinance.

Goal LU-12: Establish land use patterns that protect the public from impacts (noise, potential accidents) associated with the Joint Forces Training Center (JFTC) Los Alamitos.

Policy LU-12.3: Continue to prohibit new residential development on existing vacant land within the 65 CNEL contour of the Joint Forces Training Center (JFTC) Los Alamitos.

Goal LU-14: Attract high quality businesses to Commercial and Business Park areas.

Policy LU-14.3: Assist in the development of the property surrounding the Los Alamitos Race Course by providing site marketing and city permit procedure assistance.

Goal LU-17: Facilitate the expansion of the local serving retail sector.

Method of Implementation

This Specific Plan is consistent with the goals and policies described above. The Specific Plan Area is located in an area of Cypress developed with residential, commercial, retail, business park, and light industrial uses. Business parks have previously been developed on the east and west sides of Walker Street and west of Lexington Drive. There is an existing residential neighborhood north of Cerritos Avenue. The area along the north side of Katella Avenue includes existing and approved commercial, retail and senior housing uses. The area south of Katella Avenue includes commercial and retail development, and beyond that a residential area. Multiple churches are located in and adjacent to the Specific Plan Area.

The implementation of the Specific Plan will revitalize the entire Specific Plan Area, which includes the Race Course Property and the Golf Course Property, sites that the Land Use Element specifically target for redevelopment. The establishment of the Residential District will encourage the development of a variety of high-quality housing in close proximity to the multiple planned public parks and town center within the Specific Plan Area and other commercial/retail uses along Katella Avenue. The Mixed-Use (Town Center/HDR) District and Mixed-Use (Town Center/HDR) District (Mixed-Use Districts) will facilitate the development of a vibrant town center and gathering place for the community that includes a balanced mix of retail, entertainment, commercial and residential uses. The Mixed-Use Districts, the Medium-Density Residential District and the Senior Housing/Medium-Density Residential District allow significant opportunities for medium-density and higher-density residential development to meet the City's regional housing needs as reflected in its 2021-2029 Housing Elements. The Public Park District and Public Park Overlay provides for multiple public parks with opportunities for active and passive recreation for all ages in close proximity to residents. The Senior Housing/Medium-Density Residential District allows housing and related care facilities for seniors, a growing demographic group, as well as medium-density residential uses.

Future development within the Senior Housing/Medium-Density Residential District and the Single-Family Detached and Single-Family Attached Subdistricts will provide a variety of housing in close proximity to the commercial and open space uses in the Public Parks and Mixed-Use Districts. In addition, both Mixed-Use Districts permit the development of residential housing integrated with neighborhood commercial and retail services. Trails and greenways will connect the residential Subdistricts and Senior Housing/Medium-Density Residential District, and provide convenient pedestrian and bike access to the public parks and town center areas. The Mixed-Use Districts are located adjacent to existing retail and commercial developments and encourages growth of retail commercial uses. Retail and commercial development within the Mixed-Use Districts will create a desirable and sustainable commercial center for future residents within the Specific Plan Area as well as the surrounding communities.

The new development permitted under this Specific Plan will be compatible with the existing and approved uses in the surrounding area. The mix of retail, entertainment, commercial and residential uses permitted in the Mixed-Use Districts is consistent with the existing and approved commercial and retail uses on both sides of Katella Avenue. The residential uses permitted in the Residential District and the Senior Housing/Medium-Density Residential District are consistent with the existing residential uses to the north of Cerritos Avenue and south of Katella Avenue, as well as the senior housing community to be developed adjacent to the Specific Plan Area. The development standards that govern the Residential District and the Senior Housing/Medium-Density Residential District ensure that residential development adjacent to Cerritos Avenue will be compatible with the existing residential neighborhood to the north of Cerritos Avenue. In addition, the senior housing and medium-density residential uses permitted in the Senior Housing/Medium-Density Residential District are fully compatible with

the approved senior housing and commercial/retail uses to the southeast along Katella Avenue.

The development standards, regulations and guidelines in this Specific Plan will also ensure sensitive transitions between the various retail, commercial, residential and open-space uses within the Specific Plan Area, and between those uses and the surrounding residential, commercial, retail and business park uses.

The Residential District is located adjacent to the Public Park and Mixed-Use Districts, allowing convenient pedestrian access to the central public park and retail/entertainment area.

The establishment of the Land Use Districts, together with development standards, regulations and guidelines in this Specific Plan, will ensure that development within the Specific Plan Area is both architecturally and functionally compatible with surrounding uses and create identifiable residential neighborhoods and commercial districts. The Residential District contains two Subdistricts that will create distinct, identifiable neighborhoods that are compatible with the character of nearby residential neighborhoods. The Mixed-Use Districts will attract high-quality businesses and will serve as a public gathering place for the community.

As described in Chapter 2 (Development Plan), the Circulation, Water, Wastewater and Drainage Plans for the Specific Plan Area will ensure that public facilities and services are available to accommodate the development allowed under this Specific Plan.

Development pursuant to this Specific Plan will be consistent with the height and noise limitations and notification requirements in the Airport Environs Land Use Plan (AELUP) for the Joint Forces Training Base, Los Alamitos (JFTB), as described in the Safety Element of the General Plan (where it is identified by its former name, the Joint Forces Training Center), and therefore will not constitute an aviation hazard. No portion of the Specific Plan Area where residential uses are permitted is located in an area of noise incompatibility for residential uses (i.e., within the 65 CNEL contour in the AELUP). All future development within the Specific Plan Area will be consistent with the applicable height and noise limitations associated with the JFTB.

6.2.2 Circulation Element

Applicable Circulation Goals and Policy

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.

> *Policy CIR 1.3: Encourage development which contributes to a balanced land use, which in turn serves to reduce overall trip lengths (i.e., jobs/housing balance, locate retail in closer proximity to resident/patrons).*

Goal CIR-2: To facilitate alternative modes of transportation, including public transportation, bicycles, ridesharing, and pedestrians, to support the land use plans and related transportation needs.

Method of Implementation

This Specific Plan is consistent with the General Plan Circulation Element goals and policies described above. The Circulation Plan described in Section 2.3 of this Specific Plan depicts the backbone circulation improvements within the Specific Plan Area. The Land Use Districts established in this Specific Plan are organized such that residential uses are located in close proximity to employment centers and retail uses, thereby promoting alternative forms of transportation (e.g., walking and cycling) and reducing vehicle miles traveled. The development of neighborhood entertainment and retail uses within the Mixed-Use Districts will also reduce vehicular trip generation by providing local employment opportunities and retail and entertainment destinations within walking distance from nearby residential neighborhoods.

Primary access to the Specific Plan Area will be from Katella Avenue, which is designated as a Major Arterial in the Circulation Element of the General Plan, Cerritos Avenue, which is designated as a Primary Arterial in the Circulation Element, and the extension of Vessels Circle. Additional access to the site may be provided by Enterprise Drive and Lexington Drive. The Circulation Plan includes backbone circulation improvements for the Specific Plan Area. These improvements include the extension of Moody Street south of Cerritos Avenue, the extension of Vessels Circle to the west, the extension of Siboney Street north of Katella Avenue, as well as the future required widening of Lexington Drive adjacent to the Specific Plan Area.

Individual development projects within the Specific Plan Area will be required to conform to applicable City standards and criteria, including the City's street standards and other requirements relating to traffic circulation.

Greenways and pedestrian and biking trails are envisioned to facilitate alternative modes of transportation by connecting the Residential District to the central public park and town center areas and the Senior Housing/Medium-Density Residential District to the western public park. In addition, the Mixed-Use Districts are envisioned as pedestrian-friendly entertainment and retail destinations, designed for patrons to stroll by the various businesses.

6.2.3 Conservation/Open Space/Recreation Element

Applicable Conservation/Open Space/Recreation Element Goals and Policies

Goal COSR-1: Conserve ground water and imported water resources.

> *Policy COSR 1.2 Promote the use of native trees in landscaping to conserve water resources.*
>
> *Policy COSR 1.3: Protect groundwater resources from depletion and sources of pollution.*
>
> *Policy COSR 1.4: Conserve imported water by utilizing water conservation techniques, water conserving appliances, and drought-resistant landscaping.*

Goal COSR-3: Conserve energy resources through the use of available technology and conservation practices.

> *Policy COSR-3.1: Encourage innovative site planning and building designs that minimize energy consumption by taking advantage of sun/shade patterns, prevailing winds, landscaping, and building materials.*
>
> *Policy COSR-3.2: Encourage new development and existing structures to install energy saving features.*

Goal COSR-4: Reduce solid waste produced in the City.

Goal COSR-6: Provide recreation/park facilities and programs for all those who live and work in Cypress.

Policy COSR-6.1: Continue to require new developments to provide recreational opportunities for their residents in accordance with the City's park standard, three acres of parkland per 1,000 residents.

Policy COSR-6.6: Design new and renovated parks for convenient and accessible use by handicapped, elderly, and otherwise less mobile persons within the community.

Goal COSR-8: Preserve open space resources to maintain the high quality of life in Cypress.

Policy COSR-8.1: Continue to ensure that adequate useable private open space is provided in residential developments, and that such areas are maintained as open space into perpetuity.

Policy COSR-8.2: Promote visually pleasing landscaped corridors and a sense of spaciousness throughout the community.

Method of Implementation

This Specific Plan is consistent with all of the Conservation/Open Space/Recreation Element goals and policies described above. The development standards in Chapter 3 and the sustainable guidelines in Chapter 4 (Sustainable Guidelines) of this Specific Plan set forth the development standards, setback requirements and guidelines that can be utilized to ensure that water and energy conservation features are integrated into development projects within the Specific Plan Area. Specifically, Chapter 4 discusses development options that will improve conservation of resources. Section 4.2 sets forth methods to reduce storm water runoff and improve water quality and groundwater recharge. The guidelines identified in Section 4.8 assist in the conservation of water resources. Section 4.3 encourages the use of native and drought tolerant plants and the use of efficient irrigation systems that reduce water demand. The guidelines contained in Sections 4.4, 4.5, 4.6, and 4.7, relate to the use of certain building materials, indoor air quality, lighting, and building envelope considerations to promote specific methods of conservation and energy efficiency. Solid waste generated by the project would be required to comply with Chapter 12 of the Cypress Municipal Code, as well as the Source Reduction and Recycling Element and AB 939, consistent with the General Plan.

The Specific Plan provides for a minimum of 20 acres of public park space that will be permanently maintained as open space. Additional private open space and recreational facilities are envisioned in the Senior Housing/Medium-Density Residential District, the Single-Family Attached Subdistrict and potentially in the Single-Family Detached Subdistrict, the Medium-Density Residential District, the Mixed-Use (Town Center/MDR) District and the Mixed-Use (Town Center/HDR) District. The ample open space within the Specific Plan Area is consistent with Policy COSR-6.1 that new development projects *provide recreational opportunities for their residents in accordance with the City's park standard of three acres of parkland per 1,000 residents.* The open space and parklands envisioned in the Specific Plan Area will enhance the quality of life for all residents by providing various opportunities of passive and active recreation.

6.2.4 Noise Element

Applicable Noise Element Goals and Policy

Goal N-1: Reduce noise impacts from transportation noise sources.

Goal N-2: Incorporate noise considerations into land use planning decisions.

Goal N-3: Minimize noise spillover from commercial uses into nearby residential neighborhoods.

Goal N-4: Minimize the noise impacts associated with the development of residential units above ground floor commercial uses in mixed use developments.

Method of Implementation

This Specific Plan is consistent with all of the General Plan Noise Element goals and policy described above. Noise levels would also have to comply with the applicable standards in the General Plan Noise Element and the City's Noise Ordinance, as well as the applicable noise requirements in the Airport Environs Land Use Plan for the Joint Forces Training Base, Los Alamitos. The development standards in Chapter 3 of this Specific Plan, including the building setback requirements set forth therein, will soften and buffer development from surrounding noises generated by existing or future development projects.

It is anticipated that residential and related development in the Residential, Senior Housing/Medium-Density Residential, Medium-Density Residential, Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/SFR/MDR) Districts will be oriented away from potentially excessive noise-producing non-residential uses. Similarly, non-residential uses in the Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/HDR) Districts will be developed in a manner that minimize noise impacts on future residents. In order to minimize any noise impacts on residents associated with the development of residential units above ground-floor commercial uses in the Mixed-Use Districts, the permitted non-residential uses anticipated on the ground floor will be retail uses that have minimal noise impacts.

As previously discussed, no portion of the Specific Plan Area where residential uses are permitted is located within 65 dB CNEL Contour for the JFTB, consistent with Land Use Element Policy LU-12.3.

6.2.5 Housing Element

Applicable Housing Element Goals and Policies

Goal HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.

> *Policy HOU-3.4: Facilitate the development of senior housing with supportive services.*
>
> *Policy HOU-3.6: Encourage use of sustainable and green building design in new and existing housing.*

Goal HOU-4: Ensure the provision of adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs.

> *Policy HOU-4.4: Ensure compatibility of new residential development with existing development to enhance the City's residential neighborhoods.*

Goal HOU-6: Promote equal opportunity for all residents to reside in the housing of their choice.

Policy HOU-6.3: Encourage the provision of adequate housing to meet the needs of families of all sizes.

Method of Implementation

This Specific Plan is consistent with all of the Housing Element goals and policies described above. The Single-Family Detached and Single-Family Attached Subdistricts , Senior Housing/Medium-Density Residential District, Mixed-Use (Town Center/MDR) District, Mixed-Use (Town Center/HDR) District and Medium-Density Residential District provide for a wide variety of housing opportunities to address a cross-section of housing needs in the community. The residential uses permitted in the Single-Family Detached Subdistrict and the Senior Housing/Medium-Density Residential District are compatible with the existing residential neighborhood north of Cerritos Avenue.

Chapter 4 sets forth a list of sustainable guidelines for all development within the Specific Plan Area, and new residential projects within the Specific Plan Area will also be subject to the California Green Building Standards Code and the City's Residential Green Building Suggestions and Water Efficient Landscape Guidelines. This Specific Plan authorizes the development of up to 1,926 dwelling units within the Specific Plan Area and therefore meets the City's goals and policies to meet the need of existing and future residents.

More specifically, the Residential, Senior Housing/Medium-Density Residential, Mixed-Use (Town Center/MDR), Mixed-Use (Town Center/HDR) and Medium-Density Residential Districts offer a range of housing types that provide housing options for a broad range of individuals and families of all sizes and ages. This ensures a balanced approach to meeting housing needs of both renter and owner households. The housing types contemplated by this Specific Plan are intended to provide housing options at a range of price levels and promote equal opportunity for all residents to reside in the housing of their choice. The establishment of the Senior Housing/Medium-Density Residential District and the Mixed-Use (Town Center/MDR) District provides an opportunity to develop additional senior housing and related uses to complement the senior housing in the adjacent Barton Place project (now known as Ovation at Flora Park).

6.2.6 Safety Element

Applicable Safety Element Goals

Goal SAF-1: Protect residents, workers, and visitors from flood hazards, including dam inundation.

Goal SAF-2: Protect life and property in Cypress from seismic events and resulting hazards.

Goal SAF-3: Minimize risks to life and property associated with the handling, transporting, treating, generating, and storing of hazardous materials.

Goal SAF-4: Minimize property damage and injury to persons from underground pipeline hazards.

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.

Goal SAF-6: Maintain the police department's high quality of service to the City.

Goal SAF-7: Use good design as a means to promote human safety.

Goal SAF-8: Protect Cypress residents from air operation accidents.

Method of Implementation

This Specific Plan is consistent with all of the Safety Element goals described above. This Specific Plan provides for an evaluation of public services and development within the Specific Plan Area with respect to circulation, water supply, sanitary sewers, drainage, solid waste disposal and energy. An efficient system for each of these services, together with adherence to applicable development regulations, will contribute to public health and safety.

The City of Cypress is in a seismically active region, and within a dam inundation area. Future development within the Specific Plan Area would be required to meet all applicable building codes and standards with regard to dam inundation and seismicity. Any use, storage, or transport of hazardous materials would have to be done in accordance with all applicable federal, State and local laws. Prior to construction, agencies having jurisdiction over underground power lines or pipelines would be consulted to ensure that no damage or injuries result from future construction within the Specific Plan Area. The Orange County Fire Authority currently provides fire suppression services to the Specific Plan Area, and it is anticipated that it would provide service to the entire Specific Plan Area when it is fully developed. The Cypress Police Department currently provides police service to the Specific Plan Area, and it is anticipated that it would continue to provide service to the Specific Plan Area.

As previously discussed, development pursuant to this Specific Plan will be consistent with the height and noise limitations and notification requirements in the Airport Environs Land Use Plan (AELUP) for the Joint Forces Training Base, Los Alamitos (JFTB), as described in the Safety Element of the General Plan (where it is identified by its former name, the Joint Forces Training Center), and therefore will not constitute an aviation hazard. No portion of the Specific Plan Area where residential uses are permitted is located in an area of noise incompatibility for residential uses (i.e., within the 65 CNEL contour in the AELUP). The eastern portion of the Specific Plan Area is located within the 100:1 Imaginary Surfaces area established in the AELUP and currently shown on Exhibit SAF-7 in the Safety Element, which could potentially require notification to the Federal Aviation Administration with respect to certain proposed structures within the Specific Plan Area and a potential reduction in the height of such structures. All future development within the Specific Plan Area will be consistent with the height and noise limitations associated with the JFTB.

6.2.7 Growth Management

Applicable Growth Management Element Goals

Goal GM-1: Reduce traffic congestion.

Goal GM-2: Ensure that adequate transportation facilities are provided for existing and future inhabitants of the City.

Goal GM-4: Strive to maintain the good balance between jobs and housing in Cypress.

Method of Implementation

This Specific Plan is consistent with all of the Growth Management Element goals described above. Section 2.2, Circulation Plan, of this Specific Plan includes standards and requirements to address traffic associated with development in the Specific Plan Area and Figure 2-3 depicts the backbone circulation improvements within the Specific Plan Area and the required dedication to widen Lexington Drive. The Land Use Districts permit a variety of retail/commercial uses, housing and parklands in close proximity to each other, which will help maintain a good jobs/housing balance, promote pedestrian activity and reduce vehicle miles traveled.

The Specific Plan permits a mix of residential and commercial/retail uses that will provide a good balance of jobs and housing, and this combination of residential areas and employment centers will greatly improve the existing jobs/housing balance within the Specific Plan Area, which currently consists of commercial and institutional uses. The development of retail/commercial uses within the Mixed-Use Districts and other Land Use Districts will also reduce vehicular trip generation by providing local employment opportunities and retail/commercial destinations in close proximity to nearby existing and proposed residential neighborhoods.

6.2.8 Air Quality

Applicable Air Quality Element Goals and Policies

Goal AQ-1: Reduce air pollution through proper land use and transportation planning.

Policy AQ-1.3: Locate multi-family developments close to commercial areas to encourage pedestrian rather than vehicular travel.

Policy AQ-1.4: Develop neighborhood parks near concentrations of residents to encourage pedestrian travel to recreational facilities.

Policy AQ-1.5: Encourage design of commercial areas to foster pedestrian circulation.

Goal AQ-2: Improve air quality by reducing the amount of vehicular emissions in Cypress.

Goal AQ-4: Reduce emissions through reduced energy consumption.

Method of Implementation

This Specific Plan is consistent with the Air Quality Element goals and policies described above. It permits a wide range of retail/commercial and residential uses within the Specific Plan Area in close proximity to one another, which will reduce the need for onsite residents to use their vehicles to purchase goods and services available in the Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/HDR) Districts and other nearby retail/commercial sites. In addition, the multiple public parks will be developed in the Public Park District (and, with regard to the Public Park Overlay, elsewhere within the Specific Plan Area) in close proximity to all of the residential areas within the Specific Plan Area and the existing residential neighborhood on the north side of Cerritos Avenue, which will encourage pedestrian travel to recreational facilities. As a result, fewer vehicle trips will be required to parks and other recreational areas in other parts of the City. The town center areas are envisioned as pedestrian-friendly retail and entertainment destinations designed to foster pedestrian circulation. Close proximity between residential and non-residential uses leads to fewer vehicle trips and reduced energy consumption, which in turn results in reduced emission of air pollutants. In addition, transit is available on Katella Avenue.

Chapter 4 (Sustainable Guidelines) sets forth sustainable guidelines to reduce energy consumption.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE FOR THE SUBMISSION OF A MEASURE TO CONSIDER APPROVAL OF AN ORDINANCE TO REPEAL THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0 AND ADOPT THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 3.0 TO MEET THE CITY OF CYPRESS'S REGIONAL HOUSING NEEDS ALLOCATION TO THE VOTERS PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Cypress called a General Municipal Election to be held on November 5, 2024, for the purpose of submitting a Measure to the voters of the City of Cypress to consider approval of an Ordinance to repeal the Cypress Town Center and Commons Specific Plan 2.0 and adopt the Cypress Town Center and Commons Specific Plan 3.0 to meet the City of Cypress's Regional Housing Needs Allocation for their consideration; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city, the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. By Resolution No. _____ approved concurrently herewith, the City Council called for submission of the following question to the voters of the City of Cypress at the General Municipal Election to be held on Tuesday, November 5, 2024:

To address the rising costs of living and high cost of housing (without raising taxes); retain/attract small businesses; maintain local control; meet state housing requirements; provide for housing needs of workers, seniors, and middle-class families, shall the City of Cypress measure to approve an ordinance amending the Cypress Town Center and Commons Specific Plan to allow for 676 additional housing units	Yes
	No

at the Los Alamitos Race Course instead of adding 766 housing units elsewhere in Cypress, be adopted?	

SECTION 2. Pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024 for purposes of considering the above measure to the voters of the City of Cypress.

SECTION 3. That the vote requirement for the above measure to pass is a majority (50%+1) of the votes cast.

SECTION 4. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election, including, but not limited to Section 10418 of Elections Code.

SECTION 5. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 6. That the City of Cypress recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such additional costs.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the county election department of the County of Orange.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 8th day of July 2024.

_____
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 8th day of July 2024; by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "1"
ENVIRONMENTAL IMPACT REPORT

(PROVIDED AS A SEPARATE DOCUMENT)

RESOLUTION NO.

A RESOLUTION OF CITY COUNCIL OF THE CITY OF CYPRESS (1) ADOPTING THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (2) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (SCH NO. 2023040560) FOR THE PROGRAMMATIC UPDATE TO THE CITY'S GENERAL PLAN, LINCOLN AVENUE SPECIFIC PLAN, THE CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0, THE 2012 CYPRESS BUSINESS AND PROFESSIONAL CENTER SPECIFIC PLAN, AND IMPLEMENTING ZONING ORDINANCE; (3) ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM, AND (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City Council of the City of Cypress ("City") has proposed a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the 2012 Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and the Zoning Ordinance (collectively, "Proposed Project");

WHEREAS, the Proposed Project would not directly result in physical development, but instead, includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022 and, in accordance with the California Environmental Quality Act of 1970 ("CEQA"), an Initial Study/Negative Declaration (IS/ND), finding no substantial evidence that adoption of the 2021-2029 Housing Element may have a significant effect on the environment;

WHEREAS, the Proposed Project would update the City's General Plan and Zoning Ordinance, and the LASP to be "internally consistent," meaning any and all conflicts must be acknowledged and resolved;

WHEREAS, in order for the 2021-2029 Housing Element to be internally consistent with the Zoning Ordinance and Specific Plans, the Proposed Project would rezone sites and/or amend the General Plan to accommodate the City's housing needs, as set forth in the 2021-2029 Housing Element;

WHEREAS, the Proposed Project divides the City's Regional Housing Needs Assessment between the CTCC Specific Plan area, the CBPC Specific Plan area, and the LASP area, with the majority of the zoning in the CTCC Specific Plan remaining unchanged, the allowable residential density within several parcels of the CTCC Specific Plan Area increasing up to 30 dwelling units per acre to accommodate a maximum of 676 units, the existing unit cap of 1,250 units would also

be removed to allow development within these districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC Specific Plan area;

WHEREAS, with the aforementioned proposed changes, an estimated 1,791 units could be accommodated within the CTCC Specific Plan area, in addition to the 135-unit Belmont project currently under construction;

WHEREAS, on June 5, 2018, the voters of the City of Cypress approved an initiative titled "Measure A", known as the "Cypress Town Center and Commons 2.0 Initiative" establishing the CTCC Specific Plan and amending the Cypress General Plan, the Cypress Zoning Ordinance and Zoning Map and the Amended and Restated Cypress Business & Professional Center Specific Plan;

WHEREAS, Measure A requires voter approval of any amendment of the CTCC Specific Plan, the Zoning Map or the Zoning Ordinance of the City of Cypress that would permit any land use other than those permitted in Measure A and any related amendment of the General Plan;

WHEREAS, concurrent with the approval of this Resolution, the City Council of the City is approving a Resolution Ordering the Submission to the Qualified Electors of the City of Cypress of a Measure to Consider Approval of an Ordinance to Repeal the Cypress Town Center And Commons Specific Plan 2.0 and adopt the Cypress Town Center And Commons Specific Plan 3.0 to Meet the City of Cypress's Regional Housing Needs Allocation at the General Municipal Election to Be Held on November 5, 2024;

WHEREAS, pursuant to the authority and criteria contained in CEQA, the City, as the Lead Agency, has analyzed the Proposed Project and has prepared an Environmental Impact Report (SCH NO. 2023040560) ("EIR") to evaluate environmental impacts associated with the Proposed Project; to discuss alternatives; and to propose mitigation measures that will minimize, offset, or otherwise reduce or avoid the identified potentially significant environmental impacts;

WHEREAS, in compliance with CEQA Section 21080.4, a Notice of Preparation ("NOP") was prepared by the City and distributed for public comment to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties on April 21, 2023, after which a public scoping meeting was held during the NOP review period at the Cypress Community Center on May 2, 2023; and

WHEREAS, the Draft EIR was subsequently circulated for public review from the required 45 days from May 7, 2024 through June 21, 2024, a copy of the Draft EIR was circulated through the State Clearinghouse (SCH # 2023040560) and posted on the City's website, and was available at the planning counter at City Hall; and

WHEREAS, the public review period for the Draft EIR ended on June 21, 2024; and

WHEREAS, a Final EIR was prepared on the Proposed Project, comments were received on the Draft EIR, and responses to those comments, and well as any appropriate revisions and clarifications to the Draft EIR, were made in response to the comments received in the Final EIR; and

WHEREAS, the City of Cypress Planning/Community Development Department on June 27, 2024, posted a legal notice in compliance with State law and the Cypress Charter concerning the City Council's consideration of the EIR; and

WHEREAS, the EIR was presented to the City Council at its regular meeting on July 8, 2024;

WHEREAS, the opportunity to provide public testimony and evidence, both written and oral, was then provided by and considered by the City Council during a public hearing, which was then closed; and

WHEREAS, the City Council now desires to adopt a resolution (1) adopting the findings required by CEQA Guidelines, Section 15091; (2) certifying the EIR for the Proposed Project; (3) adopting the proposed mitigation monitoring and reporting program, and (4) adopting a statement of overriding considerations, pursuant to the California Environmental Quality Act; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. Administrative Record. All evidence introduced before the City Council at the public hearing on the EIR held on July 8, 2024, are hereby incorporated into the record of this proceeding, including all documents specified under applicable State law, and shall comprise the entire record of proceedings for any claims under CEQA.

Section 3. EIR Contents. The EIR consists of the following:

a. The Final EIR including all Technical Appendices attached;
b. The Draft EIR including all Technical Appendices attached;
c. The Notice of Preparation and comments received in response to the Notice of Preparation;
d. The Mitigation Monitoring and Reporting Program;
e. Additions and corrections to the remaining portions of the Draft EIR that have been made pursuant to public comments and Draft EIR review including all Technical

Appendices attached thereto;

f. Comments received on the Draft EIR with Responses to each of the Comments made;

g. The Notice of Completion and Availability of the Draft EIR for public review; and

g. Any other information added by the Lead Agency.

(All hereafter collectively referred to as the "EIR") The EIR supplements the FEIR, which is included in the administrative record.

Section 4. Accompanying Documents To EIR. Documents that shall accompany and be part of the EIR are:

a. Mitigation Monitoring and Reporting Program;

b. Findings of Fact; and

c. Statement of Overriding Considerations.

Section 5. Certification Of Compliance With California Environmental Quality Act. The City Council does hereby find that the EIR (Exhibit "1" to this Resolution, a copy which is on file with the Planning/Community Development Department), the Findings of Fact and the Statement of Overriding Considerations (Exhibit "2" to this Resolution), and the Mitigation Monitoring and Reporting Program (Exhibit "3" to this Resolution) have been prepared in accordance with requirements of the California Environmental Quality Act, and the CEQA Guidelines.

Section 6. CEQA Findings of Fact, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations.

a. *Adoption of Findings of Fact*. The City Council does approve, accepts as its own, incorporate as if set forth in full herein, and make each and every one of the findings contained in the Findings of Fact, Exhibit "2" of this Resolution, a copy of which is on file in the Planning/Community Development Department.

b. *Certification of Supplemental Environmental Impact Report*. The City Council certifies that (1) the EIR has been completed in compliance with CEQA; (2) that it has reviewed and considered the information contained in the EIR prior to approving the project; and (3) that the EIR reflects the City Council's independent judgment and analysis.

c. *Mitigation Monitoring and Reporting Program*. As more fully identified and set forth in EIR and in the Findings of Fact for this Project, which is Exhibit "2" to this Resolution, the City Council finds that the mitigation measures described and specifically identified in the above-referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular mitigation measures as

identified in the Mitigation Monitoring and Reporting Program.

d. *Adoption of Statement of Overriding Considerations*. Even after the adoption of all feasible mitigation measures and, certain significant or potentially significant environmental effects caused by the Proposed Project directly, or cumulatively, will remain. Therefore, the City Council issues and approves a Statement of Overriding Considerations in the form set forth in Exhibit "2," which identifies air quality emissions associated with future development that may occur under the Proposed Project, and that they render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council. Additionally, the Statement of Overriding Considerations in the form set forth in Exhibit "2" identifies the specific economic, legal, social, technological and other considerations that render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council.

e. *Adoption of Mitigation Monitoring and Reporting Program*. As required by applicable State law, the City Council adopts the Mitigation Monitoring and Reporting Program set forth in Exhibit "3" of this Resolution. The City Council finds that the Program is designed to ensure that, during project implementation, the City and any other responsible parties implement the project components and comply with the mitigation measures identified in the Findings of Fact and the Mitigation Monitoring and Reporting Program.

Section 7. Effective Date of Resolution. This Resolution shall become effective immediately. The Planning/Community Development Department is directed to file a Notice of Determination.

PASSED AND ADOPTED on the 8th day of July, 2024, by the following vote:

CITY OF CYPRESS

_____

Scott Minikus, Mayor

ATTEST:

_____

Aisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

Exhibits:

1. Environmental Impact Report (provided as a separate document).
2. CEQA Findings of Fact which include: Impacts Determined to be Less Than Significant; Impacts Mitigated to Less Than Significant; Significant Unavoidable Adverse Impacts; Alternatives Considered and Rejected; and Statement of Overriding Considerations.
3. Mitigation Monitoring and Reporting Program**.**

EXHIBIT "2"
CEQA FINDINGS OF FACT
AND
STATEMENT OF OVERRIDING CONSIDERATIONS

1.0 INTRODUCTION

1.1 Findings of Fact

The California Environmental Quality Act (CEQA) requires that the environmental impacts of a project be examined and disclosed prior to approval of a project. Pursuant to CEQA Guidelines Section 15091(a), no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR [referred to in these Findings as "Finding 1"].

2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency [referred to in these Findings as "Finding 2"].

3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR [referred to in these Findings as "Finding 3"].

Having received, reviewed and considered the Environmental Impact Report (EIR) prepared for the 2021-2029 Cypress Housing Element Implementation Project (proposed project), State Clearinghouse (SCH) #2023040560; as well as all other information in the record of proceedings on this matter, the following Findings Regarding the CEQA Documents for the project are hereby adopted by the City of Cypress (City).

1.2 Document Format

These Findings have been categorized into the following sections:

1) Section 1.0 provides an introduction to these Findings.

2) Section 2.0 provides a summary of the project, overview of other discretionary actions required for the project, and a statement of project objectives.

3) Section 3.0 provides a summary of those activities that have preceded the consideration of the Findings for the project as part of the environmental review process, and a summary of public participation in the environmental review for the project.

4) Section 4.0 sets forth findings regarding those potentially significant environmental impacts identified in the CEQA Documents which the City has determined to be less than significant with the implementation of project design features.

5) Section 5.0 sets forth findings regarding those significant or potentially significant environmental impacts identified in the CEQA Documents which the City has determined can

feasibly be mitigated to a less than significant level through the imposition of mitigation measures included in the MMRP for the project.

6) Section 6.0 sets forth findings for significant and unavoidable project impacts.

7) Section 7.0 sets forth findings regarding growth-inducing impacts.

8) Section 8.0 sets forth findings regarding alternatives to the project.

9) Section 9.0 contains findings regarding the Mitigation, Monitoring and Reporting Program (MMRP) for the project.

10) Section 10.0 contains other relevant findings adopted by the City with respect to the project.

11) Section 11.0 contains the Statement of Overriding Considerations for the project.

12) Section 12.0 contains information pertaining to the certification of the Final Environmental Impact Report (EIR).

The Findings set forth in each section herein are supported by findings and facts identified in the administrative record of the project.

1.3 Custodian and Location of Records

The documents and other materials that constitute the administrative record for the City's actions regarding the proposed project are located at the City of Cypress Community Development Department, located at 5275 Orange Avenue, Cypress, California 90630. The City is the custodian of the administrative record for the project.

2.0 PROJECT SUMMARY

2.1 Project Description/Location

The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan (LASP), Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and Zoning Ordinance and would not directly result in physical development; however, it would facilitate future housing development within areas of the City. The proposed project includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022, which identified a RHNA allocation of 3,936 units. The 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units (including 504 housing units that are already entitled (approved or currently under construction), but the City has a large unaccommodated housing need of 1,990 units in order to meet its RHNA allocation. The 2021–2029 Housing Element outlined several sites that are candidates for future housing development (opportunity sites) and identified two potential rezoning scenarios, one of which was selected as the preferred scenario and was identified as the proposed project in the Draft EIR.

The proposed project divides the City's RHNA between the CTCC Specific Plan, CBPC Specific Plan area and LASP area (the proposed project would amend each of these plans to achieve the City's proposed rezoning objectives). The proposed rezoning action under the proposed project would increase the City's development capacity to 4,260 units, or an increase of 2,314 units compared to the City's existing planning and zoning documents.

The proposed project involves the adoption of citywide programmatic policy documents; future project-specific actions could be subject to further environmental review and the regulations contained in the City's adopted General Plan. As such, the following individual development components would be finalized on a project-by-project basis following approval of the proposed project:

- Type of use and number of units/square footage
- Circulation plan and number of parking spaces
- Building design and finalized site plan
- Lighting and landscaping
- Project design features
- Conservation and sustainability features
- Phasing and construction information

Following approval of the proposed project, the future physical improvements associated with changes in the General Plan, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance would be subject to further review on a project-specific basis. In other words, unless otherwise exempt under CEQA, each future discretionary project would be subject to a project-level CEQA review at the time it is proposed for consideration by the City. Therefore, the impact analysis contained in the Draft EIR possessed potential environmental implications associated with the amendment of the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance at a programmatic level, not for a project-specific development or for any specific proposal.

2.2 Discretionary Actions

The City is the Lead Agency under CEQA and is responsible for reviewing and certifying the adequacy of the EIR for the proposed project. It is expected that the City, at a minimum, would consider the data and analyses contained in this EIR when making their permit determinations. Prior to implementation of the proposed project, discretionary permits and approvals must be obtained from local, state and federal agencies, as listed below.

- **EIR Certification:** The EIR was prepared as the California Environmental Quality Act (CEQA) compliance document for the proposed project and documents the potential environmental impacts of the proposed project and all discretionary actions associated with the project.

- **General Plan Update/Amendment:** The proposed project includes updates to the existing General Plan Land Use Element.

- **Specific Plan Amendments:** The proposed project includes amendments to the Lincoln Avenue Specific Plan, the CTCC Specific Plan, and the 2012 CBPC Specific Plan.

- **Zoning Amendment:** The proposed project includes an amendment to the City's Zoning Ordinance and Zoning Map to resolve potential zoning inconsistencies resulting from adoption of the 2021-2029 Housing Element.

2.3 Statement of Objectives

The following objectives have been established for the project by the City:

1) Provide consistency between the 2021-2029 Housing Element, the City's General Plan, the Lincoln Avenue Specific Plan, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.

2) Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new dwelling units).

3) Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.

4) Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.

5) Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.

3.0 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

A Notice of Preparation (NOP) was distributed for the proposed project by the City to the State Clearinghouse on April 21, 2023. The State of California Clearinghouse issued a project number for the project, SCH No. 2023040560. In accordance with CEQA Guidelines Section 15082, the NOP was

circulated to interested agencies, groups, and individuals for a period of 30 days, from April 21, 2023, to May 22, 2023, during which comments were solicited and received, pertaining to environmental issues/topics that the Draft EIR should evaluate. These NOP responses were considered in the preparation of the Draft EIR, which upon release, was made available to all Responsible/Trustee Agencies and interested groups and individuals, as required under *State CEQA Guidelines* Sections 15105 and 15087. A virtual public scoping meeting was held on May 2, 2023, at 6:00 p.m.

The State-mandated public review of the Draft EIR began on May 7, 2024, and concluded on June 21, 2024. The Final EIR includes a Response to Comments package, which presents all written comments received during the public review period of the Draft EIR and includes responses to these comments and associated changes made to the EIR in the form of an Errata.

The EIR includes any exhibits or appendices thereto, the list of persons, organizations and public agencies which commented on the EIR, the comments which were received by the City regarding the EIR, and the City's written responses to comments raised in the public review and comment process, all of which are incorporated herein and made a part hereof by reference. Pursuant to *State CEQA Guidelines* Section 15084, the EIR has been reviewed and analyzed by the City of Cypress as the lead agency with respect to the project and the EIR. The following findings for the project and each fact in support of a finding are thus based upon substantial evidence in the record.

4.0 FINDINGS REGARDING ENVIRONMENTAL IMPACTS DETERMINED TO HAVE NO IMPACTS OR BE LESS THAN SIGNIFICANT

The City finds, based upon the analysis presented in Chapter 4.0 of the Draft EIR, that the following environmental effects of the proposed project either have no impact or are less than significant, and, therefore, no mitigation measures are required. The City hereby finds that existing regulatory requirements, policies, and/or project conditions have been identified and incorporated into the project which avoids or substantially lessens the potentially significant effect on the environment to a less than significant level.

4.1 Aesthetics

Adverse Effect on a Scenic Vista: Less Than Significant Impact

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 City is almost entirely developed and does not 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 its boundaries.

The proposed project is a programmatic update to the City's General Plan, the Lincoln Avenue Specific Plan, the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), and the City's Zoning Code and would not directly result in physical development. Additionally, the proposed project would not include any changes to the General Plan, Specific Plans, or Zoning Code regarding scenic vistas or designate any scenic vistas in any elements of the General Plan. Therefore, the project's impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not significantly affect scenic vistas. Potential impacts to scenic views are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.1-1 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Damage to Scenic Resources: No Impact

There are no designated State Scenic Highways within the City's limits. 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 segment of State Route 91 (SR-91) from State Route 55 (SR-55) to east of the Anaheim city limits. 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 4 miles southwest of the City boundary. Due to distance and intervening land

uses, none of the opportunity sites are visible from the officially designated portion of SR-91 or the eligible portion of PCH. As such, the proposed project would not result in impacts related to the substantial damage of scenic resources within a State Scenic Highway.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not significantly affect scenic highways and corridors. No impacts would occur related to scenic highways and corridors. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.1-1 through 4.1-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Degrade Visual Character or Quality of Views: 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. Because the City is located in an urbanized area, the opportunity sites are, therefore, located within an urbanized area. Further, surrounding land uses in the vicinity are representative of urban densities.

Implementation of the 2021–2029 Housing Element would potentially alter existing development patterns in the City by allowing higher density residential development on the opportunity sites; however, it should be noted that lower density development and/or non-residential development is already allowed on the opportunity sites. Any future residential development that is allowed under the rezoning program would be subject to project-specific environmental evaluations to address any conflicts with applicable zoning and other regulations governing scenic quality, and would be subject to comply with applicable development regulations. As detailed in Appendix I, Zoning, of the Cypress Municipal Code, future development must comply with residential zoning district requirements. Future projects would be required to adhere to applicable City design and development standards that have been, or are being, established under the rezoning program to regulate development to be consistent with the quality and character of the City.

New development on the opportunity sites would be required to be in scale with existing development and adjacent uses, which are primarily commercial, institutional, and residential uses. Although the aesthetic character of the opportunity sites may change with implementation of the 2021–2029 Housing Element, all future projects would be required to conform to all applicable development standards and design guidelines in the City's Municipal Code, General Plan, and any applicable Specific Plans, that regulate scenic quality. Therefore, the project's impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings. Potential impacts are considered

less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.1-2 through 4.1-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Add New Source of Light or Glare: Less Than Significant Impact

As described above, implementation of the 2021–2029 Housing Element and rezoning program would not approve any specific development projects. Instead, the proposed project would amend the City's Zoning Code and the Lincoln Avenue Specific Plan and CTCC Specific Plan to allow for higher residential densities. As infill development/redevelopment occurs on the opportunity sites identified in the 2021–2029 Housing Element, there is potential for additional light sources to be added to the opportunity sites by new housing development. Any new housing development on the opportunity sites would be required to comply with all applicable requirements related to light and glare, including applicable regulations of the 2019 State Building Energy Efficiency Standards (Title 24) and all applicable lighting standards in the City's Zoning Ordinance and/or the Lincoln Avenue Specific Plan and the CTCC Specific Plan. Future development facilitated by the proposed project would comply with City Zoning Ordinances Section 3.11.060.A (Exterior Fixtures), 3.11.060.B (Intensity), Section 3.11.060.C (Security Lighting), Section 3.11.060.D (Shielding of Light Source), and Section 3.14.050.C.4 (Required Improvements for Off-Street Parking Areas).

Further, individual development projects would be assessed for project-specific impacts due to light and glare. Therefore, compliance with the City's Zoning Ordinance would ensure implementation of the 2021–2029 Housing Element and rezoning program and would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. No mitigation is required.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that 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. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.1-3 through 4.1-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.2 Agriculture and Forestry Resources

All Thresholds: No Impact

The project would not result in any impacts related to agriculture and forestry resources as the opportunity sites do not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, there are no lands within the City that are currently under a Williamson Act contract, and there is no forest or timberland present within the opportunity sites that could be lost from project implementation.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts to Prime Farmland, Unique Farmland, and Farmland of Statewide Importance. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.2-1 through 4.2-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.3 Air Quality

Expose Sensitive Receptors to Pollutants: Less Than Significant Impact

The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. Localized construction and operational impacts associated future housing development could potentially exceed the Localized Significance Thresholds (LSTs). However, all future discretionary projects facilitated by the proposed project would be reviewed in accordance with CEQA and would require further evaluation at the project level to demonstrate whether emissions would exceed SCAQMD's LSTs and require project-specific mitigation. In addition, Regulatory Compliance Measures (RCMs) AQ-1 through RCM AQ-4 would be required for construction of future projects to ensure compliance with SCAQMD standard conditions, including Rule 403 (Fugitive Dust) to control fugitive dust and Rule 1113 (Architectural Coatings) to control VOC emissions from paint. Furthermore, any necessary mitigation would be imposed at the project level once such future projects are proposed.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not expose sensitive receptors to substantial pollutant concentrations. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measures (RCMs) AQ-1 through AQ-4 would be applicable to the proposed project.

Supportive Evidence: Please refer to Draft EIR pages 4.1-27 through 4.1-29.

Other Emissions, Such as Odors: Less Than Significant Impact

During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. In addition, the new residential uses or higher density residential uses allowed by the rezoning program would be required to comply with SCAQMD Rule 402, which prohibits the discharge of air contaminants or other material which "cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public…" Further, noxious odors would be confined to the immediate vicinity of the construction equipment and unlikely to affect a substantial number of people. In addition, by the time such emissions reached any sensitive receptor sites, they would be diluted to well below any level of air quality concern. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of the odor-producing materials. Therefore, impacts associated with construction-generated odors are considered to be less than significant.

The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. Residential land uses could result in generation of odors such as exhaust from landscaping equipment, but these are not considered potential generators of odor that could affect a substantial number of people. Therefore, impacts associated with other emissions (such as those leading to odors) adversely affecting a substantial number of people would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in other emissions, such as those leading to odors, that would adversely affect a substantial number of people. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.3-1 through 4.3-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.4 Biological Resources

Adverse Effects on Special Status Species: Less Than Significant Impact

The opportunity sites, where future land use changes may occur, are situated in developed settings with no connections to contiguous native habitats, aquatic resource areas (such as rivers or riparian corridors), or sensitive natural communities. Project proponents shall have a qualified biologist conduct a preconstruction nesting bird survey no more than 3 days prior to the start of such activities. However, structures and vegetation within and surrounding the opportunity sites could provide suitable nesting habitat for a variety of native resident and migratory bird species, including raptors such as Cooper's hawk (*Accipiter cooperii*). 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. To ensure compliance with the federal MBTA and California Fish and Game Code, preconstruction nesting bird

surveys will be conducted prior to any vegetation clearing or initial ground disturbance activities planned to occur during the nesting bird season (February 15 through August 31). Pursuant to Regulatory Compliance Measure (RCM) BIO-1, if future project construction occurs between February 1 and August 31, a qualified biologist shall conduct a preconstruction nesting bird survey no more than 3 days prior to the start of such activities. With successful implementation of RCM BIO-1, impacts to nesting birds would be avoided. No other special-status or otherwise protected species would be impacted.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not have a substantial adverse effect on any special-status species in applicable plans, policies, or regulations. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) BIO-1 is applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.4-1 through 4.4-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Adverse Effects on Riparian Habitat or Other Sensitive Natural Community: No Impact

The opportunity sites where future land use changes may occur are situated in developed settings with no connections to contiguous native habitats, aquatic resource areas (such as rivers or riparian corridors), or sensitive natural communities. The opportunity sites are currently developed and located in an urban area. There are no natural streams or riparian habitat present on the opportunity sites. The closest critical habitat in proximity to the opportunity sites is a minimum of 5 miles to the northeast of the closest opportunity site. No riparian habitat or sensitive natural communities, as identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife (CDFW) or the United States Fish and Wildlife Service (USFWS), exist on the opportunity sites. Therefore, development of the proposed project would not impact any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the CDFW or USFWS.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the CDFW or USFWS. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.4-2 through 4.4-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Adverse Effect on Protected Wetlands: No Impact

The opportunity sites where future land use changes may occur are situated in developed settings with no connections to contiguous native habitats, aquatic resource areas (such as rivers or riparian corridors), or sensitive natural communities. The opportunity sites are located within an urbanized area and do not contain any federally protected wetlands as defined by Section 404 of the Clean Water Act. While an artificially constructed pond is present on a portion of one of the opportunity sites, the feature was excavated on dry land and does not have a nexus with any jurisdictional waters of the United States. Therefore, development of the opportunity sites would have no impacts on federally protected wetlands.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not have a substantial adverse effect on state or federally protected wetlands. No impact would occur. Consequently, no mitigation measures are required.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.4-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Interference with Wildlife Movement: Less Than Significant Impact

The opportunity sites where future land use changes may occur are situated in developed settings with no connections to contiguous native habitats, aquatic resource areas (such as rivers or riparian corridors), or sensitive natural communities. The opportunity sites are currently developed and located in an urban area. Due to the surrounding urban development, the opportunity sites do not function as wildlife movement corridors. Wildlife movement and habitat fragmentation would not occur as a result of the Housing Element implementation and rezoning program since the opportunity sites are largely developed and surrounded by existing urban/ suburban development. 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 opportunity sites do not contain any native resident or migratory fish, wildlife species, or wildlife corridors. In addition, no portion of the opportunity sites or the immediately surrounding areas contains an open body of water that serves as natural habitat in which fish could exist. The lack of ground cover and suitable foraging habitat make the sites undesirable for many local wildlife species, and impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not interfere substantially with wildlife movement. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.4-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Conflict with Biological Protection Policies: 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 1996 Inventory of Landmark Trees. According to this inventory, there are landmark trees located on the opportunity sites. Adherence to RCM BIO-2 would ensure that any removal of on-site trees as part of the proposed project would not conflict with the City's Landmark Tree Ordinance. Further, 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.

Therefore, compliance with RCM BIO-2 would ensure that the proposed 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.

Finding: The City adopts CEQA Finding 1. However, Regulatory Compliance Measure (RCM) BIO-2 is applicable to the proposed project.

The City hereby finds that the proposed project would not conflict with any local policies or ordinances protecting biological resources. Potential impacts are considered less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.4-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Conflict with Adopted Conservation Plan: No Impact

There is no adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other habitat conservation plan in the City. However, the Orange County Transportation Authority's (OCTA) Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) includes a Plan Area that covers the entirety of Orange County. Only some portions of the Plan Area fall within a designated Permit Area, or the area in which OCTA would request authorization from CDFW and USFWS to issue permits due to potential project-related impacts to certain identified species. Because the opportunity sites do not fall within a Permit Area, the proposed project would not conflict with any local, regional, or State Habitat Conservation Plan. Therefore, the proposed project would result in no impacts related to conflict with a Habitat Conservation Plan.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not conflict with the provisions of an adopted HCP, NCCP, or other conservation plan. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.4-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.5 Cultural Resources

Adverse Change in the Significance of a Historical Resource: Less Than Significant Impact

Several of the opportunity sites for residential development identified in the City of Cypress' General Plan 2021–2029 Housing Element overlap with the Los Alamitos Race Course (LARC), the essential features of which qualify as a historical resource for the purposes of CEQA, as discussed in detail below. Additionally, several of the opportunity sites contain structures along Lincoln Avenue that are of historic age or could be of historic age upon redevelopment.

To determine the potential effects of the project on historic resources, a Historic Resources Assessment (HRA) was prepared, including archival research, an intensive-level field survey, and an evaluation of the LARC under the criteria for listing in the National Register of Historic Places (National Register) and California Register of Historical Resources (California Register). Upon these evaluations, the LARC was determined to be eligible for both the National Register and the California Register. These eligibilities stem from the LARC's association with the establishment and success of organized Quarter House racing in California (National Register Criterion A/California Register Criterion 1) and with Frank Vessels, Sr., who had a profound impact on quarter horse racing and breeding in California (National Register Criterion B and California Register Criterion 2). California Department of Parks and Recreation (DPR) 523 series forms recording and evaluating the site as a historic resource were prepared. Therefore, the opportunity sites' close proximity and/or overlap with the essential features of Los Alamitos Race Course would potentially adversely affect them during future development activities.

However, the proposed project represents a policy action and does not propose any physical development at this time. Further, the specific location and configuration of future development within the LARC opportunity sites has not yet been determined. As such, the proposed project would have less than significant impacts to the LARC as a historical resource.

Opportunity sites along Lincoln Avenue were also analyzed due to the presence of historic-age structures (built in 1980 or earlier; 50 years of age as of 2029) along the corridor. A Sensitivity Study was conducted in November 2022 and determined that the sensitivity for historic resources along Lincoln Avenue was categorized as high.

It is reasonable to assume that some existing structures would be demolished or repurposed in order to allow for future development enabled by the proposed project. However, the specifications of future residential buildout along Lincoln Avenue are not yet known and no physical development is proposed at this time as part of the project. However, at such time that future development proposals at the opportunity sites are considered, those development projects would be subject to adopted development guidelines/standards. This development would include mandatory CEQA review for any

development requiring discretionary approval. As such, the proposed project would have less than significant impacts to the Lincoln Avenue opportunity sites as potential historical resources.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not cause a substantial adverse change in the significance of an historical resource. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) CUL-1 is applicable to the proposed project.

Supportive Evidence: Please refer to Draft EIR pages 4.2-12 through 4.2-16.

Adverse Change in the Significance of an Archaeological Resource: Less Than Significant Impact

The opportunity sites associated with the City's General Plan 2021–2029 Housing Element are either presently developed or heavily disturbed, and according to the City of Cypress General Plan Conservation, Open Space and Recreation Element, there are no known archaeological resources located at the opportunity sites. The opportunity sites have been previously disturbed to construct various structures as well as material stockpiling and storage purposes. Future development would likely include demolition, site preparation/grading activities, during which 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 Regulatory Compliance Measure (RCM) CUL-1 will be implemented, which sets forth procedures to follow in the event of inadvertent discoveries. With the implementation of RCM CUL-1, project impacts to archaeological resources would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not cause a substantial adverse change in the significance of an archaeological resource. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) CUL-1 is applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.5-1 through 4.5-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Disturbance of Human Remains: Less Than Significant Impact

No known human remains are present on the opportunity sites, and there are no facts or evidence to support the idea that Native Americans or people of European descent are buried on the opportunity sites. However, as described previously, buried and undiscovered archaeological remains, including human remains, may be present below the ground surface in portions of the opportunity sites.

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 future construction, 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), Public Resources Code (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 RCM CUL-2), 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.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not disturb any human remains, including those interred outside of dedicated cemeteries. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) CUL-2 is applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.5-2 through 4.5-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.6 Energy

Wasteful, Inefficient, or Unnecessary Consumption of Energy: Less Than Significant Impact

Project construction and operation would have a negligible effect on local and regional energy supplies. As such, electrical and natural gas demand associated with project construction and operations would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. Furthermore, the proposed project would be required to adhere to all federal, State, and local requirements for energy efficiency, including Title 24 standards.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the project would not result in a significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.3-7 through 4.3-10.

Conflict with or Obstruction of Energy Plans: Less Than Significant Impact

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 California Energy Commission's (CEC's) Integrated Energy Policy Report. Additionally, as discussed 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.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not conflict or obstruct a state or local plan for renewable energy or energy efficiency. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.3-10 through 4.3-11.

4.7 Geology and Soils

Adverse Effects Related to Earthquake Fault Rupture, Strong Seismic Ground Shaking, or Seismic-Related Ground Failure: Less Than Significant Impact

According to the California Department of Conservation, there are no active faults or Alquist-Priolo Fault Zones near any of the opportunity sites or within the City of Cypress. Because of the distance to the nearest fault, the proposed project would neither negate nor supersede the requirements of the Alquist-Priolo Earthquake Fault Zoning Act, nor would the proposed project expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault as delineated on the current Alquist-Priolo Earthquake Fault Zoning Map.

The proposed project is programmatic in nature and would not directly result in physical development. The proposed project would make possible new residential development that could potentially directly or indirectly cause potential substantial adverse effects involving rupture of a known earthquake fault. Future residential development projects facilitated by the proposed project would be required to adhere to applicable City safety and development standards that have been, or are being, established with the project to regulate development. Further, all future projects would be required to comply with the California Building Code (CBC), which includes design criteria for seismic loading and other geologic hazards. The CBC includes provisions for buildings to structurally survive an earthquake without collapsing and measures such as anchoring to the foundation and structural frame design. Project conformance with the CBC and local requirements relative to grading and

construction would ensure that the proposed project does not result in the exposure of people or structures to potentially substantial adverse effects involving strong seismic ground shaking.

Lastly, all future projects implemented in accordance with the updated General Plan and Zoning code amendments would be designed in accordance with engineering design standards and recommendations of the future project's geotechnical reports in order to reduce the risk of liquefaction. Therefore, impacts associated with the rupture of an earthquake fault, strong seismic ground shaking, and liquefaction would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving the rupture of a known Alquist-Priolo Earthquake Fault, strong seismic ground shaking, liquefaction. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.7-1 through 4.7-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Adverse Effects Related to Landslides: No Impact

According to the City's General Plan Safety Element, landslides have not been recorded within the City boundaries and are not anticipated based on the lack of any significant topographic features. The opportunity sites and the land surrounding them is flat with no unusual geographic features, and therefore, neither the sites nor the surrounding area have the potential for impacts related to landslides.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving landslides. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.7-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Substantial Soil Erosion or Loss of Topsoil: Less Than Significant Impact

Any future development associated with the proposed project which disturbs more than 1 acre of soil would be subject to the Construction General Permit which requires preparation of a Stormwater Pollution Prevention Plan (SWPPP). If applicable, a 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. If a future project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2019 California Green Building Standards Code (CALGreen Code), which requires projects that disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion control. With compliance with the requirements of the Construction General Permit or 2019 California Green Building Standards Code and with implementation of the construction BMPs, construction impacts related to soil erosion or the loss of topsoil would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in substantial soil erosion or the loss of topsoil. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.7-4 through 4.7-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Landslides, Lateral Spreading, Subsidence, Liquefaction, or Collapsible Soils: Less Than Significant Impact

Because the opportunity sites are located in relatively flat areas, landslides or other forms of natural slope instability do not represent a significant hazard to the opportunity sites or the surrounding area. Moreover, the proposed project does not include any physical improvements that would increase risks associated with landslides on the site. In addition, as previously discussed, the opportunity sites are not within an area susceptible to landslides. All excavations required for construction of any future projects implemented in accordance with the City's General Plan and Zoning code amendments must be performed in accordance with City and State Building Codes, and the State Division of Occupational Safety and Health requirements.

Although the opportunity sites are within an area susceptible to liquefaction, all future projects implemented in accordance with the updated General Plan and Zoning code amendments would be designed in accordance with engineering design standards and recommendations of the future projects' geotechnical reports in order to reduce the risk of liquefaction. Therefore, any future projects that are implemented on any of the opportunity sites would not be susceptible to liquefaction or lateral spreading. Further, all future projects implemented in accordance with the updated General Plan and Zoning code amendments of the proposed project would comply with City and State Building Codes, and geotechnical evaluations would be prepared to evaluate the potential for subsidence. Therefore, impacts related to landslides, lateral spreading, subsidence, liquefaction, or collapse would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and would not result in on- or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.7-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Expansive Soils: Less Than Significant Impact

All future projects implemented in accordance with the updated General Plan and Zoning code amendments of the proposed project would comply with City and State Building Codes, and geotechnical evaluations would be prepared on a project-by-project basis to determine if the future projects are located on expansive soil, and address potential impacts, if any. Therefore, impacts from the proposed project would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not be located on expansive soil and would create a direct or indirect risk to life or property. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.7-6 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Septic Tanks and Alternative Wastewater Disposal Systems: No Impact

The proposed project does not consist of physical development, and therefore, would not include the use of septic tanks or alternative wastewater disposal systems. The City of Cypress operates and maintains the local sewer collection system, which then transmits the wastewater to the Orange County Sanitation District for treatment. Development associated with the opportunity sites would be connected to the City's sewer collection system. Septic tanks or alternative wastewater disposal systems would not be utilized. Therefore, the project would have no impact with respect to septic tanks or alternative wastewater disposal systems.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not require the use of septic tanks or alternative wastewater disposal systems. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.7-6 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Destruction of Paleontological Resources or Unique Geologic Features: No Impact

Adoption of the proposed project does not require the construction of new development or rehabilitation of existing development. All future development implemented in accordance with the updated General Plan and Zoning code amendments of the proposed project may require subsequent project-specific environmental evaluation to determine whether they could result in any potentially significant impacts related to paleontological resources. Potential impacts to paleontological resources are location- and project-specific (e.g., the project may require excavation) and although the opportunity sites are identified, determinations regarding the presence of paleontological resources cannot be assessed in a meaningful way until the specific details of a project are known and a paleontological assessment is prepared. Therefore, the project would have a less than significant impact on directly or indirectly destroying a unique paleontological resource or site or unique geologic feature.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature due to the occurrence of future project-specific paleontological resource analysis. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.7-6 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.8 Greenhouse Gas Emissions

Significant Impacts Related to Greenhouse Gas Emissions: Less Than Significant Impact

Construction activities associated with the construction of additional housing units that could take place during implementation of the project through the horizon year 2045 would cause short-term GHG emissions. The primary source of emissions is the operation of construction equipment. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits. Using CalEEMod, it was estimated that the proposed project would generate 64,871 metric tons of carbon dioxide equivalent (MT CO_2e) during construction. When annualized over the 30-year life of the project, annual emissions would be 2,162.4 MT CO_2e.

Operational activities associated with the additional housing units would result in long-term greenhouse gas (GHG) emissions associated with mobile, area, waste, water, and stationary sources

as well as indirect emissions from sources associated with energy consumption. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits.

Mobile source GHG emissions include project-generated vehicle trips, and the proposed project was estimate 10,506 average daily trips. Energy source emissions would be generated at off-site utility providers as a result of increased electricity demand generated by the additional housing units allowed under the proposed project. The new housing units allowed under 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, Title 24). Area-source emissions would be associated with architectural coatings, consumer products, and landscaping equipment. 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 South Coast Air Quality Management District (SCAQMD), GHG emissions were estimated using CalEEMod. Mobile source emissions would be the largest source of GHG emissions for the project at 67 percent of the total. Energy source emissions would be the next largest category at approximately 27 percent, and waste sources would be about 4 percent of the total emissions, respectively. In addition, water source emissions would be approximately 2 percent of the total emissions. Area sources would be less than 1 percent of the total emissions.

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/yr. Based on the analysis results, the proposed project would result in 15,016.6 MT CO_2e/yr, which would exceed the SCAQMD threshold of 3,000 MT CO_2e/yr. Therefore, consistent with the SCAQMD's interim guidance, the following discussion compares the proposed project to the efficiency-based threshold. The additional 2,314 housing units that would potentially be built in the City would result in an increase in 4,605 residents. The proposed project would result in per service population (SP) emissions of 3.3 MT CO_2e/yr/SP, which would be below the SCAQMD's plan-level screening threshold of 4.1 MT CO_2e/yr/SP. Therefore, operation of the proposed project would not generate significant GHG emissions that would have a significant effect on the environment.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.4-17 through 4.4-20.

4.9 Hazards and Hazardous Materials

Significant Hazards Through the Routine Transport, Use, or Disposal of Hazardous Materials: Less Than Significant Impact

Construction of future development projects associated with the proposed project would potentially 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. During the time that grading permits are issued, impacts related to the routine transport, use, or disposal of hazardous materials during construction would be less than significant.

The proposed project would allow increased residential densities in parts of the City and would allow residential uses in areas where they are not currently allowed. Residential uses typically do not present a hazard associated with the accidental release of hazardous substances into the environment because residents are not anticipated to use, store, dispose or transport large volumes of hazardous materials. Hazardous substances associated with residential uses are typically limited in both amount and use such that they can be contained without impacting the environment. Further, such materials would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable federal, State, and local regulations.

The Orange County Fire Authority (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. All development applications in the City are reviewed by the OCFA for hazardous material use, safe handling, and storage of materials prior to the issuance of project specific grading permits. If necessary, the OCFA requires conditions of approval 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. The proposed project would not affect the City's review process. Therefore, implementation of the proposed project would result in less than significant impacts related to the routine transport, use, or disposal of hazardous materials; 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.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.9-1 through 4.9-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Significant Hazards Through Reasonably Foreseeable Upset and Accident Conditions Involving the Release of Hazardous Materials into the Environment: Less Than Significant Impact

Future development facilitated by the proposed project would be required to prepare project-specific Phase I Environmental Site Assessments (ESA) and subsequent documentation, as necessary, to determine if future development would 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. Project specific impacts would be assessed and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines*. Some future infill and redevelopment projects associated with the proposed project may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300-15332. The proposed project includes the implementation of the 2021–2029 Housing Element and rezoning program. The proposed project itself is programmatic and does not propose any physical development, and therefore impacts involving the release of hazardous materials into the environment would be less than significant, no mitigation required.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not create a significant hazard to the public or environment through the reasonably foreseeable upset and accident condition involving the release of hazardous material into the environment. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.9-3 through 4.9-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Hazardous Emissions or Handling Hazardous or Acutely Hazardous Materials, Substances, or Waste Within One-Quarter Mile of an Existing or Proposed School: Less Than Significant Impact

The proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. All opportunity sites are greater than a quarter mile from an existing or proposed school. The closest school to an opportunity site is King Elementary, located approximately 0.3-mile north of the Lincoln Avenue opportunity sites at 8710 Moody Street. As subsequent infill and redevelopment residential projects occur under the 2021–2029 Housing Element Update and rezoning program, project specific impacts would be assessed and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines*. Some future infill and redevelopment projects associated with the proposed project may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300-15332. Therefore, the proposed project would have less than significant impacts related to the emission of hazardous emissions or the

handling of hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.9-4 through 4.9-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Location on a Site Included on a List of Hazardous Materials Sites Compiled Pursuant to Government Code Section 65962.5, Creating a Significant Hazard to the Public or the Environment: Less Than Significant Impact

A preliminary screening of the opportunity sites was conducted based on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Pursuant to Government Code Section 65962.5, the Hazardous Waste and Substances Sites List (Cortese List) has been compiled by the California Environmental Protection Agency (CalEPA) Hazardous Materials Data Management Program. The California Department of Toxic Substances Control (DTSC) compiles information from subsets of the following databases to make up the Cortese List:

1. The DTSC list of contaminated or potentially contaminated hazardous waste sites listed in the California Sites database (formerly known as ASPIS):

   Assessor's Parcel Number (APN) 244-361-04 was identified as a hazardous waste and substance site in 1994 for the previously on-site Hyatt Die Cast and Engineering corporation and in 1995 for the previously on-site Lincoln Avenue self-storage facility. Two programs, one historical and one tiered permit were filed against the Hyatt Die Cast & Engineering Corp. The Tiered permit is considered inactive and the historical permit was referred to another agency. The program filed against the Lincoln Avenue Self Storage facility was a historical program and has been referred to another agency.

2. The California State Water Resources Control Board (SWRCB) listing of leaking underground storage tanks:

   APN 244-361-04 was identified as a currently active Leaking Underground Storage Tanks (LUST) cleanup site. Nine APNs (244-071-01, 244-361-04, 262-424-09, 262-412-01, 244-341-02, 262-357-15, 244-461-06, 244-051-29, 262-423-08, and 262-424-01) associated with opportunity sites were previously LUST cleanup sites but have since been completed.

3. The California Integrated Waste Management Board list of sanitary landfills that have evidence of groundwater contamination or known migration of hazardous materials (formerly WB-LF, now Assembly Bill 3750):

   The proposed project is not located on a site that is included on a list of hazardous-materials sites compiled pursuant to Government Code Section 65962.5 nor is the project located within one-quarter mile of any LUST cleanup sites (SWRCB GeoTracker 2020).

4. Sites with active Cease and Desist Orders (CDO) and Cleanup and Abatement Orders (CAO):

   One opportunity site has an "active" CDO/CAO for the Los Alamitos Racecourse located at 4961 Katella Avenue.

The proposed project itself is programmatic and does not propose any physical development, but future development associated with the proposed project would include residential land uses. As subsequent infill and redevelopment residential projects occur under the 2021–2029 Housing Element Update and rezoning program, projects would be evaluated for site-specific impacts associated with hazards and hazardous materials. Future development is required to prepare a project specific Phase I ESA and subsequent documentation to determine if future development would create a significant hazard to the public or the environment. Therefore, impacts under the proposed project would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project is not 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 not create a significant hazard to the public or the environment. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.9-5 through 4.9-6 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Airport-Related Safety Hazards for People Residing or Working in the Project Area: Less Than Significant Impact

The proposed project's opportunity sites are divided between Katella Avenue and Lincoln Avenue. The Katella Avenue opportunity sites are located approximately 1 mile north of the Joint Forces Training Base (JFTB) Los Alamitos. However, according to the Airport Land Use Commission's (ALUC) 2017 Airport Environs Land Use Plan (AELUP) for JFTB Los Alamitos, these opportunity sites are not located within an impact zone. However, the Katella Avenue opportunity sites are located in an AELUP height restriction zone for JFTB Los Alamitos. Height limitations are imposed on projects within a height restriction zone so that structures or trees (1) do not obstruct the airspace required for take-off, flight, or landing of aircraft at an airport, or (2) are not otherwise hazardous to the landing or

taking off of aircrafts. Structures on these opportunity sites are restricted to 350 feet in height. Future development associated with the proposed project may not exceed the AELUP height limitations. As discussed above the proposed project itself is programmatic and does not propose any physical development. Some future infill and redevelopment projects associated with the proposed project may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA* Guidelines Sections 15300–15332. Therefore, the proposed project would not result in a significant impact to flight patterns or pose a hazard to air traffic and no mitigation is required.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that while located within an airport land use plan, the proposed project would not result in a safety hazard for people residing or working in the project area. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.9-6 through 4.9-7 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Impairment or Interference with an Emergency Response Plan or Emergency Evacuation Plan: No Impact

Although the proposed project would facilitate the development of additional housing within the City, the opportunity sites are not located along an emergency evacuation route according to emergency evacuation route maps associated with the City's General Plan Safety Element. Therefore, the proposed project would not interfere with emergency operations and evacuations, and there would be no impact on emergency response.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.9-7 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Significant Risk of Loss, Injury or Death Involving Wildland Fires: No Impact

The City is located within a fully urbanized area. There are no wildlands adjacent or in the vicinity of the opportunity sites, and the City is not designated as a Fire Hazard Severity Zone on the statewide CAL FIRE Map. Therefore, there would be no risk of loss, injury, or death involving wildland fires. No impact would occur, and no mitigation is required.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not expose people or structures to significant risk of loss, injury, or death involving wildland fires. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.9-7 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.10 Hydrology and Water Quality

Violation of Water Quality Standards or Waste Discharge Requirements, Water Quality Degradation, Pollutant Discharge Increases, and Alteration of Receiving Water Quality: Less Than Significant Impact

Future projects facilitated by the proposed project would generally be required to comply with applicable construction permits and regulations associated with water quality, as detailed in Regulatory Compliance Measure (RCM) HYD-1. If construction of future projects associated with the 2021–2029 Housing Element would disturb greater than one acre of soil, those projects would be required to comply with the State Water Resources Control Board (SWRCB) 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. 2022-0057-DWQ). Compliance with the Construction General Permit would require preparation of a Stormwater Pollution Prevention Plan (SWPPP) and implementation of construction Best Management Practices (BMPs), including, 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.

Future projects that disturb less than one acre of soil and that are not a part of a larger common plan, would be required to comply with Section 4.106 of the 2019 California Green Building Standards Code (CALGreen Code). The CALGreen Code requires implementation of BMPs to prevent flooding and erosion and to retain sediment on site. The CALGreen Code also requires compliance with Section 13-23 of the Cypress Municipal Code. Chapter 13-23 of the Cypress Municipal Code requires projects that qualify as new development or significant redevelopment as outlined in 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 (Orange County MS4 Permit)(Order No. R8-2009-0030, NPDES No. CAS618030 as amended by Order No. R8-2010-0062) comply with the Orange County Drainage Area Management Plan (DAMP) and the City of Cypress Local Implementation Plan (LIP), including the preparation of a project-specific water quality management plan (WQMP) to specify BMPs that would be implemented to capture, treat, and reduce pollutants of concern in stormwater runoff (RCM HYD-2). Any groundwater dewatering during construction activities would be required to comply with the appropriate National Pollutant Discharge Elimination System (NPDES) waste discharge requirements permit, as detailed in RCM HYD-3, which requires testing and treatment (as necessary) of groundwater encountered during

dewatering prior to its release to surface waters. If the dewatered groundwater is discharged to the sanitary sewer system, the project would be required to obtain a discharge permit from the Director of the City of Cypress Public Works Department.

Furthermore, the implementation of the 2021–2029 Housing Element and rezoning program is a programmatic document and is intended to guide development of future residential projects within the City and does not directly authorize any physical development or improvements. Any future physical improvements would be subject to separate environmental review on a project-specific basis, in accordance with the provisions of CEQA and the *State CEQA Guidelines*. Some of the future infill and redevelopment projects may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300–15332. In addition, individual projects contemplated under the proposed project would be evaluated for site-specific impacts to hydrology and water quality and would include appropriate mitigation as necessary to address impacts related to violation of water quality standards or waste discharge requirements or degradation of water quality. Therefore, the proposed project would result in a less than significant impact related to the violation of water quality standards or waste discharge requirements, degradation of water quality, increase pollutant discharges, or alter receiving water quality.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not violate water quality standards or waste discharge requirements, degrade water quality, increase pollutant discharges, or alter receiving water quality. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measures (RCMs) HYD-1 through HYD-3 would be applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.10-2 through 4.10-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Depletion of Groundwater Supplies, Adverse Impacts on Groundwater Quality, and Interference with Groundwater Recharge: Less Than Significant Impact

In the event that future development associated with the proposed project requires groundwater dewatering during construction activities, each individual project would be required to comply with the appropriate NPDES Groundwater Discharge Permit (as detailed in RCM HYD-3), which requires testing and treatment (as necessary) of groundwater encountered during dewatering prior to its release to surface waters. If the dewatered groundwater is discharged to the sanitary sewer system, the project would be required to obtain a discharge permit from the Director of the City of Cypress Public Works Department.

The City is located within the Coastal Plain of Orange County Basin (Basin 8-1). Basin 8-1 is designated as a medium priority basin due to the heavy reliance on the Basin 8-1's groundwater as a source of water supply. As required by the SGMA, the agencies within the Basin 8-1 have agreed to collaborate in order to ensure that Basin 8-1 is sustainably managed. The Orange County Water District (OCWD)

manages, replenishes, and protects the Orange County Groundwater Basin located in the Coastal Plain of Orange County Basin. The basin is Orange County's largest source of drinking water. The City of Cypress is located in OCWD District 4. OCWD operates the world's largest water purification system for indirect potable reuse, which is used to replenish and maintain groundwater levels within the Orange County Groundwater Basin. The California Department of Water Resources (DWR) approved an alternative to a Groundwater Sustainability Plan for the Orange County Groundwater Basin, demonstrating how water managers have already achieved or will receive sustainable groundwater management.

The proposed project is programmatic and is intended to guide development of future residential projects within the City and does not directly authorize any physical development or improvements. Any future physical improvements would be subject to separate environmental review on a project-specific basis, in accordance with the provisions of CEQA and the State CEQA Guidelines. Some of the future infill and redevelopment projects may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300–15332. In addition, individual projects contemplated under the proposed project would be evaluated for site-specific impacts to hydrology and water quality and would include appropriate mitigation as necessary to address impacts related to violation of water quality standards or waste discharge requirements or degradation of water quality and would include appropriate mitigation as necessary to address impacts related to surface or groundwater quality or the depletion of groundwater supplies or interference with groundwater recharge. Therefore, the proposed project would result in a less than significant impact related to the depletion of groundwater supplies, creation of an adverse impact on groundwater quality, and interference with groundwater recharge.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not deplete groundwater supplies, create an adverse impact on groundwater quality, or interference with groundwater recharge. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) HYD-3 is applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.10-5 through 4.10-6 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Increase Runoff, Downstream Erosion, or Siltation; Exceed the Capacity of Stormwater Drainage Systems; and Hydromodification Impacts: Less Than Significant Impact

Any future development associated with the proposed project which disturbs more than 1 acre of soil would be subject to the Construction General Permit, which requires preparation of a SWPPP (as described in RCM HYD-1). If applicable, a SWPPP would detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. If a project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2019 California Green Building Standards Code (CALGreen Code) requires projects that

disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion and sediment control and good housekeeping BMPs to prevent pollution of stormwater runoff during construction activities (RCM HYD-1).

The opportunity sites are comprised of parcels with existing development or previous grading and do not contain natural streams, federally protected wetlands, or riparian habitat. Applicable NPDES requirements would prevent substantial additional sources of polluted runoff being discharged to the storm drain system through implementation of construction BMPs that target pollutants of concern in runoff from the opportunity sites as well as testing and treatment (if required) of groundwater prior to its discharge to surface waters (RCMs HYD-1 and HYD-2). As specified in the City Municipal Code and the Construction General Permit or the 2019 CALGreen Code and with implementation of the construction BMPs, impacts related to increased runoff, on-site, off-site, downstream erosion or siltation, or capacity of stormwater drainage systems, would be less than significant.

Significant redevelopment projects are subject to specific hydromodification requirements of the Orange County MS4 Permit and must implement measures for site design, source control, runoff reduction, stormwater treatment, and baseline hydromodification management (RCM HYD-2). Projects may be deemed exempt from these requirements if they drain into hardened channels, the rate and volume of storm water runoff does not significantly exceed those of the predevelopment condition for a two-year frequency storm event, or if the site infiltrates at least the runoff from a two-year storm event. Compliance with RCM HYD-2 would ensure impacts related to hydromodification would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not increase runoff, downstream erosion, or siltation; exceed the capacity of stormwater drainage systems; or result in hydromodification impacts. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measures (RCMs) HYD-2 and HYD-3 would be applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.10-6 and 4.10-7 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Alteration of Existing Drainage Patterns and Increased Surface Runoff Flow Rate or Volume: Less Than Significant Impact

Future development associated with the proposed project which would disturb more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a SWPPP, as detailed in RCM HYD-1. The SWPPP would include construction BMPs to control and direct on-site surface runoff and would include detention facilities, if required, to ensure that stormwater runoff from the construction site does not exceed the capacity of the stormwater drainage systems. With implementation of construction BMPs as specified in RCM

HYD-1, potential construction 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.

Future physical improvements associated with the proposed project would be required to demonstrate that proposed drainage improvements would be sized appropriately to accommodate any potential increase in flow so that on-site flooding would not occur. Future development projects would be subject to separate environmental review on a project-specific basis, in accordance with the provisions of CEQA and the *State CEQA Guidelines*. Some of the future infill and redevelopment projects may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300-15332.

In addition, individual projects contemplated under the proposed project would be evaluated for site-specific impacts to hydrology and water quality and would include appropriate mitigation as necessary to address impacts related to violation of water quality standards or waste discharge requirements or degradation of water quality. Furthermore, the opportunity sites are comprised of parcels with existing development or previously graded there are no streams or rivers traversing any of the opportunity site parcels. Therefore, the proposed project would result in less than significant impacts related to alteration of existing drainage patterns or increased surface runoff flow rate or volume.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not substantially alter the existing drainage pattern of the site or area, increase the rate or amount of surface runoff, or substantially change runoff flow rates or volumes. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) HYD-1 would be applicable to the proposed project.

Supportive Evidence: Please refer to page 4.10-8 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Development of Housing or Structures within a 100-Year Flood Hazard Area: No Impact

According to the Federal Emergency Management Agency (FEMA) Federal Insurance Rate Maps (FIRM) No. 06059C0108J and No. 06059C0116J (December 3, 2009), the opportunity sites are located within Zone X, which comprises areas of 0.2 percent annual chance flood (500-year flood) or are areas with reduced flood risk due to existence of a levee. As the Katella Avenue and Lincoln Avenue opportunity sites are not located within a 100-year floodplain, the proposed project would not facilitate the development of housing or structures within a 100-year flood hazard area. No impact would occur.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not place structures or housing within a 100-year flood hazard area. No impact would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.10-8 through 4.10-9 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Significant Risk of Loss, Injury or Death Involving Flooding, Including Flooding as a Result of the Failure of a Levee or Dam and Impacts Related to Inundation by Seiche, Tsunami, or Mudflow: Less Than Significant Impact

According to the Safety Element of the City of Cypress General Plan, the Katella Avenue opportunity sites are located within the inundation zone of Carbon Canyon Dam and the Lincoln Avenue opportunity sites are located within the inundation zone of either Prado Dam or Whittier Narrows Dam. During a flood, Seven Oaks Dam stores water destined for Prado Dam for as long as the reservoir pool at Prado Dam is rising. When the flood threat at Prado Dam has passed, Seven Oaks Dam begins to release its stored flood water at a rate that does not exceed the downstream channel capacity. Working in tandem, the Prado and Seven Oaks Dams provide increased flood protection to Orange County.

Prado Dam is maintained and inspected to ensure its integrity and to ensure that risks are minimized. In addition, construction of the Santa Ana River Mainstem Project was initiated in 1989, which is nearly complete and will provide increased levels of flood protection to more than 3.35 million people in Orange, San Bernardino, and Riverside Counties. Improvements to the Santa Ana River channel include construction of new levees and dikes. The Prado Dam embankment has been raised and the outlet works have been reconstructed to convey additional discharges.

In conjunction with the Brea and Fullerton Dams, Carbon Canyon Dam is vital for the flood control protection of portions of the coastal plains in Orange County. The current water control manual for Carbon Canyon Dam was approved in December 1990.

Whittier Narrows Dam and Reservoir is a central element of the Los Angeles County Drainage Area flood control system. Construction of the dam was completed in 1957. Flood releases from the dam may be reduced as necessary so as not to exceed the flow conveyance capacity of downstream flood risk management channels. An extensive system of the USACE and County telemetered rain gages and stream gages monitor precipitation and streamflow throughout the watershed on a continuous basis to aid in management of water releases.

Although development associated with the proposed project would be constructed in an inundation zone, the proposed project would not increase the chance of inundation from failure of Carbon Canyon Dam, Whittier Narrows Dam, or Prado Dam. Additionally, the entire City of Cypress is within a dam inundation zone. The potential for dam failure is remote and the City's emergency evacuation plans would be implemented if these dams were susceptible to rupture during heavy rains or other

events. Therefore, impacts of the proposed project related to the exposure of people and structures to significant risk associated with flooding as a result of dam failure would be less than significant.

There are no open bodies of water in the vicinity of the City; therefore, it is not located within an inundation zone of a seiche. The City is also relatively flat and not at risk from mudflow. The City is located approximately 5 miles northeast of the Pacific Ocean. No opportunity sites are located within a tsunami inundation zone, according to the Orange County Tsunami Inundation Maps. Therefore, impacts related to inundation by seiche, tsunami, or mudflow would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam, or be subject to inundation be seiche, tsunami, or mudflow. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.10-9 through 4.10-10 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Impacts Related to an Increase in Pollutants for which the Receiving Waterbody is Already Impaired as Listed on the Clean Water Act (CWA) Section 303(d) List: Less Than Significant Impact

The proposed project is programmatic in nature and would not include any physical development or directly result in an increase of pollutants to any receiving waters. As specified in Regulatory Compliance Measure (RCM) HYD-2, preparation of a WQMP would ensure BMPs would be implemented and maintained during future project operation to target and reduce pollutants in stormwater runoff from the project site during operation. Preparation of a WQMP specify how a future project would target and reduce pollutants of concern in stormwater runoff from the project site, including those contributing to downstream water quality impairments. Therefore, with implementation of RCM HYD-2, impacts related to an increase in pollutants for which the receiving waterbody is already impaired as listed on the Clean Water Act (CWA) Section 303(d) list would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in increased pollutants within an impaired water body as listed on the Clean Water Act Section 303(d) list. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) HYD-2 would be applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.10-10 through 4.10-11 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Exacerbation of Sensitive Conditions within Environmentally Sensitive Areas and Potentially Significant Environmental Impacts on Surface Water Quality to Either Marine, Fresh, or Wetland Waters: No Impact

According to the Orange County MS4 Permit, Environmentally Sensitive Areas are areas such as those designated as Areas of Special Biological Significance (ASBS) or waterbodies listed on the CWA Section 303(d) list of impaired waters. The opportunity sites are not tributary to an ASBS. As discussed above, the proposed project is programmatic in nature and would not include any physical development. Future development associated with the proposed project would be evaluated for impacts to any CWA Section 303(d) impaired waterbodies. Therefore, the proposed project would not directly result in an increase of pollutants to any receiving waters. Therefore, implementation of the proposed project would not result in any impacts to environmentally sensitive areas.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not exacerbate sensitive conditions within environmentally sensitive areas or have a potentially significant environmental impact on surface water quality to either marine, fresh, or wetland waters. No impacts would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.10-11 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Impacts to Aquatic, Wetland, or Riparian Habitat: Less Than Significant Impact

Finding: The City adopts CEQA Finding 1.

The opportunity sites are currently developed and located in urban areas. No natural streams, federally protected wetlands, or riparian habitat are located on the opportunity sites. Future development associated with the proposed project would implement construction and operational BMPs, as specified in RCM HYD-1 and HYD-2. Consequently, development of the proposed project would have a less than significant impact on aquatic, wetland, or riparian habitat.

The City hereby finds that the proposed project would not impact aquatic, wetland, or riparian habitat. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measures (RCMs) HYD-1 and HYD-2 would be applicable to the proposed project.

Supportive Evidence: Please refer to page 4.10-11 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Significant Environmental Effects Related to the Operation of New or Retrofitted Stormwater Treatment Control Best Management Practices: Less Than Significant Impact

The proposed project is a policy level project and would not directly propose any physical development and therefore would not result in impacts related to hydrology and water quality. Future physical improvements associated with the proposed project would be required to demonstrate that new or retrofitted stormwater treatment BMPs would not cause significant environmental impacts occur. Future development projects would be subject to separate environmental review on a project-specific basis, in accordance with the provisions of CEQA and the *State CEQA Guidelines*. Some of the future infill and redevelopment projects may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300-15332. Additionally, a project-specific WQMP would be required to detail BMP maintenance and inspection plans which would minimize potential odors and vectors. Therefore, impacts related to BMPs would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not include new or retrofitted stormwater treatment control Best Management Practices, the operation of which could result in significant environmental effects. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.10-11 through 4.10-12 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.11 Land Use and Planning

Physical Division of an Established Community: Less Than Significant Impact

The opportunity sites are within an urbanized area and future residential development within the opportunity sites would not physically divide an established community. Therefore, impacts related to the physical division of an established community would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not physically divide an established community. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.11-1 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Conflicts with Land Use Plans, Policies, or Regulations Adopted for the Purpose of Avoiding or Mitigating an Environmental Effect: Less Than Significant Impact

Implementation of the proposed project would result in land use changes within the City. These changes would occur exclusively within existing specific plans and would require rezoning to accommodate residential development, or higher density residential development than currently allowable, consistent with the City's RHNA allocation. A project's inconsistency with a plan or policy is only considered significant if such inconsistency would result in a significant physical environmental impact (per *State CEQA Guidelines* Section 15382).

The proposed project would include rezoning of sites to allow higher densities than are allowed under current designations, and would amend the General Plan, Zoning Ordinances, and the Specific Plans as needed to align with this change and other aspects of the updated 2021–2029 City General Plan Housing Element. Therefore, existing land use policies that are not already consistent with the proposed project would be amended accordingly, eliminating any possible land use conflicts.

With adoption of the 2021-2029 General Plan Housing Element Update and the necessary conforming changes to land use designations, zoning, and Specific Plans, the proposed project would create consistency between the 2021–2029 General Plan Housing Element Update and applicable City land use and planning policies. Additionally, any future projects implemented in accordance with the proposed zoning changes would be reviewed against applicable land use policies as a part of the future development review process. Therefore, the proposed project would result in less than significant impacts related to potential conflicts with applicable land use plans, policies, and regulations.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not 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. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.5-11 through 4.5-22.

4.12 Mineral Resources

Loss of Availability of Known Mineral Resources or a Locally Important Mineral Resource Recovery Site: No Impact

The opportunity sites have been classified by the California Division of Mines and Geology (CDMG) as MRZ-1 and MRZ-4, indicating that they are in an area where either (1) adequate information indicates that no significant mineral deposits are present or where it is judged that little likelihood exists for

their presence, or (2) information is inadequate for assignment to any other mineral resource zone. 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. Furthermore, according to the City's General Plan Conservation/Open Space/Recreation Element, there are no mineral resources as defined by the CDMG within the City. Because the project site is clearly shown to not be a part of a mineral resource zone containing any known valuable mineral resources, there is a high unlikelihood of minerals being extracted at the opportunity sites. Therefore, no impact related to the loss of availability of a known mineral resource or a mineral resource recovery site that would be of value to the region and to the residents of the State would result from project implementation.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in the loss of availability of a known mineral resources that would a value to the region or the residents of the state or result in the loss of availability of a local important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. No impacts would occur. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.12-1 through 4.12-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.13 Noise

Substantial Temporary or Permanent Increase in Ambient Noise Levels: Less Than Significant Impact

Implementation of the City of Cypress' 2021–2029 Housing Element update and rezoning program would alter existing development patterns and increase residential density. These activities could result in the potential demolition of structures, construction, and site grading, the location of residential uses near stationary noise sources, as well as increased traffic generation. All these activities have the potential to increase ambient noise and vibration levels within the City of Cypress and to exceed acceptable noise standards.

Many of the opportunity sites are adjacent to primary noise sources within the City (major roadways). The provision of additional housing units could result in noise-sensitive land uses being located within or adjacent to noise contours above 60 CNEL. However, any new construction would need to be consistent with the General Plan Noise Element.

Potential sources causing a permanent increase in ambient noise include noise resulting from increased traffic on roadways within the City. It is projected that traffic volumes on some streets within the City would increase and some would decrease due to the proposed land use changes and subsequent changes in average daily trip (ADT) generation. The significance criteria define a significant impact to occur if the project would result in a substantial (3 dBA or greater) permanent increase in ambient noise levels in the project vicinity above levels without the project. For traffic noise to increase by 3 dBA, traffic volumes would have to double. The anticipated change in traffic volumes associated with the proposed project would result in traffic noise increases of up to 0.2 dBA, which is considered less than the threshold of perceptibility for humans (i.e., 3 dBA). Therefore, traffic noise

regulated under the proposed project would not be readily perceptible in a suburban outdoor environment, and would not increase noise levels in excess of applicable standards, and impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate 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. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.6-7 through 4.6-10.

Excessive Ground-borne Vibration or Ground-borne Noise Levels: Less Than Significant Impact

The proposed project would allow for the development of additional housing units on the opportunity sites and would not generate vibration. In addition, vibration levels generated from project-related traffic on the adjacent roadways would be highly unusual for on-road vehicles because the rubber tires and suspension systems of on-road vehicles provide vibration isolation. Therefore, vibration generated by project-related traffic on the adjacent roadways would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate excessive ground-borne vibration or ground-borne noise levels. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR page 4.6-10.

Excessive Noise Levels Due to Proximity to an Airport: Less Than Significant Impact

The project site is not within the 60 A-weighted decibel community noise equivalent level (dBA CNEL) or 65 dBA CNEL noise contours for Joint Forces Training Base (JFTB) Los Alamitos. Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels from aircraft-related operations.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not expose people residing or working in the project area to excessive noise levels due to proximity to an airport. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.13-1 through 4.13-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.14 Population and Housing

Substantial Unplanned Population Growth: Less Than Significant Impact

As discussed above, the City's housing need allocation for the planning period between 2021 and 2029 is 3,936 units. The 2021–2029 Housing Element identifies several adequate sites that able to accommodate the development of up to 1,946 new housing units (504 of which have already been entitled), but the City has a large unaccommodated housing need of 1,990 units to meet its RHNA allocation of 3,936 units. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units, corresponding net population increase of approximately 4,605 persons.

Any future projects implemented in accordance with the proposed rezoning and updated land use designations would be required to adhere to the City's General Plan, provide required development impact fees, and comply with applicable development regulations. Ultimately, as part of the development review process, all future projects would be required to demonstrate during the development review process that service providers would ensure adequate public services and utilities are available. Additionally, each of the opportunity sites is in urbanized settings with a full range of public services and utilities. Future residential uses would replace existing land uses and not induce additional growth or require the extension of roads or other infrastructure, because the roads and infrastructure are already in place with adequate capacity to serve the new development on the opportunity sites.

Although the proposed project would facilitate the development of new housing in the City, the new housing would not induce substantial unplanned population growth, as the proposed project is designed to meet the City's housing need allocation for the planning period between 2021 and 2029 of 3,936 units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City as evaluated in the SCAG RHNA. In addition, the opportunity sites are in urbanized settings with a full range of public services and utilities. Therefore, the proposed project would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, directly or indirectly, would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not induce substantial unplanned population growth in the area, either directly or indirectly. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.7-6 through 4.7-8.

Displacement of People or Housing Resulting in Need for Replacement Housing: No Impact

Under existing conditions, no housing currently exists on the opportunity sites, and implementation of the proposed project would not displace any housing or associated populations. Instead, the proposed project intends to provide the City with an up to an additional 2,314 housing units, which

would add approximately 4,605 residents to the City's population. Therefore, there would be no impact related to the displacement of substantial numbers of existing people or housing.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. The project would result in no impacts. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.14-1 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.15 Public Services

Fire Protection Services: Less Than Significant Impact

The proposed project is programmatic in nature and would not directly result in physical development. However, the proposed project would accommodate an additional 2,314 housing units within the City at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units. According to the 2017 American Housing Survey, the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the American Housing Survey) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area was 1.99 persons. As such, the construction of up to 2,314 additional housing units under the proposed project would result in a net increase of approximately 4,605 persons. This increase in the City's population could result in an increase in fire protection calls within the City; however, such calls would be generally consistent with the types of calls the OFCA responds to at similar residential developments in the City. Additionally, each of the opportunity sites are either currently developed or surrounded by existing development and are in areas of the City already served by OCFA.

As discussed above, the OCFA currently serves more than 1,984,758 residents from its 77 fire stations throughout the County, including Fire Station No. 17 within the City and Fire Station Nos. 2 and 84 nearby. The addition of 4,605 residents would increase the population served by 0.2 percent. This increase in population served by OFCA is negligible (less than 1 percent and would not impact OCFA's ability to serve the City.

Any future housing projects implemented in accordance with the proposed project would be required to adhere to all OCFA requirements, including providing adequate fire flow/structure protection to the opportunity sites, hydrants spaced to meet the minimums identified in the fire code, and providing adequate access for emergency vehicles. Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that fire service providers would be able to provide adequate fire protection through building design requirements and access. Further, all future projects implemented in accordance with the proposed project would be subject to additional CEQA review related to specific development applications. As detailed in Regulatory Compliance Measure

(RCM) PS-1, during the development and CEQA review process, future projects would be required to coordinate with OCFA to determine the appropriate development impact fees required for the project to offset potential impact to OCFA staffing and service ability. Therefore, impacts on fire protection services would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts relating to fire protection services. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) PS-1 would be applicable to the proposed project.

Supportive Evidence: Please refer to Draft EIR pages 4.8-11 through 4.8-12.

Police Protection Services: Less Than Significant Impact

Implementation of the proposed project would facilitate the construction of 2,314 housing units, which is estimated to result in a net increase of 4,605 persons to the City's population. This increase in the City's population could result in an increase in calls to law enforcement within the City; however, such calls would be generally consistent with the types of calls the CPD responds to at similar residential developments in the City. Additionally, each of the opportunity sites are surrounded by existing development and are in areas of the City already served by CPD.

CPD currently has 55 sworn personnel and in 2019, had an officer-to-resident ratio of 1 CPD officer per 1,000 residents. Since 2019, the officer-to-resident ratio has fluctuated around 1 CPD officer per 1,000 residents. In 2021, the City had a population of 49,926, increasing the officer-to-resident ratio to 1.1 CPD officer per 1,000 residents. The increase of 4,605 persons in the City as facilitated by the proposed project would result in an officer-to-resident ratio of 1 CPD officer per 1,000 residents, which is consistent with the officer-to-resident ratio of the City since 2019. Although the proposed project would likely result in an increase in calls to law enforcement within the City due to the population increase associated with the construction of 2,314 additional housing units, CPD has confirmed that it anticipates hiring additional officers to adequately serve future population growth in the City, including the population increase associated with the proposed project. In addition, CPD has confirmed that it has adequate facilities to accommodate additional officers.

Any future housing projects implemented in accordance with the proposed project would be required to adhere to all applicable policies and codes related to the provision of police services. Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that law enforcement providers would be able to provide adequate police protection services. Future housing projects at the opportunity sites would be subject to additional CEQA review related to specific development applications. Therefore, impacts on police protection services would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts relating to police protection services. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.8-12 through 4.8-13.

Schools: Less Than Significant Impact

Implementation of the proposed project would result in 2,144 units in the Cypress School District (CSD), 79 units in the Centralia Elementary School District (CESD), 91 units in the Los Alamitos Unified School District (LAUSD), and 2,144 units in the Anaheim Union High School District (AUHSD). Based on the above generation factors, it is estimated that the 2,314 additional residential units allowed under the proposed project would result in 547 additional students in the CSD, 25 in the CESD, 64 students in the LAUSD (46 elementary school students and 18 middle/high school students), and 429 students in the AUHSD. The increase in students as a result of project implementation would increase the demand for school facilities. However, future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA, which is based on population estimates, including school-aged children, for the City. Therefore, although implementation of the proposed project would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in the City's population.

AUHSD's enrollment was 27,748 students in the 2022–2023 school year. 429 new middle and high school level students represents a 1.5 percent increase to AUHSD's student enrollment population. According to the AUHSD Facilities Master Plan Update, the AUHSD is experiencing an overall decline in enrollment of approximately 3,200 students through the 2025–2026 school year in the cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton. With the AUHSD's projected decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that AUHSD would have sufficient capacity to accommodate new middle and high school level students generated with implementation of the proposed project.

According to the Residential and Commercial/Industrial Development School Fee Justification Study completed for the CSD by Cooperative Strategies and dated April 30, 2020, the CSD had a facilities capacity of 4,400 students in the 2019–2020 school year. As previously discussed, CSD's enrollment was 3,389 students in the 2022–2023 school year. As such, the CSD is operating under capacity and has an additional 1,011 seats available for new students. The 547 new elementary level students under the proposed project could be accommodated by the CSD's available capacity. In addition, with implementation of RCM PS-1, it is expected that CSD would have sufficient capacity to accommodate new elementary level students generated by the additional housing units allowed under the proposed project. The fees would be collected by the AUHSD and shared equally with the CSD.

The CESD had been experiencing a decline in enrollment between the 2016–2017 school year and the 2020–2021 school year; however, since the 2020–2021 school year, the school district has registered

a small increase in enrollment. Under the proposed project, 25 new elementary level students would be added to the CESD. The Applicant/Developer of future residential development projects allowed under the proposed project would be required to pay fees to reduce any impacts of new residential development on school services as provided in Regulatory Compliance Measure (RCM) PS-2. Although in recent years the CESD has experienced a slight increase in enrollment, because of the district's historic decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that CESD would have sufficient capacity to accommodate elementary school level students generated with implementation of the proposed project.

The LAUSD has been experiencing a decline in enrollment since the 2016–2017 school year. The proposed project would generate 46 new elementary level students and 18 new middle/high school level students, for a total of 64 new students, within the LAUSD. This increase in students can be accommodated by the LAUSD. In addition, the Applicant/Developer of future residential development projects allowed under the proposed project would be required to pay such fees to reduce any impacts of new residential development on school services as provided in Regulatory Compliance Measure RCM PS-2. With the LAUSD's continued pattern of decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that LAUSD would have sufficient capacity to accommodate new students generated with implementation of the proposed project.

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-2, potential impacts to school services and facilities associated with implementation of the proposed project would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts relating to school facilities. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) PS-2 would be applicable to the proposed project.

Supportive Evidence: Please refer to Draft EIR pages 4.8-13 through 4.8-16.

Parks: Less Than Significant Impact

The proposed project could add up to 4,605 new residents to the City's population, which could increase usage of City parks and recreational facilities. Impacts to recreational facilities remain less than significant by requiring every subdivider to either dedicate land, pay a park fee, or do both, for the purposes of providing park and recreational facilities pursuant to Regulatory Compliance Measure REC-1. All future projects implemented in accordance with the updated General Plan and Zoning code amendments would be required to comply with the City of Cypress General Plan. Therefore, because the proposed project does not require the construction or expansion of public recreation facilities and

because in-lieu park fees would be paid, as described in Regulatory Compliance Measure REC-1, impacts to parks and recreation facilities would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts relation to parks. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) REC-1 would be applicable to the proposed project.

Supportive Evidence: Please refer to page 4.15-4 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Other Public Facilities: Less Than Significant Impact

The Cypress Community Center, which provides regular classes and programming for local residents, is located at 5700 Orange Avenue. The Cypress Senior Center is located at 9031 Grindlay Street. The proposed project could increase the City's population by up to 4,605 residents, which would increase demand for use of these public facilities. The project-related population increase and accompanying demand for community services and programs at the Cypress Senior Center and the Cypress Community Center. However, the proposed project is not expected to trigger the need for new or physically altered community facilities because those facilities were designed to accommodate community classes and social events throughout the year. 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

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts to other public facilities beyond those identified in the Draft EIR. Less than significant impacts are anticipated. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.15-4 through 4.15-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.16 Recreation

Deterioration of Parks and Other Recreation Facilities: Less Than Significant Impact

The proposed project consists of programmatic updates that would make possible new residential development that could potentially result in significant impacts. The proposed project has the potential to develop approximately 2,314 housing units on the opportunity sites, which could add

approximately 4,605 residents to the City's population. The City's Municipal Code states a goal of providing 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 purposes that are made available at K-12 schools through a cooperative arrangement between the City, local school districts, and local park and recreation districts. The City currently has 82 acres of parkland available for its 50,151 residents, and it currently provides approximately 1.6 acres of parkland per 1,000 residents. The additional 4,605 residents would change this ratio to 1.5 acres of parkland per 1,000 residents.

As specified in the City of Cypress Municipal Code Section 25-43, Relation of Land Required to Population Density, the City collects park dedication and in-lieu fees which are applicable to new residential construction that qualify as dwelling units as defined by section 6.31.020(D) of the Cypress Zoning Ordinance and Section 205(D) of the 2001 California Building Code as they currently exist. Impacts to recreational facilities remain less than significant by requiring every subdivider to either dedicate land, pay a park fee, or do both, for the purposes of providing park and recreational facilities (as set forth in Regulatory Compliance Measure (RCM) REC-1). All future projects implemented in accordance with the updated General Plan and Zoning code amendments would be required to comply with the City of Cypress General Plan. Therefore, impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not increase the use of existing neighborhood and regional parks or other recreation facilities such that substantial physical deterioration of the facility would occur or be accelerated. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) REC-1 would be applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.16-1 through 4.16-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Construction or Expansion of Recreational Facilities Resulting in an Adverse Physical Effect: Less Than Significant Impact

Although the proposed project would not directly result in physical development, the Housing Element update and rezoning program would allow for the development of additional housing in the Cypress, which could result in the potential addition of approximately 4,605 residents. This increase in population could incrementally increase usage of City parks and recreational facilities. The proposed project would not include any recreational facilities that would be open to the general public, and would not cause or accelerate the substantial physical deterioration of existing recreational facilities, so it would not require the construction or expansion of off-site recreational facilities.

The City of Cypress Municipal Code, Section 25-43, 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 purposes that are made available at K–12 schools through a cooperative arrangement

between the City, local school districts, and local park and recreation districts. This arrangement results in a total of 4.5 acres of land per 1,000 residents. Any future projects implemented in accordance with the updated General Plan and Zoning code amendments would comply with the applicable provisions in Chapter 25, Article 6, Park and Recreational Facilities, of the City's Municipal Code (as set forth in Regulatory Compliance Measure REC-1), which requires the payment of an in-lieu park fee, the dedication of land for park and recreational purposes, or both, based on a standard of 3.0 acres of land for park and recreational purposes for each 1,000 residents.

For all future projects developed in accordance with the updated General Plan and Zoning code amendments, the City will require the Applicant to pay fees and/or dedicate parkland as identified in Regulatory Compliance Measure REC-1. Therefore, with the payment of in-lieu park fees and/or the dedication of parkland, impacts to recreation requirements would be less than significant. Therefore, any future projects implemented in accordance with the proposed project would not include recreational facilities or require the construction or expansion of recreational facilities, which would have an adverse physical effect on the environment. Potential impacts would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment; however, the project's potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.16-2 through 4.16-3 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.17 Transportation

Conflict with a Program, Plan, Ordinance or Policy Related to the Circulation System: Less Than Significant Impact

Based on the significance threshold criteria determined by the City of Cypress, no operational deficiencies would occur at any of the studied intersections under the General Plan Buildout (2045) conditions with implementation of the proposed project. In 2045, all intersections would operate at an acceptable LOS (D or better) and intersections along Valley View Street, Lincoln Avenue, and Katella Avenue would also operate at an acceptable LOS (E or better). Based on the LOS analysis, implementation of the proposed project would not create significant LOS changes under General Plan Build out conditions.

In addition, a VMT analysis was conducted for the proposed project based on the OCTAM model, using the County of Orange as the region. Based on the significance threshold criteria determined by the County of Orange, the cumulative citywide VMT per service population, under the proposed project rezoning scenario, would be lower than the regional threshold. Based on VMT analysis results, implementation of the proposed project would not exceed the threshold based on service population.

LOS and VMT analyses showed that the proposed project would not exceed significance thresholds established by the City of Cypress and County of Orange. Additionally, compliance with the City's Municipal Code would address transportation design and emergency access. The City's Circulation Element includes numerous policies and implementation measures that are aligned with the objectives and priorities identified in the scoping comment letter from Caltrans District 12. Therefore, the proposed project would have a less than significant impact on transportation.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Potential impacts are less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.9-14 through 4.9-17.

Conflicts or Inconsistencies with CEQA Guidelines Section 15064.3(b): Less Than Significant Impact

According to *State CEQA Guidelines* Section 15064.3(a), project-related transportation impacts are generally best measured by evaluating the project's VMT, which refers to the amount and distance of automobile travel attributable to a project. The proposed project would result in a significant impact related to VMT if the cumulative citywide VMT per service population is higher than Orange County's baseline VMT per service population. Under general build-out conditions in the year 2045, the VMT under the proposed project scenario would not exceed Orange County's threshold. Therefore, the project would have a less than significant transportation impact.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b). Potential impacts are less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR page 4.9-18.

Increase in Hazards Due to a Geometric Design Feature or Incompatible Uses: Less Than Significant Impact

While implementation of the 2021–2029 Housing Element and rezoning program would allow infill development/redevelopment, there is no immediate physical development associated with the project as it is defined. Subsequent development of the opportunity sites would be analyzed on a project-by-project basis as design and layout of the projects are determined. Site-specific traffic

analysis assessing potential hazard would be required for any subsequent infill development/redevelopment in accordance with City standards to reduce impacts to less than significant. As subsequent infill and redevelopment residential projects occur, potential project specific impacts would be assessed, and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines*. Impacts of the proposed project related to geometric hazards would therefore be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not substantially increase hazards due to a geometric design feature or incompatible uses. Potential impacts are less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.17-1 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

Inadequate Emergency Access: Less Than Significant Impact

While implementation of the 2021–2029 Housing Element and rezoning program would allow infill development/redevelopment, there is no immediate physical development associated with the project as it is defined. Subsequent development of the opportunity sites would be analyzed on a project-by-project basis as design and layout of the projects are determined. Site-specific traffic analysis assessing emergency access would be required for any subsequent infill development/redevelopment in accordance with City standards to reduce impacts to less than significant. As subsequent infill and redevelopment residential projects occur, potential project specific impacts would be assessed, and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines.* Impacts of the proposed project to emergency access would therefore be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in inadequate emergency access. Potential impacts are less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to page 4.17-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.18 Tribal Cultural Resources

Adverse Change in the Significance of a Tribal Cultural Resource 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): Less Than Significant Impact

In January 2020, a cultural resource record search was completed as part of the environmental review process for the proposed mixed-use Cypress City Center project, located directly across Katella Avenue to the south of the CBPC Specific Plan opportunity site. A record search was conducted at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS) at California State University, Fullerton. The California State Historic Resources Inventory (HRI), National Register of Historic Places (National Register), California Historical Landmarks (SHL), California Points of Historical Interest (SPHI), and various local historical registers were examined. No tribal archaeological resources had been previously recorded within the Cypress City Center site, and none were discovered as a result of the record search . Because the Cypress City Center site is located within the CBPC Specific Plan Area, this record search can be reasonably applied to the proposed project's opportunity sites within the CTCC Specific Plan and CBPC Specific Plan. Numerous previous searches have concluded that the Lincoln Avenue Specific Plan (LASP) Area contains no archaeological sites with the potential to yield tribal cultural resources. An IS/MND prepared for the City's 2009 Housing Element Update, which included an amendment to the LASP, found that no historic and/or cultural resources were located on or adjacent to the LASP area. This has been upheld by other reports in the following years. As a result of the conditions discussed above, a new tribal cultural resource records search under the proposed project was determined to be unnecessary by the City.

Native American consultations were conducted in compliance with SB 18 and AB 52. As part of these consultations, the City asked the NAHC to conduct a record search of the Sacred Lands File (SLF) to identify known tribal cultural resources, which yielded negative results. The City also asked the NAHC to provide a list of recommended tribal contacts applicable to the project, which were contacted on November 8, 2022, and formally invited to consult with the City on the proposed project, as well as to provide information on known tribal cultural resources not contained within NAHC or CHRIS records.

At the time of the EIR's preparation, one response has been received. Chairman Andrew Salas responded on behalf of the Gabrieleno Band of Mission Indians – Kizh Nation that consultation regarding the project was not necessary. Chairman Salas stated that the tribal government would like consultation for all future projects within the project's location. Therefore, no further action or consultation with the above NAHC-listed tribes is required at this time; however, consultation is requested by the Gabrieleno Band of Mission Indians – Kizh Nation for future City projects on a case-by-case basis.

No information regarding specific known tribal cultural resources on the opportunity sites was provided by the tribe. 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 opportunity sites, and there are no known tribal cultural resources on the opportunity sites. However, because future development of the opportunity sites could require excavation and other potentially disturbing aspects of construction into soils, there is a potential to uncover undiscovered tribal cultural resources

during excavation, including human remains. Therefore, while unlikely, the presence of undiscovered subsurface tribal cultural resources within the project site is possible, and these resources could potentially be affected by construction activities.

Regulatory Compliance Measure (RCM) CUL-1, as detailed with respect to Cultural Resources, requires compliance with California PRC Section 21083.2(g) for the treatment of unearthed archaeological resources. Adherence to regulatory standards included in Regulatory Compliance Measure RCM CUL-1 would reduce the impact of the proposed project on unknown unique archaeological resources to less than significant, in the event that previously unknown deposits with tribal cultural significance are discovered during construction activities within any of the opportunity sites. As also discussed with respect to Cultural Resources, Regulatory Compliance Measure RCM CUL-2 requires compliance with the State's Health and Safety Code for the treatment of human remains. Adherence to regulatory standards included in Regulatory Compliance Measure RCM CUL-2 would reduce the impact of the proposed project on human remains to less than significant, in the event that previously unknown remains are discovered during construction activities within any of the opportunity sites.

The proposed project would have less than significant impacts pertaining to 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.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate substantial impacts on tribal cultural resources. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.10-5 through 4.10-8.

4.19 Utilities and Service Systems

Relocation or Construction of New or Expanded Water, Wastewater Treatment, Stormwater Drainage, Electric Power, Natural Gas, or Telecommunication Facilities That Would Cause a Significant Environmental Effect: Less Than Significant Impact

The proposed project is programmatic in nature but would accommodate an additional 2,314 housing units at the opportunity sites, which would result in a net population increase of approximately 4,605 persons.

According to CalEEMod projections, future residential development facilitated by the proposed project would result in approximately 86,834,354 gallons per year (gpy) or 267 acre-feet per year (afy) of indoor water use. The proposed project's anticipated water usage accounts for 1.7 percent of the

estimated water demand and 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the Golden State Water Company (GSWC) Los Alamitos West Orange Service Area.

The future residential development facilitated by the proposed project is anticipated to generate approximately 240 acre-feet of wastewater annually, or 214,116 gallons of wastewater per day. This accounts for 0.11 percent of the Orange County Sanitation District's (OCSD) daily capacity, 0.10 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2. Consequently, anticipated wastewater generation by the proposed project is negligible (less than 1 percent) compared to the available capacities of OCSD, Reclamation Plant No. 1, and Treatment Plant No. 2.

Any future projects implemented in accordance with the proposed project which disturb more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a SWPPP. The SWPPP would include construction BMPs to control and direct on-site surface runoff and would include detention facilities, if required, to ensure that stormwater runoff from the construction site would not exceed the capacity of the stormwater drainage systems. If applicable, a SWPPP would also detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. If a future project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2022 California Green Building Standards Code (CALGreen Code). The CALGreen Code requires projects that disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion and sediment control and good housekeeping BMPs to prevent pollution of stormwater runoff during construction activities.

The new development allowed under the proposed project would also comply with the Orange County MS4 Permit, which requires the preparation of a Final WQMP and implementation of operational BMPs to target and reduce pollutants of concern in stormwater runoff from project sites. Compliance with the Orange County MS4 Permit would reduce operational impacts related to surface water quality standards, waste discharge requirements, and/or degradation of water quality to a less than significant level.

Based on the CalEEMod outputs for the proposed project, the estimated electricity demand associated with the operation of the new residential development allowed under the proposed project is approximately 8,482,740 kilowatt-hours (kWh) per year. Therefore, operation of the future residential development facilitated by the proposed project would increase annual electricity consumption in the SEC service area and Orange County by approximately 0.01 and 0.04 percent, respectively. Consequently, anticipated electricity consumption by the proposed project is negligible (less than 1 percent) compared to the total consumption of the SCE service area and Orange County. The proposed project would not require the construction of any physical improvements related to the provision of electricity services that would result in significant environmental impacts.

Based on the CalEEMod outputs for the proposed project, the estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 25,701,324 thousand British thermal units (kBTU) per year, or approximately 257,075 therms per year. Therefore, operation of the

new residential development allowed under the proposed project would increase annual consumption in the SoCalGas service area and Orange County by approximately 0.005 and 0.04 percent, respectively. Consequently, the anticipated natural gas consumption by the proposed project would be negligible (less than 1 percent) compared to the total consumption of the SoCalGas service area and Orange County. 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.

Telephone, television, and internet services are offered by a variety of providers in the City. Any future projects that would be developed in accordance with the proposed project would be responsible for constructing adequate telecommunication facility extensions on their respective project sites. The construction and expansion 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.

Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to utilities. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. Additionally, some of the housing units that would be facilitated under the proposed project would replace existing urban uses that currently generate a demand for the utilities discussed above and are assumed in respective utility provider projections.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunication facilities that would cause a significant environmental effect. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.11-10 through 4.11-15.

Insufficient Water Supplies: Less Than Significant Impact

The proposed project would accommodate an additional 2,314 housing units at the opportunity sites. In addition to the 1,946 housing units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units.

According to water demand factors included in the CalEEMod emissions model, future development allowed under the proposed project is estimated to demand approximately 86,834,354 gallons per year (gpy) or 267 afy of indoor water use. Therefore, the estimated increase in water demand associated with the new development proposed as part of the project would represent approximately 1.7 percent of the GSWC's anticipated water demand in 2045. Additionally, some of the 2,314 housing units that would be accommodated with implementation of the proposed project would replace existing uses that currently are assumed in the water use projections. The project-generated increase in water demand would be considered less than significant and would fall within existing capacity and available supply.

According to the 2020 UWMP, GSWC's available water supply would meet the future projected demand for normal year demands from 2025 through 2045. GSWC's Los Alamitos West Orange Service Area has a diverse water supply portfolio that allows GSWC to conjunctively use surface and groundwater assets. Water supply reliability is a result of the projected reliability of MWDOC, a member agency of MWD, which expects to provide reliable imported water supplies, OCWD management of the Orange County Groundwater Bain to ensure reliability, and conservation derived supply. Groundwater imported water from MWDOC, and the small amount of recycled water delivered within the service area by the City of Cerritos and the City of Seal Beach are all resilient during dry conditions and GSWC Los Alamitos West Orange Service Area is therefore not faced with shortages during normal or dry years. In addition, as previously discussed, the residential units facilitated by the proposed project are anticipated to use 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC Los Alamitos West Orange Service Area.

Therefore, the proposed project would not result in insufficient water supplies during normal, dry, and multiple dry years, and adequate water supply would be available to accommodate the future residential development on the opportunity sites facilitated by the proposed project. The proposed project would increase demand for water supplies; however, the GSWC would have sufficient water supplies to the serve the proposed project. Therefore, the proposed project would result in less than significant impacts related to water supplies.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would have sufficient water supplies available to serve the project and reasonably foreseeable future developments during normal, dry, and multiple dry years. Impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.11-15 through 4.11-16.

Inadequate Capacity to Serve Projected Wastewater Treatment Demand in Addition to the Provider's Existing Commitments: Less Than Significant Impact

The proposed project is anticipated to generate 214,116 gpd of wastewater. However, the 214,116 gpd of wastewater generated by the proposed project would only represent a small fraction of the primary daily treatment capacity of OCSD Reclamation Plant No. 1 and Reclamation Plant No. 2 (0.10 percent and 0.13 percent, respectively). Additionally, through its Capital Improvement Program, the OCSD 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. Through these long-range planning activities, the OCSD would be able to accommodate the growth in demand for wastewater treatment generated by the proposed project and other projects in its service area. Therefore, the proposed project would not result in a significant contribution to demands on the treatment capacity of Reclamation Plant No. 1 or Treatment Plant No. 2. Additionally, fees required by the OCSD would sufficiently offset potential impacts generated by the proposed project. Furthermore, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that currently generate wastewater. Therefore, the proposed project would result in less than significant impacts related to the wastewater treatment capacity.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would be adequately served by the wastewater treatment provider's existing capacity in addition to the provider's existing commitments. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR pages 4.11-16 through 4.11-17.

Solid Waste Generation in Excess of State or Local Standards or Capacity of Local Infrastructure: Less Than Significant Impact

Solid waste from future residential development allowed under the proposed project would be required to comply with State and local solid waste reduction, diversion, and recycling policies and regulations. According to CalEEMod calculations, the future residential development facilitated by the proposed project would generate approximately 1,711 tons of solid waste per year. Currently, OCWR maintains and operates three Class III sanitary landfills including the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill. The Frank R. Bowerman Landfill is currently permitted by the California Department of Resources, Recycling, and Recovery (CalRecycle) to receive a maximum of 11,500 tons per day (tpd) of waste, with a currently annual average of 8,500 tpd. The Olinda Alpha Landfill is currently permitted by the CalRecycle to receive a maximum of 8,000 tpd of waste, but currently receives an average of approximately 7,000 tpd. The Prima Deshecha Landfill is currently permitted by CalRecycle to receive 4,000 tpd. The additional solid waste generation of 1,711 tons of solid waste per year, or 4.69 tpd, facilitated by the proposed project represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill, respectively. Consequently, anticipated solid waste generation by the proposed project is negligible (substantially less than 1 percent) compared to the total amount of solid waste received by the three landfills. The proposed project would not require

the construction of any physical improvements related to the provision of solid waste disposal that would result in significant environmental impacts and the OCWR solid waste disposal system would have adequate capacity to serve the proposed project. Furthermore, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses, most of which currently generate solid waste. Therefore, impacts related to solid waste generation from any future projects developed in accordance with the proposed project would be less than significant.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not generate solid waste in excess of State or local standard or in excess of the capacity of local infrastructure or otherwise impair the attainment of solid waste reduction goals. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to Draft EIR page 4.11-17.

Conflict with Federal, State, and Local Solid Waste Management and Reduction Statutes and Regulations: Less Than Significant Impact

The City currently contracts with Valley Vista Waste and Recycling Services, a private solid waste hauler, to collect and dispose of the solid waste generated throughout the City. 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. The California Department of Resources Recycling and Recovery (CalRecycle) tracks and monitors solid waste disposal on a per capita basis.

Although implementation of the proposed project does not involve any physical development, there is a potential for demolition of existing structures in the City and potential construction of 2,314 units. Demolition 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 (pursuant to Regulatory Compliance Measure UTIL-1). The applicants for future development would also be required to submit a Materials Questionnaire should the contractor haul away its own demolition waste. As stipulated by City Ordinance No. 1166 and the 2019 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. Additionally, Valley Vista Services certifies 75 percent diversion for all construction and demolition material, 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. Therefore, the proposed project would

result in less than significant impacts related to federal, State, and local statutes and regulations related to solid wastes.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would comply with federal, state, and local management and reduction statutes and regulations associated with solid waste. Potential impacts would be less than significant. Consequently, no mitigation measures are required for this less than significant impact.

Mitigation Measures: No mitigation is required. However, Regulatory Compliance Measure (RCM) UTIL-1 would be applicable to the proposed project.

Supportive Evidence: Please refer to pages 4.19-3 through 4.19-5 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

4.20 Wildfire

All Thresholds: No Impact

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 opportunity sites as being within 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, and the City does not include an SRA. The nearest VHFHSZ to the opportunity sites is approximately 6 miles to the northeast in Coyote Hills on the western side of Fullerton. The nearest SRA is in Puente Hills, approximately 10 miles northeast of the opportunity sites. Because the City of Cypress is not located in or near an SRA or VHFHSZ, the proposed project would not result in any impacts related to wildfire.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project would not result in any impacts related to wildfire. Consequently, no mitigation measures are required for this no impact determination.

Mitigation Measures: No mitigation is required.

Supportive Evidence: Please refer to pages 4.20-1 through 4.20-2 of the Initial Study prepared for the proposed project (included as Appendix A to the Draft EIR).

5.0 FINDINGS REGARDING POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS WHICH CAN BE MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

The City finds, based upon the threshold criteria for significance presented in the Draft EIR, that the potentially significant environmental effects of the proposed project listed below can be avoided or reduced to insignificance with feasible mitigation measures identified in the Draft EIR. No substantial evidence has been submitted to or identified by the City that indicates that the following impacts would, in fact, occur at levels that would necessitate a determination of significance.

CEQA Guidelines, Section 15126(b), requires a description of any significant environmental effects that cannot be avoided if the proposed project is implemented.

5.1 Aesthetics

No impacts were concluded to be significant.

5.2 Agriculture and Forestry Resources

No impacts were concluded to be significant.

5.3 Air Quality

Impacts related to conflict with or obstruction of implementation of the applicable air quality plan and a cumulatively considerable net increase of a criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard were concluded to be significant and unavoidable.

Impacts related to exposure of sensitive receptors to pollutants as well as impacts related to other emissions, such as odors were concluded to be less than significant.

5.4 Biological Resources

No impacts were concluded to be significant.

5.5 Cultural Resources

No impacts were concluded to be significant.

5.6 Energy

No impacts were concluded to be significant.

5.7 Geology and Soils

No impacts were concluded to be significant.

5.8 Greenhouse Gas Emissions

Conflict with an Applicable Plan, Policy or Regulation Adopted for Reducing Greenhouse Gas Emissions: Less Than Significant Impact with Mitigation Incorporated

Future projects within the proposed opportunity sites would be required to comply with the latest Title 24 and CALGreen Code standards regarding water efficiency and energy conservation requirements. Future projects' compliance with the latest Title 24 and CALGreen Code standards, as

well as the California Model Water Efficient Landscape Ordinance, would ensure a reduction of wastewater and water use. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures. Lastly, vehicles traveling to and from the opportunity sites would comply with the Pavley II (LEV III) Advanced Clean Cars Program. The second 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. Therefore, the proposed project would be consistent with the 2022 Scoping Plan.

Future development implemented in accordance with the proposed rezoning and updated land use designations would accommodate planned regional housing growth included in the SCAG RHNA. Any future projects implemented in accordance with the proposed zoning overlays and updated land use designations would be required to adhere to the City's General Plan. Therefore, since the purpose of the proposed project is to accommodate planned regional housing growth included in the SCAG RHNA, the proposed project would not exceed the growth assumptions in the SCAG's RTP/SCS.

Implementing SCAG's RTP/SCS will greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emissions reduction targets. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits. As such, future additional housing development allowed under the proposed project would be evaluated for its potential to interfere with SCAG's ability to achieve the region's GHG reduction target of 19 percent below 2005 per capita emissions levels by 2035, and whether regional mobile emissions would decrease in line with the goals of the RTP/SCS.

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. With implementation of Mitigation Measure GHG-1, the proposed project would not conflict with an adopted plan, policy, or regulation pertaining to GHG emissions, and impacts are considered less than significant with mitigation.

Finding: The City adopts CEQA Finding 1.

Pursuant to Public Resources Code Section 21081(a) and *State CEQA Guidelines* Section 15091(a), the City hereby finds that changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant effect on the environment to below a level of significance with Mitigation Measure (MM) GHG-1.

Mitigation Measures: Based upon the analysis presented in Section 4.4, Greenhouse Gas Emissions, of the Draft EIR, which is incorporated herein by reference, Mitigation Measure (MM) GHG-1 below is feasible and is made binding through the MMRP. Imposition of this mitigation measure will reduce potentially significant impacts to less than significant.

MM GHG-1 Prior to discretionary approval by the City of Cypress for residential development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), Project Applicants shall prepare and submit a technical assessment evaluating potential project-related greenhouse gas (GHG) impacts to the

City of Cypress for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology. If project-related GHG emissions exceed applicable SCAQMD thresholds of significance and/or Statewide GHG reduction targets, the City of Cypress shall require that applicants for new development projects incorporate mitigation measures to reduce GHG emissions. Mitigation measures could include, but are not limited to, energy efficiency measures, water conservation and efficiency measures, solid waste measures, and transportation and motor vehicle measures. The identified measures shall be included as part of the conditions of approval.

Supportive Evidence: Please refer to Draft EIR pages 4.4-20 through 4.4-24.

5.9 Hazards and Hazardous Materials

No impacts were concluded to be significant.

5.10 Hydrology and Water Quality

No impacts were concluded to be significant.

5.11 Land Use and Planning

No impacts were concluded to be significant.

5.12 Mineral Resources

No impacts were concluded to be significant.

5.13 Noise

No impacts were concluded to be significant.

5.14 Population and Housing

No impacts were concluded to be significant.

5.15 Public Services

No impacts were concluded to be significant.

5.16 Recreation

No impacts were concluded to be significant.

5.17 Transportation

No impacts were concluded to be significant.

5.18 Tribal Cultural Resources

No impacts were concluded to be significant.

5.19 Utilities and Service Systems

No impacts were concluded to be significant.

5.20 Wildfire

No impacts were concluded to be significant.

6.0 FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE ENVIRONMENTAL IMPACTS WHICH CANNOT BE MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

6.1 Aesthetics

No impacts were concluded to be significant and unavoidable.

6.2 Agriculture and Forestry Resources

No impacts were concluded to be significant and unavoidable.

6.3 Air Quality

Conflict with or Obstruct Implementation of the Applicable Air Quality Plan: Significant and Unavoidable Impact

Consistency with the 2022 Air Quality Management Plan (AQMP) would be achieved if the project is consistent with the goals, objectives, and assumptions in this plan to achieve the federal and State air quality standards. Per SCAQMD's CEQA Air Quality Handbook, there are two main indicators of a project's consistency with the AQMP. As for Indicator 1, the proposed project would result in significant and unavoidable long-term operational pollutant emissions. As such, the proposed project would not be consistent with Indicator 1.

The 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 is programmatic in nature and would not directly result in physical development. With respect to determining the proposed project's consistency with AQMP growth assumptions, the projections in the AQMP for achieving air quality goals are based on assumptions in SCAG's RTP/SCS regarding population, housing, and growth trends. According to SCAG's 2020–2045 RTP/SCS, the City's population, households, and employment are forecast to increase by approximately 1,700 residents, 800 households, and 3,100 jobs, respectively, between 2016 and 2045.

The proposed project would accommodate the construction of 2,314 housing units, which are estimated to result in an increase in 4,605 residents. Future development implemented in accordance with the proposed zoning and updated land use designations would accommodate planned regional housing growth included in the SCAG RHNA and would be required to adhere to the General Plan. Therefore, since the purpose of the proposed project is to accommodate planned regional housing growth included in the SCAG RHNA, the proposed project would not exceed the growth assumptions in the SCAG's RTP/SCS or the AQMP.

In addition, since the proposed project would not 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 is not a significant project as defined by the

SCAQMD CEQA Air Quality Handbook. Therefore, it is unlikely that the proposed project would interfere with SCAQMD's goals for improving air quality in the region. The proposed project would not conflict with the 2022 AQMP and, as such, would not jeopardize attainment of the CAAQS and NAAQS in the area under the jurisdiction of the SCAQMD. The proposed project is therefore considered consistent with Indicator 2.

Based on the discussion above, the proposed project would have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1 because the proposed project would result in significant and unavoidable long-term operational pollutant emissions. Although there is no feasible mitigation to reduce operational pollutant emissions to a less than significant level, Mitigation Measure (MM) AQ-1 would require the implementation of all feasible measures to reduce operational impacts associated with the proposed project. In addition, Regulatory Compliance Measure (RCM) AQ-5 would require that all future projects comply with the latest Energy Code and Title 24 requirements for new residential development. Imposition of these measures would not reduce potentially significant impacts to less than significant. As such, impacts would be significant and unavoidable.

Mitigation Measures: Based upon the analysis presented in Section 4.1, Air Quality, of the Draft EIR, which is incorporated herein by reference, Mitigation Measure (MM) AQ-1 listed below under Impact 4.3-2, is feasible and is made binding through the MMRP. Imposition of this mitigation measure will not reduce potentially significant impacts to less than significant. As such, the impact remains significant and unavoidable.

Supportive Evidence: Please refer to Draft EIR pages 4.1-19 through 4.1-22.

Cumulatively Considerable Net Increase of a Criteria Pollutant for Which the Region is Non-Attainment Under an Applicable Federal or State Ambient Air Quality Standard: Significant and Unavoidable Impact

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 ambient air quality standards. 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.

Construction activities associated with the construction of additional housing units that could occur with implementation of the project would be through the horizon year 2045, which would cause short-term emissions of criteria air pollutants. However, as specified in Regulatory Compliance Measure (RCM) AQ-1 through RCM AQ-4, construction of the proposed project would comply with SCAQMD standard conditions, including Rule 403 (Fugitive Dust) to control fugitive dust and Rule 1113 (Architectural Coatings) to control VOC emissions from paint. Compliance with SCAQMD standard conditions is a regulatory requirement and was considered in the analysis of construction emissions. With implementation of these measures, construction emissions associated with the proposed project

would not exceed the significance thresholds established by the SCAQMD for any of the criteria pollutants.

Operational activities associated with the additional housing units would result in long-term air pollutant emissions associated with mobile sources (e.g., vehicle trips), energy sources (e.g., natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment). Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; comply with the requirements of CEQA; and obtain all necessary clearances and permits.

Long-term operation emissions associated with buildout of the 2,314 housing units was calculated using CalEEMod. Project emissions were found to not exceed the significance criteria for NO_X, CO, SO_x, PM_{10}, or $PM_{2.5}$ emissions; however, emissions of VOCs were found to exceed SCAQMD thresholds. Mitigation Measure (MM) AQ-1 would require the implementation of all feasible measures to reduce operational impacts associated with the proposed project, and Regulatory Compliance Measure (RCM) AQ-5 would require all future projects comply with the latest Energy Code and Title 24 solar requirements for new residential development.

While Mitigation Measure AQ-1 and Regulatory Compliance Measure AQ-5 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project, there is currently not enough information to quantify emissions of specific project development that may take place under the proposed project. Without quantification to guarantee a less than significant finding, future development projects may still exceed the SCAQMD regional significance thresholds. Therefore, operation of the proposed project would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the Basin is in nonattainment under an applicable federal or State ambient air quality standard. Impacts would be significant and unavoidable.

Mitigation Measures: Based upon the analysis presented in Section 4.1, Air Quality, of the Draft EIR, which is incorporated herein by reference, Mitigation Measure the following Mitigation Measure (MM) AQ-1 is feasible and is made binding through the MMRP. Imposition of this mitigation measure will not reduce potentially significant impacts to less than significant. As such, the impact remains significant and unavoidable.

MM AQ-1 Prior to issuance of building permits, the City of Cypress shall identify project design details and specifications, where feasible, to document implementation and compliance with the following emission reduction measures. Implementation of the following measures, where applicable, are considered to be applicable, feasible, and effective in reducing criteria pollutant emissions generated by the project:

- All Project Applicants shall incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) at the proposed residential uses to minimize the potential impacts of air pollution on sensitive receptors.

- All Project Applicants shall incorporate fuel-efficient heating equipment and other appliances, such as water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, boiler units, and low or zero-emitting architectural coatings. Utilize only Energy Star heating, cooling, and lighting devices, and appliances.

- All Project Applicants shall utilize energy-efficient design features, including appropriate site orientation, use of lighter color roofing and building materials, and use of deciduous shade trees and windbreak trees to reduce fuel consumption for heating and cooling.

- All Project Applicants shall provide Class I and Class II bicycle parking/storage facilities on site. Bicycle parking facilities should be near destination points and easy to find. At least one bicycle parking space for every 20 vehicle parking spaces should be provided.

- All Project Applicants shall provide building access and paths which are physically separated from street parking lot traffic and that eliminate physical barriers such as walls, berms, landscaping and slopes that impede the use of pedestrians, bicycle facilities, or public transportation vehicles.

- Where feasible, Project Applicants shall link culs-de-sac and dead-end streets to encourage pedestrian and bicycle travel.

- Where feasible, Project Applicants shall provide traffic reduction modifications to Project roads, such as: narrower streets, speed platforms, bulb-outs, and intersection modifications designed to reduce vehicle speeds and to encourage pedestrian and bicycle travel.

- All Project Applicants shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees, residents, or visitors.

- All Project Applicants shall display bike route maps, bus schedules, and any other transportation information such as carpooling and car sharing.

- All Project Applicants shall provide preferential parking spaces near the entrance of buildings for those who carpool/vanpool/rideshare and provide signage.

- Project Applicants shall install 240-volt electrical outlets or Level 3 chargers in parking lots that would enable charging of neighborhood electric vehicles (NEVs) and/or battery powered vehicles.

- Project Applicants shall maximize the planting of trees in landscaping and parking lots.

- Project Applicants shall use light-colored paving and roofing materials.

Supportive Evidence: Please refer to Draft EIR pages 4.1-22 through 4.1-26.

6.4 Biological Resources

No impacts were concluded to be significant and unavoidable.

6.5 Cultural Resources

No impacts were concluded to be significant and unavoidable.

6.6 Energy

No impacts were concluded to be significant and unavoidable.

6.7 Geology and Soils

No impacts were concluded to be significant and unavoidable.

6.8 Greenhouse Gas Emissions

No impacts were concluded to be significant and unavoidable.

6.9 Hazards and Hazardous Materials

No impacts were concluded to be significant and unavoidable.

6.10 Hydrology and Water Quality

No impacts were concluded to be significant and unavoidable.

6.11 Land Use and Planning

No impacts were concluded to be significant and unavoidable.

6.12 Mineral Resources

No impacts were concluded to be significant and unavoidable.

6.13 Noise

No impacts were concluded to be significant and unavoidable.

6.14 Population and Housing

No impacts were concluded to be significant and unavoidable.

6.15 Public Services

No impacts were concluded to be significant and unavoidable.

6.16 Recreation

No impacts were concluded to be significant and unavoidable.

6.17 Transportation

No impacts were concluded to be significant and unavoidable.

6.18 Tribal Cultural Resources

No impacts were concluded to be significant and unavoidable.

6.19 Utilities

No impacts were concluded to be significant and unavoidable.

6.20 Wildfire

No impacts were concluded to be significant and unavoidable.

7.0 FINDINGS REGARDING GROWTH INDUCING IMPACTS

Section 15126.2(d) of the *State CEQA Guidelines* requires that an EIR:

> "Discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment."

Additionally, *State CEQA Guidelines* Section 15126.2(e) specifies that growth does not necessarily imply impacts that are beneficial, detrimental, or of little significance to the environment. A project that meets any of these criteria may be considered growth inducing. To address these issues, potential growth-inducing effects were examined through analysis of the following questions:

- Would the project remove obstacles to, or otherwise foster, population growth (e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development)?
- Would the project foster economic growth?
- Would approval of the project involve some characteristic that may encourage and facilitate other activities that could significantly affect the environment?

Approval of the amendments to the City's General Plan Land Use Element, relevant Specific Plans, and Zoning Ordinance/Zoning Map are considered policy/planning actions and do not include or facilitate any physical improvements or development. The proposed zoning changes would allow for the development of residential uses on the opportunity sites. Future development that would be built in accordance with these amendments would be designed to meet the City's housing need allocation for the planning period between 2021 and 2029 of 3,936 housing units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City. Future residential uses would replace existing land uses and not would not induce additional growth or require the extension of roads or other infrastructure because the roads and infrastructure are already in place with adequate capacity to serve the opportunity sites. Therefore, the proposed project would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, directly or indirectly, would be less than significant and no mitigation would be necessary.

The proposed project seeks to establish consistency between the City's 2021–2029 General Plan Housing Element Update and other applicable land use documents. Under this new Housing Element, the City identifies opportunity sites with the potential to accommodate the City's unaccommodated housing need of 1,990 housing units in order to meet its RHNA allocation of 3,936 housing units. The 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), from which the RHNA is derived, takes into account demographic and economic changes that have occurred since the adoption of the 2016–2040 RTP/SCS. As a result, at least some degree of economic growth has already been accounted for by the 2020–2045 RTP/SCS and RHNA. Therefore, the land use changes

included under the proposed project would represent a response to the City's economic growth rather than a contributor to it.

Modest economic growth could be expected from the proposed project's updated high-density residential zoning along the Lincoln Avenue Corridor because it would allow for residential occupation within walking distance of existing commercial retail establishments. As discussed in Section 4.5, Land Use and Planning, of the Draft EIR, this close proximity would encourage walkability within the area and could therefore provide the retail establishments with an expanded consumer base and potentially increase commercial activity along the corridor. However, this increased commercial activity would not be substantial enough to warrant a significant change in economic growth. As a result, the proposed project is not considered to foster economic growth, and therefore, the proposed project would not result in any economic growth-inducing impacts.

Approval of the proposed project would not involve any characteristics that may encourage and facilitate other activities that could significantly affect the environment. Based on this and the preceding analysis, the proposed project would not result in significant growth-inducing impacts.

Finding: The City adopts CEQA Finding 1.

The City hereby finds that the proposed project does not directly result in any significant growth-inducing impacts. The proposed project does not include or facilitate any physical improvements or development, and the proposed project is consistent with planned regional housing growth and planned population growth of the City.

Supportive Evidence: Please refer to Draft EIR pages 6-4 through 6-6.

8.0 FINDINGS REGARDING PROJECT ALTERNATIVES

The following alternatives were addressed in the Draft EIR:

- No Project Alternative
- Reduced Intensity Alternative
- Alternative 2: Lincoln Avenue Specific Plan Mixed Density
- Race Course Avoidance Alternative

8.1 No Project Alternative

Description: *State CEQA Guidelines* § 15126.6 requires an evaluation of the "No Project" alternative for decision-makers to compare the impacts of approving a project with the impacts of not approving it. Under the No Project Alternative, the City may fail to implement its housing element, thus violating California's housing element law. In this case, a court can order the City to halt all development until an adequate element is adopted or order approval of specific affordable housing developments. Therefore, this alternative may result in the State taking over control of the City's Housing Element and implementing minimum zoning requirements to accommodate housing for a diversity of housing to meet the needs of multiple income categories. RHNA compliance by each jurisdiction has received significant oversight by the State Department of Housing and Community Development due to the ongoing housing crisis facing California. Therefore, a No Project Alternative is not possible.

Finding – The City adopts Finding 3.

The No Build Alternative would be infeasible to implement because the City would be unable to implement its 2021-2029 General Plan Housing Element without the proposed discretionary actions. Therefore, this alternative was not analyzed in depth in the Draft EIR.

Supporting Evidence – Please see Draft EIR pages 5-5 through 5-6.

8.2 Reduced Intensity Alternative

Description: Under the Reduced Intensity Alternative, the existing residential density permitted in the CTCC Specific Plan would remain unchanged, and no additional units would be proposed in the CTCC Specific Plan area. The Reduced Intensity Alternative divides the proposed housing units between the CBPC Specific Plan area and LASP area. The Reduced Intensity Alternative proposes to accommodate 321 units in the CBPC Specific Plan area and 1,317 units in the LASP area. The Reduced Intensity Alternative also includes an opportunity site located on the southeast corner of Orange Avenue and Grindlay Street, which would accommodate 30 moderate/above moderate-income units. In total, the Reduced Intensity Alternative proposes to accommodate an increase of 1,668 units at the opportunity sites (approximately 646 units less than the proposed project). In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of the Reduced Intensity Alternative would increase the residential development capacity in the City to a total of 3,614 housing units.

Finding – The City adopts Finding 3.

The City finds that the Reduced Intensity Alternative would result in less than significant impacts in all but one of the environmental impact areas and could be less impactful in most of the environmental impact areas, with the exception of Land Use and Planning and Tribal Cultural Resources, in which impacts would be similar to those under the proposed project. As with the proposed project, this alternative would likely result in significant and unavoidable impacts to Air Quality, though impacts would occur to a lesser degree under the Reduced Intensity Alternative. Therefore, the Reduced Intensity Alternative would not reduce or eliminate significant and unavoidable impacts associated with the proposed project. The Reduced Intensity Alternative would either not meet the project objectives or meet them to a lesser extent than the proposed project. Most notably, the Reduced Intensity Alternative would not meet the RHNA requirement of 3,936 housing units as required by State law (Government Code Section 65580 et seq.).

Supporting Evidence – Please see Draft EIR pages 5-8 through 5-10.

8.3 Alternative 2: Lincoln Avenue Specific Plan Mixed Density

Description: Under Alternative 2, the existing residential densities permitted in the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would remain unchanged and would therefore be limited to the current maximum of 1,115 residential units. Alternative 2 instead proposes to vary densities within the LASP area between 30 du/ac and 60 du/ac to accommodate the development of approximately 2,378 new units (1,838 lower income units and 540 moderate/above moderate-income units). The Katella Avenue opportunity site in the PBP zone would be included in Alternative 2 as described under the proposed project. Alternative 2 also includes the opportunity site located on the southeast corner of Orange Avenue and Grindlay Street, which would accommodate 30 moderate/above moderate-income units. Overall, Alternative 2 would accommodate an additional 2,403 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, Alternative 2 would increase the residential development capacity in the City to a total of 4,349 housing units. If the City proceeds with Alternative 2, amendments to the LASP and the City's Zoning Ordinance would be undertaken through the normal public hearing process.

Finding – The City adopts Finding 3.

The City finds that Alternative 2 would result in less than significant impacts in all but one of the environmental impact areas and would have similar or greater impacts than the proposed project in the resource areas of air quality, cultural resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, transportation, and utilities and service systems. As with the proposed project, this alternative would likely result in significant and unavoidable impacts to Air Quality. Therefore, Alternative 2 would not reduce or eliminate significant and unavoidable impacts associated with the proposed project. Alternative 2 would be similar to the proposed project in meeting all Project Objectives.

Supporting Evidence – Please see Draft EIR pages 5-11 through 5-30.

8.4 Race Course Avoidance Alternative

Description: Under the Race Course Avoidance Alternative, opportunity sites within the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would not include development on the areas where the essential features of the Los Alamitos Race Course, including the track, grandstand, and race course entry, are located. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area, LASP area, and at the Katella Avenue opportunity site, would remain unchanged. Implementation of the Race Course Avoidance Alternative would remove approximately 39.2 acres of CTCC Specific Plan area from future development under the proposed project and would reduce the total number of additional housing units within the CTCC Specific Plan area by approximately 153 additional units as compared to the proposed project. Overall, the Race Course Avoidance Alternative would accommodate an estimated 1,638 units within the CTCC Specific Plan area and approximately 2,161 housing units at the opportunity sites. With the removal of approximately 153 units within the CTCC Specific Plan area, implementation of the Race Course Avoidance Alternative would increase the residential development capacity in the City to a total of 4,107 housing units instead of the proposed project's increase of 4,260 housing units.

Finding – The City adopts Finding 3.

The City finds that all impacts under the Race Course Avoidance Alternative would be similar to or less than the proposed project. The Race Course Avoidance Alternative would result in reduced impacts on the environment because the opportunity sites within the CTCC would be developed at a reduced density in order to preserve the essential features of the Los Alamitos Race Course, thereby reducing most of the proposed project's environmental impacts. As with the proposed project, this alternative would likely result in significant and unavoidable impacts to Air Quality, though impacts would occur to a lesser degree under the Race Course Avoidance Alternative. The Race Course Avoidance Alternative would either not meet the Project Objectives or meet them to a lesser extent than the proposed project. Most notably, the Race Course Avoidance Alternative would not fulfill the intent of the voter approved Measure A, which approved the CTCC Specific Plan.

Supporting Evidence – Please see Draft EIR pages 5-30 through 5-48.

9.0 FINDINGS REGARDING THE MITIGATION MONITORING AND REPORTING PROGRAM

Section 21081.6 of the Public Resources Code requires that when making findings required by Section 21081(a) of the Public Resources Code, the Lead Agency approving a project shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval, in order to ensure compliance with project implementation and to mitigate or avoid significant effects on the environment. The City hereby finds that:

1) A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed project, and the mitigation measures are included therein. The MMRP is incorporated herein by reference and is considered part of the record of proceedings for the proposed project.
2) The MMRP designates responsibility for implementation and monitoring of proposed mitigation measures. The City's Community Development Director will serve as the overall MMRP coordinator and will be primarily responsible for ensuring that all mitigation measures are complied with.
3) The MMRP prepared for the proposed project has been adopted concurrently with these Findings. The MMRP meets the requirements of Section 21021.6 of the Public Resources Code. The City will use the MMRP to track compliance with mitigation measures. The MMRP will remain available for public review during the compliance period.

10.0 OTHER FINDINGS

The City hereby finds as follows:

1) The foregoing statements are true and correct;

2) The City is the "Lead Agency" for the project evaluated in the CEQA Documents and independently reviewed and analyzed in the Draft EIR and Final EIR for the project;

3) The Notice of Preparation of the Draft EIR was circulated for public review. It requested that responsible agencies respond as to the scope and content of the environmental information germane to that agency's specific responsibilities;

4) The public review period for the Draft EIR was for 45 days between May 7, 2024, and June 21, 2024. The Draft EIR and appendices were available for public review during that time. A Notice of Completion and copies of the Draft EIR were sent to the State Clearinghouse, and notices of availability of the Draft EIR were published by the City. The Draft EIR was available for review on the City's website. Physical copies of the environmental documents are available at the Cypress Civic Center by appointment only;

5) The CEQA Documents were completed in compliance with CEQA;

6) The CEQA Documents reflect the City's independent judgment;

7) The City evaluated comments on environmental issues received from persons and organizations who reviewed the Draft EIR. In accordance with CEQA, the City prepared written responses describing the disposition of significant environmental issues raised. The Final EIR provided adequate, good faith and reasoned responses to the comments. The City reviewed the comments received and responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information to the Draft EIR regarding adverse environmental impacts. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings, concerning the environmental impacts identified and analyzed in the Final EIR.

8) The City finds that the CEQA Documents, as amended, provide objective information to assist the decision-makers and the public at large in their consideration of the environmental consequences of the project. The public review period provided all interested jurisdictions, agencies, private organizations, and individuals the opportunity to submit all comments made during the public review period;

9) The CEQA Documents evaluated the following impacts: (1) air quality; (2) cultural resources; (3) energy; (4) greenhouse gas emissions; (5) land use and planning; (6) noise; (7) population and housing; (8) public services; (9) transportation; (10) tribal cultural resources; and (11) utilities and service systems. Additionally, the CEQA Documents considered, in separate sections, significant irreversible environmental changes and growth-inducing impacts of the project, as well as a reasonable range of project alternatives. All of the significant environmental impacts of the project were identified in the CEQA Documents;

10) The MMRP includes all of the mitigation measures identified in the CEQA Documents and has been designed to ensure compliance during implementation of the project. The MMRP provides the steps necessary to ensure that the mitigation measures are fully enforceable;

11) The MMRP designates responsibility and anticipated timing for the implementation of mitigation; the City's Community Development Director will serve as the MMRP Coordinator;

12) In determining whether the project may have a significant impact on the environment, and in adopting these Findings pursuant to Section 21081 of CEQA, the City has complied with CEQA Sections 21081.5 and 21082.2;

13) The impacts of the project have been analyzed to the extent feasible at the time of certification of the CEQA Documents;

14) The City made no decisions related to approval of the project prior to the initial recommendation of certification of the CEQA Documents. The City also did not commit to a definite course of action with respect to the project prior to the initial consideration of the CEQA Documents.

15) Copies of all the documents incorporated by reference in the CEQA Documents are and have been available upon request at all times at the offices of the City of Cypress Community Development Department, the custodian of record for such documents or other materials;

16) The responses to the comments on the Draft EIR, which are contained in the Final EIR, clarify and amplify the analysis in the Draft EIR;

17) Having reviewed the information contained in the CEQA Documents and in the administrative record, the City finds that there is no new significant information regarding adverse environmental impacts of the project in the Final EIR; and

18) Having received, reviewed and considered all information in the CEQA Documents, as well as all other information in the record of proceedings on this matter, these Findings are hereby adopted by the City in its capacity as the CEQA Lead Agency.

11.0 STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to PRC § 21081(b), and *State CEQA Guidelines* §15093(a) and (b), the decision-making agency is required to balance, as applicable, the economic, legal, social, technological, or other benefits of the project against its unavoidable environmental risks when determining whether to approve a project. If the specific economic, legal, social, technological, or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered "acceptable" (14 CCR § 15093 (a)). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (14 CCR § 15093(b)).

Courts have upheld overriding considerations that were based on a variety of policy considerations including, but not limited to, new jobs, stronger tax base, and implementation of an agency's economic development goals, growth management policies, redevelopment plans, the need for housing and employment, conformity to community plan, and provision of construction jobs; see *Towards Responsibility in Planning v. City Council* (1988) 200 Cal App. 3d 671; *Dusek v. Redevelopment Agency* (1985) 173 Cal App. 3d 1029; *City of Poway v City of San Diego* (1984) 155 Cal App. 3d 1037; and *Markley v. City Council* (1982) 131 Cal App.3d 656.

In accordance with the requirements of CEQA and the *State CEQA Guidelines*, the City finds that the mitigation measures identified in the Final EIR and the Mitigation Monitoring and Reporting Program (MMRP), when implemented, would avoid, or substantially lessen all of the significant effects identified in the Final EIR for the 2021-2029 Cypress Housing Element Implementation Project (project). However, certain significant impacts of the project are unavoidable even after incorporation of all feasible mitigation measures.

These significant unavoidable impacts would result from air quality impacts due to the potential to conflict or obstruct implementation of applicable air quality plans under AQMP Indicator No. 1 and exceedance of criteria air pollutant emissions during project operational activities. The project would implement the development-specific air quality mitigation measure identified in this analysis (**MM AQ-1**), acting to generally reduce the project's operational-source air pollutant emissions. Based on the analysis presented here, the project is considered to be inconsistent with applicable AQMP Consistency Criteria and operational thresholds, resulting in a significant and unavoidable impact even after mitigation.

The City finds that all feasible mitigation measures identified in the Final EIR that are within the purview of the City would be implemented with the project. As identified below, the City further finds that the remaining significant unavoidable effects are outweighed and are found to be acceptable due to the following specific overriding economic, legal, social, technological, or other benefits, based upon the facts set forth above, the Final EIR, and the record.

The City finds that any one of the benefits set forth below is sufficient by itself to warrant approval of the project. This determination is based on the findings herein and the evidence in the record. The following economic, legal, social, or technological benefits, independent of the other benefits,

override the potential significant unavoidable adverse impacts and render acceptable each of the unavoidable adverse environmental impacts. Having balanced the unavoidable adverse environmental impacts against each of the benefits, the City hereby adopts this Statement of Overriding Considerations for the following reasons:

1. All feasible mitigation measures have been imposed to lessen project impacts to less than significant levels; alternatives to the project are infeasible because while they have similar or less environmental impacts, they do not provide the economic benefits of the project, or are otherwise socially or economically infeasible when compared to the project.
2. Consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.
3. Meet the City's housing needs as identified in the Regional Housing Needs Assessment requirement (3,936 new housing units).
4. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.
5. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.
6. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.
7. Fulfill the intent of the voter approved Measure A, which approved the Cypress Town Center and Comments Specific Plan 2.0 (CTCC Specific Plan)

EXHIBIT "3"
MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

When making findings, CEQA requires that a lead agency must adopt a reporting or monitoring program for the changes to the project that it has adopted or made a condition of project approval to ensure compliance during project implementation. As required by CEQA, the City adopts, concurrently with the adoption of these Findings, a Mitigation Monitoring and Reporting Program ("MMRP") to meet the requirements of Public Resources Code Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the Proposed Project. The MMRP, as presented in the Final EIR, is designed to serve this purpose for the mitigation measures identified in the EIR. The MMRP requires that the City or other governmental agencies monitor mitigation measures designed to reduce or eliminate significant impacts, as well as those mitigation measures designed to reduce environmental impacts that are less than significant. The MMRP includes all the mitigation measures identified in the FEIR and has been designed to ensure compliance during implementation of the Proposed Project.

The MMRP describes the procedures for the implementation of all of the mitigation measures identified in the EIR for the Proposed Project. Mitigation measures set forth in the MMRP are specific and enforceable and are capable of being fully implemented by the City of Cypress, the various applicants, and/or other identified public agencies of responsibility. It is the intent of the MMRP to (1) verify satisfaction of the required mitigation measures of the EIR; (2) provide a methodology to document implementation of the required mitigation; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; and (5) establish administrative procedures for the clearance of mitigation measures.

The MMRP lists mitigation measures according to the same numbering system contained in the Draft EIR sections.

The City finds that the impacts of the Proposed Project have been mitigated to the extent feasible by the mitigation measures identified in the Final EIR and in the MMRP. The City adopts the MMRP for the Proposed Project that accompanies the EIR. The MMRP designates responsibility and anticipated timing for the implementation of mitigation measures and conditions within the jurisdiction, of the City. The City approves and will implement all the mitigation measures identified in the EIR.

7.0 MITIGATION MONITORING AND REPORTING PROGRAM

7.1 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, 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.

7.2 MITIGATION MONITORING PROCEDURES

The mitigation monitoring and reporting program for the proposed 2021–2029 Cypress Housing Element Implementation 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 (City), as the Lead Agency, to ensure that all mitigation measures adopted as part of the proposed project will be carried out as described in the Final Program Environmental Impact Report (PEIR).

Table 7.A sets forth the proposed mitigation monitoring and reporting program. It lists each of the mitigation measures specified in this Draft EIR and identifies the party or parties responsible for implementation and monitoring of each measure.

7.3 REGULATORY COMPLIANCE MONITORING PROCEDURES

Table 7.B lists all regulatory compliance measures associated with the proposed project as specified in the Initial Study (provided in Appendix B of this Draft PEIR) and describes the requirements and procedures to be followed by the City to ensure that all standard conditions will be carried out as described in this Draft PEIR.

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
4.1: Air Quality					
MM AQ-1: Prior to issuance of building permits, the City of Cypress shall identify project design details and specifications, where feasible, to document implementation and compliance with the following emission reduction measures. Implementation of the following measures, where applicable, are considered to be applicable, feasible, and effective in reducing criteria pollutant emissions generated by the project: • All Project Applicants shall incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) at the proposed residential uses to minimize the potential impacts of air pollution on sensitive receptors. • All Project Applicants shall incorporate fuel-efficient heating equipment and other appliances, such as water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, boiler units, and low or zero-emitting architectural coatings. Utilize only Energy Star heating, cooling, and lighting devices, and appliances. • All Project Applicants shall utilize energy-efficient design features, including appropriate site orientation, use of lighter color roofing and building materials, and use of deciduous shade trees and windbreak trees to reduce fuel consumption for heating and cooling. • All Project Applicants shall provide Class I and Class II bicycle parking/storage facilities on site. Bicycle parking facilities should be near destination points and easy to find. At least one bicycle parking space for every 20 vehicle parking spaces should be provided. • All Project Applicants shall provide building access and paths which are physically separated from street parking lot traffic and that eliminate physical barriers such as walls, berms, landscaping and slopes that impede the use of pedestrians,		City of Cypress / Project Applicant			

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
bicycle facilities, or public transportation vehicles. • Where feasible, Project Applicants shall link cul-de-sacs and dead-end streets to encourage pedestrian and bicycle travel. • Where feasible, Project Applicants shall provide traffic reduction modifications to Project roads, such as: narrower streets, speed platforms, bulb-outs, and intersection modifications designed to reduce vehicle speeds and to encourage pedestrian and bicycle travel. • All Project Applicants shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees, residents, or visitors. • All Project Applicants shall display bike route maps, bus schedules, and any other transportation information such as carpooling and car sharing. • All Project Applicants shall provide preferential parking spaces near the entrance of buildings for those who carpool/ vanpool/rideshare and provide signage. • Project Applicants shall install 240-volt electrical outlets or Level 3 chargers in parking lots that would enable charging of neighborhood electric vehicles (NEVs) and/or battery powered vehicles. • Project Applicants shall maximize use of solar energy including solar panels, including installing the maximum possible number of solar energy arrays on the building roofs to generate solar energy. • Project Applicants shall maximize the planting of trees in landscaping and parking lots. • Project Applicants shall use light-colored paving and roofing materials.					

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
4.4: Greenhouse Gas Emissions					
MM GHG-1: Prior to discretionary approval by the City of Cypress for residential development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project-related greenhouse gas (GHG) impacts to the City of Cypress for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology. If project-related GHG emissions exceed applicable SCAQMD thresholds of significance and/or Statewide GHG reduction targets, the City of Cypress shall require that applicants for new development projects incorporate mitigation measures to reduce GHG emissions. Mitigation measures could include, but are not limited, to energy efficiency measures, water conservation and efficiency measures, solid waste measures, and transportation and motor vehicles measures. The identified measures shall be included as part of the conditions of approval.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.1: Air Quality						
RCM AQ-1	**Emission Reduction Measures**. During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventative measures by using the following procedures, in compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 during construction. The applicable Rule 403 measures are as follows: • Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more). • Water active sites at least twice 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. • Pave construction access roads at least 100 feet (30 meters) onto the site from the main road. • Reduce traffic speeds on all unpaved roads to 15 miles per hour or less.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
RCM AQ-2	**Material Hauling.** All trucks that are to haul excavated or graded material shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.		Project Applicant			
RCM AQ-3	**Construction Painting.** Prior to approval of future project plans and specifications, the City of Cypress shall confirm that the construction bid packages specify: • Contractors shall use high-volume low-pressure paint applicators with a minimum transfer efficiency of at least 50 percent; • Coatings and solvents that will be utilized have a volatile organic compound content lower than required under SCAQMD Rule 1113; and • To the extent feasible, construction/building materials shall be composed of pre-painted materials.		Project Applicant			
RCM AQ-4	**Air Contaminant Discharge.** Future projects shall comply with SCAQMD Rule 402. Rule 402 prohibits the discharge of air contaminants or other material from any type of operations, which can cause nuisance or annoyance to any considerable number of people or to the public or which endangers the comfort or repose of any such persons, or the public.		Project Applicant			
4.4: Biological Resources						
RCM 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 future Applicant has retained a qualified biologist who shall		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
	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.					
RCM BIO-2	**Landmark Tree Removal.** The Director of the City of Cypress (City) Community Development Department, or designee, shall review and approve the removal of any trees required by future development associated with the Draft Housing Element implementation and rezoning program. As specified in the City Municipal Code Section 17-19, the property owner of a landmark tree shall submit a written request for review and consideration of the landmark tree removal and replacement plan at least 30 days prior to said removal. Public notice of a proposed landmark tree removal shall be posted next to or on the subject landmark tree, at the local public library, and at the Cypress City Hall during the entire 30-day application-processing period. No trees on the proposed project site shall be removed prior to the approval of a landmark tree removal permit by the Director of the City of Cypress Community Development Department, or designee.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.5: Cultural Resources						
RCM 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. 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.		Project Applicant			
RCM CUL-2	**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		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
	made a determination of origin and disposition pursuant to 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						
The proposed project would not require any regulatory compliance measures related to energy.						
4.7: Geology and Soils						
The proposed project would not require any regulatory compliance measures related to geology and soils.						
4.8: Greenhouse Gas Emissions						
The proposed project would not require any regulatory compliance measures related to greenhouse gas emissions.						
4.9: Hazards and Hazardous Materials						
The proposed project would not require any regulatory compliance measures related to hazards and hazardous materials.						

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.10: Hydrology and Water Quality						
The proposed project would not require any regulatory compliance measures related to hydrology and water quality.						
4.11: Land Use and Planning						
The proposed project would not require any regulatory compliance measures related to land use and planning.						
4.12: Mineral Resources						
The proposed project would not require any regulatory compliance measures related to mineral resources.						
4.13: Noise						
The proposed project would not require any regulatory compliance measures related to noise.						
4.14: Population and Housing						
The proposed project would not require any regulatory compliance measures related to population and housing.						
4.15: Public Services						
RCM PS-1	Any future projects implemented in accordance with the proposed project would be required to coordinate with OCFA to determine the appropriate development impact fees required in order to offset potential impact to OCFA staffing and service ability. Prior to the approval of a future project implemented in accordance with the proposed project, the designated site developer shall enter into a Secured Fire Protection Agreement with OCFA that details the agreed-upon development impact fees required for the project.		Project Applicant			
RCM PS-2	**Payment of School Fees.** Prior to issuance of any building permits, the Applicant/Developer of future residential development projects facilitated by the proposed project shall provide proof to the Director of the City of Cypress Community Development Department, or designee, that payment of school fees to the appropriate school districts have been made in compliance with Section 65995 of the California Government Code.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.16: Recreation						
RCM REC-1	**Dedication of Parkland and/or Payment of Park Fees.** Prior to issuance of any building permits, the Applicant shall provide proof of compliance with the applicable provisions of Chapter 25 (Subdivisions), Article 6, Park and Recreational Facilities, of the City of Cypress (City) Municipal Code, or other fees as determined by the City, to the Director of the City Community Development Department, or designee.		Project Applicant			
4.17: Transportation						
The proposed project would not require any regulatory compliance measures related to transportation.						
4.18: Tribal Cultural Resources						
The proposed project would not require regulatory compliance measures unique to tribal cultural resources. Please see RCMs CUL-1 and CUL-2 for relevant measures in Section 4.5 above.						
4.19: Utilities and Service Systems						
RCM UTIL-1	**Construction and Demolition Ordinance.** The construction contractor shall comply with the provisions of City of Cypress Ordinance No. 1166 and the 2019 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.		Project Applicant			
4.20: Wildfire						
The proposed project would not require any regulatory compliance measures related to wildfire.						

FINAL
ENVIRONMENTAL IMPACT REPORT

2021–2029 CYPRESS HOUSING ELEMENT

IMPLEMENTATION PROJECT

CYPRESS, CALIFORNIA

SCH #2023040560

June 2024

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TABLE OF CONTENTS

1.0 INTRODUCTION 1-1

1.1 Index of Comments Received 1-2
1.2 Format of Responses to Comments 1-3

2.0 RESPONSES TO COMMENTS 2-1

2.1 State Agencies 2-3
2.1.1 Department of Toxic Substances Control (DTSC) 2-8

3.0 ERRATA 3-1

TABLE

Table 1.A: Comments Received During the Public Comment Period 1-2

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1.0 INTRODUCTION

This document comprises the Final Program Environmental Impact Report (PEIR) for the proposed 2021–2029 Cypress Housing Element Implementation Project (project). It is composed of comments received during the public review period, responses to those comments, and an Errata section that clarifies, amplifies, or makes minor modifications to the Draft EIR text. The Draft PEIR and technical appendices are provided separately.

In compliance with Section 15201 of the *State CEQA Guidelines*, the City of Cypress (City) has provided opportunities for public participation in the environmental process. The City distributed a Notice of Preparation (NOP) on April 21, 2023, to the California State Clearinghouse, responsible agencies, and interested parties for a 30-day public review period. The City also made the NOP available on the City's website to inform agencies and the public about the proposed project and to solicit input on the scope of the Draft EIR. The NOP described the project and identified potential environmental impacts associated with project implementation. In addition, the City held a virtual Public Scoping Meeting on May 2, 2023, to present the proposed project and to solicit input from interested parties regarding environmental issues that the Draft PEIR should address. Appendix A of the Draft EIR contains a copy of the NOP and comments received. Section 2.2.3 of the Draft EIR identifies areas of concern raised in response to the NOP or at the scoping meeting.

The California Environmental Quality Act (CEQA) requires a Draft PEIR to have a review period lasting at least 45 days for projects that have been submitted to the State Clearinghouse for review (*State CEQA Guidelines*, Section 150105(a)). As required by *State CEQA Guidelines* Section 15087, the City provided a public Notice of Availability (NOA) of the Draft PEIR for the 2021–2029 Cypress Housing Element Implementation Project at the same time it filed a Notice of Completion with the State Clearinghouse. The Draft PEIR circulated for public review for a period of 45 days, from May 7, 2024, to June 21, 2024.

The City used several media to solicit comments on the Draft PEIR. On May 7, 2024, the City posted physical notices at three separate locations within the City in the vicinity of the proposed opportunity sites. Additionally, the NOA was mailed to the last known name and address of agencies, organizations, and individuals who previously requested such notice in writing. The City also submitted the Draft EIR to the State Clearinghouse for distribution to, and review by, State agencies. The City made a copy of the Draft EIR available at the Cypress Civic Center by appointment. In addition, the City posted the Draft EIR and all technical appendices on the City's website.

One comment letter from a State agency, the Department of Toxic Substances Control (DTSC), was received during the public review period. The comments in the comment letter are included and responded to in this Final EIR. Comments that address environmental issues are responded to thoroughly. Comments that (1) do not address the adequacy or completeness of the Draft EIR; (2) do not raise environmental issues; or (3) do request the incorporation of additional information not relevant to environmental issues, do not require a response, pursuant to Section 15088(a) of the *State CEQA Guidelines*.

Section 15088 of the *State CEQA Guidelines*, Evaluation of and Response to Comments, states:

a) The lead agency shall evaluate comments on environmental issues received from persons who reviewed the draft EIR and shall prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments.

b) The written response shall describe the disposition of significant environmental issues raised (e.g., revisions to the proposed project to mitigate anticipated impacts or objections). In particular, major environmental issues raised when the lead agency's position is at variance with recommendations and objections raised in the comments must be addressed in detail, giving the reasons that specific comments and suggestions were not accepted. There must be good faith, reasoned analysis in response. Conclusory statements unsupported by factual information will not suffice.

c) The response to comments may take the form of a revision to the draft EIR or may be a separate section in the final EIR. Where the response to comments makes important changes in the information contained in the text of the draft EIR, the lead agency should either:

   1. Revise the text in the body of the EIR; or

   2. Include marginal notes showing that the information is revised in the responses to comments.

Information provided in this Final PEIR clarifies, amplifies, or makes minor modifications to the Draft PEIR. No significant changes have been made to the information contained in the Draft PEIR as a result of the comments received on the Draft PEIR, and no significant new information has been added that would require recirculation of the document pursuant to *State CEQA Guidelines* Section 15088.5. This Final PEIR also includes an Errata section that clarifies and makes minor modifications to the Draft EIR as a result of comments received during the public review period.

1.1 INDEX OF COMMENTS RECEIVED

The following is an index list of the agencies and individuals that commented on the Draft PEIR prior to the close of the public comment period. The comments received have been organized in a manner that facilitates finding a particular comment or set of comments. The comment letter received is coded with the number as shown in Table 1.A, below.

Table 1.A: Comments Received During the Public Comment Period

Comment Code	Signatory	Date
State		
S-1	Department of Toxic Substances Control (DTSC)	6/14/2024

1.2 FORMAT OF RESPONSES TO COMMENTS

The following pages provide responses to the coded comment letter. The comment code number is provided in the upper right corner of the comment letter, and individual comments within the letter are numbered along the right-hand margin of the letter. The City's responses to the comment letter immediately follow each letter and are referenced by the index numbers in the margins.

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2.0 RESPONSES TO COMMENTS

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2.1 STATE AGENCIES

Comment Letter S-1

Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Yana Garcia
Secretary for
Environmental Protection

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

June 14, 2024

Alicia Velasco
Planning Director
City of Cypress
5275 Orange Avenue
Cypress, CA 90630
avelasco@cypressca.org

RE: NOTICE OF PREPARATION OF A DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE CYPRESS HOUSING ELEMENT IMPLEMENTATION PROJECT DATED MAY 3, 2024 STATE CLEARINGHOUSE # 2023040560

Dear Alicia Velasco,

The Department of Toxic Substances Control (DTSC) received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) for the Cypress Housing Element Implementation Project (Project). The City of Cypress (City) recently updated its General Plan Housing Element for the 6th Cycle Planning Period from 2021 to 2029. Although the City's 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units, Cypress has a large unaccommodated housing need of 1,990 units to meet its Regional Housing Needs Assessment allocation of 3,936 units. The 2021–2029 Housing Element outlined several sites that are candidates for future housing development and identified two potential rezoning scenarios, which are described below. The 2021–2029 Housing Element did not actually amend the City's planning and zoning documents Instead, the 2021–2029 Housing Element includes a program that requires that the

S-1-1

City rezone identified parcels in the sites inventory within 18 months of the 2021–2029 Housing Element's adoption date to ensure the provision of adequate and appropriate sites for future housing development. The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan, Cypress Town Center and Commons Specific Plan 2.0, Cypress Business and Professional Center Specific Plan, and Zoning Ordinance and would not directly result in physical development. S-1-1, cont.

After reviewing the NOP of a DEIR, DTSC requests consideration of the following comments:

1. The proposed project encompasses multiple active and nonactive mitigation and clean-up sites where DTSC has conducted oversight that may be impacted as a result of this project. This may restrict what construction activities are permissible in the proposed project areas in order to avoid any impacts to human health and the environment. S-1-2
2. Due to the broad scope of the project, DTSC is unable to determine the locations of the proposed sites, whether they are listed as having documented contamination, land use restrictions, or whether there is the potential for the sites to be included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, DTSC recommends providing further information on the proposed project and areas that may fall under DTSC's oversight within future environmental documents. Once received, DTSC may provide additional comments on future environmental documents as further information becomes available. Please review the project area in EnviroStor, DTSC's public-facing database. S-1-3

DTSC believes the City of Cypress must address these comments to determine if any significant impacts under the California Environmental Quality Act (CEQA) will occur and, if necessary, avoid significant impacts under CEQA. DTSC recommends the department connect with our unit if any hazardous waste projects managed or overseen by DTSC are discovered. Please refer to the City of Cypress EnviroStor Map for additional information about the areas of potential contamination. S-1-4

DTSC appreciates the opportunity to comment on the NOP of a DEIR for the Cypress S-1-5

Housing Element Implementation Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like any clarification on DTSC's comments, please respond to this letter or via email for additional guidance.

S-1-5 cont.

Sincerely,



Tamara Purvis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

cc: (via email)

Governor's Office of Planning and Research

State Clearinghouse

State.Clearinghouse@opr.ca.gov

Dave Kereazis

Associate Environmental Planner

HWMP – Permitting Division - CEQA Unit

Department of Toxic Substances Control

Dave.Kereazis@dtsc.ca.gov

Scott Wiley

Associate Governmental Program Analyst

HWMP – Permitting Division - CEQA Unit

Department of Toxic Substances Control

Scott.Wiley@dtsc.ca.gov

2.1.1 DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)

Letter Code: S-1
Date: June 14, 2024

Response to Comment S-1-1

This comment provides introductory remarks and summarizes the proposed project.

The City acknowledges this comment. Because the comment does not contain any substantive comments or questions about the environmental analysis or conclusions contained in the Draft EIR, no further response is required.

Response to Comment S-1-2

This comment states that the proposed project encompasses several active and nonactive mitigation and/or cleanup sites known to DTSC that may restrict the permissible construction activities within these sites.

The City acknowledges this comment. As stated in the Initial Study prepared for the proposed project in January 2024, the proposed project is programmatic in nature and does not directly propose any physical development. Future development facilitated by the proposed project would be required to prepare a project-specific Phase I Environmental Site Assessment (ESA) and subsequent documentation, as necessary, to determine if future development would 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. Project-specific impacts would be assessed and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines*. Some future infill and redevelopment projects associated with the proposed project may qualify for CEQA exemptions, provided that they meet the requisite conditions set forth in *State CEQA Guidelines* Sections 15300–15332. As such, the potential conditions within each opportunity site pertaining to hazardous conditions would be addressed in future CEQA documents.

Response to Comment S-1-3

This comment notes that DTSC is unable to determine the exact locations of the proposed sites and their potential to contain hazardous materials. The comment recommends that the City provide further information on the proposed project and each site within future environmental documents, which DTSC may provide additional comments on.

The City acknowledges this comment. As stated in the Initial Study prepared for the proposed project in January 2024, future development would be required to prepare a project-specific Phase I ESA and subsequent documentation, as necessary, to determine if future development would 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. Project-specific impacts would be assessed and could require additional CEQA analysis in accordance with Section 15162 of the *State CEQA Guidelines*. Some future infill and redevelopment projects associated with the proposed project may qualify for CEQA exemptions, provided that they meet

the requisite conditions set forth in *State CEQA Guidelines* Sections 15300–15332. As such, per DTSC's request, the potential conditions within each opportunity site pertaining to hazardous conditions would be addressed in future CEQA documents.

Response to Comment S-1-4

This comment states that the City must address the preceding comments to analyze potentially significant impacts under CEQA. This comment recommends coordination with DTSC upon discovery of any hazardous waste projects and provides a reference to the City of Cypress EnviroStor Map.

As previously stated, information regarding the status of each opportunity site pertaining to hazardous materials would be addressed in future project-specific environmental documents, as appropriate. These project-specific environmental documents will reference available Cortese List databases, including EnviroStor.

Response to Comment S-1-5

This comment provides concluding remarks and contact information.

The City acknowledges this comment and looks forward to future communications with DTSC regarding future developments facilitated by the proposed project.

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3.0 ERRATA

This section of the Final Environmental Impact Report (EIR) provides changes to the Draft EIR that have been made to clarify, correct, or add to the environmental impact analysis for the proposed 2021-2029 Cypress Housing Element Implementation Project (project). Such changes are a result of further review of, and public comments related to, the Draft EIR. The changes described in this section are generally minor changes that do not constitute significant new information, change the conclusions of the environmental analysis, or require recirculation of the document (*State California Environmental Quality Act [CEQA] Guidelines* Section 15088.5).

Such changes to the Draft EIR are indicated in this section under the appropriate Draft EIR section. Deletions are shown with ~~strikethrough~~ and additions are shown with underline.

1) Section 4.4, Greenhouse Gas Emissions

The impact conclusion statement at the beginning of the first paragraph under Threshold 4.4.2 has been revised to accurately reflect that impacts under this threshold would be Less Than Significant with Mitigation Incorporated rather than Less Than Significant.

It should be noted that this impact statement was accurately presented in the final paragraph of analysis under this threshold, and in Section 1.0, Executive Summary, of the Draft EIR. This change was made for clarification only and has no effect on the analysis or conclusions contained in the Draft EIR.

> ***Less Than Significant with Mitigation Incorporated ~~Impact~~.*** An evaluation of the proposed project's consistency with the 2022 Scoping Plan and the 2020–2045 RTP/SCS is provided below.

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1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The California Environmental Quality Act (CEQA) requires that local government agencies, before taking action on projects over which they have discretionary approval authority, consider the environmental consequences of such projects. An Environmental Impact Report (EIR) is a document designed to provide to the public and to local and State governmental agency decision-makers an analysis of potential environmental consequences of a project to support informed decision-making.

This Draft Program EIR (PEIR) has been prepared by the City of Cypress (City) to evaluate environmental impacts associated with the proposed 2021-2029 Cypress Housing Element Implementation Project (proposed project); to discuss alternatives; and to propose mitigation measures that will minimize, offset, or otherwise reduce or avoid the identified potentially significant environmental impacts.

This PEIR has been prepared pursuant to the requirements of CEQA and the *State CEQA Guidelines*. The City is the Lead Agency, and as such, has reviewed all submitted drafts, technical studies, and reports for consistency with applicable City regulations and policies and has commissioned the preparation of this PEIR to reflect its own independent judgment.

Data for this PEIR were obtained from on-site field observations; discussion with affected agencies; review of adopted plans and policies; review of available studies, reports, and data; and specialized environmental assessments prepared for the project (e.g., air quality, noise, and traffic).

The Executive Summary is intended to highlight the major areas of importance in the environmental analysis for the proposed project as required by *State CEQA Guidelines* Section 15123. The Executive Summary includes a brief description of the proposed project, areas of controversy known to the City, including issues raised by agencies and the public, a summary of the significant unavoidable impacts of the proposed project, and a summary of alternatives evaluated in the EIR. This Executive Summary also provides a table summarizing (1) the potential environmental impacts that would occur as a result of project implementation and operation; (2) the level of significance prior to implementation of mitigation measures; (3) regulatory compliance measures and mitigation measures that avoid or reduce the significant impacts of the proposed project, and (4) the level of significance after mitigation measures are implemented.

1.2 SUMMARY OF PROJECT DESCRIPTION

The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and the Zoning Ordinance and would not directly result in physical development. The proposed project includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022. The proposed project would update the City's General Plan and Zoning Ordinance, and the LASP to be "internally consistent," meaning any and all conflicts must be acknowledged and resolved. In order for the 2021–2029 Housing Element

to be internally consistent with the Zoning Ordinance and Specific Plans, the proposed project would rezone sites and/or amend the General Plan to accommodate the City's housing needs, as set forth in the 2021–2029 Housing Element.

The proposed project divides the City's Regional Housing Needs Assessment (RHNA) between the CTCC Specific Plan area, the CBPC Specific Plan area, and the LASP area. Under the proposed project, the majority of the zoning in the CTCC Specific Plan would remain unchanged, the allowable residential density within several parcels of the CTCC Specific Plan Area would increase up to 30 dwelling units per acre to accommodate a maximum of 676 units.[1] The existing unit cap of 1,250 units would also be removed to allow development within these districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC Specific Plan area. With these proposed changes, an estimated 1,791 units could be accommodated within the CTCC Specific Plan area, in addition to the 135-unit Belmont project currently under construction.

The proposed project also includes one opportunity site on Katella Avenue adjacent to the CTCC Specific Plan area (Site #115, 4955 Katella) in the CBPC Specific Plan area. The zoning on this parcel would be amended from a Professional Office/Hotel and Support Commercial zoning designation to allow residential densities of up to 60 dwelling units per acre (du/ac), which would accommodate an estimated 321 units.

The remaining RHNA sites would be accommodated within the LASP. The proposed project would expand the maximum allowable density of 30 du/ac to the majority of the LASP area, increasing development potential by approximately 1,317 units. With these amendments, the LASP could accommodate a total of approximately 1,644 units.

Overall, the proposed rezoning actions under the proposed project would increase the City's development capacity to 4,260 units, or an increase of 2,314 units compared to the City's existing planning and zoning documents. Table 1.A provides a summary of the proposed project scenario.

Table 1.A: Proposed Project Summary

Specific Plan	Proposed Increase In Housing Unit Capacity
Lincoln Avenue Specific Plan	1,317
Cypress Town Center and Commons Specific Plan 2.0	676
Cypress Business and Professional Center Specific Plan	321
Total	**2,314**

Source: City of Cypress Planning Department (2023).

1.3 AREAS OF CONTROVERSY

Pursuant to *State CEQA Guidelines* Section 15123, this PEIR acknowledges the areas of controversy and issues to be resolved that are known to the City or were raised during the scoping process. The City held a public scoping meeting at the Cypress Community Center on May 2, 2023, to present the

[1] Although the revised densities layout could facilitate the development of up to 731 units, the City would impose a unit cap and no more than 676 units would be permitted.

proposed project and to solicit input from interested parties regarding environmental issues that should be addressed in this PEIR.

During the Notice of Preparation (NOP) comment period, the City received one comment letter from the California Department of Transportation (Caltrans) District 12. Caltrans requested that the proposed project's potential short- and long-term traffic impacts through the preparation of a Traffic Impact Study, including analysis of vehicles miles traveled (VMT). In addition, the analysis of the proposed project should include the evaluation of potential impacts on the movement of goods, transportation system, and long-range development planning. Lastly, Caltrans indicated that any project work proposed in the vicinity of the State right-of-way would require an encroachment permit and all associated potential environmental concerns must be adequately addressed.

This PEIR addresses the above area of concern in detail, examines project-related and cumulative environmental impacts, identifies significant adverse environmental impacts, and proposes mitigation measures and/or alternatives designed to reduce or eliminate potentially significant impacts. Appendix B to this PEIR includes the Initial Study and a copy of the written comment received in response to the NOP. Appendix B also includes a comment summary.

1.4 SIGNIFICANT UNAVOIDABLE IMPACTS

Section 15126.2(b) of the *State CEQA Guidelines* requires that an EIR describe significant environmental impacts that cannot be avoided, including those effects that can be mitigated but not reduced to a less than significant level. The following is a summary of the impacts that are considered significant adverse and unavoidable after all mitigation is applied. These impacts are also described in detail in Chapter 4.0, Existing Environmental Setting, Environmental Analysis, Impacts, and Mitigation Measures.

1.4.1 Air Quality

The proposed project would result in significant and unavoidable impacts relating to air quality. Specifically, the proposed project would result in significant and unavoidable long-term operational pollutant emissions, have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1 (as detailed in Section 4.1, Air Quality), and expose sensitive receptors to substantial pollutant concentrations.

While Mitigation Measure MM AQ-1 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project, there is currently not enough information to quantify emissions of specific project development that may occur under the proposed project. Without quantification to guarantee a less than significant finding, future development projects may still exceed the South Coast Air Quality Management District (SCAQMD) regional significance thresholds. Therefore, operation of the proposed project would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State ambient air quality standard. In addition, because information regarding operational characteristics of future specific development projects and the associated emissions cannot be determined at the time of this analysis, cumulative growth within the City could result in potential toxic air contaminant (TAC) health risks that could cumulatively contribute to elevated health risks in the City. Therefore, in an

abundance of caution, the proposed project's potential to expose sensitive receptors to substantial pollutant concentrations impacts would be considered significant and unavoidable.

1.5 ALTERNATIVES

1.5.1 Alternatives Evaluated in this PEIR

Public Resources Code (PRC) Section 21100 and *State CEQA Guidelines* Section 15126 require an EIR to identify and discuss a No Project Alternative and a reasonable range of alternatives to the proposed project that would feasibly attain most of the basic objectives of the project and would avoid or substantially lessen any of the significant environmental impacts. The following three alternatives have been determined to represent a reasonable range of alternatives that have the potential to feasibly attain most of the basic objectives of the proposed project but that may avoid or substantially lessen any of the significant impacts of the proposed project. Therefore, the alternatives considered in this PEIR include the following:

- **Alternative 1 – No Project Alternative:** CEQA requires analysis of a "No Project" Alternative. The purpose of describing and analyzing a no project alternative is to allow decision-makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. According to *State CEQA Guidelines* Section 15126.6(e)(3)(C), the lead agency should proceed to analyze the impacts of the no project alternative by projecting what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.

- **Reduced Intensity Alternative.** Under the Reduced Intensity Alternative, the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would remain unchanged, and no units would be proposed in the CTCC Specific Plan area. The Reduced Intensity Alternative divides the proposed housing units between the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan) area and the LASP area. The Reduced Intensity Alternative proposes to accommodate 321 units in the Cypress Business and Professional Center Specific Plan area and 1,317 units in the LASP area. The Reduced Intensity Alternative also includes an opportunity site located on the southeast corner of Orange Avenue and Grindlay Street which would accommodate 30 moderate/above moderate-income units. In total, the Reduced Intensity Alternative proposes to accommodate an increase of 1,668 units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of the Reduced Intensity Alternative would increase the residential development capacity in the City to a total of 3,614 housing units.

- **Alternative 2: Lincoln Avenue Specific Plan Mixed Density.** Under Alternative 2, the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would remain unchanged and would be able to accommodate a total of 1,115 units. Alternative 2 also proposes to vary densities within the LASP area between 30 du/ac and 60 du/ac to accommodate the development of approximately 2,378 new units (1,838 lower income units and 540 moderate/ above moderate-income units). The Katella Avenue opportunity site in the Planned Business Park (PBP) Zone would be included in Alternative 2 as described under the proposed project. Alternative 2 also includes the opportunity site located on the southeast corner of Orange

Avenue and Grindlay Street which would accommodate 30 moderate/above moderate-income units. Overall, Alternative 2 would accommodate an additional 2,403 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,349 housing units. If the City proceeds with Alternative 2, amendments to the LASP and the City's Zoning Ordinance would be undertaken through the normal public hearing process.

- **Race Course Avoidance Alternative.** Under the Race Course Avoidance Alternative, opportunity sites within the CTCC Specific Plan would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area, LASP area, and at the Katella Avenue opportunity site, would remain unchanged. Implementation of the Race Course Avoidance Alternative would remove approximately 56.5 acres of CTCC Specific Plan area from future development and would reduce the total number of housing units within the CTCC Specific Plan area by approximately 560 units as compared to the proposed project. Overall, the Race Course Avoidance Alternative would accommodate an estimated 1,243 units within the CTCC Specific Plan area and approximately 1,754 housing units at the opportunity sites. With the removal of approximately 560 units within the CTCC Specific Plan area, implementation of the Race Course Avoidance Alternative would increase the residential development capacity in the City to a total of 3,700 housing units instead of the proposed project's increase of 4,260 housing units.

1.5.2 Identification of the Environmentally Superior Alternative

CEQA requires the identification of an Environmentally Superior Alternative among the proposed project and the alternatives evaluated in an EIR. *State CEQA Guidelines* Section 15126.6(e)(2) provides that, if the No Project Alternative is the Environmentally Superior Alternative, then the EIR shall also identify an Environmentally Superior Alternative among the other alternatives and the proposed project.

The No Project Alternative would have the least impact on the environment as the opportunity sites would remain in their existing conditions and would thereby avoid most of the proposed project's environmental impacts. However, the No Project Alternative would not provide accommodation for the City's RHNA allocation and the City would not be able to meet its housing obligations as defined by the State RHNA allocations. Because local jurisdictions are required by State law (Government Code Section 65580 et seq.) to plan for their fair share of projected housing construction needs in their region and implementation of the No project Alternative would not meet this requirement, a No Project Alternative was considered and rejected by the City of Cypress. In addition, the No Project Alternative cannot be the only Environmentally Superior Alternative. As such, the EIR shall also identify the proposed project or one of the other alternatives as the Environmentally Superior Alternative.

All impacts under the Reduced Intensity Alternative would be similar to or less than the proposed project. The Reduced Intensity Alternative would result in reduced impacts on the environment because the opportunity sites would be developed at a reduced density, thereby reducing most of

the proposed project's environmental impacts. However, the Reduced Intensity Alternative would either not meet the project objectives or meet them to a lesser extent than the proposed project. Most notably, the Reduced Intensity Alternative would not meet the RHNA requirement of 3,936 as required by State law (Government Code Section 65580 et seq.).

In addition, all impacts under the Race Course Avoidance Alternative would be similar to or less than the proposed project. The Race Course Avoidance Alternative would result in reduced impacts on the environment because the opportunity sites within the CTCC would be developed at a reduced density in order to preserve the key historic elements of the Los Alamitos Race Course, thereby reducing most of the proposed project's environmental impacts. However, the Race Course Avoidance Alternative would either not meet the project objectives or meet them to a lesser extent than the proposed project. Most notably, the Race Course Avoidance Alternative would not fulfill the intent of the voter approved Measure A, which approved the CTCC Specific Plan.

As such, the proposed project is the Environmentally Superior Alternative. With the exception of air quality, implementation of the proposed project would result in less than significant impacts on the environmental impact areas analyzed in this PEIR. In contrast, implementation of Alternative 2 would result in similar significant and unavoidable impacts on air quality, and greater environmental impacts associated with energy, greenhouse gas emissions, noise, population and housing, public services, tribal cultural resources, transportation, and utilities and service systems. Further, implementation of the proposed project would meet all of the identified project objectives, including meeting the City's RHNA requirement of 3,936 as required by State law (Government Code Section 65580 et seq.). Accordingly, it is determined that the proposed project is the Environmentally Superior Alternative because implementation would result in the least environmental impacts while meeting all of the project's objectives.

1.6 SUMMARY OF IMPACTS AND MITIGATION MEASURES

Table 1.A identifies the potential project environmental impacts, proposed mitigation measures, and level of significance after mitigation is incorporated into the project. Environmental topics addressed in this PEIR include Air Quality, Cultural Resources, Energy, Greenhouse Gas Emissions, Land Use and Planning, Noise, Population and Housing, Public Services, Transportation, Tribal Cultural Resources, and Utilities.

1.6.1 Secondary Effects of Mitigation Measures

In accordance with *State CEQA Guidelines* Section 15126.4(a)(1)(D), if any mitigation measure would cause one or more significant effects in addition to those that would be caused by the proposed project, the effects of the mitigation measure shall be discussed. The mitigation measures proposed (as listed on Table 1.A) require the Applicant/Developer to provide the City with lighting, grading, excavation or other construction plans, or provide evidence that the project would adhere to existing programs, regulations, or recommendations in technical reports. The regulations and policies listed in the mitigation measures have been evaluated during their respective adoptions or approval processes. No secondary effects related to the proposed mitigation measures are expected to occur.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
4.2: Air Quality		
Threshold 4.2.1: Would the project conflict with or obstruct implementation of the applicable air quality plan? **Significant and Unavoidable Impact.** The proposed project would have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1 because the proposed project would result in significant and unavoidable long-term operational pollutant emissions. Although there is no feasible mitigation to reduce operational pollutant emissions to a less than significant level, Mitigation Measure AQ-1 would require the implementation of all feasible measures to reduce operational impacts associated with the proposed project. Impacts would be significant and unavoidable.	**Mitigation Measure AQ-1:** Prior to issuance of building permits, the City of Cypress shall identify project design details and specifications, where feasible, to document implementation and compliance with the following emission reduction measures. Implementation of the following measures, where applicable, are considered to be applicable, feasible, and effective in reducing criteria pollutant emissions generated by the project: • All Project Applicants shall incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) at the proposed residential uses to minimize the potential impacts of air pollution on sensitive receptors. • All Project Applicants shall incorporate fuel-efficient heating equipment and other appliances, such as water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, boiler units, and low or zero-emitting architectural coatings. Utilize only Energy Star heating, cooling, and lighting devices, and appliances. • All Project Applicants shall utilize energy-efficient design features, including appropriate site orientation, use of lighter color roofing and building materials, and use of deciduous shade trees and windbreak trees to reduce fuel consumption for heating and cooling. • All Project Applicants shall provide building access and paths which are physically separated from street parking lot traffic and that eliminate physical barriers such as walls, berms, landscaping and slopes that impede the use of pedestrians, bicycle facilities, or public transportation vehicles. • Where feasible, Project Applicants shall link cul-de-sacs and dead-end streets to encourage pedestrian and bicycle travel. • Where feasible, Project Applicants shall provide traffic reduction modifications to Project roads, such as: narrower streets, speed platforms, bulb-outs, and intersection modifications designed to reduce vehicle speeds and to encourage pedestrian and bicycle travel. • All Project Applicants shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees, residents, or visitors. • All Project Applicants shall display bike route maps, bus schedules, and any other transportation information such as carpooling and car sharing. • All Project Applicants shall provide preferential parking spaces near the entrance of buildings for those who carpool/vanpool/rideshare and provide signage. • Project Applicants shall install 240-volt electrical outlets or Level 3 chargers in parking lots that would enable charging of neighborhood electric vehicles (NEVs) and/or battery powered vehicles. • Project Applicants shall maximize the planting of trees in landscaping and parking lots. Project Applicants shall use light-colored paving and roofing materials.	Significant and Unavoidable Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Threshold 4.2.2: 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? **Significant and Unavoidable Impact.** Construction emissions associated with the proposed project would not exceed the SCAQMD thresholds for VOCs, NOx, CO, SOX, PM2.5, or PM10 emissions. According to SCAQMD guidance, projects that exceed the significance thresholds are considered by SCAQMD to result in cumulatively considerable air quality impacts. Conversely, projects that do not exceed the significance thresholds are generally not considered to result in cumulatively considerable air quality impacts. Therefore, based on the fact that emissions during construction of the proposed project would not exceed any of the air quality significance thresholds for any criteria pollutants, the proposed project would not have a cumulatively considerable air quality impact. Therefore, with compliance with regulatory requirements (as specified in RCM AQ-1 through RCM AQ-4), construction impacts related to the cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under applicable NAAQS or CAAQS would be less than significant, and no mitigation is required. Vehicular trips associated with the proposed project would contribute to congestion at intersections and along roadway segments in the City. The primary mobile-source pollutant of local concern is CO, a direct function of vehicle idling time and, thus, of traffic flow conditions. Given the extremely low level of CO concentrations in the City, and lack of traffic impacts at any intersections, project-related vehicles are not expected to contribute significantly or result in the CO concentrations exceeding the State or federal CO standards. Impacts related to CO hot spots would be less than significant. While Mitigation Measure AQ-1 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project, there is currently not enough information to quantify emissions of specific project development that may occur under the proposed project. Without quantification to guarantee a less than significant finding, future development projects may still exceed the SCAQMD regional significance thresholds. Therefore, operation of the proposed project would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the Basin is in nonattainment under an applicable federal or State ambient air quality standard.	Refer to Mitigation Measure MM AQ-1. **Regulatory Compliance Measure RCM AQ-1:** During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventative measures by using the following procedures, in compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 during construction. The applicable Rule 403 measures are as follows: • Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more). • Water active sites at least twice 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. • Pave construction access roads at least 100 feet (30 meters) onto the site from the main road. • Reduce traffic speeds on all unpaved roads to 15 miles per hour or less. **Regulatory Compliance Measure RCM AQ-2:** All trucks that are to haul excavated or graded material shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. **Regulatory Compliance Measure RCM AQ-3:** Prior to approval of future project plans and specifications, the City of Cypress shall confirm that the construction bid packages specify: • Contractors shall use high-volume low-pressure paint applicators with a minimum transfer efficiency of at least 50 percent; • Coatings and solvents that will be utilized have a volatile organic compound content lower than required under SCAQMD Rule 1113; and • To the extent feasible, construction/building materials shall be composed of pre-painted materials. **Regulatory Compliance Measure RCM AQ-4:** Future projects shall comply with SCAQMD Rule 402. Rule 402 prohibits the discharge of air contaminants or other material from any type of operations, which can cause nuisance or annoyance to any considerable number of people or to the public or which endangers the comfort or repose of any such persons, or the public. **Regulatory Compliance Measure RCM AQ-5:** All future projects shall comply with the latest Energy Code and Title 24 solar requirements for new residential development.	Significant and Unavoidable Impact.
Threshold 4.2.3: Would the project expose sensitive receptors to substantial pollutant concentrations? **Less Than Significant Impact.** Construction and operation emissions associated with the proposed project would not exceed the localized significance thresholds established by SCAQMD. In order to further reduce construction impacts, the project would comply with emission reduction measures required by the SCAQMD, including SCAQMD Rule 403. With implementation of RCM AQ-1 through RCM AQ-4, the potential health impacts associated with the construction of the proposed project would be less than significant.	Refer to Regulatory Compliance Measure RCMs AQ-1 through AQ-4.	Less Than Significant Impact.
Threshold 4.2.4: Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? **Less Than Significant Impact.** Residential land uses could result in generation of odors such as exhaust from landscaping equipment. However, unlike odor-generating land uses such as wastewater treatment plants, compost facilities, landfills, solid-waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities, these are not considered potential generators of odor that could affect a substantial number of people. Therefore, impacts from potential odors	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
generated from future housing development associated with the proposed project are considered less than significant. During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be confined to the immediate vicinity of the construction equipment and unlikely to affect a substantial number of people. In addition, by the time such emissions reached any sensitive receptor sites, they would be diluted to well below any level of air quality concern. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of the odor-producing materials. Therefore, impacts associated with construction-generated odors are considered to be less than significant. Therefore, impacts associated with other emissions (such as those leading to odors) adversely affecting a substantial number of people would be less than significant.		
Cumulative Air Quality Impacts. **Significant and Unavoidable Impact.** The cumulative impact area for air quality related to the proposed project is the South Coast Air Basin. Air pollution is inherently a cumulative impact measured across an air basin. Construction emissions associated with the proposed project would not exceed the SCAQMD thresholds for VOCs, NOx, CO, SOX, PM2.5, or PM10 emissions. However, even with the with implementation of Mitigation Measure AQ-1 and compliance with regulatory requirements through implementation of RCM AQ-1 through RCM AQ-4, operational impacts from criteria pollutant emissions would exceed SCAQMD thresholds, which could hinder the attainment of air quality standards. Therefore, air quality emissions associated with future development that may occur under the proposed project could result in cumulatively considerable impacts, even with implementation of mitigation.	Refer to Regulatory Compliance Measures RCM AQ-1 through AQ-4 and Mitigation Measure MM AQ-1.	Significant and Unavoidable Impact.
4.4: Cultural Resources		
Threshold 4.4.1: Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? **Less Than Significant Impact.** Several of the opportunity sites for residential development identified in the City of Cypress' (City) General Plan 2021–2029 Housing Element overlap with the Los Alamitos Race Course, which qualifies as a historical resource for the purposes of CEQA. Additionally, several of the opportunity sites contain structures along Lincoln Avenue that are of historic age or could be of historic age upon redevelopment. The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance and would not directly result in physical development. Further, the specific location and configuration of future development at the LARC and Lincoln Avenue opportunity sites has not yet been determined and is not under consideration as part the programmatic update. As such, impacts to historical resources under the proposed project would be less than significant, and no mitigation is required.	No mitigation is required.	Less Than Significant Impact.
Threshold 4.4.2: Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? **Less Than Significant Impact.** The opportunity sites associated with the City's General Plan 2021–2029 Housing Element are either presently developed or heavily disturbed, and according to the City of Cypress General Plan Conservation, Open Space and Recreation Element, there are no known archaeological resources located at the opportunity sites. The project has been previously disturbed to construct various structures as well as material stockpiling and storage purposes. Future development would likely include demolition, site preparation/grading activities, during which 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 Regulatory Compliance Measure (RCM) CUL-1 will be implemented. With the implementation of RCM CUL-1, project impacts to archaeological resources would be less than significant with mitigation incorporated.	**Regulatory Compliance Measure RCM CUL-1:** 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. 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.	Less Than Significant Impact.
Threshold 4.4.3: 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 opportunity sites. 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 future construction, 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	**Regulatory Compliance Measure RCM CUL-2:** 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 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	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
15064.5(e), Public Resources Code (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 RCM CUL-2), 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.	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.	
Cumulative Cultural Resources Impacts. **Less Than Significant Impact**. Under the 2045 General Plan build-out assumptions, 1,742 new households could be developed on and around the site of the Los Alamitos Race Course, which was identified in this section's analysis as a historically significant cultural resource. Because this development is reasonably foreseeable, the loss of the LARC would have the potential to occur regardless of whether or not the proposed project moves forward. Further, as the proposed project does not include any physical development of the LARC, these potential impacts to the LARC would be evaluated on a project-specific basis as future development projects are proposed. Each development proposal received by the City shall be subject to the requirements of CEQA, including an environmental review, if applicable. If there were any potential for significant impacts to cultural resources as a result of reasonably foreseeable development projects in Cypress, an investigation would be required to determine the nature and extent of the resources and to identify appropriate mitigation measures. As such, the proposed project's contribution to cumulative impacts would be less than significant.	No mitigation is required.	Less Than Significant Impact.
4.5: Energy		
Threshold 4.5.1: 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.** **Construction.** The proposed project is estimated to consume 12,540,998.1 gallons of gasoline and 3,993,660.6 gallons of diesel fuel during construction, which would increase the annual construction generated fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and 0.1 percent for diesel fuel usage. As such, project construction would have a negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. It is not expected that future residential development would include any unusual characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in the region or the State. In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs. The proposed project would not cause or result in the need for additional energy facilities or an additional or expanded delivery system. For these reasons, fuel consumption during construction would not be inefficient, wasteful, or unnecessary. **Operation. T**he estimated potential increase in electricity demand associated with the 2,314 additional housing units that would be allowed under the proposed project is 8,482,740.0 kilowatt-hours (kWh) per year, which would negligibly increase the annual natural gas consumption in Orange County by approximately 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. All future residential development would be required to adhere to all federal, State, and local requirements for energy efficiency, including the latest Title 24 standards. Fuel use associated with the vehicle trips generated by the proposed project is estimated at approximately 920,640.0 gallons of gasoline and 111,188.8 gallons of diesel fuel per year, which would increase the annual fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and approximately 0.1 percent for diesel fuel usage. 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. As such, the buildout of the 2,314 additional housing units that would be allowed under the proposed project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Threshold 4.5.2: Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency? **Less Than Significant Impact.** Energy usage during project-related construction activities 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 resources. 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, 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	No mitigation is required.	Less Than Significant Impact.
Cumulative Energy Impacts. **Less Than Significant Impact.** Although the proposed project would result in an increase in demand for electricity, this increase would not require SCE to expand or construct infrastructure that could cause substantial environmental impacts. The proposed project, in combination with cumulative development, is well within SCE's system-wide net annual increase in electricity supplies over the 2018 to 2030 period, and there are sufficient planned electricity supplies in the region for estimated net increases in energy demands. Similarly, additional natural gas infrastructure is not anticipated due to cumulative development. The proposed project's share of cumulative consumption of natural gas in the SoCalGas service area would be negligible. It is anticipated that SoCalGas would be able to meet the natural gas demand of cumulative development without additional facilities. In addition, both SCE and SoCalGas demand forecasts include the growth contemplated by the proposed project and the other cumulative development within their respective service areas. Increased energy efficiency to comply with building energy efficiency standards would reduce energy consumption on a per-square-foot basis. Furthermore, utility companies are required to increase their renewable energy sources to meet the Renewable Portfolio Standards mandate of 60 percent renewable supplies by 2030. SCE and SoCalGas plan to continue to provide reliable service to their customers and upgrade their distribution systems as necessary to meet future demand. Transportation energy use would also increase; however, this transportation energy use would not represent a major amount of energy use when compared to the amount of existing development and to the total number of vehicle trips and VMT throughout Orange County and the region. The proposed project and cumulative development are required to comply with various federal and State government legislation to improve energy efficiency in buildings, equipment, and appliances, and reduce VMT. As such, the proposed project would not result in an inefficient, wasteful, and unnecessary consumption of energy. Therefore, the proposed project's contribution to impacts related to the inefficient, wasteful, and unnecessary consumption of energy would not be cumulatively considerable, and no mitigation is required.	No mitigation is required.	Less Than Significant Impact.
4.7 Greenhouse Gas Emissions		
Threshold 4.7.1: Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? **Less Than Significant Impact.** The SCAQMD then requires the construction GHG emissions to 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. The proposed project would generate 64,871 MT CO2e during construction. When annualized over the 30-year life of the project, annual emissions would be 2,162.4 MT CO2e. Including construction emissions, the proposed project would result in 15,016.6 MT CO2e/yr, which would exceed the SCAQMD threshold of 3,000 MT CO2e/yr. Therefore, consistent with the SCAQMD's interim guidance, the proposed project was evaluated based on the efficiency-based threshold. Implementation of the proposed project would result in the facilitation of 2,314 additional housing units within the City with a corresponding population increase of 4,605 residents. The proposed project would result in per service population emissions of 3.3 MT CO2e/yr/SP, which would be below the SCAQMD's plan-level screening threshold of 4.1 MT CO2e/yr/SP. Therefore, operation of the proposed project would not generate significant GHG emissions that would have a significant effect on the environment.	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Threshold 4.7.2: 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 with Mitigation.** Applicable plans adopted for the purpose of reducing greenhouse gas emissions include CARB's Scoping Plan and SCAG's 2020–2045 RTP/SCS. The proposed project would comply with existing State regulations adopted to achieve the overall GHG emissions reduction goals identified in AB 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197 and would be consistent with applicable State plans and programs designed to reduce GHG emissions. 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. With implementation of Mitigation Measure GHG-1, the proposed project would not conflict with an adopted plan, policy, or regulation pertaining to GHG emissions, and impacts are considered less than significant with mitigation.	**Mitigation Measure MM GHG-1:** Prior to discretionary approval by the City of Cypress for residential development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project-related greenhouse gas (GHG) impacts to the City of Cypress for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology. If project-related GHG emissions exceed applicable SCAQMD thresholds of significance and/or Statewide GHG reduction targets, the City of Cypress shall require that applicants for new development projects incorporate mitigation measures to reduce GHG emissions. Mitigation measures could include, but are not limited, to energy efficiency measures, water conservation and efficiency measures, solid waste measures, and transportation and motor vehicles measures. The identified measures shall be included as part of the conditions of approval.	Less Than Significant Impact.
Cumulative Greenhouse Gas Emissions Impacts. **Less Than Significant Impact.** The analysis of impacts related to GHG emissions is inherently cumulative. With implementation of Mitigation Measure GHG-1, the proposed project would have no conflict with applicable statewide and regional climate action measures. In addition, as discussed above, the project's operational-related GHG emissions would not exceed the SCAQMD's numeric threshold. GHG emissions impacts associated with the proposed project would be less than significant, and therefore the cumulative impact would also be less than significant with mitigation incorporated.	Refer to Mitigation Measure MM GHG-1.	Less Than Significant Impact.
4.10: Land Use and Planning		
Threshold 4.10.1: Would the project physically divide an established community? **Less Than Significant Impact.** Implementation of the City of Cypress' (City) General Plan 2019–2029 Housing Element update and rezoning program would result in changes in land use in some cases, as described in Chapter 2.0 of the Draft EIR, Project Description. These changes would occur on the Lincoln Avenue and Katella Avenue opportunity sites described in the Draft Housing Element. As these areas are currently urbanized, the proposed project would not physically divide an established community. Therefore, project impact is less than significant. No mitigation is necessary.	No mitigation required.	Less Than Significant Impact.
Threshold 4.10.2: 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.** As described in Section 2.0, Project Description, the proposed project would include rezoning of sites to allow higher densities than are allowed under current designations, and would amend the General Plan, Zoning Ordinances, and the Specific Plans as needed to align with this change and other aspects of the updated 2021-2029 City General Plan Housing Element. Therefore, any existing land use policies that are not already consistent with the proposed project would be amended accordingly, eliminating any possible land use conflicts. With adoption of the Housing Element Update and the necessary conforming changes to land use designations, zoning, and Specific Plans, the project would create consistency between the 2021-2029 General Plan Housing Element Update and applicable City land use and planning policies. Additionally, any future projects implemented in accordance with the proposed zoning changes would be reviewed against applicable land use policies as a part of the future development review process. Therefore, the proposed project would result in less than significant impacts related to potential conflicts with applicable land use plans, policies, and regulations, and no mitigation is required.	No mitigation required.	Less Than Significant Impact.
Cumulative Land Use and Planning Impacts. **Less Than Significant Impact**. The proposed project would not physically divide an established community because land use changes proposed within the City are intended to tie into the existing uses and surrounding neighborhoods. Development would occur within existing areas of development, which is not expected to divide an established community. The proposed project would not result in a significant impact with respect to consistency with the General Plan, Zoning Ordinance, or Specific Plans because the project would include necessary document amendments to ensure consistency. These changes would not have cumulative impacts because they are administrative actions to properly reflect existing uses. Any future projects implemented in accordance with the proposed zoning changes and updated land use designations would be required to adhere to all applicable development policies and guidelines. Because the City's General Plan 2045 buildout assumption is already anticipated and accounted for in the City's General Plan, implementation of the City of Cypress Housing Element Update would not contribute to a cumulative effect due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Consequently, the cumulative impact would be less than significant.	No mitigation required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
4.11: Noise		
Threshold 4.11.1: 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?		
Threshold 4.11.2: Would the project result in generation of excessive groundborne vibration or groundborne noise levels?		
Threshold 4.11.3: 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 two 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?		
Cumulative Noise Impacts.		
4.12: Population and Housing		
Threshold 4.12.1: 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.** Although the proposed project would facilitate the development of new housing in the City, the new housing would not induce substantial unplanned population growth as the proposed project is designed to meet the City's housing need allocation for the planning period between 2021 and 2029 of 3,936 units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City as evaluated in the SCAG RHNA. In addition, the opportunity sites are located in urbanized settings with a full range of public services and utilities. As such, the proposed project would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, directly or indirectly, would be less than significant.	No mitigation is required.	Less Than Significant Impact.
Cumulative Population and Housing Impacts. **Less Than Significant Impact.** Implementation of the proposed project in conjunction with the buildout of the households under the baseline General Plan buildout scenario could result in cumulatively significant population increases. However, future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA. In addition, future projects implemented in accordance with the proposed project, as well as the remaining development associated with the City's General Plan 2045 build-out assumptions, would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations. Therefore, the impacts from the proposed project are not considered to be cumulatively considerable.	No mitigation is required.	Less Than Significant Impact.
4.13: Public Services		
Threshold 4.13.1(i): 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.** Implementation of the proposed project would increase the population served by the OCFA by 0.2 percent. This increase in population served by OFCA is negligible (less than 1 percent and would not impact OCFA's ability to serve the City. Any future housing projects implemented in accordance with the proposed project would be required to adhere to all OCFA requirements, including providing adequate fire flow/structure protection to the opportunity sites, hydrants spaced to meet the minimums identified in the fire code, and providing adequate access for emergency vehicles Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that fire service providers would be able to provide adequate fire protection through building design requirements and access. Further, all future projects implemented in accordance with the proposed project would be subject to additional CEQA review related to specific development applications. Further, adherence to Standard Condition PS-1 would be required to coordinate with OCFA to determine the appropriate development impact fees required for the project in order to offset potential impact to OCFA staffing and service ability. Therefore, impacts on fire protection services would be less than significant and no mitigation is required.	**Regulatory Compliance Measure RCM PS-1:** Any future projects implemented in accordance with the proposed project would be required to coordinate with OCFA to determine the appropriate development impact fees required in order to offset potential impact to OCFA staffing and service ability. Prior to the approval of a future project implemented in accordance with the proposed project, the designated site developer shall enter into a Secured Fire Protection Agreement with OCFA that details the agreed-upon development impact fees required for the project.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Threshold 4.13.1(ii): 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.** Implementation of the proposed project would result in an officer-to-resident ratio of 1.0 CPD officer per 1,000 residents, which is consistent with the officer-to-resident ratio of the City since 2019. Although the proposed project would likely result in an increase in calls to law enforcement within the City due to the population increase associated with the construction of 2,314 additional housing units, CPD has confirmed that it anticipates hiring additional officers in order to adequately serve future population growth in the City, including the population increase associated with the proposed project. In addition, CPD has confirmed that it has adequate facilities to accommodate additional officers. Any future housing projects implemented in accordance with the proposed project would be required to adhere to all applicable policies and codes related to the provision of police services. Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that law enforcement providers would be able to provide adequate police protection services. Future housing projects at the opportunity sites would be subject to additional CEQA review related to specific development applications. Therefore, impacts on police protection services would be less than significant	No mitigation is required.	Less Than Significant Impact.
Threshold 4.13.1(iii): 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.** Implementation of the proposed project would result in approximately 547 additional students in the CSD, 25 in the CESD, 64 students in the LOSAL (46 elementary school students and 18 middle/high school students), and 429 students in the AUHSD. The increase in students as a result of project implementation would increase the demand for school facilities. However, future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA, which is based on population estimates, including school-aged children, for the City. Therefore, although implementation of the proposed project would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in the City's population. In addition, 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-2, potential impacts to school services and facilities associated with implementation of the proposed project would be less than significant.	**Regulatory Compliance Measure RCM PS-2: Payment of School Fees.** Prior to issuance of any building permits, the Applicant/Developer of future residential development projects facilitated by the proposed project shall provide proof to the Director of the City of Cypress Community Development Department, or designee, that payment of school fees to the appropriate school districts have been made in compliance with Section 65995 of the California Government Code.	
Cumulative Public Services Impacts. **Less Than Significant Impact.** Implementation of the proposed project in conjunction with the buildout of the additional households could result in a cumulatively significant impact to public services within the City. However, developers of future residential development projects implemented in accordance with the proposed project, as well as the remaining development associated with the City's General Plan 2045 build-out assumptions, would be required to analyze potential impacts to public services and pay their fair share of development impact fees. Therefore, the impacts from the proposed project on public services are not considered to be cumulatively considerable.	No mitigation is required.	Less Than Significant Impact.
4.15: Transportation		
Threshold 4.15.1: Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?		
Threshold 4.15.2: Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?		
Threshold 4.15.3: Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		
Threshold 4.15.4: Result in inadequate emergency access?		

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Cumulative Transportation Impacts.		
4.16: Tribal Cultural Resources		
Threshold 4.16.1: 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: 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)? **Less Than Significant Impact.** No tribal archaeological resources have been previously recorded within or in the vicinity of any of the proposed opportunity sites, and none were discovered as a result of the records searches conducted for properties on and adjacent to the sites. Native American consultations were conducted in compliance with SB 18 and AB 52. As part of these consultations, the City asked the NAHC to conduct a record search of the Sacred Lands File (SLF) to identify known tribal cultural resources, which yielded negative results. No information regarding specific known tribal cultural resources on the project site was provided by any of the Native American Tribes contacted as part of the AB 52 and SB 18 process for the proposed project. 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 have less than significant impacts pertaining to 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 of or in a local register of historical resources as defined in PRC Section 5020.1(k), and no mitigation is required.	No mitigation is required.	Less Than Significant Impact.
Threshold 4.16.2: 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: 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 Impact**. Native American consultation for the proposed project was conducted in compliance with SB 18 and AB 52. As part of these consultations, review of the SLF by the NAHC yielded negative results. Subsequently, Native American representatives were contacted by the City to determine their desire to consult on the proposed project. Because the Tribal outreach process yielded no knowledge of significant Tribal resources, it can reasonably be assumed that the proposed project would not 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. Because future development of the project's opportunity sites could require excavation and other potentially disturbing aspects of construction into soils, there is a potential to uncover undiscovered tribal cultural resources during excavation, including human remains. Regulatory Compliance Measure CUL-1 sets forth requirements for the treatment of unearthed archaeological resources. Regulatory Compliance Measure CUL-2 requires compliance with the State's Health and Safety Code for the treatment of human remains. The proposed project would be required to adhere to these Regulatory Compliance Measures. Impacts of the impact of the proposed project to previously unknown deposits with tribal cultural significance or previously undiscovered human remains would be less than significant.	Refer to Regulatory Compliance Measures RCMs CUL-1 and CUL-2.	Less Than Significant Impact.
Cumulative Tribal Cultural Resources Impacts. **Less Than Significant Impact.** The proposed project would result in less than significant impacts to known and unknown tribal cultural resources listed or eligible for listing in the California Register of Historical Resources, in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or otherwise determined by the lead agency to be significant. Further, each individual development proposal received by the City is required to undergo individual environmental review pursuant to CEQA, including SB 18 and AB 52 outreach. Impacts of other projects on tribal cultural resources are generally site-specific resulting from ground disturbing activities, which would require unique impact analysis to determine the nature and extent of the resources and identify appropriate mitigation measures that would reduce or avoid significant impacts. Additionally, when resources can be assessed and/or protected as they are discovered, impacts to these resources are less than	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
significant. As such, adherence to the regulatory standards in Regulatory Compliance Measure CUL-1 and CUL-2 would ensure that the proposed project, together with the related projects, would result in less than significant cumulative impacts to tribal cultural resources.		
4.17: Utilities and Service System		
Threshold 4.17.1: 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.** Future residential development facilitated by the proposed project would result in approximately 86,834,354 gallons per year (gpy) or 267 af per year (afy) of indoor water use. The proposed project's anticipated water usage accounts for 1.7 percent of the estimated water demand and 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC Los Alamitos West Orange Service Area. Additionally, some of the 2,314 units would replace existing urban uses that currently use water. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to water. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, the proposed project would not require the relocation or construction of new or expanded water facilities or infrastructure and impacts would be less than significant. **Wastewater**. The proposed project is anticipated to generate approximately 240 af of wastewater annually, or 214,116 gallons of wastewater per day. This accounts for 0.11 percent of OCSD's daily capacity, 0.10 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2. Consequently, anticipated wastewater generation by the proposed project is negligible (less than 1 percent) compared to the available capacities of OCSD, Reclamation Plant No. 1, and Treatment Plant No. 2. Additionally, some of the 2,314 units would replace existing urban uses that currently consume water and are assumed in the water use projections. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to wastewater treatment. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. In addition, as requested by OCSD, future projects implemented in accordance with the proposed project would be required to provide project-specific impact analysis via sewer study to demonstrate the adequacy of existing wastewater facilities to properly transport and treat wastewater flows generated by the future project. As such, the proposed project would not require the relocation or construction of new or expanded wastewater facilities or infrastructure and impacts would be less than significant. **Stormwater/Drainage.** Any future projects implemented in accordance with the proposed project which disturbs more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). If a project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2019 California Green Building Standards Code (CALGreen Code). The new development allowed under the proposed project would also comply with the Orange County MS4 Permit, which requires the preparation of a Final WQMP and implementation of operational BMPs to target and reduce pollutants of concern in stormwater runoff from project sites. Compliance with the Orange County MS4 Permit would reduce operational impacts related to surface water quality standards, waste discharge requirements, and/or degradation of water quality to a less than significant level, and no mitigation is required. Additionally, some of the 2,314 units would replace existing urban uses that currently contribute to stormwater flows and given that existing urban uses are probably older structures and not built to current stormwater standards there could be a net benefit. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to stormwater drainage. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, the proposed project would not require the relocation or construction of new or expanded stormwater facilities or infrastructure and impacts would be less than significant. **Electric Power.** The estimated electricity demand associated with the operation of the new residential development allowed under the proposed project is approximately 8,482,740 kilowatt-hours (kWh) per year. Therefore, operation of the future residential development facilitated by the proposed project would increase annual electricity consumption in the SEC service	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
area and Orange County by approximately 0.01 and 0.04 percent, respectively. Consequently, anticipated electricity consumption by the proposed project is negligible (less than 1 percent) compared to the total consumption of the SCE service area and Orange County. Additionally, some of the 2,314 units would replace existing urban uses that are older structures not built to current Title 24 Energy Efficiency Standards, all of which consume electricity, thereby likely decreasing any net gain in electricity consumption. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to electric power. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, the proposed project would not require the relocation or construction of new or expanded electrical facilities or infrastructure and impacts would be less than significant. **Natural Gas.** The estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 25,701,324 KBTU per year, or approximately 257,075 therms per year. Therefore, operation of the new residential development allowed under the proposed project would increase annual consumption in the SoCalGas service area and Orange County by approximately 0.005 and 0.04 percent, respectively. Consequently, anticipated natural gas consumption by the proposed project is negligible (less than 1 percent) compared to the total consumption of the SoCalGas service area and Orange County. 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 impact. Additionally, some of the 2,314 units would replace existing urban uses that are older structures not built to current Title 24 Energy Efficiency Standards, several of which consume natural gas, thereby likely decreasing the net gain in natural gas consumption. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to natural gas. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, the proposed project would not require the relocation or construction of new or expanded natural gas facilities or infrastructure and impacts would be less than significant. **Telecommunication Facilities.** Any future projects that would be developed in accordance with the proposed project would be responsible for constructing adequate tele-communication facility extensions on their respective project sites. The construction and expansion 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.		
Threshold 4.17.2: 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.** The estimated increase in water demand associated with the new development proposed as part of the project would represent approximately 1.7 percent of the GSWC's anticipated water demand in 2045. Additionally, some of the 2,314 housing units that would be accommodated with implementation of the proposed project would replace existing uses that currently are assumed in the water use projections. The project-generated increase in water demand would be considered less than significant and would fall within existing capacity and available supply. According to the 2020 UWMP, GSWC's available water supply would meet the future projected demand for normal year demands from 2025 through 2045. Development of the residential units facilitated by the proposed project are anticipated to use 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC West Orange Service Area. Therefore, the proposed project would not result in insufficient water supplies during normal, dry, and multiple dry years, and adequate water supply would be available to accommodate the future residential development on the opportunity sites facilitated by the proposed project. The proposed project would increase demand for water supplies; however, the GSWC would have sufficient water supplies to the serve the proposed project. Therefore, the proposed project would result in less than significant impacts related to water supplies.	No mitigation is required.	Less Than Significant Impact.

Table 1.A: Summary of Potential Environmental Impacts, Project Design Features, Mitigation Measures, Regulatory Compliance Measures, and Level of Significance

Potential Environmental Impact	Project Design Features, Mitigation Measures, and Regulatory Compliance Measures	Level of Significance After Mitigation
Threshold 4.17.3: 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? **Less Than Significant Impact.** The proposed project is anticipated to generate 214,116 gpd of wastewater. However, the 214,116 gpd of wastewater generated by the proposed project would only represent a small fraction of the primary daily treatment capacity of Reclamation Plant No. 1 and Reclamation Plant No. 2 (0.10 percent and 0.13 percent, respectively). Additionally, through its Capital Improvement Program, the OCSD 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. Through these long-range planning activities, the OCSD would be able to accommodate the growth in demand for wastewater treatment generated by the proposed project and other projects in its service area. Therefore, the proposed project would not result in a significant contribution to the capacity of Reclamation Plant No. 1 or Treatment Plant No. 2. Additionally, fees required by the OCSD would sufficiently offset potential impacts generated by the proposed project. Furthermore, some the 2,314 units would replace existing urban uses that currently generate wastewater. Therefore, the proposed project would result in less than significant impacts related to the wastewater treatment capacity.	No mitigation is required.	Less Than Significant Impact.
Threshold 4.17.4: 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 additional solid waste generation of 1,711 tons of solid waste per year, or 4.69 tpd, facilitated by the proposed project represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill, respectively. Consequently, anticipated solid waste generation by the proposed project is negligible (less than 1 percent) compared to the total amount of solid waste received by the three landfills. The proposed project would not require the construction of any physical improvements related to the provision of solid waste disposal that would result in significant environmental impact and the OCWR solid waste disposal system would have adequate capacity to serve the proposed project. Furthermore, some of the 2,314 housing units would replace existing urban uses, most of which currently generate solid waste. Therefore, impacts related to solid waste generation from any future projects developed in accordance with the proposed project would be less than significant.	No mitigation is required.	Less Than Significant Impact.
Cumulative Utilities and Service Systems Impacts. **Less Than Significant Impact.** Implementation of the proposed project in conjunction with the buildout of the additional households could result in cumulatively significant impact to utility facilities and capacity. However, developers of future residential development projects implemented in accordance with the proposed project, as well as the remaining projects associated with the City's General Plan 2045 build-out assumptions, would be required to analyze potential impacts to utilities systems, ensure that utility providers would have adequate capacity and supply to serve the residential projects as well as existing conditions, and would be required to comply with existing and future statutes and regulations, including waste diversion programs mandated by City, State, and federal law. Therefore, the impacts from the proposed project would not be considered cumulatively considerable.	No mitigation is required.	Less Than Significant Impact.

2.0 INTRODUCTION

This Environmental Impact Report (EIR) has been prepared to evaluate environmental impacts associated with the proposed 2021–2029 Cypress Housing Element Implementation Project (proposed project) in Cypress, California. The City of Cypress (City) is the "public agency which has the principal responsibility for carrying out or approving the project"[1] and, as such, is the "Lead Agency" for the proposed project under the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.). CEQA requires the Lead Agency to consider the information contained in the EIR prior to taking any discretionary action on the proposed project. This EIR is intended to serve as an informational document to be considered by the City and any Responsible Agencies during deliberations on the proposed project. CEQA Section 21069 defines a "Responsible Agency" as a public agency other than the Lead Agency that has responsibility for carrying out or approving a project. The approvals and permits associated with the proposed project are described in Chapter 3.0, Project Description.

The City, as Lead Agency, determined that the proposed project may have a significant effect on the environment and that an EIR would be required to more fully evaluate potential adverse environmental impacts that may result from development of the proposed project. As a result, this EIR has been prepared in accordance with CEQA and the *State CEQA Guidelines* (California Code of Regulations [CCR], Title 14, Section 15000 et seq.). This EIR also complies with the procedures established by the City for the implementation of CEQA.

Questions regarding the preparation of this document and City review of the proposed project should be referred to the following person:

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

2.1 PURPOSE AND TYPE OF EIR/USES OF THE EIR

This EIR has been prepared to evaluate potential environmental impacts that could result from implementation of the proposed project. As the Lead Agency, the City has the principal responsibility for approving the proposed project. In that capacity, the City has decided to prepare this EIR and, after the public review process, will decide whether to certify the Final EIR.

The City and any Responsible Agencies have the authority to make decisions on discretionary actions relating to development of the proposed project. As stated previously, this EIR is intended to serve as an informational document to be considered by the City and Responsible Agencies during deliberations on the proposed project. No Responsible Agencies have been identified for this project. This EIR evaluates a reasonable worst-case scenario of potential impacts associated with the

[1] As defined in Public Resources Code Section 21067.

proposed project and identifies feasible mitigation and alternatives for any identified potentially significant impacts.

This EIR will serve as a Program EIR (PEIR) pursuant to *State CEQA Guidelines* Section 15168. According to Section 15168 of the *State CEQA Guidelines*, a Program EIR may be prepared for a series of actions that are related geographically, as logical parts in a chain of contemplated actions, or in connection with the issuance of plans that govern the conduct of a continuing program (per CEQA Guidelines, Section 15168(a)). The advantages of a PEIR include the ability to provide a more exhaustive consideration of alternatives and cumulative effects than might be possible in a single project-specific EIR; to avoid duplication of basic policy considerations; provide the lead agency with the ability to consider broad program-wide policies and mitigation measures that would apply to specific projects or later activities within the overall program (CEQA Guidelines, Section 15168 (b)); and use the PEIR when examining later activities to determine whether an additional environmental document must be prepared (CEQA Guidelines, Section 15168(c)). If a later activity is found to be within the scope of the PEIR, no further environmental documents would be required.

As the Lead Agency for the proposed project under CEQA, the City must consider the information contained in the Final EIR prior to taking any discretionary action with respect to the proposed project. This EIR provides information to the Lead Agency and other public agencies, the general public, and decision-makers regarding the potential environmental impacts from construction and operation of the proposed project. The purpose of the public review of this EIR is to evaluate the adequacy of the environmental analysis in terms of compliance with CEQA. *State CEQA Guidelines* Section 15151 states the following regarding the standards from which adequacy is judged:

> "An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among experts. The courts have not looked for perfection but for adequacy, completeness, and a good faith effort at full disclosure."

Public Resources Code Section 21002.1(a) states:

> "The purpose of an environmental impact report is to identify the significant effects on the environment of a project, to identify alternatives to the project, and to indicate the manner in which those significant effects can be mitigated or avoided."

An EIR is the most comprehensive form of environmental documentation identified in CEQA and the *State CEQA Guidelines* and provides the information needed to assess the environmental consequences of a proposed project. EIRs are intended to provide an objective, factually supported, full-disclosure analysis of the environmental consequences associated with a proposed project that has the potential to result in significant, adverse environmental impacts.

2.2 PUBLIC REVIEW PROCESS

In compliance with CEQA and the *State CEQA Guidelines,* the City has taken steps to promote opportunities for the public and other public agencies to participate in the environmental review process. The City conducted the scoping process and held a public scoping meeting, prepared an IS, issued a Notice of Preparation (NOP) for the proposed project, and determined that an EIR was required to evaluate the potentially significant environmental effects of the proposed project and related actions. Further, this Draft EIR is subject to public review and comment. These topics related to the environmental review process are described in further detail below.

2.2.1 Initial Study and Notice of Preparation

The City, as the Lead Agency, issued an NOP for the EIR on April 21, 2023, which was distributed via the State Clearinghouse (SCH). The SCH issued a project number for the EIR (SCH No.2023040560). The primary purpose of preparing the IS was to scope the environmental analysis and evaluate potential environmental impacts that may result from project approval. The IS was also used to scope out environmental issues that were determined to be "less than significant" or "no impact." The IS is attached as Appendix A to this EIR.

In accordance with the *State CEQA Guidelines,* Section 15082, the NOP was circulated to responsible agencies and individuals for a period of 30 days, during which time written comments were solicited pertaining to environmental issues and topics that the EIR should evaluate.

Responses to the NOP were received from the following agency:

- California Department of Transportation (Caltrans) District 12

2.2.2 Scoping Meeting

The City held a public scoping meeting to present the original project and to solicit input from interested individuals regarding environmental issues that should be addressed in the Draft EIR. The in-person scoping meeting was held on May 2, 2023. No environmental issues or concerns were raised at the scoping meeting. Appendix B includes copies of written comments received in response to the NOP.

2.2.3 Areas of Controversy

Issues and concerns raised in response to the NOP or at the scoping meeting included:

- Comments from California Department of Transportation (Caltrans) District 12 regarding: traffic impact study, transportation planning, system planning, active transportation planning, goods movement and encroachment permit.

This is not an exhaustive list of areas of controversy, but rather key issues that were raised during the scoping process. This EIR addresses each of these areas of concern or controversy in detail, examines project-related and cumulative environmental impacts, identifies significant adverse environmental impacts, and proposes mitigation measures and/or alternatives designed to reduce

or eliminate potentially significant impacts. Appendix A to this EIR includes the NOP and IS. Appendix B includes a copy of the written comment letters received in response to the NOP.

2.2.4 EIR Public Review Period

This EIR is being distributed to numerous public agencies and other interested parties for review and comment. This EIR is also available at the following locations and on the City's website for the proposed project (add website location):

City of Cypress
Community Development Department
5275 Orange Avenue
Cypress, CA 90630

Cypress Branch Library
5331 Orange Avenue
Cypress, CA 90630

All comments received from agencies and individuals on this EIR will be accepted during the public comment period, which will not be less than 45 days, in compliance with CEQA and the *State CEQA Guidelines*. All comments on this EIR should be sent to the following City contact person:

Alicia Velasco, Planning Director
City of Cypress Community Development Department
5275 Orange Avenue
Cypress, CA 90630
Email: avelasco@cypressca.org

Following the close of the public comment period, the City will prepare written responses to all written comments received during the public comment period and will compile these comments and responses, together with any text changes to this EIR, into a Final EIR that includes all of the information required pursuant to *State CEQA Guidelines* Section 15132. The Final EIR will be provided to all public agencies that submitted comments on this EIR at least 10 days prior to certification of the Final EIR. The Final EIR shall consist of the EIR or a revision of the draft; comments and recommendations received on the EIR either verbatim or in summary; a list of persons, organizations, and public agencies commenting on the EIR; the response of the City to significant environmental points raised in the review and consultation process and in comments submitted on the Draft EIR; and any other information added by the City.

The City will make findings regarding the extent and nature of the impacts as presented in the Final EIR. The Final EIR must be certified as complete by the City Council prior to making a decision on the requested entitlements for the proposed project. Public input is encouraged at all public hearings regarding the proposed project.

2.3 SCOPE OF THIS EIR

As required by *State CEQA Guidelines* Section 15128, this EIR must identify the effects of the proposed project that are determined to be significant. Environmental topics addressed in this EIR include: Air Quality; Cultural Resources; Energy, Greenhouse Gas Emissions; Land Use and Planning; Noise; Population and Housing; Public Services; Transportation; Tribal Cultural Resources; and Utilities and Service Systems.

2.4 FORMAT OF THE EIR

This EIR contains the information and analysis required by CEQA and the *State CEQA Guidelines,* including Section 15122–15131, and is generally organized as follows:

- **Chapter 1.0: Executive Summary.** Chapter 1.0 contains the Executive Summary of this EIR, which lists all significant project impacts, feasible mitigation measures that have been recommended to reduce any significant impacts of the proposed project, and the level of significance of each impact following feasible mitigation. The summary is presented in a table format.

- **Chapter 2.0: Introduction.** Chapter 2.0 contains a discussion of the purpose and intended use of this EIR.

- **Chapter 3.0: Project Description.** Chapter 3.0 includes a discussion of the proposed project's opportunity sites location and existing environmental setting, overall project relationship to the City's General Plan, background and related planning documents, description of the proposed project and opportunity sites, projects objectives, and discretionary actions, permits, and other approvals.

- **Chapter 4.0: Environmental Impact Analysis.** Chapter 4.0 includes an analysis of the proposed project's environmental impacts. It is organized into the following topical sections: air quality, cultural resources, energy, greenhouse gas emissions, , land use and planning, noise, population and housing, public services, transportation, tribal cultural resources and utilities and service system. The environmental setting discussions describe the "existing conditions" of the environment on the proposed projects opportunity sites as they pertain to the environmental issues being analyzed (CEQA Guidelines §15125).

  The impact discussions identify and focus on the potentially significant environmental effects of the proposed project. The direct and indirect effects of the proposed project on the environment are identified and described, giving due consideration to both the short-term and long-term effects, as necessary (CEQA Guidelines §15126.2[a]).

  Chapter 4.0 also includes within the analysis of each environmental topic a discussion of the cumulative effects of the proposed project when considered in combination with other projects causing related impacts, as required by *State CEQA Guidelines* Section 15130. For the purposes of the EIR, a summary of build-out projections contained in the adopted General Plan and related planning documents was developed to determine potential cumulative impacts. LSA developed the General Plan build-out assumptions by reviewing the land use assumptions in the City's Transportation Analysis Zones (TAZs) in the Orange County Transportation Analysis Model (OCTAM) and adjusting them to reflect anticipated growth allowed under the General Plan and or approved projects in a related planning document.

  The discussions of mitigation measures identify and describe feasible measures that could minimize or lessen potentially significant impacts for each significant environmental effect identified in this EIR (CEQA Guidelines §15126[e]). The levels of significance before and after

mitigation are provided. Significant unavoidable adverse effects are identified where mitigation is not expected to reduce the effects to less than significant levels.

- **Chapter 5.0: Alternatives to the Proposed Project.** In accordance with CEQA, the alternatives discussion in Chapter 5.0 describes a reasonable range of alternatives that could feasibly attain the basic objectives of the proposed project and are capable of eliminating or substantially reducing any of the proposed project's significant unavoidable adverse environmental effects or reducing them to a less than significant level. The alternatives analyzed in Chapter 5.0 include three alternatives: (1) the No Project Alternative, (2) the Reduced Intensity Alternative, and (3) Alternative 2 Lincoln Avenue Specific Plan Mixed Density.

- **Chapter 6.0: Other CEQA Considerations.** Chapter 6.0 contains discussions on the following topics as required by *State CEQA Guidelines* Section 15126: (1) growth-inducing impacts of the proposed project; and (2) whether there are any significant irreversible environmental changes caused by the proposed project, adverse environmental impacts associated with the proposed project for which either no mitigation or only partial mitigation is feasible.

- **Chapter 7.0: Mitigation Monitoring and Reporting Program.** *State CEQA Guidelines* Section 15091(d) requires that public agencies adopt a mitigation monitoring and reporting program for any changes that it has either required in a project or made a condition of approval to avoid or substantially lessen significant environmental effects. Chapter 7.0 provides a list of all proposed project mitigation measures, defines the parties responsible for implementation and review, and identifies the timing for implementation of each mitigation measure.

- **Chapter 8.0: Significant Unavoidable Impacts.** Chapter 8.0 summarizes the significant unavoidable adverse impacts that cannot be avoided or mitigated identified in Chapters 4.0 and 6.0.

- **Chapter 9.0: List of Preparers.** Chapter 9.0 provides the organizations and persons contacted during preparation of this EIR, the EIR preparers and technical report authors, and other experts involved in the preparation of this EIR.

- **Chapter 10.0: References.** Chapter 10.0 provides the references used in this EIR.

2.5 INCORPORATION BY REFERENCE

An EIR may incorporate by reference all or portions of another document that is a matter of public record or is generally available to the public, consistent with *State CEQA Guidelines* Section 15150. Informational details from the documents that have been incorporated by reference are summarized in the appropriate sections of this EIR, along with descriptions regarding how the public may review these documents. All documents are available for review at the City of Cypress, Community Development Department. These documents include:

- City of Cypress General Plan (available online at: https://www.cypressca.org/departments/community-development/planning-division)

- City of Cypress Municipal Code (available online at: https://qcode.us/codes/cypress/)
- Cypress Business and Professional Center Specific Plan
- Lincoln Avenue Specific Plan
- Cypress Town Center and Commons Specific Plan

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3.0 PROJECT DESCRIPTION

3.1 PROJECT LOCATION AND EXISTING ENVIRONMENTAL SETTING

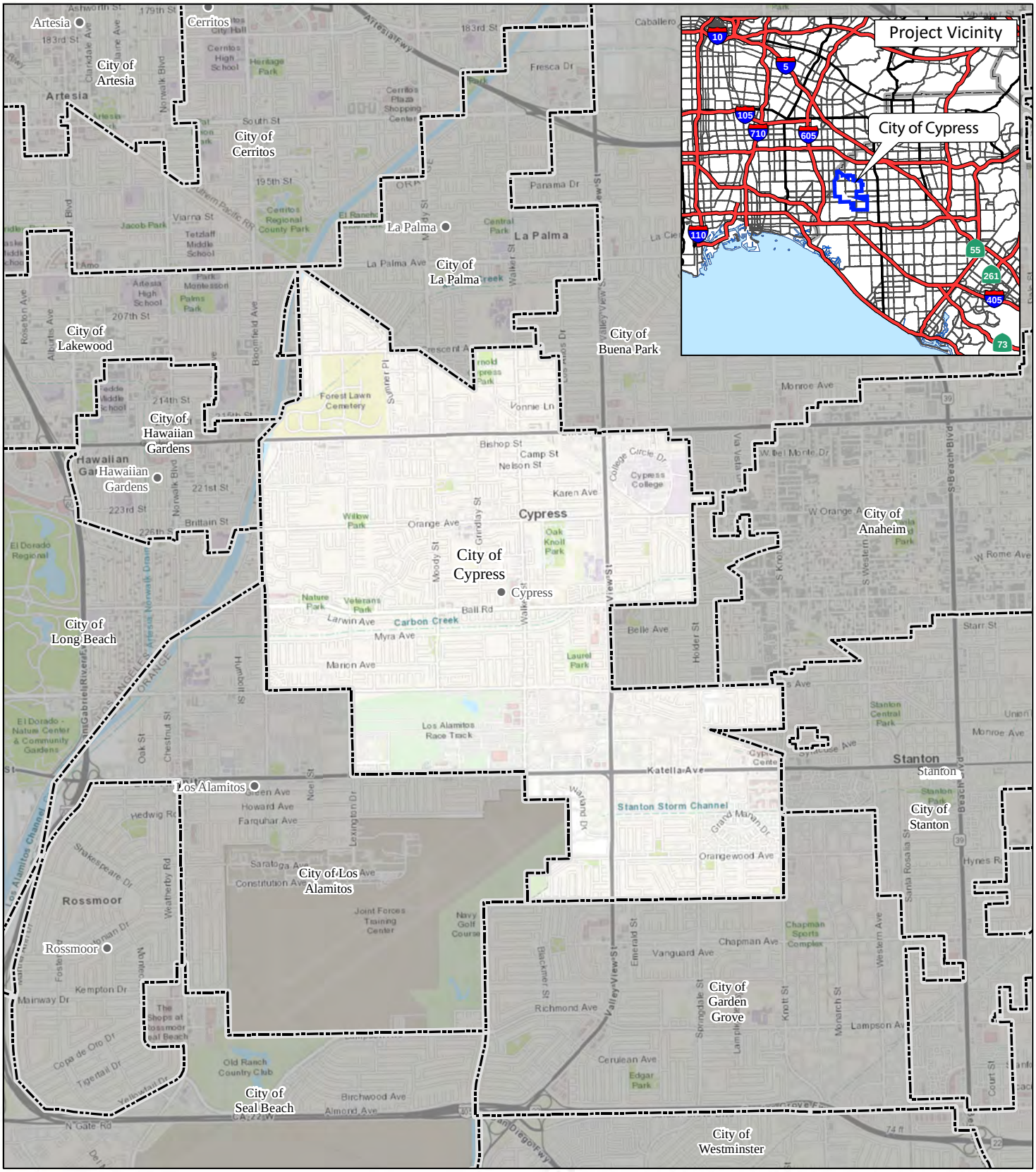
As illustrated by Figure 3-1, Regional Location, the City of Cypress (City) (also referred to as the "planning area") includes approximately 6.6 square miles, in the northwestern portion of the County of Orange, California. The City is bordered on the north by the cities of La Palma and Buena Park, on the east by the cities of Anaheim and Stanton, on the south and west by the city of Los Alamitos, and on the west by the cities of Long Beach, Hawaiian Gardens, and Lakewood. Regional vehicular access to the City is provided via State Route 22 (SR-22), Beach Boulevard (State Route 39 [SR-39]), State Route 91 (SR-91), and Interstates 405 and 605 (I-405 and I-605, respectively).

Cypress began as a small dairy community established along Pacific Electric's rail line between Los Angeles and Santa Ana in the early 1900s. The new town began to develop around the rail station at what is now the intersection of Lincoln Avenue and Walker Street. Soon after the City's incorporation in 1956, Cypress began a period of rapid development that primarily included the addition of single-family housing tracts. Lincoln Avenue emerged as the City's primary commercial corridor. The Los Alamitos Race Course was built on a 435-acre ranch in the southern portion of the City. Cypress College opened in 1966 on approximately 110 acres southeast of Valley View Street and Lincoln Avenue. The master-planned Cypress Business Park was developed in the mid-1970s and 1980s, providing employment opportunities for the City's residents as well as residents of neighboring communities in the region. An extensive parks and recreation system has been developed to serve City residents and workers. Since the closure of the Cypress Golf Course in the southern portion of the City in 2004, several areas adjacent to the Los Alamitos Race Course have undergone redevelopment, transforming into a Costco, the Cottonwood Church campus, senior housing, and a new sports park. A mixed-use development with 251 residential units, a hotel, and commercial space, which includes The Square retail center, was approved in May 2020 for a 13-acre property at the northeast corner of Siboney and Katella Avenue. Belmont, a 135-unit residential development was approved in May 2021 for a 7-acre property southwest of Vessels Circle, and Citrus Square, a 98-unit senior housing development was approved in October 2021 for the Cypress School District's former administrative and maintenance facility at the northeast corner of Moody Street and Orange Avenue. All three of these projects are currently under construction. As shown in Figure 3-2, Aerial Imagery, the City is now almost completely built out and contains very limited undeveloped land.

The City is situated within an area typified by a Mediterranean climate, which is characterized by mild winters and dry, warm summers. The interactions of topography and local atmospheric circulation cause this region of California to experience high quantities of photochemical smog.

The City receives its water from two major sources: the Metropolitan Water District (MWD) and the groundwater basin underlying the northern half of Orange County. Imported water comes mainly from the Colorado River, with a smaller amount being acquired from the State Water Project in northern California. Coyote Creek, Carbon Creek, Moody Creek, and the Stanton Storm Channel comprise the regional drainage systems for the area.

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FIGURE 3-1

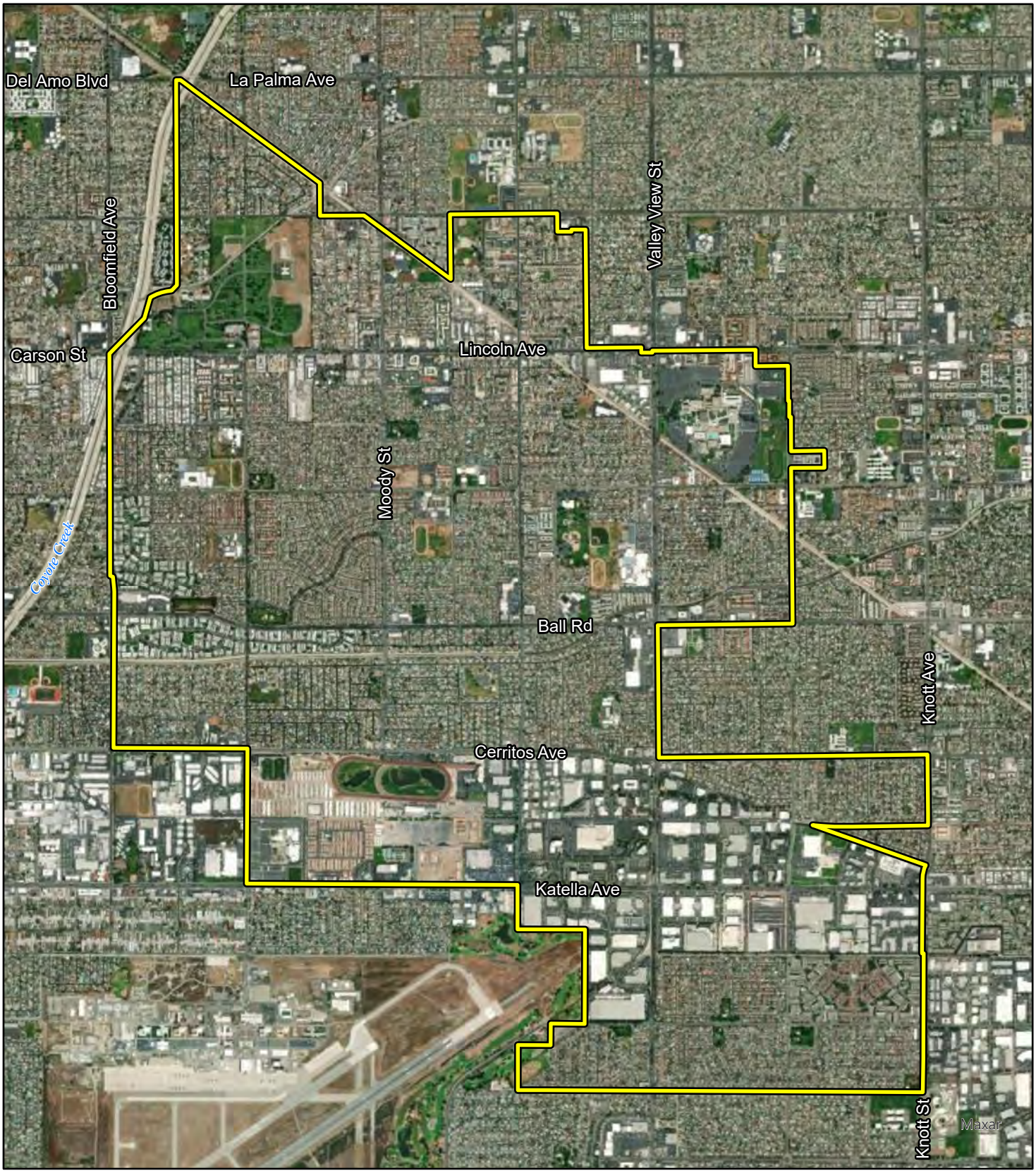
2021–2029 Cypress Housing Element Implementation Project

Regional Location

SOURCE: ArcGIS Online Topographic Map (2020)

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City Boundary

FIGURE 3-2

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0 0.25 0.5
Miles

SOURCE: Maxar Imagery (8/2021)

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2021–2029 Cypress Housing Element Implementation Project

Aerial Imagery

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Urbanization within the City has eliminated any sizeable expanses of undisturbed native vegetation. The City's terrain is nearly flat, with a gradual downward slope from the northeast to the southwest.

3.2 CYPRESS GENERAL PLAN

The Cypress General Plan represents a comprehensive approach for managing the community's future. The Cypress General Plan also reflects the City's long-term strategy for directing physical, economic, and cultural development. The General Plan is a legally binding policy document intended to serve as a guide by City officials, developers, and the community when making decisions regarding future development and the management of land and natural resources.

In relation to development, the Cypress General Plan serves as a blueprint guiding the type of community the City desires for its future, and also provides the means by which that desired future can be obtained. The General Plan establishes goals, policies, and directions and uses text, maps, and graphic illustrations to express the organization of the physical, environmental, economic, and social environment sought by the community in order to achieve a healthful, functional, and desirable place in which to reside and work.

3.2.1 State General Plan Requirements

Government Code Section 65302 et seq. requires that every city and county in the State of California (State) prepare and adopt a "comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency's judgment bears relation to its planning." As further mandated by the State, the General Plan must serve to:

- Identify land use, circulation, environmental, economic, and social goals and policies for the City and its surrounding planning area as they relate to land use and development;
- Provide a framework within which the City Council can make land use decisions;
- Provide citizens the opportunity to participate in the planning and decision-making process affecting the City; and
- Inform citizens, developers, decision-makers, and other agencies, as appropriate, of the City's basic rules that will guide both environmental protection and land development decisions within the City.

State law requires that the General Plan include the following seven mandatory elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. While these seven elements are required, State law also allows flexibility in how each local jurisdiction structures these elements. In addition to these seven elements, the existing Cypress General Plan includes a Growth Management Element and an Air Quality Element which address issues beyond those required by State law. While State law does not mandate discussion of these issues, once adopted, "optional" issues have the same force and effect as policies related to the General Plan elements required by the State.

3.2.2 General Plan Consistency

In addition to providing a comprehensive strategy for directing future growth, State law mandates that the General Plan be internally consistent. Specifically, Government Code Section 65300.5 requires the various components of a General Plan to, "comprise an integrated, internally consistent and compatible statement of policies." The three primary components required to maintain internal General Plan consistency are as follows:

1. **Equal Status among General Plan Elements.** All elements of a General Plan have equal status and no one General Plan element takes precedence over any other. As such, the General Plan elements must be consistent in order to avoid potential conflicts between or among the elements.

2. **Consistency between Elements and within Individual Elements.** All General Plan elements must be consistent with each other. For example, policies and implementation strategies outlined in one General Plan element must not require or encourage an action that would be prohibited or discouraged by policies and implementation strategies in another General Plan element. This includes consistency between Specific Plans and the jurisdiction's General Plan.

3. **General Plan Text, Diagram, and Map Consistency.** Text, diagrams, and maps must be consistent with one another and with goals and policies outlined in all elements of the General Plan.

It is also important to note that the General Plan aims to balance competing objectives and community priorities. As such, in interpreting goals, policies, and implementation strategies in the General Plan, care must be given to determine the "best fit" for the action to be taken, aimed towards achieving the City's short-term and long-term priorities.

3.2.3 Comprehensive Nature of the General Plan

The Cypress General Plan establishes goals, policies, and implementation strategies aimed at guiding the physical, social, environmental, and economic environments. In addition to addressing the State-mandated components of a General Plan, the Cypress General Plan also responds to current and future issues the City faces. In order to fully address these issues, the Cypress General Plan planning area encompasses the current City limits, while also keeping in mind the regional context of its planning efforts. For example, certain issues such as traffic, transit, air quality, and greenhouse gas (GHG) emissions have both a local and regional component. In such cases, the General Plan addresses the degree to which the City's interests, values, and concerns are congruent or conflict with existing regional policies. Furthermore, it is also the role of the Cypress General Plan to define the extent to which the City can address local issues and those issues that require cooperative actions among several jurisdictions.

3.3 BACKGROUND AND PLANNING DOCUMENTS

The City recently updated its Housing Element for the 6th Cycle Planning Period from 2021 to 2029. To comply with State Housing law, the City's Housing Element was updated to ensure the City's policies and programs can accommodate the estimated housing growth needs identified in the

Southern California Association of Governments' (SCAG) Regional Housing Needs Assessment (RHNA) allocation for the Planning Period. Per the RHNA, the City is allocated 3,936 dwelling units to accommodate the estimated growth needed at various income levels. The 2021–2029 Housing Element included a candidate site analysis to accommodate the 3,936-unit RHNA and any estimated "carryover" from the 5th Cycle Housing Element, and an additional analysis of candidate sites to address future "no net loss" provisions of Senate Bill (SB) 166. As required by State Housing law, including Assembly Bill (AB) 1397, the 2021–2029 Housing Element identified land in the City's ability to accommodate this estimated growth through available sites and appropriate zoning.

Pursuant to State law, the City adopted an update to its Housing Element covering the 6th Cycle Planning Period from October 2021–October 2029. The 2021–2029 Housing Element addresses the needs of all income levels. It contains an analysis and update of housing and population data based on the most current conditions and sources of information. The revisions incorporate current population and housing projections based upon SCAG's RHNA adopted in March 2021 for the 6th Cycle Planning Period.

The Housing Element calls for the continuation of existing policies and programs to enable the City to meet future housing demands for all economic segments of the community that address housing quality and quantity, housing affordability and access, equal housing opportunities and natural resources, and energy efficiency and conservation, and identifies new programs in conformance with recent housing legislation for implementation during the 2021–2029 Housing Element cycle.

The goals of the Housing Element are to promote housing that helps to create safe, livable, and sustainable neighborhoods, facilitate the construction and provision of quality housing to meet the City's diverse needs, create opportunities for affordable housing, particularly in vulnerable areas and in areas of opportunity, and promote equitable and accessible housing options and resources.

The 2021–2029 Housing Element does not propose or approve any specific development projects. The 2021–2029 Housing Element acknowledges and addresses recent State legislation regarding requirements for local density bonus programs, surplus lands, accessory dwelling unit (ADU) streamlining, and removing local barriers to housing. It is not possible to predict which properties in the City, if any, may propose and qualify for density bonus programs. The 2021–2029 Housing Element includes a policy that requires that a rezoning program be undertaken during the early portion of the 6th Cycle Planning Period to ensure internal consistency between the various elements of the City's General Plan and its Zoning Ordinance. In addition, the 2021–2029 Housing Element contains several programs that require amendments to the City's General Plan and Zoning Ordinance to ensure the provision of adequate and appropriate sites for future housing development to accommodate the City's unmet housing needs. Future discretionary governmental approval of site-specific housing projects, including those proposing a density bonus component, will require review in accordance with the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA).

The proposed project would include an update to the City's General Plan, Specific Plans and Zoning Code and is necessary to provide consistency with the 2021–2029 Housing Element.

3.3.1.1 Land Use Element

The Land Use Element and the Land Use Policy Map establish the overall policy direction for land use planning decisions in the City. The General Plan Land Use Policy Map displays graphically the location and distribution of land use in Cypress, whereas the text of the Land Use Element describes the form these uses will take, as well as the programs the City will pursue to implement the land use goals.

Goals and policies set forth in the Land Use Element shape and reflect the policies and programs contained in the other General Plan elements. For example, the street system and circulation improvements described in the Circulation Element are designed to accommodate the intensity of uses allowed by land use policy. Housing Element programs focus on alleviating unmet housing needs, neighborhood stabilization, and the rehabilitation of housing units.

The Land Use Element is divided into seven sections: Introduction, Relationship to Other Plans and General Plan Elements, Relationship of Existing Plans and Programs to Citywide Economic Development Efforts, Summary of Existing Conditions, Key Land Uses, Description of the Land Use Plan, and Goals and Policies.

3.3.1.2 Lincoln Avenue Specific Plan

Specific Plans are designed to implement General Plan goals and policies by designating land uses, densities, development, and design standards in more specific detail. This is accomplished by designating specific locations and intensities for land uses and specific development standards and design guidelines. A specific plan is able to address smaller areas that have unique qualities and require focused planning attention. A specific plan may be designed to implement any of a general plan's elements.

The Lincoln Avenue Specific Plan (LASP) was approved by the Cypress City Council in 1998. Prior to its approval, an Initial Study/Negative Declaration (IS/ND) was prepared and adopted by the City Council in October 1998. The Lincoln Avenue Specific Plan has subsequently been amended numerous times, including in 2006 to eliminate the maximum front building setback within the Campus Village land use district, in 2009 to create a new Residential R30 District and to provide for transitional housing, supportive housing, and emergency shelters in conjunction with the 2009 Housing Element Update, and in 2016 to create a Commercial Preservation Overlay. An IS/ND was prepared for the 2006 amendment, while an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the 2009 update. An addendum to the 2009 IS/MND was prepared for the 2016 update.

The Lincoln Avenue Specific Plan area is situated in the northern portion of the City and extends east to west approximately 3.1 miles. Lincoln Avenue is the major east-west commercial corridor for the City. There are a wide variety of land uses within this specific plan, including, low intensity commercial, retail-commercial, service oriented, and residential uses.

The Lincoln Avenue Specific Plan serves as a comprehensive policy and regulatory document to guide the continued development and redevelopment of the Lincoln Avenue Specific Plan area. As shown in Figure 3-3, Lincoln Avenue Specific Plan Planned Land Uses, the Lincoln Avenue Specific Plan is divided into nine different land use districts, which allow a mix of residential, commercial, mobile home park, public and semi-public, quasi-public, and light industrial uses.

3.3.1.3 Cypress Town Center and Commons Specific Plan 2.0

In June 2018, the City's voters approved Measure A, which approved the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan). Pursuant to *State CEQA Guidelines* Section 15378, the submittal of a proposal to a vote of the people of a particular community that does not involve a public agency sponsored initiative is not a project under CEQA. Therefore, the preparation of a CEQA compliance document (such as an IS/MND or an EIR) was not required for the CTCC Specific Plan.

The CTCC Specific Plan establishes a comprehensive master plan and regulatory framework for the use and development of approximately 154.4 acres of land in the City. The CTCC Specific Plan area includes the Los Alamitos Race Course property and is generally bounded by Cerritos Avenue to the north, Katella Avenue to the south, and Lexington Drive to the west.

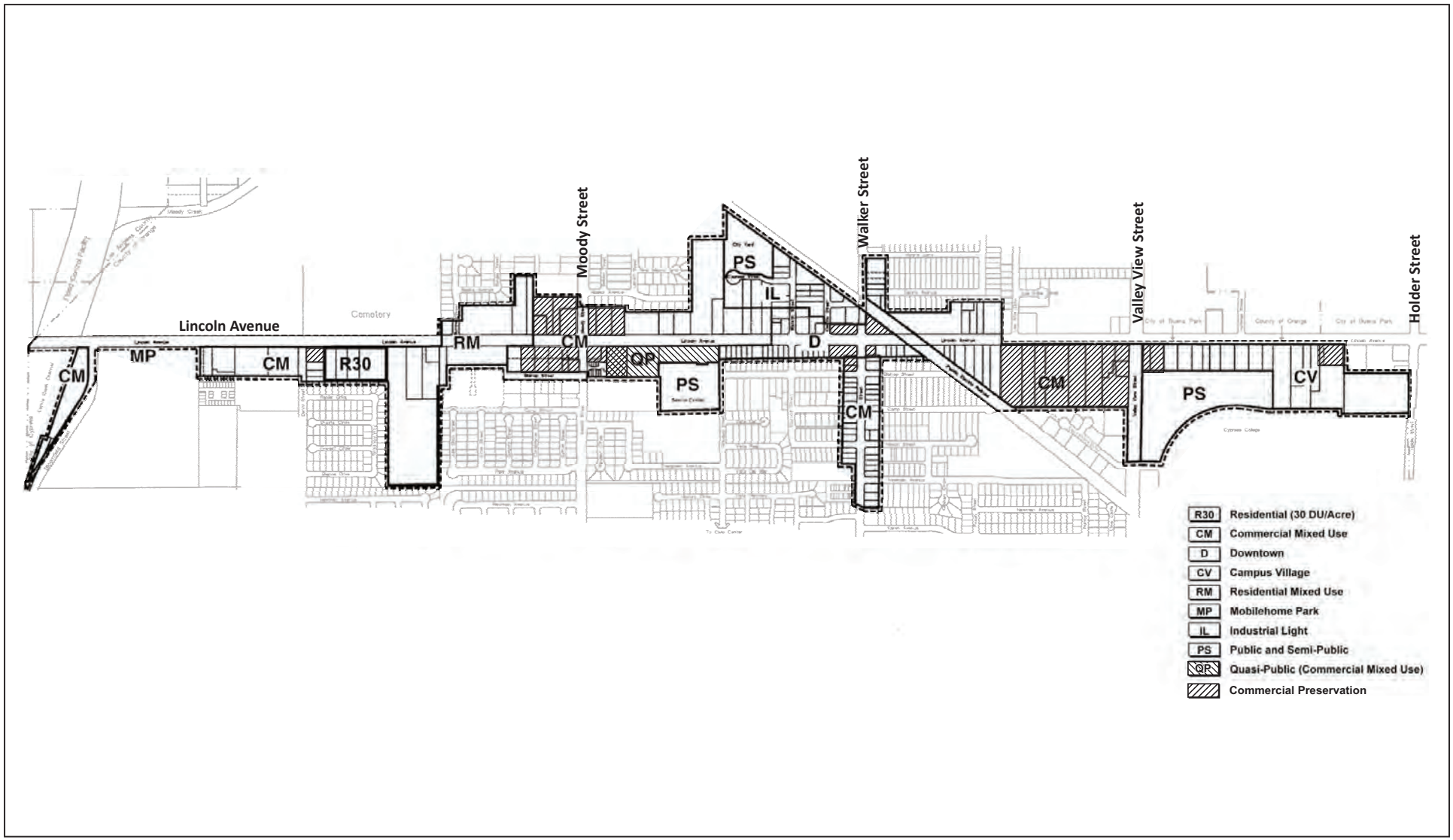
As shown in Figure 3-4, Cypress Town Center and Commons Specific Plan 2.0 Planned Land Uses, this CTCC Specific Plan area is divided into six land use districts. One of the primary features of the CTCC Specific Plan is the town center district, which is intended to be the City's "main street" and a gathering place for the community, and will include a vibrant mix of entertainment, retail, restaurant, commercial and residential uses. The creation of the town center will enable future residents to live within walking distance of stores, restaurants, and recreational areas, while visitors will be able to walk and shop along the concourses and enjoy an assortment of public plazas. Additionally, the CTCC Specific Plan provides 20 acres of public park space that will be spread throughout the CTCC Specific Plan Area.

The CTCC Specific Plan's residential district is intended to accommodate a variety of residential opportunities and lifestyles. Residential units adjacent to Cerritos Avenue will generally match the densities of the existing neighborhood north of Cerritos Avenue. Further south, smaller-lot, single-family homes are permitted, as well as single-family attached units, including townhomes and condominiums. Trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the public parks and town center. The senior housing/medium-density residential district allows age-restricted housing (with a qualified occupant of 55 or older), as well as multi-family housing, at a variety of densities.

3.3.1.4 Cypress Business and Professional Center Specific Plan

The Cypress Business and Professional Center Specific Plan (1990 CBPC Specific Plan), for which an EIR was prepared and certified, was approved by the Cypress City Council on April 17, 1990. The 1990 CBPC Specific Plan provided guidance and regulations for the development of the 298.2 gross acres within its planning area, which generally consisted of the area bound by Katella Avenue to the south, Cerritos Avenue to the north, Walker Street to the east, and Denni Street/Lexington Avenue to the west.

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FIGURE 3-3

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NO SCALE

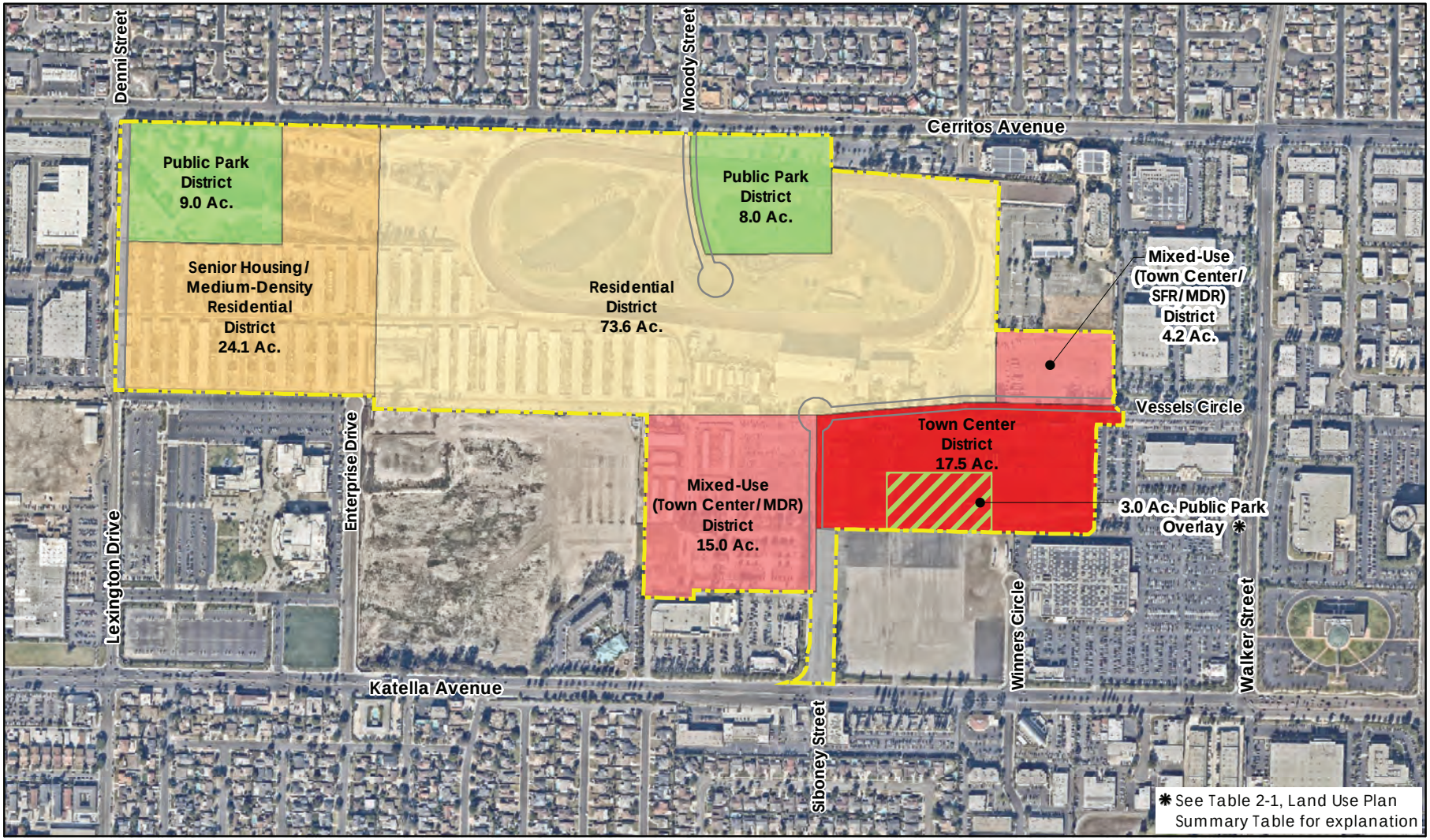
SOURCE: Herdman Architecture + Design, Scott Peterson Landscape Design, Inc.

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2021–2029 Cypress Housing Element Implementation Project

Lincoln Avenue Specific Plan Planned Land Uses

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LSA

LEGEND

- Recreation/Open Space
- Commercial/Mixed Use
- Residential Uses

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FEET

SOURCE: Forma, 12/2017

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FIGURE 3-4

2021–2029 Cypress Housing Element Implementation Project

Cypress Town Center and Commons Specific Plan 2.0 Planned Land Uses

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The 1990 CBPC Specific Plan included 11.8 acres of Mixed-Use Business Park, 33.4 acres of Professional Office, 21.2 acres of Professional Office and Hotel and Support Commercial uses, 8.2 acres of Mixed Use Business Park/General Retail Commercial, 93.6 acres of renovated golf course, and 130 acres of race track uses within its planning area by establishing policies and zoning designations.

In June 2012, the City approved the Amended and Restated Cypress Business and Professional Center Specific Plan (2012 CBPC Specific Plan), which made minor adjustments to the permitted range of commercial uses and senior housing and related uses. Figure 3-5, Cypress Business and Professional Center Specific Plan Planned Land Uses, shows the planned land uses within the 2012 CBPC Specific Plan. As shown in Figure 3-5, a large portion of the CBPC Specific Plan area is now subject to the CTCC Specific Plan.

3.3.1.5 City of Cypress Zoning Ordinance

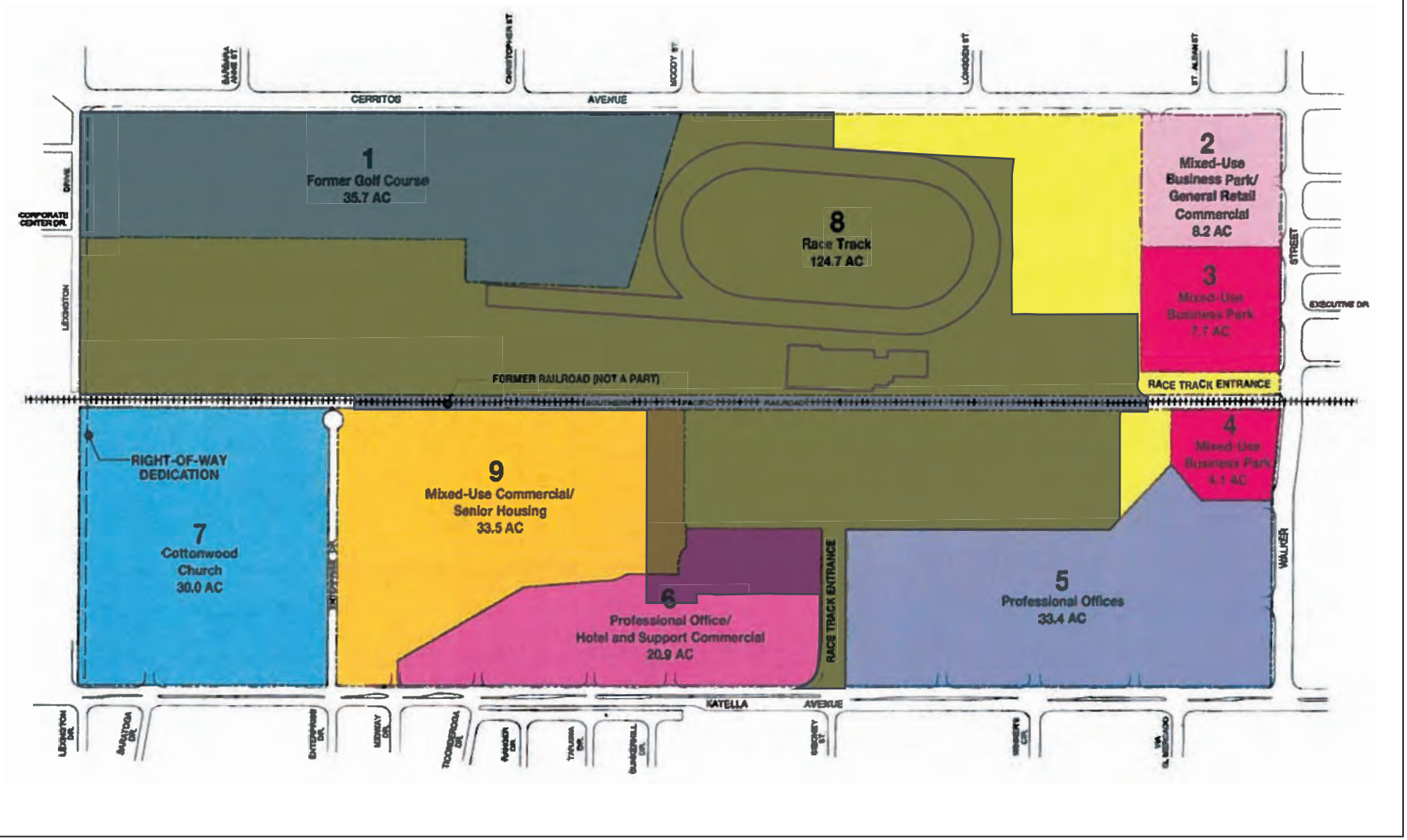
The Zoning Ordinance implements the policies of the Cypress General Plan by classifying and regulating the uses of land and structures within the City. The City's Zoning Ordinance has been adopted to promote and protect the public health, safety, and general welfare of residents while preserving and enhancing the City's aesthetic quality. The City is divided into zoning districts that directly correspond to the land use designations outlined in the Land Use Element of its General Plan. The City's Zoning Ordinance classifies, regulates, restricts, and separates the use of land and structures, regulates and limits the bulk, height, and type of structures in the various zoning districts, and regulates areas of yards and other open areas abutting and between structures, and regulates the density of population.

3.4 PROPOSED PROJECT

The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan, Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and Zoning Ordinance and would not directly result in physical development. The proposed project includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022. The proposed project would update the City's General Plan and Zoning Ordinance, and the Lincoln Avenue Specific Plan to be "internally consistent," meaning any and all conflicts must be acknowledged and resolved. In order for the 2021–2029 Housing Element to be internally consistent with the Zoning Ordinance and Specific Plans, the proposed project would rezone sites and/or amend the General Plan to accommodate the City's housing needs, as set forth in the 2021- 2029 Housing Element.

The 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units (504 of which have already been entitled), but the City has a large unaccommodated housing need of 1,990 units in order to meet its RHNA allocation of 3,936 units. The City has identified several opportunity sites that are candidates for future housing development. The City identified two different potential rezoning scenarios in the 2021–

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Cypress Town Center and Commons Specific Plan 2.0

FIGURE 3-5

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SOURCE: Robert Bein, William Frost and Associates (RBF), 11/2011

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2021–2029 Cypress Housing Element Implementation Project

Cypress Business and Professional Center
Specific Plan Planned Land Uses

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2029 Housing Element, one of which was selected as the preferred scenario and has been identified as the proposed project in this Draft EIR.[1]

Table 3.A, Proposed Project Opportunity Sites Summary, provides a summary of the proposed project and Figure 3-6, Opportunity Sites, shows the locations of the opportunity sites and their proposed densities under the proposed project.

As shown in Table 3.A, the proposed project divides the City's RHNA between the CTCC Specific Plan, CBPC Specific Plan area and LASP area. Located on the Los Alamitos Race Course site, the CTCC Specific Plan currently allows the development of residential units throughout seven districts which range in density from 8 dwelling units per acre (du/ac) to approximately 17 du/ac. As currently approved, the CTCC Specific Plan utilizes maximum density requirements in various districts as well as a maximum unit cap of 1,250 units in the CTCC Specific Plan area.[2] Under the proposed project, the majority of the zoning in the CTCC Specific Plan would remain unchanged. The allowable residential density within several parcels of the CTCC Specific Plan Area would increase to up to 30 dwelling units per acre to accommodate an additional 676 units.[3] The existing unit cap of 1,250 units would also be removed to allow development within these districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC Specific Plan area. With these proposed changes, an estimated 1,791 units could be accommodated within the CTCC Specific Plan area, in addition to the 135-unit Belmont project currently under construction.

The proposed project also includes one opportunity site on Katella Avenue adjacent to the CTCC Specific Plan area (Site #115, 4955 Katella) in the CBPC Specific Plan area. The CBPC Specific Plan area limits residential land uses to Senior Housing. The zoning on this parcel would be amended from a Professional Office/Hotel and Support Commercial zoning designation to allow residential densities of up to 60 du/ac, which would accommodate an estimated 321 units. The primary building on the site is a big box type structure which accommodates two tenants. One half of the building is occupied by a gym and the other half of the building is currently vacant (formerly an Office Depot).

Under the proposed project, the remaining RHNA sites would be accommodated within the LASP. The LASP currently allows for residential development at 30 du/ac within the RM-30 and Residential Mixed Use districts. The proposed project would expand the maximum allowable density of 30 du/ac to the majority of the Lincoln Avenue Specific Plan area, increasing development potential by approximately 1,317 units. With these amendments, the Lincoln Avenue Specific Plan could accommodate a total of approximately 1,644 units.

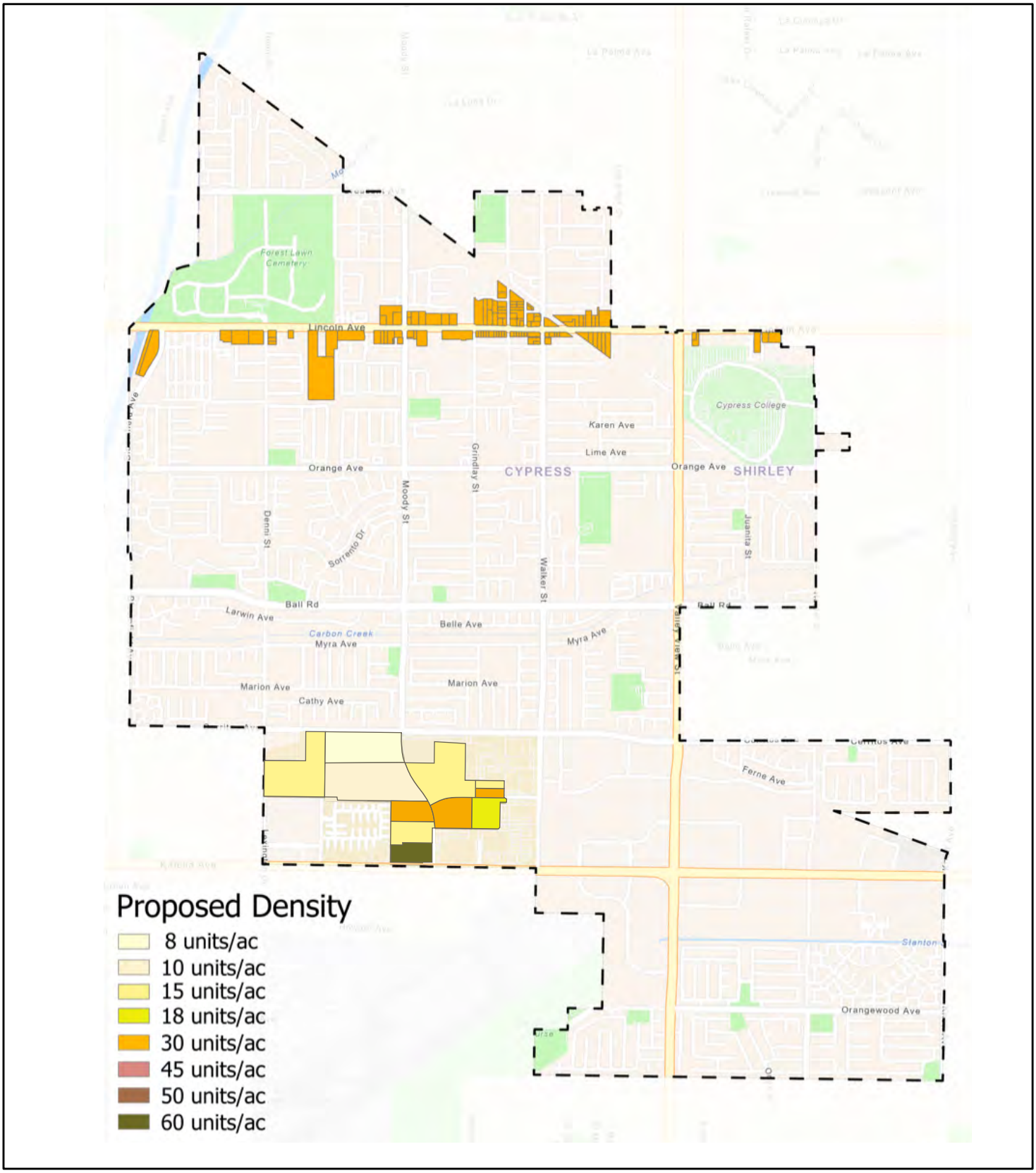
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1 The second rezoning scenario included in the 2021–2029 Housing Element will be evaluated as a project alternative in the EIR being prepared for the implementation of the 2021–2029 Housing Element.

2 While the unit cap within the CTCC Specific Plan is 1,250 units, the City has approved the 135-unit Belmont project which has been included as an entitled project. Therefore, there are 1,115 remaining units that may be permitted within the CTCC Specific Plan as currently adopted.

3 Although the revised densities layout could facilitate the development of up to 731 units, the City would impose a unit cap and no more than 676 units would be permitted.

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City Boundary

FIGURE 3-6

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2021–2029 Cypress Housing Element Implementation Project

Opportunity Sites

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Overall, the proposed rezoning actions under the proposed project would increase the City's development capacity to 4,260 units, or an increase of 2,314 units compared to the City's existing planning and zoning documents. Table 3.A provides a summary of the proposed project scenario.

Table 3.A: Proposed Project Summary

Specific Plan	Proposed Increase In Housing Unit Capacity
Lincoln Avenue Specific Plan	1,317
Cypress Town Center and Commons Specific Plan 2.0	676
Cypress Business and Professional Center Specific Plan	321
Total	**2,314**

Source: City of Cypress Planning Department (2023).

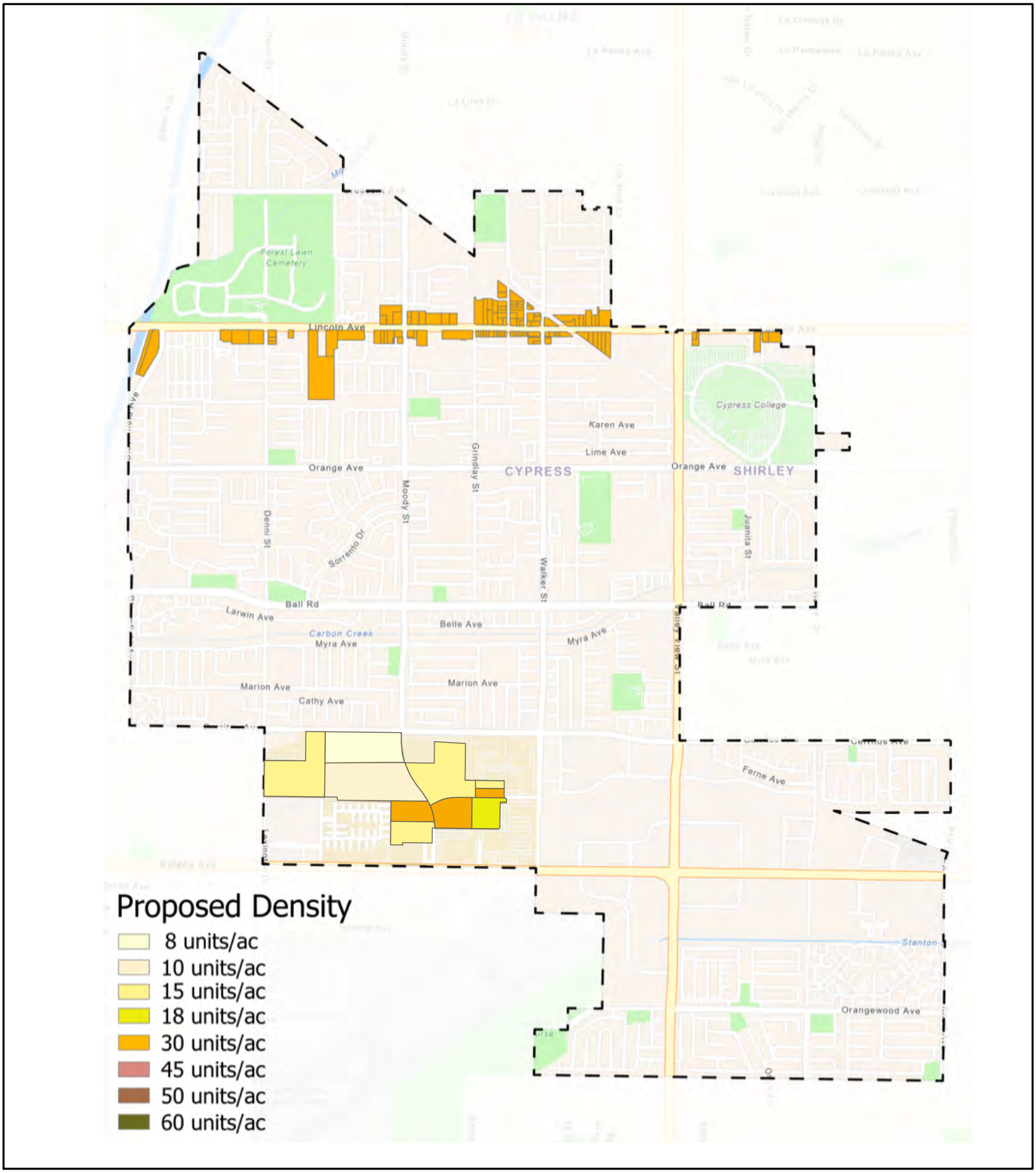
The City would be required to hold an election to implement changes to the CTCC Specific Plan. An in-depth evaluation of Alternative 2 is included in Chapter 5.0, Alternatives, of this Draft EIR. Changes to the Lincoln Avenue Specific Plan and the CBPC Specific Plan would be implemented through the City's typical public hearing process.

The proposed project would update the current General Plan Land Use Element, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element. Descriptions of the General Plan elements, Specific Plans, and Zoning Ordinance are provided below. Specific text amendments to the General Plan, Specific Plans, and Zoning Ordinance that would be made to implement the changes discussed above are provided in Appendix A

3.4.1 Project Summary

The proposed project includes the approval of updates to the General Plan Land Use Element, LASP, CTCC Specific Plan, 2012 CBPC Specific Plan, and Zoning Ordinance. Although the project proposes these updates, future project-specific design details facilitated by approval of these updates are unknown at this time. The proposed project involves the adoption of citywide programmatic policy documents; future project-specific actions would be subject to further environmental review and the regulations contained in the adopted General Plan. As such, the following individual development components would be finalized on a project-by-project basis following approval of the proposed project:

- Type of use and number of units/square footage
- Circulation plan and number of parking spaces
- Building design and finalized site plan
- Lighting and landscaping
- Project design features
- Conservation and sustainability features
- Phasing and construction information



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City Boundary

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FIGURE 3-65

2021–2029 Cypress Housing Element Implementation Project

Opportunity Sites

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Following approval of the proposed project, the future physical improvements associated with changes in the General Plan, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance would be subject to further review on a project-specific basis. In other words, each future discretionary project would be subject to a project-level CEQA review at the time it is proposed for consideration by the City. Therefore, the impact analysis contained in this document addresses the potential environmental implications associated with the amendment of the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance at a programmatic level, not for a project-specific development or for any specific proposal.

3.5 PROJECT OBJECTIVES

The City has established the following intended objectives, which would aid decision-makers in their review of the project and its associated environmental impacts:

1. Provide consistency between the 2021–2029 Housing Element, the City's General Plan, the Lincoln Avenue Specific Plan, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.

2. Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new dwelling units).

3. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.

4. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.

5. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.

In addition to these objectives, the City's Land Use and Circulation Elements contain numerous goals, implementation strategies, and policies to guide the use of land and circulation of the City. These citywide policies aim to provide a holistic and comprehensive guide for the City, whereas future projects facilitated by project approval would provide a refined direction for distinct areas within the City.

3.6 DISCRETIONARY ACTIONS, PERMITS, AND OTHER APPROVALS

This Draft EIR analyzes and documents the environmental impacts of the proposed project and all discretionary actions associated with the project. Refer to Chapter 2.0, Introduction, for further discussion of this document. In accordance with Sections 15050 and 15367 of the *State CEQA Guidelines*, the City is the designated Lead Agency for the proposed project and has principal authority and jurisdiction for CEQA actions and project approval. Responsible Agencies are those agencies that have jurisdiction or authority over one or more aspects associated with the development of a proposed project and/or mitigation. Trustee Agencies are public agencies that have jurisdiction by law over natural resources affected by a proposed project.

The legislative and discretionary actions to be considered by the City as a part of the proposed project include:

- **General Plan Update/Amendment:** The proposed project includes updates to the existing General Plan Land Use Element.
- **Specific Plan Amendments:** The proposed project includes amendments to the Lincoln Avenue Specific Plan, the CTCC Specific Plan, and the 2012 CBPC Specific Plan.
- **Zoning Amendment:** The proposed project includes an amendment to the City's Zoning Ordinance and Zoning Map to resolve potential zoning inconsistencies resulting from adoption of the 2021–2029 Housing Element.

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4.0 EXISTING SETTING, ENVIRONMENTAL ANALYSIS, IMPACTS, AND MITIGATION MEASURES

OVERVIEW OF ENVIRONMENTAL SETTING

Chapter Format

This chapter contains 11 sections, and each section addresses one environmental topic listed in Appendix G of the Guidelines for the California Environmental Quality Act (*State CEQA Guidelines*) (California Code of Regulations [CCR] Title 14, Chapter 3, Sections 15000–15397).

For each environmental impact issue analyzed, the Environmental Impact Report (EIR) includes a detailed explanation of the existing conditions, thresholds of significance that will be applied to determine whether the project's impacts are significant or less than significant, analysis of the environmental impacts, and a determination of whether the project would have a significant impact if implemented. A "significant impact" or "significant effect" means "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, flora fauna, ambient noise, and object of aesthetic significance. An economic or social change by itself shall not considered to be a significant effect on the environment." (14 CCR Section 15382). Each environmental topic section in Chapter 4.0 also includes a discussion of the cumulative effects of the project when considered in combination with other projects, causing related impacts, as required by *State CEQA Guidelines* Section 15130.

Each of the sections is organized into eleven subsections, as follows:

- **Introduction** briefly describes the topics and issues covered in the section.
- **Methodology** describes the approach and methods employed to complete the environmental analysis for the issue under investigation.
- **Existing Environmental Setting** describes the relevant physical conditions that exist at the time of the issuance of the Notice of Preparation (NOP) that may influence or affect the issue under investigation. This section focuses on physical site characteristics that are relevant to the environmental topic being analyzed.
- **Regulatory Setting** lists and discusses the laws, ordinances, regulations, plans, and policies that relate to the specific environmental topic and how they apply to the proposed project.
- **Thresholds of Significance** sets forth the thresholds that are the basis of the conclusions regarding significance, which are primarily the criteria in Appendix G to the *State CEQA Guidelines* and the City of Cypress (City) *Initial Study/Environmental Checklist*, General Plan, or Zoning Code.
- **Project Impacts** describes the potential environmental changes to the existing physical conditions that may occur if the proposed project is implemented. Evidence is presented to show the cause-and-effect relationship between the proposed project and potential changes in

the environment. In accordance with *State CEQA Guidelines* Section 15126.2(a), this EIR is required to "identify and focus on the significant environmental effects" of the proposed project. The magnitude, duration, extent, frequency, and range or other parameters of a potential impact are ascertained to the extent feasible to determine whether impacts may be significant. In accordance with CEQA, potential project impacts, if any, are classified as follows for each of the environmental topics discussed in this EIR.

  - **Significant and Unavoidable Impact:** If the proposed project is approved with significant and unavoidable impacts, the decision-making body is required to adopt a statement of overriding considerations pursuant to *State CEQA Guidelines* Section 15093 explaining why the project benefits outweigh the unavoidable adverse environmental effects caused by those significant and unavoidable environmental impacts.

  - **Less Than Significant with Mitigation Incorporated:** This classification refers to potentially significant environmental impacts that can be feasibly mitigated to a level of insignificance. If the proposed project is approved, the decision-making body is required to make findings pursuant to *State CEQA Guidelines* Section 15091 that significant impacts have been mitigated to the extent feasible through implementation of mitigation measures.

  - **Less Than Significant Impact:** Less than significant impacts are environmental impacts that have been identified but are not potentially significant. No mitigation is required for less than significant impacts.

  - **No Impact:** A "no impact" determination is made when the proposed project is found to have no environmental impact.

- **Level of Significance Prior to Mitigation** summarizes the potentially significant impacts of the project, if any, prior to mitigation.

- **Regulatory Compliance Measures and Mitigation Measures** describe relevant and applicable laws or regulations that must be adhered to with respect to the construction and/or operation of the proposed project and would reduce or lessen potential impacts related to a particular issue area and identifies project-specific measures that avoid, minimize, rectify, reduce, eliminate, or compensate for a potentially significant impact.

- **Level of Significance after Mitigation** describes the significance of potential impacts after implementation of mitigation measures. Potential significant unavoidable impacts are clearly stated in this section.

- **Cumulative Impacts** refers to potential environmental changes to the existing physical conditions that may occur as a result of project implementation together with all other reasonably foreseeable, planned, and approved future projects in the vicinity of the project site that produce related impacts. *State CEQA Guidelines* Section 15355 defines cumulative impacts as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." Cumulative impacts may result from individually minor but collectively significant projects taking place over a period of time. Projects that have progressed to the stage where CEQA review has been initiated are normally treated as

foreseeable probable future projects. For each of the environmental topics considered in this EIR, the geographic scope of the cumulative analysis is defined.

Thresholds of Significance

The threshold questions used in this EIR are consistent with Appendix G of the *State CEQA Guidelines*.

Effects Evaluated in this EIR

The discussion of potential effects is presented by environmental resource area in this EIR. As part of the Initial Study (Appendix B) prepared for the proposed project, the following environmental issues were considered but no adverse impacts were identified. These topics will not be analyzed further in the EIR as no new information identifying any one of them as a potentially significant impact was presented during the scoping process. As a result, there is no further discussion about the following issues in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Geology/Soils
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Mineral Resources
- Recreation

Related Projects

In accordance with *State CEQA Guidelines* Section 15130, cumulative impacts are anticipated impacts of the proposed project along with reasonably foreseeable growth. Reasonably foreseeable growth may be based on either:

- A list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the agency; or

- A summary of projections contained in the adopted General Plan or related planning document, or in a prior environmental document that has been adopted or certified, and that described or evaluated regional or areawide conditions contributing to the cumulative impact.

For the purposes of the EIR, a summary of build-out projections contained in the adopted General Plan and related planning documents was developed to determine potential cumulative impacts. As stated above, an analysis of the cumulative impacts associated with the General Plan and related documents and the proposed project is provided in the cumulative impacts discussion under each individual impact category in Chapter 4.0.

It is noted that some of the General Plan projects may never be built, or may be approved and built at reduced densities. However, to provide a conservative forecast, the future baseline forecast assumes that all of the related projects will be fully built out by 2045.

The discussion of cumulative impacts "should be guided by the standards of practicality and reasonableness" (*Environmental Protection Info. Center v. Department of Forestry & Fire Protection* (2008) 44 Cal.4th 459, 524). A proposal that has not crystallized to the point that it would be reasonable and practical to evaluate its cumulative impacts need not be treated as a probable future project (*City of Maywood v. Los Angeles Unified School District* (2012) 208 Cal.App.4th 362, 397). Rather, a potential future project qualifies for inclusion in an analysis of cumulative impacts only to the extent the future project is "both probable and sufficiently certain to allow for meaningful cumulative impact analysis" (*Id.* at 398; see *City of Long Beach v. Los Angeles Unified School Dist.* (2009) 176 Cal.App.4th 889, 902 [when "review[ing] the agency's decision to include information in the cumulative impacts analysis[,] ... [w]e determine whether inclusion was reasonable and practical"]).

LSA developed the General Plan build-out assumptions by reviewing the land use assumptions in the City's Transportation Analysis Zones (TAZs) in the Orange County Transportation Analysis Model (OCTAM) and adjusting them to reflect anticipated growth allowed under the General Plan and/or approved projects in a related planning document. The TAZs contained household data for 2016, which was updated to reflect 2045 anticipated build-out conditions. The updates made to the TAZ household data are described in Table 4.A below. As shown in Table 4.A, the number of households in the City is anticipated to grow by approximately 2,687 between 2016 and 2045 under the baseline General Plan build-out scenario.

Table 4.A: General Plan Cumulative Growth Assumptions

TAZ	General Location of City	2016 Households	2045 Households	Anticipated 2016–2045 Household Growth
501	Lincoln Avenue Specific Plan	752	813	61
504	Lincoln Avenue Specific Plan	321	381	60
505	Lincoln Avenue Specific Plan	519	531	12
506	Lincoln Avenue Specific Plan	1,164	1,193	29
507	Lincoln Avenue Specific Plan	737	1,237	500
508	Lincoln Avenue Specific Plan	848	975	127
509	Lincoln Avenue Specific Plan	543	699	156
519	Race Track Super Block	0	1,742	1,742
	TOTAL	**4,884**	**7,571**	**2,687**

Source: LSA (2023).

4.1 AIR QUALITY

This section describes the potential air quality impacts for the 2021–2029 Cypress Housing Element Implementation Project (project) using methodologies and assumptions recommended in the air quality impact assessment guidelines of the South Coast Air Quality Management District (SCAQMD) in its *California Environmental Quality Act (CEQA) Air Quality Handbook*[1], and associated updates. In keeping with these guidelines, this section describes existing air quality and evaluates short-term impacts during construction, long-term emissions associated with operation, and how potential impacts correlate to human health. Air quality modeling data are included in Appendix C.

4.1.1 Methodology

The proposed project does not propose or approve any specific development projects. Under current zoning, the City of Cypress (City) has the capacity to accommodate the development of up to 1,946 new housing units, which includes 504 housing units that are already entitled and/or under construction. Therefore, the proposed rezoning action that is part of the project would increase the City's development capacity to 4,260 units or an increase of 2,314 units compared to the City's existing planning and zoning documents. As such, future development of the additional 2,314 units associated with the proposed project would result in criteria pollutant emissions associated with construction and operational sources.

Construction activities would generate emissions from off-road construction equipment, and on roadways as a result of construction-related truck hauling, vendor deliveries, and worker commuting. Operational activities would also generate emissions associated with miscellaneous on-site sources, such as natural gas combustion for cooking, heating, and landscaping equipment, and from operational-related traffic. This analysis used the California Emissions Estimator Model (CalEEMod) version 2022.1.1.14 to quantify the criteria pollutant emissions for both construction and operation of the proposed project. The maximum daily emissions are calculated for the criteria pollutants. The CalEEMod output sheets are contained in Appendix C of this Draft Program Environmental Impact Report (PEIR).

CalEEMod provides a platform to calculate both construction emissions and operational emissions from a project. It calculates both the daily maximum and annual average for criteria pollutants as well as total or annual greenhouse gas (GHG) emissions. The model also provides default values for water and energy use. Specifically, the model performs the following calculations:

- Short-term construction emissions associated with demolition, site preparation, grading, building, architectural coating (painting), and paving from off-road construction equipment; on-road mobile equipment associated with workers, vendors, delivery, and hauling; fugitive dust associated with grading, demolition, truck loading, and roads; and emissions of volatile organic compounds (VOC) from architectural coating and paving.

[1] South Coast Air Quality Management District (SCAQMD). 1993. *CEQA Air Quality Handbook*. Website: http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/ceqa-air-quality-handbook-(1993), (accessed June 2023).

- Operational emissions, such as on-road mobile vehicle traffic generated by the land uses, fugitive dust associated with roads, volatile emissions of reactive organic gases (ROGs) from architectural coatings, off-road emissions from landscaping equipment, volatile emissions of ROGs from consumer products and cleaning supplies, natural gas usage in the buildings, electricity usage in the buildings, water usage by the land uses, and solid waste disposal by the land uses.

In addition, CalEEMod contains default values and existing regulation methodologies to use in each specific local air quality district region. Appropriate statewide default values can be used if regional default values are not defined. This analysis used project-specific inputs and relevant model default factors for the Orange County area, which is within the SCAQMD jurisdiction for the emissions inventory, consistent with SCAQMD requirements.

4.1.2 Existing Environmental Setting

The City of Cypress is part of the South Coast Air Basin (Basin) and is under the jurisdiction of SCAQMD. Background information about air pollutants and health effects, climate, meteorological conditions, and regional air quality conditions in the Basin and local air quality conditions in the vicinity of the City is provided below.

4.1.2.1 Air Pollutants and Health Effects

Both State and federal governments have established health-based ambient air quality standards for six criteria air pollutants: carbon monoxide (CO), ozone (O_3), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), lead (Pb), and suspended particulate matter. In addition, the State has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety. Two criteria pollutants, O_3 and NO_2, are considered regional pollutants because they (or their precursors) affect air quality on a regional scale. Pollutants such as CO, SO_2, and Pb are considered local pollutants that tend to accumulate in the air locally.

The primary pollutants of concern in the City are O_3, CO, and suspended particulate matter. Significance thresholds established by an air quality district are used to manage total regional and local emissions within an air basin based on the air basin's attainment status for criteria pollutants. These emission thresholds were established for individual development projects that would contribute to regional and local emissions and could adversely affect or delay the air basin's projected attainment target goals for nonattainment criteria pollutants.

Because of the conservative nature of the significance thresholds and the basin-wide context of individual development project emissions, there is no direct correlation between a single project and localized air quality-related health effects. One individual project that generates emissions exceeding a threshold does not necessarily result in adverse health effects for residents in the project vicinity. This condition is especially true when the criteria pollutants exceeding thresholds are those with regional effects, such as ozone precursors like nitrogen oxides (NO_X) and ROGs.

Further, 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 ambient air quality standards. 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 air quality districts have considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

Occupants of facilities such as schools, daycare centers, parks and playgrounds, hospitals, and nursing and convalescent homes are considered to be more sensitive than the general public to air pollutants because these population groups have increased susceptibility to respiratory disease. Persons engaged in strenuous work or exercise also have increased sensitivity to poor air quality. Residential areas are considered more sensitive to air quality conditions, compared to commercial and industrial areas, because people generally spend longer periods of time at their residences, with greater associated exposure to ambient air quality conditions. Recreational uses are also considered sensitive compared to commercial and industrial uses due to greater exposure to ambient air quality conditions associated with exercise. These populations are referred to as sensitive receptors.

Air pollutants and their health effects, and other air pollution-related considerations are summarized in Table 4.1.A and are described in more detail below.

Ozone. O_3 is a secondary air pollutant produced in the atmosphere through a complex series of photochemical reactions involving ROG and NO_X. The main sources of ROG and NO_x, often referred to as ozone precursors, are combustion processes (including combustion in motor vehicle engines) and the evaporation of solvents, paints, and fuels. Automobiles are typically the largest source of ozone precursors. Ozone is referred to as a regional air pollutant because its precursors are transported and diffused by wind concurrently with ozone production through the photochemical reaction process. Ozone causes eye irritation, airway constriction, and shortness of breath and can aggravate existing respiratory diseases such as asthma, bronchitis, and emphysema.

Particulate Matter. Particulate matter is a class of air pollutants that consists of heterogeneous solid and liquid airborne particles from humanmade and natural sources. Particulate matter is categorized in two size ranges: PM_{10}, for particles less than 10 microns in diameter, and $PM_{2.5}$, for particles less than 2.5 microns in diameter. Motor vehicles are the primary generators of particulates, through tailpipe emissions as well as brake pad and tire wear, and entrained road dust. Wood burning in fireplaces and stoves, industrial facilities, and ground-disturbing activities such as construction are other sources of such fine particulates. These fine particulates are small enough to be inhaled into the deepest parts of the human lung and can cause adverse health effects. According to the California Air Resources Board (CARB), studies in the United States and elsewhere have demonstrated a strong link between elevated particulate levels and premature deaths, hospital admissions, emergency room visits, and asthma attacks, and studies of children's health in California have demonstrated that particle pollution may significantly reduce lung function growth in

Table 4.1.A: Sources and Health Effects of Air Pollutants

Pollutants	Sources	Primary Effects
Ozone (O_3)	• Precursor sources:[1] motor vehicles, industrial emissions, and consumer products.	• Respiratory symptoms. • Worsening of lung disease leading to premature death. • Damage to lung tissue. • Crop, forest, and ecosystem damage. • Damage to a variety of materials, including rubber, plastics, fabrics, paints, and metals.
Particulate Matter Less than 2.5 Microns in Diameter ($PM_{2.5}$)	• Cars and trucks (especially diesels). • Fireplaces, woodstoves. • Windblown dust from roadways, agriculture, and construction.	• Premature death. • Hospitalization for worsening of cardiovascular disease. • Hospitalization for respiratory disease. • Asthma-related emergency room visits. • Increased symptoms, increased inhaler usage.
Particulate Matter Less than 10 Microns in Diameter (PM_{10})	• Cars and trucks (especially diesels). • Fireplaces, woodstoves. • Windblown dust from roadways, agriculture, and construction.	• Premature death and hospitalization, primarily for worsening of respiratory disease. • Reduced visibility and material soiling.
Nitrogen Oxides (NO_X)	• Any source that burns fuels such as cars, trucks, construction and farming equipment, and residential heaters and stoves.	• Lung irritation. • Enhanced allergic responses.
Carbon Monoxide (CO)	• Any source that burns fuels such as cars, trucks, construction and farming equipment, and residential heaters and stoves.	• Chest pain in patients with heart disease. • Headache. • Light-headedness. • Reduced mental alertness.
Sulfur Oxides (SO_X)	• Combustion of sulfur-containing fossil fuels. • Smelting of sulfur-bearing metal ores. • Industrial processes.	• Worsening of asthma: increased symptoms, increased medication usage, and emergency room visits.
Lead (Pb)	• Contaminated soil.	• Impaired mental functioning in children. • Learning disabilities in children. • Brain and kidney damage.
Toxic Air Contaminants (TACs)	• Cars and trucks (especially diesels). • Industrial sources, such as chrome platers. • Neighborhood businesses, such as dry cleaners and service stations. • Building materials and products.	• Cancer. • Reproductive and developmental effects. • Neurological effects.

Source: California Air Resources Board (2018).

[1] Ozone is not generated directly by these sources. Rather, chemicals emitted by these precursor sources react with sunlight to form ozone in the atmosphere.

children.[2] Statewide attainment of particulate matter standards could reduce premature deaths, hospital admissions for cardiovascular and respiratory disease, asthma-related emergency room visits, and episodes of respiratory illness in California.

Carbon Monoxide. CO is an odorless, colorless gas usually formed as the result of the incomplete combustion of fuels. The single largest source of CO is motor vehicles. CO transport is limited – it

[2] California Air Resources Board (CARB). 2020. *Inhalable Particulate Matter and Health ($PM_{2.5}$ and PM_{10})*. Website: ww2.arb.ca.gov/resources/inhalable-particulate-matter-and-health (accessed June 2023).

disperses with distance from the source under normal meteorological conditions. However, under certain extreme meteorological conditions, CO concentrations near congested roadways or intersections may reach unhealthful levels that adversely affect 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. Exposure to high concentrations of CO reduces the oxygen-carrying capacity of the blood and can cause headaches, nausea, dizziness, and fatigue, impair central nervous system function, and induce angina (chest pain) in persons with serious heart disease. Extremely high levels of CO, such as those generated when a vehicle is running in an unventilated garage, can be fatal.

Nitrogen Dioxide. NO_2 is a reddish-brown gas that is a byproduct of combustion processes. Automobiles and industrial operations are the main sources of NO_2. Aside from its contribution to ozone formation, NO_2 also contributes to other pollution problems, including a high concentration of fine particulate matter, poor visibility, and acid deposition. NO_2 may be visible as a coloring component on high pollution days, especially in conjunction with high ozone levels. NO_2 decreases lung function and may reduce resistance to infection.

Sulfur Dioxide. SO_2 is a colorless, acidic gas with a strong odor. It is produced by the combustion of sulfur-containing fuels such as oil, coal, and diesel. SO_2 has the potential to damage materials and can cause health effects at high concentrations. It can irritate lung tissue and increase the risk of acute and chronic respiratory disease. SO_2 also reduces visibility and the level of sunlight at the ground surface.

Lead. Lead is a metal found naturally in the environment as well as in manufactured products. The major sources of lead emissions have historically been mobile and industrial sources. As a result of the phase-out of leaded gasoline, metal processing is currently the primary source of lead emissions. The highest levels of lead in air are generally found near lead smelters. Other stationary sources are waste incinerators, utilities, and lead-acid battery factories. Twenty years ago, mobile sources were the main contributor to ambient lead concentrations in the air. In the early 1970s, the United States Environmental Protection Agency (USEPA) established national regulations to gradually reduce the lead content in gasoline. In 1975, unleaded gasoline was introduced for motor vehicles equipped with catalytic converters. The USEPA banned the use of leaded gasoline in highway vehicles in December 1995. As a result of USEPA regulatory efforts to remove lead from gasoline, emissions of lead from the transportation sector and levels of lead in the air decreased dramatically.

Volatile Organic Compounds. VOCs (also known as ROGs and reactive organic compounds) form from the combustion of fuels and the evaporation of organic solvents. VOCs are not defined as criteria pollutants, however, because VOCs accumulate in the atmosphere more quickly during the winter, when sunlight is limited and photochemical reactions are slower, they are a prime component of the photochemical smog reaction. There are no attainment designations for VOCs.

Toxic Air Contaminants. In addition to the criteria pollutants discussed above, toxic air contaminants (TACs) are another group of pollutants of concern. Some examples of TACs include benzene, butadiene, formaldehyde, and hydrogen sulfide. Potential human health effects of TACs include birth defects, neurological damage, cancer, and death. There are hundreds of different types of TACs with varying degrees of toxicity. Individual TACs vary greatly in the health risk they present;

at a given level of exposure, one TAC may pose a hazard that is many times greater than another. TACs do not have ambient air quality standards, but are regulated by the USEPA, the CARB, and the SCAQMD. In 1998, the CARB identified particulate matter from diesel-fueled engines as a TAC. The CARB has completed a risk management process that identified potential cancer risks for a range of activities and land uses that are characterized by use of diesel-fueled engines.[3] High volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic (distribution centers, truck stops) were identified as posing the highest risk to adjacent receptors. Other facilities associated with increased risk include warehouse distribution centers, large retail or industrial facilities, high volume transit centers, and schools with a high volume of bus traffic. Health risks from TACs are a function of both concentration and duration of exposure.

Unlike TACs emitted from industrial and other stationary sources noted above, most diesel particulate matter is emitted from mobile sources—primarily "off-road" sources such as construction and mining equipment, agricultural equipment, and truck-mounted refrigeration units, as well as trucks and buses traveling on freeways and local roadways.

The CARB Diesel Risk Reduction Plan is intended to substantially reduce diesel particulate matter emissions and associated health risks through introduction of ultra-low-sulfur diesel fuel—a step already implemented—and cleaner-burning diesel engines.[4] The technology for reducing diesel particulate matter emissions from heavy-duty trucks is well established, and both State and federal agencies are moving aggressively to regulate engines and emission control systems to reduce and remediate diesel emissions.

4.1.2.2 National and State Ambient Air Quality Standards

Both State and federal governments have established health-based ambient air quality standards for criteria air pollutants. Criteria pollutants are defined as those pollutants for which the federal and State governments have established ambient air quality standards, or criteria, for outdoor concentrations to protect public health.

Both the USEPA and the CARB have established ambient air quality standards for CO, O_3, NO_2, SO_2, Pb, and suspended particulate matter. In addition, the State has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety. These ambient air quality standards are levels of contaminants that avoid specific adverse health effects associated with each pollutant.

[3] CARB. 2000a. *Fact Sheet – California's Plan to Reduce Diesel Particulate Matter Emissions*. October. Website: www.arb.ca.gov/diesel/factsheets/rrpfactsheet.pdf (accessed June 2023).

[4] CARB. 2000b. *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles*. October. Prepared by the Stationary Source Division and Mobile Source Control Division. Website: www.arb.ca.gov/diesel/documents/rrpFinal.pdf (accessed June 2023).

Federal standards include both primary and secondary standards. Primary standards establish limits to protect public health, including the health of sensitive populations such as asthmatics, children, and the elderly. Secondary standards set limits to protect public welfare, including protection against decreased visibility, and damage to animals, crops, vegetation, and buildings.[5] State and federal standards for the criteria air pollutants are listed in Table 4.1.B below.

4.1.2.3 Existing Climate and Air Quality

The following provides a discussion of the local and regional air quality and climate in the City of Cypress.

Climate/Meteorology. Air quality in the City of Cypress is not only affected by various emission sources (e.g., mobile and industry), but also by atmospheric conditions (e.g., wind speed, wind direction, temperature, and rainfall). The combination of topography, low mixing height, abundant sunshine, and emissions from the second-largest urban area in the United States gives the Basin some of the worst air pollution in the nation.

The annual average temperature varies little throughout the Basin, ranging from the low to middle 60s degrees Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station closest to the City is the Anaheim Station.[6] The monthly average maximum temperature recorded at this station ranged from 69.7°F in December to 87.1°F in August, with an annual average maximum of 77.4°F. The monthly average minimum temperature recorded at this station ranged from 46.9°F in December to 64.5°F in August, with an annual average minimum of 55.4°F. These levels are representative of the City.

The majority of annual rainfall in the Basin occurs between November and April. Summer rainfall is minimal and is generally limited to scattered thundershowers in coastal regions and slightly heavier showers in the eastern portion of the Basin and along the coastal side of the mountains. Average monthly rainfall at the Anaheim station varied from 0.01 inch in August to 3.47 inches in February, with an annual total of 14.09 inches. Patterns in monthly and yearly rainfall totals are unpredictable due to fluctuations in the weather.

The Basin experiences a persistent temperature inversion (increasing temperature with increasing altitude) as a result of the Pacific high. This inversion limits the vertical dispersion of air contaminants, holding them relatively near the ground. As the sun warms the ground and the lower air layer, the temperature of the lower air layer approaches the temperature of the base of the inversion (upper) layer until the inversion layer finally breaks, allowing vertical mixing with the lower layer. This phenomenon is observed in mid-afternoon to late afternoon on hot summer days when the air appears to clear up suddenly. Winter inversions frequently break by midmorning.

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5 United States Environmental Protection Agency (USEPA). 2017. Criteria Air Pollutants. October. Website: www.epa.gov/criteria-air-pollutants (accessed June 2023).

6 Western Regional Climate Center. Recent Climate in the West. Website: http://www.wrcc.dri.edu, (accessed June 2023).

Table 4.1.B: Federal and State Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards [1]		Federal Standards [2]		
		Concentration [3]	Method [4]	Primary [3,5]	Secondary [3,6]	Method [7]
Ozone (O_3)[8]	1-Hour	0.09 ppm (180 µg/m^3)	Ultraviolet Photometry	–	Same as Primary Standard	Ultraviolet Photometry
	8-Hour	0.07 ppm (137 µg/m^3)		0.070 ppm (137 µg/m^3)		
Respirable Particulate Matter (PM_{10})[9]	24-Hour	50 µg/m^3	Gravimetric or Beta Attenuation	150 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m^3		–		
Fine Particulate Matter ($PM_{2.5}$)[9]	24-Hour	–		35 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m^3	Gravimetric or Beta Attenuation	12.0 µg/m^3		
Carbon Monoxide (CO)	8-Hour	9.0 ppm (10 mg/m^3)	Non-Dispersive Infrared Photometry (NDIR)	9 ppm (10 mg/m^3)	–	Non-Dispersive Infrared Photometry (NDIR)
	1-Hour	20 ppm (23 mg/m^3)		35 ppm (40 mg/m^3)		
	8-Hour (Lake Tahoe)	6 ppm (7 mg/m^3)		–	–	
Nitrogen Dioxide (NO_2)[10]	Annual Arithmetic Mean	0.03 ppm (57 µg/m^3)	Gas Phase Chemi-luminescence	53 ppb (100 µg/m^3)	Same as Primary Standard	Gas Phase Chemi-luminescence
	1-Hour	0.18 ppm (339 µg/m^3)		100 ppb (188 µg/m^3)	–	
Lead (Pb)[12,13]	30-Day Average	1.5 µg/m^3	Atomic Absorption	–	–	High-Volume Sampler and Atomic Absorption
	Calendar Quarter	–		1.5 µg/m^3 (for certain areas)[l]	Same as Primary Standard	
	Rolling 3-Month Average [i]	–		0.15 µg/m^3		
Sulfur Dioxide (SO_2)[11]	24-Hour	0.04 ppm (105 µg/m3)	Ultraviolet Fluorescence	0.14 ppm (for certain areas)	–	Ultraviolet Fluorescence; Spectro-photometry (Pararosaniline Method)
	3-Hour	–		–	0.5 ppm (1300 µg/m^3)	
	1-Hour	0.25 ppm (655 µg/m^3)		75 ppb (196 µg/m^3)[11]	–	
	Annual Arithmetic Mean	–		0.030 ppm (for certain areas)[11]	–	
Visibility-Reducing Particles [12]	8-Hour	See footnote [14]	Beta Attenuation and Transmittance through Filter Tape	No Federal Standards		
Sulfates	24-Hour	25 µg/m^3	Ion Chromatography			
Hydrogen Sulfide	1-Hour	0.03 ppm (42 µg/m^3)	Ultraviolet Fluorescence			
Vinyl Chloride [10]	24-Hour	0.01 ppm (26 µg/m^3)	Gas Chromatography			

Source: Ambient Air Quality Standards (California Air Resources Board 2016).

Table notes continued on the following page

[1] California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1- and 24-hour), nitrogen dioxide, and particulate matter (PM_{10}, $PM_{2.5}$, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

[2] National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM_{10}, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m^3 is equal to or less than one. For $PM_{2.5}$, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact USEPA for further clarification and current national policies.

[3] Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.

[4] Any equivalent measurement method which can be shown to the satisfaction of the CARB to give equivalent results at or near the level of the air quality standard may be used.

[5] National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.

[6] National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.

[7] Reference method as described by the USEPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the USEPA.

[8] On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.

[9] On December 14, 2012, the national annual $PM_{2.5}$ primary standard was lowered from 15 µg/m^3 to 12.0 µg/m^3. The existing national 24- hour $PM_{2.5}$ standards (primary and secondary) were retained at 35 µg/m^3, as was the annual secondary standard of 15 µg/m^3. The existing 24-hour PM_{10} standards (primary and secondary) of 150 µg/m^3 also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.

[10] To attain the 1-hour national standard, the three-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.

[11] On June 2, 2010, a new 1-hour SO_2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the three-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO_2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.
Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

[12] The CARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

[13] The national standard for lead was revised on October 15, 2008, to a rolling 3-month average. The 1978 lead standard (1.5 µg/m^3 as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.

[14] In 1989, the CARB converted both the general Statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the Statewide and Lake Tahoe Air Basin standards, respectively.

°C = degrees Celsius
µg/m^3 = micrograms per cubic meter
CARB = California Air Resources Board
mg/m^3 = milligrams per cubic meter
ppb = parts per billion
ppm = parts per million
USEPA = United States Environmental Protection Agency

Winds in the City blow predominantly from the south-southwest, with relatively low velocities. Wind speeds in the City average about 5 miles per hour (mph). Summer wind speeds average slightly higher than winter wind speeds. Low average wind speeds, together with a persistent temperature inversion, limit the vertical dispersion of air pollutants throughout the Basin. Strong, dry, north or northeasterly winds, known as Santa Ana winds, occur during the fall and winter months, dispersing air contaminants. The Santa Ana conditions tend to last for several days at a time.

The combination of stagnant wind conditions and low inversions produces the greatest pollutant concentrations. On days of no inversion or high wind speeds, ambient air pollutant concentrations are the lowest. During periods of low inversions and low wind speeds, air pollutants generated in urbanized areas are transported predominantly onshore into Riverside and San Bernardino counties. In the winter, the greatest pollution problems are CO and NO_X because of extremely low inversions and air stagnation during the night and early morning hours. In the summer, the longer daylight hours and brighter sunshine combine to cause a reaction between hydrocarbons and NO_x to form photochemical smog. Smog is a general term that is naturally occurring fog that has become mixed with smoke or pollution. In this context it is better described as a form of air pollution produced by the photochemical reaction of sunlight with pollutants that have been released into the atmosphere, especially by automotive emissions.

Attainment Status. CARB is required to designate areas of the State as attainment, nonattainment, or unclassified for all State standards. An attainment designation for an area signifies that pollutant concentrations did not violate the standard for that pollutant in that area. A nonattainment designation indicates that a pollutant concentration violated the standard at least once, excluding those occasions when a violation was caused by an exceptional event, as defined in the criteria. An unclassified designation signifies that data do not support either an attainment or nonattainment status. The California Clean Air Act (CCAA) divides districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category.

The USEPA designates areas for O_3, CO, and NO_2 as one of the following: does not meet the primary standards, or cannot be classified, or better than national standards. For SO_2, areas are designated as: does not meet the primary standards, does not meet the secondary standards, cannot be classified, or better than national standards. Table 4.1.C provides a summary of the attainment status for the Basin with respect to both National and California Ambient Air Quality Standards (NAAQS and CAAQS, respectively).

Air Quality Monitoring Results. Air quality monitoring stations are located throughout the nation and are maintained by the local air pollution control district and State air quality regulating agencies. The SCAQMD, together with the CARB, maintains ambient air quality monitoring stations in the Basin. The air quality monitoring station closest to the City is the station at 1630 West Pampas Lane in Anaheim.

Table 4.1.C: South Coast Air Basin Attainment Status

Pollutant	State	Federal
O_3 1 hour	Nonattainment	Extreme Nonattainment
O_3 8 hour	Nonattainment	Extreme Nonattainment
PM_{10}	Nonattainment	Attainment/Maintenance
$PM_{2.5}$	Nonattainment	Serious Nonattainment
CO	Attainment	Attainment/Maintenance
NO_2	Attainment	Attainment/Maintenance
SO_2	N/A	Attainment/Unclassified
Lead	Attainment	Partial Nonattainment[1]
All others	Attainment/Unclassified	Attainment/Unclassified

Source: South Coast Air Quality Management District (2016b).

[1] Partial Nonattainment designation – Los Angeles County portion of Basin only for near-source monitors. Expect redesignation to attainment based on current monitoring data.

CO = carbon monoxide
N/A = not applicable
NO_2 = nitrogen dioxide
O_3 = ozone
PM_{10} = particulate matter less than 10 microns in size
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
SO_2 = sulfur dioxide

Pollutant monitoring results for 2020 to 2022 at the Anaheim monitoring station, shown in Table 4.1.D, indicate that air quality in the vicinity of the City has generally been good. As indicated in the monitoring results, the federal PM_{10} standard was not exceeded during the 3-year period. The State PM_{10} standard was exceeded 5 times in 2020, 1 time in 2021, and an unknown number of times in 2022. Similarly, the federal $PM_{2.5}$ standard had 12 exceedances in 2020, 10 exceedances in 2021, and no exceedances in 2022. The State 1-hour ozone standards were exceeded 6 times in 2021, no times in 2021, and an unknown number of times in 2022. The State 8-hour ozone standards were exceeded 16 times in 2020, no times in 2021, and an unknown number of times in 2022. The federal 8-hour standards were exceeded 15 times in 2021, no times in 2021, and 1 time in 2022. The CO and NO_2 standards were not exceeded in this area during the 3-year period. SO_2 data were not available from 2020–2022 at air quality monitoring stations in Orange County.

4.1.3 Regulatory Setting

The USEPA and the CARB regulate direct emissions from motor vehicles. The SCAQMD is the regional agency primarily responsible for regulating air pollution emissions from stationary sources (e.g., factories) and indirect sources (e.g., traffic associated with new development), as well as monitoring ambient pollutant concentrations.

The applicable federal, State, regional, and local regulatory framework is discussed below.

4.1.3.1 Federal Regulations

Federal Clean Air Act. At the federal level, the USEPA has been charged with implementing national air quality programs. The USEPA air quality mandates are drawn primarily from the federal Clean Air Act (CAA), which was enacted in 1963. The federal CAA was amended in 1970, 1977, and 1990.

Table 4.1.D: Ambient Air Quality in the Project Vicinity

Pollutant	Standard	2020	2021	2022
Carbon Monoxide (CO)[1]				
Maximum 1-hour concentration (ppm)		2.3	2.1	2.4
Number of days exceeded:	State: > 20 ppm	0	0	0
	Federal: > 35 ppm	0	0	0
Maximum 8-hour concentration (ppm)		1.7	1.5	1.4
Number of days exceeded:	State: > 9 ppm	0	0	0
	Federal: > 9 ppm	0	0	0
Ozone (O_3)[1]				
Maximum 1-hour concentration (ppm)		0.142	0.089	0.102
Number of days exceeded:	State: > 0.09 ppm	6	0	ND
Maximum 8-hour concentration (ppm)		0.097	0.068	0.076
Number of days exceeded:	State: > 0.07 ppm	16	0	ND
	Federal: > 0.07 ppm	15	0	1
Coarse Particulates (PM_{10})[1]				
Maximum 24-hour concentration (µg/m^3)		74.8	63.6	67.0
Number of days exceeded:	State: > 50 µg/m^3	5	1	ND
	Federal: > 150 µg/m^3	0	0	0
Annual arithmetic average concentration (µg/m^3)		ND	23.2	ND
Exceeded for the year:	State: > 20 µg/m^3	ND	Yes	ND
	Federal: > 50 µg/m^3	ND	No	ND
Fine Particulates ($PM_{2.5}$)[1]				
Maximum 24-hour concentration (µg/m^3)		60.2	54.4	33.1
Number of days exceeded:	Federal: > 35 µg/m^3	12	10	0
Annual arithmetic average concentration (µg/m^3)		12.2	11.5	9.9
Exceeded for the year:	State: > 12 µg/m^3	Yes	No	No
	Federal: > 15 µg/m^3	No	No	No
Nitrogen Dioxide (NO_2)[1]				
Maximum 1-hour concentration (ppm)		0.071	0.067	0.053
Number of days exceeded:	State: > 0.250 ppm	0	0	0
Annual arithmetic average concentration (ppm)		0.013	0.012	0.012
Exceeded for the year:	Federal: > 0.053 ppm	No	No	No
Sulfur Dioxide (SO_2)[1]				
Maximum 1-hour concentration (ppm)		ND	ND	ND
Number of days exceeded:	State: > 0.25 ppm	ND	ND	ND
Maximum 24-hour concentration (ppm)		ND	ND	ND
Number of days exceeded:	State: > 0.04 ppm	ND	ND	ND
	Federal: > 0.14 ppm	ND	ND	ND
Annual arithmetic average concentration (ppm)		ND	ND	ND
Exceeded for the year:	Federal: > 0.030 ppm	ND	ND	ND

Sources: CARB (2021) and USEPA (2021).
[1] Data taken from the Anaheim monitoring station at 1630 West Pampas Lane.
CARB = California Air Resources Board
ND = No data. There were insufficient (or no) data to determine the value.
ppm = parts per million
USEPA = United States Environmental Protection Agency

The federal CAA required the USEPA to establish primary and secondary NAAQS and required each state to prepare an air quality control plan referred to as a State Implementation Plan (SIP). The federal CAA Amendments of 1990 added requirements for states with nonattainment areas to revise their SIPs to incorporate additional control measures to reduce air pollution. The SIP is periodically modified to reflect the latest emissions inventories, planning documents, and rules and regulations of the air basins as reported by their jurisdictional agencies. The USEPA has responsibility to review every state's SIPs to determine conformity with the mandates of the federal CAA and determine if implementation would achieve air quality goals. If the USEPA determines a SIP to be inadequate, a Federal Implementation Plan may be prepared for the nonattainment area, which imposes additional control measures. Failure to submit an approvable SIP or to implement the plan within the mandated timeframe may result in sanctions on transportation funding and stationary air pollution sources in the air basin.

The USEPA is also required to develop National Emission Standards for Hazardous Air Pollutants, which are defined as those which may reasonably be anticipated to result in increased deaths or serious illness, and which are not already regulated. An independent science advisory board reviews the health and exposure analyses conducted by the USEPA on suspected hazardous pollutants prior to regulatory development.

4.1.3.2 State Regulations

California Clean Air Act. In 1988, the CCAA required that all air quality districts in the State endeavor to achieve and maintain CAAQS for CO, ozone, SO_2, and NO_2 by the earliest practical date. The CCAA provides districts with authority to regulate indirect sources and mandates that air quality districts focus particular attention on reducing emissions from transportation and area-wide emission sources. Each nonattainment district is required to adopt a plan to achieve a 5 percent annual reduction, averaged over consecutive 3-year periods, in district-wide emissions of each nonattainment pollutant or its precursors. A Clean Air Plan shows how a district would reduce emissions to achieve air quality standards. Generally, the State standards for these pollutants are more stringent than the national standards.

California Air Resources Board. The CARB is the State's "clean air agency". The CARB's goals are to attain and maintain healthy air quality, protect the public from exposure to toxic air contaminants, and oversee compliance with air pollution rules and regulations.

Assembly Bill 2588 Air Toxics "Hot Spots" Information and Assessment Act. Under Assembly Bill 2588, stationary sources of air pollutants are required to report the types and quantities of certain substances that their facilities routinely released into the air. The goals of the Air Toxics "Hot Spots" Act are to collect emission data, identify facilities having localized impacts, determine health risks, and notify nearby residents of significant risks.

The California Air Resources Board Handbook. CARB has developed an Air Quality and Land Use Handbook[7] (CARB Handbook), which is intended to serve as a general reference guide for evaluating and reducing air pollution impacts associated with new projects that go through the land use

[7] CARB. 2005. *Air Quality and Land Use Handbook: A Community Health Perspective* (CARB Handbook). April.

decision-making process. According to the CARB Handbook, air pollution studies have shown an association between respiratory and other non-cancer health effects and proximity to high-traffic roadways. Other studies have shown that diesel exhaust and other cancer-causing chemicals emitted from cars and trucks are responsible for much of the overall cancer risk from airborne toxics in California. The CARB Handbook recommends that county and city planning agencies strongly consider proximity to these sources when finding new locations for "sensitive" land uses such as homes, medical facilities, daycare centers, schools, and playgrounds.

Land use designations with air pollution sources of concern include freeways, rail yards, ports, refineries, distribution centers, chrome plating facilities, dry cleaners, and large gasoline service stations. Key recommendations in the CARB Handbook include taking steps to avoid siting new, sensitive land uses:

- Within 500 feet of a freeway, urban roads with 100,000 vehicles/day or rural roads with 50,000 vehicles/day;
- Within 1,000 feet of a major service and maintenance rail yard;
- Immediately downwind of ports (in the most heavily impacted zones) and petroleum refineries;
- Within 300 feet of any dry cleaning operation (for operations with two or more machines, provide 500 feet); and
- Within 300 feet of a large gas station (defined as a facility with a throughput of 3.6 million gallons per year or greater).

The CARB Handbook specifically states that its recommendations are advisory and acknowledges land use agencies have to balance other considerations, including housing and transportation needs, economic development priorities, and other quality-of-life issues.

The recommendations are generalized and do not consider site-specific meteorology, freeway truck percentages, or other factors that influence risk for a particular project site. The purpose of this guidance is to further examine project sites for actual health risk associated with the location of new sensitive land uses.

4.1.3.3 Regional Regulations

South Coast Air Quality Management District. The SCAQMD has jurisdiction over most air quality matters in the Basin. This area includes all of Orange County, Los Angeles County except for the Antelope Valley, the non-desert portion of western San Bernardino County, and the western and Coachella Valley portions of Riverside County. The SCAQMD is the agency principally responsible for comprehensive air pollution control in the Basin and is tasked with implementing certain programs and regulations required by the CAA and the CCAA. The SCAQMD prepares plans to attain CAAQS and NAAQS. SCAQMD is directly responsible for reducing emissions from stationary (area and point) sources. The SCAQMD develops rules and regulations, establishes permitting requirements, inspects

emissions sources, and enforces such measures though educational programs or fines, when necessary.

- **Regulation IV - Prohibitions:** This regulation sets forth the restrictions for visible emissions, odor nuisance, fugitive dust, various air pollutant emissions, fuel contaminants, start-up/shutdown exemptions, and breakdown events.

    - **Rule 402 - Nuisance:** This rule restricts the discharge of any contaminant in quantities that cause or have a natural ability to cause injury, damage, nuisance, or annoyance to businesses, property, or the public. Future development projects that are implemented in accordance with the proposed zoning and updated land use designations will be required to comply with Rule 402.

    - **Rule 403 - Fugitive Dust:** This rule requires the prevention, reduction, or mitigation fugitive dust emissions from a project site. Rule 403 restricts visible fugitive dust to a project property line, restricts the net PM_{10} emissions to less than 50 micrograms per cubic meter ($\mu g/m^3$) and restricts the tracking out of bulk materials onto public roads. Additionally, Rule 403 requires an applicant to use one or more of the best available control measures (identified in the tables within the rule). Control measures may include adding freeboard to haul vehicles, covering loose material on haul vehicles, watering, using chemical stabilizers, and/or ceasing all activities. Finally, Rule 403 requires that a contingency plan be prepared if so determined by the USEPA. In addition, SCAQMD Rule 403(e), Additional Requirements for Large Operations, includes requirements to provide Large Operation Notification Form 403 N, appropriate signage, additional dust control measures, and employment of a dust control supervisor that has successfully completed the Dust Control training class in the South Coast Air Basin. Future development projects that are implemented in accordance with the proposed zoning and updated land use designations will be required to comply with Rule 403.

- **Regulation XI - Source Specific Standards:** Regulation XI sets emissions standards for different sources.

    - **Rule 1113 - Architectural Coatings:** This rule limits the amount of VOCs from architectural coatings and solvents, which lowers the emissions of odorous compounds. Future development projects that are implemented in accordance with the proposed zoning and updated land use designations will be required to comply with Rule 1113.

The SCAQMD is responsible for demonstrating regional compliance with ambient air quality standards but has limited direct involvement in reducing emissions from fugitive, mobile, and natural sources. To that end, the SCAQMD works cooperatively with CARB, the Southern California Association of Governments (SCAG), county transportation commissions, local governments, and other federal and State government agencies. It has responded to this requirement by preparing a series of Air Quality Management Plans (AQMP) to meet the CAAQS and NAAQS. SCAQMD and SCAG are responsible for formulating and implementing the AQMP for the South Coast Air Basin. The main purpose of an AQMP is to bring the area into compliance with federal and State air quality standards. Every several years, SCAQMD prepares a new AQMP, updating the previous plan and the

20-year horizon.[8] The Final 2022 Air Quality Management Plan is the currently adopted AQMP. Key elements of the Final 2022 AQMP include:

- Calculating and taking credit for co-benefits from other planning efforts (e.g., climate, energy, and transportation)
- A strategy with fair-share emission reductions at the federal, State, and local levels
- Investment in strategies and technologies meeting multiple air quality objectives
- Seeking new partnerships and significant funding for incentives to accelerate deployment of zero-emission and near-zero emission technologies
- Enhanced socioeconomic assessment, including an expanded environmental justice analysis
- Attainment of the 24-hour $PM_{2.5}$ standard in 2019 with no additional measures
- Attainment of the annual $PM_{2.5}$ standard by 2025 with implementation of a portion of the O_3 strategy
- Attainment of the 1-hour O_3 standard by 2022 with no reliance on "black box" future technology (CAA Section 182(e)(5) measures)

The 2022 AQMP builds upon measures already in place from previous AQMPs. It also includes a variety of additional strategies such as regulation, accelerated deployment of available cleaner technologies (e.g., zero emissions technologies, when cost-effective and feasible, and low NO_x technologies in other applications), best management practices, co-benefits from existing programs (e.g., climate and energy efficiency), incentives, and other CAA measures to achieve the 2015 8-hour ozone standard.

Southern California Association of Governments. SCAG is a council of governments for Los Angeles, Orange, Riverside, San Bernardino, Imperial, and Ventura counties. It is a regional planning agency and serves as a forum for regional issues relating to transportation, the economy and community development, and the environment. SCAG is the federally designated Metropolitan Planning Organization (MPO) for the majority of the Southern California region and is the largest MPO in the nation. With regard to air quality planning, SCAG prepares the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP), which address regional development and growth forecasts and form the basis for the land use and transportation control portions of the AQMP and are used in the preparation of the air quality forecasts and consistency analysis included in the AQMP. The RTP, RTIP, and AQMP are based on projections originating within local jurisdictions.

[8] South Coast Air Quality Management District (SCAQMD). 2016a. *Final 2016 Air Quality Management Plan*. March.

Although SCAG is not an air quality management agency, it is responsible for developing transportation, land use, and energy conservation measures that affect air quality. SCAG's Regional Comprehensive Plan (RCP) provides growth forecasts that are used in the development of air quality-related land use and transportation control strategies by the SCAQMD. The RCP is a framework for decision-making for local governments, assisting them in meeting federal and State mandates for growth management, mobility, and environmental standards, while maintaining consistency with regional goals regarding growth and changes. Policies within the RCP include consideration of air quality, land use, transportation, and economic relationships by all levels of government.

SCAG adopted the 2020-2045 RTP/Sustainable Communities Strategy (SCS) (collectively called Connect SoCal) on September 3, 2020. Connect SoCal is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. Connect SoCal is an important planning document for the region, allowing project sponsors to qualify for federal funding and takes into account operations and maintenance costs, to ensure reliability, longevity, and cost effectiveness.

Using growth forecasts and economic trends, the RTP provides a vision for transportation throughout the region for the next 20 years. It considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, identifying regional transportation strategies to address mobility needs. The SCS is a required element of the RTP, which integrates land use and transportation strategies to achieve CARB emissions reduction targets. The inclusion of the SCS is required by Senate Bill (SB) 375, which was enacted to reduce GHG emissions from automobiles and light trucks through integrated transportation, land use, housing, and environmental planning. The RTP/SCS would successfully achieve and exceed the GHG emission-reduction targets set by the CARB by achieving an 8 percent reduction by 2020, an 18 percent reduction by 2035, and a 21 percent reduction by 2040 compared to the 2005 level on a per capita basis. This RTP/SCS also meets criteria pollutant emission budgets set by the USEPA.

4.1.3.4 Local Regulations

City of Cypress General Plan. The City of Cypress addresses air quality in the Air Quality Element of the City's General Plan[9]. The Air Quality Element contains goals, policies, and implementation actions that are intended to protect the public's health and welfare by reducing current pollution emissions and by requiring new development to comply with air quality standards. The following goals, policies, and implementing actions related to air quality are presented in the Air Quality Element and are applicable to the proposed project:

- **AQ-1.3:** Locate multiple family developments close to commercial areas to encourage pedestrian rather than vehicular travel.

- **AQ-1.4:** Develop neighborhood parks near concentrations of residents to encourage pedestrian travel to the recreation facilities.

[9] City of Cypress. 2001. City of Cypress General Plan – Air Quality Element. October 5.

- **AQ-3.1:** Adopt incentives, regulations, and/or procedures to minimize particulate emissions from unpaved roads, agricultural uses, and building construction.

- **AQ-4.1:** Promote energy conservation in all sectors of the City including residential, commercial, and industrial.

- **AQ-4.2:** Promote local recycling of wastes and the use of recycled materials.

- **AQ-4.3:** Adopt incentives and regulations to reduce emissions from swimming pool heaters and residential and commercial water heaters.

4.1.4 Thresholds of Significance

The thresholds for air quality impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to air quality if it would:

Threshold 4.1.1: Conflict with or obstruct implementation of the applicable air quality plan?

Threshold 4.1.2: 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?

Threshold 4.1.3: Expose sensitive receptors to substantial pollutant concentrations?

Threshold 4.1.4: Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

As stated in Appendix G of the *State CEQA Guidelines*, where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make determinations about a project's impacts. This Draft EIR uses the adopted thresholds of the SCAQMD, the local air quality management district.

It should be noted that according to Section 4.3, Air Quality, of the Initial Study prepared for the proposed project (Appendix B), the proposed project would result in less than significant impacts regarding other emissions (such as odors) that would adversely affect a substantial number of people (Threshold 4.1.4). Therefore, this topic is not further addressed below.

4.1.4.1 Regional Emissions Thresholds

SCAQMD has established daily emissions thresholds for construction and operation of a proposed project in the Basin. The emissions thresholds were established based on the attainment status of the Basin with regard to air quality standards for specific criteria pollutants. Because the concentration standards were set at a level that protects public health with an adequate margin of safety, these emissions thresholds are regarded as conservative and would overstate an individual project's contribution to health risks.

Table 4.1.E lists the CEQA significance thresholds for construction and operational emissions established for the Basin.

Table 4.1.E: Regional Thresholds for Construction and Operational Emissions

Emissions Source	Pollutant Emissions Threshold (lbs/day)					
	VOCs	NO_x	CO	PM_{10}	$PM_{2.5}$	SO_x
Construction	75	100	550	150	55	150
Operations	55	55	550	150	55	150

Source: SCAQMD. Air Quality Significance Thresholds. 2023. Revised March 2023. Website: https://www.aqmd.gov/docs/default-source/ceqa/handbook/south-coast-aqmd-air-quality-significance-thresholds.pdf?sfvrsn=25 (accessed January 2024).

CO = carbon monoxide
lbs/day = pounds per day
NO_x = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in size
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
SCAQMD = South Coast Air Quality Management District
SO_x = sulfur oxides
VOCs = volatile organic compounds

Projects in the Basin with construction- or operation-related emissions that exceed any of their respective emission thresholds would be considered significant under SCAQMD guidelines. These thresholds, which SCAQMD developed and that apply throughout the Basin, apply as both project and cumulative thresholds. If a project exceeds these standards, it is considered to have a project-specific and cumulative impact.

4.1.4.2 Local Microscale Concentration Standards

The significance of localized project impacts under CEQA depends on whether ambient CO levels in the vicinity of the project are above or below State and federal CO standards. Because ambient CO levels are below the standards throughout the Basin, a project would be considered to have a significant CO impact if project emissions result in an exceedance of one or more of the 1-hour or 8-hour standards. The following are applicable local emission concentration standards for CO:

- California State 1-hour CO standard of 20 parts per million (ppm)
- California State 8-hour CO standard of 9 ppm

4.1.5 Project Impacts

Threshold 4.1.1: Would the project conflict with or obstruct implementation of the applicable air quality plan?

Significant Unavoidable Impact. A consistency determination plays an essential role in local agency project review by linking local planning and unique individual projects to the air quality plans. A consistency determination fulfills the CEQA goal of fully informing local agency decision-makers of the environmental costs of the project under consideration at a stage early enough to ensure that air quality concerns are addressed. Only new or amended General Plan elements, Specific Plans, and significantly unique projects need to undergo a consistency review due to the air quality plan strategies being based on projections from local General Plans.

Consistency with the 2022 AQMP would be achieved if the project is consistent with the goals, objectives, and assumptions in this plan to achieve the federal and State air quality standards. Per

SCAQMD's *CEQA Air Quality Handbook*, there are two main indicators of a project's consistency with the AQMP:

- **Indicator 1:** Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or emission reductions in the AQMP.
- **Indicator 2:** Whether the project would exceed the assumptions in the AQMP. The AQMP strategy is, in part, based on projections from local general plans.

Indicator 1: As demonstrated under Threshold 4.1.2 below, the proposed project would result in significant and unavoidable long-term operational pollutant emissions. As such, the proposed project would not be consistent with Indicator 1.

Indicator 2: The *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 includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022, and would not directly result in physical development. As such, this analysis evaluates whether the project would exceed the 2022 AQMP's assumptions for 2045 or yearly increments based on the horizon year of 2045 and project construction and phasing.

With respect to determining the proposed project's consistency with AQMP growth assumptions, the projections in the AQMP for achieving air quality goals are based on assumptions in SCAG's RTP/SCS regarding population, housing, and growth trends. According to SCAG's 2020–2045 RTP/SCS, the City's population, households, and employment are forecast to increase by approximately 1,700 residents, 800 households, and 3,100 jobs, respectively, between 2016 and 2045.[10]

Although the 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units, Cypress has an unaccommodated housing need of 1,990 units to meet its estimated housing growth needs identified in the Southern California Association of Governments' Regional Housing Needs Assessment (RHNA) allocation of 3,936 units. Overall, the proposed rezoning actions under the proposed project would increase the City's development capacity by 2,314 housing units on the opportunity sites compared to the City's existing planning and zoning documents.

[10] Southern California Association of Governments (SCAG). 2020. *Connect SoCal 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy.* Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579(accessed June 2023).

The proposed project would divide the City's RHNA between the Lincoln Avenue Specific Plan and the Cypress Town Center and Commons Specific Plan 2.0 (the CTCC Specific Plan), with some of the RHNA also falling within the Cypress Business and Professional Center Specific Plan along Katella Avenue. The CTCC Specific Plan would be amended to allow up to 1,926 dwelling units (it currently allows up to 1,250 dwelling units). The majority of the zoning in the CTCC Specific Plan would remain unchanged, with 72.1 acres allowing densities ranging from 8 to 15 dwelling units per acre. Densities within the other approximately 62.3 acres would increase, creating an additional medium density district (15 dwelling units per acre) and allowing higher density development (30 dwelling units per acre) in other areas. The City would be required to hold an election to implement changes to the CTCC Specific Plan.

Under current zoning, the City has the capacity to accommodate the development of up to 1,946 new housing units, which includes 504 housing units that are already entitled and/or under construction. Therefore, the proposed rezoning action that is part of the proposed project would increase the City's development capacity to 4,260 units or an increase of 2,314 units compared to the City's existing planning and zoning documents.

As described further in Section 4.7, Population and Housing, the proposed project would accommodate the construction of 2,314 housing units. According to the 2017 American Housing Survey, the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the American Housing Survey) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area was 1.99 persons. Because the proposed project would allow for higher density housing, 1.99 persons per household was deemed appropriate for use in the analysis. Therefore, the additional 2,314 housing units that would potentially be built in the City are estimated to result in an increase in 4,605 residents.

Future development implemented in accordance with the proposed zoning and updated land use designations would accommodate planned regional housing growth included in the SCAG RHNA and would be required to adhere to the General Plan. Therefore, since the purpose of the proposed project is to accommodate planned regional housing growth included in the SCAG RHNA, the proposed project would not exceed the growth assumptions in the SCAG's RTP/SCS or the AQMP.

In addition, since the proposed project would not 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 is not a significant project as defined by the SCAQMD *CEQA Air Quality Handbook*. Therefore, it is unlikely that the proposed project would interfere with SCAQMD's goals for improving air quality in the region. The proposed project would not conflict with the 2022 AQMP and, as such, would not jeopardize attainment of the CAAQS and NAAQS in the area under the jurisdiction of the SCAQMD. The proposed project is therefore considered consistent with Indicator 2.

Summary: Based on the discussion above, the proposed project would have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1 because the proposed project would result in significant and unavoidable long-term operational pollutant emissions. As discussed in Threshold 4.1.2 below, although there is no feasible mitigation to reduce operational pollutant emissions to a less than significant level, Mitigation Measure AQ-1 would require the

implementation of all feasible measures to reduce operational impacts associated with the proposed project. In addition, Regulatory Compliance Measure (RCM) AQ-5 would require that all future projects comply with the latest Energy Code and Title 24 requirements for new residential development. Impacts would be significant and unavoidable.

Threshold 4.1.2: 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?

Significant Unavoidable Impact. 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 ambient air quality standards. 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 significance thresholds, 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. It is important to note that the proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

Construction activities associated with the construction of additional housing units that could occur with implementation of the project would be through the horizon year 2045, which would cause short-term emissions of criteria air pollutants. The primary source of emissions is the operation of construction equipment. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; comply with the requirements of CEQA; and obtain all necessary clearances and permits.

Construction activities would include site preparation, grading, building construction, architectural coating, and paving activities. Construction-related effects on air quality are typically greatest during the grading 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 construction sites. Unless properly controlled, vehicles leaving construction sites 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 the 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. The SCAQMD has established Rule 403 (Fugitive Dust), which would require the contractor to implement measures that would reduce the amount of particulate matter generated during the construction period.

In addition to dust-related PM_{10} emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, SO_2, 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.

Information regarding specific development projects is not yet known; however, due to the scale of development activity associated with the proposed project, this analysis assumes that 2,314 housing units would be constructed over the approximately 22-year planning period. Construction emissions were estimated for the proposed project using CalEEMod. This analysis assumes that construction of the additional housing units allowed under the proposed project would begin in 2023 and end in 2045, which was included in CalEEMod. Site preparation, grading, and building activities would involve the use of standard earthmoving equipment such as large excavators, cranes, and other related equipment.

As specified in Regulatory Compliance Measure (RCM) AQ-1 through RCM AQ-4, detailed below, construction of the proposed project would comply with SCAQMD standard conditions, including Rule 403 (Fugitive Dust) to control fugitive dust and Rule 1113 (Architectural Coatings) to control VOC emissions from paint. Compliance with SCAQMD standard conditions is a regulatory requirement and was considered in the analysis of construction emissions.

The maximum daily emissions of VOCs, NO_X, SO_X, CO, PM_{10}, and $PM_{2.5}$ that would result from construction of the proposed project are shown in Table 4.1.F and compared to the SCAQMD regional significance thresholds. As shown in Table 4.1.F, construction emissions associated with the proposed project would not exceed the significance thresholds established by the SCAQMD for any of the criteria pollutants.

As shown in Table 4.1.F, construction emissions associated with the proposed project would not exceed the SCAQMD thresholds for VOCs, NO_x, CO, SO_X, $PM_{2.5,}$ or PM_{10} emissions. As discussed above, according to SCAQMD guidance, projects that exceed the significance thresholds are considered by SCAQMD to result in cumulatively considerable air quality impacts. Conversely, projects that do not exceed the significance thresholds are generally not considered to result in cumulatively considerable air quality impacts. Therefore, based on the fact that emissions during construction of the proposed project would not exceed any of the air quality significance thresholds for any criteria pollutants, the proposed project would not have a cumulatively considerable air quality impact.

Table 4.1.F: Project Construction Emissions (in Pounds Per Day)

Project Construction	Maximum Pollutant Emissions (lbs/day)					
	VOCs	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Peak Daily Emissions	**10.8**	**48.9**	**112.0**	**0.1**	**29.1**	**11.2**
SCAQMD Thresholds	75.0	100.0	550.0	150	150.0	55.0
Exceeds Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (August 2023).
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

Therefore, with compliance with regulatory requirements (as specified in RCM AQ-1 through RCM AQ-4), construction impacts related to the cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under applicable NAAQS or CAAQS would be **less than significan**t, and no mitigation is required.

Operation. As previously stated, the proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

Operational activities associated with the additional housing units would result in long-term air pollutant emissions associated with mobile sources (e.g., vehicle trips), energy sources (e.g., natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment). Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; comply with the requirements of CEQA; and obtain all necessary clearances and permits.

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. As discussed above, the proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. As such, the proposed project would generate 10,506 average daily trips.

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.

Typically, area source emissions consist of emissions from the use of architectural coatings, consumer products, and landscaping equipment.

Long-term operation emissions associated with build out of the 2,314 housing units was calculated using CalEEMod. The proposed project analysis was conducted using land use code *Apartments Mid Rise*. Trip generation rates used in CalEEMod for the proposed project were based on the project's trip generation (as identified in Section 4.9, Transportation), which estimates that the proposed project would generate approximately 10,506 average daily trips. Information regarding specific development is not yet known; therefore, default assumptions (e.g., energy and water usage) from CalEEMod were used.

Model results are shown in Table 4.1.G below. CalEEMod output sheets are included in Appendix C of this EIR.

Table 4.1.G: Project Operational Emissions (in Pounds Per Day)

Source	Pollutant Emissions (lbs/day)					
	VOCs	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Project Mobile Sources	20.9	12.9	178.4	0.5	61.3	15.7
Project Area Sources	62.8	1.2	132.0	<0.1	<0.1	0.1
Project Energy Sources	0.4	6.4	2.8	<0.1	0.5	0.5
Total Project Emissions	**84.1**	**20.5**	**313.2**	**0.5**	**61.8**	**16.3**
SCAQMD Thresholds	55.0	55.0	550.0	150.0	150.0	55.0
Exceeds Thresholds?	**Yes**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (August 2023).
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 4.1.G, project emissions would not exceed the significance criteria for NO_X, CO, SO_x, PM_{10}, or $PM_{2.5}$ emissions; however, emissions of VOCs would exceed SCAQMD thresholds. Mitigation Measure AQ-1 would require the implementation of all feasible measures to reduce operational impacts associated with the proposed project, and Regulatory Compliance Measure AQ-5 would require all future projects comply with the latest Energy Code and Title 24 solar requirements for new residential development.

While Mitigation Measure AQ-1 and Regulatory Compliance Measure AQ-5 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project, there is currently not enough information to quantify emissions of specific project development that may take place under the proposed project. Without quantification to guarantee a less than significant finding, future development projects may still exceed the SCAQMD regional significance thresholds. Therefore, operation of the proposed project would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the Basin is in nonattainment under an applicable federal or State ambient air quality standard. Impacts would be significant and unavoidable.

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 City. 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, CO 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. Ambient CO levels monitored at the Anaheim monitoring station, the closest station to the City of Cypress, showed a highest recorded 1-hour concentration of 2.4 ppm (the State standard is 20 ppm) and a highest 8-hour concentration of 1.7 ppm (the State standard is 9 ppm) during the past 3 years (Table 4.1.D). The highest CO concentrations would normally occur during peak traffic hours; hence, CO impacts calculated under peak traffic conditions represent a worst-case analysis.

The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. The proposed project would generate 10,506 average daily trips in the immediate vicinity of the opportunity sites and would result in 856 a.m. peak-hour trips and in 902 p.m. peak-hour trips. However, as described in Section 4.9, Transportation, the proposed project would not result in any operational deficiencies to the surrounding roadway system. The evaluation of the study area intersections shows that the addition of traffic associated with new residential development allowed under the proposed project's rezoning action is not expected to create significant level of service changes under General Plan Build out conditions. Therefore, project traffic would not create any significant adverse impacts to nearby intersections.

Therefore, given the extremely low level of CO concentrations in the City, and lack of traffic impacts at any intersections, project-related vehicles are not expected to contribute significantly or result in the CO concentrations exceeding the State or federal CO standards. Impacts related to CO hot spots would be less than significant.

Threshold 4.1.3: Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. As discussed previously, the proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

The SCAQMD recommends the evaluation of localized air quality impacts to sensitive receptors such as residential land uses in the immediate vicinity of the opportunity sites as a result of construction and operational activities. The thresholds are based on standards established by the SCAQMD in its

Localized Significance Thresholds (LST) Methodology[11] and are measured against construction and operational emissions that occur on a specific project site. These emissions are primarily generated from heavy-duty construction equipment and demolition, grading, and trenching activities. However, the LSTs are applicable to projects at the project-specific level and are not applicable to programmatic documents, such as the proposed project. Construction and operational emissions associated with future individual projects developed under the proposed project, would however, have the potential to cause or contribute to significant localized air quality impacts to nearby residential land uses. Localized construction impacts of future residential development could potentially exceed the LSTs, particularly for construction of areas larger than 5 acres or areas with more intense construction activities. To address this, regulatory measures (e.g., SCAQMD Rule 201 for a permit to operate, Rule 403 for fugitive dust control, Rule 1113 for architectural coatings, Rule 1403 for new source review, and CARB's Airborne Toxic Control Measures) are currently in place, and mitigation would be imposed at the project level, which may include use of special equipment.

It should be noted that the amount of emissions from a project does not necessarily correspond to the concentrations of air pollutants. A dispersion modeling analysis would be necessary to calculate health risk from project implementation. However, since it is not possible to translate the amount of an unknown future specific project's emissions to a particular concentration, it is not possible to calculate the risk factor for a particular health effect at the time of this analysis.

Known health effects related to ozone include worsening of bronchitis, asthma, and emphysema and a decrease in lung function. Particulate matter can also lead to a variety of health effects in people. These include premature death of people with heart or lung disease, heart attacks, irregular heartbeat, decreased lung function, and increased respiratory symptoms. Regional emissions of criteria pollutants contribute to these known health effects. The SCAQMD is the primary agency responsible for ensuring the health and welfare of sensitive individuals and that they are not exposed to elevated concentrations of criteria pollutants in the Basin. To achieve the health-based standards established by the USEPA, the SCAQMD prepares an AQMP that details regional programs to attain the ambient air quality standards.

Although the analysis for the proposed project identifies that construction emissions associated with the project would not exceed the SCAQMD's thresholds for VOCs, NO_x, CO, SO_x, $PM_{2.5}$, or PM_{10} emissions, it should be noted that not exceeding the SCAQMD's numeric regional mass daily thresholds does not necessarily correspond to less than significant health risk impacts to sensitive receptors. This is because the mass daily thresholds are in pounds per day emitted into the air, whereas health effects are determined based on the concentration of emissions in the air at a particular receptor (e.g., ppm by volume of air, or $\mu g/m^3$ of air). State and federal ambient air quality standards were developed to protect the most susceptible population groups from adverse health effects and were established in terms of parts per million or micrograms per cubic meter for the applicable emissions.

For this reason, the SCAQMD developed the LST Methodology. The LST methodology is based on the amount of emissions that could be generated from a project for a project to not cause or contribute

[11] SCAQMD. 2021. Localized Significance Thresholds. Website: http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed June 2023).

to an exceedance of the most stringent applicable federal or State ambient air quality standard, and are based on the ambient concentrations of the pollutant and the relative distance to the nearest sensitive receptor. However, as noted above, the LSTs are applicable to projects at the project-specific level and are not applicable to this programmatic planning level document. Localized construction impacts of future residential development projects could potentially exceed the LSTs, particularly for construction of areas larger than 5 acres or areas with more intense construction activities. Therefore, without mitigation, exceedances of the LSTs could have the potential to cause or exacerbate an exceedance of the CAAQS or NAAQS. It should be noted that the ambient air quality standards are developed and represent levels at which the most susceptible persons (children and the elderly) are protected. Therefore, the ambient air quality standards are purposefully set low to protect children, the elderly, and those with existing respiratory problems.

However, the SCAQMD acknowledges that they have only been able to correlate potential health outcomes for very large emissions sources; specifically, 6,620 pounds per day (lbs/day) of NO_X, and 89,180 lbs/day of VOCs were expected to result in approximately 20 premature deaths per year and 89,947 school absences due to ozone.[12] As identified in Table 4.1.F above, based on the scale of development associated with the anticipated 2,314 dwelling units, construction of the proposed project would generate a maximum of 48.9 lbs/day of NO_x and 10.8 lbs/day of VOCs. Therefore, it is not expected that any future residential development associated with the proposed project would generate 6,620 lbs/day of NO_x or 89,180 lbs/day of VOC emissions.

Therefore, emissions associated with future projects are not sufficiently high enough to correlate health effects on a Basin-wide level.

Current scientific, technological, and modeling limitations prevent the relation of expected adverse air quality impacts to likely health consequences. For this reason, this discussion explains why it is not feasible to provide such an analysis. However, individual projects would still be required to conduct a site-specific localized impact analysis that evaluates potential project health impacts at a project level to immediately adjacent land uses.

The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. Localized construction and operational impacts associated future housing development could potentially exceed the LSTs. However, as discussed above, all future discretionary projects would be reviewed in accordance with CEQA and would require further evaluation at the project level to demonstrate whether emissions would exceed SCAQMD's LSTs and require project-specific mitigation. In addition, RCM AQ-1 through RCM AQ-4 would be required for construction of future projects to ensure compliance with SCAQMD standard conditions, including Rule 403 (Fugitive Dust) to control fugitive dust and Rule 1113 (Architectural Coatings) to control VOC emissions from paint. Furthermore, any necessary mitigation would be imposed at the project level once such future projects are proposed.

Additionally, refer to the analysis provided under Threshold 4.1.2 for a discussion of potential construction and operational impacts relating to criteria air pollutants. With implementation of RCM

[12] Supreme Court of California. 2015. *Sierra Club, Revive the San Joaquin, and League of Women Voters of Fresno, Plaintiffs and Appellants, v. County of Fresno, Defendant and Despondent, and Friant Ranch, L.P., Real Part in Interest and Despondent.* April.

AQ-1 through RCM AQ-4, the potential health impacts associated with the construction of the proposed project would be less than significant.

4.1.6 Level of Significance Prior to Mitigation

The proposed project would result in a potentially significant operational air quality impact. In addition, the following compliance measures are existing SCAQMD regulations that are applicable to the proposed project and are considered in the analysis of potential impacts related to air quality. These requirements are considered to be mandatory compliance measures; therefore, they are not mitigation measures.

4.1.7 Regulatory Compliance Measures and Mitigation Measures

4.1.7.1 Regulatory Compliance Measures

Regulatory Compliance Measure AQ-1

During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventative measures by using the following procedures, in compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 during construction. The applicable Rule 403 measures are as follows:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least twice 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.
- Pave construction access roads at least 100 feet (30 meters) onto the site from the main road.
- Reduce traffic speeds on all unpaved roads to 15 miles per hour or less.

Regulatory Compliance Measure AQ-2

All trucks that are to haul excavated or graded material shall comply with State Vehicle Code Section 23114,

with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

Regulatory Compliance Measure AQ-3

Prior to approval of future project plans and specifications, the City of Cypress shall confirm that the construction bid packages specify:

- Contractors shall use high-volume low-pressure paint applicators with a minimum transfer efficiency of at least 50 percent;
- Coatings and solvents that will be utilized have a volatile organic compound content lower than required under SCAQMD Rule 1113; and
- To the extent feasible, construction/building materials shall be composed of pre-painted materials.

Regulatory Compliance Measure AQ-4

Future projects shall comply with SCAQMD Rule 402. Rule 402 prohibits the discharge of air contaminants or other material from any type of operations, which can cause nuisance or annoyance to any considerable number of people or to the public or which endangers the comfort or repose of any such persons, or the public.

Regulatory Compliance Measure AQ-5

All future projects shall comply with the latest Energy Code and Title 24 solar requirements for new residential development.

4.1.7.2 Mitigation Measures

Mitigation Measure AQ-1

Prior to issuance of building permits, the City of Cypress shall identify project design details and specifications, where feasible, to document implementation and compliance with the following emission reduction measures. Implementation of the following measures, where applicable, are considered to be applicable, feasible, and effective in reducing criteria pollutant emissions generated by the project:

- All Project Applicants shall incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) at the proposed

residential uses to minimize the potential impacts of air pollution on sensitive receptors.

- All Project Applicants shall incorporate fuel-efficient heating equipment and other appliances, such as water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, boiler units, and low or zero-emitting architectural coatings. Utilize only Energy Star heating, cooling, and lighting devices, and appliances.

- All Project Applicants shall utilize energy-efficient design features, including appropriate site orientation, use of lighter color roofing and building materials, and use of deciduous shade trees and windbreak trees to reduce fuel consumption for heating and cooling.

- All Project Applicants shall provide Class I and Class II bicycle parking/storage facilities on site. Bicycle parking facilities should be near destination points and easy to find. At least one bicycle parking space for every 20 vehicle parking spaces should be provided.

- All Project Applicants shall provide building access and paths which are physically separated from street parking lot traffic and that eliminate physical barriers such as walls, berms, landscaping and slopes that impede the use of pedestrians, bicycle facilities, or public transportation vehicles.

- Where feasible, Project Applicants shall link culs-de-sac and dead-end streets to encourage pedestrian and bicycle travel.

- Where feasible, Project Applicants shall provide traffic reduction modifications to Project roads, such as: narrower streets, speed platforms, bulb-outs, and intersection modifications designed to reduce vehicle speeds and to encourage pedestrian and bicycle travel.

- All Project Applicants shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees, residents, or visitors.

- All Project Applicants shall display bike route maps, bus schedules, and any other transportation information such as carpooling and car sharing.
- All Project Applicants shall provide preferential parking spaces near the entrance of buildings for those who carpool/vanpool/rideshare and provide signage.
- Project Applicants shall install 240-volt electrical outlets or Level 3 chargers in parking lots that would enable charging of neighborhood electric vehicles (NEVs) and/or battery powered vehicles.
- Project Applicants shall maximize the planting of trees in landscaping and parking lots.
- Project Applicants shall use light-colored paving and roofing materials.

4.1.8 Level of Significance after Mitigation

Even with the implementation of Mitigation Measure AQ-1, operational air quality impacts would remain significant and unavoidable.

4.1.9 Cumulative Impacts

As defined in the *State CEQA Guidelines*, cumulative impacts are the incremental effects of an individual project when viewed in connection with the effects of past, current, and probable future projects within the cumulative impact area for air quality. The cumulative impact area for air quality related to the proposed project is the South Coast Air Basin. Each project in the Basin is required to comply with SCAQMD rules and regulations and is subject to independent review.

The Basin is currently designated as a nonattainment area for the federal O_3 standard and $PM_{2.5}$ standard and as a nonattainment area for the State O_3, PM_{10}, and $PM_{2.5}$ standard. Thus, the Basin has not met the federal and State standards for these air pollutants. Future development that may take place with implementation of the project would contribute criteria pollutants to the area during project construction and operation.

Air pollution is inherently a cumulative type of impact measured across an air basin. The discussion under Threshold 4.1.2, above, includes an analysis of the proposed project's contribution to cumulative air impacts. As discussed above, construction emissions associated with the proposed project would not exceed the SCAQMD thresholds for VOCs, NO_x, CO, SO_X, $PM_{2.5,}$ or PM_{10} emissions. However, even with the with implementation of Mitigation Measure AQ-1, operational impacts from criteria pollutant emissions would exceed SCAQMD thresholds, which could hinder the attainment of air quality standards. Therefore, air quality emissions associated with future development that may occur under the proposed project could result in cumulatively considerable impacts, even with implementation of mitigation. Impacts would be significant and unavoidable.

4.2 CULTURAL RESOURCES

This section provides a discussion of the existing cultural resource environment and an analysis of potential impacts from implementation of the 2021–2029 Cypress Housing Element Implementation project (proposed project). Cultural resources are sites, buildings, structures, objects, and districts over 50 years old that may have traditional or cultural value for the historical significance they possess. This section focuses on two particular sites within the boundaries of the proposed project's opportunity sites, the Los Alamitos Race Course and the Lincoln Avenue Corridor, as sites where historically significant structures could potentially be located. This section summarizes the information obtained from conducting a Historic Resources Assessment and a Historic Resources Sensitivity Study for the Los Alamitos Race Course and the Lincoln Avenue Corridor, respectively. These studies are then used to inform the determination of whether impacts to historic resources under the proposed project would be significant.

The proposed project's impacts on tribal cultural resources are evaluated separately and can be found in Section 4.10, Tribal Cultural Resources, of this Draft Program Environmental Impact Report (PEIR).

The Historic Resources Assessment and Historic Resources Sensitivity Study are included as Appendix D to this Draft PEIR.

4.2.1 Methodology

4.2.1.1 Los Alamitos Race Course

The proposed project would involve updates to the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), ultimately reflecting new, denser residential zoning within the CTCC Specific Plan area to help meet the City's Regional Housing Needs Assessment (RHNA) allocation of housing units. The CTCC Specific Plan area boundaries contain the Los Alamitos Race Course, for which a Historic Resources Assessment was conducted as part of the CEQA environmental review process. Two main components of this assessment were archival research and an intensive-level field study.

Race Course Archival Research. Archival research was conducted during the months of May, June, October, and November 2022. Research methods focused on the review of a variety of primary and secondary source materials relating to the history and development of the Los Alamitos Race Course property. Sources included, but were not limited to, information provided by and on file at the Los Alamitos Race Course, online sources, published literature in local and regional history, news articles, historic aerial photographs, and historic maps. Historical themes included horse racing, Quarter Horses, Frank Vessels, Sr., and pari-mutuel betting in California. A complete list of all references consulted in the preparation of the Historic Resources Assessment is provided in Appendix D.

Field Survey. On June 10, 2022, an LSA architectural historian and an LSA photographer conducted the intensive-level architectural survey of the Los Alamitos Race Course facility. The pair was escorted by the Los Alamitos Race Course Facilities Manager, who provided information about most of the buildings and features, as well as historical information about the facility. The trio began with

the clubhouse/grandstand building including, but not limited to, Burgart's bar, the Cypress Room, Vessels Club restaurant, the Finish Line room, the betting area, box seating, and the jockey room. They then toured the barns and other features. During the survey, numerous photographs of the buildings and track and overview shots were taken. LSA's architectural historian made notations regarding the structural and architectural characteristics and current conditions of the buildings and features. The architectural historian also made notes regarding the historical information provided by the Facilities Manager.

The field survey included numerous buildings, structures, and features, which are described below. Construction and alteration information that was gleaned about the buildings, structures, and features during the survey is included. The focus of the survey was the 0.25-mile track used for horse racing, which provides the main architectural and historical significance to the Los Alamitos Race Course.

California Department of Parks and Recreation (DPR) 523 Series Forms. In August of 2023, California Department of Parks and Recreation (DPR) 523 series forms were submitted on behalf of the Los Alamitos Race Course. DPR 523 series forms are used for recording and evaluating resources and for nominating properties to the California Register. The forms included a description of the Los Alamitos Race Course as well as an evaluation of its historical significance under State and federal criteria, which will be discussed further within Section 4.2.5, Project Impacts.

4.2.1.2 Lincoln Avenue Corridor

The proposed project would involve updates to the Lincoln Avenue Specific Plan, ultimately reflecting new, denser residential zoning within the Lincoln Avenue Specific Plan area to help meet the City's RHNA allocation of housing units. A Historic Resources Sensitivity Study (Sensitivity Study) was prepared to identify potential historic-period resources. LSA conducted a limited amount of property-specific research, completed a cursory reconnaissance-level field survey of the buildings using Google Street View, and reviewed various databases to determine whether any of the historic-period properties have been previously evaluated.

A total of 117 properties within the Lincoln Avenue Specific Plan Area were identified as opportunity sites with the potential to be directly impacted by future development (Potential Impact Areas). Using a worst-case approach, 143 adjacent properties were recognized as potentially impacted properties based on their proximity to the opportunity sites within the Lincoln Avenue Specific Plan Area. Therefore, a total of 260 properties were considered for the Sensitivity Study.

Research. In order to identify potential impacts related to historic-period resources, LSA identified properties that may be directly and indirectly impacted by new development on the opportunity sites. Historic-period resources are those elements of the built environment that are 50 years of age or older (i.e., built prior to 1973). However, in order to extend the reach of the study through the end of the new Housing Element, historic-period resources were defined as those built prior to 1980 (i.e., those that will be 50 years of age in 2029).

Using Orange County parcel data, a spreadsheet was created listing all of the Lincoln Avenue opportunity sites and the Potential Impact Areas, along with their dates of construction (if included

in the County data). Using historic aerial photographs, real estate websites, and Google Earth Street View, dates of construction for each of the 260 properties were verified, revised, or approximated. As a result of these efforts, 186 properties were identified as having buildings that were constructed prior to 1980. Eighty-two (82) of the opportunity sites are developed with historic-period buildings, while 104 of the Potential Impact Areas have historic-period buildings. Currently, there are 50 opportunity sites that are vacant land or have no structures (13) or that have not yet reached the 50-year age threshold (37), making them historically insignificant.

This was followed by reviews of the National Register of Historic Places (National Register; current through 2020), the National Register weekly lists (through July 15, 2022), and the California Office of Historic Preservation's (OHP) Built Environment Resources Database (BERD, March 2020)[1] to determine whether any of the historic-period buildings in the Historic Resource Impact Area were included in any of those databases. This research found only one property in the Historic Resource Impact Area that has been previously evaluated: 5162 Alaska Avenue (Assessor's Parcel Number [APN] 262-361-40). This property, which is within a Potential Impact Area, was deemed ineligible for listing in the National Register in 2010. It was not evaluated for listing in the California Register of Historical Resources (California Register) or for local designation.

Virtual Field Survey. Following the research stage, a virtual reconnaissance-level field survey was conducted using Google Street View. The Google Street View photographs were taken from 2020 to 2022. The reasons for conducting this survey were to: verify the type of development on each property; confirm the general dates of construction; and identify any historic-period properties in the Historic Resource Impact Area that appear potentially significant for their architecture, as a property type, or for an association with an important event or pattern of development.

Based on the results of the virtual field survey conducted above, certain properties were identified to have a greater potential for historical significance than other historic-period resources in the Historic Resource Impact Area. Most of the properties have sustained alterations and, therefore, are not likely to be significant as exceptional examples of architectural styles, but they may represent an important property type or contribute to an important pattern of development. Resources associated with patterns of development would most likely be part of a collection of similar, geographically linked resources that would form a historic district. Examples might be a collection of commercial resources that illustrate the importance of Lincoln Avenue as a commercial corridor during a specific period in history or a group of residences that exemplify the characteristics of residential development during a particular time-period (e.g., post-World War II residential development).

4.2.2 Existing Environmental Setting

4.2.2.1 Pre-Settlement

The area that is now Cypress (including all opportunity sites analyzed under the proposed project) was prehistorically occupied by the Gabrielino Native American people.

[1] California Office of Historic Preservation (OHP). 2020. Built Environment Resources Database (BERD). March 2020.

4.2.2.2 Settlement and Development

The historic period in California is divided into three periods: Spanish/Mission Period (1769–1821), Mexican/Rancho Period (1821–1848), and the American Period (1848–Present). Spanish exploration of southern California began in the late 1700s as expeditions began seeking routes from San Diego to the Los Angeles basin and further regions of "Alta California." One of the logical, geographic passages between the Pacific Coast and the Los Angeles Basin was what is now known as Santa Ana Canyon. Some of the more notable and documented explorers to use this route, which went through what would become Orange County, were Don Gaspar Portolá, Juan Bautista de Anza, and Don Pedro Fages. In 1784, General Pedro Fages received a petition from three of his soldiers who wanted land to build homes and graze the cattle they had acquired.[2] Fages agreed and that same year (1784) Manuel Perez Nieto was granted 300,000 acres, which became known as Los Nietos and included the area that would become Cypress.[3] After Manuel's death in 1804, the land was divided among his four surviving children and Juan Jose Nieto received the acres called Los Alamitos (approximately 28,000 acres) and Los Coyotes (approximately 49,000 acres), which include Cypress.[4] In 1806, Nieto built an adobe house in the southwest corner of Rancho Los Alamitos.[5]

In 1821, Mexico won independence from Spain and took over Alta California. In 1834, Juan Jose Nieto was formally granted Los Alamitos by Governor Juan Figueroa and a few months later sold it to the governor for just $500.[6] Figueroa later sold it to Abel Stearns in 1842.[7] Eventually Stearns owned both ranchos (Los Alamitos and Los Coyotes) and "built up the largest land and cattle empire in the area".[8]

In 1848, Alta California came under control of the United States, and in 1850, it was admitted to the Union. In 1861, Stearns borrowed on the Rancho from money lender Michael Reese to finance a business venture in Los Angeles.[9] By 1865, Stearns was in jeopardy of losing his land to Reese so a group of his friends formed the Robinson Trust to save him from bankruptcy.[10] In 1866, Reese foreclosed on a portion of the Rancho and began leasing it to the Bixbys, who were sheep farmers from Maine.[11] Meanwhile, in 1868, the Trust began to sell 120- to 160-acre tracts and by the time Stearns died in 1871, he was on his way to another fortune.[12]

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2 Carpenter, Virginia. 2003. *Ranchos of Orange County: Chronologies of Early California*. Produced in cooperation with Jane Mueller. California: The Paragon Agency Publishers.
3 Ibid.
4 Ibid.
5 Ibid.
6 Ibid.
7 Ibid.
8 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History*. News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
9 Carpenter, Virginia. 2003. *Ranchos of Orange County: Chronologies of Early California*. Produced in cooperation with Jane Mueller. California: The Paragon Agency Publishers.
10 Ibid.
11 Ibid.
12 Ibid.

The 1880s was a boom period in southern California that helped complete "the transition from range land to agricultural economy".[13] Between 1866 and 1884 the population of Los Angeles increased from approximately 12,000 to around 100,000 and other cities also were expanding rapidly.[14] Orange County was formed in 1889, putting half of Rancho Los Alamitos in Los Angeles County and half in Orange County.[15] In 1881, John and Jotham Bixby and Isaac Hellman (a banker) bought Rancho Los Alamitos and joined it to Los Cerritos.[16] They formed the Alamitos Land Company to subdivide part of the Rancho into farm lands.[17] This represents the beginnings of what would become Cypress.

By the late 1880s, white and sweet potatoes, as well as sugar beets were the main crops.[18] However, dairy farming, which was supported by the beet farming, was a major industry with nearby Buena Park at its center.[19] In the Cypress area almost everyone had cows, but sorghum was what the area was really known for.[20] In 1889, the McWilliams family moved to the area, planted sorghum, and established a makeshift processing plant for it.[21] In its first year, it processed 100 gallons of syrup.[22] Soon other farmers planted sorghum and the industry steadily expanded.[23] In 1907, a regular mill was built that processed 15,000 gallons of syrup its first year.[24]

As more people moved into the area, the demand grew for schools. In the early 1890s, there were two schools, Centralia and Bloomfield.[25] In 1895, the Cypress School District was formed and a building was constructed on an acre of land donated by Charles Lee Damron.[26] The new school was named Cypress School because of the cypress trees planted around the school yard as a windbreak. For many years, it was the only school in the district.[27] "In 1906, Pacific Electric built a line to the area to connect Los Angeles to Santa Ana" and development began to cluster around the rail station "at what is now the intersection of Lincoln Avenue and Walker Street" within the Lincoln Avenue Specific Plan area.[28] At that time, the community was nicknamed Waterville due to the

13 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History*. News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
14 Ibid.
15 Carpenter, Virginia. 2003. *Ranchos of Orange County: Chronologies of Early California.* Produced in cooperation with Jane Mueller. California: The Paragon Agency Publishers.
16 Ibid.
17 Ibid.
18 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History.* News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
19 Ibid.
20 Ibid.
21 Ibid.
22 Ibid.
23 Ibid.
24 Ibid.
25 Ibid.
26 Ibid.
27 Epting, Charles. 2014. *The New Deal in Orange County California*. South Carolina: The History Press.
28 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History.* News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).

preponderance of artesian wells in the area, but the train station was named Cypress reportedly to be consistent with the school.[29] In 1924, the school was replaced with a larger building that became the center of the community's social life.[30]

During the Depression era, the area was hard hit by the 1933 Long Beach earthquake, which damaged Cypress School, and the 1938 flood, which left most of Waterville under two to three feet of water.[31] The school was rebuilt in 1936 using Public Works Administration (PWA) funds and was still the only school in the Cypress School District.[32] Although rural communities like Waterville suffered less from the Depression, people still struggled. The needy were assisted by a variety of federal relief programs and many school children received free hot lunches.[33]

"In 1910, a local farmer named George Miller formed the Southern California Dairy Association, and by the 1940s, dairies emerged as the community's leading industry".[34] However, the World War II years brought many changes to the area as several military facilities moved nearby. These included the United States Naval Station in Los Alamitos (next to Cypress), the Seal Beach Ammunition Depot, the United States Naval Air Station in Santa Ana, the Santa Ana Army Air Base, and Irvine Park which was used as an Army training camp.[35] Aircraft plants and ship yards created jobs in nearby communities such as Long Beach and Santa Monica. The combination of new employment opportunities and men joining the armed services created a shortage of labor in the fields.[36] To alleviate the shortage, workers from Mexico were brought in through treaty arrangements and later German prisoners of war were used to harvest crops.[37]

After the war, returning GIs created such a big demand for housing in surrounding areas that many farmers relocated to Waterville.[38] By the late 1940s, Waterville was the third largest dairy district in the country.[39] When it incorporated in 1956, it took the name Dairy City.[40] In the 1950s, Dairy City (now Cypress), Dairyland (now La Palma), and Dairy Valley (now Cerritos) were collectively known as

29 Carpenter, Virginia. 2003. *Ranchos of Orange County: Chronologies of Early California.* Produced in cooperation with Jane Mueller. California: The Paragon Agency Publishers.
30 Ibid.
31 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History.* News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
32 Epting, Charles. 2014. *The New Deal in Orange County California. South Carolina:* The History Press.
33 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History.* News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
34 Ibid.
35 Ibid.
36 Ibid.
37 Ibid.
38 Ibid.
39 Ibid.
40 Epting, Charles. 2014. *The New Deal in Orange County California. South Carolina:* The History Press.

"Moo-Valley".[41] In 1957, the city's name was changed to Cypress.[42] In the 1960s, skyrocketing real estate prices in Moo Valley resulted in an exodus of dairy farmers to Riverside County.[43]

4.2.2.3 Los Alamitos Race Course

In 1947, Frank Vessels, Sr., built a race track on his 435-acre ranch and stallion farm in present-day Cypress.[44] It was initially used for training and match racing the Quarter Horses (QH) he bred there, but by the Spring, Vessels' new race track "located two miles west of Stanton on Katella Road near the Los Alamitos Air Station" began to host motorcycle races sanctioned by the American Motorcycle Association.[45] In August 1947, a crowd variously estimated at between one and two thousand showed up to watch the first full card of QH racing, six non-pari-mutuel races (fans could not bet on the horses). Soon the QH races became a weekly event.[46] At that time, the track was located a little southwest of where it is today in an area between Vessels' home and the railroad tracks. The area is now developed with Ovation at Flora Park, a 55+ residential community.

Attendance at the QH races was so high that Vessels had to scale back the races to once a month. During this time, it was only legal to bet on thoroughbred (TB) horse races and standardbreds (trotters), because the sport generated State tax revenues, which were used, among other things, to improve the breeds. In 1948, the State Attorney General ruled that Quarter Horse racing was legal based on current law, because by then registered Quarter Horses were a recognized breed. Despite this ruling, the California Horse Racing Board (CHRB), which was controlled by the breeders of thoroughbreds, refused to allow betting on QH races.[47] This prompted the QH breeders to organize. Vessels founded and became president of the Pacific Coast Quarter Horse Association, an affiliate of the national association, and began lobbying Sacramento for pari-mutuel wagering on Quarter Horses.[48] The State Legislature passed a bill allowing the State's six major tracks to include one Quarter Horse race per day. Bay Meadows at San Mateo was the first, carding 25 sprints.[49] Finally, the CHRB agreed to pari-mutuel betting on QH races. This had a profound impact on the sport of horse racing and the industry of horse breeding in California.

In December 1951, the first pari-mutuel all-Quarter Horse meet was held at Vessels' track, with more than 400 sprinters from various states and over 4,100 spectators the first day.[50] On closing

41 Wheeler, Eileen, and Dr. Warren Beck. *City of Cypress History.* News-Enterprise Archives. Website: http://www.cypressca.org/home/showdocument?id=6 (accessed January 10, 2023).
42 Ibid.
43 Whiting, David. 2015. *Cypress Evolves from Cow Town to Community Town*. The Orange County Register. Website: https://www.ocregister.com/2015/08/04/whiting-cypress-evolves-from-cow-town-to-community-town/ (accessed January 10, 2024).
44 Long Beach Press-Telegram. 1947. *Cycle Club Bills Races on New Vessels Track*. page 16.
45 Ibid.
46 Chamberlain, Richard. 2000. *Los Alamitos Race Course 50 Years of Racing 1951-2000.* Brochure provided by Facilities Manager, Frank Sherran, June 2022.
47 Ibid.
48 Ibid.
49 Ibid.
50 Ibid.

day, more than 7,000 fans showed up, indicating that Quarter Horse racing would maintain its popularity.[51] In 1952, *Monita* and *Black Easter Bunny* won "divisions of the first Los Alamitos Invitational Championship, then called the California Championship".[52]

By 1953, a new track was under construction northwest of the original track (Historicaerials.com var.[53]). The new track (in the current location) opened in 1954 in time for the Fall meet and soon became the "premier Quarter Horse track in the country".[54] By 1959, Los Alamitos Race Course was the second largest revenue generator in the City of Cypress. Frank Vessels, Sr., was inducted into the American Quarter Horse Association Hall of Fame (1989). Los Alamitos Race Course is the premiere Quarter Horse (QH) race track in California, hosting the Champion of Champion stakes race since 1972 ($750,000 purse, 440 yards distance.) The golden age of horse racing came to an end around 1970, when attendance declined due to off track betting (OTB) and competition from other forms of entertainment. The track stayed in the Vessels family until 1984, when it was sold to Hollywood Park.[55] By 1989, it was under a new ownership group, including Edward Allred, that soon began a series of renovations to the buildings and the track's interior.[56] Although Los Alamitos Race Course has sustained alterations to most, if not all, of its buildings and features, including the oval, it retains enough integrity to convey an association with the historic period. All major features remain including the grandstand, barns, clubhouse, and, of course, the race track itself. The period of significance for Los Alamitos Race Course is 1954, when the track was built at the current location, to 1970, which is the end of the golden age of horse racing.

4.2.2.4 Lincoln Avenue

Lincoln Avenue runs east to west across Cypress and is the City's major commercial corridor. Rather than characteristic groupings of activity along Lincoln Avenue, the corridor contains a dispersion of low intensity commercial uses. Current land uses include commercial retail, service oriented, office, and residential uses.[57] In order to rectify Lincoln Avenue's fragmented land use pattern, the City adopted a Redevelopment Plan in 1990 that was intended to enhance the visual character and economic vitality of the Lincoln Avenue area. A Specific Plan was enacted in 1993, which heavily valued citizen input. In order to enhance the attractiveness of the corridor, structures located along Lincoln Avenue are subject to strict development guidelines as laid out in the Specific Plan.

Most of the properties along the Lincoln Avenue corridor have sustained alterations and are therefore unlikely to be significant as exceptional examples of architectural styles. However, they

51 Ibid.
52 Ibid.
53 Historicaerials.com. var. Historic aerial photographs of the Los Alamitos Race Course property. Website: https://www.historicaerials.com/viewer (accessed January 10, 2024).
54 Chamberlain, Richard. 2000. *Los Alamitos Race Course 50 Years of Racing 1951-2000.* Brochure provided by Facilities Manager, Frank Sherran, June 2022.
55 Ibid.
56 Los Angeles Times. 1991. Los Alamitos: Track Celebrates 40th Anniversary. Website: https://www.latimes.com/archives/la-xpm-1991-12-04-sp-244-story.html (accessed November 2022).
57 City of Cypress. 1998. Lincoln Avenue Specific Plan. Website: https://www.cypressca.org/home/showpublisheddocument/9679/637363678383730000 (accessed May 2023).

may represent an important property type or contribute to an important pattern of development. Resources associated with patterns of development would most likely be part of a collection of similar, geographically linked resources that would form a historic district. Examples might be a collection of commercial resources that illustrate the importance of Lincoln Avenue as a commercial corridor during a specific period in history or a group of residences that exemplify the characteristics of residential development during a particular time-period. As described earlier in this section, the post- World War II era would be an example of a period of rapid residential development in the City.

4.2.3 Regulatory Setting

4.2.3.1 Federal Regulations

The National Historic Preservation Act of 1966 (NHPA). The NHPA requires that the federal government list significant historic resources on the National Register of Historic Places (National Register). Federal agencies must consult the National Register when planning to undertake or grant approval through permits for a project. Prior to the issuance of any license or implementation of any project, the federal agency must consider the effects of a project or license on any historical buildings, sites, structures, or objects that are included on, or eligible for inclusion on, the National Register (16 United States Code [USC] Section 470(f)). This typically includes consultation with the federal agency responsible for the undertaking; the State Historic Preservation Officer (SHPO); local Native American groups and individuals; local and State historical societies and organizations; and relevant archival sources, including the appropriate facility of the California Historical Resources Information System (CHRIS). A cultural resource is evaluated for eligibility for listing in the National Register according to four criteria. These criteria generally require that the resource be 50 years of age or older and significant at the local, State, or national level according to one or more of the following:

A. It is associated with events that have made a significant contribution to the broad patterns of our history;

B. It is associated with the lives of persons significant in our past;

C. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values, or that represent a significant and distinguishable entity whose components lack individual distinction; and/or

D. It has yielded, or may be likely to yield, information important to prehistory or history.

Properties that are not 50 years of age or older must have “exceptional significance” in accordance with National Register Criteria Considerations. The National Register also requires that a resource possess integrity, which is defined as “the ability of a property to convey its significance.” The aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. To determine which of these factors are most important will depend on the particular National Register criterion under which the resource is considered eligible for listing.

The Native American Graves Protection and Repatriation Act (NAGPRA). The NAGPRA (Public Law 101-601; 25 USC 3001-3013) describes the rights of Native American lineal descendants, Indian tribes, and Native Hawaiian organizations with respect to the treatment, repatriation, and disposition of Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony, referred to collectively in the statute as cultural items, with which they can show a relationship of lineal descent or cultural affiliation. It requires that federal agencies and museums receiving federal funds inventory holdings of Native American human remains and funerary objects and provide written summaries of other cultural items.[58]

4.2.3.2 State Regulations

California Health and Safety Code (HSC) Section 7050.5. California HSC Section 7050.5 states that, in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the Coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the Coroner's authority. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Public Resources Code Section 5097.5. PRC Section 5097.5 provides for the protection of cultural resources and prohibits the removal, destruction, injury, or defacement of archaeological features on any lands under the jurisdiction of State or local authorities.

California Register of Historical Resources (PRC Section 5020 et seq.). State law also protects cultural resources by requiring evaluations of the significance of prehistoric and historic resources in CEQA documents. A cultural resource is an important historical resource if it meets any of the criteria found in *State CEQA Guidelines* Section 15064.5(a). These criteria are nearly identical to those for the National Register, which are listed above under Section 4.2.3.1, Federal Regulations.

The SHPO maintains the California Register. Properties listed, or formally designated eligible for listing, on the National Register are nominated to the California Register and then selected to be listed on the California Register, as are State Landmarks and Points of Interest.

The California Register criteria are based on National Register criteria. For a property to be eligible for inclusion in the California Register, one or more of the following criteria must be met:

1. It is associated with the events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;

2. It is associated with the lives of persons important to local, California, or national history;

[58] National Park Service (NPS). The Native American Graves Protection and Repatriation Act (NAGPRA). Website: https://www.nps.gov/archeology/tools/laws/nagpra.htm (accessed January 10, 2024).

3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values; and/or

4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

In addition to meeting one or more of the above criteria, the California Register requires that sufficient time has passed since a resource's period of significance to "obtain a scholarly perspective on the events or individuals associated with the resource." Fifty years is used as a general estimate of time needed to develop the perspective to understand the resource's significance (California Code of Regulations [CCR] 4852[d][2]).

The California Register also requires that a resource possess integrity, which is defined as "the authenticity of an historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance" (California Office of Historic Preservation [OHP] 1999:2)[59]. To retain integrity, a resource should have its original location, design, setting, materials, workmanship, feeling, and association. Which of these factors is most important depends on the particular criterion under which the resource is considered eligible for listing.[60]

4.2.3.3 Regional Regulations

There are no regional regulations that are applicable to cultural resources relevant to the proposed project.

4.2.3.4 Local Regulations

Cypress General Plan. The Conservation/Open Space/Recreation (COSR) Element of the Cypress General Plan identifies goals and policies related to cultural resources (and includes references to paleontological resources). Goal COSR-5 is to "preserve Cypress' archaeologic and palaeontologic resources".[61] COSR-5.1 and COSR-5.2 were identified as policies in order to achieve Goal COSR-5. Policy COSR-5.1 is "to update records of resource finds and locations when required"[62] and COSR-5.2 states that "[p]rior to development in previously undeveloped areas, [the City will] require strict adherence to the CEQA guidelines for environmental documentation and mitigation measures where development will affect archaeological or paleontological resources."[63]

However, the City's General Plan does not identify any historic resources and does not contain any specific policies to protect historic resources. In fact, the City's General Plan states that a record search was conducted by the Regional Information Center at UCLA on November 1, 1991, and

59 California Office of Historic Preservation (OHP). 1999. California Register and National Register: A Comparison (for purposes of determining eligibility for the California Register), OHP Technical Assistance Series #6.

60 Ibid.

61 City of Cypress. 2001. Conservation/Open Space/Recreation Element. Website: https://www.cypressca.org/home/showpublisheddocument/686/636123123792970000 (accessed January 10, 2024).

62 Ibid.

63 Ibid.

yielded negative results for any recorded prehistoric or historic sites. This search also involved a review of maps from the years 1896–1942, which showed a high volume of development between 1942 and 1996. The City contains no National Register listed or eligible properties, or any State Landmarks.

4.2.4 Thresholds of Significance

The thresholds for cultural resources impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to cultural resources if it would:

Threshold 4.2.1: Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Threshold 4.2.2: Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Threshold 4.2.3: Disturb any human remains, including those interred outside of dedicated cemeteries?

As discussed in Section 4.5 of the Initial Study prepared for the proposed project (Appendix B), the proposed project would result in less than significant impacts to archaeological resources (Threshold 4.2.2) and human remains (Threshold 4.2.3) with the incorporation of Regulatory Compliance Measures (RCM) CUL-1 and RCM CUL-2, respectively. Therefore, these topics are not further addressed below.

4.2.5 Project Impacts

Threshold 4.2.1: Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Less Than Significant Impact. Several of the opportunity sites for residential development identified in the City of Cypress' General Plan 2021–2029 Housing Element overlap with the Los Alamitos Race Course, which qualifies as a historical resource for the purposes of CEQA, as discussed in detail below. Additionally, several of the opportunity sites contain structures along Lincoln Avenue that are of historic age or could be of historic age upon redevelopment.

Los Alamitos Race Course. The approximately 125-acre Los Alamitos Race Course (LARC) property is located within the CTCC Specific Plan, which would be rezoned under the proposed project in order to accommodate additional residential development consistent with the City's RHNA allocation as described in the updated 2021–2029 Housing Element.

For the purposes of this assessment, the area considered to be part of LARC includes the track itself (including the 1954 quarter-mile chute, the pre-1970 smaller track, and the post-1970 expanded track), grandstands, barns/stables, offices, parking lots, and other built environment features associated with the course. To determine the potential effects of the project on historic resources, a Historic Resources Assessment (HRA) was prepared in October 2023. The HRA included archival research, an intensive-level field survey, and an evaluation of the LARC under the criteria for listing

in the National Register of Historic Places (National Register) and California Register of Historical Resources (California Register). Upon these evaluations, the LARC was determined to be eligible for both the National Register and the California Register. These eligibilities stem from the LARC's association with the establishment and success of organized Quarter House racing in California (National Register Criterion A/California Register Criterion 1) and with Frank Vessels, Sr., who had a profound impact on quarter horse racing and breeding in California (National Register Criterion B and California Register Criterion 2). California Department of Parks and Recreation (DPR) 523 series forms recording and evaluating the site as a historic resource were prepared and are attached as an appendix to the HRA (Appendix D of this PEIR).

Based on the Historic Resources Assessment's findings, the Los Alamitos Race Course is considered a "historical resource" for the purposes of CEQA. Based on the boundaries of the opportunity sites within the Cypress Town Center and Commons (see Figure 3-3, Opportunity Sites, as provided in Chapter 3.0, Project Description), several areas bordering and overlapping with the LARC (see Figure 3-4, Cypress Town Center and Commons Specific Plan 2.0 Planned Land Uses, also in Chapter 3.0) would allow for increased residential densities. These parcels' close proximity and/or overlap with the Los Alamitos Race Course would potentially adversely affect the LARC's current structure and operations under future development scenarios.

This PEIR evaluates a programmatic update to the City's General Plan, the Lincoln Avenue Specific Plan, the CTCC Specific Plan, the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and Zoning Ordinance that represents a policy action and does not propose any physical development at this time. Further, the specific location and configuration of future development within the LARC opportunity sites has not yet been determined and is not under consideration as part the programmatic update. Future development within these sites would be subject to adopted development guidelines/standards as well as project-specific CEQA evaluations in which impacts to the LARC would be evaluated in greater detail and mitigated as necessary. As such, the proposed project would have less than significant impacts to the LARC as a historical resource.

Lincoln Avenue. Lincoln Avenue is of particular interest due to the presence of historic-age structures (built in 1980 or earlier; 50 years of age as of 2029) along the corridor. Lincoln Avenue is located within the Lincoln Avenue Specific Plan, which would be rezoned under the proposed project in order to accommodate residential development consistent with the City's RHNA allocation as described in the updated 2021–2029 Housing Element.

To determine the potential effects of the project on historic resources, a Sensitivity Study was prepared on November 22, 2022. As noted in the Sensitivity Study, 117 properties were designated as potentially directly impacted as they are located on an opportunity site and 143 properties were designated as potentially indirectly impacted as they are located within close proximity to an opportunity site.

Reviews of the National Register of Historic Places (National Register; current through 2020), the National Register weekly lists (through July 15, 2022), and the California Office of Historic

Preservation's (OHP) Built Environment Resources Database[64] found that none of the properties were listed or eligible for listing in the databases. A structure at 5162 Alaska Avenue, a potentially indirectly affected site, was evaluated and found ineligible for listing in the California Register or for local designation.

The virtual field survey identified certain structures with greater potential for historical significance than others based on factors such as property type, architecture, and grouping. Properties listed in Tables 4.2.A and 4.2.B have been identified as properties that appear to have a greater potential for historical significance than other historic-period resources in the Historic Resource Impact Area.

Table 4.2.A: Opportunity Sites – Potentially Significant

APN	Address	Year Built	Property	Potential Significance
244-361-04	4656 Lincoln Avenue	1952	Hyatt Die Cast (COM)	Post-WWII commercial development; association with local economy
244-051-09	4872 Lincoln Avenue	1929	SFR	Inter-war pattern of development
244-071-09	5200 Lincoln Avenue	1936	Calvary Old Path Church	Architecture
244-461-06	5302 Lincoln Avenue	1924	American Rental (SFR converted to COM)	Inter-war pattern of development; architecture
244-461-07	5312 Lincoln Avenue	1926	J.D. Coulter Company (SFR converted to COM)	Inter-war pattern of development
244-461-09	5332 Lincoln Avenue	1923	SFR	Inter-war pattern of development.
244-461-10	5342 Lincoln Avenue	1952	Made in the Shade (COM)	Post-WWII pattern of development
262-424-10	5381 Lincoln Avenue	1970	Sound Avenue and sign (COM)	Post-WWII pattern of development
262-424-11	5391 Lincoln Avenue	1965	Lincoln Animal Hospital (COM)	Post-WWII commercial development
244-471-06	5500 Lincoln Avenue	1968	Juanito's Mexican Food (COM)	Post-WWII commercial development; property type
262-472-33	5591 Lincoln Avenue	1968	Dalton's Café (COM)	Post-WWII commercial development
262-472-35	5641 Lincoln Avenue	1971	Family Dentist (COM)	Architecture
262-472-37	5661 Lincoln Avenue	1948	Driving School (COM)	Post-WWII pattern of development
244-472-05	5662 Lincoln Avenue	1961	Peacock Motel and sign	Tourism; property type
244-472-06	5682 Lincoln Avenue	1963	Cloud 99 motel and sign	Tourism; property type
134-011-55	6046 Lincoln Avenue	1961	Paw House Pet Grooming and sign (COM)	Post-WWII commercial development
262-473-02	8972 Walker Street	1928	COM	Inter-war pattern of development

Source = Compiled by LSA (2023).
APN = Assessor's Parcel Number
COM = Commercial
SFR = Single-family residential

[64] California Office of Historic Preservation (OHP). 2020. Built Environment Resources Database (BERD). March 2020.

Table 4.2.B: Potential Impact Areas - Potentially Significant

APN	Address	Year Built	Property	Potential Significance
262-361-39	5172 Alaska Avenue	1960	SFR	Post-WWII residential development
244-042-21	9302 Alderbury Street	1965	SFR	Post-WWII residential development
244-461-17	5301 Bishop Street	1927	SFR	Architecture
244-461-16	5311 Bishop Street	1927	SFR/MFR	Architecture
244-061-22 through 244-061-25 and 244-061-55 through 244-061-59	9141-9221 Julie Beth Street	1965–1966	SFR	Post-WWII residential development
244-481-01	5762 Lincoln Avenue	1971	Post Office	Architecture
244-042-15 through 244-042-020	4681-4751 Newman Avenue	1965	SFR	Post-WWII residential development
244-361-08 through 244-361-021	9100-9230 Whitney Way	1968	SFR	Post-WWII residential development

Source = Compiled by LSA (2023).
APN = Assessor's Parcel Number
MFR = Multi-family residential
SFR = Single-family residential

Typically, historic-period resources are those elements of the built environment that are 50 years of age or older (i.e., built prior to 1973). However, in order to extend the life of the historic resources analysis, historic-period resources have been defined for the proposed project as those built prior to 1980 (i.e., those that will be 50 years of age in 2029). Ultimately, findings from the research and virtual field survey reveal that a total of 186 properties in the Historic Resource Impact Area that are currently developed with historic-period (pre-1980) buildings. Further, some of the residences included in the Historic Resource Impact Area may contribute to important patterns of residential development. Therefore, the sensitivity for historic resources along Lincoln Avenue was categorized as high in the Sensitivity Study.

Under the proposed project, several opportunity sites along the Lincoln Avenue Corridor would be rezoned for residential use, allowing for up to 30 dwelling units per acre. Therefore, it is reasonable to assume that some existing structures would be demolished or repurposed in order to construct the higher density dwelling units planned by the City to meet its RHNA allocation under the 2021–2029 General Plan Housing Element Update. Because the structures are the potential source of their historical significance, demolition could potentially adversely affect their historical value.

The specifications of future residential build out along Lincoln Avenue are not yet known and no physical development is proposed at this time as part of the project. However, at such time that future development proposals at the opportunity sites are considered, those development projects would be subject to adopted development guidelines/standards. This development would include mandatory CEQA review for any development requiring discretionary approval. As such, the proposed project would have less than significant impacts to the Lincoln Avenue opportunity sites as potential historical resources.

The proposed project is a programmatic update to the City's General Plan, the Lincoln Avenue Specific Plan, the CTCC Specific Plan, the CBPC Specific Plan, and Zoning Ordinance and would not directly result in physical development. Further, the specific location and configuration of future development at the LARC and Lincoln Avenue opportunity sites have not yet been determined and are not under consideration as part the programmatic update. As such, impacts to historical resources under the proposed project would be less than significant, and no mitigation is required.

4.2.6 Level of Significance Prior to Mitigation

The proposed project would result in less than significant impacts related to cultural resources.

4.2.6.1 Regulatory Compliance Measures

As stated above under Section 4.2.4, Thresholds of Significance, the proposed project would result in less than significant impacts to archaeological resources (Threshold 4.2.2) and human remains (Threshold 4.2.3) with the incorporation of Regulatory Compliance Measures RCM CUL-1 and RCM CUL-2, respectively. These Regulatory Compliance Measures were identified in the Initial Study and would not apply to the discussion of Threshold 4.2.1 discussed in this section. However, they are listed below, as they pertain to the Cultural Resources topic.

Regulatory Compliance 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. 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-2

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 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.

4.2.7 Level of Significance after Mitigation

No mitigation is required. The proposed project would not result in potentially significant impacts related to cultural resources.

4.2.8 Cumulative Impacts

Defined in Section 15130 of the *State CEQA Guidelines*, cumulative impacts are the incremental effects of an individual project when viewed in connection with the effects of past, current, and reasonably foreseeable projects in an area of interest.

According to the CTCC Specific Plan, more than 1,000 residential units could potentially be developed within the CTCC Specific Plan's Residential District, Senior Housing/Medium-Density Residential District, and the Mixed-Use District.[65] Because the Residential District encompasses the

[65] City of Cypress. 2017. Cypress Town Center and Commons Specific Plan 2.0. Website: https://www.cypressca.org/home/showpublisheddocument/9683/637363679477400000 (accessed May 2023).

Los Alamitos Race Course, residential development of this scale would encroach upon the LARC property. Further, as discussed in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, the 2045 General Plan build-out assumptions used for the proposed project's cumulative impact analysis are based upon anticipated growth allowed under the City's General Plan in conjunction with the City's Transportation Analysis Zones (TAZs) land use assumptions. Under these assumptions, 1,742 new households could be developed on and around the site of the Los Alamitos Race Course, which was identified in this section's analysis as a historically significant cultural resource. Because this development is reasonably foreseeable, the loss of the LARC would have the potential to occur regardless of whether or not the proposed project moves forward. Though certain areas of the Cypress Town Center and Commons Specific Plan 2.0 could potentially be developed with minimal impacts to the LARC, the full anticipated 2045 General Plan build-out could result in potentially significant impacts to the historical resource. As the proposed project does not include any physical development of the LARC, it would be speculative to evaluate the potential impacts of future development on the LARC as a historic resource without understanding the proposed design and configuration of such development and how it would address the existing structures and other physical features on the LARC property. These potential impacts to the LARC would be evaluated on a project-specific basis as future development projects are proposed.

Further, each development proposal received by the City that requires discretionary approval shall be subject to the requirements of CEQA, including an environmental review, if applicable. If there were any potential for significant impacts to cultural resources as a result of reasonably foreseeable development projects in Cypress, an investigation would be required to determine the nature and extent of the resources and to identify appropriate mitigation measures. As such, the proposed project's contribution to cumulative impacts would be less than significant.

4.3 ENERGY

This section discusses energy use resulting from implementation of the 2021–2029 Cypress Housing Element Implementation Project (project) and evaluates whether the proposed project would result in the wasteful, inefficient, or unnecessary consumption of energy resources or conflict with any applicable plans for renewable energy and energy efficiency.

4.3.1 Methodology

The proposed project does not propose or approve any specific development projects. Under current zoning, the City has the capacity to accommodate the development of up to 1,946 new housing units, which includes 504 housing units that are already entitled and/or under construction. Therefore, the proposed rezoning action that is part of the project would increase the City's development capacity to 4,260 units or an increase of 2,314 units compared to the City's existing planning and zoning documents. As such, future development of the additional 2,314 units associated with the proposed project would result in energy demand associated with construction and operational sources.

The energy use analysis in this section is based on information from the California Emissions Estimator Model (CalEEMod) version 2022.1.1.14 modeling results in Appendix E of this Draft Program Environmental Impact Report (PEIR). Operational fuel consumption (diesel fuel and gasoline) from vehicle trips was estimated for the horizon year (2045) of the proposed project based on trip estimates from CalEEMod and fuel efficiencies from the California Air Resources Board's (CARB) EMission FACtor Model (EMFAC2021) model. Estimates of fuel consumption (diesel fuel and gasoline) from construction trucks and construction worker vehicles were based on trip estimates from CalEEMod and fuel efficiencies from the CARB EMFAC2021 model.

The analysis focuses on the four sources of energy that are relevant to the proposed project: electricity, natural gas, the equipment fuel necessary for project construction, and vehicle fuel necessary for project operations. For the purposes of this analysis, the amount of electricity, natural gas, construction fuel, and fuel use from operations are quantified and compared to that consumed in Orange County. The electricity/natural gas use of the proposed project is analyzed as a whole on an annual basis.

4.3.2 Existing Environmental Setting

4.3.2.1 Electricity

Electricity is a man-made resource. The production of electricity requires the consumption or conversion of energy resources (including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources) into energy. Electricity is used for a variety of purposes (e.g., lighting, heating, cooling, and refrigeration, and for operating appliances, computers, electronics, machinery, and public transportation systems).

According to the most recent data available, in 2020, California's electricity was generated primarily by natural gas (37.06 percent), renewable sources (33.09 percent), large hydroelectric (12.21 percent), nuclear (9.33 percent), coal (2.74 percent), and other and unspecified sources. Total

electric generation in California in 2020 was 272,576 gigawatt-hours (GWh), down 2 percent from the 2019 total generation of 277,704 GWh.[1]

The City 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 (sq mi) area of Central, coastal, and Southern California.[2] According to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 103,045 GWh (36,375 GWh for the residential sector and 51,057 GWh for the non-residential sector). Total electricity consumption in Orange County in 2021 was 18,931.8 GWh (18,931,838,624 kilowatt-hours (kWh).[3]

4.3.2.2 Natural Gas

Natural gas is a non-renewable fossil fuel. Fossil fuels form when layers of decomposing plant and animal matter are exposed to intense heat and pressure under the surface of the Earth over millions of years. Natural gas is a combustible mixture of hydrocarbon compounds (primarily methane) that is used as a fuel source. Natural gas is found in naturally occurring reservoirs in deep underground rock formations. Natural gas is used for a variety of uses (e.g., heating buildings, generating electricity, and powering appliances such as stoves, washing machines and dryers, gas fireplaces, and gas grills).

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.[4]

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 sq mi service area throughout Central and Southern California, from Visalia to the Mexican border.[5] According to the CEC, total natural gas consumption in the SoCalGas service area in 2021 was 6,755 million therms (2,308 million therms for the residential sector). Total natural gas consumption in Orange County in 2021 was 580 million therms (580,187,556 therms).[6]

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1 California Energy Commission (CEC). 2021a. *2020 Total System Electric Generation*. Website: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2020-total-system-electric-generation (accessed June 2023).

2 Southern California Edison (SCE). 2020. About Us. Website: https://www.sce.com/about-us/who-we-are (accessed June 2023).

3 California Energy Commission (CEC). 2020a. Electricity Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/elecbycounty.aspx and http://www.ecdms.energy.ca.gov/elecbyutil.aspx (accessed June 2023).

4 CEC. 2021c. 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 June 2023).

5 Southern California Gas Company (SoCalGas). 2020. About SoCalGas. Website: https://www3.socalgas.com/about-us/company-profile (accessed June 2023).

6 CEC. 2020b. Gas Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx and http://www.ecdms.energy.ca.gov/gasbyutil.aspx (accessed June 2023).

4.3.2.3 Petroleum/Transportation Energy

Petroleum is also a non-renewable fossil fuel. Petroleum is a thick, flammable, yellow-to-black mixture of gaseous, liquid, and solid hydrocarbons that occurs naturally beneath the earth's surface. Petroleum is primarily recovered by oil drilling. It is refined into a large number of consumer products, primarily fuel oil, gasoline, and diesel.

The average fuel economy for light-duty vehicles (autos, pickups, vans, and sport utility vehicles) in the United States has steadily increased from about 14.9 miles per gallon (mpg) in 1980 to 22.9 mpg in 2020.[7] Federal fuel economy standards have changed substantially since the Energy Independence and Security Act was passed in 2007. The Act, which originally mandated a national fuel economy standard of 35 mpg by year 2020,[8] applies to cars and light trucks of Model Years 2011 through 2020. In March 2020, the United States Environmental Protection Agency and National Highway Traffic Safety Administration (NHTSA) finalized the Corporate Average Fuel Economy (CAFE) standards for Model Years 2024–2026 Passenger Cars and Light Trucks, further detailed below.

Gasoline is the most used transportation fuel in California, with 97 percent of all gasoline 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.[9] Of the total gasoline consumption, 273,289 thousand barrels or 1,380.7 trillion BTU were consumed for transportation.[10] Based on fuel consumption obtained from CARB's EMFAC2021, approximately 1.230 billion gallons of gasoline and approximately 156 million gallons of diesel will be consumed from vehicle trips in Orange County in 2023.

4.3.3 Regulatory Setting

4.3.3.1 Federal Regulations

Energy Policy Act of 2005. The Energy Policy Act of 2005 seeks to reduce reliance on non-renewable energy resources and provide incentives to reduce current demand on these resources. For example, under this Act, consumers and businesses can obtain federal tax credits for purchasing fuel-efficient appliances and products (including hybrid vehicles), building energy-efficient buildings, and improving the energy efficiency of commercial buildings. Additionally, tax credits are available for the installation of qualified fuel cells, stationary microturbine power plants, and solar power equipment.

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7 United States 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 June 2023).

8 United States Department of Energy. 2007. "Energy Independence & Security Act of 2007." Website: https://www.afdc.energy.gov/laws/eisa (accessed June 2023).

9 A British Thermal Unit is defined as the amount of heat required to raise the temperature of 1 pound of water by 1 degree Fahrenheit.

10 United States Department of Energy, Energy Information Administration (EIA). 2021a. California State Profile and Energy Estimates. Table F3: Motor gasoline consumption, price, and expenditure estimates, 2020. Website: eia.gov/state/seds/data.php?incfile=/state/seds/sep_fuel/html/fuel_mg.html&sid=CA (accessed June 2023).

Corporate Average Fuel Economy Standards. On March 31, 2022, the National Highway Traffic Safety Administration finalized the CAFE standards for Model Years 2024–2026 Passenger Cars and Light Trucks. The amended CAFE standards would require an industry-wide fleet average of approximately 49 mpg for passenger cars and light trucks in model year 2026 by increasing fuel efficiency by 8 percent annually for model years 2024–2025, and 10 percent annually for model year 2026. The final standards are estimated to save about 234 billion gallons of gas between model years 2030 to 2050.

4.3.3.2 State Regulations

Assembly Bill 1575, Warren-Alquist Act. In 1975, largely in response to the oil crisis of the 1970s, the State Legislature adopted Assembly Bill (AB) 1575 (also known as the Warren-Alquist Act), which created the CEC. The statutory mission of the CEC is to forecast future energy needs; license power plants of 50 megawatts or larger; develop energy technologies and renewable energy resources; plan for and direct State responses to energy emergencies; and, perhaps most importantly, promote energy efficiency through the adoption and enforcement of appliance and building energy efficiency standards. AB 1575 also amended Public Resources Code Section 21100(b)(3) and *State CEQA Guidelines* Section 15126.4 to require EIRs to include, where relevant, mitigation measures proposed to minimize the wasteful, inefficient, and unnecessary consumption of energy caused by a project. Thereafter, the State Resources Agency created Appendix F to the *State CEQA Guidelines*. Appendix F assists EIR preparers in determining whether a project will result in the inefficient, wasteful, and unnecessary consumption of energy. Appendix F of the *State CEQA Guidelines* also states that the goal of conserving energy implies the wise and efficient use of energy and the means of achieving this goal, including (1) decreasing overall per capita energy consumption; (2) decreasing reliance on fossil fuels such as coal, natural gas, and oil; and (3) increasing reliance on renewable energy sources.

Senate Bill 1389, Energy: Planning and Forecasting. In 2002, the State 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 (ZEVs) and their infrastructure needs, and encouragement of urban designs that reduce vehicle miles traveled (VMT) and accommodate pedestrian and bicycle access.

In compliance with the requirements of SB 1389, the CEC adopts an Integrated Energy Policy Report every 2 years and an update every other year. The most recently adopted report includes the *2021 Integrated Energy Policy Report*[11] and the *2022 Integrated Energy Policy Report Update.*[12] The *Integrated Energy Policy Report* covers a broad range of topics, including decarbonizing buildings,

[11] CEC. 2022a. *2021 Integrated Energy Policy Report*. California Energy Commission. Docket Number 21-IEPR-01.

[12] CEC. 2022b. *2022 Integrated Energy Policy Report Update*. California Energy Commission. Docket Number 22-IEPR-01.

integrating renewables, energy efficiency, energy equity, integrating renewable energy, updates on Southern California electricity reliability, climate adaptation activities for the energy sector, natural gas assessment, transportation energy demand forecast, and the California Energy Demand Forecast. The *Integrated Energy Policy Report* provides the results of the CEC's assessments of a variety of energy issues facing California. Many of these issues will require action if the State is to meet its climate, energy, air quality, and other environmental goals while maintaining energy reliability and controlling costs.

Renewable Portfolio Standards. SB 1078 established the California Renewable Portfolio Standards program in 2002. SB 1078 initially required that 20 percent of electricity retail sales be served by renewable resources by 2017; however, this standard has become more stringent over time. In 2006, SB 107 accelerated the standard by requiring that the 20 percent mandate be met by 2010. In April 2011, SB 2 required that 33 percent of electricity retail sales be served by renewable resources by 2020. In 2015, SB 350 established tiered increases to the Renewable Portfolio Standards of 40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. In 2018, SB 100 increased the requirement to 60 percent by 2030 and required that all State's electricity to come from carbon-free resources by 2045. SB 100 took effect on January 1, 2019.[13]

Title 24, California Building Code. Energy consumption by new buildings in California is regulated by the Building Energy Efficiency Standards, embodied in Title 24 of the California Code of Regulations (CCR), known as the California Building Code (CBC). The CEC first adopted the Building Energy Efficiency Standards for Residential and Nonresidential Buildings in 1978 in response to a legislative mandate to reduce energy consumption in the State. The CBC is updated every 3 years, and the current 2022 CBC went into effect on January 1, 2023. The efficiency standards apply to both new construction and rehabilitation of both residential and non-residential buildings, and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. The building efficiency standards are enforced through the local building permit process. Local government agencies may adopt and enforce energy standards for new buildings, provided these standards meet or exceed those provided in CCR Title 24.

California Green Building Standards Code. In 2010, the California Building Standards Commission adopted Part 11 of the Title 24 Building Energy Efficiency Standards, referred to as the California Green Building Standards Code (CALGreen Code). The CALGreen Code took effect on January 1, 2011. The CALGreen Code is updated on a regular basis, with the most recent update consisting of the 2022 CALGreen Code standards that became effective January 1, 2023. The CALGreen Code established mandatory measures for residential and non-residential building construction and encouraged sustainable construction practices in the following five categories: (1) planning and design, (2) energy efficiency, (3) water efficiency and conservation, (4) material conservation and resource efficiency, and (5) indoor environmental quality. Although the CALGreen Code was adopted as part of the State's efforts to reduce greenhouse gas (GHG) emissions, the CALGreen Code standards have co-benefits of reducing energy consumption from residential and non-residential buildings subject to the standard.

[13] California Public Utilities Commission (CPUC). 2020. Renewables Portfolio Standard (RPS) Program. Website: https://www.cpuc.ca.gov/rps/ (accessed June 2023).

California Energy Efficiency Strategic Plan. On September 18, 2008, the California Public Utilities Commission (CPUC) adopted California's first Long-Term Energy Efficiency Strategic Plan, presenting a roadmap for energy efficiency in California. The Plan articulates a long-term vision and goals for each economic sector and identifies specific near-term, mid-term, and long-term strategies to assist in achieving those goals. The Plan also reiterates the following four specific programmatic goals known as the "Big Bold Energy Efficiency Strategies" that the CPUC established in Decisions D.07-10-032 and D.07-12-051:

- All new residential construction will be zero net energy (ZNE) by 2020.
- All new commercial construction will be ZNE by 2030.
- 50 percent of commercial buildings will be retrofitted to ZNE by 2030.
- 50 percent of new major renovations of State buildings will be ZNE by 2025.

4.3.3.3 Regional Regulations

There are no regional energy regulations that apply to the proposed project.

4.3.3.4 Local Regulations

Cypress Municipal Code. The City of Cypress has adopted the 2022 CALGreen Code and incorporated the CALGreen Code by reference into the City Municipal Code (Chapter 5, Buildings, Article 1, Building Code, Section 5-1 California Building Codes – Adopted).

Cypress General Plan Conservation/Open Space/Recreation Element. The following goals and policies are applicable to the proposed project:

COSR-3: Conserve energy resources through the use of available technology and conservation practices.

COSR-3.1: Encourage innovative site planning and building designs that minimize energy consumption by taking advantage of sun/shade patterns, prevailing winds, landscaping, and building materials.

COSR-3.2: Encourage new development and existing structures to install energy saving features.

4.3.4 Thresholds of Significance

The thresholds for energy impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to energy if it would:

Threshold 4.3.1: Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Threshold 4.3.2: Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

4.3.5 Project Impacts

Threshold 4.3.1: 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. Implementation of the proposed project would increase the demand for energy through day-to-day operations and fuel consumption associated with construction activities. This section discusses energy use resulting from implementation of the proposed project and evaluates whether the proposed project would result in the wasteful, inefficient, or unnecessary consumption of energy resources.

Construction. It is important to note that the proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

Construction activities associated with the construction of additional housing units that could occur with implementation of the project would occur through the horizon year 2045, which would cause fuel consumption associated with construction activities. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; comply with the requirements of CEQA; and obtain all necessary clearances and permits.

Construction activities would include grading, site preparation, building construction, architectural coating, and paving activities. Construction activities require energy associated with the manufacture and transportation of building materials, grading activities, and building construction. Construction activities also typically require electricity to power construction-related equipment and do not involve the consumption of natural gas.

Transportation energy represents the largest energy use during construction and would be from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction worker vehicles that would use petroleum fuels (e.g., diesel fuel and/or gasoline). Therefore, the analysis of energy use during construction focuses on fuel consumption. Construction trucks and vendor trucks hauling materials to and from a site would be anticipated to use diesel fuel, whereas construction workers traveling to and from a site would be anticipated to use gasoline-powered vehicles. Fuel consumption from transportation uses depends on the type and number of trips, VMT, the fuel efficiency of the vehicles, and the travel mode.

Information regarding specific development projects is not yet known; however, due to the scale of development activity associated with the proposed project, this analysis assumes that up to 2,314 additional housing units would be constructed over the approximately 22-year planning period. Construction emissions were estimated for the project using CalEEMod. This analysis assumes that construction of the additional housing units allowed under the proposed project would begin in 2023 and end in 2045, which was included in CalEEMod. Grading, site preparation, and building activities would involve the use of standard earthmoving equipment such as large excavators, cranes, and other related equipment.

Estimates of fuel consumption (diesel fuel and gasoline) from construction equipment, construction trucks, and construction worker vehicles were based on default construction equipment assumptions and trip estimates from CalEEMod and fuel efficiencies from EMFAC2021. Fuel consumption estimates are presented in Table 4.3.A. CalEEMod output sheets and detailed energy calculations are included in Appendix E of this PEIR.

Table 4.3.A: Construction Energy Consumption Estimates

Energy Type	Total Energy Consumption (gallons)
Gasoline	12,540,998.1
Diesel Fuel	3,993,660.6

Source: Compiled by LSA (June 2023).

As indicated in Table 4.3.A, the proposed project is estimated to consume 12,540,998.1 gallons of gasoline and 3,993,660.6 gallons of diesel fuel during construction. As discussed above, the proposed project would be constructed over an approximately 22-year planning period; therefore, when averaged over a 22-year period, the proposed project would consume 570,045.4 gallons of gasoline per year and 181,530.0 gallons of diesel fuel per year during construction. Based on fuel consumption obtained from EMFAC2021, 1.230 billion gallons of gasoline and approximately 156 million gallons of diesel will be consumed from vehicle trips in Orange County in 2023. Therefore, construction of the proposed project would increase the annual construction generated fuel use in Orange County by 0.1 percent for gasoline fuel usage and 0.1 percent for diesel fuel usage.

As such, project construction would have a negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. It is not expected that future residential development would include any unusual characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in the region or the State. In addition, construction activities are not anticipated to result in an inefficient use of energy, as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs. The proposed project would not cause or result in the need for additional energy facilities or an additional or expanded delivery system. For these reasons, fuel consumption during construction would not be inefficient, wasteful, or unnecessary.

Operation. As previously stated, the proposed project would not, in and of itself, entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

Operational activities associated with the additional housing units would result in energy demand associated with natural gas use, electricity consumption, and fuel used for vehicle trips. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; comply with the requirements of CEQA; and obtain all necessary clearances and permits.

Long-term operation-related energy consumption associated with the 2,314 additional housing units that would be allowed under the proposed project was calculated using CalEEMod. Energy and natural gas consumption was estimated for the project using default energy intensities in CalEEMod. In addition, the proposed project would also result in energy usage associated with gasoline and diesel fuel consumed by project-related vehicle trips. Trip generation rates for the proposed project were based on the project's trip generation estimates. The proposed project would generate 10,506 average daily trips. The amount of operational fuel use was estimated using CARB's EMFAC2021 model, which provided projections for typical daily fuel usage in Orange County.

Electricity, natural gas, and fuel usage estimates associated with the proposed project are shown in Table 4.3.B.

Table 4.3.B: Project Operational Energy Consumption Estimates

Energy Type	Annual Energy Consumption
Electricity Consumption (kWh/year)	8,482,740.0
Natural Gas Consumption (therms/year)	257,064.0
Automotive Fuel Consumption	
Gasoline (gallons/year)	920,640.0
Diesel Fuel (gallons/year)	111,188.8

Source: Compiled by LSA (June 2023).
kWh = kilowatt-hours

As shown in Table 4.3.B, the estimated potential increase in electricity demand associated with the 2,314 additional housing units that would be allowed under the proposed project is 8,482,740.0 kilowatt-hours per year. Total electricity consumption in Orange County in 2021 was 18,931.8 GWh (18,931,838,624 kilowatt-hours. Therefore, operation of the proposed project would increase the annual electricity consumption in Orange County by less than 0.1 percent.

As shown in Table 4.3.B, the estimated potential increase in natural gas demand associated with the 2,314 additional housing units is 257,064.0 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. All future residential development would be required to adhere to all federal, State, and local requirements for energy efficiency, including the latest Title 24 standards. Title 24 building energy efficiency standards establish minimum efficiency standards related to various building features, including appliances, water and space heating and cooling equipment, building insulation and roofing, and lighting, which would reduce energy usage. Impacts are considered less than significant, and no mitigation is required.

Construction of the 2,314 additional housing units that would be allowed under the proposed project would also result in energy usage associated with gasoline and diesel fuel consumed by project-related vehicle trips. As shown in Table 4.3.B, fuel use associated with the vehicle trips generated by the proposed project is estimated at approximately 920,640.0 gallons of gasoline and 111,188.8 gallons of diesel fuel per year. Based on fuel consumption obtained from EMFAC2021, approximately 1,230 million gallons of gasoline and approximately 156 million gallons of diesel will be consumed from vehicle trips in Orange County in 2023. Therefore, vehicle trips associated with the proposed project would increase the annual fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and approximately 0.1 percent for diesel fuel usage. 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.

Although the proposed project would result in an increase in demand for electricity, this increase would not require SCE to expand or construct infrastructure that could cause substantial environmental impacts because each of the opportunity sites are already served by utilities or directly adjacent to existing urban development. Similarly, natural gas infrastructure is not anticipated due to cumulative development. Transportation energy use would also increase; however, this transportation energy use would not represent a major amount of energy use when compared to the amount of existing development and to the total number of vehicle trips and VMT throughout Orange County and the region. As such, the build out of the 2,314 additional housing units that would be allowed under the proposed project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. Impacts would be less than significant, and no mitigation is required.

Threshold 4.3.2: 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 State Legislature passed SB 1389, which required the CEC to develop an integrated energy plan every 2 years for electricity, natural gas, and transportation fuels for the Integrated 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 ZEVs and their infrastructure needs, and encouragement of urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The most recently adopted report includes the *2021 Integrated Energy Policy Report*[14] and the *2022 Integrated Energy Policy Report Update.*[15] The City of Cypress relies on the State integrated energy plan and does not have its own local plan to address renewable energy or energy efficiency.

[14] CEC. 2022a. *2021 Integrated Energy Policy Report*. California Energy Commission. Docket Number 21-IEPR-01.

[15] CEC. 2022b. *2020 Integrated Energy Policy Report Update*. California Energy Commission. Docket Number 22-IEPR-01.

As indicated above under Threshold 4.3.1, energy usage during project-related construction activities would be temporary in nature and would be relatively small in comparison to the overall use in Orange 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 resources. 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 under Threshold 4.3.1, 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.

4.3.6 Level of Significance Prior to Mitigation

The proposed project would result in less than significant impacts related to energy, and no mitigation is required.

4.3.7 Regulatory Compliance Measures and Mitigation Measures

No regulatory compliance measures or mitigation measures are applicable to the proposed project pertaining to energy.

4.3.8 Level of Significance after Mitigation

No mitigation is required. The proposed project would not result in potentially significant impacts related to energy.

4.3.9 Cumulative Impacts

The geographic area for cumulative analysis of electricity is that of the SCE service area, while the geographic area for cumulative analysis of natural gas service is that of the SoCalGas service area. Construction of the additional 2,314 housing units associated with the proposed project would result in an increased services demand in electricity and natural gas. Although the proposed project would result in an increase in demand for electricity, this increase would not require SCE to expand or construct infrastructure that could cause substantial environmental impacts. As discussed previously, total electricity consumption in the SCE service area in 2021 was 103,045 GWh. By 2030, consumption is anticipated to increase by 12,000 GWh for the low-demand scenario and by 22,000 GWh for the high-demand scenario.[16] While this forecast represents a large increase in electricity consumption, the proposed project's share of cumulative consumption would be negligible. The proposed project, in combination with cumulative development, is well within SCE's system-wide net annual increase in electricity supplies over the 2018 to 2030 period, and there are sufficient planned electricity supplies in the region for estimated net increases in energy demands.

[16] CEC. 2018. *California Energy Demand, 2018–2030 Revised Forecast*. Publication Number: CEC-200-2018-002-CMF. February. Website: https://efiling.energy.ca.gov/getdocument.aspx?tn=223244 (accessed June 2023).

Similarly, additional natural gas infrastructure is not anticipated due to cumulative development. Total natural gas consumption in the SoCalGas service area in 2021 was 6,755 million therms. Between 2018 and 2030, total natural gas consumption in the SoCalGas service area is forecast to remain steady for the low- and mid-demand scenarios and to increase by approximately 650 million therms in the high-demand scenario due to intense energy efficiency efforts.[17] The proposed project's share of cumulative consumption of natural gas in the SoCalGas service area would be negligible. It is anticipated that SoCalGas would be able to meet the natural gas demand of cumulative development without additional facilities. In addition, both SCE and SoCalGas demand forecasts include the growth contemplated by the proposed project and the other cumulative development within their respective service areas. Increased energy efficiency to comply with building energy efficiency standards would reduce energy consumption on a per-square-foot basis. Furthermore, utility companies are required to increase their renewable energy sources to meet the Renewable Portfolio Standards mandate of 60 percent renewable supplies by 2030. SCE and SoCalGas plan to continue to provide reliable service to their customers and upgrade their distribution systems as necessary to meet future demand.

Transportation energy use would also increase; however, this transportation energy use would not represent a major amount of energy use compared to the amount of existing development and to the total number of vehicle trips and VMT throughout Orange County and the region. The proposed project and cumulative development are required to comply with various federal and State government legislation to improve energy efficiency in buildings, equipment, and appliances, and reduce VMT.

As such, the proposed project would not result in an inefficient, wasteful, and unnecessary consumption of energy. Therefore, the proposed project's contribution to impacts related to the inefficient, wasteful, and unnecessary consumption of energy would not be cumulatively considerable, and no mitigation is required.

[17] CEC. 2018. *California Energy Demand, 2018–2030 Revised Forecast*. Publication Number: CEC-200-2018-002-CMF. February. Website: https://efiling.energy.ca.gov/getdocument.aspx?tn=223244 (accessed June 2023).

4.4 GREENHOUSE GAS EMISSIONS

This section has been prepared for the proposed 2021–2029 Cypress Housing Element Implementation Project (project) using methodologies and assumptions recommended in the air quality impact assessment guidelines of the South Coast Air Quality Management District (SCAQMD). This section summarizes existing greenhouse gas (GHG) emissions and discusses global climate change, its causes, and the contribution of human activities. This section also estimates the likely GHG emissions that would result from construction and operational activities associated with build out of the proposed project, including vehicular traffic, energy consumption and other emission sources.

4.4.1 Methodology

The proposed project does not propose or approve any specific development projects. Under current zoning, the City of Cypress (City) has the capacity to accommodate the development of up to 1,946 new housing units, which includes 504 housing units that are already entitled and/or under construction. Therefore, the proposed rezoning action that is part of the project would increase the City's development capacity to 4,260 units or an increase of 2,314 units compared to the City's existing planning and zoning documents. As such, future development of the additional 2,314 units associated with the proposed project would result in GHG emissions from construction and operational sources.

Construction activities would generate emissions from off-road construction equipment, and on roadways as a result of construction-related truck hauling, vendor deliveries, and worker commutes. Operational GHG emissions are typically associated with mobile sources (e.g., vehicle trips), area sources (e.g., maintenance activities and landscaping), indirect emissions from sources associated with energy consumption, waste sources (land filling and waste disposal), and water sources (water supply and conveyance, treatment, and distribution). This analysis uses the California Emissions Estimator Model (CalEEMod) version 2022.1.1.14 to quantify GHG emissions for both construction and operation associated with the proposed project. CalEEMod output is contained in Appendix C of this Draft Program Environmental Impact Report (PEIR).

4.4.2 Existing Environmental Setting

Global climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans in recent decades. The Earth's average near-surface atmospheric temperature rose 0.6 ± 0.2° Celsius or 1.1 ± 0.4° Fahrenheit in the 20th century. The prevailing scientific opinion on climate change is that most of the warming observed over the last 50 years is attributable to human activities. The increased amounts of carbon dioxide (CO_2) and other GHGs are the primary causes of the human-induced component of warming. GHGs are released by the burning

of fossil fuels, land clearing, agriculture, and other activities, and lead to an increase in the greenhouse effect.[1]

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:

- CO_2
- Methane (CH_4)
- Nitrous oxide (N_2O)
- Hydrofluorocarbons (HFCs)
- Perfluorocarbons (PFCs)
- 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, which is 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.

Certain gases, such as water vapor, are short-lived in the atmosphere. Others remain in the atmosphere for significant periods of time, contributing to climate change in the long term. Water vapor is excluded from the list of GHGs above because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation. For the purposes of this air quality analysis, the term "GHGs" will refer collectively to the six gases listed above.

These gases vary considerably in terms of Global Warming Potential (GWP), which is a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to another gas. The global warming potential is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and length of time that the gas remains in the atmosphere ("atmospheric lifetime"). The GWP of each gas is measured relative to CO_2, the most abundant GHG; the definition of GWP for a particular GHG is the ratio of heat trapped by one unit mass of the GHG to the ratio of heat trapped by one unit mass of CO_2 over a specified time period. GHG emissions are typically measured in terms of pounds or tons of "CO_2 equivalents" (CO_2e). Table 4.4.A shows the GWP for each type of GHG. For example, SF_6 is 23,900 times more potent at contributing to global warming than CO_2.

[1] The temperature on Earth is regulated by a system commonly known as the "greenhouse effect." Just as the glass in a greenhouse lets heat from sunlight in and reduces the heat escaping, greenhouse gases like carbon dioxide, methane, and nitrous oxide in the atmosphere keep the Earth at a relatively even temperature. Without the greenhouse effect, the Earth would be a frozen globe; thus, although an excess of greenhouse gas results in global warming, the naturally occurring greenhouse effect is necessary to keep our planet at a comfortable temperature.

Table 4.4.A: Global Warming Potential of Greenhouse Gases

Gas	Atmospheric Lifetime (Years)	Global Warming Potential (100-Year Time Horizon)
Carbon Dioxide	50-200	1
Methane	12	25
Nitrous Oxide	114	310
HFC-23	270	11,700
HFC-134a	14	140
HFC-152a	1.4	140
PFC: Tetrafluoromethane (CF_4)	50,000	6,500
PFC: Hexafluoromethane (C_2F_6)	10,000	9,200
Sulfur Hexafluoride (SF_6)	3,200	23,900

Source: California Air Resources Board (2017).

The following discussion summarizes the characteristics of the six GHGs and black carbon.

4.4.2.1 Carbon Dioxide

In the atmosphere, carbon generally exists in its oxidized form, as CO_2. Natural sources of CO_2 include the respiration (breathing) of humans, animals and plants, volcanic outgassing, decomposition of organic matter and evaporation from the oceans. Human-caused sources of CO_2 include the combustion of fossil fuels and wood, waste incineration, mineral production, and deforestation. Natural sources release approximately 150 billion tons of CO_2 each year, far outweighing the 7 billion tons of man-made emissions of CO_2 each year. Nevertheless, natural removal processes, such as photosynthesis by land- and ocean-dwelling plant species, cannot keep pace with this extra input of man-made CO_2; consequently, the gas is building up in the atmosphere.

In 2020, total annual CO_2 accounted for 80.2 percent of California's overall GHG emissions.[2] Transportation is the single largest source of CO_2 in California, which is primarily composed of on-road travel. Electricity production and industrial and residential sources also make important contributions to CO_2 emissions in California.

4.4.2.2 Methane

CH_4 is produced when organic matter decomposes in environments lacking sufficient oxygen. Natural sources include wetlands, termites, and oceans. Decomposition occurring in landfills accounts for the majority of human-generated CH_4 emissions in California and in the United States as a whole. Agricultural processes such as intestinal fermentation, manure management, and rice

[2] California Air Resources Board (CARB. 2022a. GHGs Descriptions and Sources in California. Website: ww2.arb.ca.gov/ghg-descriptions-sources (accessed June 2023).

cultivation are also significant sources of CH_4 in California. Total annual emissions of CH_4 accounted for 10.5 percent of GHG emissions in California in 2020.[3]

4.4.2.3 Nitrous Oxide

Nitrous oxide (N_2O) is produced naturally by a wide variety of biological sources, particularly microbial action in soils and water. Tropical soils and oceans account for the majority of natural source emissions. Nitrous oxide is a product of the reaction that occurs between nitrogen and oxygen during fuel combustion. Both mobile and stationary combustion emit N_2O, and the quantity emitted varies according to the type of fuel, technology, and pollution control device used, as well as maintenance and operating practices. Agricultural soil management and fossil fuel combustion are the primary sources of human-generated N_2O emissions in California. Nitrous oxide emissions accounted for 3.5 percent of GHG emissions in California in 2020.[4]

4.4.2.4 Hydrofluorocarbons, Perfluorocarbons, and Sulfur Hexafluoride

HFCs are primarily used as substitutes for ozone-depleting substances regulated under the Montreal Protocol.[5] PFCs and SF_6 are emitted from various industrial processes, including aluminum smelting, semiconductor manufacturing, electric power transmission and distribution, and magnesium casting. There is no aluminum or magnesium production in California; however, the rapid growth in the semiconductor industry leads to greater use of PFCs. HFCs, PFCs, and SF_6 accounted for about 5.5 percent of GHG emissions in California in 2020.[6]

4.4.3 Emissions Sources and Inventories

4.4.3.1 Global Emissions

Worldwide emissions of GHGs in 2020 totaled 22.9 billion metric tons (MT) of CO_2e. Global estimates are based on country inventories developed as part of the programs of the United Nations Framework Convention on Climate Change.[7]

4.4.3.2 United States Emissions

In 2021, the year for which the most recent data are available, the United States emitted about 6,340.2 million metric tons of CO_2e (MMT CO_2e). Overall, emissions in 2021 increased by 6 percent relative to the 2020 total GHG emissions. This increase in total GHG emissions was driven by fossil

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3 United States Environmental Protection Agency (USEPA). 2023. Inventory of U.S. Greenhouse Gas Emissions and Sinks. Website: https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks#:~:text=In%202021%2C%20U.S.%20greenhouse%20gas,sequestration%20from%20the%20land%20sector (accessed July 2023).

4 Ibid.

5 The Montreal Protocol is an international treaty that was approved on January 1, 1989, and was designated to protect the ozone layer by phasing out the production of several groups of halogenated hydrocarbons believed to be responsible for ozone depletion.

6 CARB. 2021. *2022 Scoping Plan Update*. May 10. Website: https://ww2.arb.ca.gov/sites/default/files/2022-12/2022-sp.pdf (accessed June 2023).

7 United Nations Framework Convention on Climate Change. 2022. GHG Data from UNFCCC. Website: https://di.unfccc.int/time_series (accessed June 2023).

fuel combustion due primarily to econimic activity rebounding after the height of the COVID-19 pandemic. However, GHG emissions in 2021 were 17 percent below those of 2005 levels. Of the five major sectors—residential and commercial, agricultural, industry, transportation, and electricity generation—transportation accounted for the highest amount of GHG emissions in 2021 (approximately 28 percent), with electricity generation second at 25 percent and emissions from industry third at 23 percent.[8]

4.4.3.3 State of California Emissions

The State emitted 369.2 MMT CO_2e emissions in 2020, 35.3 MMT CO_2e lower than 2019 levels and 61.8 MMT CO_2e below the 2020 GHG limit of 431 MMT CO_2e.[9] The California Air Resources Board (CARB) estimates that transportation was the source of 37 percent of the State's GHG emissions in 2020, which is a smaller share than recent years, as the transportation sector saw a significant decrease of 26.6 MMT CO_2e in 2020, likely due in large part to the impact of the COVID-19 pandemic. The next largest sources included industrial sources at approximately 20 percent and electricity generation at 16 percent. The remaining sources of GHG emissions were commercial and residential activities at 10 percent, agriculture at 9 percent, high GWP at 6 percent, and waste at 2 percent.[10] It is expected that emissions have increased again since 2020, primarily due to economic activity rebounding after the height of the COVID-19 pandemic.

4.4.4 Regulatory Setting

4.4.4.1 Federal Regulations

The United States has historically had a voluntary approach to reducing GHG emissions. However, on April 2, 2007, the United States Supreme Court ruled that the United States Environmental Protection Agency (USEPA) has the authority to regulate CO_2 emissions under the Clean Air Act. While there currently are no adopted federal regulations for the control or reduction of GHG emissions, the USEPA commenced several actions in 2009 to implement a regulatory approach to global climate change.

This includes the 2009 USEPA final rule for mandatory reporting of GHGs from large GHG emission sources in the United States. Additionally, the USEPA Administrator signed an endangerment finding action in 2009 under the Clean Air Act, finding that six GHGs (CO_2, CH_4, N_2O, HFCs, PFCs, SF_6) constitute a threat to public health and welfare, and that the combined emissions from motor vehicles cause and contribute to global climate change, leading to national GHG emission standards.

In October 2012, the USEPA and the National Highway Traffic Safety Administration (NHTSA), on behalf of the United States Department of Transportation, issued final rules to further reduce GHG emissions and improve CAFE standards for light-duty vehicles for model years 2017 and beyond (77

8 USEPA. 2021. Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2019. Website: https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks-1990-2019 (accessed June 2023).

9 CARB. 2022a. *California Greenhouse Gas Emissions for 2000 to 2020, Trends of Emissions and Other Indicators Report*. Website: https://ww2.arb.ca.gov/sites/default/files/classic/cc/inventory/2000-2020_ghg_inventory_trends.pdf (accessed June 2023).

10 Ibid.

Federal Register 62624). The NHTSA's Corporate Average Fuel Economy (CAFE) standards have been enacted under the Energy Policy and Conservation Act since 1978. This national program requires automobile manufacturers to build a single light-duty national fleet that meets all requirements under both federal programs and the standards of California and other states. This program would increase fuel economy to the equivalent of 54.5 miles per gallon, limiting vehicle emissions to 163 grams of CO_2 per mile for the fleet of cars and light-duty trucks by model year 2025 (77 *Federal Register* 62630).

On March 31, 2022, the NHTSA finalized the CAFE standards for Model Years 2024–2026 Passenger Cars and Light Trucks. The amended CAFE standards would require an industry-wide fleet average of approximately 49 mpg for passenger cars and light trucks in model year 2026, by increasing fuel efficiency by 8 percent annually for model years 2024–2025, and 10 percent annually for model year 2026. The final standards are estimated to save about 234 billion gallons of gas between model years 2030 to 2050.

4.4.4.2 State Regulations

The CARB is the lead agency for implementing climate change regulations in the State. Since its formation, the CARB has worked with the public, the business sector, and local governments to find solutions to California's air pollution problems. Key efforts by the State are described below.

Assembly Bill 1493 (2002). In a response to the transportation sector's significant contribution to California's CO_2 emissions, Assembly Bill (AB) 1493 was enacted on July 22, 2002. AB 1493 required the CARB to set GHG emission standards for passenger vehicles and light duty trucks (and other vehicles whose primary use is noncommercial personal transportation in the State) manufactured in 2009 and all subsequent model years. These standards (starting in model years 2009 to 2016) were approved by the CARB in 2004, but the needed waiver of California Clean Air Act Preemption was not granted by the USEPA until June 30, 2009. The CARB responded by amending its original regulation, now referred to as Low Emission Vehicle III, to take effect for model years starting in 2017 to 2025. The Trump administration revoked California's preemption waiver in 2019; however, the Biden administration restored it in 2021.

Executive Order S-3-05 (2005). Governor Arnold Schwarzenegger signed Executive Order (EO) S-3-05 on June 1, 2005, which proclaimed that California is vulnerable to the impacts of climate change. To combat those concerns, the executive order established California's GHG emissions reduction targets, which established the following goals:

- GHG emissions should be reduced to 2000 levels by 2010.
- GHG emissions should be reduced to 1990 levels by 2020.
- GHG emissions should be reduced to 80 percent below 1990 levels by 2050.

The Secretary of the California Environmental Protection Agency is required to coordinate efforts of various State agencies to collectively and efficiently reduce GHGs. A biannual progress report must be submitted to the Governor and the State Legislature disclosing the progress made toward GHG emission reduction targets. In addition, another biannual report must be submitted illustrating the

impacts of global warming on California's water supply, public health, agriculture, the coastline, and forestry, and report possible mitigation and adaptation plans to address these impacts.

The Secretary of the California Environmental Protection Agency leads this Climate Action Team (CAT) made up of representatives from State agencies as well as numerous other boards and departments. The CAT members work to coordinate statewide efforts to implement global warming emission reduction programs and the State's Climate Adaptation Strategy. The CAT is also responsible for reporting on the progress made toward meeting the statewide GHG targets that were established in the executive order and further defined under AB 32, the "Global Warming Solutions Act of 2006." The first CAT Report to the Governor and the State Legislature, which was released in March 2006, laid out 46 specific emission-reduction strategies for reducing GHG emissions and reaching the targets established in the executive order. The most recent report was released in December 2020.

Assembly Bill 32 (2006), California Global Warming Solutions Act. California's major initiative for reducing GHG emissions is AB 32, passed by the State Legislature on August 31, 2006. This legislation aimed at reducing GHG emissions to 1990 levels by 2020. The CARB has established the level of GHG emissions in 1990 at 427 million metric tons (MMT) of CO_2e. The emissions target of 427 MMT requires the reduction of 169 MMT from the State's projected business-as-usual 2020 emissions of 596 MMT. AB 32 required the CARB to prepare a Scoping Plan outlining the main State strategies for meeting the 2020 deadline and reducing GHGs that contribute to global climate change. The Scoping Plan was approved by the CARB on December 11, 2008, and contains the main strategies California will implement to achieve the reduction of approximately 169 MMT CO_2e, or approximately 30 percent, from the State's projected 2020 emissions level of 596 MMT CO_2e under a business-as-usual scenario (this was a reduction of 42 MMT CO_2e, or almost 10 percent from 2002–2004 average emissions). The Scoping Plan also includes CARB-recommended GHG reductions for each emissions sector of the State's GHG inventory. The Scoping Plan calls for the largest reductions in GHG emissions to be achieved by implementing the following measures and standards:

- Improved emissions standards for light-duty vehicles (estimated reductions of 31.7 MMT CO_2e)
- The Low-Carbon Fuel Standard (15.0 MMT CO_2e)
- Energy efficiency measures in buildings and appliances and the widespread development of combined heat and power systems (26.3 MMT CO_2e)
- A renewable portfolio standard for electricity production (21.3 MMT CO_2e)

The Scoping Plan identifies 18 emission-reduction measures that address cap-and-trade programs, vehicle gas standards, energy efficiency, low carbon fuel standards, renewable energy, regional transportation-related GHG targets, vehicle efficiency measures, goods movement, solar roof programs, industrial emissions, high-speed rail, green building strategies, recycling, sustainable forests, water, and air. The measures were estimated to result in a total reduction of 174 MMT CO_2e by 2020.

On August 24, 2011, the CARB unanimously approved both the new supplemental assessment and reapproved its Scoping Plan, which provides the overall roadmap and rule measures to carry out AB 32. The CARB also approved a more robust CEQA equivalent document supporting the supplemental analysis of the cap-and-trade program. The cap-and-trade program took effect on January 1, 2012, with an enforceable compliance obligation that began January 1, 2013.

The CARB approved the First Update to the Climate Change Scoping Plan on May 22, 2014. The First Update identifies opportunities to leverage existing and new funds to further drive GHG emission reductions through strategic planning and targeted low carbon investments. The First Update defined CARB climate change priorities until 2020, and also set the groundwork to reach long-term goals set forth in EOs S-3-05 and B-16-2012. In addition, the First Update highlighted California's progress toward meeting the "near-term" 2020 GHG emission reduction goals as defined in the initial Scoping Plan. It also evaluated how to align the State's "longer-term" GHG reduction strategies with other State policy priorities for water, waste, natural resources, clean energy, transportation, and land use. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan,[11] to reflect the 2030 target set by EO B-30-15 and codified by Senate Bill (SB) 32.

The 2022 Scoping Plan[12] was approved in December 2022. It assesses progress towards achieving the SB 32 2030 target and lays out a path to achieve carbon neutrality no later than 2045. The 2022 Scoping Plan 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.

Senate Bill 97 (2007). SB 97, signed by Governor Schwarzenegger in August 2007 (Chapter 185, Statutes of 2007; Public Resources Code, Sections 21083.05 and 21097), acknowledges climate change is a prominent environmental issue that requires analysis under the California Environmental Quality Act (CEQA). This bill directed the Governor's Office of Planning and Research to prepare, develop, and transmit to the California Resources Agency guidelines for mitigating GHG emissions or the effects of GHG emissions, as required by CEQA.

The California Natural Resources Agency adopted the amendments to the *State CEQA Guidelines* in November 2018, which went into effect in December 2018. The amendments do not identify a threshold of significance for GHG emissions, nor do they prescribe assessment methodologies or specific mitigation measures. The amendments encourage lead agencies to consider many factors in performing a CEQA analysis, but preserve the discretion granted by CEQA to lead agencies in making their own determinations based on substantial evidence. The amendments also encourage public agencies to make use of programmatic mitigation plans and programs when they perform individual project analyses.

Senate Bill 375 (2008). SB 375, the Sustainable Communities and Climate Protection Act, which establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG

[11] CARB. 2017. *California's 2017 Climate Change Scoping Plan*. November.

[12] CARB. 2021. *2022 Scoping Plan Update*. May 10. Website: https://ww2.arb.ca.gov/sites/default/files/2022-12/2022-sp.pdf (accessed June 2023).

emissions, was adopted by the State on September 30, 2008. On September 23, 2010, the CARB adopted the vehicular GHG emissions reduction targets that had been developed in consultation with the Metropolitan Planning Organization (MPO); the targets required a 6 to 15 percent reduction by 2020 and between 13 to 19 percent reduction by 2035 for each MPO. SB 375 recognizes the importance of achieving significant GHG reductions by working with cities and counties to change land use patterns and improve transportation alternatives. Through the SB 375 process, MPOs such as the Southern California Association of Governments (SCAG) will work with local jurisdictions in the development of a Sustainable Communities Strategy (SCS) designed to integrate development patterns and the transportation network in a way that reduces GHG emissions while meeting housing needs and other regional planning objectives. Pursuant to SB 375, the Los Angeles/Southern California reduction targets for per capita vehicular emissions were 8 percent by 2020 and are 19 percent by 2035, as shown in Table 4.4.B.

Table 4.4.B: Senate Bill 375 Regional Greenhouse Gas Emissions Reduction Targets

Metropolitan Planning Organization	By 2020 (percentage)	By 2035 (percentage)
San Francisco Bay Area	10	19
San Diego	15	19
Sacramento	7	19
Central Valley/San Joaquin	6-13	13-16
Los Angeles/Southern California	8	19

Source: California Air Resources Board (2018).

Executive Order B-30-15 (2015). Governor Jerry Brown signed EO B-30-15 on April 29, 2015, which added the immediate target of:

- GHG emissions should be reduced to 40 percent below 1990 levels by 2030.

All State agencies with jurisdiction over sources of GHG emissions were directed to implement measures to achieve reductions of GHG emissions to meet the 2030 and 2050 targets. CARB was directed to update the AB 32 Scoping Plan to reflect the 2030 target. The mid-term target is critical to help frame the suite of policy measures, regulations, planning efforts, and investments in clean technologies and infrastructure needed to continue reducing emissions.

Senate Bill 350 (2015) Clean Energy and Pollution Reduction Act. SB 350, signed by Governor Brown on October 7, 2015, updates and enhances AB 32 by introducing the following set of objectives in clean energy, clean air, and pollution reduction for 2030:

- Raise California's renewable portfolio standard from 33 percent to 50 percent
- Increasing energy efficiency in buildings by 50 percent by the year 2030

The 50 percent renewable energy standard will be implemented by the California Public Utilities Commission for the private utilities and by the California Energy Commission for municipal utilities. Each utility must submit a procurement plan showing it will purchase clean energy to displace other

non-renewable resources. The 50 percent increase in energy efficiency in buildings must be achieved through the use of existing energy efficiency retrofit funding and regulatory tools already available to State energy agencies under existing law. The addition made by this legislation requires State energy agencies to plan for, and implement those programs in a manner that achieves the energy efficiency target.

Senate Bill 32, California Global Warming Solutions Act of 2016, and Assembly Bill 197. In summer 2016, the State Legislature passed, and the Governor signed, SB 32 and AB 197. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in Governor Brown's April 2015 EO B-30-15. SB 32 builds on AB 32 and keeps the State on the path toward achieving its 2050 objective of reducing emissions to 80 percent below 1990 levels, consistent with an Intergovernmental Panel on Climate Change analysis of the emissions trajectory that would stabilize atmospheric GHG concentrations at 450 parts per million CO_2e and reduce the likelihood of catastrophic impacts from climate change.

The companion bill to SB 32, AB 197, provides additional direction to CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 meant to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

Senate Bill 100. On September 10, 2018, Governor Brown signed SB 100, which raises California's Renewables Portfolio Standard requirements to 60 percent by 2030, with interim targets, and 100 percent by 2045. The bill also establishes a State policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all State agencies by December 31, 2045. Under the bill, the State cannot increase carbon emissions elsewhere in the Western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

Executive Order B-55-18. EO B-55-18, signed September 10, 2018, set a goal "to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter." EO B-55-18 directs CARB to work with relevant State agencies to ensure future Scoping Plans identify and recommend measures to achieve the carbon neutrality goal. The goal of carbon neutrality by 2045 is in addition to other statewide goals, meaning not only should emissions be reduced to 80 percent below 1990 levels by 2050, but that, by no later than 2045, the remaining emissions be offset by equivalent net removals of CO_2e from the atmosphere, including through sequestration in forests, soils, and other natural landscapes.

Title 24, Part 11, Building Standards Code and CALGreen Code. In November 2008, the California Building Standards Commission established the California Green Building Standards Code (CALGreen Code), which sets performance standards for residential and non-residential development to reduce environmental impacts and encourage sustainable construction practices. The CALGreen Code addresses energy efficiency, water conservation, material conservation, planning and design, and overall environmental quality. The CALGreen Code is updated every 3 years and was most recently updated in 2022 to include new mandatory measures for residential as well as non-residential uses; the new measures took effect on January 1, 2023.

California Building Efficiency Standards (Title 24, Part 6). The California Building Standards Code, or Title 24 of the California Code of Regulations contains the regulations that govern the construction of buildings in California. Within the Building Standards Code, two parts pertain to the incorporation of both energy efficient and green building elements into land use development. Part 6 is California's Energy Efficiency Standards for Residential and Non-Residential Buildings. These standards were first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption and are updated on an approximately 3-year cycle to allow consideration and possible incorporation of new energy efficient technologies and methods. All buildings for which an application for a building permit is submitted on or after January 1, 2023, must follow the 2022 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions.

Cap and Trade. The development of a cap-and-trade program was included as a key reduction measure of the CARB AB 32 Climate Change Scoping Plan. The cap-and-trade program will help put California on the path to meet its goal of achieving an 80 percent reduction of GHG emissions from 1990 levels by 2050. The cap-and-trade emissions trading program developed by the CARB took effect on January 1, 2012, with enforceable compliance obligations beginning January 1, 2013. The cap-and-trade program aims to regulate GHG emissions from the largest producers in the State by setting a statewide firm limit, or cap, on allowable annual GHG emissions. The cap was set in 2013 at approximately 2 percent below the emissions forecast for 2020. In 2014, the cap declined approximately 2 percent. Beginning in 2015 and continuing through 2020, the cap has been declining approximately 3 percent annually. The CARB administered the first auction on November 14, 2012, with many of the qualified bidders representing corporations or organizations that produce large amounts of GHG emissions, including energy companies, agriculture and food industries, steel mills, cement companies, and universities. On January 1, 2015, compliance obligation began for distributors of transportation fuels, natural gas, and other fuels. The cap-and-trade program was initially slated to sunset in 2020, but the passage of SB 398 in 2017 extended the program through 2030.

Executive Order N-79-20. EO N-79-20, which was signed by Governor Gavin Newsom on September 23, 2020, sets the following goals for the State: 100 percent of in-State sales of new passenger cars and trucks shall be zero-emission by 2035; 100 percent of medium- and heavy-duty vehicles in the State shall be zero-emission by 2045 for all operations where feasible and by 2035 for drayage trucks; and 100 percent of off-road vehicles and equipment in the State shall be zero-emission by 2035, where feasible.

California Integrated Waste Management Act. To minimize the amount of solid waste that must be disposed of in landfills, the State Legislature passed the California Integrated Waste Management Act of 1989 (AB 939), effective January 1990. According to AB 939, all cities and counties were required to divert 25 percent of all solid waste from landfill facilities by January 1, 1995, and 50 percent by January 1, 2000. Through other statutes and regulations, this 50 percent diversion rate also applies to State agencies. In order of priority, waste reduction efforts must promote source reduction, recycling and composting, and environmentally safe transformation and land disposal. In 2011, AB 341 modified the California Integrated Waste Management Act and directed the California Department of Resources Recycling and Recovery (CalRecycle) to develop and adopt regulations for

mandatory commercial recycling. AB 341 also established a statewide recycling goal of 75 percent; the 50 percent disposal reduction mandate still applies for cities and counties under AB 939, the Integrated Waste Management Act. In April 2016, AB 1826 further modified the California Integrated Waste Management Act, requiring businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. Diverting organic waste from landfills reduces emissions of CH_4. This is equivalent to reducing anaerobic decomposition of organic waste that would have otherwise occurred in landfills where organic waste is often buried with other inorganic waste.

Low Carbon Fuel Standard. In January 2007, EO S-01-07 established a low carbon fuel standard (LCFS). This executive order calls for a statewide goal to be established to reduce the carbon intensity of California's transportation fuels by at least 10 percent by 2020, and that an LCFS for transportation fuels be established for California. The LCFS applies to all refiners, blenders, producers, or importers ("Providers") of transportation fuels in California, including fuels used by off-road construction equipment. In June 2007, CARB adopted the LCFS under AB 32 pursuant to Health and Safety Code Section 38560.5, and, in April 2009, CARB approved the new rules and carbon intensity reference values with new regulatory requirements taking effect in January 2011. The standards require providers of transportation fuels to report on the mix of fuels they provide and demonstrate they meet the LCFS intensity standards annually. This is accomplished by ensuring that the number of "credits" earned by providing fuels with a lower carbon intensity than the established baseline (or obtained from another party) is equal to or greater than the "deficits" earned from selling higher-intensity fuels. In response to certain court rulings, CARB re-adopted the LCFS regulation in September 2015, and the LCFS went into effect on January 1, 2016. In 2018, CARB approved amendments to the regulation to readjust carbon intensity benchmarks to meet California's 2030 GHG reductions targets under SB 32. These amendments include opportunities to promote zero-emission vehicle (ZEV) adoption, carbon capture and sequestration, and advanced technologies for decarbonization of the transportation sector.

Advanced Clean Cars Program. In January 2012, CARB approved the Advanced Clean Cars program, which combines the control of GHG emissions and criteria air pollutants, as well as requirements for greater numbers of ZEVs, into a single package of regulatory standards for vehicle model years 2017 through 2025. The new regulations strengthen the GHG standard for 2017 models and beyond. This will be achieved through existing technologies, the use of stronger and lighter materials, and more efficient drivetrains and engines. The program's ZEVs regulation requires battery, fuel cell, and/or plug-in hybrid electric vehicles to account for up to 15 percent of California's new vehicle sales by 2025. The program also includes a clean fuel outlet regulation designed to support the commercialization of zero-emission hydrogen fuel cell vehicles planned by vehicle manufacturers by 2015 by requiring increased numbers of hydrogen fueling stations throughout the State. The number of stations will grow as vehicle manufacturers sell more fuel cell vehicles. By 2025, when the rules will be fully implemented, the statewide fleet of new cars and light trucks will emit 40 percent fewer GHGs and 75 percent fewer smog-forming emissions than 2012 model year vehicles.

Executive Order B-48-18. In January 2018, Governor Brown signed EO B-48-18 requiring all State entities to work with the private sector to have at least 5 million ZEVs on the road by 2030, as well as install 200 hydrogen fueling stations and 250,000 electric vehicle charging stations by 2025. It

specifies that 10,000 of the electric vehicle charging stations should be direct current fast chargers. This order also requires all State entities to continue to partner with local and regional governments to streamline the installation of ZEV infrastructure. The Governor's Office of Business and Economic Development is required to publish a Plug-in Charging Station Design Guidebook and update the 2015 Hydrogen Station Permitting Guidebook to aid in these efforts. All State entities are required to participate in updating the 2016 Zero-Emissions Vehicle Action Plan to help expand private investment in ZEV infrastructure with a focus on serving low-income and disadvantaged communities. Additionally, all State entities are to support and recommend policies and actions to expand ZEV infrastructure at residential land uses, through the LCFS Program, and recommend how to ensure affordability and accessibility for all drivers.

4.4.4.3 Regional Regulations

South Coast Air Quality Management District. In 2008, the SCAQMD formed a Working Group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the Basin. The Working Group developed several different options that are contained in the SCAQMD 2008 draft guidance document titled Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans[13] that could be applied by lead agencies. On September 28, 2010, SCAQMD Working Group Meeting No. 15 provided further guidance, including a tiered approach for evaluating GHG emissions for development projects where the SCAQMD is not the lead agency. The SCAQMD has not presented a finalized version of these thresholds to the governing board.

The SCAQMD identifies the emissions level for which a project would not be expected to substantially conflict with any State legislation adopted to reduce statewide GHG emissions. As such, the utilization of a service population represents the rates of emissions needed to achieve a fair share of the State's mandated emissions reductions. Overall, the SCAQMD identifies a GHG efficiency level that, when applied statewide or to a defined geographic area, would meet the 2020 and post-2020 emissions targets as required by AB 32 and SB 32. If projects are able to achieve targeted rates of emissions per the service population, the State will be able to accommodate expected population growth and achieve economic development objectives, while also abiding by AB 32's emissions target and future post-2020 targets.

Southern California Association of Governments. On September 3, 2020, SCAG adopted Connect SoCal—the 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (2020–2045 RTP/SCS) for the SCAG region.[14] In general, the SCS outlines a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce vehicle miles traveled from automobiles and light-duty trucks and thereby reduce GHG emissions from these sources. For the SCAG region, CARB has set GHG reduction targets at 19 percent below 2005 per capita emissions levels by 2035. The RTP/SCS lays out a strategy for

13 SCAQMD. 2008b. *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans.*

14 Southern California Association of Governments (SCAG). 2020. Connect SoCal: The 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy of the Southern California Association of Governments. Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan_0.pdf?1606001176 (accessed June 2023).

the region to meet these targets. Overall, the SCS is meant to provide growth strategies that will achieve the regional GHG emissions reduction targets. Land use strategies to achieve the region's targets include planning for new growth around high-quality transit areas and livable corridors, and creating neighborhood mobility areas to integrate land use and transportation and plan for more active lifestyles.[15] However, the SCS does not require that local General Plans, Specific Plans, or zoning be consistent with the SCS; SCAG is required to consider local land use controls when drafting the SCS.

South Coast Air Quality Management District. In 2008, the SCAQMD formed a Working Group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the Basin. The Working Group developed several different options that are contained in the SCAQMD 2008 draft guidance document titled Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans[16] that could be applied by lead agencies. On September 28, 2010, SCAQMD Working Group Meeting #15 provided further guidance, including a tiered approach for evaluating GHG emissions for development projects where the SCAQMD is not the lead agency. The SCAQMD has not presented a finalized version of these thresholds to the governing board.

The SCAQMD identifies the emissions level for which a project would not be expected to substantially conflict with any State legislation adopted to reduce statewide GHG emissions. As such, the utilization of a service population represents the rates of emissions needed to achieve a fair share of the State's mandated emissions reductions. Overall, the SCAQMD identifies a GHG efficiency level that, when applied statewide or to a defined geographic area, would meet the post-2020 emissions targets as required by AB 32 and SB 32. If projects are able to achieve targeted rates of emissions per the service population, the State will be able to accommodate expected population growth and achieve economic development objectives, while also abiding by AB 32's emissions target and future post-2020 targets.

4.4.4.4 Local Regulations

The City of Cypress does not currently have an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions.

4.4.5 Thresholds of Significance

The thresholds for greenhouse gas emissions impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to greenhouse gas emissions if it would:

Threshold 4.4.1: Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold 4.4.2: Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

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15 Ibid.

16 SCAQMD. 2008b. *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans.*

4.4.5.1 Regional Emissions Thresholds

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD convened a GHG CEQA Significance Threshold Working Group (Working Group). Based on the last Working Group meeting held in September 2010 (Meeting No. 15), SCAQMD proposed to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency:

- **Tier 1. Exemptions:** If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.

- **Tier 2. Consistency with a locally adopted GHG Reduction Plan:** If the project complies with a GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.

- **Tier 3. Numerical Screening Threshold:** If GHG emissions are less than the numerical screening-level threshold, project-level and cumulative GHG emissions are less than significant.

  For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, SCAQMD requires an assessment of GHG emissions. SCAQMD, under Option 1, is proposing a "bright-line" screening-level threshold of 3,000 metric tons of CO_2e per year (MT CO_2e/yr) for all land use types or, under Option 2, the following land-use-specific thresholds: 1,400 MT CO_2e for commercial projects, 3,500 MT CO_2e for residential projects, or 3,000 MT CO_2e for mixed-use projects. This bright-line threshold is based on a review of the Governor's Office of Planning and Research database of CEQA projects. Based on their review of 711 CEQA projects, 90 percent of CEQA projects would exceed the bright-line thresholds identified above. Therefore, projects that do not exceed the bright-line threshold would have a nominal and therefore less than cumulatively considerable impact on GHG emissions.

- **Tier 4. Performance Standards:** If emissions exceed the numerical screening threshold, a more detailed review of the project's GHG emissions is warranted. SCAQMD has proposed an efficiency target for projects that exceed the bright-line threshold. The current recommended approach is per capita efficiency targets. SCAQMD is not recommending use of a percentage emissions reduction target. Instead, SCAQMD proposes a 2020 efficiency target of 4.8 MT CO_2e/yr per service population (MT CO_2e/yr/SP) for project-level analyses and 6.6 MT CO_2e/yr/SP for plan-level projects (e.g., program-level projects such as general plans). In addition, GHG reductions by the SB 375 target date of 2035 would be approximately 40 percent. This 40 percent reduction was applied to the 2020 targets, resulting in an efficiency threshold for plans of 4.1 MT CO_2e/yr/SP and an efficiency threshold at the project level of 3.0 MT CO_2e/yr/SP. The GHG efficiency metric divides annualized GHG emissions by the service population, which is the sum of residents and employees, per the following equation:

  Rate of Emission: GHG Emissions (MT CO_2e/yr) ÷ Service Population

> The efficiency evaluation consists of comparing the project's efficiency metric to efficiency targets. Efficiency targets represent the maximum quantity of emissions each resident and employee in the State of California could emit in various years based on emission levels necessary to achieve the statewide GHG emissions reduction goals. A project that results in a lower rate of emissions would be more efficient than a project with a higher rate of emissions, based on the same service population. The metric considers GHG reduction measures integrated into a project's design and operation (or through mitigation).

The 3,000 MT CO_2e/yr threshold is based on a 90 percent emission "capture" rate methodology. Prior to its use by the SCAQMD, the 90 percent emissions capture approach was one of the options suggested by the California Air Pollution Control Officers Association in its CEQA & Climate Change white paper.[17] A 90 percent emission capture rate means that unmitigated GHG emissions from the top 90 percent of all GHG-producing projects within a geographic area—the South Coast Air Basin (Basin) in this instance—would be subject to a detailed analysis of potential environmental impacts from GHG emissions, while the bottom 10 percent of all GHG-producing projects would be excluded from detailed analysis. A GHG significance threshold based on a 90 percent emission capture rate is appropriate to address the long-term adverse impacts associated with global climate change, because medium and large projects will be required to implement measures to reduce GHG emissions, while small projects, which are generally infill development projects that are not the focus of the State's GHG reduction targets, are allowed to proceed. Further, a 90 percent emission capture rate sets the emission threshold low enough to capture a substantial proportion of future development projects and demonstrate that cumulative emissions reductions are being achieved while setting the emission threshold high enough to exclude small projects that will, in aggregate, contribute approximate 1 percent of projected statewide GHG emissions in the Year 2050.[18]

In setting the threshold at 3,000 MT CO_2e per year, SCAQMD researched a database of projects kept by the Governor's Office of Planning and Research. That database contained 798 projects, 87 of which were removed because they were very large projects and/or outliers that would skew emissions values too high, leaving 711 as the sample population to use in determining the 90th percentile capture rate.[19] The SCAQMD analysis of the 711 projects within the sample population combined commercial, residential, and mixed-use projects. Emissions from each of these projects were calculated by SCAQMD to provide a consistent method of emissions calculations across the sample population and from projects within the sample population. In calculating the emissions, the SCAQMD analysis determined that the 90th percentile ranged between 2,983 to 3,143 MT CO_2e per year.[20] The SCAQMD set its significance threshold at the low-end value of the range when rounded

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17 SCAQMD. 2008b. *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans*. December 5. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/ghgboardsynopsis.pdf?sfvrsn=2 (accessed June 2023).

18 Ibid.

19 SCAQMD. 2009. *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #13*. August 26. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-13/ghg-meeting-13-minutes.pdf?sfvrsn=2 (accessed June 2023).

20 Ibid.

to the nearest hundred tons of emissions (i.e., 3,000 MT CO_2e per year) to define small projects that are considered less than significant and do not need to provide further analysis.

The City understands that the 3,000 MT CO_2e per year threshold for residential/commercial uses was proposed by SCAQMD a decade ago and was adopted as an interim policy; however, no permanent, superseding policy or threshold has since been adopted. The 3,000 MT CO_2e per year threshold was developed and recommended by SCAQMD, an expert agency, based on substantial evidence as provided in the Draft Guidance Document – Interim CEQA Greenhouse Gas Significance Threshold[21] document and subsequent Working Group meetings (the latest of which took place in 2010). SCAQMD has not withdrawn its support of the interim threshold and all documentation supporting the interim threshold remains on the SCAQMD website on a page that provides guidance to CEQA practitioners for air quality analysis (and where all SCAQMD significance thresholds for regional and local criteria pollutants and toxic air contaminants also are listed). Further, as stated by SCAQMD, this threshold "uses the Executive Order S-3-05 goal [80 percent below 1990 levels by 2050] as the basis for deriving the screening level" and, thus, remains valid for use in 2023.[22] Lastly, this threshold has been used for hundreds, if not thousands, of GHG analyses performed for projects within the Basin.

For the purpose of this analysis, the proposed project will first be compared to the SCAQMD screening-level Tier 3 Numerical Screening Threshold of 3,000 MT CO_2e/yr for all land use type projects. If it is determined that the proposed project is estimated to exceed this numerical threshold, it will then be compared to the SCAQMD-recommended 2035 efficiency-based threshold of 4.1 MT CO_2e/yr per service population for plan-level projects. In addition, the proposed project is also evaluated for compliance with the 2022 Scoping Plan and the 2020–2045 RTP/SCS.

4.4.6 Project Impacts

Threshold 4.4.1: 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 section describes the potential construction- and operational-related GHG emissions associated with the proposed project. SCAQMD has not addressed emission thresholds for construction in its *CEQA Air Quality Handbook*; however, SCAQMD requires quantification and disclosure. Thus, this section discusses construction emissions.

Construction. It is important to note that the proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites.

Construction activities associated with the construction of additional housing units that could take place during implementation of the project through the horizon year 2045 would cause short-term

21 SCAQMD. 2008a. *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?sfvrsn=2 (accessed June 2023).

22 Ibid.

GHG emissions. The primary source of emissions is the operation of construction equipment. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits.

Construction activities associated with the proposed project would produce combustion emissions from various sources. Construction would emit GHGs through the operation of construction equipment and from worker and builder supply vendor vehicles for the duration of the construction period. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, the fueling of heavy equipment emits CH_4. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

As indicated above, 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 then requires the construction GHG emissions to 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. Since the new housing development allowed under the proposed rezoning actions that are part of the project would be built over a 22-year planning period, the life of the project would likely be longer than 30 years; however, to be conservative, this analysis still assumes a 30-year life.

Information regarding specific development projects is not yet known; however, due to the scale of development activity associated with the proposed project, this analysis assumes that 2,314 housing units would be constructed over the approximately 22-year planning period. Construction emissions were estimated for the project using CalEEMod. This analysis assumes that construction of the proposed project would begin in 2023 and end in 2045, which was included in CalEEMod. Site preparation, grading, and building activities would involve the use of standard earthmoving equipment such as large excavators, cranes, and other related equipment.

Using CalEEMod, it is estimated that the proposed project would generate 64,871 MT CO_2e during construction. When annualized over the 30-year life of the project, annual emissions would be 2,162.4 MT CO_2e.

Operation. As previously stated, the proposed project would not, in and of itself, entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The proposed project would rezone sites and/or amend the General Plan to accommodate the construction of up to 2,314 additional dwelling units on the opportunity sites. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits.

Operational activities associated with the additional housing units would result in long-term GHG emissions associated with mobile, area, waste, water, and stationary sources as well as indirect emissions from sources associated with energy consumption. Before development can take place, each discretionary development project is required to be analyzed for conformance with the

General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits.

Mobile source GHG emissions include project-generated vehicle trips. As discussed above, the proposed project includes the proposed rezoning actions that would allow for residential development on the opportunity sites. As identified in Section 4.9, Transportation, the proposed project would generate 10,506 average daily trips.

Energy source emissions would be generated at off-site utility providers as a result of increased electricity demand generated by the additional housing units allowed under the proposed project. The new housing units allowed under 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, Title 24).

Area-source emissions would be associated with architectural coatings, consumer products, and landscaping equipment. 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. Table 4.4.C shows the calculated GHG emissions for the proposed project. Mobile source emissions would be the largest source of GHG emissions for the project at 67 percent of the total. Energy source emissions would be the next largest category at approximately 27 percent, and waste sources would be about 4 percent of the total emissions, respectively. In addition, water source emissions would be approximately 2 percent of the total emissions. Area sources would be less than 1 percent of the total emissions. Appendix E provides additional calculation details.

Table 4.4.C: Greenhouse Gas Emissions (Metric Tons Per Year)

Emission Type	Operational Emissions				
	CO_2	CH_4	N_2O	CO_2e	Percentage of Total
Mobile Source	8,491.8	0.3	0.3	8,596.5	67
Area Source	39.8	<0.1	<0.1	39.9	<1
Energy Source	3,410.6	0.2	<0.1	3,422.2	27
Water Source	170.1	2.8	0.1	261.4	2
Waste Source	152.7	15.3	0.0	534.2	4
Total Operational Emissions				**12,854.2**	**100.0**
Amortized Construction Emissions				2,162.4	-
Total Annual Emissions				**15,016.6**	**-**
SCAQMD Threshold				**3,000.0**	-
Exceeds Threshold?				**Yes**	**-**
Service Population Emissions				**3.3**	
SCAQMD Plan-Level Service Population Threshold				**4.1**	**-**
Exceeds Threshold?				**No**	**-**

Source: LSA (August 2023).

CH_4 = methane
CO_2 = carbon dioxide
CO_2e = carbon dioxide equivalent
N_2O= nitrous oxide
SCAQMD = South Coast Air Quality Management District

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/yr. Based on the analysis results, the proposed project would result in 15,016.6 MT CO_2e/yr, which would exceed the SCAQMD threshold of 3,000 MT CO_2e/yr. Therefore, consistent with the SCAQMD's interim guidance, the following discussion compares the proposed project to the efficiency-based threshold.

As described further in Section 4.7, Population and Housing, according to the 2017 American Housing Survey (AHS), the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the AHS) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area was 1.99 persons. Therefore, the additional 2,314 housing units that would potentially be built in the City would result in an increase in 4,605 residents. The proposed project would result in per service population emissions of 3.3 MT CO_2e/yr/SP, which would be below the SCAQMD's plan-level screening threshold of 4.1 MT CO_2e/yr/SP. Therefore, operation of the proposed project would not generate significant GHG emissions that would have a significant effect on the environment. Impacts would be considered less than significant, and no mitigation is required.

Threshold 4.4.2: 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. An evaluation of the proposed project's consistency with the 2022 Scoping Plan and the 2020–2045 RTP/SCS is provided below.

2022 Scoping Plan. The CARB Scoping Plan is applicable to State agencies and is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). However, new regulations adopted by the State agencies outlined in the Scoping Plan result in GHG emissions reductions at the local level. As a result, local jurisdictions benefit from reductions from the Scoping Plan, such as transportation emissions, increases in water efficiency in the building and landscape codes, and other Statewide actions that would affect a local jurisdiction's emissions inventory from the top down. Statewide strategies to reduce GHG emissions include the LCFS and changes in the CAFE standards (e.g., Pavley I and Pavley California Advanced Clean Cars program). Although measures in the Scoping Plan apply to State agencies and not the proposed project, the project's GHG emissions would be reduced by compliance with Statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, the proposed project was analyzed for consistency with the goals of the 2022 Scoping Plan, EO B-30-15, SB 32, and AB 197.

EO B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan,[23] to reflect the 2030 target set by EO B-30-15 and codified by SB 32. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in EO B-30-15. SB 32 builds on AB 32 and keeps us on the path toward achieving the State's 2050 objective of reducing emissions to 80 percent below 1990 levels.

[23] CARB. 2017. *California's 2017 Climate Change Scoping Plan*. November.

The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

The 2022 Scoping Plan assesses progress toward the statutory 2030 target, while laying out a path to achieving carbon neutrality no later than 2045. The 2022 Scoping Plan 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 focuses on building clean energy production and distribution infrastructure for a carbon-neutral future, including transitioning existing energy production and transmission infrastructure to produce zero-carbon electricity and hydrogen, and utilizing biogas resulting from wildfire management or landfill and dairy operations, among other substitutes. The 2022 Scoping Plan states that in almost all sectors, electrification will play an important role. The 2022 Scoping Plan evaluates clean energy and technology options and the transition away from fossil fuels, including adding four times the solar and wind capacity by 2045 and about 1,700 times the amount of current hydrogen supply. As discussed in the 2022 Scoping Plan, EO N-79-20 requires that all new passenger vehicles sold in California will be zero-emission by 2035, and all other fleets will have transitioned to zero-emission as fully possible by 2045, which will reduce the percentage of fossil fuel combustion vehicles.

Energy measures are intended to maximize energy efficiency 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, future projects would be required to comply with the latest Title 24 and CALGreen Code standards regarding water efficiency and energy conservation requirements. 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, future projects would be required to comply with the latest Title 24 and CALGreen Code standards, which include a variety of different measures, including reduction of wastewater and water use. In addition, the future projects 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 emissions reduction targets for passenger vehicles. Specific regional emissions 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 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.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy. SCAG's 2020–2045 RTP/SCS was adopted September 3, 2020. SCAG's RTP/SCS identifies 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 by implementing transportation demand management strategies, integrating land use decisions and technological advancements, creating complete streets that are safe to all roadway users, preserving the transportation system, and expanding transit and fostering 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 development forecast that is generally consistent with regional-level general plan data. The forecast 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 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 provides incentives for consistency for governments and developers.

According to SCAG's 2020–2045 RTP/SCS, the City's population, households, and employment are forecast to increase by approximately 1,700 residents, 800 households, and 3,100 jobs, respectively, between 2016 and 2045.[24] It is important to note that the Regional Growth Forecast prepared for the 2020–2045 RTP/SCS was developed prior to the establishment of the City's Regional Housing Needs Assessment (RHNA) allocation of 3,936 units for the 2021–2029 planning period.

With respect to determining the proposed project's consistency with Air Quality Management Plan growth assumptions, the projections in the Air Quality Management Plan for achieving air quality goals are based on assumptions in SCAG's RTP/SCS regarding the City's population, housing, and growth trends.

Although the 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units, Cypress has an unaccommodated housing need of 1,990 units to meet its estimated housing growth needs identified in the SCAG RHNA allocation of 3,936 units. As such, the proposed project would accommodate the construction of a total of 2,314 housing units on the potential housing sites.

Future development implemented in accordance with the proposed rezoning and updated land use designations would accommodate planned regional housing growth included in the SCAG RHNA. Any future projects implemented in accordance with the proposed zoning overlays and updated land use designations would be required to adhere to the City's General Plan. Therefore, since the purpose of

[24] Southern California Association of Governments (SCAG). 2020. *Connect SoCal 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy.* Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan_0.pdf?1606001176 (accessed June 2023).

the proposed project is to accommodate planned regional housing growth included in the SCAG RHNA, the proposed project would not exceed the growth assumptions in the SCAG's RTP/SCS.

Implementing SCAG's RTP/SCS will greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emissions reduction targets. Before development can take place, each discretionary development project is required to be analyzed for conformance with the General Plan, zoning requirements, and other applicable local and State requirements; to comply with the requirements of CEQA; and to obtain all necessary clearances and permits. As such, future additional housing development allowed under the proposed project would be evaluated for its potential to interfere with SCAG's ability to achieve the region's GHG reduction target of 19 percent below 2005 per capita emissions levels by 2035, and whether regional mobile emissions would decrease in line with the goals of the RTP/SCS.

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. With implementation of Mitigation Measure GHG-1, the proposed project would not conflict with an adopted plan, policy, or regulation pertaining to GHG emissions, and impacts are considered less than significant with mitigation.

4.4.7 Level of Significance Prior to Mitigation

The proposed project would result in potentially significant impact related to GHG emissions.

4.4.8 Mitigation Measures

Mitigation Measure GHG-1 Prior to discretionary approval by the City of Cypress for residential development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), Project Applicants shall prepare and submit a technical assessment evaluating potential project-related greenhouse gas (GHG) impacts to the City of Cypress for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology. If project-related GHG emissions exceed applicable SCAQMD thresholds of significance and/or Statewide GHG reduction targets, the City of Cypress shall require that applicants for new development projects incorporate mitigation measures to reduce GHG emissions. Mitigation measures could include, but are not limited to, energy efficiency measures, water conservation and efficiency measures, solid waste measures, and transportation and motor vehicle measures. The identified measures shall be included as part of the conditions of approval.

4.4.9 Level of Significance after Mitigation

GHG emissions associated with the build out under the proposed project would not exceed the SCAQMD threshold of 3,000 MT CO_2e/yr or 4.1 MT CO_2e/yr/SP. Therefore, the proposed project would result in less than significant impacts related to GHG emissions.

4.4.10 Cumulative Impacts

Cumulative impacts are the collective impacts of one or more past, present, or future projects, that when combined, result in adverse changes to the environment. Climate change is a global environmental problem in which: (1) any given development project contributes only a small portion of any net increase in GHGs, and (2) global growth is continuing to contribute large amounts of GHGs across the world. Land use projects may contribute to the phenomenon of global climate change in ways that would be experienced worldwide, and with some specific effects felt in California. However, no scientific study has established a direct causal link between individual land use project impacts and global warming.

The analysis of impacts related to GHG emissions is inherently cumulative. With implementation of Mitigation Measure GHG-1, the proposed project would have no conflict with applicable statewide and regional climate action measures. In addition, as discussed above, the project's operational-related GHG emissions would not exceed the SCAQMD's numeric threshold. GHG emissions impacts associated with the proposed project would be less than significant, and therefore the cumulative impact would also be less than significant with mitigation incorporated.

4.5 LAND USE AND PLANNING

This section describes the existing land uses on the opportunity sites and in their vicinity, and evaluates the compatibility of the proposed 2021–2029 Cypress Housing Element Implementation Project (proposed project) with surrounding land uses and relevant policy and planning documents. The consistency analysis presented in this section was prepared in compliance with *State CEQA Guidelines* Section 15125(d). Information presented in this section is based on information provided in the City of Cypress (City) General Plan, the City Zoning Ordinance, the 2012 Cypress Business and Professional Center Specific Plan (CBPC Specific Plan; last amended in 2012), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan; last amended in 2018), and the Lincoln Avenue Specific Plan (LASP; last amended in 2016). In addition, pursuant to *State CEQA Guidelines* Section 15125(d), this Draft Program Environmental Impact Report (PEIR) evaluates the proposed project's consistency with other applicable planning documents as they relate to specific topical sections within Chapter 4.0, Existing Environmental Setting, Environmental Analysis, Impacts, and Mitigation Measures.

4.5.1 Methodology

The impact analysis presented in this Land Use and Planning section evaluates potential physical impacts of the proposed project on land use compatibility and considers whether the proposed project would result in potential inconsistencies with relevant plans or policies contained in applicable planning documents adopted by the City and other agencies. Neither CEQA nor the *State CEQA Guidelines* set forth standards for determining whether or not a project is consistent with an applicable plan; rather, the final determination that a project is consistent or inconsistent with an applicable plan is made by the Lead Agency when it acts on the project. The analysis in this PEIR discusses the findings of policy review and is meant to provide a guide for decision-makers during policy interpretation.

A project's inconsistency with a plan or policy is only considered significant if such inconsistency would result in a significant physical environmental impact (per *State CEQA Guidelines* Section 15382). This PEIR section determines whether or not the proposed project would conflict with any adopted land use policies or programs and whether mitigation is feasible. Under this approach, a policy or program conflict is not in and of itself considered a significant environmental impact. An inconsistency between the proposed project and an applicable plan is a legal determination that may or may not indicate the likelihood of an environmental impact. In some cases, an inconsistency may be evidence that an underlying physical impact is significant and adverse.

4.5.2 Existing Environmental Setting

4.5.2.1 Geographical Setting

The City of Cypress includes approximately 6.6 square miles and is located in the northwestern portion of the County of Orange, California. The City is bordered on the north by the cities of La Palma and Buena Park, on the east by the cities of Anaheim and Stanton, on the south and west by the city of Los Alamitos, and on the west by the cities of Long Beach, Hawaiian Gardens, and Lakewood. Regional vehicular access to the City is provided via State Route 22 (SR-22), Beach

Boulevard (State Route 39 [SR-39]), State Route 91 (SR-91), and Interstates 405 and 605 (I-405 and I-605, respectively).

4.5.2.2 Existing Land Uses

Incorporated in 1956, the City of Cypress is predominantly developed with residential and commercial land uses as well as community facilities.[1] A period of rapid development followed Cypress' incorporation, which consisted mainly of single-family residential subdivisions. An extensive parks and recreation system and a large employment center in the southern section of the City have since been developed.

Cypress currently has adopted sixteen Specific Plans, which provide development guidelines for "smaller areas that have unique qualities and require focused planning attention."[2] Each Specific Plan is delineated in the City's General Plan Land Use Map (City of Cypress 2021). The proposed project's opportunity sites fall within three Specific Plan groupings based on the boundaries presented in the Land Use Map. The opportunity sites fall within the boundaries of the Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons (CTCC) Specific Plan 2.0, and the Cypress Business and Professional Center (CBPC) Specific Plan. Accordingly, the opportunity sites are considered as three separate groupings for the purpose of this analysis. These opportunity site groupings are illustrated in Figure 3-3, Opportunity Sites.

The opportunity sites, as identified in Chapter 3.0, are currently developed with a variety of uses, including but not limited to Recreation/Open Space, Commercial/Mixed Use, and Residential Uses. These uses generally correspond with the character of the Specific Plan in which they are located, which will be discussed further in Sections 4.5.3.4 and 4.5.5.

The proposed zoning and land use designation changes at the opportunity sites are intended to establish consistency between the updated 2021–2029 Housing Element and other General Plan components, including the Land Use Element as well as the three affected Specific Plans, which will be described in detail in the following sections.

4.5.3 Regulatory Setting

4.5.3.1 Federal Regulations

There are no federal regulations applicable to land use and planning.

4.5.3.2 State Regulations

California State Planning and Zoning Law. This law, which is codified in California Government Code sections 65000-66037, delegates most of the State's local land use and development decisions to cities and counties. The California Government Code establishes specific requirements pertaining to the regulation of land uses by local governments, including general plan requirements, specific

[1] City of Cypress. 2001. Introduction to the General Plan. Website: https://www.cypressca.org/home/showpublisheddocument/662/636123113549170000 (accessed January 16, 2024).

[2] City of Cypress. 2001. General Plan Land Use Element. Website: https://www.cypressca.org/home/showpublisheddocument/668/636123114412030000c (accessed January 16, 2024).

plans, subdivisions, and zoning. California Government Code Section 65302 requires that all California cities and counties include the following seven elements in their general plan:

- Land Use
- Circulation
- Housing
- Conservation
- Open Space
- Noise
- Safety

Cities and counties in the San Joaquin Air Pollution Control District must also address air quality in their general plans. Cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans, including air quality.[3]

Sustainable Communities and Climate Protection Act of 2008 (Senate Bill 375). This statute requires California's regional planning agencies to include a Sustainable Communities Strategy (SCS) or Alternative Planning Strategy in their Regional Transportation Plans (RTP). Senate Bill 375 (SB 375) was enacted to reduce greenhouse gas emissions from automobiles and light trucks through integrated transportation, land use, housing, and environmental planning. Under the law, California's regional planning agencies are required to include a Sustainable Communities Strategy (SCS) in their Regional Transportation Plans (RTP). The SCS provides a plan for meeting the regional emissions reduction targets established by the California Air Resources Board (CARB). If the emissions reduction targets cannot be met through the SCS, an Alternative Planning Strategy (APS) may be developed that shows how the targets would be achieved through alternative development patterns, infrastructure, or additional transportation measures of policies. SB 375 also offers local governments regulatory and other incentives to encourage more compact new development and transportation alternatives.

The requirements of SB 375 are reflected in the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) adopted by the Southern California Association of Governments (SCAG), which serves as the regional planning agency in the six-county metropolitan region composed of Orange, Los Angeles, Ventura, Riverside, San Bernardino, and Imperial Counties. The 2020–2045 RTP/SCS is discussed in further detail below in Section 4.5.3.3.

4.5.3.3 Regional Regulations

The City of Cypress is covered by several planning documents and programs that have varying degrees of regulation over use in the City. The following paragraphs explain regional regulations, plans, and policies applicable to the opportunity sites that are analyzed in this section of the PEIR.

Southern California Association of Governments (SCAG). As discussed above, regional planning in Orange, Los Angeles, Ventura, Riverside, San Bernardino, and Imperial Counties is conducted by

[3] Senate Bill (SB) 1000, adopted in 2016, requires both cities and counties that have disadvantaged communities to incorporate environmental justice (EJ) policies into their general plans, either in a separate EJ element or by integrating related goals, policies, and objectives throughout the other elements. This update, or revision if the local government already has EJ goals, policies, and objectives, must happen "upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."

SCAG. SCAG is also the federally designated Metropolitan Planning Organization (MPO) for these six counties. As the designated MPO, SCAG is mandated by the federal government to research and prepare plans for transportation, a growth forecast, hazardous waste, and air quality. The growth forecast serves as the foundation of these plans. Of the various plans adopted by SCAG, the Regional Comprehensive Plan and the 2020–2045 RTP/SCS are relevant to the project.

Regional Transportation Plan/Sustainable Communities Strategy. On September 3, 2020, SCAG adopted the 2020–2045 Connect SoCal RTP/SCS. The 2020–2045 Connect SoCal RTP/SCS is a long-range visioning plan that builds upon and expands land use and transportation strategies established over several planning cycles to increase mobility options and achieve a more sustainable growth pattern. The overall vision for the 2020–2045 RTP/SCS is to chart a path toward a more mobile, sustainable and prosperous region by making connections between transportation networks, planning strategies, and the people whose collaboration can improve the quality of life for Southern Californians.

The goals of Connect SoCal fall into four core categories: economy, mobility, environment, and healthy/complete communities. The plan explicitly lays out goals related to housing, transportation technologies, equity, and resilience in order to adequately reflect the increasing importance of these topics in the region, and where possible the goals have been developed to link to potential performance measures and targets. The plan's guiding policies take these goals and focus them, creating a specific direction for plan investments.

The following goals in the 2020–2045 RTP/SCS are applicable to the proposed project:

Goal 6: Support healthy and equitable communities.

Goal 9: Encourage development of diverse housing types in areas that are supported by multiple transportation options.

4.5.3.4 Local Regulations

The City has preeminent decision-making authority regarding allowable land uses on the opportunity sites. As discussed in greater detail below, the City's General Plan and Zoning Code both apply to the project; however, the three relevant Specific Plans largely govern the permitted uses on, and development standards for, the opportunity sites.

City of Cypress General Plan. The City of Cypress General Plan contains goals, policies, and plans that are intended to guide land use and development decisions. The General Plan consists of a Land Use Map and the following eight elements, or chapters, which together fulfill the State requirements for a General Plan:

- Land Use Element
- Housing Element
- Circulation Element

- Conservation/Open Space/Recreation Element (satisfies the State's Conservation and Open Space Element requirements)
- Safety Element
- Noise Element
- Air Quality Element (optional element not required by State law)
- Growth Management Element (optional element not required by State law)

The City of Cypress General Plan was last comprehensively updated by the City Council in September 2001.

At the heart of the General Plan is the Land Use Element (2001). This element presents the City's goals and policies directing the long-term growth, development, and revitalization of the City. The Land Use Element serves as a guide to the allocation of land use in the City and has major impacts on key issues and subject areas examined in the other elements of the General Plan. The Land Use Map, which illustrates land uses within the City, is a primary feature of the Land Use Element. Land use designations indicate the type and nature of development that is allowed in a given location. The City's General Plan Land Use Element contains the following land use categories:

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mobile Home Park
- General and Neighborhood Commercial
- Specific Plan
- Light Industrial
- Business Park
- Community Facilities and Services

Each of these categories establishes allowed land uses and corresponding standards of compliant intensity and density. Intensity is typically more concerned with non-residential uses while density, within the context of land use, measures the residential capacity of land in terms of dwelling units per gross acre.

In addition to standards of development within the City, the General Plan Land Use Element also states various goals, along with policies designed to facilitate the achievement of each goal. The following goals and policies included in the General Plan are relevant to the proposed project:

- **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.

- **Policy LU-1.2:** Allow for multi-family infill in designated areas to satisfy regional housing needs.
- **Policy LU-1.3**: Encourage mixed use development within the Lincoln Avenue Specific Plan area by providing incentives for senior citizen and multi-family housing.
- **Policy LU-1.4:** Locate residential uses within close proximity of commercial centers to encourage pedestrian access, and to provide a consumer base for commercial uses.

- **Goal LU-2:** Ensure that new development is compatible with surrounding land uses, the circulation network, availability of public facilities, and existing development constraints.
  - **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.
  - **Policy LU-2.2:** Where residential/commercial mixed use is permitted, ensure compatible integration of adjacent uses to minimize conflicts.
  - **Policy LU-2.7:** Encourage the provision of pedestrian linkages between adjacent commercial uses and commercial and residential uses to encourage pedestrian activity and reduce vehicle trips.
- **Goal LU-3:** Revitalize older commercial and residential uses and properties.
  - **Policy LU-3.1:** Encourage and continue the use of redevelopment activities in the Civic Center project area, on Lincoln Avenue, and on the Los Alamitos Race Track and Cypress Golf Club.
  - **Policy LU-3.3:** Provide incentives to encourage lot consolidation and parcel assemblage to provide expanded opportunities for coordinated development.
- **Goal LU-4:** Improve urban design in Cypress to ensure that development is both architecturally and functionally compatible and to create identifiable neighborhoods, commercial, and business park districts.
  - **Policy LU-4.2:** Encourage development projects to utilize high quality design for architecture and site planning through the City's design review process.
  - **Policy LU-4.3:** Implement the design guidelines of the Lincoln Avenue Specific Plan to improve the overall appearance of existing buildings, streets, and parking areas consistent with the Lincoln Avenue streetscape.
  - **Policy LU-4.4:** Preserve Cypress' low density residential neighborhoods through enforcement of land use and property development standards to create a harmonious blending of buildings and landscape.
- **Goal LU-6:** Enhance the visual image and economic vitality of the Lincoln Avenue corridor.
  - **Policy LU-6.4:** Encourage mixed use development on Lincoln Avenue by providing incentives for senior citizens and multi-family housing.
  - **Policy LU-6.5:** Continue to maintain a "pedestrian scale and orientation" and improve pedestrian circulation and amenities.

- **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.
    - **Policy CIR-1.3:** Encourage development which contributes to a balanced land use, which in turn serves to reduce overall trip lengths (i.e., jobs/housing balance, locate retail in closer proximity to resident/patrons).
    - **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.
    - **Policy CIR-1.5:** The City of Cypress will continue involvement in plans and programs related to the Circulation Element. This involvement is anticipated to result in traffic studies to be undertaken by City staff, to identify specific circulation programs and improvements to be implemented, in order to satisfy the various related programs.
- **Housing Element**
  - **Goal HOU-3:** Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.
  - **Goal HOU-4:** Provide adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs.
    - **Policy HOU-4.2:** Facilitate development of mixed-use projects within the Lincoln Avenue Specific Plan, including stand-alone residential development (horizontal mixed-use) and housing above ground-floor commercial uses (vertical mixed-use).
    - **Policy HOU-4.4:** Ensure compatibility of new residential development with existing development to enhance the City's residential neighborhoods.
- **Noise Element**
  - **Goal N-2:** Incorporate noise considerations into land use planning decisions.
- **Air Quality Element**
  - **Goal AQ-1:** Reduce air pollution through proper land use and transportation planning.
- **Growth Management Element**
  - **Goal GM-1:** Reduce traffic congestion.
    - **Policy GM-4.1:** To the extent feasible, utilize information on the jobs/housing balance in the City and region as a factor in land use decision-making.

City of Cypress Zoning Ordinance. The City of Cypress Zoning Ordinance implements the policies of the Cypress General Plan by classifying and regulating the uses of land and structures within the City. The City's Zoning Ordinance has been adopted to promote and protect the public health, safety, and general welfare of residents while preserving and enhancing the City's aesthetic quality. The City is divided into zoning districts that directly correspond to the land use designations outlined in the Land Use Element of its General Plan. The City's Zoning Ordinance classifies, regulates, restricts, and separates the use of land and structures, regulates and limits the bulk, height, and type of structures in the various zoning districts, and regulates areas of yards and other open areas abutting and between structures, and regulates the density of population.

The proposed project includes an amendment to the City's Zoning Ordinance and Zoning Map to resolve potential zoning inconsistencies resulting from adoption of the 2021–2029 Housing Element, particularly concerning the opportunity sites pursuant to the City's RHNA allocation. Specifically, potential inconsistencies could arise from proposed changes to zoning designations that would allow for residential development, and in some cases, more dense residential development, within the opportunity sites. Under the proposed project, the density of these sites would range from 8 dwelling units per acre (du/ac) to 60 du/ac.

Cypress Business and Professional Center (CBPC) Specific Plan. As set forth in the Land Use Element of the City's General Plan, Specific Plans implement General Plan goals and policies by designating land uses, densities, development, and design standards in more specific detail. On April 17, 1990, the Cypress City Council adopted the CBPC Specific Plan, which established comprehensive guidance and regulations for the development of approximately 298 acres of land within the City. In 2012, the CBPC Specific Plan was amended. As shown in Figure 3-6, a large portion of what was previously considered the CBPC Specific Plan area is now subject to the CTCC Specific Plan. As shown in Figure 3-6, the CBPC Specific Plan is divided into nine different planning areas; however, all of Planning Area 1, most of Planning Area 8, and small portions of Planning Areas 6 and 9 are now subject to the CTCC Specific Plan.

The Specific Plan largely governs the permitted uses on, and development standards for, the opportunity sites within the CBPC Specific Plan's boundaries.

The Professional Office designation is intended to accommodate the development of professional and administrative offices that complement the adjacent hotel center within the CBPC Specific Plan area. Permitted uses within this land use designation include a variety of office, studio, financial institutions, governmental, corporate, employment, and health service uses. Uses permitted subject to a conditional use permit include commercial, trade or vocational schools, restaurant, service stations, post offices, and other similar uses that the Community Development Director finds to be compatible with these uses, subject to review or approval by the City Council.

Other land use designations within the CBPC Specific Plan include Mixed-Use Commercial/Senior Housing, Mixed Use Business Park, Hotel and Support Commercial, and Mixed-Use Business Park/ General Retail Commercial.

The following policies in the CBPC Specific Plan are relevant to the proposed project:

- **Development Plan**
  - **Overall Concept**
    - **Policy 1:** Encourage primarily employment generating business park and other commercial uses in the Specific Plan area, while expanding the diversity of housing by providing multifamily housing in Planning Area 5B, and senior housing and related "continuum of care" facilities in Planning Area 9.
    - **Policy 3:** Utilize site plan review as a means of authorizing the maximum and best use of each parcel of land allowed by this Specific Plan.

It should be noted that CBPC Specific Plan policies regarding the Los Alamitos Race Course are not considered in the consistency analysis in this section because the Los Alamitos Race Course currently falls within the boundaries of the CTCC Specific Plan.

Cypress Town Center and Commons (CTCC) Specific Plan 2.0. As set forth in the Land Use Element of the City's General Plan, Specific Plans implement General Plan goals and policies by designating land uses, densities, development, and design standards in more specific detail. In June 2018, the City's voters approved Measure A, which approved the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan).

The CTCC Specific Plan establishes a comprehensive master plan and regulatory framework for the use and development of approximately 154.4 acres of land in the City, which were formerly included in the CBPC Specific Plan area. The CTCC Specific Plan area includes the Los Alamitos Race Course property and is generally bounded by Cerritos Avenue to the north, Katella Avenue to the south, and Lexington Drive to the west.

As shown in Figure 3-4, Cypress Town Center and Commons Specific Plan 2.0 Planned Land Uses, the CTCC Specific Plan area is divided into six land use districts. One of the primary features of the CTCC Specific Plan is the town center district, which is intended to be the City's "main street" and a gathering place for the community, and will include a vibrant mix of entertainment, retail, restaurant, commercial and residential uses.

The CTCC Specific Plan's residential district is intended to accommodate a variety of residential opportunities and lifestyles. Residential units adjacent to Cerritos Avenue will generally match the densities of the existing neighborhood north of Cerritos Avenue. Further south, smaller-lot, single-family homes are permitted, as well as single-family attached units, including townhomes and condominiums. Trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the public parks and town center. The Senior Housing/Medium-Density Residential district allows age-restricted housing (with a qualified occupant of 55 or older), as well as multi-family housing, at a variety of densities.

Unlike the CBPC Specific Plan and the Lincoln Avenue Specific Plan, the CTCC Specific Plan does not list any unique goals or policies. Instead, it relies upon goals and policies from various City General Plan sections.[4]

Lincoln Avenue Specific Plan (LASP). As set forth in the Land Use Element of the City's General Plan, Specific Plans implement General Plan goals and policies by designating land uses, densities, development, and design standards in more specific detail.

The Lincoln Avenue Specific Plan (LASP) was approved by the Cypress City Council in 1998. The LASP has subsequently been amended numerous times, including in 2006 to eliminate the maximum front building setback within the Campus Village land use district, in 2009 to create a new Residential R30 District and to provide for transitional housing, supportive housing, and emergency shelters in conjunction with the 2009 Housing Element Update, and in 2016 to create a Commercial Preservation Overlay.

The LASP area is situated in the northern portion of the City and extends east to west approximately 3.1 miles. Lincoln Avenue is the major east-west commercial corridor for the City. There are a wide variety of land uses within this specific plan, including, low intensity commercial, retail-commercial, service oriented, and residential uses.

As shown in Figure 3-4, Lincoln Avenue Specific Plan Planned Land Uses, the LASP is divided into nine different land use districts, which allow a mix of residential, commercial, mobile home park, public and semi-public, quasi-public, and light industrial uses.

The following goals and policies included in the LASP are relevant to the proposed project:

- **Goal 1:** Enhance the economic vitality of the Lincoln Avenue Corridor.
    - **Policy 1.5:** Locate residential uses within close proximity of commercial centers to encourage pedestrian traffic, and to provide a consumer base for commercial uses.

4.5.4 Thresholds of Significance

The thresholds for land use and planning impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist.* The proposed project may be deemed to have a significant impact with respect to land use and planning if it would:

Threshold 4.5.1: Physically divide an established community?

Threshold 4.5.2: 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?

[4] City of Cypress. 2017. Cypress Town Center and Commons Specific Plan 2.0. Website: https://www.cypressca.org/home/showpublisheddocument/9683/637363679477400000 (accessed May 2023).

Section 4.11, Land Use and Planning, of the Initial Study (Appendix B) prepared for the proposed opportunity sites occur within an urbanized area and would not physically divide an established community. Therefore, impacts related to the physical division of an established community would be less than significant, and Threshold 4.5.1 is not further addressed below.

4.5.5 Project Impacts

Threshold 4.5.2: 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*.** Implementation of the proposed project would result in land use changes within the City. These changes would occur exclusively within existing specific plans and would require rezoning to accommodate residential development, or higher density residential development than currently allowable, consistent with the City's RHNA allocation.

As discussed earlier in this section, a project's inconsistency with a plan or policy is only considered significant if such inconsistency would result in a significant physical environmental impact (per *State CEQA Guidelines* Section 15382). The project's consistency with relevant land use plans, policies and regulations adopted for the purpose of avoiding adverse environmental impact is discussed below. This section includes an analysis of the project's consistency with the SCAG 2020–2045 RTP/SCS, the City of Cypress (City) General Plan, the City Zoning Ordinance, the CTCC Specific Plan, the CBPC Specific Plan, and the LASP. Please note that this PEIR does not include a CTCC Specific Plan consistency analysis because the CTCC Specific Plan does not contain any unique goals or policies.

SCAG Regional Transportation Plan/Sustainable Communities Strategy. Table 4.5.A provides a consistency analysis of goals from the 2020–2045 RTP/SCS that are relevant to the proposed project. In order to eliminate repetitive policies and focus on key issues, goals that are not relevant to the proposed project are not included in Table 4.5.A. As described in Table 4.5.A, the proposed project would be consistent with applicable goals of the 2020–2045 RTP/SCS, and no mitigation is required. Furthermore, the proposed project reinforces goals contained in the 2020–2045 RTP/SCS by providing additional housing opportunities within locations near amenities and already used by the public for commercial, recreational, and/or professional uses.

City of Cypress General Plan. The proposed project's changes to land use designations would allow for residential development within the opportunity sites and provide consistency between the General Plan Land Use and Zoning Code and the updated 2021–2029 City General Plan Housing Element. Table 4.5.B provides a consistency analysis of the goals and policies from the City's General Plan that are relevant to the proposed project. In order to eliminate repetitive policies and focus on key issues, policies that are not relevant to the proposed project are not included. As highlighted in the analysis presented in Table 4.5.B, the proposed project's updates to the General Plan would ensure consistency between the project and all applicable General Plan goals and policies.

Table 4.5.A: RTP/SCS Consistency Analysis

Relevant RTP/SCS Goals	Consistency Analysis
RTP/SCS Goal 6: Support healthy and equitable communities.	**Consistent.** The proposed project would support equitable communities by accommodating a variety of housing types to meet the needs of all Cypress residents, creating opportunities for attainably-priced housing for all income groups. The Regional Housing Needs Assessment (RHNA) allocation within the 2021–2029 Housing Element Update specifies various income levels for future residential developments to ensure economic diversity and inclusivity within the City's communities. The proposed updates to the City's zoning and specific plans would result in higher density residential areas that would create a greater sense of community and aim to preserve the character of established neighborhoods. The opportunity sites' proximity to existing community amenities would provide residents with community spaces within walking distance. Therefore, the proposed project would be consistent with Goal 6 in the 2020–2045 RTP/SCS.
RTP/SCS Goal 9: Encourage development of diverse housing types in areas that are supported by multiple transportation options.	**Consistent.** The proposed project would amend the City's Zoning Ordinance and specific plans to provide adequate potential housing sites with corresponding density to provide the needed units to meet the City's RHNA allocation as stated in the 2021–2029 Housing Element. The project would accommodate the appropriate distribution of new housing throughout the City. The opportunity sites are located within previously developed areas of the City and are accessible by walking, biking, or driving via existing streets. Additionally, Orange County Transportation Authority (OCTA) operates bus service in the City along Lincoln Avenue and Katella Avenue, which include many of the opportunity sites.[1] Therefore, another transportation option available at the proposed project's opportunity sites would be public transit. As such, the proposed project would be consistent with Goal 9 in the 2020–2045 RTP/SCS.

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

[1] Orange County Transportation Authority. West/Central County System Map. Website: https://www.octa.net/ebusbook/routePdf/County.pdf?n=2023 (accessed May 2023).

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
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 opportunity sites were selected because of their potential ability to accommodate the housing needs allocated to the City by the SCAG Regional Housing Needs Assessment (RHNA) adopted in the City's 2021–2029 Housing Element update. The proposed project seeks to establish consistency across the City's land use documents to ensure that planning decisions are informed and balanced. Therefore, the proposed project would be consistent with Goal LU-1 of the City's General Plan.
Policy LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.	**Consistent.** Though the proposed project does not involve development itself, it provides a framework for future development within the opportunity site areas. Objective 4 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, seeks to "promote land uses that transform now-vacant or under-utilized sites." Therefore, infill development is a priority consideration for future development within the opportunity sites under the proposed project. The project will provide infill housing opportunities to satisfy the City's RHNA requirements. Therefore, the proposed project would be consistent with Policy LU-1.2 of the City's General Plan.
Policy LU-1.3: Encourage mixed use development within the Lincoln Avenue Specific Plan area by providing incentives for senior citizen and multi-family housing.	**Consistent.** Though the proposed project does not involve development itself, it provides a framework for future development within the opportunity sites. As illustrated by Figure 3-3, Opportunity Sites, many of the proposed opportunity sites are within the Lincoln Avenue corridor, and therefore the LASP. Because the corridor is already developed with various commercial uses, it is reasonable to assume that a portion of future residential developments would fall under the mixed-use category. While the proposed project does not necessarily contain provisions for senior housing, the land use designations could accommodate senior housing. Further, many of the opportunity sites along Lincoln Avenue would likely need to be multi-family housing developments in order to accommodate the proposed density of 30 dwelling units per acre (du/ac). Therefore, the proposed project would be consistent with Policy LU-1.3 of the City's General Plan.
Policy LU-1.4: Locate residential uses within close proximity of commercial centers to encourage pedestrian access, and to provide a consumer base for commercial uses.	**Consistent.** Some of the future developments enabled by the proposed project would be located at the opportunity sites along Lincoln Avenue (see Figure 3-3, Opportunity Sites). The Lincoln Avenue corridor is already a commercial hub, so the increased residential densities under the proposed project could potentially increase the existing consumer base and improve the walkability of the area. As far as the opportunity sites along Katella Avenue within the CTCC and CBPC Specific Plans, pedestrian access to the commercial and business uses for residents would also allow for a potentially increased consumer base. Therefore, the proposed project would be consistent with Policy LU-1.4 of the City's General Plan.

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
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.** The opportunity sites are within areas of existing development. Therefore, during site plan review, the City would consider the compatibility of any new residential dwelling units with the site's surroundings. Additionally, each opportunity site is within an area that is already designated for residential or commercial development.[1] Thus, the opportunity sites would not mark a substantial departure from existing uses and are not subject to any relevant development constraints. As discussed in Section 4.7, Population and Housing, of this PEIR, the opportunity sites are already served by existing roads and would not involve the extension of roads or other infrastructure. Therefore, the development would be compatible with the existing circulation network. The proposed project's relationship to the availability of public facilities is discussed in Section 4.8, Public Services, of this PEIR. As described in that section, all impacts of the proposed project on public services would be either less than significant prior to mitigation or reduced to a less than significant level by Regulatory Compliance Measures RCM PS-1 and RCM PS-2 in Section 4.8, Public Services, of this PEIR. This would make the proposed project consistent with the availability of public facilities. Therefore, the proposed project would be consistent with all aspects of Goal LU-2 of the City's General Plan.
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.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. Any future development proposals within these areas would be required to comply with applicable buffering, landscaping, and buffering standards of the City or relevant Specific Plan. Therefore, future residential uses made possible by the proposed project would be designed in a way that ensures a sensitive transition between commercial, business, and residential uses. As such, the proposed project would be consistent with all aspects of Policy LU-2.1 of the City's General Plan.
Policy LU-2.2: Where residential/commercial mixed use is permitted, ensure compatible integration of adjacent uses to minimize conflicts.	**Consistent.** All new residential development allowed under the proposed project is planned for areas that are already designated for residential or commercial development. Additional housing units under the proposed project would contribute to this mixed use without adding any inconsistent uses or interfering with either use. Future development proposals would be reviewed by the City for compatibility with surrounding land uses consistent with the City's Zoning and Specific Plan requirements. Therefore, the proposed project would be consistent with Policy LU-2.2 of the City's General Plan.
Policy LU-2.7: Encourage the provision of pedestrian linkages between adjacent commercial uses and commercial and residential uses to encourage pedestrian activity and reduce vehicle trips.	**Consistent.** Given that the opportunity sites are within areas of the City that already attract patrons for commercial uses, the increased residential development capacity under the proposed project could reduce vehicle trips by providing residents with the ability to walk between residences and commercial centers. The proximity itself would serve to encourage pedestrian activity and decreased vehicle trips. Therefore, the proposed project would be consistent with Policy LU-2.7 of the City's General Plan.

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Goal LU-3: Revitalize older commercial and residential uses and properties.	**Consistent.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. Objective 4 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, seeks to "promote land uses that transform now-vacant or under-utilized sites." Many of the existing buildings at the opportunity sites are currently used for commercial and/or residential purposes. The proposed project would seek to revitalize some of the properties within these Specific Plan boundaries that are older and not necessarily reaching their full use potential. Therefore, the proposed project would be consistent with Goal LU-3 of the City's General Plan.
Policy LU-3.1: Encourage and continue the use of redevelopment activities in the Civic Center project area, on Lincoln Avenue, and on the Los Alamitos Race Track and Cypress Golf Club.	**Consistent.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. The rezoning that would take place under the proposed project would involve redevelopment within the opportunity sites and encourage residential uses. As shown in Figure 3-3, Opportunity Sites, many of the opportunity sites are located on or adjacent to the Los Alamitos Race Course and the Lincoln Avenue corridor. Therefore, the proposed project would not only encourage, but would directly facilitate the redevelopment of the areas mentioned in this policy. As such, Therefore, the proposed project would be consistent with Policy LU-3.1 of the City's General Plan.
Policy LU-3.3: Provide incentives to encourage lot consolidation and parcel assemblage to provide expanded opportunities for coordinated development.	**Consistent.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. The project does not contain any incentives, financial or otherwise, for the encouragement of any particular coordinated development strategies. However, it does enable coordinated residential development along a series of parcels based on allowable densities under rezoning plans. Within this residential development, lot consolidation and parcel assemblage could potentially occur, dependent upon future proposal plans enabled by the project. Therefore, the proposed project would be consistent with Policy LU-3.3 of the City's General Plan.
Policy LU-4.2: Encourage development projects to utilize high quality design for architecture and site planning through the City's design review process.	**Consistent.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. Any future residential development proposals would be subject to City or applicable Specific Plan guidelines, which reflect strict standards of architecture and other design aspects. These developments would also be subject to the City's design review process, as with any development. Therefore, the proposed project would be consistent with Policy LU-4.2 of the City's General Plan.
Policy LU-4.3: Implement the design guidelines of the Lincoln Avenue Specific Plan to improve the overall appearance of existing buildings, streets, and parking areas consistent with the Lincoln Avenue streetscape.	Any reasonably foreseeable development proposals within the opportunity sites inside the LASP boundaries would be subject to the LASP design guidelines and standards, which would ensure that such developments would be visually compatible with the existing visual character of the area. Such development could even bring about potential improvements to the visual character

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
	of the area through new landscaping, lighting, or other design features. Therefore, the proposed project would be consistent with Policy LU-4.3 of the City's General Plan.
Policy LU-4.4: Preserve Cypress' low density residential neighborhoods through enforcement of land use and property development standards to create a harmonious blending of buildings and landscape.	**Consistent.** The zoning and land use designation changes proposed by the project reflect a shift from commercial/lower density zoning in favor of medium to high residential zoning, in some cases up to 60 du/ac. The higher density is intended to accommodate the City's RHNA allocation of dwelling units. Future projects would be reviewed for buffering and design considerations when higher density development is located adjacent to lower density land uses. The CTCC and CBPC Specific Plans are located in areas characterized by office and commercial uses and medium density housing. Therefore, the proposed project would be consistent with Policy LU-4.4 of the City's General Plan.
Goal LU-6: Enhance the visual image and economic vitality of the Lincoln Avenue corridor.	**Consistent.** The proposed project would allow higher density residential areas along Lincoln Avenue, which could improve the economic vitality of the Lincoln Avenue corridor by increasing the existing consumer base with new residents in close proximity. Given the proximity of the proposed Lincoln Avenue opportunity sites to existing retail locations, residents would be able to walk to many businesses. Additionally, as they fall within the boundaries of the LASP, any future developments within the Lincoln Avenue opportunity sites would be subject to the LASP design guidelines and standards, which would function to maintain the visual image of the area. Therefore, the proposed project would be consistent with Goal LU-6 of the City's General Plan.
Policy LU-6.4: Encourage mixed use development on Lincoln Avenue by providing incentives for senior citizens and multi-family housing.	**Consistent**. Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity sites. As illustrated by Figure 3-3, Opportunity Sites, many of the opportunity sites are located within the Lincoln Avenue corridor. Because the corridor is already developed with various commercial uses, it is reasonable to assume that a portion of future residential developments would fall under the mixed-use category. While the proposed project does not necessarily contain provisions for senior housing, future projects could incorporate or provide senior housing when actual plans are proposed. Further, many opportunity sites along Lincoln Avenue would likely need to be multi-family housing developments in order to provide housing types at the densities over 15 du/ac. Therefore, the proposed project would be consistent with Policy LU-6.4 of the City's General Plan.
Policy LU-6.5: Continue to maintain a "pedestrian scale and orientation" and improve pedestrian circulation and amenities.	**Consistent.** Design specifications of future residential developments would be made available at the time such development is proposed. However, it is reasonable to assume that future development made possible by the proposed project would continue to maintain a pedestrian scale and orientation for the sake of consistency with the General Plan. Under the proposed project's opportunity sites along Lincoln Avenue, residential areas of up to 30 du/ac would be located directly

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
	adjacent to commercial uses. Similarly, the opportunity sites within the CTCC and CBPC Specific Plans would locate residential uses of varying densities adjacent to commercial, professional, and mixed-use developments. These proximities would encourage pedestrian circulation between residential and commercial uses. Therefore, the proposed project would be consistent with Policy LU-6.5 of the City's General Plan.
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 part of this PEIR's impact analysis on transportation, a Level of Service (LOS) analysis was completed for 26 signalized intersections with the potential to be affected by the proposed project. The analysis compared the proposed project and found that it would not be expected to create significant LOS impacts under General Plan Build out conditions. Therefore, the proposed project would not interfere with the maintenance of the City's transportation system and would be consistent with Goal CIR-1 of the City's General Plan.
Policy CIR-1.3: Encourage development which contributes to a balanced land use, which in turn serves to reduce overall trip lengths (i.e., jobs/housing balance, locate retail in closer proximity to resident/patrons).	**Consistent.** Because the proposed project would enable particular areas of higher density residential development within close proximity to existing retail locations, it can be reasonably assumed that overall trip lengths may be shortened. Objective 3 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, seeks to implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage. This development would also potentially provide residents with employment opportunities within walking distance. Therefore, the proposed project would be consistent with Policy CIR-1.3 of the City's General Plan.
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 part of the environmental review process for the proposed project, a Level of Service (LOS) analysis pertaining to the project was conducted in May 2023. The analysis evaluated the potential circulation changes resulting from the implementation of the proposed project as required by the California Environmental Quality Act (CEQA). The assessment found that the proposed project would not result in any significant changes to LOS under General Plan build-out conditions. Had any impacts to LOS been discovered in this assessment, CEQA would have required the mitigation of these impacts. Therefore, the proposed project would be consistent with Policy CIR-1.4 of the City's General Plan.
Policy CIR-1.5: The City of Cypress will continue involvement in plans and programs related to the Circulation Element. This involvement is anticipated to result in traffic studies to be undertaken by City staff, to identify specific circulation programs and improvements to be implemented, in order to satisfy the various related programs.	**Consistent.** As part of the environmental review process for the proposed project, a Level of Service analysis pertaining to the project was conducted in May 2023 (Appendix H of this PEIR). The analysis evaluated the potential circulation changes resulting from the implementation of the proposed project as required by CEQA. Future traffic studies may be performed as part of the environmental review process of future residential development proposals made possible by the proposed project. Therefore, the proposed project would be consistent with Policy CIR-1.5 of the City's General Plan.

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Goal HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.	**Consistent.** The proposed project seeks to update various City planning documents in order to establish consistency with its 2021–2029 Housing Element Update, which addresses the City's RHNA allocation for the 6th Housing Element Cycle. The project's opportunity sites have been specifically selected for their ability to accommodate this magnitude of new housing so that the community's housing needs can be met. Objective 5 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, of this PEIR, seeks to provide high-quality housing in a variety of forms, sizes, and densities to serve the City's diverse population. Therefore, the range of housing opportunities that would be allowed under the proposed project's rezoning is intended to be diverse. Furthermore, the RHNA housing allocation accounts for income level, with different unit amounts based upon affordability. Under the proposed project, the proposed residential densities on the opportunity sites would range from 8 du/ac to 60 du/ac (see Figure 3-3, Opportunity Sites). Therefore, the proposed project would provide the City with a range of housing types. The proposed project would also provide for new housing options in several different areas of the City. More specifically, the Lincoln Avenue opportunity sites are located in the northern part of the City, while the opportunity sites along Katella Avenue are in the City's southwest corner (see Figure 3-3, Opportunity Sites). Each opportunity site is located within a Specific Plan, which each has its own sense of character. As such, the housing opportunities under the proposed project would provide a range of location options. Therefore, the proposed project would be consistent with Goal HOU-3 of the City's General Plan.
Goal HOU-4: Provide adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs.	**Consistent**. In order to meet the need for additional housing in accordance with the City's RHNA allocation, the proposed project would rezone/redesignate several opportunity sites to allow for low to high density residential development. The opportunity sites within the CTCC Specific Plan would be rezoned to allow for a density of up to 30 du/ac. The opportunity site within the CBPC Specific Plan would be rezoned from a Senior Housing/ Professional Office/Hotel and Support Commercial zone to a High Density Residential area of up to 60 du/ac. The LASP opportunity sites would be rezoned to allow for up to 30 du/ac in districts in which this density had previously not been allowed. All aforementioned updates are designed with the intent to meet the City's RHNA allocation; Objective 2 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, of this PEIR, seeks to meet the City's housing needs as identified in the RHNA. Furthermore, the project would increase the number of housing choices for residents that are lower income as per RHNA allocations. Therefore, the proposed project would be consistent with Goal HOU-4 of the City's General Plan.

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Policy HOU-4.2: Facilitate development of mixed-use projects within the Lincoln Avenue Specific Plan, including stand-alone residential development (horizontal mixed-use) and housing above ground-floor commercial uses (vertical mixed-use)	**Consistent.** Though the proposed project does not involve development itself, it would provide a framework for future development within the opportunity site. As illustrated by Figure 3-3, Opportunity Sites, many of the opportunity sites are located along the Lincoln Avenue corridor, and therefore within the LASP area. Because the corridor is already developed with various commercial uses, it is reasonable to assume that a portion of future residential developments would feature mixed-use development. Therefore, the proposed project would be consistent with Policy HOU-4.2 of the City's General Plan.
Policy HOU-4.4: Ensure compatibility of new residential development with existing development to enhance the City's residential neighborhoods.	**Consistent**. New residential development made possible by rezoning and changes to land use designations under the proposed project is unlikely to be incompatible with existing uses, as all new development is planned for areas already designated for residential or commercial development.[1] Additionally, Objective 4 of the proposed project, which can be found in Section 3.5 of Chapter 3.0, Project Description, of this PEIR, seeks to promote land uses that transform vacant or underutilized spaces. Therefore, the project aims to focus new residential development in infill projects that are adjacent to existing development. Future development on each of the opportunity sites would be subject to the architectural and design standards that are applicable to that part of the City, which would ensure aesthetic compatibility. Therefore, the proposed project would be consistent with Policy HOU-4.4 of the City's General Plan.
Goal N-2: Incorporate noise considerations into land use planning decisions.	**Consistent.** Consistent with California Environmental Quality Act (CEQA) requirements, Section 4.6, Noise, of this PEIR, evaluates the potential short-term and long-term noise impacts associated with construction and operation of the proposed project. The proposed project was found to have less than significant environmental impacts, which may factor into planning decisions pertaining to the proposed project. Therefore, the proposed project would be consistent with Goal N-2 of the City's General Plan.
Goal AQ-1: Reduce air pollution through proper land use and transportation planning.	**Consistent.** Objective 3 of the proposed project, which can be found in Section 3.5 of this PEIR, aims to implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage. The planning of potential residential sites directly adjacent to business and retail sites would eliminate the need for automobile travel in some cases. The walkable nature of many of the opportunity sites would contribute to the reduction of air pollution from automobile travel and would therefore make the project consistent with Goal AQ-1 of the City's General Plan.
Goal GM-1: Reduce traffic congestion.	**Consistent.** As part of the environmental review process for the proposed project, a Level of Service (LOS) assessment pertaining to the project was conducted in May 2023. This assessment evaluated the potential circulation changes resulting from the implementation of the proposed project as required by the California Environmental Quality Act (CEQA). The assessment found that the proposed project would not result in any

Table 4.5.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
	significant changes to LOS under General Plan build-out conditions. This, combined with the increased pedestrian accessibility that would result from the opportunity sites' proximity to existing land uses, could potentially function to reduce traffic congestion. Therefore, the proposed project would be consistent with Goal GM-1 of the City's General Plan.
Policy GM-4.1: To the extent feasible, utilize information on the jobs/housing balance in the City and region as a factor in land use decision-making.	**Consistent.** As discussed in Section 4.7, Population and Housing, of this PEIR, SCAG's RHNA was developed using various data, including the City's projected population, household, and employment growth. Thus, the balance of jobs and housing is a built-in factor of the RHNA housing unit allocation provided by SCAG. Because the proposed project has been designed to accommodate the amount of housing units allocated to the City under its RHNA, the implementation of this update is inherently utilizing information on the jobs/housing balance in the City. Therefore, the proposed project would be consistent with Policy GM-4.1 of the City's General Plan.

Source: City of Cypress General Plan (2000).
[1] City of Cypress. 2017. 2021–2029 Cypress Housing Element Initial Study/Negative Declaration, Draft, SCH # 2021070352. July 2021.
[2] LSA. 2023. Traffic Impact Analysis: City of Cypress Housing Element Implementation.
CBPC Specific Plan = Cypress Business and Professional Center Specific Plan
City = City of Cypress
CTCC Specific Plan = Cypress Town Center and Commons Specific Plan
du/ac = dwelling units per acre
LOS = Level of Service
PEIR = Program Environmental Impact Report
RHNA = Regional Housing Needs Assessment
SCAG = Southern California Association of Governments

City of Cypress Zoning Ordinance. The proposed project includes amendments to the City's Zoning Ordinance that would allow for residential development, or in some cases denser residential development than was previously allowed, at the opportunity sites. The City's approval and implementation of amendments to the Zoning Code would ensure that the project would be consistent with the adopted 2021–2029 Housing Element. These updates would be codified in the City of Cypress Zoning Ordinance and Zoning Map. Future projects implemented in accordance with the updated zoning would be reviewed against provisions of the Zoning Ordinance, as well as in accordance with the CEQA guidelines, as part of the future development review process. Based on the foregoing, the project would have a less than significant impact with respect to a conflict with the City of Cypress' Zoning Ordinance.

Cypress Business and Professional Center (CBPC) Specific Plan. The proposed project divides the City's RHNA between the LASP area, the CTCC Specific Plan area, and the CBPC Specific Plan area.

The CBPC Specific Plan area currently restricts residential uses to Senior Housing. Under the proposed project, the Professional Office/Hotel and Support Commercial designation would be amended to allow residential densities of up to 60 du/ac, which would accommodate an estimated 321 units.

Table 4.5.C provides a consistency analysis of the policy from the CBPC Specific Plan that is relevant to the proposed project.

Table 4.5.C: CBPC Specific Plan Consistency Analysis

Relevant Specific Plan Policies	Consistency Analysis
Development Plan	
Overall Concept Policy 1: Encourage primarily employment generating business park and other commercial uses in the Specific Plan area, while expanding the diversity of housing by providing multifamily housing in Planning Area 5B, and senior housing and related "continuum of care" facilities in Planning Area 9.	**Consistent.** While the proposed project encourages residential development rather than business park or commercial uses, the provision of additional housing at a variety of income levels could encourage the development of business and commercial uses by locating potential workforce and consumer base concentrations near commercial centers. Therefore, the proposed project would be consistent with Overall Concept Policy 1 of the CBPC Specific Plan.

Source: Amended and Restated Cypress Business and Professional Center Specific Plan (City of Cypress 2012).
CBPC Specific Plan = Cypress Business and Professional Center Specific Plan

Table 4.5.D provides a consistency analysis of the policies from the LASP that are relevant to the proposed project.

Table 4.5.D: Lincoln Avenue Specific Plan Consistency Analysis

Relevant Specific Plan Policies	Consistency Analysis
Development Plan	
Goal 1: Enhance the economic vitality of the Lincoln Avenue Corridor.	**Consistent**. By amending the LASP to allow higher density residential uses along Lincoln Avenue, the proposed project could potentially improve the economic vitality of the Lincoln Avenue Corridor by increasing the existing consumer base with new residents in close proximity. Given the proximity of the proposed Lincoln Avenue opportunity sites to existing retail locations, residents would be able to walk to many businesses. Therefore, the proposed project would be consistent with Goal 1 of the LASP.
Policy 1.5: Locate residential uses within close proximity of commercial centers to encourage pedestrian traffic, and to provide a consumer base for commercial uses.	**Consistent**. Under the proposed project, residential areas of up to 30 du/ac would be located directly adjacent to commercial uses. This proximity would encourage pedestrian traffic between residential and commercial uses. Additionally, the new residential developments would potentially provide a new consumer base with convenient access to commercial uses. Therefore, the proposed project would be consistent with Policy 1.5 of the LASP.

Source: Lincoln Avenue Specific Plan (City of Cypress 1998).
CBPC Specific Plan = Cypress Business and Professional Center Specific Plan
CTCC Specific Plan = Cypress Town Center and Commons Specific Plan
du/ac = dwelling units per acre

Cypress Town Center and Commons (CTCC) Specific Plan. The allowable density within the CTCC Specific Plan opportunity sites would be rezoned to allow for the development of up to 30 dwelling units per acre (du/ac), which would allow the accommodation of a maximum of 676 units.

Additionally, the unit cap would also be removed to allow development within these districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC Specific Plan area. With these proposed changes, an estimated 1,791 units could be accommodated within the CTCC Specific Plan area.

The City would be required to hold an election to implement changes to the CTCC Specific Plan. Because no specific goals or policies are laid out in the CTCC Specific Plan, this section does not contain a consistency table for the CTCC Specific Plan.

Lincoln Avenue Specific Plan (LASP). The current LASP allows for residential development at 30 du/ac within its R-30 and Residential Mixed Use districts. Under the proposed project, this maximum allowable density of 30 du/ac would be expanded beyond these districts to the majority of the LASP area. This change would increase development potential by approximately 1,317 units, allowing the LASP area to accommodate a total of approximately 1,644 units.

Summary. As described in Chapter 3.0, Project Description, the proposed project would include rezoning of sites to allow higher densities than are allowed under current designations, and would amend the General Plan, Zoning Ordinances, and the Specific Plans as needed to align with this change and other aspects of the updated 2021–2029 City General Plan Housing Element. Therefore, as described in Tables 4.5.A through 4.5.D, existing land use policies that are not already consistent with the proposed project would be amended accordingly, eliminating any possible land use conflicts.

With adoption of the Housing Element Update and the necessary conforming changes to land use designations, zoning, and Specific Plans, the project would create consistency between the 2021–2029 General Plan Housing Element Update and applicable City land use and planning policies. Additionally, any future projects implemented in accordance with the proposed zoning changes would be reviewed against applicable land use policies as a part of the future development review process. Therefore, the proposed project would result in less than significant impacts related to potential conflicts with applicable land use plans, policies, and regulations, and no mitigation is required.

4.5.6 Level of Significance Prior to Mitigation

The proposed project would result in less than significant impacts related to land use and planning.

4.5.7 Regulatory Compliance Measures and Mitigation Measures

No regulatory compliance measures or mitigation measures are applicable to the proposed project pertaining to land use and planning.

4.5.8 Level of Significance after Mitigation

No mitigation is required. The proposed project would not result in potentially significant impacts related to land use and planning.

4.5.9 Cumulative Impacts

As defined in the *State CEQA Guidelines*, cumulative impacts are the incremental effects of an individual project when viewed in connection with the effects of past, current, and reasonably foreseeable projects within the cumulative impact area for land use and planning. The geographic scope of the cumulative land use and planning analysis is the City of Cypress because the proposed project would affect land use and planning throughout the City. This cumulative impact analysis considers development of the proposed project in conjunction with other development projects and planned development within the City.

As discussed under Threshold 4.5.1, the project would not physically divide an established community because land use changes proposed within the City are intended to tie into the existing uses and surrounding neighborhoods. Development would occur within existing areas of development, which is not expected to divide an established community. Therefore, the project would have a less than cumulatively considerable impact with respect to the physical division of an established community.

As discussed under Threshold 4.5.2, the proposed project would not result in a significant impact with respect to consistency with the City's General Plan, Zoning Ordinance, or Specific Plans because the project would include necessary document amendments to ensure consistency. These changes would not have cumulative impacts because they are administrative actions to properly reflect existing uses. Any future projects implemented in accordance with the proposed zoning changes and updated land use designations would be required to adhere to all applicable development policies and guidelines.

As discussed in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, the list of projects considered for cumulative impacts is based upon the City's General Plan 2045 build-out assumptions. Because this build out is already anticipated and accounted for in the City's General Plan, no land use and planning conflicts would occur. As such, implementation of the City of Cypress Housing Element Update would not contribute to a cumulative effect due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Consequently, the cumulative impact would be less than significant.

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4.6 NOISE

This section evaluates the potential short-term and long-term noise impacts associated with the construction and operation of the 2021–2029 Cypress Housing Element Implementation Project (proposed project). This section is based in part on information provided in the Noise Element of the City of Cypress' (City) General Plan. The assumptions used in the noise analysis and the noise modeling results are provided in Appendix F of this Draft Program Environmental Impact Report (PEIR).

4.6.1 Methodology

4.6.1.1 Characteristics of Sound

Noise is usually defined as "unwanted sound." Sound becomes unwanted when it interferes with normal activities, when it causes actual physical harm, or when it has adverse effects on health.

To the human ear, sound has two important characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect the ability to hear. Pitch is the number of complete vibrations, or cycles per second, of a wave resulting in the tone's range from high to low. Loudness is the strength of a sound that describes a noisy or quiet environment and is measured by the amplitude of the sound wave. Loudness is determined by the intensity of the sound waves combined with the reception characteristics of the human ear. Sound intensity is the average rate of sound energy transmitted through a unit area perpendicular to the direction in which the sound waves are traveling. This characteristic of sound can be precisely measured with instruments. In analyzing the potential noise impacts of a proposed project, the existing noise environment in the vicinity of the project site is identified and the potential noise effects of the project are evaluated in terms of sound intensity and the effect on adjacent sensitive land uses.

4.6.1.2 Measurement of Sound

Sound intensity is measured through the A-weighted decibel (dBA) scale to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies. Decibels (dB), unlike the linear scale (e.g., inches or pounds), is a scale based on powers of 10.

Each interval of 10 dB indicates a sound energy 10 times greater than before. For example, 10 dB is 10 times more intense than 0 dB, 20 dB is 100 times more intense than 0 dB, and 30 dB is 1,000 times more intense than 0 dB. Thirty (30 dB) dB represents 1,000 times as much acoustic energy as 0 dB. The decibel scale increases as the square of the change, representing the sound pressure energy. A sound as soft as human breathing is about 10 times greater than 0 dB. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. A 10 dB increase in sound level is perceived by the human ear as a doubling of the loudness of the sound. Ambient sounds generally range from 30 dB (very quiet) to 100 dB (very loud).

Sound levels are generated from a source, and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise source. For a single point source, sound levels decrease approximately 6 dB for each doubling of distance from

the source. This drop-off rate is applicable to noise generated by stationary equipment. If noise is produced by a line source (which approximates the effect of several point sources), such as highway traffic or railroad operations, the sound decreases 3 dB for each doubling of distance in a hard site environment. Line source sound levels decrease 4.5 dB for each doubling of distance in a relatively flat environment with absorptive vegetation.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also account 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 communities in the State of California are the L_{eq} and Community Noise Equivalent Level (CNEL) or the day-night average noise level (L_{dn}) based on A-weighted decibels. CNEL is the time-weighted average 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 relaxation. CNEL and L_{dn} are within 1 dBA of each other and are normally interchangeable.

Other noise rating scales used when assessing the annoyance factor of noise include the maximum noise level (L_{max}), which is the highest exponential time-averaged sound level that occurs during a stated time period. Short-term noise impacts are specified in terms of maximum levels denoted by L_{max}. L_{max} reflects peak operating conditions and addresses the annoying aspects of intermittent noise. For enforcement purposes, it is often used with another noise scale (or noise standards in terms of percentile noise levels) in noise ordinances. For example, the L_{10} noise level represents the noise level exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level. Half the time the noise level exceeds this level, and half the time it is less than this level. The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period.

4.6.1.3 Vibration

According to the United States Department of Transportation (USDOT) FTA's 2018 *Transit Noise and Vibration Impact Assessment Manual*[1], vibration is the periodic oscillation of a medium or object. The rumbling sound caused by the vibration of room surfaces is called structure-borne noise. Sources of ground-borne vibrations include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) or anthropogenic causes (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, ground-borne vibrations may be described by amplitude and frequency. Vibration is often described in units of velocity (inches per second) and discussed in decibel units in order to compress the range of numbers required to

[1] United States Department of Transportation Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed July 24, 2023).

describe vibration. Vibration impacts are generally associated with activities such as train operations, construction, and heavy truck movements.

The background vibration velocity level in residential areas is generally 50 vibration velocity decibels (VdB). Ground-borne vibration is normally perceptible to humans at approximately 65 VdB. For most people, a vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the ground-borne vibration is rarely perceptible. The relevant range of vibration for the purposes of this analysis is from approximately 50 VdB, the typical background vibration velocity level, to 100 VdB, the general threshold where minor damage can occur in buildings.

4.6.2 Existing Environmental Setting

4.6.2.1 Overview of the Existing Noise Environment

The City of Cypress is located in the northwestern portion of the County of Orange, California. The City is bordered on the north by the cities of La Palma and Buena Park, on the east by the cities of Anaheim and Stanton, on the south and west by the city of Los Alamitos, and on the west by the cities of Long Beach, Hawaiian Gardens, and Lakewood. The City is predominantly developed with residential and commercial uses and community facilities and has little opportunity for additional development.

The existing noise environment can be characterized by major and minor arterial roadways, aircraft overflights (from the Joint Forces Training Base (JFTB) Los Alamitos), and industrial and commercial centers. Traffic noise on surface streets is a significant source of noise within the community. The major roadways in the City include Crescent Avenue, Lincoln Avenue, Orange Avenue, Ball Road, Cerritos Avenue, Katella Avenue, Orangewood Avenue, Bloomfield Street, Denni Street, Moody Street, Walker Street, Valley View Street, Holder Street, and Knott Street. JFTB Los Alamitos is situated along the southern boundary of the City and is the only airport in the vicinity of Cypress. Commercial and industrial land uses located near residential areas currently generate occasional noise impacts. The primary noise sources associated with these facilities is caused by delivery trucks, air compressors, generators, outdoor loudspeakers, and gas venting. Other significant stationary noise sources in the City include noise from construction activity, street sweepers, and gas powered leaf blowers.

4.6.2.2 Existing Sensitive Land Uses in the Project Vicinity

Certain land uses are considered more sensitive to noise than others. Examples of these land uses include residential areas, places of worship, educational facilities, childcare facilities, and recreational facilities. These land uses occur throughout various locations in the City and, in many cases, adjacent to the major roadways which comprise the primary circulation network.

Housing is the most predominant and noise-sensitive land use in Cypress. This land use is considered especially noise-sensitive because (1) considerable time is spent by individuals at home, (2) significant activities occur outdoors, and (3) sleep disturbance is most likely to occur in a residential area. Mixed use developments which include residential uses along major arterials are particularly

sensitive uses since they are located in areas where higher noise levels are generated. Additionally, the City of Cypress has a number of educational facilities, churches, a library, senior housing, and park and recreation facilities that are considered noise-sensitive.

4.6.2.3 Existing Noise Levels

The major noise sources in the City of Cypress include freeways, major and minor arterial roadways, and noise-generating stationary sources. The most significant and common source of noise in urban areas is transportation related. Motor vehicle noise is of concern because of the traffic volume and roadway proximity to noise sensitive areas. Existing traffic noise levels were modeled at 50 feet from the centerline of the nearest lane. The lowest existing noise level recorded was 61 dBA on Holder Street between Orange Avenue and Katella Avenue and the highest was 70.3 dBA on Valley View Street between Katella Avenue and Orangewood Avenue.

4.6.3 Regulatory Setting

4.6.3.1 Federal Regulations

United States Noise Control Act. In 1972, Congress enacted the United States Noise Control Act. This act authorized the United States Environmental Protection Agency (USEPA) to publish descriptive data on the effects of noise and establish levels of sound "requisite to protect the public welfare with an adequate margin of safety." These levels are separated into health (hearing loss levels) and welfare (annoyance levels). For protection against hearing loss, 96 percent of the population would be protected if sound levels are less than or equal to 70 dBA during a 24-hour period of time. At 55 dBA L_{dn}, 95 percent sentence clarity (intelligibility) may be expected at 11 feet (ft), with no community reaction. However, 1 percent of the population may complain about noise at this level and 17 percent may indicate annoyance. The USEPA cautions that these identified levels are guidelines, not standards.

4.6.3.2 State Regulations

Noise Insulation Standard. The State of California's noise insulation standards are codified in the California Code of Regulations, Title 24, Building Standards Administrative Code, Part 2, and the California Building Code. These noise standards are applied to new construction in California for the purpose of controlling interior noise levels resulting from exterior noise sources. The regulations specify that acoustical studies must be prepared when noise-sensitive structures, such as residential buildings, schools, or hospitals, are developed near major transportation noise sources, and where such noise sources create an exterior noise level of 60 dBA CNEL or higher. Acoustical studies that accompany building plans for noise-sensitive land uses must demonstrate that the structure has been designed to limit interior noise in habitable rooms to acceptable noise levels. For new residential buildings, schools, and hospitals, the acceptable interior noise limit for new construction is 45 dBA CNEL.

California Health and Safety Code, Division 28, Noise Control Act. The California Noise Control Act states that excessive noise is a serious hazard to public health and welfare and that it is the policy of the State to provide an environment for all Californians that is free from noise that jeopardizes their health or welfare. The goal is to minimize the number of people that would be exposed to excessive noise but not create an environment completely free from any noise.

State of California General Plan Guidelines. The State of California regulates vehicular and freeway noise affecting classrooms, sets standards for sound transmission and occupational noise control, and identifies noise insulation standards and airport noise/land-use compatibility criteria. The State of California Governor's Office of Planning and Research (OPR) 2017 *General Plan Guidelines* (OPR 2017), also provide guidance for the acceptability of projects within specific CNEL/L_{dn} contours. The General Plan Guidelines present adjustment factors that may be used in order to arrive at noise acceptability standards that reflect the noise control goals of the community, the particular community's sensitivity to noise, and the community's assessment of the relative importance of noise pollution.

4.6.3.3 Regional Regulations

There are no regional regulations related to noise that are applicable to the proposed project.

4.6.3.4 Local Regulations

City of Cypress General Plan. The development of effective strategies to reduce impacts of excessive noise is an essential part of the land use planning process. Since 1971, the Noise Element has been one of the seven mandatory elements of a General Plan. The Noise Element requires that noise sources be considered in establishing land use patterns so as to minimize exposure of residents to excessive noise. The Noise Element of the City's General Plan[2] works to achieve and maintain environmental noise levels compatible with land use by establishing goals, policies, and programs to ensure that Cypress residents will be protected from excessive noise. The City's Noise Element serves as a guideline for compliance with the State's noise insulation standards. Applicable Noise Element objectives and policies include the following:

- **N-1:** Reduce noise impacts from transportation sources.
- **N-2:** Incorporate noise considerations into land use planning decisions.
- **N-3:** Minimize noise spillover from commercial uses into nearby residential neighborhoods.
- **N-4:** Minimize the noise impacts associated with the development of residential units above ground floor commercial uses in mixed use developments.

Additionally, the City's General Plan Noise Element has established interior and exterior noise standards for various land use categories shown in Table 4.6.A. As shown in Table 4.6.A, the City's exterior and interior noise standards are 50–60 dBA CNEL and 45–55 dBA CNEL, respectively, for single- and multifamily residences. It should be noted that the City's exterior noise standard only applies to private yards of single-family residences, private patios, or balconies of multifamily residences which are served by a means of exit from inside the dwelling, mobile home parks, park picnic areas, and school playgrounds. Multifamily residences with balconies that are 6 feet deep or less are exempt from the City's exterior noise standard. Although the City's interior noise standard is 45–55 dBA CNEL, the interior noise standard of 45 dBA CNEL was used for a conservative noise analysis.

[2] City of Cypress. 2001. Cypress General Plan, Noise Element. Website: https://www.cypressca.org/home/showpublisheddocument/718/636123119313270000 (accessed June 3, 2023).

Table 4.6.A: City of Cypress Interior and Exterior Noise Standards

Land Use Categories		dBA CNEL	
Categories	**Uses**	**Interior[1]**	**Exterior[2]**
Residential	Single Family Duplex, Multiple Family	45[3]–55	50–60
	Mobile Home	45	65[4]
Commercial Industrial	Hotel, Motel, Transient Lodging	45	--
	Commercial Retail, Bank, Restaurant	55	--
	Office Building, Research and Development, Professional Offices, City Office Building	50	--
	Amphitheater, Concert Hall Auditorium, Meeting Hall	45	--
	Gymnasium (Multipurpose)	50	--
	Sports Club	55	--
	Manufacturing, Warehousing, Wholesale, Utilities	65	--
	Movie Theaters	45	--
Institutional	Hospital, Schools' Classrooms	45	65
	Church, Library	45	--
Open Space	Parks	--	65

Source: City of Cypress General Plan Noise Element, Table N-3.

[1] Indoor environmental including: bedrooms, living areas, bathrooms, toilets, closets, corridors.

[2] Outdoor environments limited to: private yards of single-family residences, private patios, or balconies of multifamily residences which are served by a means of exit from inside the dwelling (balconies 6 ft deep or less are exempt), mobile home parks, park picnic areas, and school playgrounds.

[3] Noise level requirement with closed windows. Mechanical ventilation system or other means of natural ventilation shall be provided as of Chapter 12, Section 1205 of the Uniform Building Code.

[4] Exterior noise levels should be such that interior noise levels will not exceed 45 dBA CNEL.

Although the City has not adopted exterior noise standards for hotels, movie theaters, and commercial uses, the City has established an interior noise standard of 45 dBA CNEL for hotels and movie theaters and an interior noise standard of 55 dBA CNEL for commercial retail and restaurant uses.

4.6.4 Thresholds of Significance

The thresholds for noise impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to noise if it would:

Threshold 4.6.1: Generate 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.

Threshold 4.6.2: Generation of excessive ground-borne vibration or ground-borne noise levels.

Threshold 4.6.3: For a project located within the vicinity of a private airstrip or on airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public airport, would the project expose people residing or working in the project area to excessive noise levels?

Section 4.13, Noise, of the Initial Study (Appendix B) prepared for the proposed project concluded that the project site is not within the 60 A-weighted decibel community noise equivalent level (dBA CNEL) or 65 dBA CNEL noise contours for JFTB Los Alamitos and therefore would result in less than significant impact related to airport and airstrip operational noise levels. Therefore, Threshold 4.6.3 is not further addressed below.

4.6.5 Project Impacts

Threshold 4.6.1: **Generate 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. Implementation of the City of Cypress' 2021–2029 Housing Element update and rezoning program would alter existing development patterns and increase residential density. These activities could result in the potential demolition of structures, construction, and site grading, the location of residential uses near stationary noise sources, as well as increased traffic generation. All these activities have the potential to increase ambient noise and vibration levels within the City of Cypress and to exceed acceptable noise standards.

Many of the opportunity sites are adjacent to primary noise sources within the City (major roadways). The provision of additional housing units could result in noise-sensitive land uses being located within or adjacent to noise contours above 60 CNEL. However, any new construction would need to be consistent with the General Plan Noise Element.

Long-Term Traffic Noise Impacts. Future year average daily trips (ADT) were calculated by LSA for future year 2045 with and without the project for roadways within the City that were identified as major noise sources in Section 4.6.2.1. The potential change in ADT with and without the project ranged from a decrease of 530 ADT to an increase of 1,000 ADT. The largest increases (1,000 ADT) are predicted on Lincoln Avenue between Moody Street and Walker Street. Table 4.6.B provides a comparison of the future year 2045 ADT with and without the project and the resultant noise level change.

A 3 dBA increase is considered to be perceptible by the human ear in an outdoor environment. Therefore, the significance criteria define a significant impact to occur if the project would result in a substantial (3 dBA or greater) permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

Potential sources causing a permanent increase in ambient noise include noise resulting from increased traffic on roadways within the City. It is projected that traffic volumes on some streets within the City would increase and some would decrease due to the proposed land use changes. The significance criteria define a significant impact to occur if the project would result in a substantial (3 dBA or greater) permanent increase in ambient noise levels in the project vicinity above levels without the project. For traffic noise to increase by 3 dBA, traffic volumes would have to double. It is assumed that the vehicle mix would remain the same. As shown in Tables 4.6.B, the anticipated change in traffic volumes associated with the proposed project would result in traffic noise increases

Table 4.6.B: Traffic Noise Levels Without and With Proposed Project

Roadway	Segment	Existing		Future Year (2045) Without Project		Future Year (2045) With Project		
		ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	Increase from Existing Conditions
Lincoln Avenue	Bloomfield Street to Denni Street	18,660	66.2	26,480	67.7	26,920	67.7	0.0
	Denni Street to Moody Street	16,890	65.7	25,400	67.5	25,960	67.6	0.1
	Moody Street to Walker Street	16,240	65.5	25,180	67.5	26,180	67.6	0.1
	Walker Street to Valley View Street	18,310	66.1	26,370	67.7	27,300	67.8	0.1
	Valley View Street to Knott Avenue	17,310	65.8	25,660	67.5	26,310	67.6	0.1
Orange Avenue	Bloomfield Street to Moody Street	7,480	62.5	8,570	63.1	8,790	63.2	0.1
	Moody Street to Walker Street	10,500	63.9	11,420	64.3	11,810	64.5	0.2
	Walker Street to Valley View Street	11,880	64.5	13,350	65.0	13,750	65.1	0.1
	Valley View Street to Holder Street	11,920	64.5	12,910	64.8	13,060	64.9	0.1
	Holder Street to Knott Avenue	8,680	63.1	10,360	63.9	10,390	63.9	0.0
Ball Road	Bloomfield Street to Moody Street	17,300	66.8	19,330	67.3	19,380	67.3	0.0
	Moody Street to Walker Street	17,010	66.8	18,620	67.2	18,730	67.2	0.0
	Walker Street to Valley View Street	19,130	67.3	20,930	67.7	21,300	67.7	0.0
	Valley View Street to Knott Avenue	17,000	66.8	18,390	67.1	18,690	67.2	0.1
Cerritos Avenue	Bloomfield Street to Denni Street	19,640	66.1	21,760	66.6	21,660	66.5	-0.1
	Denni Street to Moody Street	20,170	66.2	21,970	66.6	21,960	66.6	0.0
	Moody Street to Walker Street	22,250	66.7	23,620	66.9	23,770	66.9	0.0
	Walker Street to Valley View Street	21,060	66.4	22,660	66.7	22,760	66.8	0.1
	Valley View Street to Knott Avenue	15,640	65.1	16,350	65.3	16,480	65.3	0.0
Katella Avenue	Bloomfield Street to Valley View Street	35,510	68.4	43,410	69.3	44,180	69.4	0.1
	Valley View Street to Knott Avenue	25,180	66.9	33,760	68.2	33,810	68.2	0.0
Orangewood Avenue	Valley View Street to Knott Avenue	7,930	62.7	8,440	63.0	8,470	63.0	0.0

Table 4.6.B: Traffic Noise Levels Without and With Proposed Project

Roadway	Segment	Existing		Future Year (2045) Without Project		Future Year (2045) With Project		
		ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	Increase from Existing Conditions
Bloomfield Street	Lincoln Avenue to Ball Road	18,880	66.5	20,790	66.9	20,650	66.9	0.0
	Ball Road to Cerritos Avenue	17,210	66.1	18,480	66.4	18,530	66.4	0.0
	Cerritos Avenue to Katella Avenue	10,790	64.1	11,740	64.4	11,670	64.4	0.0
Denni Street	Lincoln Avenue to Cerritos Avenue	5,520	61.1	7,030	62.2	7,080	62.2	0.0
Moody Street	Lincoln Avenue to Orange Avenue	15,170	65.5	17,520	66.2	17,960	66.3	0.1
	Orange Avenue to Ball Road	12,290	64.6	13,840	65.1	14,060	65.2	0.1
	Ball Road to Cerritos Avenue	9,470	63.5	10,660	64.0	10,130	63.8	-0.2
Walker Street	Lincoln Avenue to Orange Avenue	15,690	67.0	16,610	67.2	16,630	67.2	0.0
	Orange Avenue to Ball Road	17,000	67.3	18,110	67.6	18,340	67.6	0.0
	Ball Road to Cerritos Avenue	15,090	66.8	15,900	67.0	16,290	67.1	0.1
	Cerritos Avenue to Katella Avenue	17,210	67.4	18,230	67.6	18,560	67.7	0.1
Valley View Street	Lincoln Avenue to Orange Avenue	33,520	69.2	35,270	69.5	35,510	69.5	0.0
	Orange Avenue to Ball Road	34,220	69.3	36,320	69.6	36,610	69.6	0.0
	Ball Road to Cerritos Avenue	34,780	69.4	37,120	69.7	37,210	69.7	0.0
	Cerritos Avenue to Katella Avenue	35,270	69.5	38,970	69.9	39,230	69.9	0.0
	Katella Avenue to Orangewood Avenue	42,870	70.3	44,570	70.5	44,810	70.5	0.0
Holder Street	Lincoln Avenue to Orange Avenue	6,030	62.2	10,430	64.6	10,550	64.6	0.0
	Orange Avenue to Katella Avenue	4,570	61.0	12,170	65.2	12,370	65.3	0.1
Knott Avenue	Lincoln Avenue to Katella Avenue	20,840	66.6	23,590	67.2	23,700	67.2	0.0
	Katella Avenue to Orangewood Avenue	22,290	66.9	22,990	67.1	23,060	67.1	0.0

Source: Compiled by LSA (June 2023).
Note: Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.
ADT = average daily traffic
CNEL= Community Noise Equivalent Level
dBA = A-weighted decibels

of up to 0.2 dBA, which is considered less than the threshold of perceptibility for humans (i.e., 3 dBA). Therefore, traffic noise regulated under the proposed project would not be readily perceptible in a suburban outdoor environment. Therefore, implementation of the proposed project would not allow the exposure of persons to noise levels in excess of applicable standards, and impacts would be less than significant. No mitigation would be required.

Threshold 4.6.2: Generation of excessive ground-borne vibration or ground-borne noise levels.

Less Than Significant Impact. The proposed project would allow for the development of 1,946 additional housing units (504 of which have already been entitled) on the opportunity sites and would not generate vibration. In addition, vibration levels generated from project-related traffic on the adjacent roadways would be highly unusual for on-road vehicles because the rubber tires and suspension systems of on-road vehicles provide vibration isolation. Therefore, vibration generated by project-related traffic on the adjacent roadways would be less than significant. No mitigation measures are required.

4.6.6 Level of Significance Prior to Mitigation

The proposed project would not result in potentially significant impacts related to noise. The proposed project would not directly result in physical development, and through compliance with the City's General Plan, noise impacts related to future residential dwelling units would be less than significant.

4.6.7 Regulatory Compliance Measures and Mitigation Measures

No regulatory compliance measures or mitigation measures are applicable to the proposed project pertaining to noise.

4.6.8 Level of Significance after Mitigation

The proposed project would not result in potentially significant impacts related to noise, and mitigation measures are not required.

4.6.9 Cumulative Impacts

As defined in the *State CEQA Guidelines*, cumulative impacts are the incremental effects of an individual project when viewed in connection with the effects of past, current, and reasonably foreseeable projects within the cumulative impact area for noise. The impact area used to assess potential cumulative impacts is Cypress because the proposed project would affect sensitive receptors within Cypress.

The proposed project would not directly result in physical development. Additionally, the updates to these plans are proposed to accurately reflect existing uses and not generate additional traffic nor additional noise. Any future projects implemented in accordance with the proposed rezoning and updated land use designations would be required to adhere to the General Plan Noise Element and comply with applicable development regulations. Therefore, the impacts from the proposed project are not considered to be cumulatively considerable

4.7 POPULATION AND HOUSING

This section describes the existing population and housing characteristics in both the City of Cypress (City) and Orange County (County) and evaluates the potential impacts of the Cypress Housing Element Implementation Project (proposed project) on population and housing growth. This section is based on sources of demographic information provided by various agencies, including the Southern California Association of Governments (SCAG), the Cypress General Plan's Housing Element (2021–2029), the California Department of Finance, and the United States Census Bureau.

4.7.1 Methodology

City and County demographic information was used to describe the existing population and housing characteristics in the City and County. SCAG projections for these topics were identified for the existing conditions and project build-out. City goals and policies regarding population and housing were used to evaluate potential impacts that could result from implementation of the proposed project.

4.7.2 Existing Environmental Setting

4.7.2.1 Population and Housing Trends in the City and County

The City of Cypress is characterized by urban areas, including single-family and multi-family residential uses and concentrations of retail, office, and industrial uses.

SCAG, the regional planning agency for the six-county Southern California region that includes Los Angeles, Orange, Riverside, San Bernardino, Ventura, and Imperial Counties, is responsible for preparing a regional growth forecast in conjunction with its efforts to prepare a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for its regional planning area. In September 2020, SCAG adopted the 2020–2045 RTP/SCS (Connect SoCal). This update included population projections for the cities and counties within the planning area. As such, the Demographics and Growth Forecast from Connect SoCal[1] was used to understand the population growth expected for the City of Cypress and Orange County. The Connect SoCal Demographics and Growth Forecast was meant to provide a common foundation for regional and local planning, policymaking, and infrastructure provision within the SCAG region. These projections are used as a reference point for discussing population and housing growth throughout this section.

The growth forecast for the City and County in the Connect SoCal Demographics and Growth Forecast is provided below in Table 4.7.A.

4.7.2.2 Population

As shown in Table 4.7.A, according to the Connect SoCal Demographics and Growth Forecast, the City's population is estimated to grow by 3.4 percent between 2016 and 2045. The County was estimated to experience a higher population growth rate, increasing 11.2 percent between 2016 and 2045.

[1] Southern California Association of Governments (SCAG). 2020. *SCAG Connect SoCal Current Context, Demographics and Growth Forecast Technical Report*. September 3.

Table 4.7.A: Connect SoCal Population and Housing Forecasts (2016–2045)

	2016 (Actual)	2045 (Estimate)	2016–2045 Increase	% Change 2016–2045
Total Population				
City of Cypress	49,600	51,300	1,700	3.4%
Orange County	3,180,000	3,535,000	355,000	11.2%
Total Households				
City of Cypress	15,800	16,600	800	5.1%
Orange County	1,025,000	1,154,000	129,000	12.6%

Source: Southern California Association of Governments (2020).

The total number of households in the City is anticipated to increase by 5.1 percent between 2016 and 2045, while the total number of households in the County is expected to grow by 12.6 percent between 2016 and 2045.

4.7.2.3 Age Characteristics

A city's age distribution often shapes its housing demand, because different age groups prefer different types of housing. Table 4.7.B, below provides a comparison of the City's and County's populations by age group using data from the 2021 American Community Survey (ACS) 5-year estimate. According to the ACS data, the City's median age is 41.2 years, which is slightly higher than the County's median age (38.5 years) based on the same data set.[1]

Table 4.7.B: City of Cypress and Orange County Age Characteristics (2021)

Age Group	City of Cypress		Orange County	
	Persons	Percentage	Persons	Percentage
Under 18 Years	12,161	24.2%	699,691	22.0%
18 to 24 Years	3,879	7.7%	286,042	9.0%
25 to 44 Years	11,984	23.8%	870,620	27.4%
45 to 64 Years	14,699	29.2%	854,155	26.8%
65 and Over	7,565	15.0%	472,415	14.8%
TOTAL	**50,297**	**100%**	**3,182,923**	**100%**
Median Age	41.2		38.5	

Source: *American Community Survey 2021 5-Year Estimate Table S0101*. United States Census Bureau (n.d.)

As shown in Table 4.7.B, the City has a higher percentage of residents under the age of 18 (24.2 percent, compared to 22.0 percent for the County), and a lower percentage of residents between 18 and 24 years (7.7 percent, compared to 9.0 percent for the County), than the County. The City also has a lower percentage of residents between 25 and 44 years (23.8 percent, compared to 27.4 percent for the County), and a higher percentage of residents between 45 and 64 years

[1] United States Census Bureau. 2023. American Community Survey 2012-2017 5-Year Estimate Table S0101. Website: https://data.census.gov/table?t=Age+and+Sex&g=160XX00US0617750&tid=ACSST5Y2021.S0101 (accessed May 11, 2023).

(29.2 percent, compared to 26.8 percent for the County), than the County. The City and County have similar proportions of residents over the age of 65 (15.0 percent and 14.8 percent, respectively).

Households. As shown in Table 4.7.A, the total number of households in the City is anticipated to increase by 5.1 percent between 2016 and 2045, while the total number of households in the County is expected to grow by approximately 12.6 percent between 2016 and 2045. By forecasting a greater percentage of household growth than population growth, the Connect SoCal Demographics and Growth Forecast[1] projects a decrease in the average household size in both the City and the County in coming years.

4.7.3 Regulatory Setting

4.7.3.1 Federal Regulations

There are no federal regulations related to population and housing that are applicable to the proposed project.

4.7.3.2 State Regulations

There are no State regulations related to population and housing that are applicable to the proposed project.

4.7.3.3 Regional Regulations

Southern California Association of Governments. As the designated metropolitan planning organization (MPO)[2] for the six-county subregion that includes Orange County, SCAG prepares several plans to address regional growth, including the RTP/SCS. The regional growth forecasts undertaken by SCAG are developed for three planning horizons: 2030, 2035, and 2045. SCAG is mandated by federal and State law to research and draw up plans for transportation, growth management, hazardous waste management, and a regional growth forecast that form the foundation for these plans and regional air quality plans developed by the South Coast Air Quality Management District (SCAQMD). SCAG prepares several plans to address regional growth, including the Regional Comprehensive Plan and Guide, Regional Housing Needs Assessment (RHNA), the RTP, the Regional Transportation Improvement Program, and the annual State of the Region reports to measure progress toward achieving regional planning goals and policies.

Regional Transportation Plan/Sustainable Communities Strategy. In September 2020, SCAG's Regional Council adopted the 2020–2045 RTP/SCS. The 2020–2045 RTP/SCS takes into account demographic and economic changes that have occurred since the adoption of the 2016–2040 RTP/SCS, including a declining birth rate, an aging population, and domestic outmigration. The RTP/SCS charts a course for closely integrating land use and transportation so that the region can

1 The Southern California Association of Governments forecasts "households" rather than housing units. As defined by the United States Census Bureau, "households" are equivalent to occupied housing units.

2 An MPO is a federally mandated and federally funded transportation policymaking organization that is made up of representatives from local government and governmental transportation authorities. In 1962, the United States Congress passed legislation that required the formation of an MPO for any urbanized area with a population greater than 50,000.

grow smartly and sustainably. The long-term vision will address regional transportation and land use challenges and opportunities.

The RTP/SCS includes:

- Visions, policies, and performance measures;
- Initiatives at the intersection of land use, transportation, and technology to close the gap and reach greenhouse gas reduction goals;
- A financial plan including available funding;
- Economic impact of the plan; and
- Benefits of the plan.

Regional Growth Forecast. The regional growth forecasts undertaken by SCAG are developed to project growth in employment, population, and households at the regional, county, jurisdictional, and sub-jurisdictional levels. SCAG adopted the Connect SoCal Demographics and Growth Forecasts in conjunction with its efforts to prepare and adopt the 2020–2045 RTP/SCS. The projected growth in population, household, and employment is the data relied upon during development of SCAG's RTP, SCS, and the RHNA. Consistency with the growth forecast at the subregional level is one criterion that SCAG uses in exercising its federal mandate to review "regionally significant" development projects for conformity with regional plans.

Regional Housing Needs Assessment. State law (Government Code Section 65580 et seq.) requires cities and counties to plan for their fair share of projected housing construction needs in their region. Housing unit construction goals are set by the State Department of Housing and Community Development and allocated to cities through regional planning agencies such as SCAG. This is called the RHNA. Future housing need refers to the proportion of the region's future housing needs allocated to a community. Each jurisdiction's future housing need is calculated in terms of four factors: (1) the number of units needed to accommodate forecast global household growth; (2) the number of units needed to replace demolition due to attrition in the housing stock (i.e., fire damage, obsolescence, redevelopment, and conversion to non-housing uses); (3) maintenance of an ideal vacancy rate for a well-functioning housing market; and (4) an adjustment to avoid an overconcentration of lower-income households in any one jurisdiction.

The RHNA prepared by SCAG defines the housing unit construction goals for the region. The City's fair share for the planning period between 2021 and 2029 (the last adopted RHNA period) was established by SCAG at 3,936 units. The RHNA target number was based on projected household growth and the resulting need for construction of additional housing units allocated over the 6th Cycle planning period from 2021–2029. This 3,936-unit target was divided into the following income groups according to median family income as shown in Table 4.7.C, below.

Table 4.7.C: City of Cypress Regional Housing Need Allocation (2021–2029)

Income Level	Percentage of Area MFI	No. of Units
Very Low	0–50%	1,150
Low	51–80%	657
Moderate	81–120%	623
Above Moderate	>120%	1,506
	TOTAL	**3,936**

Source: City of Cypress 2021–2029 Housing Element, Table HOU-3. City of Cypress (2022).
MFI = median family income

4.7.3.4 Local Regulations

City of Cypress Housing Element. The Housing Element is required by California State law to be a component of every city's General Plan because housing needs are recognized as a statewide concern. As such, the Housing Element of a jurisdiction's General Plan is the only element that is subject to approval by the State. Pursuant to State law, the Housing Element must identify the City's housing needs, the sites that can accommodate these needs, and the policies and programs to assure that the housing units necessary to meet these needs can be provided. The primary goal of the Housing Element is to provide a range of housing opportunities for all income groups.

The 2021–2029 Housing Element was adopted as a guide for housing within the City of Cypress. The Housing Element provides an indication of the need for housing in the community in terms of housing affordability, availability, adequacy, and accessibility. The Housing Element also provides a strategy to address housing needs and identifies a series of specific housing programs to meet community needs.

The Housing Element calls for the continuation of existing policies and programs to enable the City to meet future housing demands for all economic segments of the community that address housing quality and quantity, housing affordability and access, equal housing opportunities and natural resources, and energy efficiency and conservation, and identifies new programs in conformance with recent housing legislation for implementation during the 2021–2029 Housing Element cycle.

The goals of the Housing Element are to promote housing that helps to create safe, livable, and sustainable neighborhoods, facilitate the construction and provision of quality housing to meet the City's diverse needs, create opportunities for affordable housing, particularly in vulnerable areas and in areas of opportunity, and promote equitable and accessible housing options and resources.

The 2021–2029 Housing Element does not propose or approve any specific development projects. The 2021–2029 Housing Element acknowledges and addresses recent State legislation regarding requirements for local density bonus programs, surplus lands, accessory dwelling unit streamlining, and removing local barriers to housing. It is not possible to predict which project in the City, if any, would qualify for density bonus programs. The 2021–2029 Housing Element includes a policy that requires that a rezoning program be undertaken during the early portion of the 6th Cycle Planning Period to ensure internal consistency between the various elements of the City's General Plan and its Zoning Ordinance. In addition, the 2021–2029 Housing Element contains several programs that

require amendments to the City's General Plan and Zoning Ordinance to ensure the provision of adequate and appropriate sites for future housing development to accommodate the City's unmet housing needs. Future discretionary governmental approval of site-specific housing projects, including those proposing a density bonus component, will require review in accordance with the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act.

The proposed project would include an update to the City's General Plan, Specific Plans and Zoning Code and is necessary to provide consistency with the 2021–2029 Housing Element.

4.7.4 Thresholds of Significance

The thresholds for population and housing impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to population and housing if it would:

Threshold 4.7.1: 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)?

Threshold 4.7.2: Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

As discussed in Section 4.14 of the Initial Study prepared for the proposed project (Appendix B), the proposed project would result in less than significant impacts regarding the displacement of substantial numbers of existing people or housing (Threshold 4.7.2). Therefore, these topics are not further addressed below.

4.7.5 Project Impacts

Threshold 4.12.1: 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. As discussed above, the City's housing need allocation for the planning period between 2021 and 2029 is 3,936 units.

The 2021–2029 Housing Element identifies several adequate sites that able to accommodate the development of up to 1,946 new housing units (504 of which have already been entitled), but the City has a large unaccommodated housing need of 1,990 units to meet its RHNA allocation of 3,936 units. The City identified a potential rezoning scenario in the 2021–2029 Housing Element which divides the City's RHNA between the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan) area, and the Lincoln Avenue Specific Plan area.

Under the proposed project, an estimated 676 additional units could be accommodated within the CTCC Specific Plan area. The proposed project also includes one opportunity site on Katella Avenue adjacent to the CTCC Specific Plan area (Site #115, 4955 Katella) in the CBPC Specific Plan area, which would accommodate an estimated 321 units. The remaining RHNA sites would be accommodated within the Lincoln Avenue Specific Plan, which would accommodate approximately 1,317 units.

Overall, the proposed project would accommodate an additional 2,314 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units.

According to the 2017 American Housing Survey, the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the American Housing Survey) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area was 1.99 persons. As summarized in Chapter 3.0, Project Description, the implementation of the proposed project would allow for the development of up to 2,314 additional dwelling units under the 2021–2029 Housing Element with a corresponding net increase of approximately 4,605 persons.[1]

According to the 2020–2045 RTP/SCS population projections for the City, the population of the City in 2045 is expected to be 51,300 persons, increasing by 1,700 persons from the actual 2016 population of 49,600 persons. Implementation of the proposed project could result in population growth that would exceed the 2020 to 2045 growth forecast for the City. However, as discussed previously, the projected growth in population, household, and employment rates detailed in the 2020–2045 RTP/SCS comprise the data relied upon during development of SCAG's RTP/SCS and the RHNA. The Growth Forecast prepared for the 2020–2045 RTP/SCS was developed prior to the establishment of the City's RHNA allocation of 3,936 units for the 2021–2029 planning period and the projected population increase in the City was relied upon for development of the City's RHNA allocation. Therefore, implementation of the proposed project would not increase the City's population greater than that estimated in the 2020–2045 RTP/SCS population projections. Further, implementation of the proposed project would help meet the housing needs of the City as the region's population increases.

Any future projects implemented in accordance with the proposed rezoning and updated land use designations would be required to adhere to the City's General Plan, provide required development impact fees, and comply with applicable development regulations. Ultimately, as part of the development review process, all future projects would be required to demonstrate during the development review process that service providers would ensure adequate public services and utilities are available. Additionally, each of the opportunity sites is in urbanized settings with a full range of public services and utilities. Located on the Los Alamitos Race Course site, the majority of the CTCC Specific Plan area is currently occupied by the race course and associated surface parking. In May 2021, the City approved the Cypress Town Center Project, which developed one of the former race course parking lots with a 135-unit multi-family residential community. The CTCC Specific Plan area also contains a 9-acre park, Lexington Park, in the northwest corner of the race

[1] 2,314 households x 1.99 persons per household = 4,605 persons

course property. The Lincoln Avenue Specific Plan area is also fully developed, consisting of commercial and residential land uses, and the Katella Avenue opportunity site is developed with commercial uses. The primary building on the Katella Avenue site is a big-box type structure that accommodates two tenants. One half of the building is occupied by a gym and the other half of the building is currently vacant (formerly an Office Depot). Future residential uses would replace existing land uses and not induce additional growth or require the extension of roads or other infrastructure, because the roads and infrastructure are already in place with adequate capacity to serve the new development on the opportunity sites.

Although the proposed project would facilitate the development of new housing in the City, the new housing would not induce substantial unplanned population growth, as the proposed project is designed to meet the City's housing need allocation for the planning period between 2021 and 2029 of 3,936 units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City as evaluated in the SCAG RHNA. In addition, the opportunity sites are in urbanized settings with a full range of public services and utilities. As such, the proposed project would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, directly or indirectly, would be less than significant, and no mitigation would be necessary.

4.7.6 Level of Significance Prior to Mitigation

The proposed project would result in less than significant impacts related to population and housing.

4.7.7 Regulatory Compliance Measures and Mitigation Measures

No regulatory compliance measures or mitigation measures are required.

4.7.8 Level of Significance after Mitigation

The proposed project would result in less than significant impacts related to population and housing.

4.7.9 Cumulative Impacts

The purpose of this section is to evaluate any additional incremental impact that the proposed project is likely to cause above and beyond the combined impacts of recently approved and proposed projects in the City of Cypress. The impact area used to assess potential cumulative population and housing impacts is the City because the proposed project would affect population and housing within the City. As discussed in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, the cumulative impacts analysis is based upon the City's 2045 General Plan build-out assumptions.

The proposed project includes the approval of updates to the General Plan Land Use Element, the Lincoln Avenue Specific Plan, the CTCC Specific Plan, the CBPC Specific Plan, and the Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element, thereby increasing the residential development capacity in

the City to a total of 4,260 housing units. Future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA.

LSA developed the General Plan build-out assumptions by reviewing the land use assumptions in the eight Transportation Analysis Zones (TAZs) in the City where growth was anticipated due to potential growth as provided in the General Plan and or approved projects in a related planning document. The Orange County Transportation Analysis Model TAZs contained household data for 2016, which were updated to reflect the 2045 anticipated build out. Table 4.A, General Plan Cumulative Growth Assumptions, in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, indicates that the City expects build out of approximately 2,687 additional households within the Lincoln Avenue Specific Plan and the Race Track Super Block between 2016 and 2045 under the baseline General Plan build-out scenario. As such, implementation of the proposed project in conjunction with the build out of the households under the baseline General Plan build-out scenario could result in cumulatively significant population increases. However, future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA. In addition, future projects implemented in accordance with the proposed project, as well as the remaining development associated with the City's General Plan 2045 build-out assumptions, would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations. Therefore, the impacts from the proposed project are not considered to be cumulatively considerable.

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4.8 PUBLIC SERVICES

This section describes the public services providers within whose jurisdiction the 2021-2029 Cypress Housing Element Implementation Project (proposed project) opportunity sites are located and evaluates the potential impacts of the proposed project on public services. This section is based on multiple data sources, including written correspondence and coordination with public service providers included as Appendix G of this Draft Program Environmental Impact Report (PEIR). This section addresses the following public services (service providers are noted in parentheses):

- Fire Protection—Orange County Fire Authority (OCFA)
- Police Protection—Cypress Police Department (CPD)
- Parks—City of Cypress Recreation and Community Services Department
- Public Libraries—Orange County Public Libraries (OCPL)
- Schools—Cypress School District (CSD) and Anaheim Union High School District (AUHSD)

4.8.1 Methodology

The CPD and OCFA were sent questionnaires requesting information on current police and fire protection service provided to the opportunity sites and possible constraints or impacts to this service associated with project build out (which is anticipated to occur in 2045). The impact analyses for police and fire protection services are based on responses to the questionnaires, data obtained through websites, and adopted planning documents of the service providers. Correspondence with public service providers is included in Appendix G.

Information on current parks, public library, and school services provided to the opportunity sites and possible constraints or impacts to this service associated with project build out was obtained through websites and adopted planning documents of service providers.

4.8.2 Existing Environmental Setting

4.8.2.1 Fire Protection

The OCFA is a joint powers authority responsible for reducing loss of life and property from fire, medical, and environmental emergencies. The OCFA is a regional fire service agency that serves 23 cities in Orange County (County) and all unincorporated areas in the County. Based in 77 fire stations throughout the County, OCFA protects more than 1,984,758 residents. In addition, OCFA Reserve Firefighters work 10 stations throughout the County.[1]

In addition to providing fire suppression, emergency medical services, hazardous materials response, wildland firefighting, technical rescue, and airport rescue firefighting services, the OCFA provides a variety of public services, including the following:

- Receiving and dispatching emergency calls

[1] Orange County Fire Authority (OCFA). 2019a. Member Cities. Website: https://www.ocfa.org/aboutus/PartnerCities.aspx (accessed May 10, 2023).

- Providing public education programs to schools, businesses, community associations, childcare providers and other members of the community
- Administering a Reserve Firefighter Program
- Adopting and enforcing codes and ordinances relative to fire and life safety issues associated with commercial, industrial, and residential development
- Maintaining a firefighting helicopter used for emergency responses throughout the year
- Coordinating the inspection of all commercial buildings, investigating all fires, and enforcing hazardous materials regulations
- Working with developers and jurisdictional planning departments on development projects impacting fire protection services, from conception through planning process approval
- Conducting new construction inspections, fire safety inspections, and State Fire Marshal-required inspections (including high rise, jail, board and care, and day care inspections), and enforcing applicable fire codes and ordinances
- Interacting with developers, architects, and engineers to meet the fire protection requirements for buildings and developments by reviewing all architectural blue prints, development plans, and proposals submitted in OCFA's jurisdiction
- Conducting an inventory program of hazardous materials stored, handled, and used within OCFA's jurisdiction, and maintaining related information on a data base accessible to all emergency response agencies in the event of a major emergency
- Conducting California Fire Code inspections, assists in reducing risks associated with the use of hazardous materials in the community, and administering the State-mandated Risk Management and Prevention program
- Investigating fires to determine their cause, preparing arson and hazardous materials cases for the district attorney, and initiating actions to recover costs for negligently caused fires
- Developing and maintaining a fire-safe corridor between the wildland and community developments through fuel modifications and inspections

The City of Cypress is in Operations Division 7, which serves the cities of Buena Park, Cypress, La Palma, and Stanton along with portions of several unincorporated communities.[2]

[2] OCFA. 2019b. Operations Directory. Website: https://www.ocfa.org/aboutus/Departments/Operations Directory/ Division7.aspx (accessed May 10, 2023).

There is one OCFA fire station in the City, Fire Station No. 17, at 4991 Cerritos Avenue. Fire Station No. 17 is in the southwest area of the City and would be the first to answer calls from the opportunity sites in the event of an emergency and would thus be designated as the "first-in" station. Fire Station No. 17 is staffed daily by 2 captains, 2 engineers, and 4 firefighter/paramedics, and has a total staffing of 6 captains, 6 engineers, and 12 firefighters. The station is also equipped with a fire truck, fire 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 and has the equipment to handle fires in five-story buildings. In 2022, the City generated 3,734 calls for service.[3]

"Second call" stations are fire stations that support the "first-in" station. Fire Station Nos. 46 and 84 would be designated as the "second call" stations to support Fire Station No. 17. Fire Station No. 46, located at 7871 Pacific Street in Stanton, is 3.1 miles east of the nearest opportunity site and is staffed daily by one captain, one fire apparatus engineer, and two firefighters, and has a total staffing of three captains, three engineers, and six firefighters. Fire Station No. 46 is equipped with a paramedic assessment unit engine and a medic engine. Fire Station No. 84, located at 12191 Valley View Street in Garden Grove, is approximately 2 miles southeast of the nearest opportunity site and is staffed daily by one captain, one fire apparatus engineer, two firefighters, and has a total staffing of three captains, three engineers, and six firefighters. Fire Station No. 84 is equipped with a medic engine and an engine.

Incident information for Fire Station Nos. 17, 46, and 84 from 2022 is provided in Table 4.8.A below.

Table 4.8.A: Incident Information for Fire Station Nos. 17, 46, and 84 (2022)

Call Type	Fire Station No. 17	Fire Station No. 46	Fire Station No. 84
Fires	26	105	16
EMS	1,617	3,000	1,407
Ruptures	0	6	2
Hazardous Conditions	12	24	12
Service Call	116	173	169
Good Intent	231	423	142
False Alarms	122	73	43
Miscellaneous	0	2	0
TOTAL	**2,178**	**3,806**	**1,791**

Source: Personal communication with OCFA (June 2023).
EMS = emergency medical services
OCFA = Orange County Fire Authority

According to the City's General Plan Safety Element, it is the OCFA's goal to have the first responding company for a fire call to reach emergency scene within 8 minutes and paramedics to reach the scene within 5 minutes at least 90 percent of the time. Over the last 9 years, the average response time for emergency calls remained relatively constant until Fiscal Year 2020–2021, in which average response time decreased due to reduced traffic from the COVID-19 pandemic. From Fiscal Year 2020–2021 to Fiscal Year 2021–2022, the average response time increased from 5 minutes and

[3] OCFA. 2022. *OCFA 2022 Statistical Annual Report.*

53 seconds to 6 minutes and 29 seconds as normal traffic patterns resumed. However, the average response time for Fiscal Year 2021–2022 has improved compared to Fiscal Year 2019–2020.[4] For Fiscal Year 2021–2022, 80 percent of emergency calls were responded to within 8 minutes and 16 seconds and 90 percent of calls were responded to within 9 minutes and 54 seconds.[5] The number of firefighters per 10,000 residents has remained steady over the last three fiscal years, ranging from 5.86 to 5.94 firefighters.[6]

4.8.2.2 Police Protection

The CPD would serve the opportunity sites. Management and supervision of the CPD is provided by 1 chief, 2 captains, 2 lieutenants, 10 sergeants, and a 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.[7] The officer-to-resident ratio in 2022 was 1.1 CPD officer per 1,000 residents.

The services provided by the department include a detective bureau, canine teams, a narcotics team, vice and intelligence, motorcycle officers, Personnel & Training, Positive Actions through 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.[8]

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.[9]

4.8.2.3 Parks

There are currently a total of 21 developed public parks within the City.[10] The City's Municipal Code states a goal of providing 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 purposes that are made available at K–12 schools through a cooperative arrangement between the City, local school districts, and local park and recreation districts. As of July 2021, the City's population was 49,926.[11] According to the Conservation/Open Space/Recreation Element of the City's General Plan (2001), the City currently has 82 acres of parkland available for its 49,926 residents, providing approximately 1.6 acres of

4 OCFA. 2022. *OCFA 2022-2023 Adopted Budget.*
5 Ibid.
6 Ibid.
7 City of Cypress. 2017. *Cypress Police Department Overview*. Website: https://www.cypressca.org/departments/police/the-community-we-serve (accessed May 11, 2023).
8 Ibid.
9 Ibid.
10 City of Cypress. 2023. *Recreation and Community Services, Facility and Park Locations.* Website: https://www.cypressca.org/activities/facility-park-locations (accessed May 11, 2023).
11 United States Census Bureau. 2023. *QuickFacts: Cypress City, California.* Website: https://www.census.gov/quickfacts/fact/table/cypresscitycalifornia/PST045221#PST045221 (accessed May 11, 2023).

parkland per 1,000 residents. Since the adoption of the City's General Plan, the City completed construction of the 2.9-acre Mackay Park at the former Mackay School site[12] and added 9 acres of park space at the corner of Lexington Drive and Cerritos Avenue with the development of Lexington Park.[13] These recent additions increased park space in the City to 93.9 acres and changed the parkland-to-resident ratio to 1.9 acres of parkland per 1,000 residents.

4.8.2.4 Public Libraries

The OCPL system provides library services to the County, including the City. OCPL operates 32 library branches across the County, including an outlet in the Orangewood Children's Home.[14] OCPL's Mobile Library also provides library services to County residents who are unable to visit libraries due to transportation issues, lack of childcare, disabilities, and language or cultural barriers. In addition, OCPL offers free Books-by-Mail service.[15] The Cypress Library is at 5331 Orange Avenue. The Cypress Branch Library consists of a 15,000-square-foot facility with numerous resources and services available to the public including an AWE station[16], book clubs, bookstore, internet hotspots, laptop and charger kiosk, children's play area, computers, wi-fi, wireless printing, volunteer opportunities, world language collections, and special collections of sheet music, local history, and board games.[17] The branch is open Saturday through Thursday and is closed on Fridays.

According to the Public Services and Facilities Element of the Orange County General Plan (2012), the County's standard for library service is 0.2 square feet of library space per capita. According to that service standard, the Cypress Branch Library has the capacity to accommodate a population of 75,000 persons. The Cypress Branch Library currently exceeds the County's standards for size since the City's population estimate as of July 2021 is 49,926. It should also be noted that, according to the Public Services and Facilities Element of the Orange County General Plan, the 0.2 square feet of library space per capita standard has been accepted by the Orange County Board of Supervisors as a planning guide for the purpose of projecting the number and location of new libraries needed.

According to OCPL's annual report for 2022–2023, OCPL has been working to improve library branches across the County through upgrades to heating, ventilation, and air conditioning systems; roofs; alarm systems; building automation systems; accessibility; electrical and cabling infrastructure updates; and lighting to meet Title 24 requirements. These upgrades would work to increase efficiencies and contribute to a positive patron experience; however, it should be noted that the completed and proposed upgrades do not include the expansion of any library facilities.

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12 City of Cypress. 2023. *Recreation and Community Services, MacKay Park*. Website: https://www.cypressca.org/Home/Components/FacilityDirectory/FacilityDirectory/66/240 (accessed July 27, 2023).

13 City of Cypress. 2023. *Recreation and Community Services, Lexington Park.* Website: https://www.cypressca.org/activities/lexington-park-rental (accessed May 11, 2023).

14 Orange County Public Libraries (OCPL). 2023. About OCPL. Website: https://www.ocpl.org/services/about-ocpl (accessed July 27, 2023).

15 OCPL. 2023. *OC Public Libraries Annual Report 2023.*

16 The AWE station provides a computer for children ages 2–8 years that is equipped with a variety of education games in English and Spanish.

17 OCPL. n.d. *Cypress Library, Resources and Services.* Website: https://www.ocpl.org/libraries/cypress (accessed July 27, 2023).

4.8.2.5 Public Schools

The City is served by several public school districts. Although the City is within the boundaries of three elementary school districts, which serve kindergarten through sixth grade students (the Cypress, Centralia, and Savanna Elementary School Districts), most of the City is in the Cypress School District. The southeast portion of the City is also in the Garden Grove Unified School District. The provision of education and school facilities in the City is primarily the responsibility of the CSD, which serves the City's kindergarten through sixth-grade students, and AUHSD, which serves the City's junior high and high school districts (grades 7 through 12).

The CSD currently operates six elementary schools; five are in Cypress and one is in La Palma. The CSD's 2022–2023 enrollment was 3,389. In addition, all of the CSD's schools offer on-site privately owned and operated childcare and preschool services. The AUHSD encompasses 46 square miles and has schools in Anaheim, Cypress, Buena Park, La Palma, and Stanton. The AUHSD currently operates 8 junior high schools, 9 high schools, Cambridge Virtual Academy, Hope School, and Oxford Academy. The AUHSD's 2022–2023 enrollment was 27,748.

The majority of the opportunity sites along Lincoln Avenue are within the CSD; however, a few of the opportunity sites east of Valley View Street are within the Centralia Elementary School District (CESD). The CESD is composed of eight elementary schools and the district's 2022–2023 enrollment was 4,129 students. The Lincoln Avenue opportunity sites within the CESD are within the San Marino Elementary school attendance area, located at 6215 San Rolando Way in Buena Park.

The majority of the opportunity sites are also within the AUHSD, with a small portion of the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) opportunity sites located within the Los Alamitos Unified School District (LAUSD), which serves kindergarten through twelfth-grade students. LAUSD currently operates six elementary schools, one middle school, and one high school, and the 2022–2023 enrollment was 8,934 students.

None of the opportunity sites are within the boundaries of the Savanna Elementary School District or the Garden Grove Unified School District. Figure 4.8-1, School Districts, illustrates the boundaries of the aforementioned school districts and the locations of the opportunity sites.

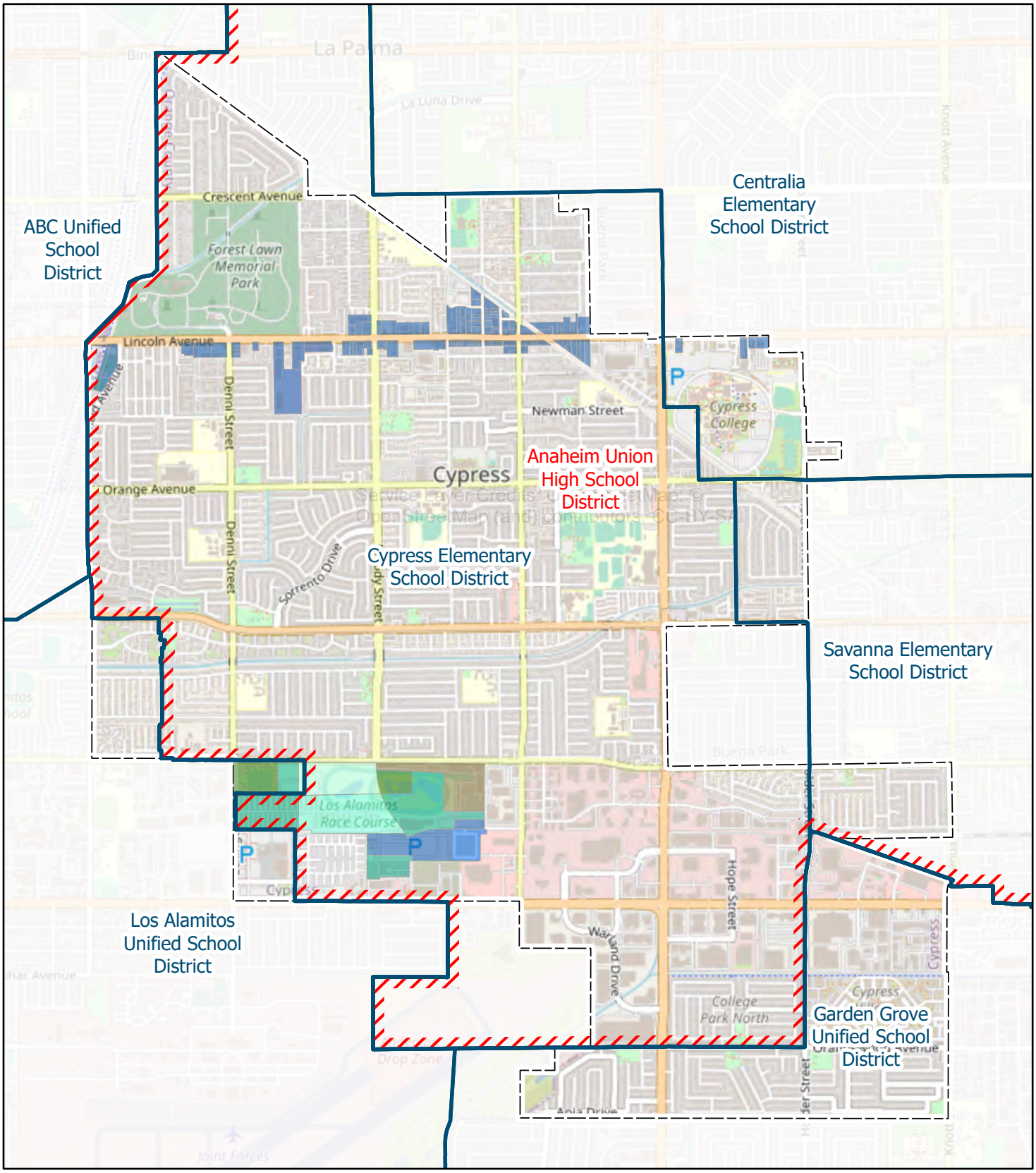
4.8.3 Regulatory Setting

4.8.3.1 Federal Regulations

There are no federal policies related to public services applicable to the proposed project.

4.8.3.2 State Regulations

Assembly Bills 2926, 1600, and 2751. To assist in providing facilities to serve students generated from new development projects, the State enacted Assembly Bill (AB) 2926 in 1986, which allows school districts to collect impact fees from developers of new residential, commercial, and industrial developments. Development impact fees are also referenced in the 1987 Leroy Greene Lease-Purchase Act, which requires school districts to contribute a matching share of the costs for the



LSA

FIGURE 4.8-1

Cypress Housing Element Implementation

School Districts

SOURCE: Esri Basemap (2022)

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construction, modernization, or reconstruction of school facilities. Subsequent legislation has modified the fee structure and general guidelines. In 1987, the provisions of AB 2926 have been expanded and revised by AB 1600, which limits the ability of a school district to levy school fees unless (i) there is a need for the school fee revenues generated, and (ii) there is a nexus or relationship between the need for school fee revenues and the type of development project on which the school fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.)

Senate Bill 50 and California Education Code Section 17620. Senate Bill 50 and California Education Code Section 17620. Senate Bill (SB) 50, the Leroy F. Greene School Facilities Act of 1998, was signed into law on August 27, 1998. It is a program for funding school facilities largely based on matching funds. The approval of Proposition 1A authorized funds for SB 50 in the amount of $9.2 billion, including grants for construction of new schools and modernization of existing schools. The new construction grant provides funding on a 50/50 State and local match basis. The modernization grant provides funding on a 60/40 State and local match basis. Districts that are unable to provide some or all of the local match requirements and are able to meet financial hardship provisions may be eligible for additional State funding.[18] SB 50 (codified as California Education Code Section 17620) allows school districts to levy a fee, charge, dedication, or other requirement against any development project within its boundaries for the purpose of funding the construction or reconstruction of school facilities. The maximum fee amount that school districts can assess is limited by statutes provided in California Government Code Section 65995. The fees are collected by the AUHSD and shared equally with the appropriate elementary school district. In addition, LAUSD also levies a school facility/developer fee.[19]

The payment of these fees by a developer serves to mitigate all potential impacts on school facilities that may result from implementation of a project to levels that are less than significant (see California Government Code Section 65996). Stated another way, the provisions of SB 50 provide full and complete mitigation of school facilities impacts, notwithstanding any contrary provisions in the California Environmental Quality Act (CEQA) or other State or local laws. The California Department of Education permits local school districts to increase facility fees subject to Department of Education review and with approval of a nexus study from the school district that demonstrates that costs incurred by the school district for the provision of school facilities and services are higher than Level 1 funding provides. In such an instance, a nexus must be demonstrated in the study between the increase proposed by the local school district and the actual cost of provision of school facilities and services.

California Fire Code. The California Fire Code (CFC) includes regulations for emergency planning, fire service features, fire protection systems, hazardous materials, fire flow requirements, and fire hydrant locations and distribution. Several fire safety requirements include installation of sprinklers

[18] State of California. 2007. *Office of Public School Construction, School Facility Program Handbook*. State Allocation Board. April.

[19] Los Alamitos Unified School District. 2022. *School Facility/Developer Fees.* Website: https://www.losal.org/departments/business-services/school-facilitydeveloper-fee-handbook#:~: text=Fees%20as%20of%20November%2021%2C%202022%3A%20Residential%3A%20%244.79,card.%20Checks%20can%20be%20made%20payable%20to%20%22LAUSD%22 (accessed July 28, 2023).

in all high-rise buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and the clearance of debris and vegetation within a prescribed distance from occupied structures in wildlife hazard areas.

Office of Emergency Services. The State of California passed legislation authorizing the Office of Emergency Services to prepare a Standard Emergency Management System program, which sets forth measures by which a jurisdiction should handle emergency disasters. Non-compliance with the Standard Emergency Management System could result in the State withholding disaster relief from the non-complying jurisdiction in the event of an emergency disaster.

4.8.3.3 Regional Regulations

There are no regional policies or regulations related to public services applicable to the proposed project.

4.8.3.4 Local Regulations

City of Cypress Municipal Code. The Cypress Municipal Code includes the following requirement that would apply to the proposed project related to the provision of public services:

- **Section 5-3 (California Fire Code, adoption, amendments)** adopts the 2019 CFC, with some amendments and modifications. Generally, the intent of the CFC is to prescribe regulations for the safeguarding of life and property from the hazard of fire and explosion.

4.8.4 Thresholds of Significance

The thresholds for public services impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to public services if it would:

Threshold 4.8.1(i): 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?

Threshold 4.8.1(ii): 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?

Threshold 4.8.1(iii): 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?

Threshold 4.8.1(iv): 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?

Threshold 4.8.1(v): 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?

As discussed in Section 4.15 of the Initial Study prepared for the proposed project (provided in Appendix B), the proposed project would result in less than significant impacts to park facilities (Threshold 4.8.1(iv)) and other public facilities (Threshold 4.8.1(v)). Therefore, these topics are not further addressed below.

4.8.5 Project Impacts

Threshold 4.8.1(i): **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 proposed project includes a programmatic update to the City's General Plan, the Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element and would not directly result in physical development. Future housing projects at the opportunity sites would be subject to additional CEQA review related to specific development applications.

The City's housing needs allocation for the planning period between 2021 and 2029 was established by the Southern California Association of Governments (SCAG) at 3,936 units. The City identified a potential rezoning scenario in the 2021–2029 Housing Element which divides the City's Regional Housing Needs Assessment (RHNA) between the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan) area, and the Lincoln Avenue Specific Plan (LASP) area. The proposed project would

accommodate an additional 2,314 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units. According to the 2017 American Housing Survey, the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the American Housing Survey) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area was 1.99 persons. As such, the construction of up to 2,314 additional housing units under the proposed project would result in a net increase of approximately 4,605 persons. This increase in the City's population could result in an increase in fire protection calls within the City; however, such calls would be generally consistent with the types of calls the OFCA responds to at similar residential developments in the City. Additionally, each of the opportunity sites are either currently developed or surrounded by existing development and are in areas of the City already served by OCFA.

As discussed above, the OCFA currently serves more than 1,984,758 residents from its 77 fire stations throughout the County, including Fire Station No. 17 within the City and Fire Station Nos. 2 and 84 nearby. The addition of 4,605 residents would increase the population served by 0.2 percent. This increase in population served by OFCA is negligible (less than 1 percent and would not impact OCFA's ability to serve the City.

Any future housing projects implemented in accordance with the proposed project would be required to adhere to all OCFA requirements, including providing adequate fire flow/structure protection to the opportunity sites, hydrants spaced to meet the minimums identified in the fire code, and providing adequate access for emergency vehicles. Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that fire service providers would be able to provide adequate fire protection through building design requirements and access. Further, all future projects implemented in accordance with the proposed project would be subject to additional CEQA review related to specific development applications. As detailed in Regulatory Compliance Measure (RCM) PS-1, below, during the development and CEQA review process, future projects would be required to coordinate with OCFA to determine the appropriate development impact fees required for the project to offset potential impact to OCFA staffing and service ability. Therefore, impacts on fire protection services would be less than significant, and no mitigation is required.

Threshold 4.8.1(ii): **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. As discussed previously, implementation of the proposed project would facilitate the construction of 2,314 housing units, which is estimated to result in a net increase of 4,605 persons to the City's population. This increase in the City's population could result in an increase in calls to law enforcement within the City; however, such calls would be generally consistent with the types of calls the CPD responds to at similar residential developments in the City.

Additionally, each of the opportunity sites are surrounded by existing development and are in areas of the City already served by CPD.

CPD currently has 55 sworn personnel and in 2019, had an officer-to-resident ratio of 1 CPD officer per 1,000 residents. Since 2019, the officer-to-resident ratio has fluctuated around 1 CPD officer per 1,000 residents. In 2021, the City had a population of 49,926, increasing the officer-to-resident ratio to 1.1 CPD officer per 1,000 residents. The increase of 4,605 persons in the City as facilitated by the proposed project would result in an officer-to-resident ratio of 1 CPD officer per 1,000 residents, which is consistent with the officer-to-resident ratio of the City since 2019. Although the proposed project would likely result in an increase in calls to law enforcement within the City due to the population increase associated with the construction of 2,314 additional housing units, CPD has confirmed that it anticipates hiring additional officers to adequately serve future population growth in the City, including the population increase associated with the proposed project. In addition, CPD has confirmed that it has adequate facilities to accommodate additional officers.[20]

Any future housing projects implemented in accordance with the proposed project would be required to adhere to all applicable policies and codes related to the provision of police services. Any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that law enforcement providers would be able to provide adequate police protection services. Future housing projects at the opportunity sites would be subject to additional CEQA review related to specific development applications. Therefore, impacts on police protection services would be less than significant, and no mitigation is required.

Threshold 4.8.1(iii): **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 California Office of Public-School Construction has published general student yield factors for elementary, secondary (middle/high school), and unified school districts in California (May 2009). The student generation rate for elementary schools is 0.5 student per dwelling unit and the student generation rate for middle/high school students is 0.2 student per dwelling unit. These student generation rates were used to estimate the number of students that could be generated within the boundaries of the LAUSD and AUHSD as a result of project implementation. According to the Residential and Commercial/Industrial Development School Fee Justification Study performed for the CSD by Cooperative Strategies and dated April 30, 2020, the elementary student generation rate for multi-family units (high density units) in the CSD is 0.255 student per unit.[21] According to the Developer Fee Justification Study performed for the CESD by Cooperative Strategies and dated November 9, 2022, the elementary student generation rate for

[20] Personal communication with CPD Captain Chris Revere on July 6, 2023.

[21] Cooperative Strategies. 2020. *Residential and Commercial/Industrial Development School Fee Justification Study, Cypress School District*, *Table 5: Adjusted Student Generation Factors*. April 30.

multi-family units (high density units) in the CESD is 0.32 student per unit.[22] These student generation rates were used to estimate the number of students that could be generated within the boundaries of the CSD and the CESD as a result of project implementation. Implementation of the proposed project would result in 2,144 units in the CSD, 79 units in the CESD, 91 units in the LAUSD, and 2,144 units in the AUHSD. Based on the above generation factors, it is estimated that the 2,314 additional residential units allowed under the proposed project would result in 547 additional students in the CSD, 25 in the CESD, 64 students in the LAUSD (46 elementary school students and 18 middle/high school students), and 429 students in the AUHSD. (refer to Table 4.8.B).

Table 4.8.B: Projected School Enrollment

Grade Levels	Student Generation Factor	Projected Enrollment
Cypress School District (CSD)	0.255 student/unit	547 students
Centralia Elementary School District (CESD)	0.32 student/unit	25 students
Los Alamitos Unified School District (LAUSD) (Elementary School)	0.5 student/unit	46 students
Los Alamitos Unified School District (LAUSD) (Middle/High School)	0.2 student/unit	18 students
Anaheim Union High School District (AUHSD) (Middle/High School)	0.2 student/unit	429 students
Total	--	**1,065 students**

Sources: State of California, Office of Public School Construction (2019); Cooperative Strategies (2020, 2022).

The increase in students as a result of project implementation would increase the demand for school facilities. However, future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA, which is based on population estimates, including school-aged children, for the City. Therefore, although implementation of the proposed project would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in the City's population.

As previously discussed, AUHSD's enrollment was 27,748 students in the 2022–2023 school year. As shown in Table 4.8.B above, development of residential units allowed under the proposed project would generate 429 new middle and high school level students. This represents a 1.5 percent increase to AUHSD's student enrollment population. According to the AUHSD Facilities Master Plan Update, the AUHSD is experiencing an overall decline in enrollment of approximately 3,200 students through the 2025–2026 school year in the cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton.[23] 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. The Applicant/Developer of future residential development projects allowed under the proposed project would be required to pay such fees to reduce any

[22] Cooperative Strategies. 2022. *Developer Fee Justification Study, Centralia Elementary School District*. November 9.

[23] Anaheim Union High School District (AUHSD). 2022. *Facilities Master Plan Update, 3.2 Planning Considerations; Enrollment Projections and Demographics.* February 16.

impacts of new residential development on school services as provided in Section 65995 of the California Government Code (refer to Regulatory Compliance Measure RCM PS-2 below). With the AUHSD's projected decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that AUHSD would have sufficient capacity to accommodate new middle and high school level students generated with implementation of the proposed project.

According to the Residential and Commercial/Industrial Development School Fee Justification Study completed for the CSD by Cooperative Strategies and dated April 30, 2020, the CSD had a facilities capacity of 4,400 students in the 2019–2020 school year.[24] As previously discussed, CSD's enrollment was 3,389 students in the 2022–2023 school year. As such, the CSD is operating under capacity and has an additional 1,011 seats available for new students. As shown in Table 4.8.B, above, the additional residential units allowed under the proposed project within the CSD boundary would generate 547 new elementary-level students. This increase in elementary level students can be accommodated by the CSD's available capacity. In addition, with implementation of RCM PS-1 as described above, it is expected that CSD would have sufficient capacity to accommodate new elementary level students generated by the additional housing units allowed under the proposed project. The fees would be collected by the AUHSD and shared equally with the CSD.

The CESD had been experiencing a decline in enrollment between the 2016–2017 school year and the 2020–2021 school year; however, since the 2020–2021 school year, the school district has registered a small increase in enrollment.[25] As shown in Table 4.8.B, above, the additional residential units allowed under the proposed project within the CESD boundary would generate approximately 25 new elementary level students. The Applicant/Developer of future residential development projects allowed under the proposed project would be required to pay such fees to reduce any impacts of new residential development on school services as provided in Regulatory Compliance Measure RCM PS-2). Although in recent years the CESD has experienced a slight increase in enrollment, because of the district's historic decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that CESD would have sufficient capacity to accommodate elementary school level students generated with implementation of the proposed project.

The LAUSD has been experiencing a decline in enrollment since the 2016–2017 school year.[26] As shown in Table 4.8.B above, the additional residential units allowed under the proposed project within the LAUSD boundary would generate 46 new elementary level students and 18 new middle/high school level students, for a total of 64 new students. This increase in students can be accommodated by the LAUSD. In addition, the Applicant/Developer of future residential development projects allowed under the proposed project would be required to pay such fees to

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24 Cooperative Strategies. 2020. *Residential and Commercial/Industrial Development School Fee Justification Study, Cypress School District*. April 30.

25 California Department of Education. 2023. *DataQuest, Enrollment Multi-Year Summary by Grade, Centralia Elementary Report (30-66472).* Website: https://dq.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=3066472&agglevel=district&year=2022-23&ro=y (accessed July 28, 2023).

26 California Department of Education. 2023. *DataQuest, Enrollment Multi-Year Summary by Grade, Los Alamitos Unified Report (30-73924).* Website: https://dq.cde.ca.gov/dataquest/dqcensus/EnrGrdYears.aspx?cds=3073924&agglevel=district&year=2022-23&ro=y (accessed July 28, 2023).

reduce any impacts of new residential development on school services as provided in Regulatory Compliance Measure RCM PS-2). With the LAUSD's continued pattern of decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that LAUSD would have sufficient capacity to accommodate new students generated with implementation of the proposed project.

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-2, potential impacts to school services and facilities associated with implementation of the proposed project would be less than significant. No mitigation is required.

4.8.6 Level of Significance Prior to Mitigation

Impacts related to police services, schools, parks, and libraries would be less than significant prior to mitigation. The proposed project would result in potentially significant impacts to fire protection services, and mitigation is required.

4.8.7 Regulatory Compliance Measures and Mitigation Measures

4.8.7.1 Regulatory Compliance Measures

The proposed project would comply with the following standards, the implementation of which is intended to reduce impacts related to public services.

Regulatory Compliance Measure PS-1 Any future projects implemented in accordance with the proposed project would be required to coordinate with the Orange County Fire Authority (OCFA) to determine the appropriate development impact fees required to offset potential impact to OCFA staffing and service ability. Prior to the approval of a future project implemented in accordance with the proposed project, the designated site developer shall enter into a Secured Fire Protection Agreement with OCFA that details the agreed-upon development impact fees required for the project.

Regulatory Compliance Measure PS-2 **Payment of School Fees.** Prior to issuance of any building permits, the Applicant/Developer of future residential development projects facilitated by the proposed project shall provide proof to the Director of the City of Cypress Community Development Department, or designee, that payment of school fees to the appropriate school districts have been made in compliance with Section 65995 of the California Government Code.

4.8.8 Level of Significance after Mitigation

With the implementation of Regulatory Compliance Measure RCM PS-1 and RCM PS-2, potentially significant impacts would be reduced below a level of significance.

4.8.9 Cumulative Impacts

The purpose of this section is to evaluate any additional incremental impact that the proposed project is likely to cause above and beyond the combined impacts of recently approved and proposed projects in the City of Cypress. The impact area used to assess potential cumulative population and housing impacts is the City because the proposed project would affect population and housing within the City. As discussed in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, the list of projects considered for cumulative impacts is based upon the City's General Plan 2045 build-out assumptions.

The proposed project would result in a negligible increase in population served by OFCA from the existing conditions, would not propose any new development that would require a substantial increase in police presence, and would also adhere to all applicable policies and codes related to the provision of firefighting and police services including OCFA requirements related to providing adequate fire flow/structure protection to the opportunity sites and providing adequate access for emergency vehicles. Future development allowed under the proposed project would accommodate planned regional housing growth included in the SCAG RHNA, which is based on population estimates including school-aged children, for the City. Therefore, although implementation of the proposed project would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in the City's population. In addition, developers of future residential development projects allowed under the proposed project would be required to pay their fair share of school impact fees. Any population growth associated with the project that would lead to potential strains on public services would not be substantial because it would be located within an area capable of supporting it.

LSA developed the General Plan build-out assumptions by reviewing the land use assumptions in the eight Transportation Analysis Zones (TAZ) where growth was anticipated due to potential growth as provided in the General Plan and or approved projects in a related planning document. The Orange County Transportation Analysis Model TAZ contained household data for 2016, which was updated to reflect 2045 anticipated build out. Table 4.A, General Plan Cumulative Growth Assumptions, in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, indicates that the City expects build out of 2,687 additional households within the Lincoln Avenue Specific Plan and the Race Track Super Block between 2016 and 2045 under the baseline General Plan build-out scenario. As such, implementation of the proposed project in conjunction with the build out of the additional households could result in a cumulatively significant impact to public services within the City. However, developers of future residential development projects implemented in accordance with the proposed project, as well as the remaining development associated with the City's General Plan 2045 build-out assumptions, would be required to analyze potential impacts to public services and pay their fair share of development impact fees. Therefore, the impacts from the proposed project on public services are not considered to be cumulatively considerable.

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4.9 TRANSPORTATION

This section analyzes the existing and planned transportation and circulation conditions for the proposed Cypress Housing Element Implementation Project (proposed project) and the surrounding area, and identifies circulation impacts that may result subsequent to the development of the proposed project. The analysis contained in this section is based on the *Level of Service and Vehicle Miles Traveled Assessments for the City of Cypress Housing Element Implementation, Cypress, California* (LSA, May 2023), which is provided in Appendix H to this Environmental Impact Report (EIR).

4.9.1 Methodology

4.9.1.1 Level of Service

The Orange County Transportation Analysis Model (OCTAM) was used in the development of forecasted traffic volumes for the level of service (LOS) assessment. OCTAM socioeconomic data were consistent with the City's existing planning and zoning regulations. The City conducted a detailed housing development analysis to identify the potential dwelling unit capacities for each parcel identified as an opportunity site. Detailed parcel level capacities for the proposed project were included in "Appendix A – Sites Inventory" of the City's 2021–2029 Housing Element. Housing development capacities at the parcel level were used to develop and distribute household growth at a Traffic Analysis Zone (TAZ) for the OCTAM socioeconomic datasets.

Existing OCTAM assumptions regarding forecasted (2045) household growth in Cypress were reviewed to confirm that they reflect the City's existing planning and zoning regulations. Given that OCTAM assumed that the entire City would experience a total household growth of 930 units from 2016–2045, which is substantially lower than the City's 2021–2029 Regional Housing Needs Assessment (RHNA) goal of 3,936 dwelling units. The following steps were used to develop cumulative datasets for the model:

- The City provided detailed data about recent and ongoing housing developments, which were used to refine the forecasted household growth. Entitled dwelling units are those dwelling units that were approved from June 2020 through June 2021. The 2021–2029 Housing Element included information about the number of dwelling units by location, which was used to add the entitled units to OCTAM TAZs.

- Similarly, the City has identified control totals on the number of dwelling units for each of the areas of the City/Specific Plans to meet the RHNA requirements. Parcel-specific housing development capacities were used to proportionally distribute the household growth by area to OCTAM TAZs.

- Given the evaluation was conducted at the City level, no TAZ splits were made. Household characteristics from OCTAM TAZs were applied to the anticipated dwelling unit growth under the proposed project to develop OCTAM inputs.

- No, roadway/transit network modifications were made to the 2045 OCTAM network.

Development of Year 2045 Traffic Volumes. The following details the methodology employed for passenger vehicles to determine the a.m. and p.m. peak hour intersection turn movements for General Plan Build out (2045) conditions. Volume development sheets are included in Appendix H, Level of Service and Vehicle Miles Traveled Assessment, of this Draft Program EIR (PEIR).[1] OCTAM was used in this process. The base year for the passenger vehicle model is 2016 and the future year is 2045.

1. The difference between the modeled base year 2016 and future year 2045 peak-period directional arterial traffic volumes (for each intersection approach and departure) was identified from loaded network model plots. This difference defines the growth in traffic from 2016 base conditions to future year 2045 conditions.

2. The incremental growth in peak period approach and departure volumes was factored to develop the incremental change in peak-hour volumes. OCTAM uses a 3-hour a.m. peak period and a four-hour p.m. peak period. The Orange County Transportation Authority has established that the a.m. peak hour comprises 35.66 percent of the peak period and that the p.m. peak hour comprises 26.62 percent of the peak period. Therefore, the incremental changes in peak period volumes were multiplied by the appropriate factors to develop incremental changes in peak-hour volumes.

3. The incremental growth in approach and departure volumes between 2016 and 2045 was factored to reflect the forecasted growth between the year of the ground counts (2022) and the analysis year of 2045. For this purpose, linear growth between the 2016 base condition and the 2045 future condition was assumed. Since the increment between 2022 and 2045 is 23 years of the 29-year time span, a factor of 0.79 (i.e., 23/29) was used.

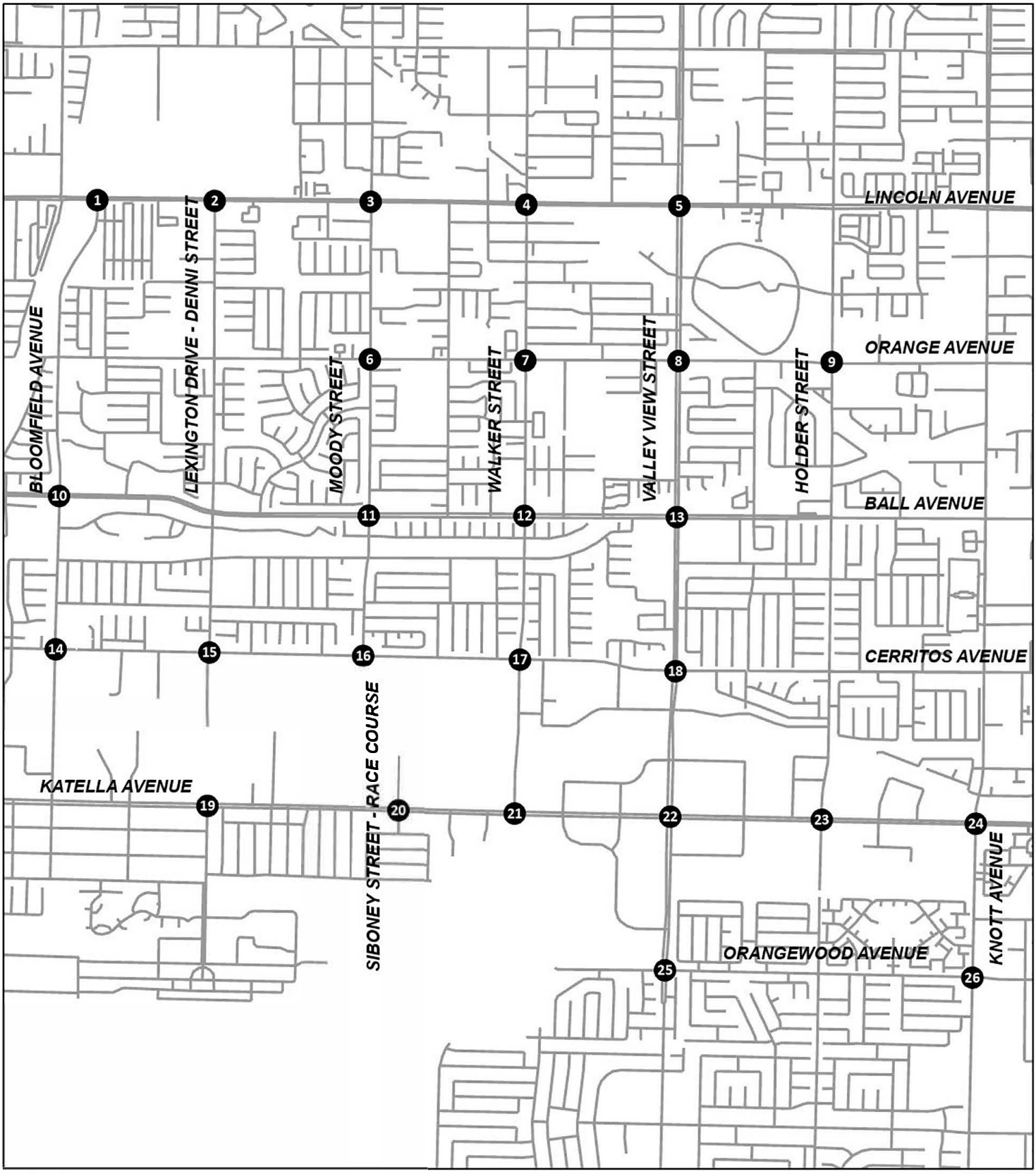
4. The forecasted growth in approach and departure volumes through year 2045 conditions was added to the 2022 ground counts, resulting in “post-processed” forecasted year 2045 link volumes.

5. Forecast year 2045 turn volumes were developed using existing turn volumes and the forecasted growth in approach and departure link volumes.

Study Area Intersection Locations. The following 26 signalized intersections were selected for LOS assessment in consultation with City staff. Figure 4.9-1, Study Area Intersections, depicts the intersections (20 intersections in Cypress and 6 intersections in both Cypress and Los Alamitos).

1. Lincoln Avenue and Bloomfield Street (Cypress)
2. Lincoln Avenue and Lexington Drive-Denni Street (Cypress)
3. Lincoln Avenue and Moody Street (Cypress)
4. Lincoln Avenue and Walker Street (Cypress)
5. Lincoln Avenue and Valley View Street (Cypress)

[1] LSA. 2023. *Level of Service and Vehicle Miles Traveled Assessments.*



LSA

LEGEND

● Study Intersections

FIGURE 4.9-1

N

0 1100 2200

FEET

SOURCE: Google Imagery (2020)

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2021-2029 Cypress Housing Element Implementation Project

Study Area Intersections

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6. Orange Avenue and Moody Street (Cypress)
7. Orange Avenue and Walker Street (Cypress)
8. Orange Avenue and Valley View Street (Cypress)
9. Orange Avenue and Holder Street (Cypress)
10. Ball Road and Bloomfield Street (Cypress/Los Alamitos)
11. Ball Road and Moody Street (Cypress)
12. Ball Road and Walker Street (Cypress)
13. Ball Road and Valley View Street (Cypress)
14. Cerritos Avenue and Bloomfield Street (Cypress/Los Alamitos)
15. Cerritos Avenue and Lexington Drive-Denni Street (Cypress/Los Alamitos)
16. Cerritos Avenue and Moody Street (Cypress)
17. Cerritos Avenue and Walker Street (Cypress)
18. Cerritos Avenue and Valley View Street (Cypress)
19. Katella Avenue and Lexington Drive (Cypress/Los Alamitos)
20. Katella Avenue and Siboney Street-Race Course (Cypress/Los Alamitos)
21. Katella Avenue and Walker Street (Cypress/Los Alamitos)
22. Katella Avenue and Valley View Street (Cypress)
23. Katella Avenue and Holder Street (Cypress)
24. Katella Avenue and Knott Avenue (Cypress)
25. Orangewood Avenue and Valley View Street (Cypress)
26. Orangewood Avenue and Knott Avenue (Cypress)

Intersection Level of Service Methodologies. In accordance with the City's Circulation Element, signalized intersection operation was analyzed using the Intersection Capacity Utilization (ICU) methodology. The ICU methodology compares the volume-to-capacity (v/c) ratios of conflicting turn movements at an intersection, sums up these critical conflicting v/c ratios for each intersection approach, and determines the overall ICU. The ICU calculations assume a per-lane capacity of 1,700 vehicles per hour with a clearance interval of 0.05.

The resulting ICU is expressed in terms of level of service (LOS), where LOS A represents free-flow operation and LOS F represents overcapacity operation. The relationship between LOS and the ICU value (i.e., v/c ratio) is shown in Table 4.9.A.

Table 4.9.A: Relationship Between LOS and ICU Values

Level of Service	Volume-to-Capacity (ICU Methodology)
A	≤0.60
B	>0.60 and ≤0.70
C	>0.70 and ≤0.80
D	>0.80 and ≤0.90
E	>0.90 and ≤1.00
F	>1.00

ICU = Intersection Capacity Utilization
LOS = level of service

Thresholds of Significance. The City of Cypress considers LOS D as the upper limit of satisfactory operations for intersections, except at intersections along Valley View Street, Lincoln Avenue, and Katella Avenue. The City has adopted LOS E or better as the standard for intersections along these three arterials, as they carry a significant amount of traffic. Also, Valley View Street and Katella Avenue are designated in the Orange County Congestion Management Program (CMP) as CMP facilities, and intersections along these roadways have an operational standard of LOS E or better.

The City of Los Alamitos considers LOS D as the upper limit of satisfactory operations for intersections, except at intersections along Katella Avenue, where LOS E is acceptable.

Based on City of Cypress and City of Los Alamitos standards, an operational deficiency occurs at an intersection if a project causes an intersection operating at an acceptable LOS to deteriorate to an unacceptable LOS, or if an intersection is already operating at an unacceptable LOS and the project would add 0.01 or more to the peak-hour ICU.

4.9.1.2 Vehicle Miles Traveled

On December 28, 2018, the California Office of Administrative Law cleared the revised CEQA Guidelines for use. Among the changes to the *State CEQA Guidelines* was the removal of vehicle delay and LOS from consideration under CEQA. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on VMT.

The City has yet to adopt the Senate Bill 743 guidelines; therefore, the VMT analysis has been based upon the methodology and significance threshold criteria identified in the *Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange,* dated September 17, 2020 (Guidelines).[2]

The project is an update to the City's General Plan and Zoning, which can be considered as a land use plan. The Guidelines recommend use of VMT per service population (population plus employment) as the VMT metric as VMT per service population is based on total VMT, which is

[2] County of Orange. 2020. *Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange*, dated September 17, 2020.

comprehensive and accounts for all trip purposes. According to the Guidelines,[3] a land use plan would have a significant impact if the VMT per service population of the land use plan is higher than the regional baseline VMT per service population.

Additionally, a region should be defined based on where the majority of the project trips are contained. Typically, it is the county boundary within which a majority of those trips take place. As such, the Guidelines recommend use of Orange County as the region for VMT analysis of projects and land use plans. Therefore, if the cumulative citywide VMT per service population is higher than Orange County's baseline VMT per service population, the land use plan would have a significant VMT impact.

The Guidelines provide multiple screening criteria for land use projects. However, the proposed project involves an update to the City's planning and zoning documents; therefore, none of the screening criteria are applicable to the project, which is a change to a land use plan. A detailed VMT analysis was conducted to evaluate the VMT impacts under the proposed project. The regional travel model, OCTAM, was used for the VMT assessment.

As indicated before, the VMT per service population was used to evaluate the proposed project's VMT impacts. The proposed project would result in a significant impact if the cumulative VMT metric is greater than the regional baseline VMT metric. Hence, the proposed project would result in a significant impact if the citywide cumulative VMT per service population with the project would be greater than the Orange County baseline VMT per service population (threshold).

4.9.2 Existing Environmental Setting

4.9.2.1 Existing Circulation System

The City's existing circulation system includes the following key roadways:

Holder Street is a north-south, two-to-four-lane, undivided roadway. According to the City of Cypress General Plan Circulation Element (2001), Holder Street is classified as a Secondary Arterial. The posted speed limit is 35 to 40 miles per hour (mph). Sidewalks are provided on both sides of the street and on-street parking is permitted in select locations.

Valley View Street is a north-south, six-lane, divided roadway. According to the City of Cypress General Plan Circulation Element (2001), Valley View Street is classified as a Major Arterial. Valley View Street is designated in the Orange County CMP as a CMP facility. The posted speed limit is 45 mph. Sidewalks are provided on both sides of the street and on-street parking is not permitted.

Walker Street is a north-south, four-to-five-lane, undivided roadway. According to the City of Cypress General Plan Circulation Element (2001), Walker Street is classified as a Secondary Arterial. The average posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street parking is not permitted.

[3] County of Orange. 2020. *Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange*, dated September 17, 2020.

Moody Street is a north-south, four-lane, divided roadway. According to the City's General Plan Circulation Element (2001), Moody Street is classified as a Primary Arterial. The posted speed limit is 40 mph. On-street bicycle lanes (Class II) and sidewalks are provided on both sides of the street. On-street parking is generally not permitted.

Denni Street–Lexington Drive is a north-south, undivided roadway. Lexington Drive is a two-lane roadway south of Cerritos Avenue, and Denni Street is a four-lane roadway north of Cerritos Avenue. According to the City of Cypress General Plan Circulation Element (2001), Denni Street is classified as a Secondary Arterial. The posted speed limit of the segment between Lincoln Avenue to Ball Road is 40 mph and others have the speed limit of 35 mph. Sidewalks are provided on both sides of Denni Street and on some parts of Lexington Drive. On-street parking is not permitted.

Bloomfield Street is a north-south, four-lane, divided roadway. According to the City of Cypress General Plan (2001), Bloomfield Street is classified as a Secondary Arterial. The posted speed limit is 40 mph. On-street bicycle lanes (Class II) and sidewalks are provided on both sides of the street. On-street parking is permitted in select locations.

Katella Avenue is a six-lane divided roadway. Katella Avenue is designated as a Major Arterial in the City of Cypress General Plan (2001). Katella Avenue is designated in the Orange County CMP as a CMP facility. The posted speed limit is 45 mph. Sidewalks are provided on both sides of the street. On-street parking is permitted in select locations.

Cerritos Avenue is a four-to-five-lane, divided roadway. According to the City of Cypress General Plan (2001), Cerritos Avenue is a Primary Arterial. The posted speed limit is 45 mph. Sidewalks are provided on both sides of the street, and on-street (Class II) bicycle lanes are provided on both sides between Walker Street and Denni Street. On-street parking is permitted in select locations.

Orangewood Avenue is a four-lane, undivided roadway. According to the City of Cypress General Plan (2001), Orangewood Avenue is a Secondary Arterial. The posted speed limit is 35 to 40 mph. Sidewalks are provided on both sides of the street. On-street parking is not permitted.

Ball Road is a four-lane, divided roadway and it is classified as a Primary Arterial according to the City of Cypress General Plan (2001). The posted speed limit is 45 mph. On-street (Class II) bicycle lanes and sidewalks are provided on both sides of the street. On-street parking is not permitted.

Orange Avenue is a four-lane, undivided roadway, identified as Secondary Arterial in the City of Cypress General Plan (2001). The posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street bicycle lanes and on-street parking are provided in select locations.

Lincoln Avenue is a four-lane, divided roadway. According to the City of Cypress General Plan (2001), Lincoln Avenue is a Major Arterial. The posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street parking is provided in select locations.

4.9.2.2 Existing Traffic Volumes and LOS Analysis

Existing traffic volumes at study area intersections were collected in March 2022 and are provided in Appendix H. Additionally, Table 4.9.B summarizes the results of the existing peak-hour LOS analysis for the study area intersections. As shown in Table 4.9.B, all study area intersections currently operate at satisfactory LOS during both peak hours.

Table 4.9.B Existing Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	Existing			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.41	A	0.48	A
2	Lexington Drive-Denni Street/ Lincoln Avenue	City of Cypress	0.51	A	0.52	A
3	Moody Street/Lincoln Avenue	City of Cypress	0.64	B	0.60	A
4	Walker Street/Lincoln Avenue	City of Cypress	0.55	A	0.60	A
5	Valley View Street/Lincoln Avenue	City of Cypress	0.55	A	0.59	A
6	Moody Street/Orange Avenue	City of Cypress	0.49	A	0.43	A
7	Walker Street/Orange Avenue	City of Cypress	0.57	A	0.54	A
8	Valley View Street/Orange Avenue	City of Cypress	0.61	B	0.62	B
9	Holder Street/Orange Avenue	City of Cypress	0.35	A	0.32	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.53	A	0.54	A
11	Moody Street/Ball Road	City of Cypress	0.53	A	0.49	A
12	Walker Street/Ball Road	City of Cypress	0.58	A	0.61	B
13	Valley View Street/Ball Road	City of Cypress	0.63	B	0.63	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.65	B	0.55	A
15	Lexington Drive-Denni Street/ Cerritos Avenue	City of Cypress/Los Alamitos	0.42	A	0.45	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.42	A	0.46	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.50	A	0.56	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.63	B	0.69	B
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.44	A	0.49	A
20	Siboney Street-Race Course/ Katella Avenue	City of Cypress/Los Alamitos	0.37	A	0.43	A
21	Walker Street/Katella Avenue	City of Cypress/Los Alamitos	0.46	A	0.53	A
22	Valley View Street/Katella Avenue	City of Cypress	0.58	A	0.62	B
23	Holder Street/Katella Avenue	City of Cypress	0.30	A	0.36	A
24	Knott Avenue/Katella Avenue	City of Cypress	0.56	A	0.70	B
25	Valley View Street/Orangewood Avenue	City of Cypress	0.57	A	0.59	A
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.42	A	0.49	A

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service

4.9.3 Regulatory Setting

4.9.3.1 Federal Regulations

No federal policies or regulations pertaining to transportation are applicable to the proposed project.

4.9.3.2 State Regulations

Senate Bill 743. On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process that changes the methodology of a transportation impact analysis as part of CEQA requirements. SB 743 directed the California Office of Planning and Research (OPR) to establish new CEQA guidance for jurisdictions that removes the LOS method, which focuses on automobile vehicle delay and other similar measures of vehicular capacity or traffic congestion, from CEQA transportation analysis. Rather, vehicle miles traveled (VMT), or other measures that promote "the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses," are now be used as the basis for determining significant transportation impacts in the State.

***State CEQA Guidelines* Section 15064.3, Subdivision (b).** In January 2018, the State of California Office of Planning and Research (OPR) submitted a proposal for comprehensive updates to the *State CEQA Guidelines* to the California Natural Resources Agency. The submittal included proposed updates related to the analysis of greenhouse gas (GHG) emissions, energy, transportation impacts pursuant to SB 743, and wildfires, as well as revisions to Section 15126.2(a) in response to the California Supreme Court's decision in *California Building Industry Association v. Bay Area Air Quality Management District* (2015) 62 Cal. 4th 369. On December 28, 2018, the updated *State CEQA Guidelines* went into effect.

As part of the update to the *State CEQA Guidelines*, Section 15064.3 was added and codifies that project-related transportation impacts are typically best measured by evaluating the project's VMT. Specifically, subdivision (b) focuses on specific criteria related to transportation analysis and is divided into four subdivisions: (1) land use projects, (2) transportation projects, (3), qualitative analysis, and (4) methodology. Subdivision (b)(1) provides guidance on determining the significance of transportation impacts of land use projects using VMT; projects located within 0.5 mile of high quality transit should be considered to have a less than significant impact. Subdivision (b)(2) addresses VMT associated with transportation projects and states that projects that reduce VMT, such as pedestrian, bicycle, and transit projects, should be presumed to have a less than significant impact. Subdivision (b)(3) acknowledges that Lead Agencies may not be able to quantitatively estimate VMT for every project type; in these cases, a qualitative analysis may be used. Subdivision (b)(4) stipulates that Lead Agencies have the discretion to formulate a methodology that would appropriately analyze a project's VMT.

At this time, the City has not adopted a methodology to analyze VMT impacts within its jurisdiction. In addition, the City does not currently have thresholds or standards in place for assessing potential VMT impacts. Therefore, traffic impacts in this PEIR are based on the City's LOS thresholds.

4.9.3.3 Regional Regulations

Orange County Congestion Management Program. The Orange County Transportation Authority (OCTA) is a multimodal transportation agency that began in 1991 with the consolidation of seven separate agencies. OCTA serves Orange County residents and travelers by providing the following: countywide bus and paratransit service; Metrolink rail service; the 91 Express Lanes; freeway, street, and road improvement projects; individual and company commuting solutions; motorist aid services; and regulation of taxi operations. State law requires that a Congestion Management Program (CMP) be developed, adopted, and updated biennially for every county that includes an urbanized area, and requires that it include every city and the county government within that county. As the Congestion Management Agency for Orange County, OCTA is responsible for implementing the Orange County CMP.

OCTA adopted the CMP in 1991 to reduce traffic congestion and to provide a mechanism for coordinating land use and development decisions in Orange County. Compliance with the CMP requirements ensures a city's eligibility to compete for State gas tax funds for local transportation projects.

County of Orange Master Plan of Arterial Highways (MPAH). The MPAH defines the arterial system in the Circulation Element of the Orange County General Plan. This system, which is the planned future roadway system in the County, incorporates several specific arterial roadway classifications. The Circulation Elements of cities within the County are expected to be consistent with the MPAH in order to be eligible for funding improvements on MPAH roadways.

County of Orange Measure M Growth Management Program. Measure M, approved in 1990 by the voters in the County, authorized the collection of a one-half percent sales tax to fund needed transportation improvements in the County. In order to be eligible to receive funds, cities must satisfy a number of requirements, including adopting a Circulation Element that is consistent with the County's MPAH, adopting a Growth Management Plan, and adopting a seven-year capital improvement program to include transportation projects funded by Measure M.

4.9.3.4 Local Regulations

City of Cypress General Plan. The Cypress General Plan[4] is the primary source of long-range planning and policy direction that guides growth and preserves the quality of life within the community. The General Plan contains goals, policies, and plans that are intended to guide land use and development decisions. The General Plan, last comprehensively updated by the City Council in September 2001, includes a Land Use Map and the following eight elements, or chapters, which together fulfill the State requirements for a General Plan:

- Land Use Element
- Housing Element
- Circulation Element
- Conservation/Open Space/Recreation Element (satisfies the State's Conservation and Open Space Element requirements)

[4] City of Cypress. 2001. General Plan.

- Safety Element
- Noise Element
- Air Quality Element (optional element not required by State law)
- Growth Management Element (optional element not required by State law)

Circulation Element. The Circulation Element[5] is a general guide for the planning, development, and enhancement of the City's public roadways, based on existing and anticipated land uses. Most transportation-related plans and programs are established with the goal of maintaining acceptable operating LOS on the City's transportation system. The City of Cypress has adopted LOS D or better as the desired citywide operating standard for most City streets. However, given the influence of regional traffic on Valley View Street, Lincoln Avenue, and Katella Avenue, which are beyond the control of the City of Cypress, LOS E or better has been adopted as the minimum operating Level of Service for street segments and intersections on these arterials. The Circulation Element goals and policies define the City's vision for a balanced, efficient circulation system which incorporate many modes of travel and which allows for the safe movement of people and goods in and around Cypress. Based on the Circulation Element, the local and regional street network is built out in Cypress. Similarly, the City's bikeway system is generally built out, with the exception of a planned bike lane on Walker Street south of Cerritos Avenue. This proposed bike lane would connect to the existing bike lane on Walker Street north of Cerritos Avenue.

4.9.4 Thresholds of Significance

The thresholds for transportation impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to transportation if it would:

Threshold 4.9.1: Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Threshold 4.9.2: Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Threshold 4.9.3: Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Threshold 4.9.4: Result in inadequate emergency access?

It should be noted that according to Section 4.17, Transportation, of the Initial Study prepared for the proposed project (Appendix B), the proposed project would result in less than significant impacts regarding hazards due to a geometric design feature and inadequate emergency access (Thresholds 4.9.3 and 4.9.4). Therefore, these topics are not further addressed below.

[5] City of Cypress. 2001. General Plan Circulation Element.

4.9.5 Project Impacts

Threshold 4.9.1: 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. A detailed LOS analysis was conducted for the proposed project based on the OCTAM model, using the County of Orange as the region. Based on the significance threshold criteria determined by the City of Cypress, no operational deficiencies would occur at any of the studied intersections under the General Plan Buildout (2045) conditions with implementation of the proposed project. Table 4.9.C shows the LOS analysis for the year 2045 with and without implementation of the proposed project. As shown below, in 2045, all intersections would operate at an acceptable LOS (D or better) and intersections along Valley View Street, Lincoln Avenue, and Katella Avenue would also operate at an acceptable LOS (E or better). Based on the LOS analysis, implementation of the proposed project would not create significant LOS changes under General Plan Build out conditions. See Table 4.9.D.

In addition, a VMT analysis was conducted for the proposed project based on the OCTAM model, using the County of Orange as the region. Based on the significance threshold criteria determined by the County of Orange, the cumulative citywide VMT per service population, under the proposed project rezoning scenario, would be lower than the regional threshold. Table 4.9.E compares the cumulative City and regional VMT per service population. Based on VMT analysis results, implementation of the proposed project would not exceed the threshold based on service population.

LOS and VMT analyses showed that the proposed project would not exceed significance thresholds established by the City of Cypress and County of Orange. Therefore, the proposed project would have a less than significant impact on transportation. No mitigation is required.

Additionally, compliance with the City's Municipal Code will address transportation design and emergency access. The City's Circulation Element includes numerous policies and implementation measures that are aligned with the objectives and priorities identified in the comment letter from Caltrans District 12. Objectives and policies provided in the Circulation Element include:

- **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.
    - **CIR-1.1:** Respond to transportation problem areas with efforts to implement both interim and long-term solutions.
    - **CIR-1.2:** Participate in transportation planning efforts which involve other governmental agencies, mandated programs, and regulations in order to minimize environmental impacts related to transportation and to enhance transportation systems.

Table 4.9.C: Year 2045 Without Project Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	2045 No Project			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.64	B	0.58	A
2	Lexington Drive-Denni Street/ Lincoln Avenue	City of Cypress	0.72	C	0.63	B
3	Moody Street/Lincoln Avenue	City of Cypress	0.85	D	0.82	D
4	Walker Street/Lincoln Avenue	City of Cypress	0.79	C	0.78	C
5	Valley View Street/Lincoln Avenue	City of Cypress	0.71	C	0.76	C
6	Moody Street/Orange Avenue	City of Cypress	0.58	A	0.48	A
7	Walker Street/Orange Avenue	City of Cypress	0.64	B	0.60	A
8	Valley View Street/Orange Avenue	City of Cypress	0.67	B	0.70	B
9	Holder Street/Orange Avenue	City of Cypress	0.63	B	0.53	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.59	A	0.59	A
11	Moody Street/Ball Road	City of Cypress	0.59	A	0.54	A
12	Walker Street/Ball Road	City of Cypress	0.65	B	0.65	B
13	Valley View Street/Ball Road	City of Cypress	0.70	B	0.67	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.73	C	0.61	B
15	Lexington Drive-Denni Street/ Cerritos Avenue	City of Cypress/Los Alamitos	0.52	A	0.56	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.45	A	0.51	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.52	A	0.60	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.76	C	0.76	C
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.58	A	0.62	B
20	Siboney Street-Race Course/ Katella Avenue	City of Cypress/Los Alamitos	0.48	A	0.56	A
21	Walker Street/Katella Avenue	City of Cypress/Los Alamitos	0.52	A	0.67	B
22	Valley View Street/Katella Avenue	City of Cypress	0.71	C	0.77	C
23	Holder Street/Katella Avenue	City of Cypress	0.59	A	0.71	C
24	Knott Avenue/Katella Avenue	City of Cypress	0.69	B	0.86	D
25	Valley View Street/Orangewood Avenue	City of Cypress	0.61	B	0.61	B
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.69	B	0.62	B

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service

Table 4.9.D: Year 2045 With Project Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	2045 W/Project			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.64	B	0.60	A
2	Lexington Drive-Denni Street/Lincoln Avenue	City of Cypress	0.72	C	0.64	B
3	Moody Street/Lincoln Avenue	City of Cypress	0.86	D	0.83	D
4	Walker Street/Lincoln Avenue	City of Cypress	0.82	D	0.81	D
5	Valley View Street/Lincoln Avenue	City of Cypress	0.74	C	0.78	C
6	Moody Street /Orange Avenue	City of Cypress	0.59	A	0.49	A
7	Walker Street /Orange Avenue	City of Cypress	0.64	B	0.60	A
8	Valley View Street/Orange Avenue	City of Cypress	0.68	B	0.71	C
9	Holder Street/Orange Avenue	City of Cypress	0.64	B	0.53	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.58	A	0.58	A
11	Moody Street/Ball Road	City of Cypress	0.59	A	0.54	A
12	Walker Street /Ball Road	City of Cypress	0.66	B	0.66	B
13	Valley View Street/Ball Road	City of Cypress	0.70	B	0.68	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.74	C	0.61	B
15	Lexington Drive-Denni Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.52	A	0.57	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.44	A	0.50	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.54	A	0.60	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.77	C	0.78	C
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.57	A	0.63	B
20	Siboney Street-Race Course/Katella Avenue	City of Cypress/Los Alamitos	0.51	A	0.58	A
21	Walker Street /Katella Avenue	City of Cypress/Los Alamitos	0.54	A	0.68	B
22	Valley View Street/Katella Avenue	City of Cypress	0.71	C	0.77	C
23	Holder Street/Katella Avenue	City of Cypress	0.61	B	0.70	B
24	Knott Avenue/Katella Avenue	City of Cypress	0.69	B	0.86	D
25	Valley View Street/Orangewood Avenue	City of Cypress	0.61	B	0.62	B
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.68	B	0.63	B

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service

Table 4.9.E: Cumulative City of Cypress and Regional VMT per Service Population Comparison

Scenario	City of Cypress VMT per Service Population (with Plan)	Orange County Threshold[1]	Difference	% Difference	Significant Impact?
2045 Proposed Project	27.4	30.3	-2.8	-9.4%	No

Source: Orange County Transportation Analysis Model (2023).
[1] Orange County threshold was estimated using an LSA baseline no plan model run.
VMT = vehicle miles traveled

- **CIR-1.3:** Encourage development which contributes to a balanced land use, which in turn serves to reduce overall trip lengths (i.e., jobs/housing balance, locate retail in closer proximity to resident/patrons).
- **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.
- **CIR-1.5:** The City of Cypress will continue involvement in plans and programs related to the Circulation Element. This involvement is anticipated to result in traffic studies to be undertaken by City staff, to identify specific circulation programs and improvements to be implemented, in order to satisfy the various related programs.
- **CIR-1.6:** Encourage the development of aesthetic streetscapes to promote a positive City image and provide visual relief.
- **CIR-1.7:** Maintain consistency between the City Circulation Element and the Orange County Master Plan of Arterial Highways (MPAH).

- **CIR-2:** To facilitate alternative modes of transportation, including public transportation, bicycles, ridesharing, and pedestrians, to support the land use plans and related transportation needs.
  - **CIR-2.1:** Encourage development and improvements which incorporate innovative methods of accommodating transportation demands.
  - **CIR-2.2:** Give high priority to the establishment of a high-quality public transit system that minimizes dependency on the automobile.
  - **CIR-2.3:** Ensure that effective Transportation Demand Management (TDM) measures and programs are being implemented.
  - **CIR-2.4:** Encourage development and site design which facilitate implementation of high quality, desirable bicycle routes which meet or exceed established standards.
  - **CIR-2.5:** Implement adequate sidewalks to meet the required uses and needs, which serves to encourage alternative modes of transportation. Bicycle routes which utilize sidewalks require establishment of a City ordinance, per the Vehicle Code.
  - **CIR-2.6:** Respond to increases in demand for additional bus service through interaction with OCTA and other available resources.
  - **CIR-2.7:** Implement plan to install handicap access ramps to improve disabled access to transportation facilities.
  - **CIR-2.8:** Enhance the sidewalk environment to encourage pedestrian activities through streetscape and transit enhancement programs.

- **CIR-2.9:** Enhance transit environment by improving passenger loading sites by providing bus benches, safety lighting and other projects to enhance bus stops.

Threshold 4.9.2: Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less Than Significant Impact. According to *State CEQA Guidelines* Section 15064.3(a), project-related transportation impacts are generally best measured by evaluating the project's VMT, which refers to the amount and distance of automobile travel attributable to a project. The proposed project would result in a significant impact related to VMT if the cumulative citywide VMT per service population is higher than Orange County's baseline VMT per service population. As shown in Table 4.9.E, under general build-out conditions in the year 2045, the VMT under the proposed project scenario would not exceed Orange County's threshold. See Threshold 4.9.1 above for a discussion of the proposed project's VMT impacts. The project would have a less than significant transportation impact. No mitigation is required.

4.9.6 Level of Significance Prior to Mitigation

The proposed project would not result in potentially significant impacts related to transportation. Through compliance with the City's Municipal Code, the existing circulation network would not be adversely impacted or substantially degraded by the project's population, VMT thresholds would not be exceeded, and the project's impacts would be less than significant.

4.9.7 Regulatory Compliance Measures and Mitigation Measures

No regulatory compliance measures or mitigation measures are applicable to the proposed project pertaining to transportation.

4.9.8 Level of Significance after Mitigation

The proposed project would not result in potentially significant impacts related to transportation, and mitigation measures are not required.

4.9.9 Cumulative Impacts

The purpose of this section is to evaluate any additional incremental impact that the proposed project is likely to cause over and above the combined impacts of recently approved and proposed projects in Cypress. The impact area used to assess potential cumulative recreational impacts is Cypress because the proposed project would affect transportation facilities within Cypress.

Detailed LOS and VMT analyses were conducted for the proposed project based on the OCTAM model, using the County of Orange as the region. Based on the significance threshold criteria determined by the City of Cypress, no operational deficiencies would occur at any of the studied intersections under the General Plan Build-out (2045) conditions with implementation of the proposed project. Based on the significance threshold criteria determined by the County of Orange, the cumulative citywide VMT per service population would be lower than the regional threshold. Therefore, the proposed project would have a less than significant transportation impact.

Additionally, compliance with the City's Municipal Code will address transportation design and emergency access. Impacts from the proposed project would not be considered cumulatively considerable.

4.10 TRIBAL CULTURAL RESOURCES

This section provides a discussion of the existing tribal cultural resource environment and an analysis of potential impacts to tribal cultural resources from the 2021–2029 Cypress Housing Element Implementation Project (proposed project). According to California Public Resources Code (PRC) Section 21080.3.1 and Chapter 532, Statutes 2014 (i.e., Assembly Bill 52), "tribal cultural resources" are defined as the following:

1. Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either: (A) included or determined to be eligible for inclusion in the California Register of Historical Resources; or (B) included in a local register of historical resources as defined in subdivision (k) of Section 5020.1

2. 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 Section 5024.1

This section summarizes information obtained from Senate Bill (SB) 18 and Assembly Bill (AB) 52 Native American consultation efforts completed in support of the proposed project. The record of these consultation efforts is contained in Appendix I of this Program Environmental Impact Report (PEIR).

4.10.1 Methodology

4.10.1.1 Senate Bill 18

California Government Code Section 65352.3 (adopted pursuant to the requirements of SB 18) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a General or Specific Plan. The tribal organizations eligible to consult have traditional lands in a local government's jurisdiction and are identified, upon request, by the Native American Heritage Commission (NAHC). As noted in the Governor's Office of Planning and Research's *Tribal Consultation Guidelines, Supplement to General Plan Guidelines* (2005)[1], "The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places."

The NAHC was contacted to conduct a Sacred Lands File (SLF) search and to provide a list of Native American contacts for the project pursuant to SB 18. The NAHC responded on September 6, 2022, stating than an SLF search was completed for the opportunity sites with negative results. The NAHC recommended that 19 Native American individuals representing the Diegueno, Gabrielino, Juaneño, Cupeño Luiseño, and Cahuilla Luiseño groups be contacted for information regarding tribal cultural resources that could potentially be affected by the project. These 19 individuals were contacted via letter by certified mail on November 8, 2022. The letters, which concurrently fulfilled both SB 18 and AB 52 requirements, provided each tribe with an opportunity to request consultation with the City

[1] Governor's Office of Planning and Research (OPR). 2005. *Tribal Consultation Guidelines, Supplement to General Plan Guidelines*. Website: https://www.parks.ca.gov/pages/22491/files/tribal_consultation_guidelines_vol-4.pdf (accessed May 2023).

regarding the proposed project. In compliance with SB 18, the tribes had 90 days from the date of receipt of notification to request consultation on the proposed project. A response was received from Chairman Andrew Salas on behalf of the Gabrieleno Band of Mission Indians – Kizh Nation. This response did not request consultation on the project but did request consultation on future projects within the area.

4.10.1.2 Assembly Bill 52

Chapter 532, Statutes of 2014 (i.e., AB 52), requires that Lead Agencies evaluate a project's potential to impact "tribal cultural resources." Such resources include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources (Public Resources Code [PRC] Section 21074). AB 52 also gives Lead Agencies the discretion to determine, supported by substantial evidence, whether a resource falling outside the definition stated above nonetheless qualifies as a "tribal cultural resource."

Also, per AB 52 (specifically PRC Section 21080.3.1), as Lead Agency, the City of Cypress (City) must consult California Native American tribes that are traditionally and culturally affiliated with the geographic area of the project site and have previously requested that the Lead Agency provide the tribe with notice of such projects. Letters were sent to three individuals who had previously requested to be notified of projects during AB 52 consultation, representing the Juaneño, Gabrielino, and Luiseño groups. These individuals were contacted via letter by certified mail on November 8, 2022, with the exception of Isaiah Vivanco, Chairperson of the Soboba Band of Luiseño Indians, who was contacted on September 15, 2022. Apart from the Gabrieleno Band of Mission Indians – Kizh Nation, no responses were received.

Letters have also been sent to Native American tribal contacts provided by the NAHC, as previously described. The letters, simultaneously compliant with both SB 18 and AB 52 guidelines, provided each tribe with an opportunity to request consultation with the City regarding the proposed project. In compliance with AB 52, tribes had 30 days from the date of receipt of notification to request consultation on the proposed project. No requests for consultation on the project were received in response to the transmitted SB 18-AB 52 combination letters.

4.10.2 Existing Environmental Setting

The area that is now the City of Cypress was prehistorically occupied by several different Native American tribes with unique oral histories, societal structures, and ways of life. This area is within the traditional boundaries of the Gabrielino. To date, no federally recognized tribes claim to have occupied the land that is now considered the City of Cypress.

4.10.3 Regulatory Setting

4.10.3.1 Federal Regulations

Archaeological Resources Protection Act. The Archaeological Resources Protection Act was enacted in 1979 with the purpose of securing the protection of archaeological resources and sites on public lands and Native American lands, and to foster increased cooperation and exchange of information

between governmental authorities, the professional archaeological community, and private individuals.

Native American Graves Protection and Repatriation Act. The Native American Graves Protection and Repatriation Act (NAGPRA) was passed in 1990 with the purpose of outlining a process for museums and federal agencies to return certain Native American cultural items (e.g., human remains, funerary objects, sacred objects, or objects of cultural patrimony) to lineal descendants, and culturally affiliated Indian tribes. NAGPRA also establishes procedures for the inadvertent discovery or planned excavation of Native American cultural items on federal or tribal lands. While these provisions do not apply to discovery or excavations on private or State lands, the collection portions of NAGPRA may apply to cultural items if they are under the control of an institution that receives federal funding. NAGPRA also makes it a criminal offense to traffic in Native American human remains without right of possession or in cultural items obtained in violation of NAGPRA.

4.10.3.2 State Regulations

Native American Heritage Commission. In 1976, the California State Government passed AB 4239, creating the NAHC. The NAHC is responsible for identifying and categorizing Native American cultural resources as well as preventing damage to designated sacred sites and associated artifacts and remains. Legislation passed in 1982 authorized the NAHC to identify a Most Likely Descendant (MLD) when Native American remains are found outside the boundaries of a designated cemetery. An MLD has the authority to make recommendations in regard to the treatment and disposition of the discovered remains.

California Public Resources Code Sections 5097.9–5097.991. California Public Resources Code (PRC) Sections 5097.9–5097.991 provide protection to Native American historical and cultural resources (including sanctified cemeteries, places of worship, religious sites, or sacred shrines) and sacred sites, and gives the NAHC enforcement authority.

Specifically, California PRC Section 5097.98 outlines procedures that must be followed in the event that human remains are discovered. The County Coroner shall make a determination within 2 working days from the time the person responsible for the excavation, or designee, notifies the County Coroner of the discovery or recognition of the human remains. If the County Coroner identifies the remains to be of Native American origin or has reason to believe that the remains are those of Native American origin, the County Coroner must contact the California NAHC within 24 hours. The NAHC representative will then alert a Native American MLD to conduct an inspection of the site and to determine the following course of treatment and action. Additionally, *State CEQA Guidelines* Section 15064.5 sets forth a procedure if human remains are found on land outside of federal jurisdiction.

Health and Safety Code Section 7050.5. Section 7050.5 of the California Health and Safety Code protects Native American burials, remains, and associated grave artifacts in the event they are discovered in any location other than a designated cemetery. The Health and Safety Code mandates the immediate stop of excavation on the site as well as any adjacent or overlying area where the remains or associated items are found and provides for the sensitive disposition of those remains. Should remains be discovered, the County Coroner must determine that the remains are not subject

to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or designee, in the manner provided in PRC Section 5097.98.

Senate Bill 18 (SB 18) Tribal Consultation. California Government Code Section 65352.3 (adopted pursuant to the requirements of SB 18) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a General or Specific Plan. The tribal organizations eligible to consult have traditional lands in a local government's jurisdiction and are identified, upon request, by the NAHC. As noted in the Governor's Office of Planning and Research's *Tribal Consultation Guidelines, Supplement to General Plan Guidelines* (2005)[1], "the intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places."

Assembly Bill 52 (AB 52) Tribal Consultation. California PRC Section 21080.3.1 and Chapter 532, Statutes 2014 (i.e., AB 52), require that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource, as defined, is a project that may have a significant effect on the environment. The bill requires a lead agency to begin consultation with each California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, if the tribe requested to the lead agency, in writing, to be informed by the lead agency of proposed projects in that geographic area and the tribe requests consultation, prior to determining whether a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report is required for a project. The bill specifies examples of mitigation measures that may be considered to avoid or minimize impacts on tribal cultural resources. The bill makes the above provisions applicable to projects that have a Notice of Preparation or a notice of Negative Declaration or Mitigated Negative Declaration filed on or after July 1, 2015. By requiring the lead agency to consider these effects relative to tribal cultural resources and to conduct consultation with California Native American tribes, this bill imposes a State-mandated local program.

4.10.3.3 Regional Regulations

There are no regional regulations that are applicable to tribal cultural resources relevant to the proposed project.

4.10.3.4 Local Regulations

There are no local regulations that are applicable to tribal cultural resources relevant to the proposed project.

4.10.4 Thresholds of Significance

The thresholds for tribal cultural resources impacts used in this analysis are consistent with Appendix G of the *State of California Environmental Quality Act (CEQA) Guidelines* and the City's *Initial Study/Environmental Checklist*. The proposed project may be deemed to have a significant impact with respect to tribal cultural resources if it would:

Threshold 4.10.1: 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: 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).

Threshold 4.10.2: 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: 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.

4.10.5 Project Impacts

Threshold 4.10.1: **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: 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)?**

Less Than Significant Impact. In January 2020, a cultural resource record search was completed as part of the environmental review process for the proposed mixed-use Cypress City Center project, located directly across Katella Avenue to the south of the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan) opportunity site. A record search was conducted at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS) at California State University, Fullerton. It included a review of all prehistoric and historic archaeological sites within a 0.25-mile radius of the Cypress City Center site, as well as a review of known cultural resource survey and excavation reports in that area. The California State Historic Resources Inventory (HRI), National Register of Historic Places (National Register), California Historical Landmarks (SHL), California Points of Historical Interest (SPHI), and various local historical registers were examined. The SCCIC record search included the project site and the areas within 0.25 mile of the Cypress City Center site. No tribal archaeological resources had been previously recorded within the Cypress City Center site, and none were discovered as a result of the record

search[1]. Because the Cypress City Center site is located within the CBPC Specific Plan Area, this record search can be reasonably applied to the proposed project's opportunity sites within the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) and CBPC Specific Plan. Numerous previous searches have concluded that the Lincoln Avenue Specific Plan (LASP) Area contains no archaeological sites with the potential to yield tribal cultural resources. An IS/MND prepared for the City's 2009 Housing Element Update, which included an amendment to the LASP**,** found that no historic and/or cultural resources were located on or adjacent to the LASP area.[2] This has been upheld by other reports in the following years. As a result of the conditions discussed above, a new tribal cultural resource records search under the proposed project was determined to be unnecessary by the City.

Native American consultations were conducted in compliance with SB 18 and AB 52. As part of these consultations, the City asked the NAHC to conduct a record search of the Sacred Lands File (SLF) to identify known tribal cultural resources, which yielded negative results. However, it is important to note that records maintained by the NAHC and CHRIS are not exhaustive, and a negative response to these searches does not preclude the existence of a tribal cultural resource. The City also asked the NAHC to provide a list of recommended tribal contacts applicable to the project, which were contacted on November 8, 2022, and formally invited to consult with the City on the proposed project, as well as to provide information on known tribal cultural resources not contained within NAHC or CHRIS records.

At the time of this document's preparation, one response has been received. Chairman Andrew Salas responded on behalf of the Gabrieleno Band of Mission Indians – Kizh Nation that consultation regarding the project was not necessary. Chairman Salas stated that the tribal government would like consultation for all future projects within the project's location. Therefore, no further action or consultation with the above NAHC-listed tribes is required at this time; however, consultation is requested by the Gabrieleno Band of Mission Indians – Kizh Nation for future City projects on a case-by-case basis.

No information regarding specific known tribal cultural resources on the opportunity sites was provided by the tribe. 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 opportunity sites, and there are no known tribal cultural resources on the opportunity sites. The proposed project would have less than significant impacts pertaining to 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.

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1 City of Cypress. 2020. *Cypress City Center Project Environmental Report, Draft, SCH #2019110458*. Section 4.16-4. Website: https://files.ceqanet.opr.ca.gov/257330-3/attachment/pPtqudn4yD91UlsUP_CKNqJ72MJ0kYlHFzJsGzBHYFnlgWkhiTD33EKMOE--4IQOdoGX3ne3ABNyI6Km0 (accessed May 2023).

2 City of Cypress. 2016. *City of Cypress Initial Study/Mitigated Negative Declaration Addendum*, 2016 Lincoln Avenue Specific Plan Amendment.

Threshold 4.10.2: 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: 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 Impact*.** Native American consultation for the proposed project was conducted in compliance with SB 18 and AB 52. As part of these consultations, review of the SLF by the NAHC yielded negative results. Subsequently, Native American representatives were contacted by the City to determine their desire to consult on the proposed project. Throughout the process, the City received one response from Chairman Andrew Salas on behalf of the Gabrieleno Band of Mission Indians – Kizh Nation. This response did not request to initiate the formal consultation process and no other requests for consultation on the project were received during SB 18 and AB 52 outreach.

Because the tribal outreach process yielded no knowledge of significant tribal resources, it can reasonably be assumed that the proposed project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC 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.

Because future development of the opportunity sites could require excavation and other potentially disturbing aspects of construction into soils, there is a potential to uncover undiscovered tribal cultural resources during excavation, including human remains. Therefore, while unlikely, the presence of undiscovered subsurface tribal cultural resources within the project site is possible, and these resources could potentially be affected by construction activities.

Regulatory Compliance Measure (RCM) CUL-1, as detailed in Section 4.2, Cultural Resources, requires compliance with California PRC Section 21083.2(g) for the treatment of unearthed archaeological resources. Adherence to regulatory standards included in Regulatory Compliance Measure RCM CUL-1 would reduce the impact of the proposed project on unknown unique archaeological resources to less than significant, in the event that previously unknown deposits with tribal cultural significance are discovered during construction activities within any of the opportunity sites.

As also discussed in Section 4.2, Cultural Resources, Regulatory Compliance Measure RCM CUL-2 requires compliance with the State's Health and Safety Code for the treatment of human remains. Adherence to regulatory standards included in Regulatory Compliance Measure RCM CUL-2 would reduce the impact of the proposed project on human remains to less than significant, in the event that previously unknown remains are discovered during construction activities within any of the opportunity sites.

Based on the discussion above, the proposed project's potential impacts to known and unknown tribal cultural resources would be less than significant.

4.10.6 Level of Significance Prior to Mitigation

Impacts to known or unknown tribal cultural resources would be less than significant. No mitigation is required.

4.10.7 Regulatory Compliance Measures and Mitigation Measures

4.10.7.1 Regulatory Compliance Measures

Refer to Regulatory Compliance Measures RCMs CUL-1 and CUL-2 in Section 4.2, Cultural Resources.

4.10.7.2 Mitigation Measures

No mitigation measures are required.

4.10.8 Level of Significance after Mitigation

Impacts to known and unknown tribal cultural resources would be less than significant. No mitigation is required.

4.10.9 Cumulative Impacts

Defined in Section 15130 of the *State CEQA Guidelines*, cumulative impacts are the incremental effects of an individual project when viewed in connection with the effects of past, current, and reasonably foreseeable projects in an area of interest.

The proposed project would result in less than significant impacts to known and unknown tribal cultural resources listed or eligible for listing in the California Register of Historical Resources, in a local register of historical resources as defined in PRC Section 5020.1(k), or otherwise determined by the lead agency to be significant. Further, each individual development proposal received by the City that requires discretionary approval is required to undergo individual environmental review pursuant to CEQA. AB 52 outreach would be required for those discretionary projects for which a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact is prepared. Furthermore, impacts of other projects on tribal cultural resources are generally site-specific resulting from ground-disturbing activities, which would require unique impact analysis to determine the nature and extent of the resources and identify appropriate mitigation measures that would reduce or avoid significant impacts. Thus, there is no potential for the project to contribute towards a significant cumulative impact associated with the significance of a tribal cultural resource pursuant to California Code of Regulations Section 15064.5.

Additionally, when resources can be assessed and/or protected as they are discovered, impacts to these resources are less than significant. As such, adherence to the regulatory standards in Regulatory Compliance Measures RCMs CUL-1 and CUL-2 would ensure that the proposed project, together with the related projects, would result in less than significant cumulative impacts to tribal cultural resources.

4.11 UTILITIES AND SERVICE SYSTEMS

This section describes the utility providers within whose jurisdiction the project site is located and evaluates the potential impacts of the 2021–2029 Cypress Housing Element Implementation Project (proposed project) on utilities and service systems. This section is based on multiple data sources, including written correspondence and coordination with utility providers, attached in Appendix G of this Draft Program Environmental Impact Report (PEIR) and the California Emissions Estimator Model (CalEEMod) outputs generated for the proposed project (Appendix C). 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—Orange County Sanitation District (OCSD)
- Potable Domestic Water—Golden State Water Company (GSWC)
- Storm Drainage—Orange County Flood Control District (OCFCD)

4.11.1 Methodology

For information on current water and wastewater service provided to the opportunity sites and possible constraints or impacts to this service associated with project build out (which is anticipated to occur in 2029), the OCSD and GSWC were sent a questionnaire. The impact analyses for water demand and wastewater generation are based on information obtained through subsequent conversations with utility provider representatives, data obtained through websites, and adopted planning documents of the service and utility providers. This analysis also includes CalEEMod outputs generated for the proposed project, which are included in Appendix C of this EIR. Correspondence with utility providers is included in Appendix G.

Information on current electricity, natural gas, solid waste, and storm drainage service provided to the opportunity sites and possible constraints or impacts to this service associated with project build out was obtained through websites, adopted planning documents of service and utility providers, and CalEEMod outputs generated for the proposed project, which are included in Appendix C of this PEIR).

4.11.2 Existing Environmental Setting

4.11.2.1 Electricity

In 2021, California's electricity was generated primarily by natural gas (37.9 percent), coal (3.0 percent), large hydroelectric (9.2 percent), nuclear (9.3 percent), and renewable sources (33.6

percent). Total electric generation in California in 2021 was 277,764 gigawatt-hours (GWh), up 1.9 percent from the 2020 total generation of 272,576 GWh.[1]

The City is within the service territory of Southern California Edison (SCE), which provides services through a grid of transmission lines and related facilities. SCE provides electricity to more than 15 million people in a 50,000-square-mile (sq mi) area of Central, Coastal, and Southern California.[2] According to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 81,129 GWh[3] and total electricity consumption in Orange County in 2021 was 18,932 GWh (7,272 GWh for the residential sector and 11,660 GWh for the non-residential sector).[4]

4.11.2.2 Natural Gas

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 upon out-of-state imports for nearly 90 percent of its natural gas supply.[5] Southern California Gas Company (SoCalGas), the service provider for the City, serves approximately 21.1 million customers in a 24,000 sq mi service territory.[6] SoCalGas has four storage fields—Aliso Canyon, Honor Rancho, La Goleta, and Playa del Rey—and has a combined storage capacity of 74 billion cubic feet.[7]

According to the CEC, total natural gas consumption in the SoCalGas service area in 2021 was 5,101 million therms (2,261 million therms for the residential sector and 937 million therms for the commercial sector)[8] and 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).[9]

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1 California Energy Commission. *2021 Total System Electric Generation.* Website: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2021-total-system-electric-generation (accessed May 11, 2023).

2 Southern California Edison (SCE). *About Us.* Website: https://www.sce.com/about-us/who-we-are (accessed May 11, 2023).

3 CEC. *Electricity Consumption by Entity.* Website: http://www.ecdms.energy.ca.gov/elecbyutil.aspx (accessed May 11, 2023).

4 CEC. *Electricity Consumption by County*. Website: http://www.ecdmsenergy.ca.gov/elecbycounty.aspx (accessed May 11, 2023).

5 CEC. *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 May 11, 2023).

6 SoCalGas. Company Profile: About SoCalGas. Website: https://www.socalgas.com/about-us/company-profile (accessed May 11, 2023).

7 U.S. Energy Information Administration (EIA). 2019. Today in Energy Webpage. Website: https://www.eia.gov/todayinenergy/detail.php?id=36416 (accessed May 11, 2023).

8 CEC. *Gas Consumption by Entity.* Website: https://ecdms.energy.ca.gov/gasbyutil.aspx (accessed May 11, 2023).

9 CEC. *Gas Consumption by County*. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx (accessed May 11, 2023).

4.11.2.3 Solid Waste

The City currently contracts with Valley Vista Services of Orange County, a private solid waste hauler, to collect and dispose of the solid waste/refuse generated in the City. Solid waste/refuse collected in the City by Valley Vista is transported to one of the Class III landfills operated and maintained by Orange County Waste and Recycling (OCWR). Class III landfills 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. Currently, OCWR maintains and operates three Class III sanitary landfills, identified below in Table 4.11.A.

Table 4.11.A: Orange County Class III Landfills

Landfill	Location	Service
Frank R. Bowerman	11002 Bee Canyon Access Road Irvine, CA 92602	Commercial dumping No public dumping
Olinda Alpha	1942 North Valencia Avenue Brea, CA 92823	Commercial dumping Public dumping allowed
Prima Deshecha	32250 La Pata Avenue San Juan Capistrano, CA 92675	Commercial dumping Public dumping allowed

Source: Orange County Waste and Recycling.

The Frank R. Bowerman Landfill is projected to serve residents and businesses until approximately 2053. The landfill is currently permitted by the California Department of Resources, Recycling, and Recovery (CalRecycle) to receive a maximum of 11,500 tons per day (tpd) of waste, with a currently annual average of 8,500 tpd.[10] Therefore, the Frank R. Bowerman Landfill currently operates at approximately 73.0 percent of its daily capacity. As of February 2008, the Frank R. Bowerman Landfill had an estimated remaining disposal capacity of 205,000,000 cubic yards.[11]

The Olinda Alpha Landfill is scheduled to close in approximately 2030, at which time it will be landscaped to become a County Regional Park.[12] The Olinda Alpha Landfill is currently permitted by CalRecycle to receive a maximum of 8,000 tpd of waste, but currently receives an average of approximately 7,000 tpd.[13] Therefore, the Olinda Alpha Landfill currently operates at approximately 87.5 percent of its daily capacity. As of October 2020, the Olinda Alpha Landfill had an estimated remaining disposal capacity of 17,500,000 cubic yards.[14]

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10 Orange County Waste & Recycling. *Landfill Information*. Website: http://www.oclandfills.com/landfill (accessed May 11, 2023).

11 California Department of Resources, Recycling, and Recovery (CalRecycle). SWIS Facility Detail, Frank R. Bowerman Sanitary LF (30-AB-0360). Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2767?siteID=2103 (accessed May 11, 2023).

12 Orange County Waste & Recycling. *Landfill Information*. Website: http://www.oclandfills.com/landfill (accessed May 11, 2023).

13 Ibid.

14 CalRecycle. *SWIS Facility Detail, Olinda Alpha Landfill (30-AB-0035).* Website: https://www2.calrecycle.ca.gov/swfacilities/Directory/30-AB-0035 (accessed May 11, 2023).

The Prima Deshecha Landfill is projected to serve residents and business until approximately 2102 and features several environmental protection measures, including odor control systems, 5.7 acres of wetland, 175 acres of coastal sage scrub, and 11 acres of riparian mitigation.[15] The landfill is currently permitted by CalRecycle to receive 4,000 tpd and as of November 2018, had a remaining capacity of 134,300,000 cubic yards.[16]

4.11.2.4 Wastewater

The Orange County Sanitation District (OCSD) is responsible for safely collecting, treating, and disposing the wastewater in central and northwest Orange County, including in the City of Cypress. The OCSD provides wastewater collection, treatment, and recycling for approximately 2.6 million people living within its 479 square-mile service area.[17] The OCSD's facilities include 396 miles of sewer pipes and 15 pump stations located throughout the county. The OCSD treats approximately 188 million gallons of wastewater from residential, commercial, and industrial sources per day that is sent to two treatment plants: Reclamation Plant No. 1, located at 10844 Ellis Avenue in Fountain Valley on an approximately 109-acre site owned by the Sanitation District, and Treatment Plant No. 2, located at 22212 Brookhurst Street in Huntington Beach on an approximately 111-acre site owned by the Sanitation District.[18]

The OCSD is responsible for the provision of wastewater treatment facilities that serve the City. Sewage from the City of Cypress is diverted to either Reclamation Plant No. 1 or Treatment Plant No. 2. Excess wastewater from any of six trunk sewers tributary to Reclamation Plant No. 1 is diverted to Treatment Plant No. 2 to not overload the capacity of Reclamation Plant No. 1 and to provide for maintenance or construction activities.[19] Reclamation Plant No. 1 has a primary treatment capacity of 208 million gallons per day (mgd),[20] and is running under capacity at approximately 120 mgd.[21] Treatment Plant No. 2 has a primary treatment capacity of 168[22] mgd and currently receives 59 mgd.[23] Additionally, through its Capital Improvement Program, the OCSD strives to continue maintaining its facilities at optimal levels by planning, designing, and preparing

15 Orange County Waste & Recycling. *Landfill Information*. Website: http://www.oclandfills.com/landfill (accessed May 11, 2023).

16 CalRecycle. *SWIS Facility Detail, Prima Deshecha Landfill (30-AB-0019)*. Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2750?siteID=2085 (accessed May 11, 2023).

17 Orange County Sanitation District (OCSD). *About Us, General Information, Service Area.* Website: https://www.ocsan.gov/about-us/general-information/service-area (accessed May 12, 2023).

18 Orange County Sanitation District (OCSD). *Draft 2020 Program Environmental Impact Report for the 2017 Facilities Master Plan, SCH# 2019070998.* September 2020.

19 OCSD. 2019a. *2018–2019 Annual Report Resource Protection Division Pretreatment Program*. Website: https://www.ocsd.com/Home/ShowDocument?id=29255 (accessed May 12, 2023).

20 OCSD. 2019b. *Budget Update Fiscal Year 2019-2020*. Website: https://www.ocsd.com/Home/ShowDocument?id=28411 (accessed May 12, 2023).

21 Ibid.

22 Ibid.

23 OCSD. *Facts and Key Statistics Webpage*. Website: https://www.ocsd.com/services/regional-sewer-service (accessed May 12, 2023).

for future demand by developing Facilities and Biosolids Master Plans that address 20-year planning horizons.[24]

4.11.2.5 Potable Domestic Water Service

Domestic water service to the City is provided by Golden State Water Company (GSWC). The City is within the Los Alamitos West Orange Service Area. GSWC's Los Alamitos West Orange 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. There are approximately 27,200 customers within GSWC's Los Alamitos West Orange Service Area.[25]

The Los Alamitos West Orange Service Area 2020 Urban Water Management Plan (UWMP) demonstrates that GSWC has adequate domestic water supply for future water demands in normal, single dry years, and five consecutive dry year conditions through 2045. The entire GSWC West Orange system is considered potable and is supplied from two primary sources: local groundwater and imported water purchased from the Metropolitan Water District of Southern California (MWD) through Municipal Water District of Orange County (MWDOC). A small portion of water is also supplied by recycled water from the City of Cerritos and through a contract with the City of Seal Beach. GSWC owns and operates 14 active wells with a combined capacity of 11,850 gallons per minute, which pump local groundwater from the Coastal Plain of 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.[26] The projected water demands for customers served by GSWC in the Los Alamitos West Orange Service Area is shown in Table 4.11.B.

Table 4.11.B: Projected Water Demands by Use Through 2045 (AFY)

Category	Water Demand				
	2025	**2030**	**2035**	**2040**	**2045**
Single Family	6,493	6,671	6,855	7,044	7,237
Multi Family	2,667	2,740	2,816	2,893	2,973
Commercial/Institutional	3,283	3,374	3,467	3,562	3,660
Industrial	59	61	62	64	66
Landscape	810	833	856	879	903
Water Loss	825	848	871	895	920
Total	**14,137**	**14,527**	**14,926**	**15,337**	**15,759**

Source: *West Orange Service Area 2020 Urban Water Management Plan, Table 4-5: Projected Water Demands* (GSWC, July 15, 2021).
AFY = acre-feet per year
GSWC = Golden State Water Company

[24] OCSD. 2019d. *Capital Improvement Program Fiscal Year 2021–22*. Website: https://online.fliphtml5.com/zecoq/ajho/ (accessed May 12, 2023).
[25] Golden State Water Company (GSWC). *Los Alamitos West Orange County*. Website: https://www.gswater.com/los-alamitos (accessed May 12, 2023).
[26] GSWC. 2020. *2020 Urban Water Management Plan, West Orange*.

The total water supply available to the GSWC Los Alamitos West Orange Service Area is shown in Table 4.11.C.

Table 4.11.C: Total Water Supplies Available to GSWC West Orange Through 2045 (AFY)

Water Supply	2025	2030	2035	2040	2045
Groundwater	19,800	20,210	20,630	21,062	21,505
MWD of Orange County	2,100	2,100	2,100	2,100	2,100
City of Seal Beach Contract	40	40	40	40	40
Recycled Water	250	250	250	250	250
Total	**21,940**	**22,350**	**22,770**	**23,202**	**23,645**

Source: *West Orange Service Area 2020 Urban Water management Plan, Chapter 3 – Water Supply*. (GSWC, July 15, 2021).
AFY = acre-feet per year
MWD = Metropolitan Water District
GSWC = Golden State Water Company

The GSWC Los Alamitos West Orange Service Area only accesses enough water to meet its need in any given year. Accordingly, although some of the supplies available to GSWC Los Alamitos West Orange Service Area are shared among three GSWC service areas, GSWC Los Alamitos West Orange Service Area would not acquire the additional supplies unless they are needed as part of GSWC's regional water management among the three service areas. As such, the GSWC Los Alamitos West Orange Service Area would acquire the total projected supplies as shown in Table 4.11.A, above.

4.11.2.6 Storm Drain

Orange County Flood Control District (OCFCD) owns and operates the stormwater control systems in the City. OCFCD has mapped out the City's as well as the rest of the County's stormwater facilities. The stormwater facilities carry runoff away from impermeable surfaces in the City to designated drainage areas.

4.11.2.7 Telecommunications 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.

4.11.3 Regulatory Setting

4.11.3.1 Federal Regulations

There are no federal policies or regulation applicable to the proposed project.

4.11.3.2 State Regulations

Water Supply Assessment. California Public Resources Code (PRC) Section 21151.9 requires that any proposed "project," as defined in Section 10912 of the Water Code, prepare a Water Supply Assessment in compliance with Water Code Section 10910, et seq. Water Code Section 10910 et seq. outlines the necessary information and analysis that must be included in an EIR to ensure that a proposed land development has a sufficient water supply to meet existing and planned water demand over a 20-year horizon.

According to Water Supply Assessment requirements, a "project" is defined as any of the following:

- A residential development of more than 500 dwelling units;
- A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet (sf) of floor space;
- A commercial office building employing more than 1,000 persons or having more than 250,000 sf of floor space;
- A hotel or motel, or both, having more than 500 rooms;
- An industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor area;
- A mixed-use project that includes one or more of the projects specified above; and
- A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500-dwelling-unit project.

If a public water system has fewer than 5,000 service connections, a "project" means any proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of the public water system's existing service connections, or a mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

Although the proposed project would facilitate future residential development of more than 500 dwelling units, the proposed project itself does not involve any development. The proposed project is a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan (LASP), Cypress Town Center and Commons Specific Plan 2.0 (CCTC Specific Plan), Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and Zoning Ordinance that would not directly result in physical development. As such, the proposed project does not meet the definition of a "project" pursuant to Water Code Section 10912, and a Water Supply Assessment is not required for the proposed project.

Assembly Bill 341. Assembly Bill (AB) 341 extends the waste diversion requirements established under the California Integrated Waste Management Act of 1989 to the year 2020. In 1989, the California Legislature adopted the California Integrated Waste Management Act of 1989, which is administered by CalRecycle (formerly known as the California Integrated Waste Management Board) and requires each city, county, and regional agency to develop a source reduction and recycling element of an integrated waste management plan. Each adopted source reduction and recycling element was required to demonstrate the diversion of 50 percent of all solid waste from landfill disposal or transformation by January 1, 2000. Annual progress reports were required to be filed with the State Legislature that included specified information regarding the act. AB 341 further establishes the policy goal of the State that not less than 75 percent of solid waste generated be source-reduced, recycled, or composted by the year 2020. AB 341 requires CalRecycle, by January 1, 2014, to provide a report to the Legislature that provides strategies to achieve that policy goal and also includes other specified information and recommendations in addition to the annual progress report.

Title 24, California Building Code. Energy consumption by new buildings in California is regulated by the Building Energy Efficiency Standards, embodied in Title 24 of the California Code of Regulations (CCR), known as the California Building Code (CBC). The CEC first adopted the Building Energy Efficiency Standards for Residential and Nonresidential Buildings in 1978 in response to a legislative mandate to reduce energy consumption in the State. The CBC is updated every 3 years. The 2022 Building Energy Efficiency Standards became effective on January 1, 2023. The efficiency standards apply to both new construction and rehabilitation of both residential and non-residential buildings, and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. The building efficiency standards are enforced through the local building permit process. Local government agencies may adopt and enforce energy standards for new buildings, provided these standards meet or exceed those provided in CCR Title 24.

4.11.3.3 Regional Regulations

Metropolitan Water District of Southern California 2020 Urban Water Management Plan. Metropolitan Water District of Southern California's (MWD) 2020 Urban Water Management Plan (UWMP) lists and describes the various uses, demand, supplies, target reductions, and compliance measures for 26 member agencies. These include 14 cities, 11 municipal water districts, and one county water authority serving approximately 5,2000 square miles including portions of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties. The 2020 Regional UWMP found that under the current supply demands for a multiple-dry-year scenario (i.e., drought conditions), MWD would have sufficient supply to meet the projected growing demand for water from 2025 to 2045. MWD is currently working to develop programs to increase its water supply and create a large surplus during multiple-dry-year scenarios to ensure that water demands will still be addressed during emergency drought situations.

Municipal Water District of Orange County 2020 Urban Water Management Plan. The region served by the Municipal Water District of Orange County (MWDOC) is located in Orange County, California, and includes 28 cities (including the City of Cypress) and water districts, referred to as MWDOC member agencies. MWDOC's 2020 UWMP documents information on all sources of water supplies for the region—imported water, groundwater, surface water, recycled water, and wastewater—as a summary of information for regional planning. The plan concludes that the MWDOC service area will have sufficient existing and planned supplies to meet full service demands under every water-year hydrologic scenario from 2020 through 2025. The plan also evaluates each source of water in the region. The resource mix for meeting total demand includes local groundwater, recycled water, surface water, and imported water from MWD. The plan documents MWDOC's cooperative efforts with its member agencies in developing local supplies and finds that in the region the percentage of its supply from each source will remain approximately the same for the next 25 years, with 30 percent of its supplies from imported water and 70 percent of its supplies from local sources in 2040, even with projected growth occurring.

4.11.3.4 Local Regulations

Golden State Water Company 2020 Urban Water Management Plan (West Orange). GSWC published its 2020 UWMP for the GSWC Los Alamitos West Orange Service Area, which outlines how GSWC will provide customers with a reliable supply of drinking water for the next 30 years. The 2020 UWMP provides the California Department of Water Resources with information regarding present and future water resources and demands and provides an assessment of GSWC's water resource needs. The 2020 UWMP utilizes factors that were evaluated in ensuring supply reliability in the MWDOC's 2020 UWMP and the MWD's 2020 UWMP.

The UWMP conducts a supply assessment to meet the projected growing demand in its Los Alamitos West Orange Service Area. The UWMP analyzes water supply during multiple-dry-year scenarios to ensure that water demands will still be addressed during emergency drought situations. The UWMP includes these multiple-dry-year scenarios in its analysis of future water demand.

City of Cypress Municipal Code. The Cypress Municipal Code includes the following requirements that would apply to the proposed project related to the provision of utilities:

- **Section 12-31 (Required Diversion Rates)** of the City's Municipal Code requires that the applicant for a covered project shall divert, at a minimum, the percentage of construction and demolition debris as specified by the California Green Building Standards.

- **Section 5-1 (California Building Codes—Adopted)** adopts the 2022 California Green Building Standards Code, 2022 Edition (Title 24). Generally, the intent of Title 24 is to provide efficiency standards for new construction and the rehabilitation of both residential and nonresidential buildings, including building energy consumption, water conservation, and operational efficiencies. Title 24 regulates building energy consumption for heating, cooling, ventilation, water heating, and lighting with regard to both electricity and natural gas, while also regulating water consumption through the installation of efficient plumbing fixtures.

4.11.4 Thresholds of Significance

The thresholds for utilities and service system impacts used in this analysis are consistent with Appendix G of the *State CEQA Guidelines* and the City's *Initial Study/Environmental Checklist*. In determining whether the proposed project may have a significant impact with respect to utilities and service systems, it is necessary to consider whether it would:

Threshold 4.11.1: 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?

Threshold 4.11.2: Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Threshold 4.11.3: 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?

Threshold 4.11.4: 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?

Threshold 4.11.5: Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

As discussed in Section 4.19 of the Initial Study prepared for the proposed project (Appendix B), the proposed project would result in less than significant impacts regarding compliance with federal, State, and local management and reduction statues and regulations related to solid waste (Threshold 4.11.5). Therefore, this topic is not further addressed below.

4.11.5 Project Impacts

Threshold 4.11.1: 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. The proposed project includes a programmatic update to the City's General Plan, the LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinance into conformity with the City's recently adopted 2021–2029 Housing Element and would not directly result in physical development.

The City's housing needs allocation for the planning period between 2021 and 2029 was established by SCAG at 3,936 housing units. The City identified a potential rezoning scenario in the 2021–2029 Housing Element which divides the City's RHNA between the CTCC Specific Plan, CBPC Specific Plan area and LASP area. The proposed project would accommodate an additional 2,314 housing units at

the opportunity sites. In addition to the 1,946 housing units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units. According to the 2017 American Housing Survey (AHS), the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the AHS) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (MSA) was 1.99 persons. As such, the construction of the 2,314 housing units that would be facilitated under the proposed project would result in a net increase of approximately 4,605 persons.

4.11.5.1 Water

The GSWC Los Alamitos West Orange Service Area 2020 UWMP states that annual water use in its service area is expected to be 15,759 acre-feet by 2045. In addition, the 2020 UWMP states that total water supplies available for the service area in 2045 would be 23,645 acre-feet. According to CalEEMod projections, future residential development facilitated by the proposed project would result in approximately 86,834,354 gallons per year (gpy) or 267 acre-feet per year (afy) of indoor water use. The proposed project's anticipated water usage accounts for 1.7 percent of the estimated water demand and 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC Los Alamitos West Orange Service Area.

Additionally, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that currently use water. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to water. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs.

As such, the proposed project would not require the relocation or construction of new or expanded water facilities or infrastructure and impacts would be less than significant. No mitigation is required.

4.11.5.2 Wastewater

The Orange County Sanitation District (OCSD) is responsible for the provision of wastewater treatment facilities that serve the opportunity sites. As indicated above, the OCSD has a capacity to treat 188 million gallons of wastewater per day from residential, commercial, and industrial sources at two plants: Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach. Reclamation Plant No. 1 has a primary treatment capacity of 208 mgd,[27] and is running under capacity at approximately 120 mgd.[28] Treatment Plant No. 2 has a primary treatment capacity of 168 mgd and currently receives 59 mgd.[29] The future residential development facilitated by the

[27] OCSD. 2019b. *Budget Update Fiscal Year 2019-2020*. Website: https://www.ocsd.com/Home/ShowDocument?id=28411 (accessed May 12, 2023).

[28] Ibid.

[29] OCSD. *Facts and Key Statistics Webpage*. Website: https://www.ocsd.com/services/regional-sewer-service (accessed May 12, 2023).

proposed project is anticipated to generate approximately 240 acre-feet of wastewater annually, or 214,116 gallons of wastewater per day.[30] This accounts for 0.11 percent of OCSD's daily capacity, 0.10 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2. Consequently, anticipated wastewater generation by the proposed project is negligible (less than 1 percent) compared to the available capacities of OCSD, Reclamation Plant No. 1, and Treatment Plant No. 2.

Additionally, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that currently generate wastewater and are assumed in OCSD's wastewater generation projections. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to wastewater treatment. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. In addition, as requested by OCSD, future projects implemented in accordance with the proposed project would be required to provide project-specific impact analysis via sewer study to demonstrate the adequacy of existing wastewater facilities to properly transport and treat wastewater flows generated by the future project.[31]

As such, the proposed project would not require the relocation or construction of new or expanded wastewater facilities or infrastructure and impacts would be less than significant. No mitigation is required.

4.11.5.3 Stormwater/Drainage

Any future projects implemented in accordance with the proposed project which disturb more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would include construction Best Management Practices (BMPs) to control and direct on-site surface runoff and would include detention facilities, if required, to ensure that stormwater runoff from the construction site would not exceed the capacity of the stormwater drainage systems. If applicable, a SWPPP would also detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. If a future project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2022 California Green Building Standards Code (CALGreen Code). The CALGreen Code requires projects that disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion and sediment control and good housekeeping BMPs to prevent pollution of stormwater runoff during construction activities.

The new development allowed under the proposed project would also comply with the Orange County MS4 Permit, which requires the preparation of a Final Water Quality Management Plan

[30] In the absence of an official wastewater generate rate, wastewater can be reasonably assumed to be 90 percent of the water use.

[31] Personal communication with L Kevin Hadden, Principal Staff Analyst at OCSD on June 30, 2023.

(WQMP) and implementation of operational BMPs to target and reduce pollutants of concern in stormwater runoff from project sites. Compliance with the Orange County MS4 Permit would reduce operational impacts related to surface water quality standards, waste discharge requirements, and/or degradation of water quality to a less than significant level, and no mitigation is required.

Additionally, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that currently contribute to stormwater flows and given that existing urban uses are probably older structures and not built to current stormwater standards there could be a net benefit. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to stormwater drainage. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs.

As such, the proposed project would not require the relocation or construction of new or expanded stormwater facilities or infrastructure and impacts would be less than significant. No mitigation is required.

4.11.5.4 Electric Power

The City is within the service territory of Southern California Edison (SCE), which provides services through a grid of transmission lines and related facilities. As discussed previously, according to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 81,129 GWh[32] and total electricity consumption in Orange County in 2021 was 18,932 GWh (7,272 GWh for the residential sector and 11,660 GWh for the non-residential sector).[33] Based on the CalEEMod outputs for the proposed project, the estimated electricity demand associated with the operation of the new residential development allowed under the proposed project is approximately 8,482,740 kilowatt-hours (kWh) per year. Therefore, operation of the future residential development facilitated by the proposed project would increase annual electricity consumption in the SEC service area and Orange County by approximately 0.01 and 0.04 percent, respectively. Consequently, anticipated electricity consumption by the proposed project is negligible (less than 1 percent) compared to the total consumption of the SCE service area and Orange County.

Additionally, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that are older structures not built to current Title 24 Energy Efficiency Standards, all of which consume electricity, thereby likely decreasing any net gain in electricity consumption. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to electric power. As a part of the

[32] CEC. *Electricity Consumption by Entity.* Website: http://www.ecdms.energy.ca.gov/elecbyutil.aspx (accessed May 11, 2023)

[33] CEC. *Electricity Consumption by County*. Website: http://www.ecdmsenergy.ca.gov/elecbycounty.aspx (accessed May 11, 2023).

development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs.

As such, the proposed project would not require the relocation or construction of new or expanded electrical facilities or infrastructure and impacts would be less than significant. No mitigation is required.

4.11.5.5 Natural Gas

Southern California Gas Company (SoCalGas), the service provider for the City, serves approximately 21.1 million customers in a 24,000 sq mi service territory.[34] According to the CEC, total natural gas consumption in the SoCalGas service area in 2021 was 5,101 million therms (2,261 million therms for the residential sector and 937 million therms for the commercial sector)[35] and total natural gas consumption in Orange County in 2021 was 580 million therms (362 million therms for the residential sector and 218 therms for the non-residential sector).[36] CalEEMod was used to calculate the approximate annual natural gas associated with future housing development under the proposed project. Based on the CalEEMod outputs for the proposed project, the estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 25,701,324 thousand British thermal units (kBTU) per year, or approximately 257,075 therms per year. Therefore, operation of the new residential development allowed under the proposed project would increase annual consumption in the SoCalGas service area and Orange County by approximately 0.005 and 0.04 percent, respectively. Consequently, the anticipated natural gas consumption by the proposed project would be negligible (less than 1 percent) compared to the total consumption of the SoCalGas service area and Orange County. 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 impact.

Additionally, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that are older structures not built to current Title 24 Energy Efficiency Standards, several of which consume natural gas, thereby likely decreasing the net gain in natural gas consumption. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to natural gas. As a part of the development review process, all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs.

As such, the proposed project would not require the relocation or construction of new or expanded natural gas facilities or infrastructure and impacts would be less than significant. No mitigation is required.

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[34] SoCalGas. Company Profile: About SoCalGas Webpage. Website: https://www.socalgas.com/about-us/company-profile (accessed May 11, 2023)

[35] CEC. *Gas Consumption by Entity.* Website: https://ecdms.energy.ca.gov/gasbyutil.aspx (accessed May 11, 2023).

[36] CEC. *Gas Consumption by County*. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx (accessed May 11, 2023).

4.11.5.6 Telecommunication Facilities

Telephone, television, and internet services are offered by a variety of providers in the City. Any future projects that would be developed in accordance with the proposed project would be responsible for constructing adequate tele-communication facility extensions on their respective project sites. The construction and expansion 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.

Threshold 4.11.2: 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 indicated above, the proposed project consists of a programmatic update to the City's General Plan, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element and would not directly result in physical development. The City's housing needs allocation for the planning period between 2021 and 2029 was established by SCAG at 3,936 housing units. The City identified a potential rezoning scenario in the 2021–2029 Housing Element which divides the City's RHNA between the CTCC Specific Plan, CBPC Specific Plan area and Lincoln Avenue Specific Plan area. The proposed project would accommodate an additional 2,314 housing units at the opportunity sites. In addition to the 1,946 housing units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units.

According to water demand factors included in the CalEEMod emissions model, future development allowed under the proposed project is estimated to demand approximately 86,834,354 gallons per year (gpy) or 267 afy of indoor water use. Therefore, the estimated increase in water demand associated with the new development proposed as part of the project would represent approximately 1.7 percent of the GSWC's anticipated water demand in 2045. Additionally, some of the 2,314 housing units that would be accommodated with implementation of the proposed project would replace existing uses that currently are assumed in the water use projections. The project-generated increase in water demand would be considered less than significant and would fall within existing capacity and available supply.

According to the 2020 UWMP, GSWC's available water supply would meet the future projected demand for normal year demands from 2025 through 2045. GSWC's Los Alamitos West Orange Service Area has a diverse water supply portfolio that allows GSWC to conjunctively use surface and groundwater assets. Water supply reliability is a result of the projected reliability of MWDOC, a member agency of MWD, which expects to provide reliable imported water supplies, OCWD management of the Orange County Groundwater Bain to ensure reliability, and conservation

derived supply. Groundwater imported water from MWDOC, and the small amount of recycled water delivered within the service area by the City of Cerritos and the City of Seal Beach are all resilient during dry conditions and GSWC Los Alamitos West Orange Service Area is therefore not faced with shortages during normal or dry years. In addition, as previously discussed, the residential units facilitated by the proposed project are anticipated to use 1.1 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC Los Alamitos West Orange Service Area.

Therefore, the proposed project would not result in insufficient water supplies during normal, dry, and multiple dry years, and adequate water supply would be available to accommodate the future residential development on the opportunity sites facilitated by the proposed project. The proposed project would increase demand for water supplies; however, the GSWC would have sufficient water supplies to the serve the proposed project. Therefore, the proposed project would result in **less than significant** impacts related to water supplies. No mitigation is required.

Threshold 4.11.3: 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?

Less Than Significant Impact. As discussed above, sewage from the City is diverted to either Reclamation Plant No. 1 in Fountain Valley or Treatment Plant No. 2 in Huntington Beach. Reclamation Plant No. 1 has a primary treatment capacity of 208 mgd,[37] and is running under capacity at approximately 120 mgd.[38] Treatment Plant No. 2 has a primary treatment capacity of 168[39] mgd and currently receives 59 mgd. [40] The proposed project is anticipated to generate 214,116 gpd of wastewater. However, the 214,116 gpd of wastewater generated by the proposed project would only represent a small fraction of the primary daily treatment capacity of Reclamation Plant No. 1 and Reclamation Plant No. 2 (0.10 percent and 0.13 percent, respectively). Additionally, through its Capital Improvement Program, the OCSD 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.[41] Through these long-range planning activities, the OCSD would be able to accommodate the growth in demand for wastewater treatment generated by the proposed project and other projects in its service area. Therefore, the proposed project would not result in a significant contribution to demands on the treatment capacity of Reclamation Plant No. 1 or Treatment Plant No. 2. Additionally, fees required by the OCSD would sufficiently offset potential impacts generated by the proposed project. Furthermore,

[37] OCSD. 2019b. *Budget Update Fiscal Year 2019-2020*. Website: https://www.ocsd.com/Home/ShowDocument?id=28411 (accessed May 12, 2023).

[38] Ibid.

[39] Ibid.

[40] OCSD. *Facts and Key Statistics Webpage*. Website: https://www.ocsd.com/services/regional-sewer-service (accessed May 12, 2023).

[41] OCSD. 2019d. Capital Improvement Program Fiscal Year 2017/2018. Website: https://www.ocsd.com/Home/ShowDocument?id=26170 (accessed January 2024).

some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses that currently generate wastewater.

Therefore, the proposed project would result in less than significant impacts related to the wastewater treatment capacity and no mitigation is required.

Threshold 4.11.4: 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. Solid waste from future residential development allowed under the proposed project would be required to comply with State and local solid waste reduction, diversion, and recycling policies and regulations. According to CalEEMod calculations, the future residential development facilitated by the proposed project would generate approximately 1,711 tons of solid waste per year. Currently, OCWR maintains and operates three Class III sanitary landfills including the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill. The Frank R. Bowerman Landfill is currently permitted by the California Department of Resources, Recycling, and Recovery (CalRecycle) to receive a maximum of 11,500 tons per day (tpd) of waste, with a currently annual average of 8,500 tpd. The Olinda Alpha Landfill is currently permitted by the CalRecycle to receive a maximum of 8,000 tpd of waste, but currently receives an average of approximately 7,000 tpd. The Prima Deshecha Landfill is currently permitted by CalRecycle to receive 4,000 tpd. The additional solid waste generation of 1,711 tons of solid waste per year, or 4.69 tpd, facilitated by the proposed project represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill, respectively. Consequently, anticipated solid waste generation by the proposed project is negligible (substantially less than 1 percent) compared to the total amount of solid waste received by the three landfills. The proposed project would not require the construction of any physical improvements related to the provision of solid waste disposal that would result in significant environmental impacts and the OCWR solid waste disposal system would have adequate capacity to serve the proposed project. Furthermore, some of the 2,314 housing units that would be facilitated under the proposed project would replace existing urban uses, most of which currently generate solid waste. Therefore, impacts related to solid waste generation from any future projects developed in accordance with the proposed project would be less than significant. No mitigation is required.

4.11.6 Level of Significance Prior to Mitigation

The proposed project would result in less than significant impacts related to utilities and service systems.

4.11.7 Regulatory Compliance Measures and Mitigation Measures

4.11.7.1 Regulatory Compliance Measures

No regulatory compliance measures or mitigation measures are required.

4.11.7.2 Mitigation Measures

No mitigation measures are applicable to the proposed project.

4.11.8 Level of Significance after Mitigation

The proposed project would not result in any significant impacts to utilities or service systems. No mitigation is required.

4.11.9 Cumulative Impacts

The purpose of this section is to evaluate any additional incremental impact that the proposed project is likely to cause over and above the combined impacts of recently approved and proposed projects in the City. The impact area used to assess potential cumulative utilities and service systems impacts is the City of Cypress because the proposed project would affect utilities and service systems within the City. As discussed in Chapter 4.0, Existing Setting, Environmental Analysis, Impacts, and Mitigation Measures, the list of projects considered for cumulative impacts is based upon the City's General Plan 2045 build-out assumptions.

As stated above, the proposed project includes a programmatic update to the City's General Plan, Lincoln Avenue Specific Plan, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element and would not directly result in physical development. Any future projects implemented in accordance with the proposed project would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities. Additionally, adequate water supply is available to accommodate the additional housing units allowed under the proposed project. Solid waste and wastewater generated by the new housing development allowed under the proposed project could be accommodated with existing infrastructure and would not lead to a significant increase that would alter the capacity of the existing solid waste and wastewater infrastructure set in place. Any future projects would be required to comply with existing and future statutes and regulations, including waste diversion programs mandated by City, State, and federal law.

LSA developed the General Plan build-out assumptions by reviewing the land use assumptions in the eight Transportation Analysis Zones (TAZs) where growth was anticipated to occur due to potential growth as provided in the General Plan and or approved projects in a related planning document. The Orange County Transportation Analysis Model (OCTAM) TAZs contained household data for 2016. The eight TAZs were updated to reflect the City's 2045 anticipated build out. Table 4.A, General Plan Cumulative Growth Assumptions, indicates that the City expects build-out of approximately 2,687 additional households (or housing units) within the Lincoln Avenue Specific Plan and the Los Alamitos Race Course Super Block between 2016 and 2045 under the baseline General Plan build-out scenario. As such, implementation of the proposed project in conjunction with the build out of the additional households could result in a cumulatively significant impact to utility facilities and capacity. However, developers of future residential development projects implemented in accordance with the proposed project, as well as the remaining projects associated with the City's General Plan 2045 build-out assumptions, would be required to analyze potential

impacts to utilities systems, ensure that utility providers would have adequate capacity and supply to serve the residential projects as well as existing conditions, and would be required to comply with existing and future statutes and regulations, including waste diversion programs mandated by City, State, and federal law. Therefore, the impacts from the proposed project would not be considered cumulatively considerable.

5.0 ALTERNATIVES

5.1 INTRODUCTION

The California Environmental Quality Act (CEQA) requires that an Environmental Impact Report (EIR) include a discussion of reasonable project alternatives that would "feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any significant impacts of the project, and evaluate the comparative merits of the alternatives" (*State CEQA Guidelines*, Section 15126.6). This chapter identifies potential alternatives to the 2021–2029 Cypress Housing Element Implementation Project (proposed project), evaluates the potential impacts of each alternative, and compares the potential impacts of each alternative against the proposed project's impacts, as required by CEQA.

Key provisions of the *State CEQA Guidelines* on alternatives (Section 15126.6[b] through [f]) are summarized below to explain the foundation and legal requirements for the alternatives analysis in the EIR:

- The discussion of alternatives shall focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives or would be more costly (15126.6[b]).

- The specific alternative of 'no project' shall also be evaluated along with its impact (15126.6[e][1]). The 'no project' analysis shall discuss the existing conditions at the time the Notice of Preparation is published, and at the time the environmental analysis is commenced, as well as what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives (15126.6[e][2]).

- The range of alternatives required in an EIR is governed by the 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project. The range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision-making. Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent) (15126.6[f]).

- For alternative locations, only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (15126.6[f][2][A]).

- If the lead agency concludes that no feasible alternative locations exist, it must disclose the reasons for this conclusion, and should include the reasons in the EIR. For example, in some cases there may be no feasible alternative locations for a geothermal plant or mining project which must be in close proximity to natural resources at a given location (15126.6[f][2][B]).

- An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative (15126.6[f][3]).

Pursuant to the guidelines stated above, a range of alternatives to the proposed project is considered and evaluated in this Draft Program EIR (PEIR). These alternatives were developed in the course of project planning and environmental review. The discussion in this section provides:

1. A description and analysis of impacts for each of the alternatives considered;

2. Comparative analysis of each alternative that focuses on the potentially significant unavoidable environmental impacts of the proposed project (the purpose of this analysis is to determine whether alternatives are capable of eliminating or reducing the significant environmental impacts of the project to a less than significant level); and

3. Conclusions regarding the alternative's: (1) ability to avoid or substantially lessen the significant unavoidable impacts of the project; (2) ability to attain the project objectives (as stated below); and (3) merits compared to the merits of the proposed project.

5.2 PROPOSED PROJECT

5.2.1 Project Characteristics

The proposed project is a programmatic update to the City's General Plan, the Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and the Zoning Ordinance and would not directly result in physical development. The proposed project includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022. The proposed project would update the City's General Plan and Zoning Ordinance, and the LASP to be "internally consistent," meaning any and all conflicts must be acknowledged and resolved. In order for the 2021–2029 Housing Element to be internally consistent with the Zoning Ordinance and Specific Plans, the proposed project would rezone the opportunity sites and/or amend the General Plan to accommodate the City's housing needs, as set forth in the 2021–2029 Housing Element.

The 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units (504 of which have already been entitled), but the City has a large unaccommodated housing need of 1,990 units in order to meet its Regional Housing Needs Assessment (RHNA) allocation of 3,936 units. The City has identified several opportunity sites that are candidates for future housing development. The City identified two different potential rezoning scenarios in the 2021–2029 Housing Element, one of which was selected as the preferred scenario and has been identified as the proposed project in this Draft PEIR. The second rezoning scenario included in the 2021–2029 Housing Element will be evaluated as Alternative 2, below.

The proposed project divides the City's RHNA between the CTCC Specific Plan, the CBPC Specific Plan area, and the LASP area. Located on the Los Alamitos Race Course site, the CTCC Specific Plan currently allows the development of residential units throughout seven districts which range in density from 8 dwelling units per acre (du/ac) to approximately 17 du/ac. As currently approved, the CTCC Specific Plan utilizes maximum density requirements in various districts as well as a maximum unit cap of 1,250 units in the CTCC Specific Plan area.[1] Under the proposed project, the majority of the zoning in the CTCC Specific Plan would remain unchanged. The allowable residential density within several parcels of the CTCC Specific Plan Area would increase to up to 30 dwelling units per acre to accommodate an additional 676 units.[2] The existing unit cap of 1,250 units would also be removed to allow development within these districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC Specific Plan area. With these proposed changes, an estimated 1,791 units could be accommodated within the CTCC Specific Plan area, in addition to the 135-unit Belmont project currently under construction.

The proposed project also includes one opportunity site on Katella Avenue adjacent to the CTCC Specific Plan area (Site #115, 4955 Katella) in the CBPC Specific Plan. The CBPC Specific Plan area limits residential land uses to Senior Housing. The zoning on this parcel would be amended from a Professional Office/Hotel and Support Commercial zoning designation to allow residential densities of up to 60 du/ac, which would accommodate an estimated 321 units. The primary building on the site is a big box type structure which accommodates two tenants. One half of the building is occupied by a gym and the other half of the building is currently vacant (formerly an Office Depot).

Under the proposed project, the remaining RHNA sites would be accommodated within the LASP. The LASP currently allows for residential development at 30 du/ac within the RM-30 and Residential Mixed-Use districts. The proposed project would expand the maximum allowable density of 30 du/ac to the majority of the LASP area, increasing development potential by approximately 1,317 units. With these amendments, the LASP could accommodate a total of approximately 1, 644 units.

Table 5.A, below, provides a summary of the proposed increases in residential development capacities on the opportunity sites under the proposed project.

Table 5.A: Proposed Project Summary

Specific Plan	Proposed Increase In Housing Unit Capacity
Lincoln Avenue Specific Plan (LASP)	1,317
Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan)	676
Cypress Business and Professional Center Specific Plan (CBPC Specific Plan)	321
Total	**2,314**

Source: City of Cypress Planning Department (2023).

1 While the unit cap within the CTCC Specific Plan is 1,250 units, the City has approved the 135-unit Belmont project which has been included as an entitled project. Therefore, there are 1,115 remaining units that may be permitted within the CTCC Specific Plan as currently adopted.

2 Although the revised densities layout could facilitate the development of up to 731 units, the City would impose a unit cap and no more than 676 units would be permitted.

Overall, the proposed project would accommodate an additional 2,314 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,260 housing units.

5.2.2 Project Objectives

The City has established the following intended objectives, which would aid decision-makers in their review of the project and its associated environmental impacts:

1. Provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.
2. Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new housing units).
3. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.
4. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.
5. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.
6. Fulfill the intent of the voter approved Measure A, which approved the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan)

In addition to these objectives, the City's Land Use and Circulation Elements contain numerous goals, implementation strategies, and policies to guide the use of land and circulation of the City. These citywide policies aim to provide a holistic and comprehensive guide for the City, whereas future projects facilitated by project approval would provide a refined direction for distinct areas within the City.

5.2.3 Significant Adverse Unavoidable Impacts of the Proposed Project

5.2.3.1 Air Quality

The proposed project would result in significant and unavoidable impacts relating to air quality. Specifically, the proposed project would result in significant and unavoidable long-term operational pollutant emissions, have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1 (as detailed in Section 4.1, Air Quality, of this Draft PEIR), and expose sensitive receptors to substantial pollutant concentrations. Indicator 1 refers to whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or emission reductions in the Air Quality Management Plan (AQMP).

While Mitigation Measure MM AQ-1 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project, there is currently not enough information to quantify emissions of specific project development that may occur under the proposed project. Without quantification to guarantee a less than significant finding, future development projects on the opportunity sites may still exceed the South Coast Air Quality Management District's (SCAQMD) regional significance thresholds. Therefore, operation of the proposed project would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State ambient air quality standard. In addition, because information regarding operational characteristics of future specific development projects and the associated emissions cannot be determined at the time of this analysis, cumulative growth within the City could result in potential toxic air contaminant (TAC) health risks that could cumulatively contribute to elevated health risks in the City. Therefore, in an abundance of caution, the proposed project's potential to expose sensitive receptors to substantial pollutant concentrations impacts would be considered significant and unavoidable.

5.3 ALTERNATIVES INITIALLY CONSIDERED BUT REJECTED FROM FURTHER CONSIDERATION

Section 15126.6(c) of the *State CEQA Guidelines* suggests that EIRs identify any alternatives that were considered by the Lead Agency but were rejected during the scoping process and briefly explain the reasons underlying the Lead Agency's determination. In evaluating an appropriate range of alternatives to the proposed project, a No Project Alternative was considered and rejected by the City of Cypress (City).

The following is a discussion of the No Project Alternative considered during the environmental review process and the reasons it was not selected for detailed analysis in this Draft PEIR.

5.3.1 No Project Alternative

In accordance with *State CEQA Guidelines* Section 15126.6, the purpose of describing and analyzing a No Project Alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The No Project Alternative would not provide accommodation for the City's RHNA allocation, and the population would generally remain at existing levels due to the City's relatively built out nature. Other than future build out consistent with the existing General Plan, no alterations to the City would occur. None of the impacts of the proposed project, adverse or beneficial, would occur. Most notably, the City would not be able to meet its housing obligations as defined by the State RHNA allocations. The No Project Alternative would be the same as existing conditions, which were described in the environmental setting section for each environmental topic.

Local jurisdictions are required by State law (Government Code Section 65580 et seq.) to plan for their fair share of projected housing construction needs in their region. Housing unit construction goals are set by the State Department of Housing and Community Development and allocated to cities through regional planning agencies such as the Southern California Association of Governments (SCAG). This is called the RHNA. Future housing need refers to the proportion of the

region's future housing needs allocated to a community. Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the State). General plans serve as the local government's "blueprint" for how the city and/or county will grow and develop. In order to create a housing plan (aka Housing Element) showing that it could meet the local housing needs, a jurisdiction must first know how much housing for which it must plan. This is determined by a process called the RHNA.

The RHNA prepared by SCAG defines the housing unit goals for the region. The City's fair share for the planning period between 2021, and 2029, (the current adopted RHNA period) was established by SCAG at 3,936 units. The RHNA target number was based on projected household growth and the resulting need for construction of additional housing units allocated over an 8-year planning period (2021–2029). Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law recognizes that in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for housing production. California's housing element law requires that each city and county develop local housing programs to meet its "fair share" of existing and future housing needs. If the City fails to implement its housing element or adopts one that is inadequate, a court can order the City to halt all development until an adequate element is adopted or order approval of specific affordable housing developments. Therefore, this alternative may result in the State taking over control of the City's Housing Element and implementing minimum zoning requirements to accommodate housing for a diversity of housing to meet the needs of multiple income categories. RHNA compliance by each jurisdiction has received significant oversight by the State Department of Housing and Community Development due to the ongoing housing crisis facing California. Therefore, a No Project Alternative is not possible.

5.4 ALTERNATIVES UNDER CONSIDERATION

Section 21100 of the Public Resources Code (PRC) and Section 15126 of the *State CEQA Guidelines* require an EIR to identify and discuss a No Project Alternative and a reasonable range of alternatives to the proposed project that would feasibly attain most of the basic objectives of the project and would avoid or substantially lessen any of the significant environmental impacts. Based on the criteria listed above, the following three alternatives have been determined to represent a reasonable range of alternatives that have the potential to feasibly attain most of the basic objectives of the proposed project but that may avoid or substantially lessen any of the significant impacts of the proposed project. Therefore, the alternatives considered in this PEIR include the following:

- **Reduced Intensity Alternative.** Under the Reduced Intensity Alternative, the CTCC Specific Plan would remain unchanged, and no additional units would be proposed in the CTCC Specific Plan area. The Reduced Intensity Alternative divides the proposed housing units between the CBPC Specific Plan area and LASP area. The Reduced Intensity Alternative proposes to accommodate 321 units in the CBPC Specific Plan area and 1,317 units in the LASP area. The Reduced Intensity Alternative also includes an Opportunity Site located on the southeast corner of Orange Avenue

and Grindlay Street, which would accommodate 30 moderate/above moderate-income units. In total, the Reduced Intensity Alternative proposes to accommodate an increase of 1,668 units at the opportunity sites (approximately 646 units less than the proposed project). In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of the Reduced Intensity Alternative would increase the residential development capacity in the City to a total of 3,614 housing units.

- **Alternative 2: Lincoln Avenue Specific Plan Mixed Density.** Under Alternative 2, the Cypress Town Center and Commons (CTCC) Specific Plan 2.0 would remain unchanged and would be able to accommodate a total of 1,115 units. Alternative 2 also proposes to vary densities within the LASP area between 30 du/ac and 60 du/ac to accommodate the development of approximately 2,378 new units (1,838 lower income units and 540 moderate/above moderate-income units). The Katella Avenue opportunity site in the PBP zone would be included in Alternative 2 as described under the proposed project. Alternative 2 also includes the opportunity site located on the southeast corner of Orange Avenue and Grindlay Street, which would accommodate 30 moderate/above moderate-income units. Overall, Alternative 2 would accommodate an additional 2,403 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,349 housing units. If the City proceeds with Alternative 2, amendments to the LASP and the City's Zoning Ordinance would be undertaken through the normal public hearing process.

- **Race Course Avoidance Alternative.** Under the Race Course Avoidance Alternative, opportunity sites within the Cypress Town Center and Commons (CTCC) Specific Plan 2.0 would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area, LASP area, and at the Katella Avenue opportunity site, would remain unchanged. Implementation of the Race Course Avoidance Alternative would remove approximately 56.5 acres of CTCC Specific Plan area from future development and would reduce the total number of housing units within the CTCC Specific Plan area by approximately 560 units as compared to the proposed project. Overall, the Race Course Avoidance Alternative would accommodate an estimated 1,243 units within the CTCC Specific Plan area and approximately 1,754 housing units at the opportunity sites. With the removal of approximately 560 units within the CTCC Specific Plan area, implementation of the Race Course Avoidance Alternative would increase the residential development capacity in the City to a total of 3,700 housing units instead of the proposed project's increase of 4,260 housing units.

For the purpose of this analysis, it is assumed that all of the alternatives would comply with applicable federal, State, and local regulations, policies, and ordinances. The alternatives are further described below, and their potential impacts compared to those of the proposed project.

5.5 ALTERNATIVES ANALYSIS

5.5.1 Reduced Intensity Alternative

5.5.1.1 Description

As described previously, under the Reduced Intensity Alternative, the CTCC Specific Plan would remain unchanged, and no units would be proposed in the CTCC Specific Plan area. The Reduced Intensity Alternative divides the proposed housing units between the CBPC Specific Plan area and LASP area. The Reduced Intensity Alternative proposes to accommodate 321 units in the CBPC Specific Plan area and 1,317 units in the LASP area. The Reduced Intensity Alternative also includes an opportunity site located on the southeast corner of Orange Avenue and Grindlay Street, which would accommodate 30 moderate/above moderate-income units. In total, the Reduced Intensity Alternative proposes to accommodate 1,668 units and would result in a 646-unit reduction in housing units as compared to the proposed project.

5.5.1.2 Environmental Analysis

The Reduced Intensity Alternative would facilitate the development of 1,668 housing units under the 2021–2029 Housing Element at opportunity sites identified within the CBPC Specific Plan area, LASP area, and at Orange Avenue/Grindlay Street. According to the 2017 American Housing Survey (AHS), the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the AHS) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (MSA) was 1.99 persons. The Reduced Intensity Alternative would facilitate the development of 1,668 housing units with a corresponding net increase of approximately 3,319 persons. As previously discussed, the Reduced Intensity Alternative would result in a 646-unit reduction in housing units as compared to the proposed project.

The proposed project would result in less than significant impacts relating to cultural resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, transportation, tribal cultural resources, and utilities and service systems. The proposed project would also result in significant and unavoidable impacts relating to air quality as described above.

Because the Reduced Intensity Alternative would result in the accommodation of fewer residential units as compared to the proposed project, the Reduced Intensity Alternative would result in environmental impacts on energy, greenhouse gas emissions, population and housing, public services, and utilities and service systems that would be less than the proposed project. As the proposed project's impacts on these resource areas are less than significant, the Reduced Intensity Alternative's impacts on these resource areas would also be less than significant. In addition, impacts associated with land use and planning and tribal cultural resources would be less than significant and similar to the proposed project.

Impacts associated with air quality, noise, and transportation would also be less than the proposed project due to the accommodation of fewer residential units with the Reduced Intensity Alternative. However, the Reduced Intensity Alternative would still result in significant and unavoidable impacts on air quality, similar to the proposed project, due to the unavailability of information to quantify emissions of specific project development that may occur under the alternative.

Because the Reduced Intensity Alternative does not include the rezoning of the CTCC Specific Plan to facilitate residential development, no substantial adverse change in the significance of the Los Alamitos Race Course through demolition would occur. Implementation of the Reduced Intensity Alternative would still allow the development of residential uses within the LASP area, which would result in less than significant impacts on historic age structures located along the Lincoln Avenue corridor with implementation of in-depth historical analysis when future development is proposed at specific sites with potentially historical resources. Similar to the proposed project, the Reduced Intensity Alternative is a programmatic update to the City's General Plan, LASP, CBPC Specific Plan, and Zoning Ordinance and would not directly result in physical development. Consequently, the specific location and configuration of future development along Lincoln Avenue has not yet been determined and is not under consideration as part the programmatic update. Overall, impacts to cultural resources would be less than significant and slightly less than the proposed project.

As such, implementation of the Reduced Intensity Alternative would result in overall impacts that would be less than or similar to the proposed project.

5.5.1.3 Attainment of Project Objectives

The Reduced Intensity Alternative would either not meet project objectives or be inferior to the proposed project in meeting project objectives. The attainment of project objectives is discussed further below.

1. Provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.

   The Reduced Intensity Alternative would not provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance as the alternative would not implement either of the alternatives identified in the 2021–2029 Housing Element to the full extent. In addition, the Reduced Intensity Alternative would not meet the RHNA requirement to accommodate the development of up to 3,936 new housing units. As such, the Reduced Intensity Alternative would not meet Project Objective 1.

2. Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new housing units).

   As discussed above, the Reduced Intensity Alternative would not meet the City's housing needs as identified in the RHNA requirement (3,936 new housing units) as the alternative would facilitate the development of only 1,688 housing units. In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of the Reduced Intensity Alternative would increase the residential development capacity in the City to a total of 3,614 housing units. This would be 349 units less than the RHNA requirement of 3,936 new housing units. As such, the Reduced Intensity Alternative would not meet Project Objective 2.

3. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.

The Reduced Intensity Alternative would facilitate compact new development and walkable neighborhoods in the City; however, at a reduced scale compared to the proposed project. The reduction in housing units would decrease the extent of the compact new developments and walkable neighborhoods. As such, the Reduced Intensity Alternative would be inferior to the proposed project in meeting Project Objective 3.

4. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.

   The Reduced Intensity Alternative would facilitate changes in land use and development that reflect changes in the regional economy and promote land uses that transform now vacant or under-utilized sites; however, at a reduced scale compared to the proposed project. The reduction in housing units would decrease the extent of the land use changes. As such, the Reduced Intensity Alternative would be inferior to the proposed project in meeting Project Objective 4.

5. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.

   The Reduced Intensity Alternative would facilitate the provision of high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City; however, at a reduced scale compared to the proposed project. The reduction in housing units would decrease the accommodation of a variety of housing types to meet the needs of all City residents. As such, the Reduced Intensity Alternative would be inferior to the proposed project in meeting Project Objective 5.

6. Fulfill the intent of the voter approved Measure A, which approved the Cypress Town Center and Comments Specific Plan 2.0 (CTCC Specific Plan)

   Measure A, which approved the CTCC Specific Plan in June 2018, allowed for development of a town center, single-family, senior and multi-family housing, and public park space of portions of the Los Alamitos Race Course, the former Cypress Golf Club, and an adjacent property. Under the Reduced Intensity Alternative, the existing CTCC Specific Plan would remain unchanged, and no additional units would be proposed in the CTCC Specific Plan area. By avoiding any amendments to the CTCC Specific Plan, the Reduced Intensity Alternative would meet Project Objective 6.

5.5.2 Alternative 2: Lincoln Avenue Specific Plan Mixed Density

5.5.2.1 Description

As described previously, under Alternative 2, the CTCC would remain unchanged and would be able to accommodate a total of 1,115 units.

Rather than applying a density of 30 du/ac to the majority of the LASP area, Alternative 2 proposes to vary densities within the Specific Plan area between 30 du/ac and 60 du/ac. The highest density areas would be located on the east end of the Lincoln Avenue corridor, closest to Cypress College.

With these changes, the LASP could accommodate the development of approximately 2,052 new units.

The Katella Avenue opportunity site in the CPPC Specific Plan area would also be included in Alternative 2 as described under the proposed project. Alternative 2 also includes an opportunity site located on the southeast corner of Orange Avenue and Grindlay Street. This 2.06-acre site currently includes an older office building and would be rezoned to RM-20 to accommodate 30 moderate/above moderate-income units. If the City proceeds with Alternative 2, amendments to the LASP and the City's Zoning Ordinance would be undertaken through the normal public hearing process. Implementation of Alternative 2 would increase the City's residential development capacity by up to approximately 4,348 housing units.

Table 5.B, below, provides a summary of the proposed opportunity sites under Alternative 2 and Figure 5-1, below, illustrates the location and proposed residential density of the opportunity sites.

Table 5.B: Alternative 2 Project Summary

Specific Plan	Proposed Increase In Housing Unit Capacity
Lincoln Avenue Specific Plan (LASP)	2,052
RM-20 (southeast corner of Orange Avenue and Grindlay Street)	30
Cypress Business and Professional Center Specific Plan (CBPC Specific Plan)	321
Total	**2,403**

Source: City of Cypress Planning Department (2023).

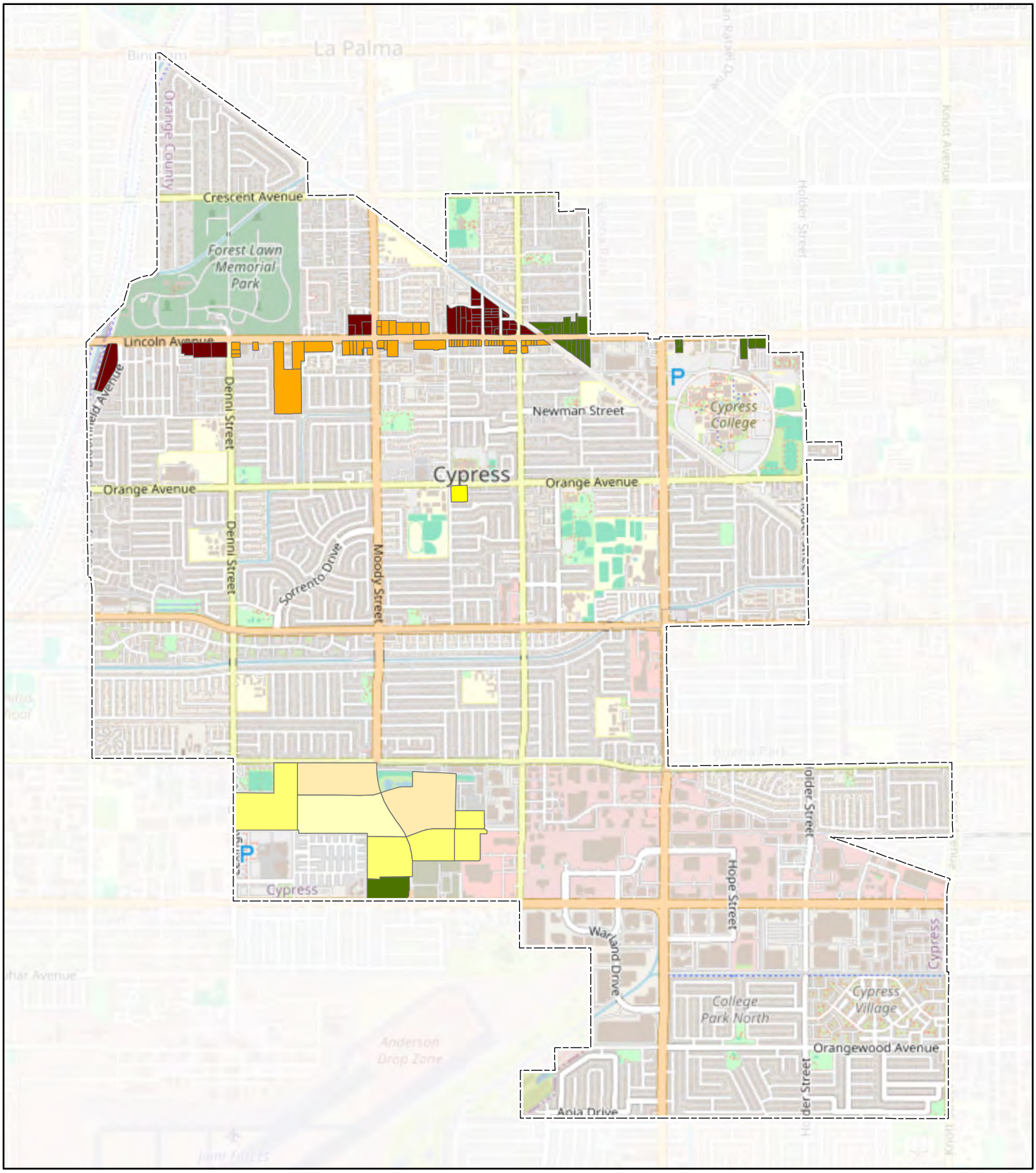
Overall, Alternative 2 would accommodate an additional 2,403 housing units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 4,349 housing units.

Alternative 2 would update the current General Plan Land Use Element, LASP, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element.

5.5.2.2 Environmental Analysis

Air Quality. Alternative 2 would facilitate the development of up to 2,403 housing units on the opportunity sites within the CTCC Specific Plan and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by Alternative 2 that could occur with implementation of the project would occur through the horizon year 2045, which would cause short-term emissions of criteria air pollutants, primarily through the operation of construction equipment. Similar to the proposed project, with compliance

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LSA

LEGEND

- City Boundary
- Proposed Density
  - 8 units/acre
  - 10 units/acre
  - 15 units/acre
  - 20 units/acre
  - 18 units/acre
  - 30 units/acre
  - 45 units/acre
  - 50 units/acre
  - 60 units/acre

N

0 1250 2500
FEET

SOURCE: Esri Basemap (2022)

I:\CCP2201.01\GIS\MXD\Alt_2.mxd (1/25/2024)

FIGURE 5-1

Cypress Housing Element Implementation

Alternative 2

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with regulatory requirements (as specified in Regulatory Compliance Measures RCM AQ-1 through RCM AQ-4), construction impacts related to the cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under applicable National Ambient Air Quality Standards (NAAQS) or California Ambient Air Quality Standards (CAAQS) would be less than significant, and similar to the proposed project.

Please refer to Appendix C of this PEIR for the California Emissions Estimator Model (CalEEMod) version 2022.1.1.14 output sheets prepared for the proposed project and Alternative 2 to quantify the criteria pollutant emissions for construction and operational emissions of each project scenario. Similar to the proposed project, operational activities associated with the additional housing units facilitated by Alternative 2 would result in long-term air pollutant emissions associated with mobile sources (e.g., vehicle trips), energy sources (e.g., natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment). While Mitigation Measure MM AQ-1 would significantly reduce criteria air pollutant emissions generated during operational activities associated with the proposed project and Alternative 2, there is currently not enough information to quantify emissions of specific project development that may occur under the proposed project or Alternative 2. Without quantification to guarantee a less than significant finding, future development projects may still exceed the South Coast Air Quality Management District (SCAQMD) regional significance thresholds. Therefore, similar to the proposed project, operation of Alternative 2 would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the region is in nonattainment under an applicable federal or State ambient air quality standard. Further, implementation of Alternative 2 would have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1[3], similar to the proposed project, because Alternative 2 would result in significant and unavoidable long-term operational pollutant emissions.

Alternative 2 would facilitate the development of 2,403 housing units under the 2021–2029 Housing Element, 89 more units as compared to the proposed project. As such, the operational air quality impacts associated with implementation of Alternative 2 are anticipated to be greater than the proposed project. As such, impacts associated with air quality would be significant and unavoidable, and greater than the proposed project.

Cultural Resources. Alternative 2 would allocate residential units between the LASP area, the CBPC Specific Plan area, the CTCC Specific Plan area, and the southeast corner of Orange Avenue and Grindlay Street. Similar to the proposed project, Alternative 2 is a programmatic update to the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the Zoning Ordinance and would not directly result in physical development. Consequently, the specific location and configuration of future development along Lincoln Avenue has not yet been determined and is not under consideration as part the programmatic update.

Similar to the proposed project, future development within the CTCC opportunity sites and along Lincoln Avenue would evaluate each development's treatment of the historically significant

[3] Indicator 1 refers to whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or emission reductions in the AQMP.

resources and ensure impacts are reduced to less than significant levels. Therefore, impacts associated with cultural resources would be less than significant, and similar to the proposed project.

Energy. Alternative 2 would facilitate the development of up to 2,403 housing units on the opportunity sites identified within the CTCC and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by Alternative 2 would cause fuel consumption associated with construction activities, primarily through the transport and use of construction equipment, delivery vehicles and haul trucks, and construction worker vehicles that would use petroleum fuels (e.g., diesel fuel and/or gasoline).

Alternative 2 would facilitate the development of 89 more housing units as compared to the proposed project. As such, the construction of Alternative 2 would require more fuel use as compared to the proposed project. Construction of the proposed project would increase the annual construction generated fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and 0.1 percent for diesel fuel usage. As such, project construction would have a negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in a negligible increase in fuel consumption during construction (less than 1 percent), it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on fuel use in the County.

Please refer to Appendix E for the energy calculations utilized to determine the construction and operational energy impacts of both the proposed project and Alternative 2. Similar to the proposed project, operational activities associated with the additional housing units facilitated by Alternative 2 would result in energy demand associated with natural gas use, electricity consumption, and fuel used for vehicle trips. Alternative 2 would facilitate the development of 89 more units as compared to the proposed project. As such, operational activities associated with the housing units facilitated by Alternative 2 would be greater than the proposed project. Operation of the proposed project would increase both the annual electricity and natural gas consumption in Orange County by approximately 0.1 percent. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in a negligible increase in electricity and natural gas consumption during operation (less than 1 percent), it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on electricity and natural gas consumption in the County. Additionally, similar to the proposed project, implementation of Alternative 2 would not result in the inefficient, wasteful, and unnecessary consumption of energy.

Overall, impacts associated with energy would be less than significant, and slightly greater than the proposed project.

Greenhouse Gas Emissions. Alternative 2 would facilitate the development of up to 2,403 housing units on the opportunity sites identified within the CTCC Specific Plan and LASP areas and at Katella

Avenue and Orange Avenue/Grindlay Street. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by Alternative 2 would cause short-term GHG emissions, primarily through the operation of construction equipment.

Alternative 2 would facilitate the development of 89 more units as compared to the proposed project. As such, the construction of Alternative 2 would result in greater short-term GHG emissions as compared to the proposed project. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in less than significant impacts relating to greenhouse gas emissions during construction, it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on fuel use in the County.

Similar to the proposed project, operational activities associated with the additional housing units would result in long-term GHG emissions associated with mobile (project generated vehicle trips), area, waste, water, and stationary sources as well as indirect emissions from sources associated with energy consumption. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in per service population emissions of 2.8 metric tons of carbon dioxide equivalents per year per service population (MT CO_2e/yr/SP) (which would be below the SCAQMD's plan-level screening threshold of 4.1 MT CO_2e/yr/SP), it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on operational greenhouse gas emissions.

In addition, similar to the proposed project, Alternative 2 would be consistent with all project attributes in the 2022 Scoping Plan, including residential and mixed-use project attributes related to EV charging requirements, parking minimization requirements, and building electrification, and would not interfere with SCAG's ability to implement the regional strategies outlined in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), with implementation of Mitigation Measure MM GHG-1. Overall, impacts associated with greenhouse gas emissions would be less than significant, and slightly greater than the proposed project.

Land Use and Planning. Similar to the proposed project, implementation of Alternative 2 would not physically divide an established community. Implementation of Alternative 2 would facilitate the development of residential units in the City, creating neighborhoods and establishing connections between residential areas. Similar to the proposed project, Alternative 2 would result in less than significant impacts associated with the division of an established community.

As described previously, under Alternative 2, the CTCC Specific Plan would remain unchanged and would be able to accommodate a total of 1,115 units affordable to moderate and above moderate-income households. Rather than applying a density of 30 du/ac to the majority of the LASP area, Alternative 2 proposes to vary densities within the Specific Plan area between 30 du/ac and 60 du/ac. With these changes, the LASP could accommodate the development of approximately 2,052 new units. The Katella Avenue opportunity site in the CBPC Specific Plan area would also be included in Alternative 2 as described under the proposed project. Alternative 2 also includes an opportunity site located on the southeast corner of Orange Avenue and Grindlay Street. This 2.06-acre site currently includes an older office building and would be rezoned to RM-20 to accommodate 30 moderate/above moderate-income units. If the City proceeds with Alternative 2,

amendments to the LASP and the City's Zoning Ordinance would be undertaken through the normal public hearing process.

With the necessary amendments to the LASP and the City's Zoning Ordinance, Alternative 2 would be consistent with the City's General Plan, the City's Zoning Ordinance, the LASP, and the CTCC Specific Plan. In addition, Alternative 2 would be consistent with the 2020–2045 RTP/SCS, similar to the proposed project.

Overall, impacts to land use and planning would be less than significant and similar to the proposed project.

Noise. Alternative 2 would facilitate the development of up to 2,403 housing units under the 2021–2029 Housing Element at opportunity sites identified within the CTCC and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Implementation of Alternative 2 would alter existing development patterns and increase residential density. Similar to the proposed project, these activities could result in the potential demolition of structures, construction, and site grading, the location of residential uses near stationary noise sources, as well as increased traffic generation. All these activities have the potential to increase ambient noise and vibration levels within the City of Cypress and to exceed acceptable noise standards.

Alternative 2 would facilitate the development of 89 more units as compared to the proposed project. As such, the construction of Alternative 2 would result in greater short-term and long-term noise impacts as compared to the proposed project. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in less than significant impacts relating to noise during construction and operation, it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on ambient noise levels in the City. In addition, similar to the proposed project, implementation of Alternative 2 would not generate excessive vibration as vibration levels generated from associated traffic on the adjacent roadways are unusual for on-road vehicles due to the rubber tires and suspension systems of on-road vehicles which provide vibration isolation. Please refer to Appendix F to compare the Year 2045 Noise Volume Summaries prepared for both the proposed project and Alternative 2.

Similar to the proposed project, according to the Land Use Plan for Joint Forces Training Base Los Alamitos (Orange County Airport Land Use Commission 2017), the opportunity sites are not within the 60 A-weighted decibel community noise equivalent level (dBA CNEL) or 65 dBA CNEL noise contours for JFTB Los Alamitos and therefore, impacts related to noise would be less than significant.

Overall, impacts associated with noise would be less than significant, and slightly greater than the proposed project.

Population and Housing. According to the 2017 American Housing Survey (AHS), the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the AHS) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (MSA) was 1.99 persons. Alternative 2 would facilitate the development of up to 2,403 housing units on

the opportunity sites with a corresponding net increase of approximately 4,782 persons. Due to the additional 89 units proposed under Alternative 2 as compared to the proposed project, this increase in population would be approximately 177 persons greater than the anticipated population increase of 4,605 persons with implementation of the proposed project.

Similar to the proposed project, although Alternative 2 would facilitate the development of new homes in the City, the proposed new homes would not induce substantial unplanned population growth as the alternative is designed to meet the City's housing need allocation of 3,936 units as determined by the SCAG RHNA. As such, the proposed project would be consistent with planned regional housing growth and planned population growth of the City as evaluated in the SCAG RHNA. In addition, similar to the proposed project, the opportunity sites proposed under Alternative 2 are located in urbanized settings with a full range of public services and utilities. As such, Alternative 2 would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, would be less than significant and similar to the proposed project. No mitigation would be necessary.

Public Services. Alternative 2 would facilitate the development of up to 2,403 housing units at opportunity sites identified within the CTCC and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Alternative 2 would result in a net increase of approximately 4,782 persons. Due to the additional 89 units proposed under Alternative 2 as compared to the proposed project, this increase in population would be approximately 177 persons greater than the anticipated population increase of 4,605 with implementation of the proposed project. As described further below, impacts to public services with implementation of Alternative 2 would be less than significant, and slightly greater than or similar to the proposed project.

Fire Protection Services. Each of the opportunity sites are surrounded by existing development and are located in areas of the City already served by the Orange County Fire Authority (OCFA). The OCFA currently serves over 1,984,758 residents from its 77 fire stations located throughout the County, including Fire Station No. 17 located within the City and Fire Station Nos. 2, 63, and 84 located nearby. The addition of 4,782 residents would increase the population served by 0.2 percent, similar to the proposed project. This increase in population served by OFCA would be negligible and would not impact OCFA's ability to serve the City.

Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would be required to adhere to all OCFA requirements, including providing adequate fire flow/structure protection to the future development sites and providing adequate access for emergency vehicles. In addition, any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that fire service providers would be able to provide adequate fire protection through building design requirements and access. Further, similar to the proposed project, all future projects implemented in accordance with Alternative 2 would be subject to additional CEQA review related to specific development applications. Alternative 2 would also be required to comply with Regulatory Compliance Measure RCM PS-1, which requires coordination with OCFA during the development and CEQA review process to determine the appropriate development impact fees required in order to offset potential impact to OCFA staffing and service ability. However, implementation of

Alternative 2 would facilitate the development of more homes compared to the proposed project, resulting in a greater increase in population served by OFCA. Therefore, impacts on fire protection services would be less than significant and similar to the proposed project. No mitigation is required.

Police Protection Services. The Cypress Police Department (CPD) currently has 55 sworn personnel and in 2019, had an officer-to-resident ratio of 1.0 CPD officer per 1,000 residents. Since 2019, the officer-to-resident ratio has fluctuated around 1.0 CPD officer per 1,000 residents. In 2021, the City had a population of 49,926, increasing the officer-to-resident ratio to 1.1 CPD officer per 1,000 residents. The increase of 4,782 persons in the City as facilitated by Alternative 2 would result in an officer-to-resident ratio of 1 CPD officer per 1,000 residents, which is consistent with the officer-to-resident ratio of the City since 2019 and the proposed project. Although Alternative 2 would likely result in a greater increase in the number of calls to law enforcement within the City as compared to the proposed project due to the additional population increase associated with the construction of 89 more housing units, CPD has confirmed that it anticipates hiring additional officers in order to adequately serve future population growth in the City, including the population increase associated with implementation of the housing element. In addition, CPD has confirmed that it has adequate facilities to accommodate additional officers.

Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would be required to adhere to all applicable policies and codes related to the provision of police services. In addition, any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that law enforcement providers would be able to provide adequate police protection services. Further, the officer-to-resident ratio of the City with implementation of Alternative 2 would be the same as with implementation of the proposed project. Therefore, impacts on police protection services would be less than significant and similar to the proposed project. No mitigation is required.

Schools. The California Office of Public-School Construction has published general student yield factors for elementary, secondary (middle/high school), and unified school districts in California (May 2009). The student generation rate for elementary schools is 0.5 student per dwelling unit and the student generation rate for middle/high school students is 0.2 student per dwelling unit. These student generation rates were used to estimate the number of students that could be generated within the boundaries of the Los Alamitos Unified School District (LAUSD) and the Anaheim Union High School District (AUHSD) as a result of project implementation. According to the Residential and Commercial/Industrial Development School Fee Justification Study performed for the Cypress School District (CSD) by Cooperative Strategies and dated April 30, 2020, the elementary student generation rate for multi-family units (high density units) in the CSD is 0.255 student per unit. According to the Developer Fee Justification Study performed for the Centralia Elementary School District (CESD) by Cooperative Strategies and dated November 9, 2022, the elementary student generation rate for multi-family units (high density units) in the CESD is 0.32 student per unit. These student generation rates were used to estimate the number of students that could be generated within the boundaries of the CSD and CESD as a

result of project implementation. Implementation of Alternative 2 would result in approximately 2,142 units in the CSD, 170 units in the CESD, 91 units in the LAUSD, and 2,142 units in the AUHSD.

Based on these generation factors, it is estimated that Alternative 2's 2,403 residential units could generate approximately 613 elementary school students and 481 middle/high school students (refer to Table 5.C), resulting in an additional 41 students as compared to the proposed project.

Table 5.C: Projected School Enrollment for Alternative 2

Grade Levels	Student Generation Factor	Projected Enrollment
Cypress School District (CSD)	0.255 student/unit	546 students
Centralia Elementary School District (CESD)	0.32 student/unit	54 students
Los Alamitos Unified School District (LAUSD) (Elementary School)	0.5 student/unit	46 students
Los Alamitos Unified School District (LAUSD) (Middle/High School)	0.2 student/unit	18 students
Anaheim Union High School District (AUHSD) (Middle/High School)	0.2 student/unit	428 students
Total	**--**	**1,065 students**

Source: State of California, Office of Public School Construction (2019). School Facility Program Handbook. January. Website: https://www.dgs.ca.gov/-/media/Divisions/OPSC/Services/Guides-and-Resources/SFP_Hdbk_ADA.ashx?la=en&hash=14D0F03EABD3AF437F3F4E2FDE1A602AFDFEE6C2 (accessed May 23, 2023).
Cooperative Strategies. *Residential and Commercial/Industrial Development School Fee Justification Study, Cypress School District Table 5: Adjusted Student Generation Factors.* April 30, 2020.
Cooperative Strategies. *Developer Fee Justification Study, Centralia Elementary School District.* November 9, 2022.

Implementation of Alternative 2 would facilitate the development of more residential units compared to the proposed project, resulting in a greater increase in the population of school-aged children. Implementation of Alternative 2 is expected to generate approximately the same number of students within the boundaries of the CSD, LAUSD, and AUHSD as the proposed project. However, implementation of Alternative 2 would result in approximately 29 more students within the boundary of the CESD as compared to the proposed project due to the higher proposed density of the opportunity sites east of Valley View Street.

Similar to the proposed project, the increase in students projected as a result of project implementation would increase the demand for school facilities. However, future development allowed under Alternative 2 would accommodate planned regional housing growth included in the SCAG RHNA, which is based on populations estimates for the City, including school-aged children. Therefore, although implementation of Alternative 2 would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in the City's population.

In addition, according to the AUHSD Facilities Master Plan Update, the AUHSD is experiencing an overall decline in enrollment of approximately 3,200 students through the 2025–2026 school year in the Cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton.[4] Further, 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. Similar to the proposed project, Regulatory Compliance Measure RCM PS-1 requiring the Applicant/Developer to pay such fees to reduce any impacts of new residential development on school services as provided in Section 65995 of the California Government Code would be applicable to Alternative 2. With the AUHSD's projected decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that AUHSD would have sufficient capacity to accommodate new middle and high school level students generated with implementation of Alternative 2.

According to the Residential and Commercial/Industrial Development School Fee Justification Study performed for the CSD by Cooperative Strategies and dated April 30, 2020, the CSD is operating under capacity and has an additional 1,011 seats available for new students. The increase of 546 elementary level students can be accommodated by the CSD's available capacity. In addition, with implementation of Regulatory Compliance Measure (RCM) PS-1 as described above, it is expected that CSD would have sufficient capacity to accommodate new elementary level students generated with implementation of Alternative 2. The fees would be collected by the AUHSD and shared equally with the CSD.

The CESD had been experiencing a decline in enrollment between the 2016–2017 school year and the 2020–2021 school year; however, since the 2020–2021 school year, the school district has been experiencing a small increase in enrollment. The additional residential units allowed under Alternative 2 within the CESD boundary would generate approximately 54 new elementary level students. The Applicant/Developer of future residential development projects allowed under Alternative 2 would be required to pay such 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 RCM PS-1). Although in recent years the CESD has experience as slight increase in enrollment, because of the district's historic decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that CESD would have sufficient capacity to accommodate elementary school level students generated with implementation of Alternative 2.

The LAUSD has also been experiencing a decline in enrollment since the 2016–2017 school year. The additional residential units allowed under Alternative 2 within the LAUSD boundary would generate approximately 46 new elementary level students and approximately 18 new middle/high school level students, for a total of 64 new students. This increase in students can be accommodated by the LAUSD. In addition, the Applicant/Developer of future residential development projects allowed under Alternative 2 would be required to pay such fees to reduce any impacts of new residential development on school services as provided in Section 65995 of

[4] Anaheim Union High School District (AUHSD). *Facilities Master Plan Update, 3.2 Planning Considerations; Enrollment Projections and Demographics.* 2022.

the California Government Code (refer to Regulatory Compliance Measure PS-1). With the LAUSD's continued pattern of decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that LAUSD would have sufficient capacity to accommodate new students generated with implementation of Alternative 2.

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 RCM PS-1, potential impacts to schools would be less than significant and slightly greater than the proposed project. No mitigation is required.

Transportation. Alternative 2 would facilitate the development of up to 2,403 housing units on opportunity sites identified within the CTCC and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Similar to the proposed project, implementation of Alternative 2 would increase trips to and from the opportunity sites, potentially impacting the surrounding circulation system. Alternative 2 would facilitate the development of 89 more units as compared to the proposed project. As such, the construction of Alternative 2 would result in greater transportation impacts as compared to the proposed project. Level of service (LOS) and Vehicle Miles Traveled (VMT) analyses performed for the proposed project indicated that the proposed project would not exceed significance thresholds established by the City of Cypress and County of Orange. Although Alternative 2 would result in the facilitation of 89 more housing units as compared to the project, because the proposed project would result in less than significant impacts relating to transportation, it is reasonable to assume that construction of Alternative 2 would also result in less than significant impacts on transportation in the City. In addition, similar to the proposed project, compliance with the City's Municipal Code would address transportation design and emergency access associated with Alternative 2. In addition, similar to the proposed project, Alternative 2 would not alter the existing circulation system in the City as any improvements needed to accommodate future residential units would be analyzed during site plan review and any circulation improvements such as driveway access and intersection controls would be implemented consistent with the City's Municipal Code.

Overall, impacts associated with transportation would be less than significant, and slightly greater than the proposed project.

Tribal Cultural Resources. Alternative 2 would allocate residential units between the LASP area, the CBPC Specific Plan area, the CTCC Specific Plan area, and the southeast corner of Orange Avenue and Grindlay Street. During the CEQA environmental review process, Native American consultation was conducted in compliance with Senate Bill (SB) 18 and Assembly Bill (AB) 52 for the proposed project. Because the tribal outreach process for the proposed project yielded no knowledge of significant tribal resources, it can reasonably be assumed that the proposed project, as well as Alternative 2, would not cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074.

Similar to the proposed project, because future development of Alternative 2's opportunity sites could require excavation and other potentially disturbing aspects of construction into soils, there is a potential to uncover undiscovered tribal cultural resources during excavation, including human

remains. Therefore, while unlikely, the presence of undiscovered subsurface tribal cultural resources is possible, and these resources could potentially be affected by construction activities. As a result, similar to the proposed project, impacts to tribal cultural resources with implementation of Alternative 2 are potentially significant without mitigation. Similar to the proposed project, Alternative 2 would be required to comply with Regulatory Compliance Measures RCMs CUL-1 and CUL-2 in order to reduce potential impacts to previously undiscovered archaeological resources and human remains.

With the incorporation of Regulatory Compliance Measures RCMs CUL-1 and CUL-2, potential impacts to unknown tribal cultural resources with implementation of Alternative 2 would be less than significant, and similar to the proposed project.

Utilities and Service Systems. Alternative 2 would facilitate the development of up to 2,403 housing units on the opportunity sites identified within the CTCC and LASP areas and at Katella Avenue and Orange Avenue/Grindlay Street. Alternative 2 would result in a net increase of approximately 4,782 persons. Due to the additional 89 units proposed under Alternative 2 as compared to the proposed project, this increase in population would be approximately 177 persons greater than the anticipated population increase of 4,605 with implementation of the proposed project.

Water. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would result in an increase in water demand at the opportunity sites. The Golden State Water Company (GSWC) West Orange Service Area *2020 Urban Water Management Plan* (UWMP) states that in 2045, annual water use in its service area is expected to be 15,759 acre-feet and total water supplies available would be 23,645 acre-feet. According to CalEEMod projections, Alternative 2 would result in approximately 90,174,137 gallons per year (gpy) or 277 acre-feet per year (afy) of indoor water use, and account for 1.8 percent of the estimated water demand and 1.2 percent of the total available water supplies in the service area for 2045. This represents a minimal increase in water demand within the GSWC West Orange Service Area. The construction of additional or expanded water infrastructure would not be necessary. According to CalEEMod projections, the proposed project would result in approximately 86,834,354 gallons per year (gpy) or 267 afy of indoor water use and account for 1.7 percent of the estimated water demand and 1.1 percent of the total available water supplies in the service area for 2045.

Additionally, similar to the proposed project, some of the 2,403 units facilitated by Alternative 2 would replace existing urban uses that currently use water, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. Although the increase in water demand with implementation of Alternative 2 would be minimal, the water demand would be slightly greater than that of the proposed project. As such, impacts would be less than significant and slightly greater than the proposed project. No mitigation is required.

Wastewater. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would result in an increase in wastewater generation at the opportunity sites. The OCSD, which is responsible for the provision of wastewater treatment facilities at the opportunity sites, has a capacity of treating 180 million gallons of wastewater per day from

residential, commercial, and industrial sources at two plants: Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach. Reclamation Plant No. 1 has a primary treatment capacity of 208 mgd, and is running under capacity at approximately 120 mgd Reclamation Plant No. 2 has a primary treatment capacity of 168 mgd and currently receives 59 mgd. Alternative 2 is anticipated to generate approximately 249 af of wastewater annually, or 222,146 gallons of wastewater per day.[5] This accounts for 0.12 percent of OCSD's daily capacity, 0.11 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2. Consequently, anticipated wastewater generation by Alternative 2 would be negligible (less than 1 percent) compared to the available capacities of OCSD, Reclamation Plant No. 1, and Reclamation Plant No. 2. The construction of additional or expanded wastewater facilities or infrastructure would not be necessary. By comparison, the proposed project is anticipated to generate approximately 240 af of wastewater annually, or 214,116 gallons of wastewater per day. This accounts for 0.11 percent of OCSD's daily capacity, 0.10 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2.

Additionally, similar to the proposed project, some of the 2,403 housing units facilitated by Alternative 2 would replace existing urban uses that currently generate wastewater and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. Although the increase in wastewater generation with implementation of Alternative 2 would be negligible, the amount of wastewater generated would be slightly greater than that of the proposed project. As such, impacts would be less than significant and slightly greater than the proposed project. No mitigation is required.

Stormwater/Drainage. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 which disturb more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would include construction Best Management Practices (BMPs) to control and direct on-site surface runoff and would include detention facilities, if required, to ensure that stormwater runoff from the construction site would not exceed the capacity of the stormwater drainage systems. If applicable, a SWPPP would also detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. If a project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2022 California Green Building Standards Code (CALGreen Code), which requires projects that disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion and sediment control and good housekeeping BMPs to prevent pollution of stormwater runoff during construction activities.

Similar to the proposed project, the new development allowed under Alternative 2 would also comply with the Orange County MS4 Permit, which requires the preparation of a Final WQMP

[5] In the absence of an official wastewater generate rate, wastewater can be reasonably assumed to be 90 percent of the water use.

and implementation of operational BMPs to target and reduce pollutants of concern in stormwater runoff from project sites. Compliance with the Orange County MS4 Permit would reduce operational impacts related to surface water quality standards, waste discharge requirements, and/or degradation of water quality to a less than significant level, and no mitigation is required.

Additionally, some of the 2,403 housing units would replace existing urban uses that currently contribute to stormwater flows, similar to the proposed project. Any future projects implemented in accordance with Alternative 2 would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to stormwater drainage. As a part of the development review process, all future projects would also be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, Alternative 2 would not require the relocation or construction of new or expanded stormwater facilities or infrastructure. Impacts would be less than significant and similar to the proposed project. No mitigation is required.

Electric Power. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would result in an increase in electricity use at the opportunity sites. The City is within the service territory of Southern California Edison (SCE), which provides services through a grid of transmission lines and related facilities. According to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 81,129 gigawatt-hours (GWh). Total electricity consumption in Orange County in 2021 was 18,932 GWh (7,272 GWh for the residential sector and 11,660 GWh for the non-residential sector). Based on the CalEEMod outputs for Alternative 2, the estimated electricity demand associated with the residential development allowed under Alternative 2 is approximately 8,808,999 kilowatt-hours (kWh) per year. Therefore, implementation of Alternative 2 would increase annual electricity consumption in the SCE service area and Orange County by approximately 0.01 and 0.05 percent, respectively. Consequently, anticipated electricity consumption by Alternative 2 would be negligible (less than 1 percent) compared to the total consumption of the SCE service area and Orange County. No additional or expanded electricity facilities or infrastructure would be required. Based on the CalEEMod outputs for the proposed project, the estimated electricity demand associated with the operation of the new residential development allowed under the proposed project would be approximately 8,482,740 kWh per year, and approximately 0.01 and 0.04 percent of the annual electricity consumption in the SEC service area and Orange County, respectively.

Additionally, similar to the proposed project, some of the 2,403 housing units facilitated by Alternative 2 would replace existing urban uses that currently use electricity, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. Although the increase in electricity use with implementation of Alternative 2 would be negligible, the electricity demand would be slightly greater than that of the proposed project. As such, impacts would be less than significant and slightly greater than the proposed project. No mitigation is required.

Natural Gas. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would result in an increase in natural gas use at the opportunity sites. The City is within the service territory of Southern California Gas Company (SoCalGas). According to the CEC, total natural gas consumption in the SoCalGas service area in 2021 was 5,101 million therms (2,261 million therms for the residential sector and 937 million therms for the commercial sector) and total natural gas consumption in Orange County in 2021 was 580 million therms (362 million therms for the residential sector and 218 therms for the non-residential sector). Based on the CalEEMod outputs for Alternative 2, the estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 26,689,743 thousand British thermal units (kBtu) per year, or approximately 266,961 therms per year. Therefore, the development of new residential development allowed under the Alternative 2 would increase annual natural gas consumption in the SoCalGas service area and Orange County by approximately 0.005 and 0.05 percent, respectively. Consequently, anticipated natural gas consumption facilitated by Alternative 2 would be negligible (less than 1 percent) compared to the total consumption of the SoCalGas service area and Orange County. Alternative 2 would not require the construction of any physical improvements related to the provision of natural gas service that would result in significant environmental impact. Based on the CalEEMod outputs for the proposed project, the estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 25,701,324 kBTU per year, approximately 257,075 therms per year, and approximately 0.005 and 0.04 percent of the annual natural gas consumption in the SoCalGas service area and Orange County, respectively.

Additionally, similar to the proposed project, some of the 2,403 housing units facilitated by Alternative 2 would replace existing urban uses that currently use natural gas, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. Although the increase in natural gas usage with implementation of Alternative 2 would be negligible, the natural gas demand would be slightly greater than that of the proposed project. As such, impacts would be less than significant and slightly greater than the proposed project. No mitigation is required.

Telecommunication Facilities. Telephone, television, and internet services are offered by a variety of providers in the City. Similar to the proposed project, any future projects that would be developed in accordance with Alternative 2 would be responsible for constructing adequate tele-communication facility extensions on their respective project sites. The construction and expansion 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 impacts associated with the relocation or construction of new or expanded telecommunication facilities and impacts would be less than significant and similar to the proposed project. No mitigation is required.

Solid Waste. Similar to the proposed project, any future projects implemented in accordance with Alternative 2 would result in an increase in solid waste generation at the opportunity sites. Currently, OC Waste & Recycling (OCWR), which provides solid waste disposal at the opportunity sites, maintains and operates three Class III sanitary landfills including the Frank R. Bowerman Landfill, the Olinda Alpha Landfill, and the Prima Deshecha Landfill. According to CalEEMod calculations, the future residential development facilitated by Alternative 2 would generate approximately 1,777 tons of solid waste per year. The additional solid waste generation of 1,777 tons of solid waste per year, or 4.87 tons per day (tpd), facilitated by Alternative 2 represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill, respectively. Consequently, anticipated solid waste generation facilitated by Alternative 2 would be negligible (less than 1 percent) compared to the total amount of solid waste received by the three landfills. Alternative 2 would not require the construction of any physical improvements related to the provision of solid waste disposal that would result in significant environmental impact and the OCWR solid waste disposal system would have adequate capacity to serve the residential developments facilitated by Alternative 2. According to CalEEMod calculations, the future residential developments facilitated by the proposed project would generate approximately 1,711 tons of solid waste per year and represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, the Olinda Alpha Landfill, and the Prima Deshecha Landfill, respectively.

Additionally, similar to the proposed project, some of the 2,403 housing units facilitated by Alternative 2 would replace existing urban uses that currently generate solid waste, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. The increase in solid waste generation with implementation of Alternative 2 would be negligible and similar to the proposed project. As such, impacts would be less than significant and similar to the proposed project. No mitigation is required.

5.5.2.3 Overview of Potential Impact/Comparison to Proposed Project

Alternative 2 would result in the accommodation of an additional 89 housing units as compared to the proposed project. Environmental impacts associated with implementation of Alternative 2 on air quality, cultural resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, transportation, and utilities and service systems would be similar to or slightly greater than the proposed project. In addition, the significant and unavoidable impacts on air quality would still occur.

5.5.2.4 Attainment of Project Objectives

Alternative 2 would meet all of the project objectives. The attainment of project objectives is discussed further below.

1. Provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.

Alternative 2 would provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance as the alternative would implement one of the two alternatives identified in the 2021–2029 Housing Element to the full extent. As such, Alternative 2 would be similar to the proposed project in meeting Project Objective 1.

2. Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new housing units).

   Alternative 2 would meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new housing units) as the alternative would facilitate the development of up to 2,403 residential units. In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of Alternative 2 would increase the residential development capacity in the City to a total of 4,349 residential units. As such, Alternative 2 would be similar to the proposed project in meeting Project Objective 2.

3. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.

   Alternative 2 would facilitate compact new development and walkable neighborhoods in the City; however, at a similar scale compared to the proposed project. As such, Alternative 2 would be similar to the proposed project in meeting Project Objective 3.

4. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.

   Alternative 2 would facilitate changes in land use and development that reflect changes in the regional economy and promote land uses that transform now vacant or under-utilized sites at a similar scale compared to the proposed project. As such, the Alternative 2 would be similar to the proposed project in meeting Project Objective 4.

5. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.

   Alternative 2 would facilitate the provision of high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City at an increased scale compared to the proposed project due to the additional 89 housing units that are proposed. The increase in proposed housing units would increase the accommodation of a variety of housing types to meet the needs of all City residents. As such, Alternative 2 would be superior to the proposed project in meeting Project Objective 5.

6. Fulfill the intent of the voter approved Measure A, which approved the Cypress Town Center and Comments Specific Plan 2.0 (CTCC Specific Plan)

   Measure A, which approved the CTCC Specific Plan in June 2018, allowed for development of a town center, single-family, senior and multi-family housing, and public park space of portions of

the Los Alamitos Race Course, the former Cypress Golf Club, and an adjacent property. Under Alternative 2, the CTCC Specific Plan would remain unchanged and would be able to accommodate a total of 1,115 units, which is less than the total number of units that could be accommodated within the CTCC Specific Plan area with implementation of the proposed project. As such, the CTCC Specific Plan area would be developed with a town center and housing pursuant to Measure A. As such, Alternative 2 would be superior to the proposed project in meeting Project Objective 6.

5.5.3 Race Course Avoidance Alternative

5.5.3.1 Description

Under the Race Course Avoidance Alternative, opportunity sites within the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area, LASP area, and at the Katella Avenue opportunity site, would be included in the Race Course Avoidance Alternative as described under the proposed project.

Implementation of the Race Course Avoidance Alternative would remove approximately 56.5 acres of CTCC Specific Plan area from future development and would reduce the total number of housing units within the CTCC Specific Plan by approximately 560 units. Figure 5-2, below, illustrates the location and density of the opportunity sites within the CTCC Specific Plan area.

Overall, the Race Course Avoidance Alternative would accommodate an estimated 1,243 units within the CTCC Specific Plan area and approximately 1,754 housing units under the 2021–2029 Housing Element, approximately 560 units less than the proposed project. In addition to the 1,946 units already accommodated under existing zoning within the City, the proposed project would increase the residential development capacity in the City to a total of 3,700 housing units.

The Race Course Avoidance Alternative would update the current General Plan Land Use Element, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance to bring the General Plan and Zoning Ordinances into conformity with the City's recently adopted 2021–2029 Housing Element.

5.5.3.2 Environmental Analysis

Air Quality. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units on the opportunity sites identified within the CTCC Specific Plan, CBPC Specific Plan, and LASP areas while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by the Race Course Avoidance Alternative that could occur with implementation of the project would occur through the horizon year 2045, which would cause short-term emissions of criteria air pollutants, primarily thought the operation of construction equipment. Similar to the proposed project, with compliance with regulatory requirements (as specified in Regulatory Compliance Measures RCM AQ-1 through RCM AQ-4),



LSA

CTCC Specific Plan
CTCC Specific Plan Parcels
City Boundaries
Race Course Avoidance (56.46 acres)

Parcel Acreage in Race Course Avoidance
241-081-02 (41.55 acres)
241-221-19 (0.05 acres)
241-221-24 (14.80 acres)

Proposed Density
8 units/acre (13.69 acres in Race Course Avoidance)
10 units/acre (11.85 acres in Race Course Avoidance)
15 units/acre (21.03 acres in Race Course Avoidance)
18 units/acre
30 units/acre (0.54 acres in Race Course Avoidance)
Public Park (6.04 acres in Race Course Avoidance)
SCGC (3.30 acres in Race Course Avoidance)

0 150 300
FEET

SOURCE: Google (2022), City of Cypress (2021)

I:\CCP2201.01\GIS\Pro\Cypress Housing Element Implementation.aprx (1/25/2024)

FIGURE 5-2

Cypress Housing Element Implementation

Race Course Avoidance within Cypress Town Center and Commons (CTCC) Opportunity Sites

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operation of the Race Course Avoidance Alternative would result in a significant impact related to a cumulatively considerable net increase of any criteria pollutant for which the region is in nonattainment under an applicable federal or State ambient air quality standard. Further, implementation of the Race Course Avoidance Alternative would have the potential to conflict or obstruct implementation of applicable air quality plans under Indicator 1, similar to the proposed project, because the Race Course Avoidance Alternative would result in significant and unavoidable long-term operational pollutant emissions.

The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units on the opportunity sites, 560 fewer housing units as compared to the proposed project. As such, the operational air quality impacts associated with implementation of the Race Course Avoidance Alternative are anticipated to be less than the proposed project. As such, the Race Course Avoidance Alternative's impacts associated with air quality would be significant and unavoidable, and less than the proposed project.

Cultural Resources. Under the Race Course Avoidance Alternative, opportunity sites within the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan) would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area and LASP area, and the Katella Avenue opportunity site, would be included in the Race Course Avoidance Alternative as described under the proposed project.

Similar to the proposed project, the Race Course Avoidance Alternative is a programmatic update to the City's General Plan, LASP, CTCC Specific Plan, CBPC Specific Plan, and Zoning Ordinance and would not directly result in physical development. Consequently, the specific location and configuration of future development along Lincoln Avenue has not yet been determined and is not under consideration as part of the programmatic update. Similar to the proposed project, future development at the opportunity sites within the CTCC Specific Plan and along Lincoln Avenue would evaluate each development's treatment of the historically significant resources and ensure impacts are reduced to less than significant levels. Further, because the Race Course Avoidance Alternative would avoid key historic elements of the Los Alamitos Race Course, implementation of the alternative is not anticipated to impact any key historical resources within the CTCC Specific Plan area. Therefore, the Race Course Avoidance Alternative's impacts associated with cultural resources would be less than significant, and less than the proposed project.

Energy. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units on the opportunity sites identified within the CTCC Specific Plan, CBPC Specific Plan, and LASP areas while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by the Race Course Avoidance Alternative would cause fuel consumption associated with construction activities, primarily through the transport and use of construction equipment, delivery vehicles and haul trucks, and construction worker vehicles that would use petroleum fuels (e.g., diesel fuel and/or gasoline).

The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units on the opportunity sites, 560 fewer units than the proposed project. As such, the construction of the Race Course Avoidance Alternative would require less fuel use as compared to the proposed project. Construction of the proposed project would increase the annual construction generated fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and 0.1 percent for diesel fuel usage. As such, project construction would have a negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. As the Race Course Avoidance Alternative would result in the facilitation of 560 fewer housing units than the proposed project and the proposed project would result in a negligible increase in fuel consumption during construction (less than 1 percent), it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on fuel use in the County.

Similar to the proposed project, operational activities associated with the additional housing units facilitated by the Race Course Avoidance Alternative would result in energy demand associated with natural gas use, electricity consumption, and fuel used for vehicle trips. The Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the proposed project. As such, operational activities associated with the housing units facilitated by the Race Course Avoidance Alternative would be less than the proposed project. Operation of the proposed project would increase both the annual electricity and natural gas consumption in Orange County by approximately 0.1 percent. As the Race Course Avoidance Alternative would result in the facilitation of 560 fewer housing units than the project and the proposed project would result in a negligible increase (less than 1 percent) in electricity and natural gas consumption during operation as compared to the total consumption of Orange County, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on electricity and natural gas consumption in the County. Additionally, similar to the proposed project, implementation of the Race Course Avoidance Alternative would not result in the inefficient, wasteful, and unnecessary consumption of energy.

Overall, impacts associated with energy would be less than significant, and slightly less than the proposed project.

Greenhouse Gas Emissions. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites identified within the CTCC Specific Plan and CBPC Specific Plan areas and the LASP areas while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. Similar to the proposed project, construction activities associated with the construction of additional housing units facilitated by the Race Course Avoidance Alternative would cause short-term GHG emissions, primarily through the operation of construction equipment.

The Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units as compared to the proposed project. As such, the construction of the Race Course Avoidance Alternative would result in less short-term GHG emissions as compared to the proposed project. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and the proposed project would result in less than significant impacts relating to

greenhouse gas emissions during construction, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on fuel use in the County.

Similar to the proposed project, operational activities associated with the additional housing units would result in long-term GHG emissions associated with mobile (project generated vehicle trips), area, waste, water, and stationary sources as well as indirect emissions from sources associated with energy consumption. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and because the proposed project would result in per service population emissions of 2.8 MT CO_2e/yr/SP (which would be below the SCAQMD's plan-level screening threshold of 4.1 MT CO_2e/yr/SP), it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on operational greenhouse gas emissions.

In addition, similar to the proposed project, the Race Course Avoidance Alternative would be consistent with all project attributes in the 2022 Scoping Plan, including residential and mixed-use project attributes related to EV charging requirements, parking minimization requirements, and building electrification, and would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS, with implementation of Mitigation Measure MM GHG-1. Overall, the Race Course Avoidance Alternative's impacts associated with greenhouse gas emissions would be less than significant, and slightly less than the proposed project.

Land Use and Planning. Similar to the proposed project, implementation of the Race Course Avoidance Alternative would not physically divide an established community. Implementation of the Race Course Avoidance Alternative would facilitate the development of residential units in the City, creating neighborhoods and establishing connections between residential areas. Similar to the proposed project, the Race Course Avoidance Alternative would result in less than significant impacts associated with the division of an established community.

As described previously, under the Race Course Avoidance Alternative, opportunity sites within the CTCC Specific Plan area would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. Implementation of the Race Course Avoidance Alternative would remove approximately 56.5 acres of CTCC Specific Plan area from future development and would reduce the total number of housing units within the CTCC Specific Plan area by 560 units. All other proposed project elements, including the opportunity sites within the CBPC Specific Plan area, LASP area, and at the Katella Avenue opportunity site, would be included in the Race Course Avoidance Alternative as described under the proposed project.

With the necessary amendments to the LASP and the City's Zoning Ordinance, the Race Course Avoidance Alternative would be consistent with the City's General Plan, the City's Zoning Ordinance, the LASP, and the CTCC Specific Plan. In addition, the Race Course Avoidance Alternative would be consistent with the 2020–2045 RTP/SCS, similar to the proposed project.

Overall, the Race Course Avoidance Alternative's impacts to land use and planning would be less than significant and similar to the proposed project.

Noise. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites within the CTCC Specific Plan and CBPC Specific Plan areas and the LASP area while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. Implementation of the Race Course Avoidance Alternative would alter existing development patterns and increase residential density. Similar to the proposed project, these activities could result in the potential demolition of structures, construction, and site grading, the location of residential uses near stationary noise sources, as well as increased traffic generation. All these activities have the potential to increase ambient noise and vibration levels within the City of Cypress and to exceed acceptable noise standards.

The Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the proposed project. As such, the construction of the Race Course Avoidance Alternative would result in less short-term and long-term noise impacts as compared to the proposed project. As the Race Course Avoidance Alternative would facilitate 560 fewer housing units than the proposed project and because the proposed project would result in less than significant impacts relating to noise during construction and operation, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on ambient noise levels in the City. In addition, similar to the proposed project, implementation of the Race Course Avoidance Alternative would not generate excessive vibration as elevated vibration levels generated from associated traffic on the adjacent roadways would be unusual for on-road vehicles due to the rubber tires and suspension systems of on-road vehicles which provide vibration isolation.

Similar to the proposed project, according to the Land Use Plan for Joint Forces Training Base Los Alamitos (JFTB Los Alamitos) (Orange County Airport Land Use Commission 2017), the opportunity sites are not within the 60 A-weighted decibel community noise equivalent level (dBA CNEL) or 65 dBA CNEL noise contours for JFTB Los Alamitos and therefore, impacts related to noise would be less than significant.

Overall, the Race Course Avoidance Alternative's impacts associated with noise would be less than significant, and slightly less than the proposed project.

Population and Housing. According to the 2017 American Housing Survey (AHS), the average household size in structures that have 50 or more housing units (the highest housing density type evaluated in the AHS) in the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (MSA) was 1.99 persons. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units with a corresponding net increase of approximately 3,490 persons. Due to the decrease in the total number of housing units proposed under the Race Course Avoidance Alternative as compared to the proposed project (the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units), the Race Course Avoidance Alternative would increase the City's population by approximately 1,115 fewer persons than the anticipated population increase of 4,605 persons with implementation of the proposed project.

Similar to the proposed project, although the Race Course Avoidance Alternative would facilitate the development of new housing units in the City, this new residential development would not induce substantial unplanned population growth as the alternative is designed to meet the City's housing

need allocation of 3,936 units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City as evaluated in the SCAG RHNA. In addition, similar to the proposed project, the opportunity sites proposed under the Race Course Avoidance Alternative are located in urbanized settings with a full range of public services and utilities. As such, the Race Course Avoidance Alternative would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Therefore, the Race Course Avoidance Alternative's impacts associated with unplanned population growth would be less than significant and similar to the proposed project. No mitigation would be necessary.

Public Services. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites identified within the CTCC and CBPC Specific Plan areas and the LASP area while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. The Race Course Avoidance Alternative would result in a net increase of approximately 3,490 persons. Due to the decrease in the total number of housing units proposed under the Race Course Avoidance Alternative as compared to the proposed project (the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units), the Race Course Avoidance Alternative would increase the City's population by approximately 1,115 fewer persons than the anticipated population increase of 4,605 with implementation of the proposed project. As described further below, impacts to public services with implementation of the Race Course Avoidance Alternative would be less than significant, and slightly less than or similar to the proposed project.

Fire Protection Services. Each of the opportunity sites are surrounded by existing development and are located in areas of the City already served by OCFA. As discussed above, the OCFA currently serves over 1,984,758 residents from its 77 fire stations located throughout the County, including Fire Station No. 17 located within the City and Fire Station Nos. 2, 63, and 84 located nearby. The addition of 3,490 residents would increase the population served by 0.2 percent, similar to the proposed project. This increase in population served by OFCA is negligible and would not impact OCFA's ability to serve the City.

Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would be required to adhere to all OCFA requirements, including providing adequate fire flow/structure protection to the future development sites and providing adequate access for emergency vehicles. In addition, any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that fire service providers would be able to provide adequate fire protection through building design requirements and access. Further, similar to the proposed project, all future projects implemented in accordance with the Race Course Avoidance Alternative would be subject to additional CEQA review related to specific development applications. The Race Course Avoidance Alternative would also be required to comply with Regulatory Compliance Measure RCM PS-1, which requires coordination with OCFA during the developmental and CEQA review process to determine the appropriate development impact fees required in order to offset potential impact to OCFA staffing and service ability. However, implementation of the Race

Course Avoidance Alternative would facilitate the development of fewer homes compared to the proposed project, resulting in a smaller increase in population served by OFCA. Therefore, impacts on fire protection services would be less than significant and less than the proposed project.

Police Protection Services. CPD currently has 55 sworn personnel and in 2019, had an officer-to-resident ratio of 1.0 CPD officer per 1,000 residents. Since 2019, the officer-to-resident ratio has fluctuated around 1.0 CPD officer per 1,000 residents. In 2021, the City had a population of 49,926, increasing the officer-to-resident ratio to 1.1 CPD officer per 1,000 residents. The increase of 3,490 persons in the City as facilitated by the Race Course Avoidance Alternative would result in an officer-to-resident ratio of 1 CPD officer per 1,000 residents, which is consistent with the City's officer-to-resident ratio since 2019 and the proposed project. In addition, the Race Course Avoidance Alternative would likely result in a smaller increase in the number of calls to law enforcement within the City as compared to the proposed project due to the construction of 560 fewer housing units and CPD has confirmed that it anticipates hiring additional officers in order to adequately serve future population growth in the City, including the population increase associated with implementation of the housing element. Further, CPD has confirmed that it has adequate facilities to accommodate additional officers.

Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would be required to adhere to all applicable policies and codes related to the provision of police services. In addition, any future development projects would be required to obtain City approval of building plans prior to issuance of building permits and would be required to demonstrate during the development review process that law enforcement providers would be able to provide adequate police protection services. Further, the City's officer-to-resident ratio with implementation of the Race Course Avoidance Alternative would be the same as with implementation of the proposed project. Therefore, impacts on police protection services would be less than significant and less than the proposed project. No mitigation is required.

Schools. As discussed in Section 4.8, Public Services, the following student generation rates were used to evaluate potential impact on school capacity with implementation of the Race Course Avoidance Alternative:

- LAUSD and AUHSD
    - Elementary Schools: 0.5 elementary student per dwelling unit
    - Middle/High Schools: 0.2 student per dwelling unit
- CSD
    - 0.255 student per dwelling unit
- CESD
    - 0.32 student per dwelling unit

Implementation of the Race Course Avoidance Alternative would result in approximately 1,582 units in the CSD, 170 units in the CESD, 91 units in the LAUSD, and 1,582 units in the AUHSD. As compared to the proposed project, the number of housing units and corresponding increase in school aged children would remain the same within the CESD and LAUSD, while the number of housing units within the CSD and AUHSD would decrease by approximately 560 units.

Based on these generation factors, it is estimated that implementation of the Race Course Avoidance Alternative could generate approximately 474 elementary school students and 334 middle/high school students (refer to Table 5.D, Projected School Enrollment for the Race Course Avoidance Alternative), resulting in approximately 257 fewer students as compared to the proposed project.

Table 5.D: Projected School Enrollment for the Race Course Avoidance Alternative

Grade Levels	Student Generation Factor	Projected Enrollment
Cypress School District (CSD)	0.255 student/unit	403 students
Centralia Elementary School District (CESD)	0.32 student/unit	25 students
Los Alamitos Unified School District (LAUSD) (Elementary School)	0.5 student/unit	46 students
Los Alamitos Unified School District (LAUSD) (Middle/High School)	0.2 student/unit	18 students
Anaheim Union High School District (AUHSD) (Middle/High School)	0.2 student/unit	316 students
Total	--	**808 students**

Source: State of California, Office of Public School Construction. 2019. School Facility Program Handbook. January. Website: https://www.dgs.ca.gov/-/media/Divisions/OPSC/Services/Guides-and-Resources/SFP_Hdbk_ADA.ashx?la=en&hash=14D0F03EABD3AF437F3F4E2FDE1A602AFDFEE6C2 (Accessed May 23, 2023).
Cooperative Strategies. *Residential and Commercial/Industrial Development School Fee Justification Study, Cypress School District Table 5: Adjusted Student Generation Factors.* April 30, 2020.
Cooperative Strategies. *Developer Fee Justification Study, Centralia Elementary School District.* November 9, 2022.

Implementation of the Race Course Avoidance Alternative would facilitate the development of fewer residential units compared to the proposed project, resulting in a smaller increase in the population of school-aged children. Implementation of the Race Course Avoidance Alternative is expected to generate approximately the same number of students within the boundaries of the CESD and LAUSD as the proposed project. However, implementation of Race Course Avoidance Alternative would generate approximately 257 fewer students within the boundary of the CESD and AUHSD as compared to the proposed project due to the reduction of approximately 560 housing units within the CTCC Specific Plan area.

Similar to the proposed project, the increase in students projected as a result of project implementation would increase the demand for school facilities. However, future development allowed under the Race Course Avoidance Alternative would accommodate planned regional housing growth included in the SCAG RHNA, which is based on populations estimates for the City, including school-aged children. Therefore, although implementation of the Race Course Avoidance Alternative would facilitate an increase in demand for school facilities, this increase in demand is consistent with the increase in population of the City.

In addition, according to the AUHSD Facilities Master Plan Update, the AUHSD is experiencing an overall decline in enrollment of approximately 3,200 students through the 2025-2026 school year in the Cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton.[6] Further, 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. Similar to the proposed project, Regulatory Compliance Measure PS-1 requiring the Applicant/Developer to pay such fees to reduce any impacts of new residential development on school services as provided in Section 65995 of the California Government Code would be applicable to the Race Course Avoidance Alternative. With the AUHSD's projected decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that AUHSD would have sufficient capacity to accommodate new middle and high school level students generated with implementation of the Race Course Avoidance Alternative.

According to the Residential and Commercial/Industrial Development School Fee Justification Study performed for the CSD by Cooperative Strategies and dated April 30, 2020, the CSD is operating under capacity and has an additional 1,011 seats available for new students. The increase of 474 elementary level students under the Race Course Avoidance Alternative can be accommodated by the CSD's available capacity. In addition, with implementation of RCM PS-1 as described above, it is expected that CSD would have sufficient capacity to accommodate new elementary level students generated with implementation of the Race Course Avoidance Alternative. The fees would be collected by the AUHSD and shared equally with the CSD.

The CESD had been experiencing a decline in enrollment between the 2016–2017 school year and the 2020–2021 school year; however, since the 2020–2021 school year, the school district has been experiencing a small increase in enrollment. The number of residential units allowed under the Race Course Avoidance Alternative within the CESD boundary would be the same as under the proposed project. The Applicant/Developer of future residential development projects allowed under the Race Course Avoidance Alternative would be required to pay such 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 RCM PS-1). Although in recent years the CESD has experience as slight increase in enrollment, because of the district's historic decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that CESD would have sufficient capacity to accommodate elementary school level students generated with implementation of the Race Course Avoidance Alternative, similar to the proposed project.

The LAUSD has also been experiencing a decline in enrollment since the 2016–2017 school year. The residential units allowed under the Race Course Avoidance Alternative within the LAUSD boundary would generate approximately 46 new elementary level students and approximately 18 new middle/high school level students, for a total of 64 new students, the same as the proposed project. This increase in students can be accommodated by the LAUSD. In addition,

[6] Anaheim Union High School District (AUHSD). *Facilities Master Plan Update, 3.2 Planning Considerations; Enrollment Projections and Demographics.* 2022.

the Applicant/Developer of future residential development projects allowed under Race Course Avoidance Alternative would be required to pay such 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 RCM PS-1). With the LAUSD's continued pattern of decline in enrollment, and with payment of development impact fees on a project-by-project basis, it is expected that LAUSD would have sufficient capacity to accommodate new students generated with implementation of the Race Course Avoidance Alternative.

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 schools would be less than significant and slightly less than the proposed project.

Transportation. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites identified within the CTCC Specific Plan and CBPC Specific Plan areas and the LASP area while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. Similar to the proposed project, implementation of the Race Course Avoidance Alternative would increase the number of vehicle trips to and from the opportunity sites, potentially impacting the surrounding circulation system. Given that the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the proposed project, the construction of the Race Course Avoidance Alternative would result in less transportation impacts than the proposed project. LOS and VMT analyses performed for the proposed project indicated that the proposed project would not exceed significance thresholds established by the City of Cypress and County of Orange. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and the proposed project would result in less than significant impacts relating to transportation, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on transportation in the City. In addition, similar to the proposed project, compliance with the City's Municipal Code would address transportation design and emergency access associated with the Race Course Avoidance Alternative. In addition, similar to the proposed project, the Race Course Avoidance Alternative would not alter the existing circulation system in the City as any improvements needed to accommodate future residential units would be analyzed during site plan review and any circulation improvements such as driveway access and intersection controls would be implemented consistent with the City's Municipal Code.

Overall, the Race Course Avoidance Alternative's impacts associated with transportation would be less than significant, and slightly less than the proposed project.

Tribal Cultural Resources. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites identified within the CTCC Specific Plan and CBPC Specific Plan areas and the LASP area while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. During the CEQA environmental review process, Native American consultation was conducted in compliance with SB 18 and AB 52 for the proposed project. Because the Tribal outreach process for the proposed project yielded no knowledge of

significant Tribal resources, it can reasonably be assumed that the proposed project, as well as the Race Course Avoidance Alternative, would not cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074.

Similar to the proposed project, because future development of the Race Course Avoidance Alternative's opportunity sites could require excavation and other potentially disturbing aspects of construction into soils, there is a potential to uncover undiscovered tribal cultural resources during excavation, including human remains. Therefore, while unlikely, the presence of undiscovered subsurface tribal cultural resources is possible, and these resources could potentially be affected by construction activities. As a result, similar to the proposed project, impacts to tribal cultural resources with implementation of the Race Course Avoidance Alternative are potentially significant without mitigation. Similar to the proposed project, the Race Course Avoidance Alternative would be required to comply with Regulatory Compliance Measures RCMs CUL-1 and CUL-2 in order to reduce potential impacts to previously undiscovered archaeological resources and human remains.

With the incorporation of Regulatory Compliance Measures RCMs CUL-1 and CUL-2, potential impacts to unknown tribal cultural resources with implementation of the Race Course Avoidance Alternative would be less than significant, and similar to the proposed project.

Utilities and Service Systems. The Race Course Avoidance Alternative would facilitate the development of up to 1,754 housing units at the opportunity sites identified within the CTCC and CBPC Specific Plan areas and the LASP area while avoiding key elements of the historic Los Alamitos Race Course within the CTCC Specific Plan area. The Race Course Avoidance Alternative would result in a net increase of approximately 3,490 persons. Due to the decrease in the total number of housing units proposed under the Race Course Avoidance Alternative as compared to the proposed project (the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units), the Race Course Avoidance Alternative would increase the City's population by approximately 1,115 fewer persons than the anticipated population increase of 4,605 with implementation of the proposed project.

Water. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would result in an increase in water demand at the opportunity sites. The GSWC West Orange Service Area 2020 UWMP states that in 2045, annual water use in its service area is expected to be 15,759 acre-feet and total water supplies available would be 23,645 acre-feet. According to CalEEMod projections, the proposed project would result in approximately 86,834,354 gallons per year (gpy) or 267 afy of indoor water use and account for 1.7 percent of the estimated water demand and 1.1 percent of the total available water supplies in the service area for 2045. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and the proposed project would result in less than significant impacts relating to water usage, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on water usage in the City.

Additionally, similar to the proposed project, some of the units facilitated by the Race Course Avoidance Alternative would replace existing urban uses that currently use water, and all future projects would be required to demonstrate that existing public utilities would be sufficient to

serve the future projects' needs as part of their specific environmental review process. As such, the Race Course Avoidance Alternative's impacts would be less than significant and slightly less than the proposed project.

Wastewater. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would result in an increase in wastewater generation at the opportunity sites. The OCSD, which is responsible for the provision of wastewater treatment facilities at the opportunity sites, has a capacity of treating 180 million gallons of wastewater per day from residential, commercial, and industrial sources at two plants: Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach. Reclamation Plant No. 1 has a primary treatment capacity of 208 mgd, and is running under capacity at approximately 120 mgd Reclamation Plant No. 2 has a primary treatment capacity of 168 mgd and currently receives 59 mgd. The proposed project is anticipated to generate approximately 240 acre-feet of wastewater annually, or 214,116 gallons of wastewater per day. This accounts for 0.11 percent of OCSD's daily capacity, 0.10 percent of the current capacity of Reclamation Plant No. 1, and 0.13 percent of the current capacity of Reclamation Plant No. 2. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and the proposed project would result in less than significant impacts relating to wastewater generation, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on wastewater collection in the City.

Additionally, similar to the proposed project, some of the units facilitated by the Race Course Avoidance Alternative would replace existing urban uses that currently generate wastewater and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. As such, impacts would be less than significant and slightly less than the proposed project. No mitigation is required.

Stormwater/Drainage. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative which would disturb more than 1 acre of soil would comply with the requirements of the Construction General Permit and would include the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would include construction BMPs to control and direct on-site surface runoff and would include detention facilities, if required, to ensure that stormwater runoff from the construction site would not exceed the capacity of the stormwater drainage systems. If applicable, a SWPPP would also detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. If a project would disturb less than 1 acre of soil, it would be subject to the requirements of Section 5.106 of the 2022 California Green Building Standards Code (CALGreen Code) requires projects that disturb less than 1 acre of soil and that are not part of a larger common plan to comply with the local municipal code and/or implement a combination of erosion and sediment control and good housekeeping BMPs to prevent pollution of stormwater runoff during construction activities.

Similar to the proposed project, the new development allowed under the Race Course Avoidance Alternative would also comply with the Orange County MS4 Permit, which requires the preparation of a Final WQMP and implementation of operational BMPs to target and reduce pollutants of concern in stormwater runoff from project sites. Compliance with the Orange County MS4 Permit would reduce operational impacts related to surface water quality standards, waste discharge requirements, and/or degradation of water quality to a less than significant level, and no mitigation is required.

Additionally, some of the units would replace existing urban uses that currently contribute to stormwater flows, similar to the proposed project. Any future projects implemented in accordance with the Race Course Avoidance Alternative would be required to adhere to the General Plan, provide required development impact fees, and comply with applicable development regulations pertaining to stormwater drainage. As a part of the development review process, all future projects would also be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs. As such, the Race Course Avoidance Alternative would not require the relocation or construction of new or expanded stormwater facilities or infrastructure. The Race Course Avoidance Alternative's impacts would be less than significant and similar to the proposed project. No mitigation is required.

Electric Power. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would result in an increase in electricity use at the opportunity sites. The City is within the service territory of Southern California Edison (SCE), which provides services through a grid of transmission lines and related facilities. According to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 81,129 GWh. Total electricity consumption in Orange County in 2021 was 18,932 GWh (7,272 GWh for the residential sector and 11,660 GWh for the non-residential sector). Based on the CalEEMod outputs for the proposed project, the estimated electricity demand associated with the operation of the new residential development allowed under the proposed project is approximately 8,482,740 kilowatt-hours (kWh) per year, and approximately 0.01 and 0.04 percent of the annual electricity consumption in the SEC service area and Orange County, respectively. As the Race Course Avoidance Alternative would result in the facilitation of 560 less housing units as compared to the project and the proposed project would result in less than significant impacts relating to electricity consumption, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on electricity consumption in the City.

Additionally, similar to the proposed project, some of the housing units facilitated by the Race Course Avoidance Alternative would replace existing urban uses that currently use electricity, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. As such, the Race Course Avoidance Alternative's impacts would be less than significant and slightly less than the proposed project. No mitigation is required.

Natural Gas. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would result in an increase in natural gas use at the opportunity sites. The City is within the service territory of Southern California Gas Company

(SoCalGas). According to the CEC, total natural gas consumption in the SoCalGas service area in 2021 was 5,101 million therms (2,261 million therms for the residential sector and 937 million therms for the commercial sector) and total natural gas consumption in Orange County in 2021 was 580 million therms (362 million therms for the residential sector and 218 therms for the non-residential sector). Based on the CalEEMod outputs for the proposed project, the estimated potential increase in natural gas demand at the opportunity sites is anticipated to be approximately 25,701,324 kBTU per year, approximately 257,075 therms per year, and approximately 0.005 and 0.04 percent of the annual natural gas consumption in the SoCalGas service area and Orange County, respectively. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and the proposed project would result in less than significant impacts relating to natural gas consumption, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on natural gas consumption in the City.

Additionally, similar to the proposed project, some of the housing units facilitated by the Race Course Avoidance Alternative would replace existing urban uses that currently use natural gas, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. As such, the Race Course Avoidance Alternative's impacts would be less than significant and slightly less than the proposed project. No mitigation is required.

Telecommunication Facilities. Telephone, television, and internet services are offered by a variety of providers in the City. Similar to the proposed project, any future projects that would be developed in accordance with the Race Course Avoidance Alternative would be responsible for constructing adequate tele-communication facility extensions on their respective project sites. The construction and expansion 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 Race Course Avoidance Alternative's impacts associated with the relocation or construction of new or expanded telecommunication facilities and impacts would be less than significant and similar to the proposed project. No mitigation is required.

Solid Waste. Similar to the proposed project, any future projects implemented in accordance with the Race Course Avoidance Alternative would result in an increase in solid waste generation at the opportunity sites. Currently, OCWR, which provides solid waste disposal at the opportunity sites, maintains and operates three Class III sanitary landfills including the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill. According to CalEEMod calculations, the future residential developments facilitated by the proposed project would generate approximately 1,711 tons of solid waste per year and represents 0.04 percent, 0.06 percent, and 0.1 percent of the daily permitted tonnage of the Frank R. Bowerman Landfill, Olinda Alpha Landfill, and Prima Deshecha Landfill, respectively. As the Race Course Avoidance Alternative would facilitate the development of 560 fewer housing units than the project and

the proposed project would result in less than significant impacts relating to solid waste generation, it is reasonable to assume that construction of the Race Course Avoidance Alternative would also result in less than significant impacts on solid waste collection in the City.

Additionally, similar to the proposed project, some of the housing units facilitated by the Race Course Avoidance Alternative would replace existing urban uses that currently generate solid waste, and all future projects would be required to demonstrate that existing public utilities would be sufficient to serve the future projects' needs as part of their specific environmental review process. As such, the Race Course Avoidance Alternative's impacts would be less than significant and less than the proposed project.

5.5.3.3 Overview of Potential Impact/Comparison to Proposed Project

The Race Course Avoidance Alternative would accommodate up to 1,754 housing units, 560 less than the proposed project. Environmental impacts associated with implementation of the Race Course Avoidance Alternative on air quality, cultural resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, transportation, and utilities and service systems would be similar or slightly less than the proposed project. In addition, the significant and unavoidable impacts on air quality would still occur.

5.5.3.4 Attainment of Project Objectives

The Race Course Avoidance Alternative would either not meet project objectives or be inferior to the proposed project in meeting the project objectives. The attainment of project objectives is discussed further below.

1. Provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance.

   The Race Course Avoidance Alternative would not provide consistency between the 2021–2029 Housing Element, the City's General Plan, the LASP, the CTCC Specific Plan, the CBPC Specific Plan, and the City's Zoning Ordinance as the alternative would not implement either of the alternatives identified in the 2021–2029 Housing Element to the full extent. In addition, implementation of the Race Course Avoidance Alternative would not meet the City's RHNA requirement of 3,936 housing units. As such, the Reduced Intensity Alternative would not meet Project Objective 1.

2. Meet the City's housing needs as identified in the Regional Housing Needs Assessment Requirement (3,936 new housing units).

   The Race Course Avoidance Alternative would not meet the City's housing needs as identified in the RHNA requirement (3,936 new housing units) as the alternative would only facilitate the development of up to 1,754 residential units at the opportunity sites. In addition to the 1,946 units already accommodated under existing zoning within the City, implementation of the Race Course Avoidance Alternative would increase the residential development capacity in the City to a total of 3,700 housing units. This would be 236 units less than the RHNA requirement of 3,936 housing units. As such, the Race Course Avoidance Alternative would not meet Project Objective 2.

3. Implement sustainable planning and development practices by creating compact new developments and walkable neighborhoods to minimize the City's contribution to greenhouse gas emissions (GHGs) and energy usage.

   The Race Course Avoidance Alternative would facilitate compact new development and walkable neighborhoods in the City; however, it would do so at a reduced scale compared to the proposed project. The reduction in housing units would decrease the extent of the compact new developments and walkable neighborhoods. As such, the Race Course Avoidance Alternative would be inferior to the proposed project in meeting Project Objective 3.

4. Promote changes in land use and development that reflect changes in the regional economy. Promote land uses that transform now-vacant or under-utilized sites.

   The Race Course Avoidance Alternative would facilitate changes in land use and development that reflect changes in the regional economy and promote land uses that transform now vacant or under-utilized sites; however, it would do so at a reduced scale compared to the proposed project because some of the opportunity sites would not be redeveloped. The reduction in housing units would decrease the extent of the land use changes. As such, the Race Course Avoidance Alternative would be inferior to the proposed project in meeting Project Objective 4.

5. Provide high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City.

   The Race Course Avoidance Alternative would facilitate the provision of high-quality housing in a variety of forms, sizes, and densities to serve the diverse population of the City; however, it would do so at a reduced scale compared to the proposed project. The reduction in housing units would decrease the accommodation of a variety of housing types to meet the needs of all City residents. As such, the Race Course Avoidance Alternative would be inferior to the proposed project in meeting Project Objective 5.

6. Fulfill the intent of the voter approved Measure A, which approved the Cypress Town Center and Comments Specific Plan 2.0 (CTCC Specific Plan)

   Measure A, which approved the CTCC Specific Plan in June 2018, allowed for development of a town center, single-family, senior and multi-family housing, and public park space of portions of the Los Alamitos Race Course, the former Cypress Golf Club, and an adjacent property. Under the Race Course Avoidance Alternative, opportunity sites within the Cypress Town Center and Commons (CTCC) Specific Plan 2.0 would be modified to avoid and preserve in place key components of the Los Alamitos Race Course, including the track, grandstands, and race course entry. Implementation of the Race Course Avoidance Alternative would remove approximately 56.5 acres of CTCC Specific Plan area from future development and would reduce the total number of housing units within the CTCC Specific Plan are by approximately 560 units. As such, although the CTCC Specific Plan area would be developed with a town center and housing pursuant to Measure A, it would be at a reduced scale as compared to the proposed project. As such, the Race Course Avoidance Alternative would not meet Project Objective 6 because the CTCC Specific Plan as approved by the voters would not be implemented.

5.6 IDENTIFICATION OF ENVIRONMENTALLY SUPERIOR ALTERNATIVE

CEQA requires the identification of an Environmentally Superior Alternative among the proposed project and the alternatives evaluated in an EIR. *State CEQA Guidelines* Section 15126.6(e)(2) provides that, if the No Project Alternative is the Environmentally Superior Alternative, then the EIR shall also identify an Environmentally Superior Alternative among the other alternatives and the proposed project. Table 5.E provides, in summary format, a comparison of the level of impacts of each alternative to the proposed project.

The No Project Alternative would have the least impact on the environment as the opportunity sites would remain in their existing conditions and would thereby avoid most of the proposed project's environmental impacts. However, the No Project Alternative would not provide accommodation for the City's RHNA allocation and the City would not be able to meet its housing obligations as defined by the State RHNA allocations. Because local jurisdictions are required by State law (Government Code Section 65580 et seq.) to plan for their fair share of projected housing construction needs in their region and implementation of the No Project Alternative would not meet this requirement, a No Project Alternative was considered and rejected by the City of Cypress. In addition, the No Project Alternative cannot be the only Environmentally Superior Alternative. As such, the EIR shall also identify the proposed project or one of the other alternatives as the Environmentally Superior Alternative.

As shown in Table 5.E, below, all impacts under the Reduced Intensity Alternative would be similar to or less than the proposed project. The Reduced Intensity Alternative would result in reduced impacts on the environment because the opportunity sites would be developed at a reduced density, thereby reducing most of the proposed project's environmental impacts. However, the Reduced Intensity Alternative would either not meet the project objectives or meet them to a lesser extent than the proposed project. Most notably, the Reduced Intensity Alternative would not meet the RHNA requirement of 3,936 housing units as required by State law (Government Code Section 65580 et seq.).

In addition, as shown in Table 5.E, below, all impacts under the Race Course Avoidance Alternative would be similar to or less than the proposed project. The Race Course Avoidance Alternative would result in reduced impacts on the environment because the opportunity sites within the CTCC would be developed at a reduced density in order to preserve the key historic elements of the Los Alamitos Race Course, thereby reducing most of the proposed project's environmental impacts. However, the Race Course Avoidance Alternative would either not meet the project objectives or meet them to a lesser extent than the proposed project. Most notably, the Race Course Avoidance Alternative would not fulfill the intent of the voter approved Measure A, which approved the CTCC Specific Plan.

As such, the proposed project is the Environmentally Superior Alternative. With the exception of air quality, implementation of the proposed project would result in less than significant impacts on the environmental impact areas analyzed in this PEIR. In contrast, implementation of Alternative 2 would result in similar significant and unavoidable impacts on air quality, and greater environmental impacts associated with energy, greenhouse gas emissions, noise, population and housing, public services, tribal cultural resources, transportation, and utilities and service systems.

Table 5.E: Comparison of the Environmental Impacts of the Proposed Project and Project Alternatives

Impact Area	Proposed Project Impact with Mitigation (if any)	Reduced Intensity Alternative	Alternative 2: Lincoln Avenue Specific Plan Mixed Density	Race Course Avoidance Alternative
Air Quality	Significant and Unavoidable	Less[2]	Similar[2]	Less[2]
Cultural Resources	Less Than Significant	Less	Similar	Less
Energy	Less Than Significant	Less	Greater	Less
Greenhouse Gas Emissions	Less Than Significant[1]	Less[1]	Greater[1]	Less[1]
Land Use and Planning	Less Than Significant	Similar	Similar	Similar
Noise	Less Than Significant	Less	Greater	Less
Population and Housing	Less than Significant	Less	Greater	Less
Public Services	Less than Significant	Less	Similar/Greater	Less
Tribal Cultural Resources	Less than Significant	Similar	Similar	Similar
Transportation	Less Than Significant	Less	Greater	Less
Utilities and Service Systems	Less than Significant	Less	Similar/Greater	Less

Source: LSA (2024).

[1] Mitigation identified.

[2] Impacts would continue to be significant and unavoidable, however overall impacts would be less than the proposed project.

Further, implementation of the proposed project would meet all of the identified project objectives, including meeting the City's RHNA requirement of 3,936 housing units as required by State law (Government Code Section 65580 et seq.). Accordingly, it is determined that the proposed project is the Environmentally Superior Alternative because implementation would result in the least environmental impacts while meeting all of the project's objectives.

6.0 OTHER CEQA CONSIDERATIONS

Section 15126.2(c) of the *State CEQA Guidelines* requires that an Environmental Impact Report (EIR) describe any significant impacts that cannot be avoided in all phases of a project, including: planning, acquisition, development, and operation. This chapter discusses these CEQA considerations associated with the implementation of the proposed 2021–2029 Cypress Housing Element Implementation Project (proposed project). Specifically, Section 15126.2(c) states that an EIR shall:

> "Describe any significant impacts, including those which can be mitigated but not reduced to a level of insignificance. Where there are impacts that cannot be alleviated without imposing an alternative design, their implications and the reasons why the project is being proposed, notwithstanding their effect, should be described."

According to Section 15126 of the *State CEQA Guidelines*, an EIR must include the following as part of its analysis, as addressed in this chapter:

1. Significant short- and long-term environmental effects associated with project implementation (Section 6.1, Short-and Long-Term Implications);

2. Significant environmental effects due to wasteful, inefficient, or unnecessary consumption use of energy, or wasteful use of energy resources (Section 6.2, Energy Impacts);

3. Significant environmental effects that cannot be avoided if the proposed project is implemented (Section 6.3, Summary of Significant Unavoidable Impacts);

4. Significant irreversible environmental changes that would result from implementation of the proposed project (Section 6.4, Significant Irreversible Environmental Changes); and

5. Growth-inducing impacts resulting from implementation of the proposed project (Section 6.5, Growth-Inducing Impacts).

6.1 SHORT-AND LONG-TERM IMPLICATIONS

Section 15126.2(a) of the *State CEQA Guidelines* requires that an EIR identify and focus on the significant effects of the proposed project on the environment. Specifically, Section 15126.2(a) states that an EIR shall:

Direct and indirect significant effects of the project on the environment shall be clearly identified and described, giving due consideration to both the short-term and long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, the human use of the land (including commercial and residential development), health and safety problems caused by the physical changes, and other aspects of the resource base such as water, historical resources, scenic quality, and public services. The EIR shall also analyze any

significant environmental effects the project might cause or risk exacerbating by bringing development and people into the area affected.

The proposed project involves the approval of updates to the City of Cypress' (City) General Plan Land Use Element, the Lincoln Avenue Specific Plan (LASP), the Cypress Town Center and Commons Specific Plan 2.0 (CTCC Specific Plan), the Cypress Business and Professional Center Specific Plan (CBPC Specific Plan), and the Zoning Ordinance. The updates to each document would function to ensure consistency with the 2021–2029 City of Cypress General Plan Housing Element Update and establish the necessary zoning and land use designations in order to accommodate all 3,936 housing units allocated by the Southern California Association of Governments' (SCAG) Regional Housing Needs Assessment (RHNA) to the City for its 6th Cycle Planning Period.

Although the project proposes these updates, future project-specific design details facilitated by approval of these updates are unknown at this time. The proposed project involves the adoption of citywide programmatic policy documents; future project-specific actions would be subject to further environmental review and the regulations contained in the adopted General Plan.

The proposed project would not include any physical changes or alterations to ecological systems. The proposed project would induce changes in population distribution, population concentration, and the human use of land due to the residential zoning overlays that would allow for denser housing on the opportunity sites. However, the proposed project itself would not result in any new or expanded development. Although the proposed project would indirectly bring potential development or population into the City, the proposed project would not result in any significant environmental impacts because future development allowed under the proposed zoning and land use changes would accommodate planned regional housing growth included in the SCAG RHNA. The proposed project would not include or facilitate any new physical improvements or development. Therefore, implementation of the proposed project would not create potential short-term or long-term direct or indirect significant effects.

6.2 ENERGY IMPACTS

According to Section 15126.2(b) of the *State CEQA Guidelines*, "[i]f analysis of the project's energy use reveals that the project may result in significant environmental effects due to wasteful, inefficient, or unnecessary consumption use of energy, or wasteful use of energy resources, the EIR shall mitigate that energy use."

As described in Section 4.3, Energy, the proposed project would result in less than significant impacts related to energy use.

The proposed project would not, in and of itself entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Construction activities associated with the development of additional housing units could occur through the horizon year 2045, which would cause short-term emissions of criteria air pollutants. Transportation energy represents the largest energy use during construction and would occur from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction worker vehicles that would use petroleum fuels (e.g., diesel fuel and/or gasoline). Project construction would have a

negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to Orange County's overall use of the State's available energy resources. In addition, compliance with State regulations would reduce the inefficient, wasteful, or unnecessary consumption of energy.

Operational activities associated with the additional housing units would result in energy demand associated with natural gas use, electricity consumption, and fuel used for vehicle trips. Operation of the proposed project would negligibly increase the annual natural gas consumption in Orange County by approximately 0.1 percent. Further, operation of the proposed project would negligibly increase the annual electricity consumption in Orange County by 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. Vehicle trips associated with the proposed project would increase the annual fuel use in Orange County by approximately 0.1 percent for gasoline fuel usage and approximately 0.1 percent for diesel fuel usage. 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.

The text changes in the General Plan Land Use Element would not facilitate or entitle any physical development that would result in energy impacts. The text changes to the Zoning Ordinance would ensure compliance with new state laws and resolve potential inconsistencies resulting from adoption of the 2021–2029 Housing Element. The text changes to the three relevant Specific Plans (the LASP, the CBPC Specific Plan, and the CTCC Specific Plan) also represent a planning action intended to ensure consistency with the changes to other relevant City planning documents. The aforementioned changes would not facilitate or entitle any physical development that would result in energy impacts. Therefore, impacts to energy would be less than significant, and no mitigation is required.

6.3 SUMMARY OF SIGNIFICANT UNAVOIDABLE IMPACTS

The Executive Summary of this document (Chapter 1.0) contains a detailed summary that identifies the proposed project's environmental impacts as compared to existing conditions, proposed mitigation measures, and the level of significance of any impacts after mitigation. The following is a summary of impacts considered significant, adverse, and unavoidable after all mitigation is applied. These impacts are also described in detail in Chapter 4.0, Existing Environmental Setting, Environmental Analysis, Impacts, and Mitigation Measures.

6.3.1 Conflict with Applicable Air Quality Plan

Given that the proposed project would result in long-term operational pollutant emissions that would violate Indicator 1 of consistency with the 2022 Air Quality Management Plan (AQMP), the project would result in a significant and unavoidable impact by conflicting with or obstructing implementation of an applicable air quality plan. Mitigation is proposed to require the implementation of all feasible measures to reduce operational impacts associated with the proposed project, but there is no feasible mitigation to reduce operational pollutant emissions to a less than significant level. Therefore, impacts to air quality would remain significant and unavoidable.

6.3.2 Criteria Pollutant Net Increase in Nonattainment Region

Given that the proposed project would enable future development projects that may exceed South Coast Air Quality Management District (SCAQMD) thresholds, the project would result in a significant and unavoidable impact by causing a cumulatively considerable net increase of a criteria pollutant or which the project region is nonattainment under an applicable federal or state ambient air quality standard. Mitigation is proposed to reduce criteria air pollutant emissions generated during operational activities associated with the proposed project. However, there is currently not enough information to quantify emissions of specific project development that may occur under the proposed project. Without quantification to guarantee a less than significant finding, future development projects may still exceed the SCAQMD regional significance thresholds, and project impacts would remain significant and unavoidable.

6.4 SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Section 15126.2 (d) of the *State CEQA Guidelines* requires that an EIR consider and discuss significant irreversible changes that would be caused by implementation of the proposed project. Specifically, Section 15126.2 (d) states:

> "Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."

Generally, a project would result in significant irreversible environmental changes if the proposed consumption of resources is not justified, if the project would involve a large commitment of nonrenewable resources, or if the project would involve uses in which irreversible damage could result from any potential environmental accidents associated with the project.

The proposed Specific Plan, General Plan, and Zoning Ordinance amendments are considered planning/policy actions and do not include or facilitate any physical improvements or development. The commitment of limited, slowly renewable, and nonrenewable resources required for construction and operation of future development would limit the availability of these resources for future generations or for other uses during the life of the project. However, the proposed project would not result in an irreversible commitment of these resources, as the proposed project would not, in itself, result in any direct physical improvements or development. Therefore, the proposed project would not result in a commitment of limited, slowly renewable, and nonrenewable resources, and thus, would not result in significant irreversible changes.

6.5 GROWTH-INDUCING IMPACTS

Sections 15126(d) and 15126.2(e) of the *State CEQA Guidelines* require that an EIR analyze growth-inducing impacts and discuss the ways in which a proposed project could foster economic or

population growth or construction of additional housing, either directly or indirectly, in the surrounding environment. This section examines ways in which the proposed project could foster economic or population growth, or the construction of additional housing either directly or indirectly in the surrounding environment. *State CEQA Guidelines* Section 15126.2(d) also requires a discussion of the characteristics of projects that may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. To address these issues, potential growth-inducing effects were examined through analysis of the following questions:

- Would the project remove obstacles to, or otherwise foster, population growth (e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development)?
- Would the project foster economic growth?
- Would approval of the project involve some characteristic that may encourage and facilitate other activities that could significantly affect the environment?

Growth-inducing effects are not to be construed as necessarily beneficial, detrimental, or of little significance to the environment (*State CEQA Guidelines*, Section 15126.2(e)). This issue is presented to provide additional information on ways in which the proposed project could contribute to significant changes in the environment beyond the direct consequences of developing the proposed land uses as described in earlier sections of this Draft Program EIR (PEIR).

6.5.1 Removal of Obstacles to, or Otherwise Foster, Population Growth

Approval of the amendments to the City's General Plan Land Use Element, relevant Specific Plans, and Zoning Ordinance/Zoning Map are considered policy/planning actions and do not include or facilitate any physical improvements or development. The proposed zoning changes would allow for the development of residential uses on the opportunity sites. Future development that would be built in accordance with these amendments would be designed to meet the City's housing need allocation for the planning period between 2021 and 2029 of 3,936 housing units as determined by the SCAG RHNA. As such, the proposed project is consistent with planned regional housing growth and planned population growth of the City. Future residential uses would replace existing land uses and not would not induce additional growth or require the extension of roads or other infrastructure because the roads and infrastructure are already in place with adequate capacity to serve the opportunity sites. Therefore, the proposed project would not cause indirect substantial unplanned population growth through the extension of roads and other infrastructure. Impacts associated with unplanned population growth, directly or indirectly, would be less than significant and no mitigation would be necessary.

6.5.2 Foster Economic Growth

The proposed project seeks to establish consistency between the City's 2021–2029 General Plan Housing Element Update and other applicable land use documents. Under this new Housing Element, the City identifies opportunity sites with the potential to accommodate the City's unaccommodated housing need of 1,990 housing units in order to meet its RHNA allocation of 3,936

housing units. As discussed in Section 4.7.3.3, Regional Regulations, in Section 4.7, Population and Housing, of this Draft PEIR, the 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), from which the RHNA is derived, takes into account demographic and economic changes that have occurred since the adoption of the 2016–2040 RTP/SCS. As a result, at least some degree of economic growth has already been accounted for by the 2020–2045 RTP/SCS and RHNA. Therefore, the land use changes included under the proposed project would represent a response to the City's economic growth rather than a source of it.

Modest economic growth could be expected from the proposed project's updated high-density residential zoning along the Lincoln Avenue Corridor because it would allow for residential occupation within walking distance of existing commercial retail establishments. As discussed in Table 4.5.D, Lincoln Avenue Specific Plan Consistency Analysis, in Section 4.5, Land Use and Planning, this close proximity would encourage walkability within the area and could therefore provide the retail establishments with an expanded consumer base and potentially increase commercial activity along the corridor. However, this increased commercial activity would not be substantial enough to warrant a significant change in economic growth. As a result, the proposed project is not considered to foster economic growth, and therefore, the proposed project would not result in any economic growth-inducing impacts.

6.5.3 Other Characteristics

Approval of the proposed project would not involve any characteristics that may encourage and facilitate other activities that could significantly affect the environment.

7.0 MITIGATION MONITORING AND REPORTING PROGRAM

7.1 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, 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.

7.2 MITIGATION MONITORING PROCEDURES

The mitigation monitoring and reporting program for the proposed 2021–2029 Cypress Housing Element Implementation 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 (City), as the Lead Agency, to ensure that all mitigation measures adopted as part of the proposed project will be carried out as described in the Final Program Environmental Impact Report (PEIR).

Table 7.A sets forth the proposed mitigation monitoring and reporting program. It lists each of the mitigation measures specified in this Draft EIR and identifies the party or parties responsible for implementation and monitoring of each measure.

7.3 REGULATORY COMPLIANCE MONITORING PROCEDURES

Table 7.B lists all regulatory compliance measures associated with the proposed project as specified in the Initial Study (provided in Appendix B of this Draft PEIR) and describes the requirements and procedures to be followed by the City to ensure that all standard conditions will be carried out as described in this Draft PEIR.

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
4.1: Air Quality					
MM AQ-1: Prior to issuance of building permits, the City of Cypress shall identify project design details and specifications, where feasible, to document implementation and compliance with the following emission reduction measures. Implementation of the following measures, where applicable, are considered to be applicable, feasible, and effective in reducing criteria pollutant emissions generated by the project: • All Project Applicants shall incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) at the proposed residential uses to minimize the potential impacts of air pollution on sensitive receptors. • All Project Applicants shall incorporate fuel-efficient heating equipment and other appliances, such as water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces, boiler units, and low or zero-emitting architectural coatings. Utilize only Energy Star heating, cooling, and lighting devices, and appliances. • All Project Applicants shall utilize energy-efficient design features, including appropriate site orientation, use of lighter color roofing and building materials, and use of deciduous shade trees and windbreak trees to reduce fuel consumption for heating and cooling. • All Project Applicants shall provide Class I and Class II bicycle parking/storage facilities on site. Bicycle parking facilities should be near destination points and easy to find. At least one bicycle parking space for every 20 vehicle parking spaces should be provided. • All Project Applicants shall provide building access and paths which are physically separated from street parking lot traffic and that eliminate physical barriers such as walls, berms, landscaping and slopes that impede the use of pedestrians, bicycle facilities, or public transportation vehicles.		City of Cypress / Project Applicant			

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
• Where feasible, Project Applicants shall link cul-de-sacs and dead-end streets to encourage pedestrian and bicycle travel. • Where feasible, Project Applicants shall provide traffic reduction modifications to Project roads, such as: narrower streets, speed platforms, bulb-outs, and intersection modifications designed to reduce vehicle speeds and to encourage pedestrian and bicycle travel. • All Project Applicants shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees, residents, or visitors. • All Project Applicants shall display bike route maps, bus schedules, and any other transportation information such as carpooling and car sharing. • All Project Applicants shall provide preferential parking spaces near the entrance of buildings for those who carpool/ vanpool/rideshare and provide signage. • Project Applicants shall install 240-volt electrical outlets or Level 3 chargers in parking lots that would enable charging of neighborhood electric vehicles (NEVs) and/or battery powered vehicles. • Project Applicants shall maximize the planting of trees in landscaping and parking lots. • Project Applicants shall use light-colored paving and roofing materials.					
4.4: Greenhouse Gas Emissions					
MM GHG-1: Prior to discretionary approval by the City of Cypress for residential development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project-related greenhouse gas (GHG) impacts to the City of Cypress for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (SCAQMD) methodology. If project-related GHG emissions exceed applicable SCAQMD thresholds of		Project Applicant			

Table 7.A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Milestone	Responsible Party	Verification of Compliance		
			Initials	Date	Remarks
significance and/or Statewide GHG reduction targets, the City of Cypress shall require that applicants for new development projects incorporate mitigation measures to reduce GHG emissions. Mitigation measures could include, but are not limited, to energy efficiency measures, water conservation and efficiency measures, solid waste measures, and transportation and motor vehicles measures. The identified measures shall be included as part of the conditions of approval.					

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.1: Air Quality						
RCM AQ-1	**Emission Reduction Measures**. During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventative measures by using the following procedures, in compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 during construction. The applicable Rule 403 measures are as follows: • Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more). • Water active sites at least twice 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. • Pave construction access roads at least 100 feet (30 meters) onto the site from the main road. • Reduce traffic speeds on all unpaved roads to 15 miles per hour or less.		Project Applicant			
RCM AQ-2	**Material Hauling.** All trucks that are to haul excavated or graded material shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
RCM AQ-3	**Construction Painting.** Prior to approval of future project plans and specifications, the City of Cypress shall confirm that the construction bid packages specify: • Contractors shall use high-volume low-pressure paint applicators with a minimum transfer efficiency of at least 50 percent; • Coatings and solvents that will be utilized have a volatile organic compound content lower than required under SCAQMD Rule 1113; and • To the extent feasible, construction/building materials shall be composed of pre-painted materials.		Project Applicant			
RCM AQ-4	**Air Contaminant Discharge.** Future projects shall comply with SCAQMD Rule 402. Rule 402 prohibits the discharge of air contaminants or other material from any type of operations, which can cause nuisance or annoyance to any considerable number of people or to the public or which endangers the comfort or repose of any such persons, or the public.		Project Applicant			
RCM AQ-5	All future projects shall comply with the latest Energy Code and Title 24 solar requirements for new residential development.		Project Applicant			
4.4: Biological Resources						
RCM 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 future 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		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
	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.					
RCM BIO-2	**Landmark Tree Removal.** The Director of the City of Cypress (City) Community Development Department, or designee, shall review and approve the removal of any trees required by future development associated with the Draft Housing Element implementation and rezoning program. As specified in the City Municipal Code Section 17-19, the property owner of a landmark tree shall submit a written request for review and consideration of the landmark tree removal and replacement plan at least 30 days prior to said removal. Public notice of a proposed landmark tree removal shall be posted next to or on the subject landmark tree, at the local public library, and at the Cypress City Hall during the entire 30-day application-processing period. No trees on the proposed project site shall be removed prior to the approval of a landmark tree removal permit by the Director of the City of Cypress Community Development Department, or designee.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.5: Cultural Resources						
RCM 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. 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.		Project Applicant			
RCM CUL-2	**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 PRC Section 5097.98. If the remains are		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
	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						
The proposed project would not require any regulatory compliance measures related to energy.						
4.7: Geology and Soils						
The proposed project would not require any regulatory compliance measures related to geology and soils.						
4.8: Greenhouse Gas Emissions						
The proposed project would not require any regulatory compliance measures related to greenhouse gas emissions.						
4.9: Hazards and Hazardous Materials						
The proposed project would not require any regulatory compliance measures related to hazards and hazardous materials.						
4.10: Hydrology and Water Quality						
The proposed project would not require any regulatory compliance measures related to hydrology and water quality.						
4.11: Land Use and Planning						
The proposed project would not require any regulatory compliance measures related to land use and planning.						

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.12: Mineral Resources						
The proposed project would not require any regulatory compliance measures related to mineral resources.						
4.13: Noise						
The proposed project would not require any regulatory compliance measures related to noise.						
4.14: Population and Housing						
The proposed project would not require any regulatory compliance measures related to population and housing.						
4.15: Public Services						
RCM PS-1	Any future projects implemented in accordance with the proposed project would be required to coordinate with OCFA to determine the appropriate development impact fees required in order to offset potential impact to OCFA staffing and service ability. Prior to the approval of a future project implemented in accordance with the proposed project, the designated site developer shall enter into a Secured Fire Protection Agreement with OCFA that details the agreed-upon development impact fees required for the project.		Project Applicant			
RCM PS-2	**Payment of School Fees.** Prior to issuance of any building permits, the Applicant/Developer of future residential development projects facilitated by the proposed project shall provide proof to the Director of the City of Cypress Community Development Department, or designee, that payment of school fees to the appropriate school districts have been made in compliance with Section 65995 of the California Government Code.		Project Applicant			

Table 7.B: Regulatory Compliance Measures as Specified in the Initial Study

Regulatory Compliance Measures		Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
				Initials	Date	Remarks
4.16: Recreation						
RCM REC-1	**Dedication of Parkland and/or Payment of Park Fees.** Prior to issuance of any building permits, the Applicant shall provide proof of compliance with the applicable provisions of Chapter 25 (Subdivisions), Article 6, Park and Recreational Facilities, of the City of Cypress (City) Municipal Code, or other fees as determined by the City, to the Director of the City Community Development Department, or designee.		Project Applicant			
4.17: Transportation						
The proposed project would not require any regulatory compliance measures related to transportation.						
4.18: Tribal Cultural Resources						
The proposed project would not require regulatory compliance measures unique to tribal cultural resources. Please see RCMs CUL-1 and CUL-2 for relevant measures in Section 4.5 above.						
4.19: Utilities and Service Systems						
RCM UTIL-1	**Construction and Demolition Ordinance.** The construction contractor shall comply with the provisions of City of Cypress Ordinance No. 1166 and the 2019 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.		Project Applicant			
4.20: Wildfire						
The proposed project would not require any regulatory compliance measures related to wildfire.						

8.0 LIST OF PREPARERS AND PERSONS CONSULTED

8.1 CITY OF CYPRESS

The following individuals from the City of Cypress (City) were involved in the preparation of this Draft Program Environmental Impact Report (PEIR):

- Alicia Velasco, Planning Director
- Laura Vander Neut, Contract Planner

8.2 DRAFT PEIR PREPARERS

The following individuals were involved in the preparation of this Draft PEIR. The nature of their involvement is summarized below.

8.2.1 LSA Associates, Inc.

The following individuals were involved in the preparation of this Draft PEIR:

- Ryan Bensley, AICP, Principal in Charge
- Steve Letterly, Senior Environmental Planner/Project Manager
- Matthew Wiswell, Senior Environmental Planner
- Lauren Peachey, Assistant Environmental Planner
- Olivia Mattair, Assistant Environmental Planner
- Pam Reading, Principal Environmental Planner
- JT Stephens, Principal
- Mohammed Abushanab, Mechanical Noise Engineer
- Giana Gurrera, Assistant Environmental Planner (formerly LSA)
- Jason Thomas, Graphics and GIS Specialist
- Amy Fischer, President/COO
- Cara Cunningham, Associate/Senior Air Quality Specialist
- Bianca Martinez, Air Quality Specialist
- Lauren Johnson, Technical Editor
- Chantik Virgil, Senior Word Processor

8.3 TECHNICAL REPORT PREPARERS

The following individuals were involved in the preparation of the technical reports in support of this Draft PEIR. The nature of their involvement is summarized below.

The following individuals were involved in the preparation of the *Historic Resources Assessment* (November 2023) and *Historic Resources Sensitivity Study* (August 9, 2023):

- Casey Tibbet, Cultural Resources Associate
- Eugene Heck, Architectural Historian/Cultural Resources Manager

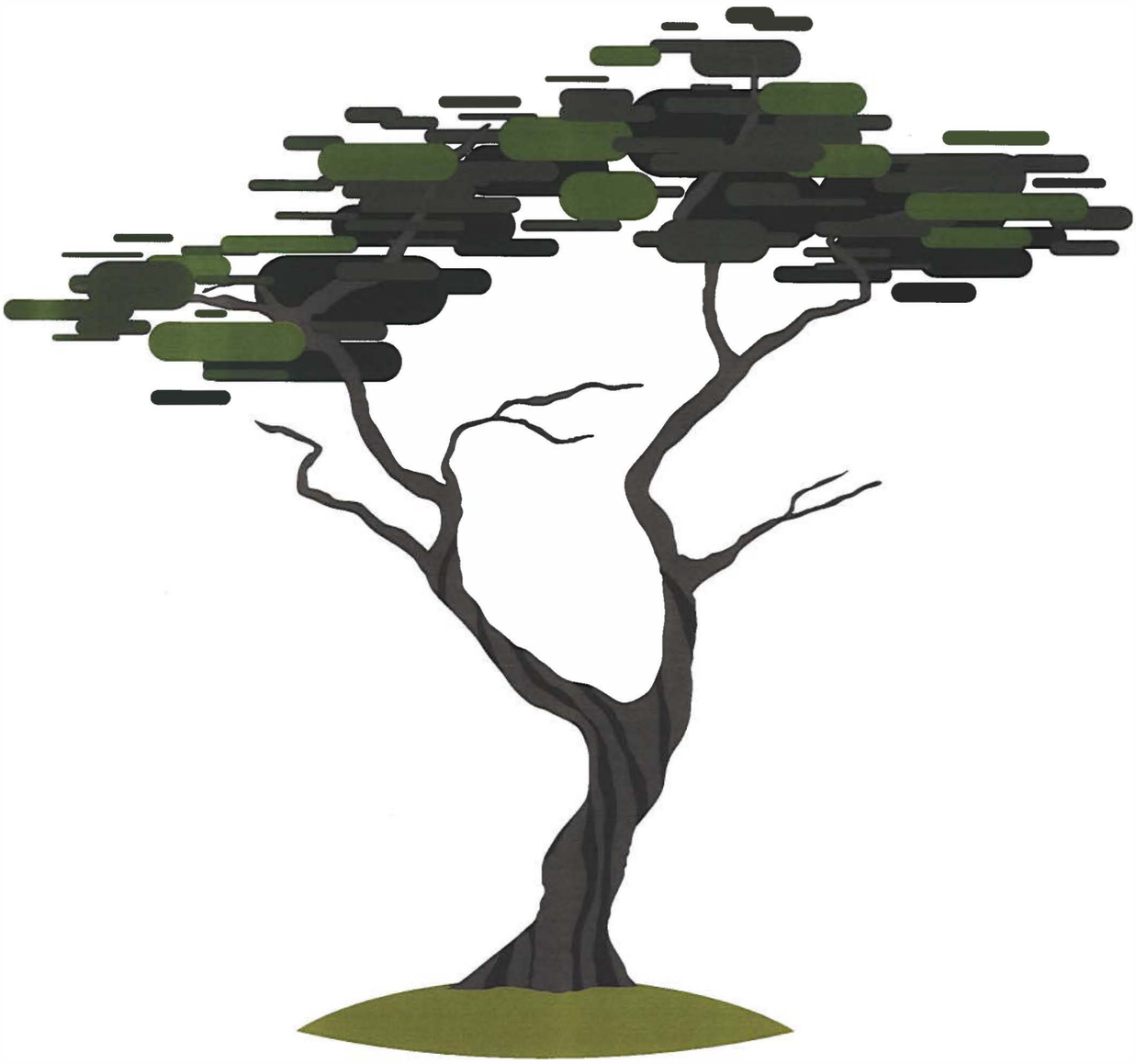
The following individuals were involved in the preparation of the *Level of Service and Vehicle Miles Traveled Assessments* (May 2023):

- Ken Wilhelm, Principal
- Ambarish Mukherjee, Principal
- Ravikumar Palakurthy, Senior Transportation Engineer
- Kenneth Tan, Senior Transportation Engineer
- Debmalya Sinha, Senior Transportation Planner
- Shuqi Hao, Transportation Engineer

8.4 PERSONS CONSULTED

The following individuals were consulted during the preparation of this Draft PEIR:

- Cypress Police Department (CPD)
  - Chris Revere, Captain, Support Services Division
- Orange County Sanitation District (OCSAN)
  - Kevin Hadden, Principal Staff Analyst
- Golden State Water Company (GSWC)
  - **__[To be included later]_**
- Orange County Fire Authority (OCFA)
  - Tamera Rivers, Management Analyst



CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN ~~2.0~~ 3.0

~~December 2017~~ July 2024

1 INTRODUCTION

1.1 Overview and Vision ..... ~~1-1~~
1.2 Location and Surrounding Environment ..... ~~1-6~~

2 DEVELOPMENT PLAN

2.1 Land Use Plan and Districts ..... ~~2-1~~
2.2 Circulation Plan ..... ~~2-6~~
2.3 Water Plan ..... ~~2-10~~
2.4 Wastewater Plan ..... ~~2-10~~
2.5 Drainage Plan ..... ~~2-13~~
2.6 Solid Waste ..... ~~2-13~~
2.7 Natural Gas and Electricity ..... ~~2-13~~

3 DEVELOPMENT STANDARDS

3.1 Purpose and Intent ..... ~~3-1~~
3.2 Residential District Development Standards ..... ~~3-1~~
3.3 Mixed-Use (Town Center/HDR) District Development Standards ..... ~~3-7~~
3.4 Senior Housing/Medium-Density Residential District Development Standards ..... ~~3-11~~
3.5 Mixed-Use (Town Center/MDR) District Development Standards ..... ~~3-16~~
3.6 Medium-Density Residential District Development Standards ..... ~~3-18~~
3.7 Public Park District Development Standards ..... ~~3-20~~
3.8 Public Park Overlay ..... ~~3-21~~
3.9 Tree Replacement ..... ~~3-22~~
3.10 Building Height Notification/Restriction ..... ~~3-22~~

4 SUSTAINABLE GUIDELINES

4.1 Introduction ..... ~~4-1~~
4.2 Storm Water Management ..... ~~4-1~~
4.3 Landscaping ..... ~~4-1~~
4.4 Building Materials ..... ~~4-1~~
4.5 Indoor Air Quality ..... ~~4-2~~
4.6 Lighting ..... ~~4-2~~
4.7 Building Envelope ..... ~~4-2~~
4.8 Water Conservation ..... ~~4-2~~
4.9 Energy Conservation ..... 4~~-2~~
4.10 Heating, Ventilation and Air Conditioning ..... ~~4-3~~

5 IMPLEMENTATION

5.1 Authority and Scope ..... ~~5-1~~
5.2 Purpose of the Specific Plan ..... ~~5-1~~
5.3 Relationship of this Specific Plan to the Existing Specific Plan ..... ~~5-1~~
5.4 Relationship of the Specific Plan to the General Plan ..... ~~5-2~~
5.5 California Environmental Quality Act Compliance ..... ~~5-2~~
5.6 Amendments and Adjustments ..... ~~5-2~~
5.7 Administration ..... ~~5-3~~
5.8 Site Plan Review ..... ~~5-4~~
5.9 Severability ..... ~~5-6~~
5.10 Phasing ..... ~~5-6~~
5.11 Financing ..... ~~5-7~~

6 GENERAL PLAN CONFORMANCE ANALYSIS

6.1 Relationship of Specific Plan to General Plan ..... ~~6-1~~
6.2 General Plan Conformance Analysis ..... ~~6-1~~

1 INTRODUCTION

1-1 Regional Map ..... ~~1-2~~

1-2 Vicinity Map ..... ~~1-3~~

2 DEVELOPMENT PLAN

2-1 Land Use Plan ..... ~~2-3~~

2-2 Residential Subdistricts ..... ~~2-5~~

2-3 Circulation Plan ..... ~~2-7~~

2-4 Water Plan ..... ~~2-11~~

2-5 Wastewater Plan ..... ~~2-12~~

3 DEVELOPMENT STANDARDS

(No Figures)

4 SUSTAINABLE GUIDELINES

(No Figures)

5 IMPLEMENTATION

5-1 Conceptual Phasing Plan ..... ~~5-8~~

6 GENERAL PLAN CONFORMANCE ANALYSIS

(No Figures)

1 INTRODUCTION

(No Tables)

2 DEVELOPMENT PLAN

2-1 Land Use Plan Summary Table ..... ~~2-2~~

3 DEVELOPMENT STANDARDS

3-1 Residential Development Standards ..... ~~3-5~~

4 SUSTAINABLE GUIDELINES

(No Tables)

5 IMPLEMENTATION

(No Tables)

6 GENERAL PLAN CONFORMANCE ANALYSIS

(No Tables)

1 INTRODUCTION

1.1 Overview and Vision

The Cypress Town Center and Commons Specific Plan 2.0 (Specific Plan) establishes a comprehensive master plan and regulatory framework for the use and development of approximately 151~~4~~.4 acres of land in the City of Cypress (City), California (Specific Plan Area). The Specific Plan Area is generally bounded by Cerritos Avenue to the north, Katella Avenue to the south, and Lexington Drive to the west, as depicted in Figures 1-1, Regional Map, and 1-2, Vicinity Map.

This Specific Plan divides the Specific Plan Area into six land use districts that will govern the design and development of a mixed-use, sustainable community. One of the primary features of the plan is two~~is the~~ town center/mixed-use district~~s~~, which ~~is~~are intended to be the City's "main street" and a gathering place for the community, and will include a vibrant mix of entertainment, retail, restaurant, commercial and residential uses. The creation of the town center will enable future residents to live within walking distance of stores, restaurants, and recreational areas, while visitors will be able to walk and shop along the concourses and enjoy an assortment of public plazas. The two districts are located in the eastern and southern portions of the Specific Plan Area. The mixed-use (town center/HDR) district permits higher-density residential use, while the mixed-use (town center/MDR) district permits medium-density residential use, as well as age-restricted housing (with a qualified occupant of 55 or older).

Another critical component of this Specific Plan is 20 acres of public park space that will be spread throughout the Specific Plan Area. Two public parks, one 10.2~~9~~ acres and the other 8 acres, will be located within the public park district, adjacent to Cerritos Avenue. An additional ~~three~~two acres of public park space will be provided within the mixed-use (town center/HDR) district and/or one of the other districts and may be integrated with one or both of the other public parks or be a separate public park. This brings the total amount of public park space to a minimum of 20 acres, which will provide substantial recreational opportunities for both existing and future residents of Cypress. These public parks will provide ample space for recreation and gatherings and could potentially include some combination of playing fields, sports courts, walking trails, picnic areas and restroom facilities.

The residential district is intended to accommodate a variety of residential opportunities and lifestyles. Residential units adjacent to Cerritos Avenue will generally match the densities of the existing neighborhood north of Cerritos Avenue. Further south, smaller-lot, single-family homes are permitted, as well as single-family attached units, including townhomes and condominiums. Trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the public parks and town center.

The senior housing/medium-density residential district allows age-restricted housing (with a qualified occupant of 55 or older), as well as multi-family housing, at a variety of densities. This district provides an opportunity to extend the senior housing use that was developed~~approved~~ as part of the nearby Barton Place project (now known as Ovation at Flora Park).

~~Two mixed-use districts are proposed within the Specific Plan Area. West of the town center district is a mixed-use district that permits an expansion of the town center, as well as medium-density residential and senior housing. A second mixed-use district is located north of the town center district and permits an expansion of the town center, as well as single-family and medium-density residential uses.~~

This Specific Plan provides a regulatory framework that ensures the ultimate development of each land use district that is consistent with the overall vision of the Specific Plan.

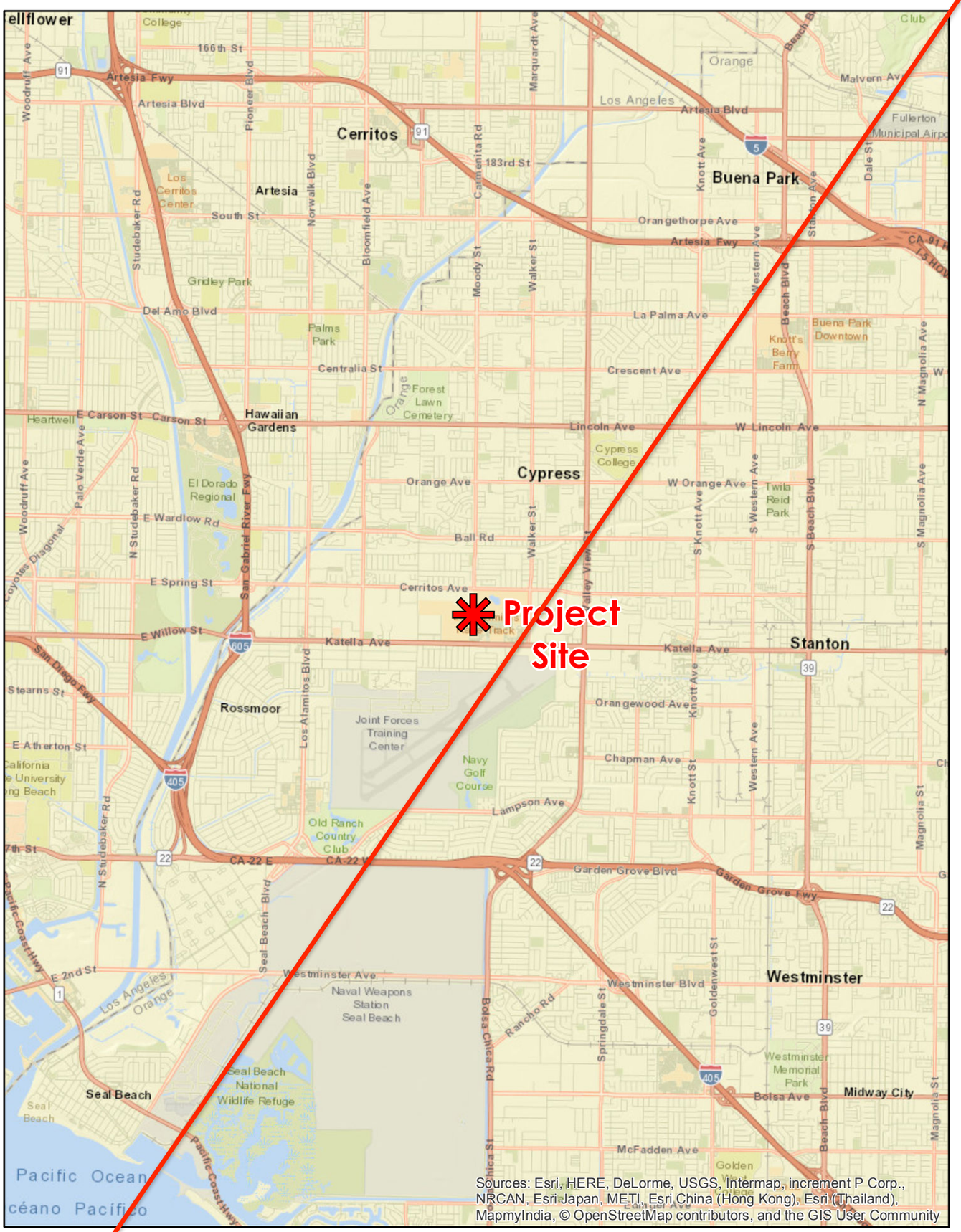


Figure 1-1

Regional Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 2.0

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FORMA

December 2017

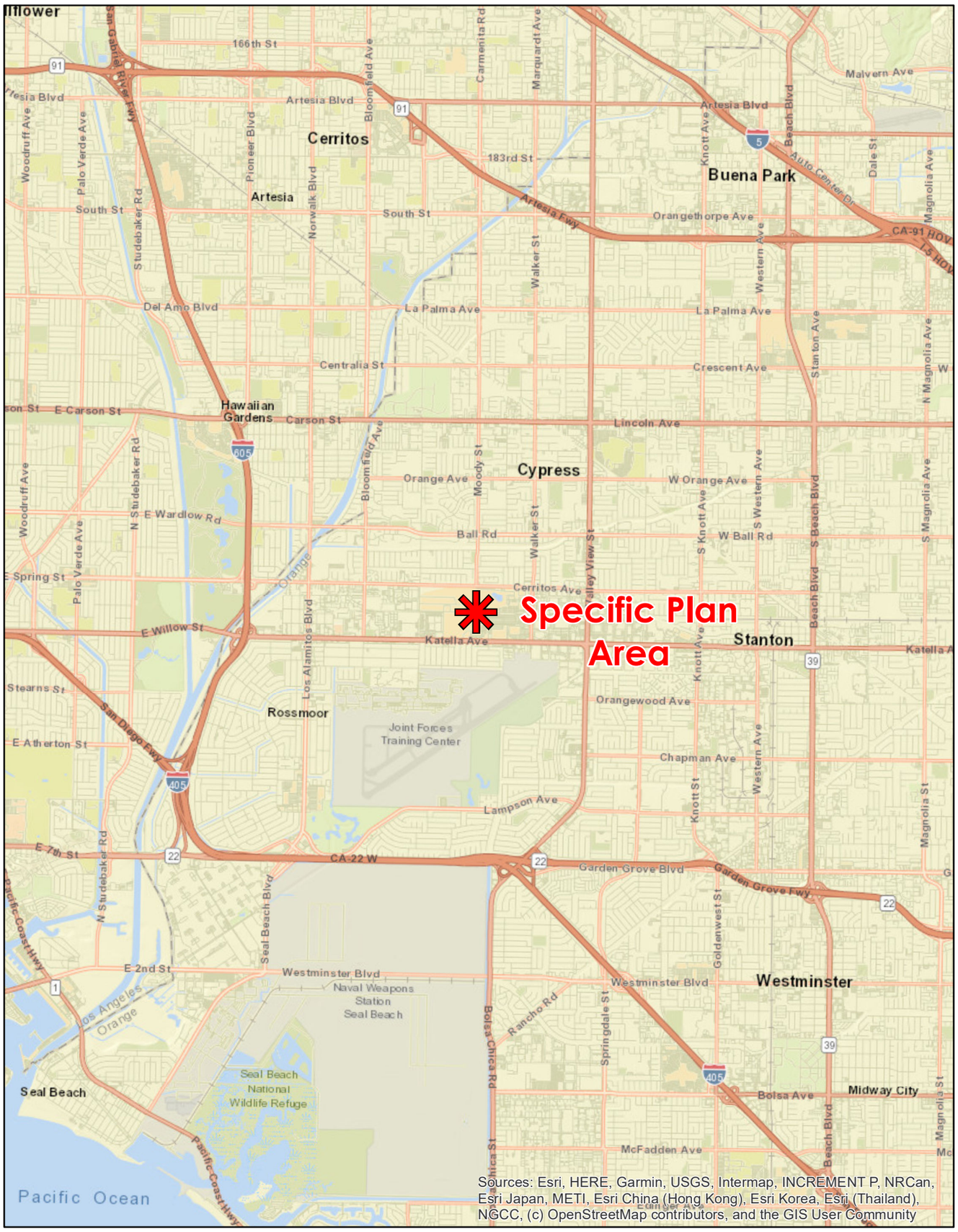


Figure 1-1

Regional Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

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May 2024



Figure 1-2

Vicinity Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 2.0

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December 2017

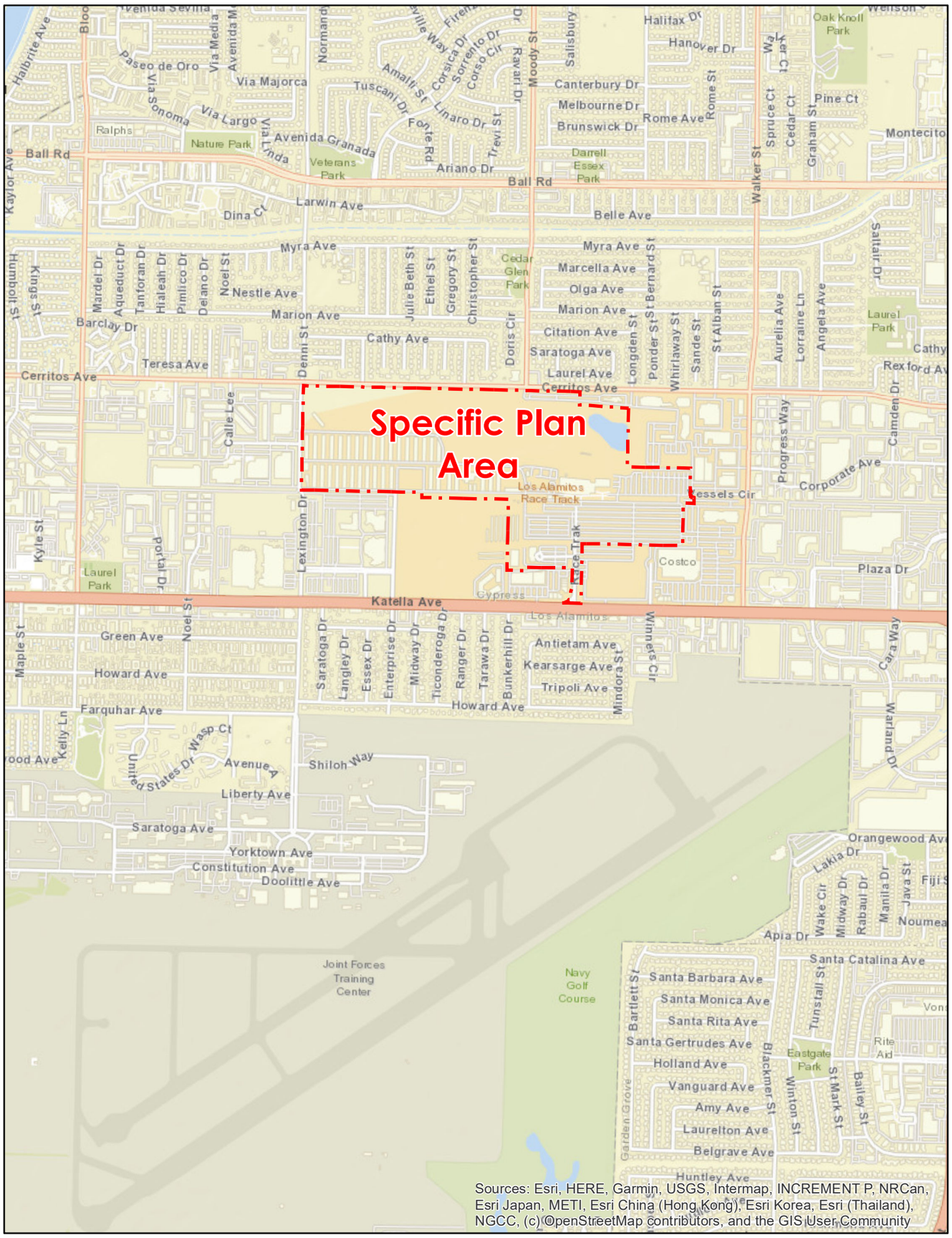


Figure 1-2

Vicinity Map

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

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FORMA

May 2024

1.1.1 Historical Use and Development of Specific Plan Area

In 1946, Frank Vessels, Sr. acquired approximately 300 acres of land in what is now part of the City of Cypress (City) for the purpose of establishing a quarter horse ranch. Non-betting horse races at the Los Alamitos Race Course (Race Course) commenced in 1947 and continued until 1951, when the first pari-mutuel horse racing began. The present grandstand was built in 1960 and, when the State of California legalized quarter horse racing in 1968, the Race Course grew to become the premier quarter horse track in the United States. The former, adjoining Cypress Golf Club (Golf Course) was constructed in 1961 and permanently closed in 2004.

Hollywood Park Realty Enterprises, Inc. purchased the Race Course and the Golf Course in 1984 from Millie Vessels. Subsequently, it approached the City concerning the redevelopment potential of the Golf Course and underutilized portions of the Race Course property.

Following Hollywood Park Realty's proposal, the City directed the preparation of a specific plan (which was titled Cypress Plaza Specific Plan) for the entire Race Course and Golf Course properties to ensure that the property would be redeveloped in a manner that was compatible with the surrounding community.

On November 3, 1987, the voters of the City of Cypress approved an initiative titled "Measure D", which was codified in Sections 5.28 and 5.28.090 of the Cypress Zoning Ordinance (Zoning Ordinance). This initiative requires voter approval of (1) any amendment of the PS (Public and Semi-Public) Zone of the Zoning Map or the Zoning Ordinance of the City of Cypress that would permit any land use other than those permitted in the PS Zone on the date of the enactment of this measure and (2) any related amendment of the General Plan.

On April 17, 1990, the Cypress City Council adopted the original Cypress Business & Professional Center Specific Plan (Original Specific Plan), which established comprehensive guidance and regulations for the development of approximately 298.2 gross acres of land within the City that included the Race Course and Golf Course properties. Subsequently, on April 24, 1990, in accordance with Measure D, the voters of the City of Cypress approved an initiative that changed the General Plan land use designation and the zoning designation for approximately 75 acres of land within the Original Specific Plan area (which included all of Planning Areas 2, 3, 4, 5 and 6 in the Land Use Plan in the Original Specific Plan), consistent with the previously-adopted Original Specific Plan. The Original Specific Plan was subsequently amended several times in connection with proposed development projects within the Original Specific Plan area.

On June 5, 2012, the voters of the City of Cypress approved "Measure L", a ballot initiative that, among other things, amended and restated in its entirety the Original Specific Plan, as previously amended. This Amended and Restated Cypress Business & Professional Center Specific Plan (~~Existing~~2012 Specific Plan) established a new Planning Area 9, which consisted of portions of Planning Areas 6, 7 and 8 from the Original Specific Plan, and permitted a range of senior housing, retail and commercial uses. It also confirmed the intent to redevelop the Golf Course.

1.1.2 The 2016 Initiative and Response to Resident Concerns

In 2016, an initiative, titled "Measure GG" and referred to as the Cypress Town Center and Commons Initiative, was placed on the ballot. This initiative included the approval of a new Cypress Town Center and Commons Specific Plan (2016 Specific Plan) that covered a portion of the land governed by the Existing Specific Plan, primarily including the Race Course and the northern portion of the former Golf Course. This initiative was narrowly disapproved by City of Cypress voters in November 2016.

Th~~at is~~ proposed Specific Plan ~~is a~~was thereafter modified ~~version of the 2016 Specific Plan and has been revised~~ to respond to concerns raised by residents in 2016. Set forth below is a description of those concerns and how they ~~have been~~were addressed in this modified Specific Plan, which is titled Cypress Town Center and Commons Specific Plan 2.0 (2018 Specific Plan):

- In the 2016 Specific Plan, the entire public park was located on Race Course property, which meant that the public park could not be developed for use by Cypress residents until after closure of the Race Course, which would not occur for several years.
  - The public park space has been divided into multiple parcels, one of which include 9 acres of the public park district that is located at the southeast corner of Cerritos Avenue and Lexington Drive. This parcel is located on a portion of the former Golf Course and can be developed with a public park prior to the closure of the Race Course. The total acreage of the public parks remains 20 acres.
- The 2016 Specific Plan allowed the Director of Community Development to approve uses in each district that were "similar" to the listed permitted and conditionally permitted uses.
  - That provision has been removed with respect to all districts, except for the town center district and the town center uses in each of the mixed-use districts.
- The land use plan in the 2016 Specific Plan included a mixed-use (town center/medium-density residential) district adjacent to Cerritos Avenue that allowed a maximum height of 99 feet for town center structures.
  - The districts established in this Specific Plan that border Cerritos Avenue do not allow town center uses and the maximum height of structures in those districts is 35 feet.
- The 2016 Specific Plan permitted a maximum structure height of 99 feet in the town center district.
  - The maximum height of structures in the town center district and town center structures in each of the mixed-use districts has been reduced to 75 feet.
- The 2016 Specific Plan included an adjustment procedure pursuant to which the Director of Community Development could increase the height of structures by not more than 10% of the otherwise maximum height.
  - That provision has been removed with respect to structures within the residential and town center districts and town center structures in each of the mixed-use districts.
- The 2016 Specific Plan allowed "government enterprises (local, State or federal)" in the residential district.
  - That use has been eliminated in the residential district and is not allowed in the new senior housing/medium-density residential district.
- The 2016 Specific Plan only permitted a maximum of 1.7 acres of senior housing.
  - This Specific Plan allows up to 39.1 acres of senior housing.

1.1.3 2018 Initiative and Subsequent Development

In accordance with "Measure D", on June 5, 2018, the voters of the City of Cypress approved the 2018 Specific Plan titled "Measure A" and referred to as the "Cypress Town Center and Commons 2.0 Initiative". The 2018 Specific Plan superseded and replaced the 2012 Specific Plan with respect to all of the real property within the area governed by the 2018 Specific Plan (2018 Specific Plan Area).

In May 2018, the owner of the land on which the former Golf Course was located donated to the City nine acres of land within the 2018 Specific Plan Area located within and adjacent to the designated Public Park District at the southeast corner of Cerritos Avenue and Lexington Drive. The City subsequently developed Lexington Park on that site.

Melia Homes recently developed a multi-family residential project with 135 residential units (Melia Project) on the eastern seven acres of the land within the designated Town Center District in the 2018 Specific Plan (and which is part of the Mixed-Use (Town Center/MDR) District in this Specific Plan).

1.1.4 Green and Healthy Lifestyle

This Specific Plan places a strong emphasis on wellness in that active recreation opportunities are integrated into the land use districts. A trail system is envisioned within the residential and public park districts affording residents and visitors opportunities to walk, jog, run, bike for exercise or simply for casual enjoyment, and will provide convenient access to the public parks, theaters, shopping, dining, and workplaces. The proximity and connectivity of the planned residential neighborhoods to the town center and public parks will enable residents to leave their cars at home more often.

This Specific Plan promotes good health through the inclusion of sustainable design guidelines and alternatives to improve air quality and reduce pollutant emissions. It also promotes landscaping to enhance the Specific Plan Area, along with "green" infrastructure to improve water quality for existing and new residents.

1.2 Location and Surrounding Environment

Until early 1987, the entire Specific Plan Area was operated as a race track and a golf course. The Race Course will continue operating for a period of time, but development within the mixed-use (town center/HDR) district established by this Specific Plan can occur while the Race Course remains in operation. The Golf Course permanently closed in 2004, so that a portion of the Golf Course property, which includes the western public park district at the southwest corner of Cerritos Avenue and Lexington Drive and portions of the senior housing/medium-density residential district and the residential district, can be developed while the Race Course remains in operation.

Following the adoption of the Original Specific Plan, portions of the Original Specific Plan area were developed with a variety of commercial uses, including big-box retail, a hotel, retail centers, offices, restaurants and two churches. In addition, the City of Cypress acquired approximately 13.3 acres of the property adjacent to Katella Avenue (City Parcel), which it subsequently sold for the development of a mixed-use project that has been completed.

Most recently, in October 2015, following the voter approval of the 2012~~Existing~~ Specific Plan, the Cypress City Council certified a final environmental impact report and approved the entitlements for the Barton Place project (now known as Ovation at Flora Park), pursuant to which a mixed-use project consisting of senior housing and a commercial/retail center ~~will be~~was developed within Planning Area 9 and a portion of Planning Area 6 in the ~~Existing~~2012 Specific Plan area.

The Specific Plan Area is adjacent to the City of Los Alamitos boundary on the west and south. All of the Specific Plan Area is located within the City of Cypress. It includes all of the land within the 2018 Specific Plan Area other than approximately three acres of land owned by Seacoast Grace Church.

The area surrounding the Specific Plan Area includes a variety of land uses. Land uses south of Katella Avenue are located in the City of Los Alamitos and include commercial, office, and single-family residential uses. Land uses west of Lexington Drive are located in the City of Los Alamitos and include business park. Land uses north of Cerritos Avenue, which are located in the City of Cypress, are primarily residential with some retail commercial. Adjacent to the Specific Plan Area within the original 300-acre Race Course property are Cottonwood and Seacoast Grace Churches, business parks, retail commercial uses, a hotel, the former City Parcel and the recently approved Barton Place project (now known as Ovation at Flora Park), a senior housing and related uses. The Joint Forces Training Base, Los Alamitos, is located approximately one-quarter mile south of the Specific Plan Area.

2 DEVELOPMENT PLAN

The Section establishes and describes the land use districts within the Specific Plan Area and provides a blueprint for the infrastructure necessary for the implementation of this Specific Plan.

2.1 Land Use Plan and Districts

This Specific Plan establishes six Land Use Districts within the ~~154.4~~151.4-acre Specific Plan Area, as shown on Figure 2-1, Land Use Plan, below. The centerpiece of the land use plan ~~is a~~ is the Mixed-Use (Town Center/HDR) and Mixed-Use (Town Center/MDR) Districts located in the eastern and southern portions of the Specific Plan Area and~~that~~ will allow a vibrant mix of retail, entertainment, restaurant, hotel, residential and other urban uses that will serve as a gathering place and "main street" for the community. ~~The two districts are located in the eastern and southern portions of the Specific Plan Area.~~ The Mixed-Use (Town Center/HDR) District permits higher-density residential use with a maximum density of 30 dwelling units/gross acre, while the Mixed-Use (Town Center/MDR) District permits medium-density residential use with a maximum density of 15 dwelling units/gross acre, as well as age-restricted housing (with a qualified occupant of 55 or older) in a portion of that district.

The land use plan also includes a Public Park District that sets aside 18.2~~17~~ acres of land exclusively for two public parks, which will be large enough to provide a variety of passive and active recreational uses. The park amenities will be easily accessible to Cypress residents and future visitors and residents of the Specific Plan Area. As discussed below, an additional ~~3~~2 acres of public park will be, or have been, provided in one or more of the other Land Use Districts, for a total of approximately 20 acres of public parks.

The north-central portion of the Specific Plan Area has been designated as a Residential District, which is reserved for residential uses with a variety of housing opportunities to address a cross-section of housing needs in the community, primarily single-family homes, both detached and attached. Greenways and trails will connect the neighborhoods to the town center and the parks in the Public Park District to allow for easy pedestrian and bicycle access to these destinations.

The western portion of the Specific Plan area adjacent to the western Public Park District has been designated as a Senior Housing/Medium-Density Residential District, which is reserved for senior housing and/or medium-density residential uses. The senior housing will be age-restricted and related uses, such as assisted living facilities, are permitted. Medium-density residential uses (which are not age-restricted) are also permitted.

~~In addition, the Land Use Plan includes two Mixed-Use Districts. West of the Town Center District is a Mixed-Use (Town Center/MDR) District, which has a flexible land use designation that can accommodate either an expansion of the town center (if demand for additional town center uses exists in the future) and/or the development of a medium-density residential and/or senior housing neighborhood. North of the Town Center District is the Mixed-Use (Town Center/SFR/MDR) District, which permits future expansion of the town center and/or the development of single-family detached, single-family attached and/or medium-density residential uses.~~

These Land Use Districts and the location, distribution and extent and intensity of essential facilities to be located within and support the Specific Plan Area are described in more detail below and summarized in Table 2-1, below.

Table 2-1
Land Use Plan Summary Table

Land Use District	Area (Acres)	FAR[1]	Residential Units	Potential Development Capacity (sq. ft.)
Public Park	18.2[2]	N/A	N/A	N/A
~~Town Center~~Mixed-Use (Town Center/HDR)	~~17.5~~24.1	0.6:1	~~250~~	~~457,380~~629,878
~~Public Park~~	~~17.0[2]~~	~~N/A~~	~~N/A~~	~~N/A~~
Mixed-Use (Town Center/MDR)	9.5	0.6:1		248,292
Residential	~~73.6~~46.2	N/A	~~1,000~~ 1,926 (aggregate total for Residential, Senior Housing/Medium-Density Residential, Medium-Density Residential and Mixed-Use Districts)	N/A
Senior Housing/Medium-Density Residential	~~24.1~~23.1	N/A		N/A
~~Mixed-Use (Town Center/MDR)~~	~~15.0~~	~~0.6:1~~		~~392,040~~
~~Mixed-Use (Town Center/SFR/MDR)~~Medium-Density Residential	~~4.2~~20.7	0.6:1		~~109,771~~
Roads	~~3.0~~9.6	N/A	N/A	N/A
Total:	***~~154.4~~151.4***		***~~1,250~~1,926[3]***	***~~959,191~~879,170***

Note:

(1) *This development restriction on floor area ratio (FAR) does not apply to residential development or the residential component of a mixed-use development. The maximum ~~floor area ratio~~ (FAR) allowed on any development parcel is 1.0:1.*

(2) *The minimum amount of public park space within the Specific Plan Area shall be 20 acres. In addition to the 18.2~~17~~ acres of public park space within the Public Park District, a ~~23~~-acre public park has been designated as a land use overlay within the Mixed-Use (Town Center/HDR) District, provided that this additional required public park space may be located (a) in any Land Use District or multiple Land Use Districts and (b) adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there.*

(3) The aggregate total of 1,926 residential units includes the 135 residential units previously developed as the Melia Project. Therefore, an additional 1,791 residential units are allowed in these districts that permit residential uses.

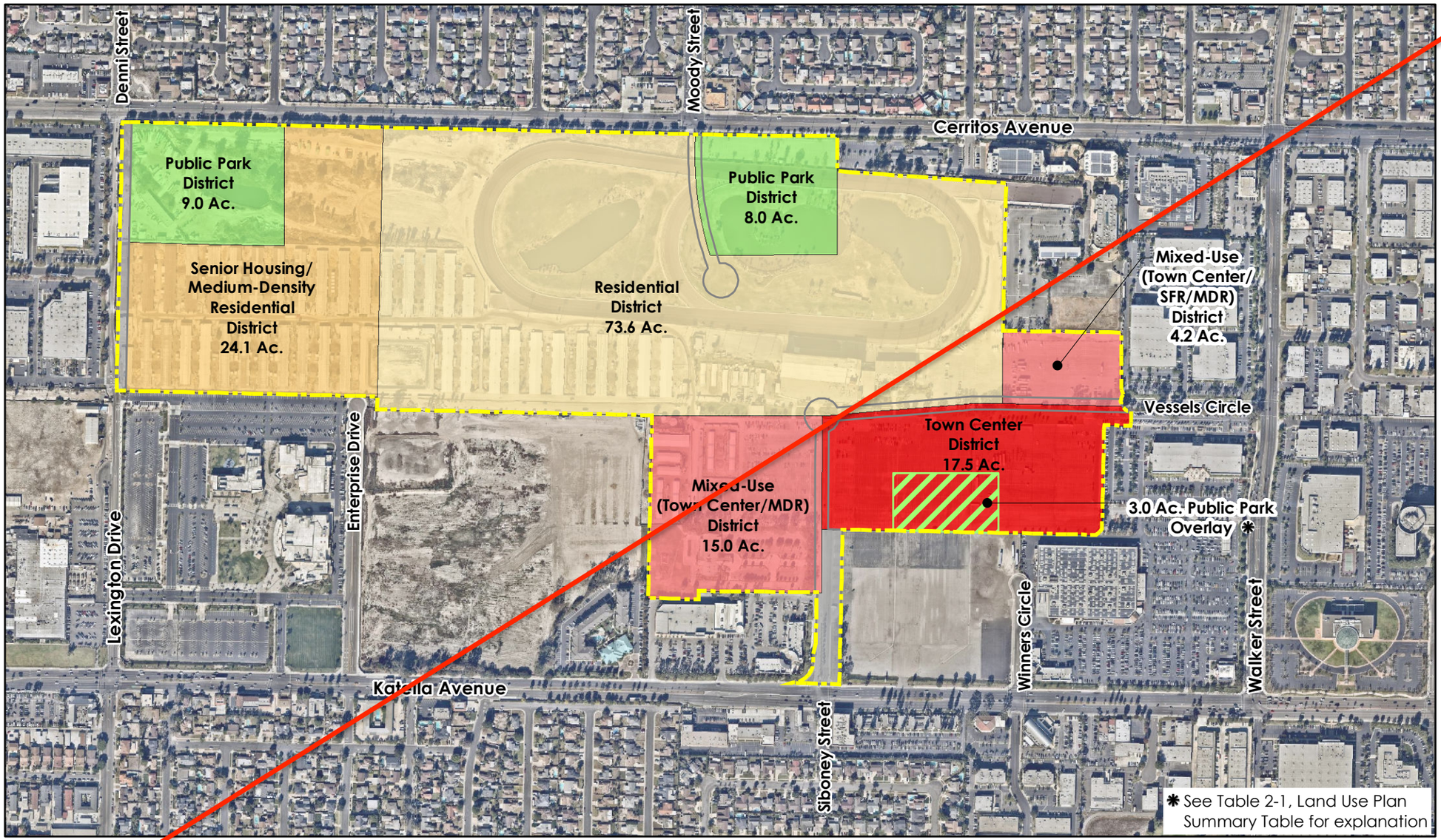


Figure 2-1

Land Use Plan

0 300 600

December 2017



Figure 2-1

Land Use Plan

0 300 600

May 2024

2.1.1 Mixed-Use (Town Center/HDR) District

The Mixed-Use (Town Center/HDR) District is a flexible land use district that includes approximately ~~17.5~~24.1 acres of land and permits a mixture of retail and entertainment uses, as well as hotel, multi-family residential uses and commercial uses, to create a "main street" and gathering place for the community and provide additional housing for the community with a maximum density of 30 dwelling units/acre. Specific uses envisioned for the town center portion of the district include restaurants, movie theaters and boutique stores designed within a pedestrian-friendly environment. ~~It is anticipated that development of the town center could proceed while the Race Course remains in operation.~~

2.1.2 Mixed-Use (Town Center/MDR) District

The Mixed-Use (Town Center/MDR) District includes approximately 9.5 acres of land and permits a mixture of retail and entertainment uses, as well as hotel, multi-family residential uses and commercial uses, to create a "main street" and gathering place for the community and provide additional housing for the community with a maximum density of 15 dwelling units/acre. Specific uses envisioned for the town center portion of the district include restaurants, movie theaters and boutique stores designed within a pedestrian-friendly environment.

~~2.1.2~~2.1.3 Public Park District

The Public Park District includes approximately 1~~8~~7 acres of land located in two parcels in the northern portion of the Specific Plan Area. As described in Chapter 3, the only uses permitted in the Public Park District are public parks and related and supporting improvements, facilities and roadways.

It is anticipated that these public parks will provide areas for recreation, gatherings and reflection for Cypress residents. The park amenities could potentially include some combination of playing fields, sports courts, tot-lots, walking trails, picnic areas and restroom facilities.

The western Public Park District includes approximately ~~9~~10 acres of land and is located at the southeastern corner of Cerritos Avenue and Lexington Drive, adjacent to the Senior Housing/Medium-Density Residential District. It ~~is anticipated to be~~has recently been developed as Lexington Park~~with a public park in the first phase of development and prior to the closure of the Race Course~~ (other than approximately 1.~~1~~2 acres in the southwestern corner of the western Public Park District on which a maintenance yard for the Race Course is currently operated). The central Public Park District is approximately 8 acres in size and is located at the Cerritos Avenue/Moody Street intersection, adjacent to the Residential District, a convenient location for existing residents north of Cerritos Avenue and future residents of the Residential District.

The Specific Plan Area will include a minimum of 20 acres of public park space. In addition to two Public Park District parcels, which include 18.2~~17~~ acres of land, a 2~~3~~-acre public park overlay ~~has been~~was designated within a portion of the Mixed-Use (Town Center/HDR) District, provided that this additional public park space may be located in any Land Use District(s) and may be located adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there. The precise location(s) of these 2~~3~~ additional acres of public park will be determined based on the development projects proposed in the Specific Plan Area. Parks will be a permitted land use in all of the Land Use Districts.

~~2.1.3~~2.1.4 Residential District

The Residential District includes approximately 46.2~~73.6~~ acres of land and is intended to accommodate a variety of single-family residential opportunities. In addition to the residential units, trails and greenways are envisioned to connect the neighborhoods and provide pedestrian and bike routes to the central public park and town center. The Residential District is divided into two subdistricts, which are depicted on Figure 2-2, Residential Subdistricts.

1. Single-Family Detached Subdistrict

   The Single-Family Detached Subdistrict is approximately 19.0~~45.3~~ acres in size and allows the development of single-family homes in the area located just south of Cerritos Avenue. A mixture of lot sizes is permitted to respond to a variety of residential needs. The residential lots located within 100 feet of Cerritos Avenue will have a minimum lot size of 6,000 square feet.

2. Single-Family Attached Subdistrict

   The Single-Family Attached Subdistrict is an approximate 27.2~~28.3~~-acre parcel and permits the development of attached residential housing to accommodate a variety of lifestyles, as well as related recreational and open space amenities. The types of permitted residential units include townhomes, compact residential lots and other attached homes.

~~2.1.4~~2.1.5 Senior Housing/Medium-Density Residential District

The Senior Housing/Medium-Density Residential District is approximately ~~24.1~~23.1 acres in size and is located adjacent to the western Public Park District. This District provides an opportunity to extend the senior housing use that was approved as part of the Barton Place project (now known as Ovation at Flora Park), which has been developed~~will be located~~ at the northeast corner of Katella Avenue and Enterprise Drive. If developed as senior housing, residential uses could include single-family detached and/or attached units, as well as condominiums, and for-sale and rental multi-family units. The District also permits medium-density residential uses, including attached homes, condominiums, and for-sale and rental multi-family units.

~~2.1.5~~2.1.6 ~~Mixed-Use (Town Center/MDR)~~Medium-Density Residential District

The ~~Mixed-Use (Town Center/MDR)~~Medium-Density Residential District is a flexible land use district of approximately ~~15.0~~20.7 acres in size that allows ~~the potential expansion of the uses allowed in the Town Center District and/or~~ medium-density residential ~~and/or senior housing~~ uses. It is anticipated that no development will occur within the Mixed-Use (Town Center/MDR) District until the Race Course ceases operation~~, after which time an appropriate mix of uses will be determined~~.

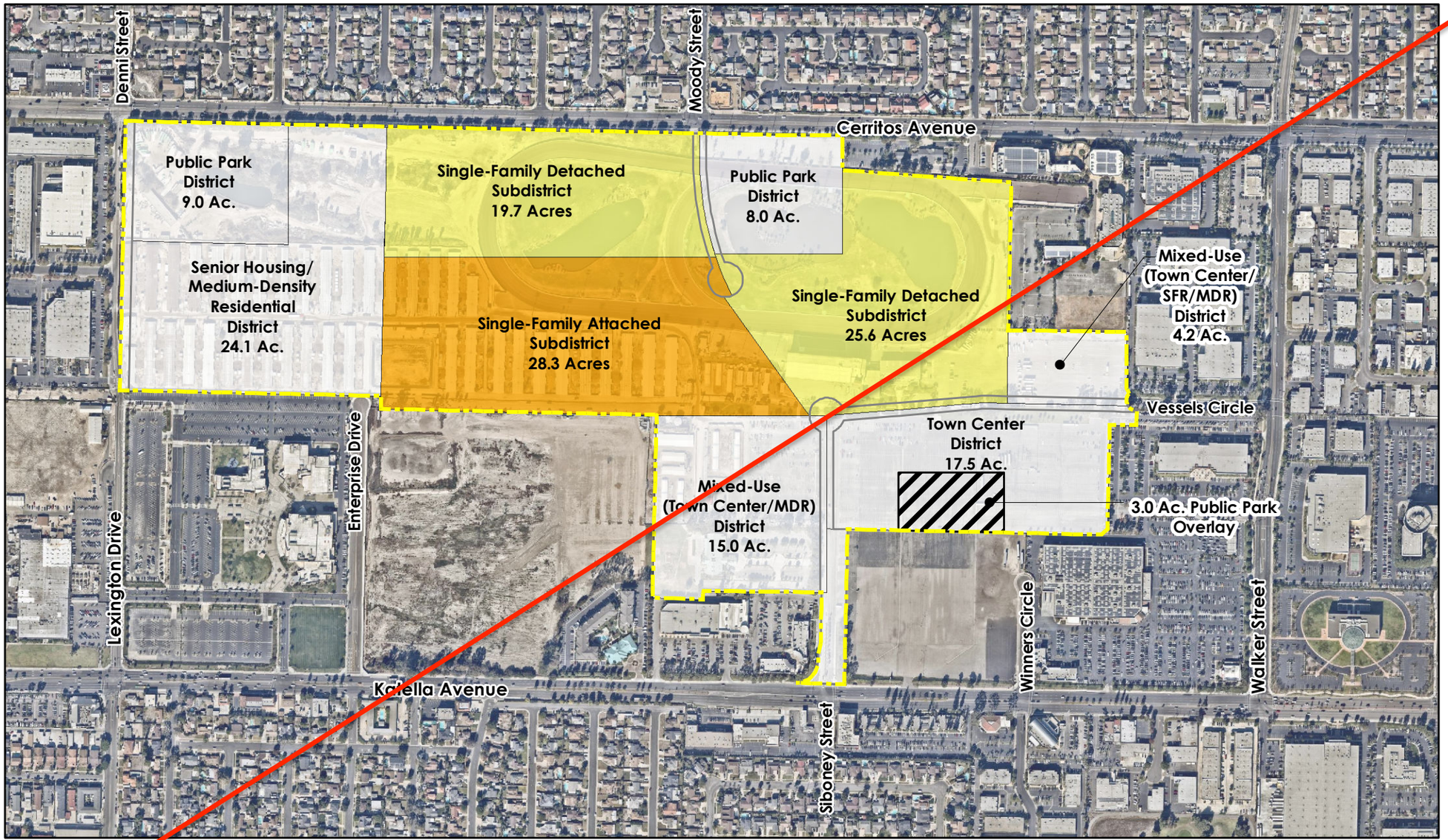


Figure 2-2

Residential Subdistricts

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December 2017



Figure 2-2

Residential Subdistricts

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May 2024

~~2.1.6 Mixed-Use (Town Center/SFR/MDR)~~

~~The Mixed-Use (Town Center/SFR/MDR) District is approximately 4.2 acres in size and is a flexible land use district that allows the potential expansion of the uses allowed in the Town Center District and/or the development of single-family detached, single-family attached or medium-density residential uses. It is anticipated that no development will occur within the Mixed-Use (Town Center/SFR/MDR) District until the Race Course ceases operation, after which time an appropriate mix of uses will be determined.~~

2.2 Circulation Plan

Primary access to the Specific Plan Area will be from Katella Avenue, which is designated as a Major Arterial in the Circulation Element of the General Plan, Cerritos Avenue, which is designated as a Primary Arterial in the Circulation Element, and the extension of Vessels Circle. Additional access to the site will be provided from Lexington Drive and Enterprise Drive.

The backbone circulation for the Specific Plan Area has been designed to accommodate the contemplated development under this Specific Plan and is depicted on Figure 2-3. The backbone circulation improvements include the extension of Moody Street south of Cerritos Avenue to Siboney Street, the extension of Vessels Circle to the west to intersect with the Moody Street extension~~, the extension of Siboney Street north of Katella Avenue~~, and the required future widening of Lexington Drive adjacent to the Specific Plan Area.

2.2.1 General Provisions

1. No development shall be permitted on parcels without improved street access. For purposes of this standard, a street is a maintained public street or alley or a private street subject to the approval of the City Engineer.
2. Portions of any lot within any future right-of-way required under the Circulation Element of the City's General Plan or in this Specific Plan shall not be occupied by structures, other than those encroachments normally permitted in rights-of-way. All other required setbacks, yards and open spaces shall be calculated on the basis of the establishment of the future rights-of-ways, and future right-of-way lines shall be considered to be lot lines for purposes of determining such setbacks, yards and open spaces.
3. Installation of curbs, gutters, sidewalks, streets and alley paving, street lighting and street trees shall be subject to the provisions of the City of Cypress Standard Plans and this Specific Plan.
4. All street names within the Specific Plan Area shall be approved, and changed if necessary, by the City Engineer.
5. No structures shall be constructed over existing pipeline, power line, drainage, transmission line or other similar easements, except where such easement has been abandoned or vacated or the grantee of such easement has consented to such structural encroachment.
6. Notwithstanding anything to the contrary in this Specific Plan, prior to the issuance of the first certificate of occupancy with respect to residential development in the Senior Housing/Medium-Density Residential District, the applicable developer shall construct the required half-width roadway improvements adjacent to the western boundary of the Senior Housing/Medium-Density Residential District to widen Lexington Drive.
7. Bus turnouts and passenger waiting areas shall be provided at bus stops as determined necessary by the City Engineer.
8. Internal streets within the Specific Plan Area may be public or private.

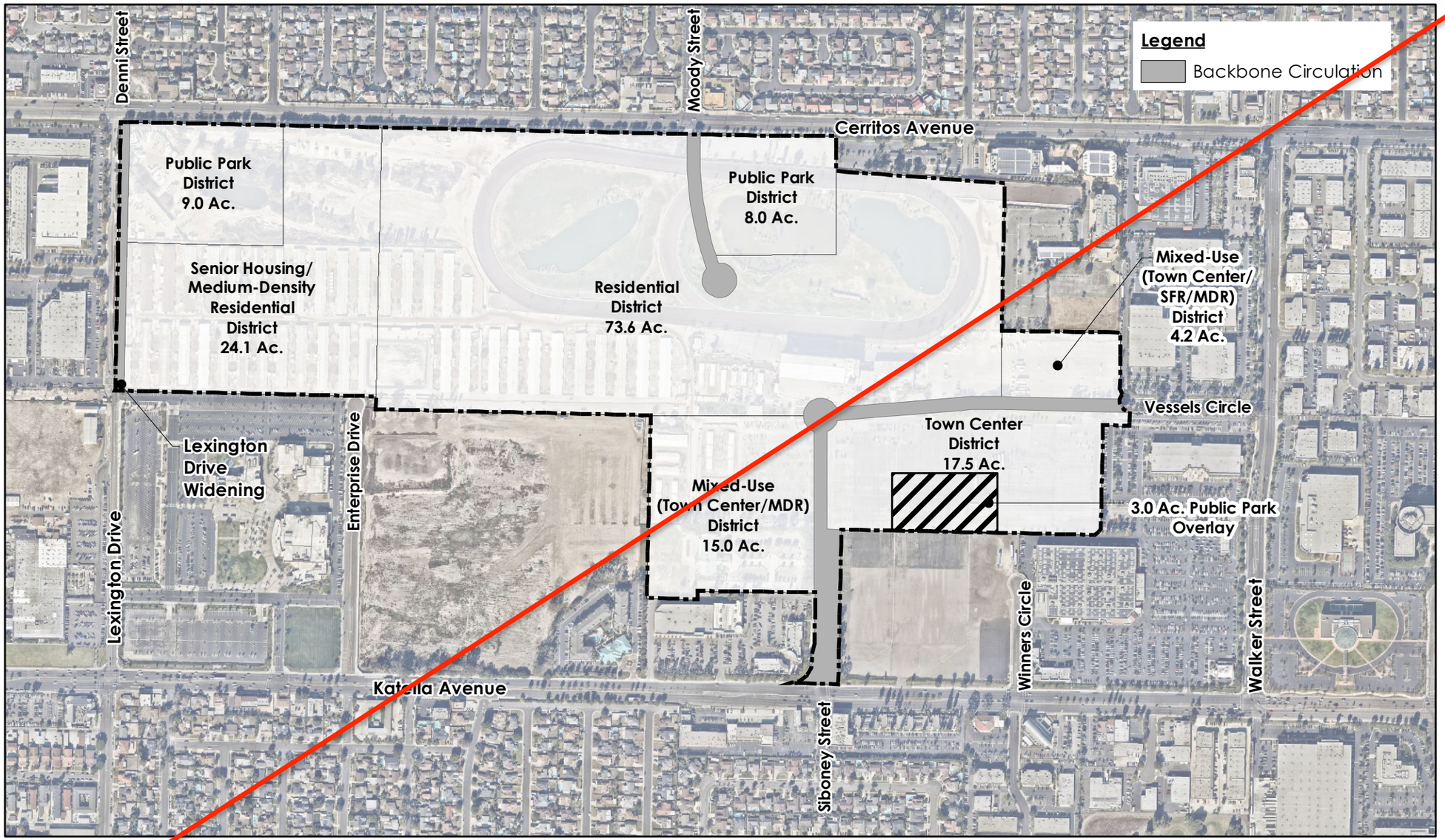


Figure 2-3

Circulation Plan

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December 2017



Figure 2-3

Circulation Plan

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

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May 2024

2.2.2 Parking

Off-street parking will be required as set forth in Article 2, Section~~s~~ 5 (Residential Zoning Districts) ~~2.05.050, 2.06.050, 2.08.070~~ and Article 3, Section 14 (Off-Street Parking and Loading) of the Cypress Zoning Ordinance (Zoning Ordinance), as applicable, except as otherwise (a) required or permitted by State law or (b) provided in, and as more specifically set forth in Chapter 3 (Development Standards) of, this Specific Plan and this Section 2.2.3, and also subject to the following general requirements:

1. If the calculation of required parking spaces results in a fractional number, a fraction of one-half or higher shall be rounded up to the next whole number.
2. On-street parking may be permitted on all streets within the Specific Plan Area, subject to approval as part of the site plan review process.
3. On-street parking may be utilized to meet the parking requirements for uses in the Public Park District~~,~~ and the town center uses in the Mixed-Use (Town Center/HDR) District and ~~the town center uses in~~ the Mixed-Use (Town Center/MDR) District ~~and the Mixed-Use (Town Center/SFR/MDR) District~~.
4. On-street parking may be utilized to meet the guest parking requirements for residential uses in the Residential District, the Senior Housing/Medium-Density Residential District, the Mixed-Use (Town Center/~~M~~HDR) District and the Mixed-Use (Town Center/~~SFR/~~MDR) District.
5. Off-street parking is permitted anywhere within the Specific Plan Area.

2.2.3 Alternative Parking Requirements

As an alternative to compliance with the applicable parking requirements in this Specific Plan (including referenced requirements in the Zoning Ordinance), a developer may submit a parking study, including without limitation a shared parking analysis, to the City as part of the site plan review process to demonstrate why and the extent to which the parking requirements for the applicable development project should be different from the applicable parking requirements herein. If the parking study is approved as part of the site plan review process, the parking requirements for such project may differ from the applicable parking requirements herein in accordance with the parking study. Alternative parking arrangements may include, without limitation, the use of tandem spaces, shared parking between or within land use districts and a reduction in the number of required parking spaces based on bicycle spaces provided.

2.2.4 Street Section Standards

Streets shall be designed and constructed in conformance with the Circulation Element of the City's General Plan and the City of Cypress Standard Plans, unless alternative street standards are proposed and approved pursuant to Section 2.2.5, below.

2.2.5 Alternative Street Sections

In order to provide an opportunity for innovative and more functional design in the Specific Plan Area, street section standards that are different from the street sections standards in the City's Standard Plans may be proposed and approved as part of the site plan review process for a development project. The applicable developer shall demonstrate why and the extent to which the street section requirements for the applicable development project should be different from the applicable street section requirement(s) in the City's Standard Plans. If one or more alternative street sections are approved as part of the site plan review process, those street sections shall be permitted in lieu of the applicable street sections in the City's Standard Plans.

2.2.6 Land Use District Access

1. Mixed-Use (Town Center/HDR) District

   Access to the Mixed-Use (Town Center/HDR) District will be from ~~the extension of Moody~~Siboney ~~Street~~, as extended to the south (from Cerritos Avenue), ~~(from Katella Avenue) and~~ Vessels Circle, as extended to the west (from Walker Street) and Siboney Street (from Katella Avenue).

2. Mixed-Use (Town Center/MDR) District

   Access to the Mixed-Use (Town Center/MDR) District will be from Moody Street, as extended to the south (from Cerritos Avenue), Vessels Circle, as extended to the west (from Walker Street). and Siboney Street (from Katella Avenue).

~~2~~3. Public Park District

   Access to the western portion of the Public Park District will be from Lexington Drive and/or Cerritos Avenue. Access to the central portion of the Public Park District will be from the extension of Moody Street and/or Cerritos Avenue.

~~3~~4. Residential District

   Access to the Single-Family Detached Subdistrict will be from Cerritos Avenue and the extension of Moody Street. However, single-family residences shall front on local streets (private or public) within the Specific Plan Area and not on offsite public roads.

   Access for the Single-Family Attached Subdistrict will be from the extension of Moody Street (from Cerritos Avenue) and ~~the extension of~~ Siboney Street (from Katella Avenue) and may be from Enterprise Drive.

~~4~~5. Senior Housing/Medium-Density Residential District

   Access to the Senior Housing/Medium-Density Residential District will be from Lexington Drive and/or Cerritos Avenue.

~~5. Mixed-Use (Town Center/MDR) District~~

   ~~Access to the Mixed-Use (Town Center/MDR) District will be from the extension of Siboney Street (from Katella Avenue) and the extension of Vessels Circle (from Walker Street).~~

~~6. Mixed-Use (Town Center/SFR/MDR) District~~

   ~~Access to the Mixed-Use (Town Center/SFR/MDR) District will be from the extension of Vessels Circle (from Walker Street).~~

2.3 Water Plan

An extensive network of water lines currently serves the Specific Plan Area and adjacent properties. Golden State Water Company is the water purveyor. There are existing water lines within Lexington Drive, Cerritos Avenue, and Katella Avenue, as depicted on Figure 2-4 (Water Plan), that currently serve, and would continue to serve, the Specific Plan Area. Golden State Water Company has indicated that these existing lines are adequate for the proposed uses within the Specific Plan Area.

Precise water system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process. Water mains will be dedicated to the water company after construction and acceptance.

2.4 Wastewater Plan

The City will be responsible for reviewing and approving the collection of wastewater within the Specific Plan Area, and the County Sanitation Districts of Orange County (CSDOC) will be responsible for wastewater treatment. Existing sewer lines consist of a 30-inch CSDOC regional sub-trunk in Lexington Drive that flows south to Katella Avenue, a 21-inch City sewer which connects to the CSDOC facility at the intersection of Katella Avenue and Lexington Drive, and a trunk line in Enterprise Drive. The existing trunk sewer lines adjacent to the Specific Plan Area are shown on the Wastewater Plan in Figure 2-5.

New development that occurs within the Specific Plan Area will connect to the existing trunk sewer lines. Precise sewer system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process. New collection lines will be offered for dedication to the City after construction.

2.5 Drainage Plan

The Orange County Flood Control District (OCFCD) maintains regional storm channels for offsite areas, while the City maintains local storm drains in the vicinity of the Specific Plan Area.

Previous discussions with OCFCD staff indicate that the flood control systems around the Specific Plan Area were not designed to accept drainage runoff from the Specific Plan Area with respect to the contemplated town center and residential uses.

Consequently, the existing drainage system surrounding this area will not be adequate to serve the Specific Plan Area. The proposed drainage solution involves the use of low impact development (LID) principles to manage storm runoff. With respect to each development project, the applicable portion of the Specific Plan Area will be graded and landscaped to reduce the volume of storm water that flows off the Specific Plan Area and enters the City's storm drain system. This approach will reduce post-development impacts on hydrology and improve the quality of runoff that discharges to the City's storm drain system. To the extent possible, this approach will maximize onsite storage of storm water flows and promote infiltration at various locations within the Specific Plan Area. Rain that falls on the Specific Plan Area will be managed onsite through water qualify best management practices, which may include the use of porous pavements, grassed swales, bioretention swales, filter/buffer strips, and other landscaping features that function to hold and ~~infiltrate~~treat rainwater. If further reductions in offsite storm water discharges are necessary, other approaches to infiltrate runoff into the subsurface may be utilized, including ~~dry wells,~~ French drains~~, gravel-filled infiltration pits, and infiltration galleries~~. In some cases, an onsite biotreatment system and/or biofiltration proprietary devices may be utilized to improve the quality storm water before it is discharged from the Specific Plan Area to the offsite drainage system. The employment of these LID principles will minimize use of hard surfaces, concrete curbs, gutters, and other similar conveyances where appropriate and feasible.

This concept may be used in conjunction with onsite flood control facilities, either surface or subsurface, to store runoff on a temporary basis until after the rain event abates and sufficient capacity is available within the City's storm drain system to allow for discharge from the Specific Plan Area. Onsite retention ponds or subsurface storage vaults may be centralized such that multiple development parcels share the same storage systems, or they may be stand-alone and parcel-specific.

Because of the widely diversified land uses proposed in this Specific Plan, a combination of drainage and treatment systems may be appropriate and will be determined during the project development and design stage. The developer must obtain approval from the City Engineer for the method selected in each instance.

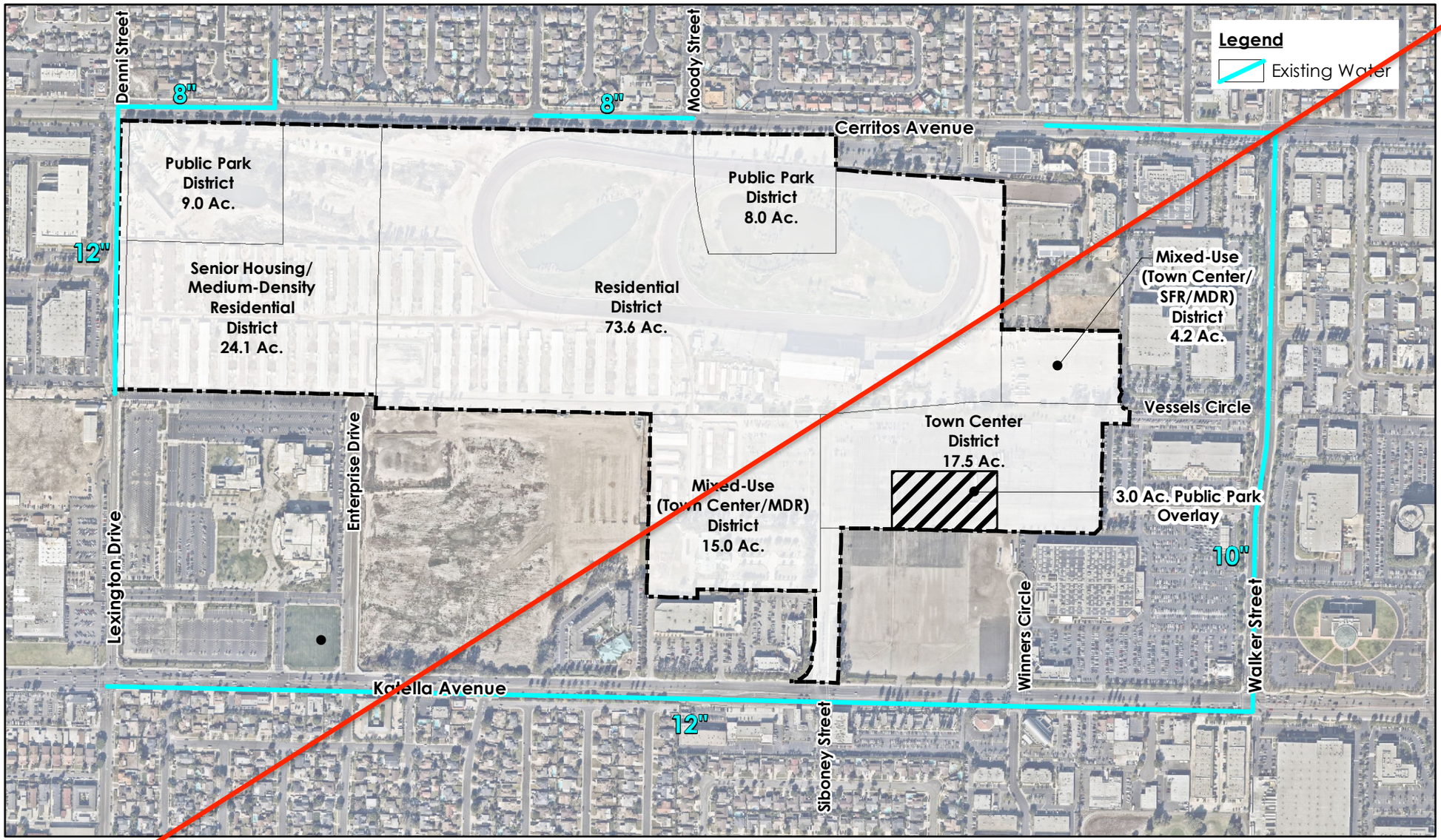


Figure 2-4

Water Plan

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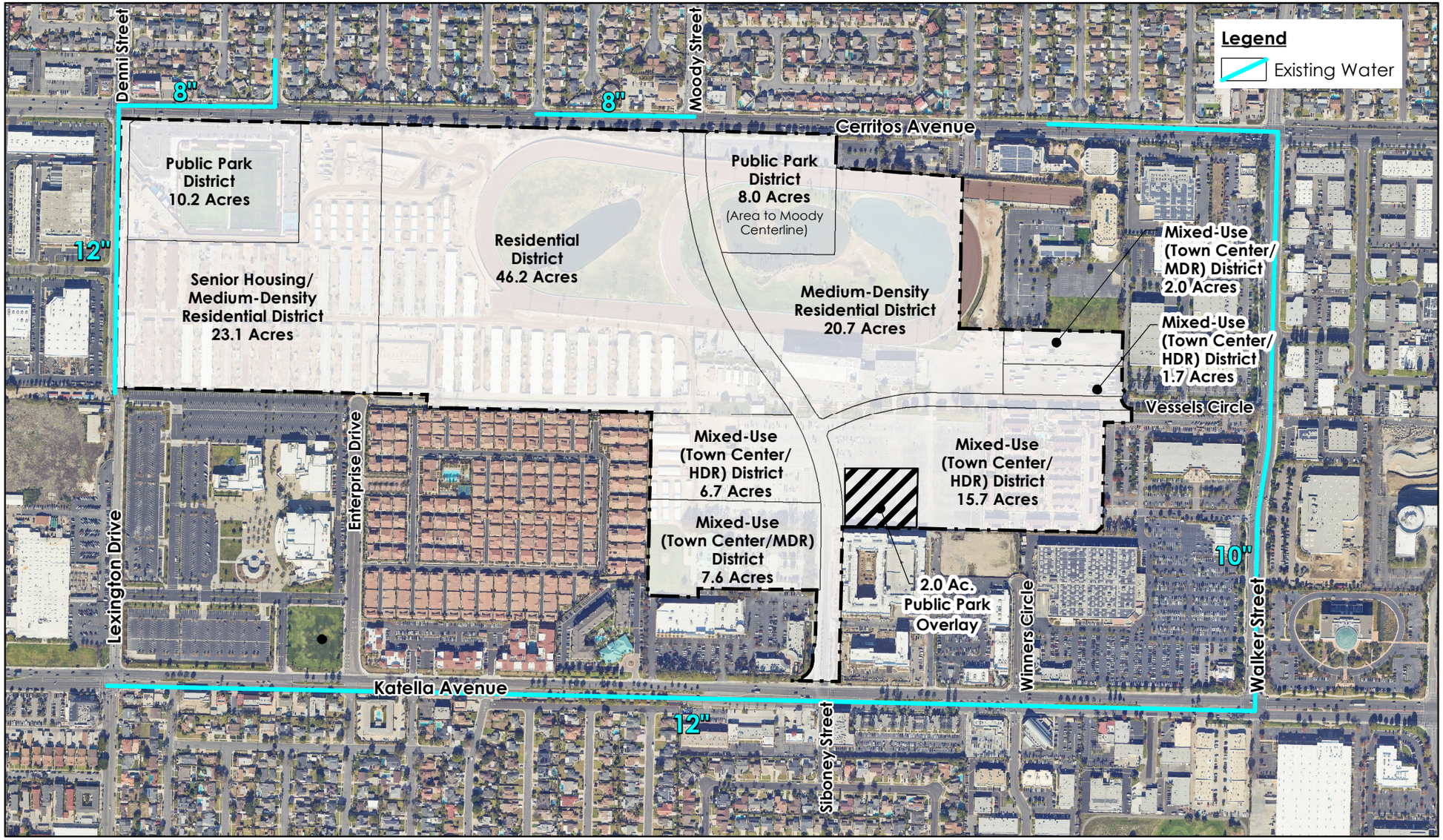


Figure 2-4

Water Plan

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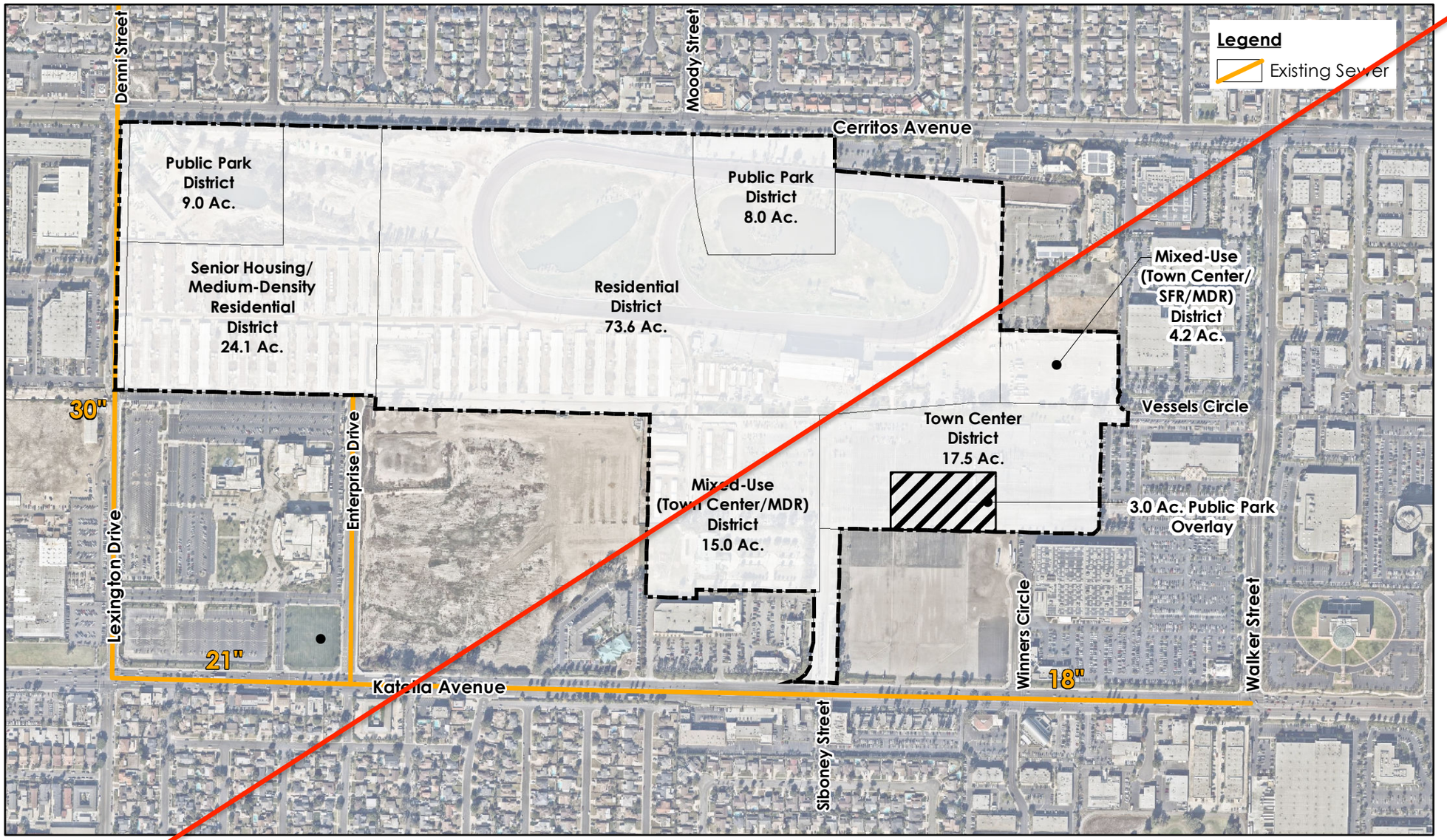


Figure 2-5

Wastewater Plan

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December 2017



Figure 2-5

Wastewater Plan

CYPRESS TOWN CENTER AND COMMONS

SPECIFIC PLAN 3.0

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May 2024

2.7 Solid Waste

The City of Cypress currently contracts with a private solid waste hauler to collect and dispose of the solid waste/refuse generated by the City. Solid waste/refuse collected in the City would be transported to an appropriate landfill.

2.8 Natural Gas and Electricity

The Specific Plan Area is located within the service areas of the Southern California Gas Company (natural gas) and the Southern California Edison Company (electricity). The existing utility network can be expanded to meet the future demands associated with development in the Specific Plan Area. Precise system requirements will be determined as development projects are proposed within the Specific Plan Area as part of the site plan review process and, where applicable, the subdivision map process.

3 DEVELOPMENT STANDARDS

3.1 Purpose and Intent

The purpose of this Chapter 3 is to set forth the standards and regulations governing the use of land within the Specific Plan Area. All development projects within the Specific Plan Area shall comply with the standards and regulations applicable to the Land Use District(s) in which a development project is located.

The provisions of this Specific Plan shall apply throughout the Specific Plan Area except where, and so far as, any such provision conflicts with State law, in which case State law shall apply.

3.1.1 General Provision

All construction and development within the Specific Plan Area shall comply with applicable provisions of the City's then current building, mechanical, electrical, plumbing, grading and excavation regulations.

3.2 Residential District Development Standards

The Residential District is intended to accommodate a variety of residential products within two subdistricts, as described in Chapter 2. The uses described in Sections 3.2.1 and 3.2.2, below, shall be permitted or conditionally permitted, as applicable, in the Residential District.

3.2.1 Permitted Uses

1. The following uses are permitted in the Single-Family Detached Subdistrict:
    a. Single-family dwelling units
    b. Accessory structures under 15 feet in height
    c. Home occupations
    d. Model home/subdivision sales offices
    e. Private yard/garage sales
    f. Second dwelling units not more than 640 square feet
    g. Second-story decks and balconies
    h. Senior housing
    i. Temporary uses/activities
    j. Animal keeping (not more than 3 dogs and/or cats)
    k. Community care, small
    l. Day care homes, large
    m. Day care homes, small
    n. Group homes
    o. Residential care homes, small
    p. Schools-K–12, public
    q. Swimming pools
    r. Nature preserves
    s. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
    t. Public and private utility substations, reservoirs, or pumping plants, not including offices.

2. The following uses are permitted in the Single-Family Attached Subdistrict:

   a. Single-family dwelling units
   b. Condominiums/townhouses
   c. Accessory structures
   d. Duplexes
   e. Home occupations
   f. Model home/subdivision sales offices
   g. Private yard/garage sales
   h. Second dwelling units not more than 640 square feet
   i. Second-story decks and balconies
   j. Senior housing
   k. Temporary uses/activities
   l. Animal keeping (not more than 3 dogs and/or cats)
   m. Community care, small
   n. Day care homes, large
   o. Day care homes, small
   p. Group homes
   q. Residential care homes, small
   r. Schools-K–12, public
   s. Swimming pools
   t. Nature preserves
   u. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
   v. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.2.2 Uses Permitted Subject to a Conditional Use Permit

1. The following uses may be permitted in the Single-Family Detached Subdistrict, subject to the approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

   a. Accessory structures over 15 feet in height
   b. ~~Detached condominiums and c~~Condominium conversions
   c. Granny units
   d. Second dwelling units more than 640 square feet
   e. Churches
   f. Day care centers
   g. Schools-K–12, private
   h. Tennis courts, private
   i. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   j. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   k. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

2. The following uses are conditionally permitted in the Single-Family Attached Subdistrict:

   a. Condominium conversions
   b. Granny units
   c. Churches
   d. Day care centers
   e. Schools-K–12, private
   f. Tennis courts, private
   g. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   h. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
   i. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.2.3 Development Standards

See Table 3-1 below.

Table 3-1

RESIDENTIAL DEVELOPMENT STANDARDS

	Single-Family Detached – – Lots within 100 Feet of Cerritos Avenue Right of Way	Single-Family Detached – Lots More than 100 Feet from Cerritos Avenue Right of Way	Single-Family Attached
Minimum Parcel Size	6,000 square feet	3,600 square feet	5,000 square feet
Maximum Allowable Density	5 dwelling units/gross acre(8)	8 dwelling units/gross acre(8)	10 dwelling units/gross acre
Minimum Parcel Width	50 feet	30 feet	50 feet
Minimum Parcel Depth	90 feet	40 feet	60 feet
Maximum Structure Height(1)	35 feet and 2 stories	35 feet and 2 stories	35 feet and 32 stories
Setbacks(2)			
Minimum Front Setback, Single-Story(3)	20 feet	10 feet	10 feet from edge of private driveway
Minimum Front Setback, Second-Story	25 feet	10 feet	10 feet from edge of private driveway
Minimum Interior Side Setback, Single-Story	5 feet(4)	No minimum	0 feet on one side, shall maintain compliance with minimum distance between structures
Minimum Interior Side Setback, Second-Story	10 feet(4)	5 feet	0 feet on one side, shall maintain compliance with minimum distance between structures
Minimum Street Side Setback, Single-Story	10 feet	10 feet	10 feet
Minimum Street Side Setback, Second-Story	15 feet	10 feet	10 feet
Minimum Rear Setback	10 feet	10 feet	10 feet
Maximum Lot Coverage, Single-Story Structure	60%	60%, excluding common private drives	60%, excluding common private drives
Maximum Lot Coverage, Two-Story Structure	40%	40%, excluding common private drives	50%, excluding common private drives
Minimum Dwelling Unit Size	1,100 square feet	1,100 square feet	1,000 square feet
Minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height	10 feet	10 feet	10 feet

	Single-Family Detached – – Lots within 100 Feet of Cerritos Avenue Right of Way	Single-Family Detached – Lots More than 100 Feet from Cerritos Avenue Right of Way	Single-Family Attached
Minimum distance between structures on the same parcel where one or more structures exceeds 15 feet in height	10 feet	10 feet	10 feet
Minimum separation between opposing second-story bedroom windows	5 feet(5)	N/A	N/A
Minimum Driveway Widths	1620 feet – 2-vehicle garages 2430 feet – 3 vehicle garages(6)	1620 feet – 2-vehicle garages 2430 feet – 3 vehicle garages(6)	1620 feet – 2-vehicle garages 2430 feet – 3 vehicle garages(6)
Minimum interior garage dimension	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet, clear with no obstructions, with 3-vehicle garages(7)	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet, clear with no obstructions, with 3-vehicle garages(7)	20-feet by 20-feet, clear with no obstructions, with 2-vehicle garages 30-feet by 20-feet, clear with no obstructions, with 3-vehicle garages(7)
Minimum Landscaped Open Space	N/A	N/A	N/A

(1) A roof deck shall not be considered a story.

(2) All setbacks shall be measured from property line to the main structure.

(3) For parcels located at the closed end of a cul-de-sac (e.g., along a "bulb"), the required minimum front setback shall be reduced by 50 percent.

(4) Additions to the original allowed dwelling unit shall be allowed within the required interior setback; provided, the setback distance between the addition and the interior side property line is the same or greater than that of the original structure, not including the garage or any accessory structure. In any case, the addition shall not be located closer than five feet from an interior side property line, but only when combined with an adjoining side setback of at least ten feet in width.

(5) The separation shall be measured from the edge of one bedroom window to the closest edge of the opposing bedroom window.

(6) A paved driveway shall be provided between each garage and the closest approved access to an adjoining street. No more than one driveway shall be allowed for each single-family dwelling unit. Circular driveways shall be allowed on all parcels that are 100 feet or greater in width. Three-vehicle garages with tandem parking shall have a minimum driveway width of 20 feet, subject to approval as part of the site plan review process.

(7) Three-vehicle garages with tandem parking shall have a minimum width of 20 feet and an additional 20 feet of depth for the tandem space, subject to approval as part of the site plan review process.

(8) The residential density within the Single-Family Detached Subdistrict that is more than 100 feet from the Cerritos Avenue right of way may exceed 8 dwelling units/gross acre, provided that the overall residential density in the Single-Family Detached Subdistrict does not exceed 8 dwelling units/gross acre.

3.2.4 Maximum Number of Residential Units

The Residential Development Standards in Table 3-1 include the maximum residential densities in each of the subdistricts that comprise the Residential District. The development standards set forth in Section 3.3.4, below, include the maximum residential density for higher-density residential housing in the Mixed-Use (Town Center/HDR) District. The development standards set forth in Section 3.4.7, below, include the maximum residential density for medium-density residential housing in the Senior Housing/Medium-Density Residential District, ~~as well as~~ the maximum residential density for medium-density residential housing in the Mixed-Use (Town Center/MDR) District and the ~~Mixed-Use (Town Center/SFR/MDR)~~Medium-Density Residential District (collectively, the ~~Mixed-Use~~MDR Districts). The development standards set forth in Section 3.4.6, below, include the maximum residential density for senior housing in the Senior Housing/Medium-Density Residential District. Based on these densities, more than ~~1,000~~1,926 residential units could be developed within the Residential District, the ~~Senior Housing/Medium-Density Residential District and the Mixed-Use~~ MDR Districts, (which includes the senior housing density allowed in the Senior Housing/Medium-Density Residential District) and the Mixed-Use (Town Center/HDR) District. While these densities effectively limit the number of residential units in those districts ~~Residential District, the Senior Housing/Medium-Density Residential District and the Mixed-Use Districts~~, the total number of residential units in the Residential District, the ~~Senior Housing/Medium-Density Residential~~MDR Districts and the Mixed-Use (Town Center/HDR) District~~s~~ shall not exceed ~~1,000~~1,926 units.

3.2.5 Relationship to the Zoning Ordinance

1. Single-Family Detached Subdistrict

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential and related uses allowed within the Single-Family Detached Subdistrict in accordance with this Section 3.2 that are different from what would otherwise be allowed on property within the RS-6000 or other zoning district pursuant to the Cypress Zoning Ordinance (Zoning Ordinance), this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-6000 zoning district shall apply. The uses described in Sections 3.2.1.1 and 3.2.2.1, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Single-Family Attached Subdistrict

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential and related uses allowed within the Single-Family Attached Subdistrict in accordance with this Section 3.2 that are different from what would otherwise be allowed on property within the RS-5000 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-5000 zoning district shall apply. The uses described in Sections 3.2.1.2 and 3.2.2.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

3.2.6 Parking

Off-street parking for the Residential District shall be provided in accordance with the applicable requirements in Article 2, Sections 5 (Residential Zoning Districts)~~Sections 2.05.050~~ and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with

respect to the uses described in Sections 3.2.1 and 3.2.2, above, except as otherwise (a) required or permitted by State law or (b)provided in this Specific Plan.

3.3 Mixed-Use (Town Center/HDR) District Development Standards

The Mixed-Use (Town Center/HDR) District, as shown on Figure 2-1 (Land Use Plan), is intended to accommodate the development of a variety of retail, entertainment, commercial and higher-density residential uses to create a gathering place and "main street" for the community.

The uses described in Sections 3.3.1 and 3.3.2, below, shall be permitted or conditionally permitted, as applicable, in the Mixed-Use (Town Center/HDR) District.

3.3.1 Permitted Uses

1. Accessory retail uses
2. Appliance stores (large appliance sales and service)
3. Automated teller machines (ATMs)
4. Banks and financial institutions
5. Barber or beauty shops
6. Business support services
7. Bicycle and pedestrian trails
8. Bowling alleys
9. Catering services
10. Commercial, trade or vocational schools
11. Condominiums/townhouses
12. Department stores
13. Dry cleaning service, drop-off only
14. Family/children entertainment centers (indoor) with climbing apparatus, play equipment, food service, video games, party facilities, and similar attractions
15. Financial services
16. Food and beverage establishments, including restaurants, bakeries, cafes, delicatessens, gourmet beer and wine shops, ice cream parlors, open air dining areas and specialty food, but excluding fast-food restaurants, with or without drive-in/through service
17. Florist shops
18. Furniture/furnishings, rentals, sales and service stores
19. Garden centers or plant nurseries
20. Hardware stores
21. Hotels or motels, including conference facilities
22. Interior decorating or drapery shops
23. Live/work units, subject to Section 3.3.7, below
24. Medical/dental offices, clinics or services
25. Motor vehicle leasing/rental (office only; no vehicles onsite)
26. Motor vehicle parts and supplies
27. Multi-family dwelling units, including associated uses such as second-story decks and balconies, clubhouses and swimming pools
28. Office equipment/supply stores
29. Offices, administrative or executive

30. Offices, professional or government
31. Outdoor retail sales and activities
32. Parks, outdoor activity areas and open space
33. Personal services, general
34. Pet shops
35. Photocopy/desktop facilities
36. Photography studios/supply shops
37. Pharmacies/drug stores
38. Playland, associated with a restaurant
39. Public utility service offices
40. Retail stores, general merchandise
41. Satellite dishes/antenna (less than 3 feet/2 meters in diameter)
42. Shopping centers
43. Sporting goods stores, no firearms
44. Studios - art, dance, karate, music, photography, etc.
45. Tanning studios
46. Temporary uses/activities
47. Theaters, auditoriums, and meeting halls
48. Theaters, movie
49. Travel agencies
50. Veterinarian services and small animal hospitals
51. Wireless communication facilities
52. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
53. Any other use that the Director of Community Development finds is consistent with the purpose and intent of this Section, and similar to the listed permitted uses and compatible with these uses, subject to appeal to the City Council.

3.3.2 Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Alternative fuels and recharging facilities
2. Bars/liquor establishments (onsite consumption only)
3. Catering services
4. Churches
5. Clubs or lodges
6. Day care centers
7. Educational institutions, private or public
8. Health/fitness centers
9. Indoor amusement/arcade, cyber cafe, entertainment/recreation centers
10. Libraries
11. Live entertainment and dancing
12. Liquor stores (offsite consumption only)
13. Medical services, laboratories

14. Mixed-use developments, where the residential portion of the development occupies a minimum of 50 percent of the total floor area of the development.
15. Museums
16. ~~5~~. Nightclubs, with or without food service, bar
17. ~~6~~. Outdoor amusement/entertainment/recreation centers
18. ~~7~~. Pool halls/billiard centers
19. ~~18~~. Post offices
20. ~~19~~. Public utilities, including, but not limited to substations, reservoirs and pumping stations
21. ~~10~~. Restaurants, fast food, with or without drive-through service, or with outdoor seating
22. ~~11~~. Restaurants with alcohol sales
23. ~~12~~. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
24. ~~13~~. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
25. ~~14~~. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
26. ~~15~~. Any other use that the Director of Community Development finds is consistent with the purpose and intent of this Section, and similar to the listed conditionally permitted uses and compatible with these uses, subject to appeal to the City Council.

3.3.3 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.3.4 Development Standards

1. Minimum Parcel Area: 10,000 square feet.
2. Minimum Parcel Depth: No minimum.
3. Minimum Parcel Width: 50 feet.
4. Maximum Parcel Coverage by Structures: No maximum.
5. Maximum Residential Density: Overall 30 dwelling units/gross acre. ~~Maximum Residential Density: Overall 30 dwelling units/gross acre. number of multi-family dwelling units in Town Center District, including live/work units: 250 units.~~
6. Minimum Residential Density: Overall 20 dwelling units/gross acre.
7. ~~6~~. Maximum Structure Height: 75 feet, excluding any roof-mounted equipment and/or architectural details.
8. ~~7~~. Setbacks:
   a. Minimum front setback: No minimum.
   b. Minimum street side setback: 10 feet from streets.
   c. Minimum interior side setback: No minimum.
   d. Minimum rear setback: No minimum.
   e. A multi-family residential building shall be set back a minimum of 10 feet from non-residential buildings.
9. ~~8~~. Minimum driveway width for 2-way traffic: 24 feet.
10. ~~9~~. Mechanical Equipment

    Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, ventilation and exhaust equipment, shall be screened in a material consistent with the building and screened from view from any abutting street or

highway and any abutting residential area. All such mechanical equipment shall be designed as an integral part of the building, and shall be maintained in a clean and proper condition to prevent a collection of litter and filth and to avoid the emission of unnecessary noise, dust or fumes.

3.3.5 Maximum Floor Area Ratio

The maximum floor area ratio (FAR) for non-residential development in the Mixed-Use (Town Center/HDR) District shall not exceed 0.6:1; provided, however, that (a) the FAR for non-residential development on any development parcel in the Mixed-Use (Town Center/HDR) District may have a maximum FAR of 1.0:1~~, (b) the gross floor area of any multi-family dwellings constructed in the Town Center District shall be excluded in calculating the FAR for the Town Center District,~~ and (b~~c~~) the floor area devoted to parking within a building shall not be considered in calculating the FAR for non-residential development in the Mixed-Use (Town Center/HDR) District. This section does not apply to residential development or the non-residential component of a mixed-use project.

3.3.6 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

~~3.3.6~~3.3.7 Relationship to the Zoning Ordinance

1. Non-Residential Uses

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements and tree removal) with respect to non-residential development in the Mixed-Use (Town Center/HDR) District in accordance with this Section 3.3 that are different from what would otherwise be allowed on property within the CG (Commercial General) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the CG (General Commercial) zoning district shall apply with respect to such non-residential uses. The non-residential uses described in Sections 3.3.1 and 3.3.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Residential Uses

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to residential development in the Mixed-Use (Town Center/HDR District in accordance with this Section 3.3 that are different from what would otherwise be allowed on property within the RM-20 (Multiple-Family) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 (Multiple-Family) zoning district shall apply with respect to such residential uses. The residential uses described in Section 3.3.1, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

~~3.3.7~~3.3.8 Live/Work Units

1. Applicability

This Section provides standards for live/work and artists' lofts/studios to accommodate live/work opportunities. Live/work quarters are especially intended for residential uses in conjunction with office or retail uses, either on the same floor, or on separate floors.

2. Floor Area Requirements

   a. A live/work unit shall have a minimum floor area of at least 1,250 square feet.

   b. The maximum size of the residential portion of the live/work unit shall be 50 percent of the unit.

   c. A ground-level live/work unit with street frontage shall devote the initial 25 feet of floor area depth to commercial activity.

3. Unit Access

   Where there are multiple live/work units within a single structure, each unit shall be physically separated from other units and uses within the structure, and access to individual units shall be from a common open space, corridor, hallway, or other common access area.

4. Internal Integration of the Live/Work Unit

   a. There shall be direct access between the working and living spaces within the live/work unit.

   b. There shall be no separate entrance to the living space by a separate door. All access to the living space shall be from the working space.

   c. The working space shall not be leased separately from the living space; conversely, the living space shall not be leased separately from the working space.

5. Occupancy and Employees

   a. At least one full-time employee of business activity occupying the live/work unit shall also reside in the unit; conversely, at least one of the persons living in the live portion shall work in the work portion.

   b. The business activity occupying the live/work unit may utilize nonresident employees, as necessary.

~~3.3.8~~3.3.9 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section~~s 2.06.050~~ 6 (Commercial Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.3.1 and 3.3.2, above, except that off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section 5 (Residential Zoning Districts) ~~Sections 2.05.050~~ and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to multi-family and other residential dwelling units, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or permitted by State law.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the

maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.4 Senior Housing/Medium-Density Residential District Development Standards

The Senior Housing/Medium-Density Residential District, as shown on Figure 2-1 (Land Use Plan), is a flexible land use designation that allows senior housing and related continuum of care uses, to complement the adjacent Barton Place development (now known as Ovation at Flora Park) and/or the development of medium-density residential uses. The uses described in Sections 3.4.1, 3.4.2, 3.4.3 and 3.4.4, below, shall be permitted or conditionally permitted, as applicable, in the Senior Housing/Medium-Density Residential District.

3.4.1 Permitted Senior Housing Uses

For purposes of this Specific Plan, "senior housing" shall mean independent living units or other independent housing that is occupied by a qualifying resident under State law who is 55 years of age or older, and may include common dining areas and other community facilities.

1. Senior housing
2. Condominiums/townhouses (senior housing only)
3. Multi-family dwelling units (senior housing only)
4. Assisted living and memory care facilities
5. Convalescent/rest homes
6. Accessory structures
7. Home occupations
8. Model home/subdivision sales offices (senior housing only)
9. Private yard/garage sales
10. Second-story balcony
11. Single-family dwelling units (senior housing only)
12. Caretaker/employee housing
13. Swimming pools
14. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
15. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.4.2 Senior Housing Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Churches
2. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
3. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
4. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.4.3 Permitted Medium-Density Residential Uses

1. Condominiums/townhouses

2. Multi-family dwelling units
3. Single-family dwelling units
4. Accessory structures
5. Duplexes
6. Home occupations
7. Model home/subdivision sales offices
8. Second-story decks and balconies
9. Senior housing
10. Temporary uses/activities
11. Animal keeping (not more than 3 dogs and/or cats)
12. Community care, small
13. Day care homes, large
14. Day care homes, small
15. Group homes
16. Residential care homes, small
17. Schools-K–12, public
18. Swimming pools
19. Nature preserves
20. The permitted uses set forth in Section 3.7.1, below, for the Public Park District
21. Public and private utility substations, reservoirs, or pumping plants, not including offices.

3.4.4 Medium-Density Residential Uses Permitted Subject to a Conditional Use Permit

The uses set forth below may be permitted, subject to approval of a conditional use permit in accordance with Section 4.19.070 of the Zoning Ordinance:

1. Accessory structures over 15 feet in height
2. ~~Detached c~~Condominium~~s, townhouses, or condominium~~ conversions
~~3. Density bonuses~~
3. Dormitories
4. Assisted living and memory care facilities
5. Churches
6. Community care, large
7. Convalescent/rest homes
8. Day care centers
9. Residential care homes, large
10. Schools-K–12, private
11. Tennis courts, private
12. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
13. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
14. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course).

3.4.5 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.4.6 Senior Housing Development Standards

1. Minimum parcel size: 10,000 square feet (this requirement relates to the development parcel, not to individual lots).
2. Minimum parcel depth: 100 feet (this requirement relates to the development parcel, not to individual lots).
3. Minimum parcel width: 100 feet (this requirement relates to the development parcel, not to individual lots).
4. Maximum allowable density: Overall 20 dwelling units/gross acre, provided that an assisted living or memory care facility shall not be considered a multi-family dwelling and no portion of any such facility shall constitute dwelling units.
5. Maximum structure height: 35 feet.
6. Minimum dwelling unit size:
   a. One bedroom: 500 square feet.
   b. Two bedrooms: 700 square feet.
   c. Three (+) bedrooms: 900 square feet.
7. Minimum Open Space: 300 square feet per dwelling unit, provided that any or all of such open space (a) may be common, private or public and (b) shall include balconies, patios and any land occupied by recreational structures or improvements.
8. Driveway widths:
   a. 1 to 2 units: Minimum of 12 feet.
   b. 3 or more units: Minimum of 20 feet.
9. Minimum landscaped open space: 25 percent.
10. Parcel Coverage and Distance Between Structures:
    a. The maximum parcel coverage by structures shall not exceed 60 percent.
    b. The minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height, shall be 6 feet. The minimum distance between structures on the same parcel, where one or both structures exceed 15 feet in height, shall be 10 feet. The foregoing requirements shall not apply to structures that are physically connected to one another.
11. Setbacks:
    a. Front: 10 feet.
    b. Rear: 5 feet.
    c. Side (interior, each): 5 feet; two story – 10 feet.
    d. Street side: 10 feet.

3.4.7 Medium-Density Residential Development Standards

1. Minimum parcel size: ~~10,000 square feet~~No minimum.
2. Minimum parcel depth: ~~100 feet~~No minimum.
3. Minimum parcel width: ~~100 feet~~No minimum.
4. Maximum allowable density: Overall 15 dwelling units/gross acre.
5. Maximum structure height: 35 feet and ~~3~~2 stories, provided that a roof deck shall not be considered a story.

~~6. Minimum dwelling unit size:~~

~~a. Bachelor: 450 square feet.~~

~~b. One bedroom: 600 square feet.~~

~~c. Two bedrooms: 750 square feet.~~

~~d. Three (+) bedrooms: 900 square feet.~~

6. Minimum landscaped open space: An average of 400 square feet per dwelling unit, provided that any or all of such open space (a) may be common, private or public and (b) shall include balconies, patios and any land occupied by recreational structures or improvements.
7. Driveway widths:
   a. 1 to 2 units: Minimum of 12 feet.
   b. 3 or more units: Minimum of 16~~24~~ feet.
8. Parcel coverage and distance between structures:
   a. The maximum parcel coverage by structures shall not exceed 60 percent.
   b. The minimum distance between structures on the same parcel, where neither structure exceeds 15 feet in height, shall be 6 feet. The minimum distance between structures on the same parcel, where one or both structures exceed 15 feet in height, shall be 10 feet.
9. Minimum setbacks:
   a. Front: 20 feet (for parcels located at the closed end of a cul-de-sac (e.g., along a "bulb"), the required minimum front setback shall be reduced by 50 percent).
   b. Rear: 10 feet, except for detached garages with alley access, which require a setback of 12 feet from the centerline of the alley.
   c. Interior side: single-story – 5 feet; second-story – 10 feet.
   d. Street side: 10 feet.

   All setbacks shall be measured from property line to the main structure.
10. Minimum interior garage dimension: 20 feet by 20 feet, clear with no obstructions.

3.4.8 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the MDR Districts and the Mixed-Use (Town Center/HDR) District shall not exceed 1,926 units.

3.4.9 Relationship to the Zoning Ordinance

1. Senior Housing Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to senior housing and the related uses allowed within the Senior Housing/Medium-Density Residential District in accordance with this Section 3.4 that are different from what would otherwise be allowed on property within the RM-20 (Multiple-Family) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 (Multiple-Family) zoning district shall apply.

The uses described in Sections 3.4.1and 3.4.2, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

2. Medium-Density Residential Development

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to multi-family residential and related uses allowed within the Senior Housing/Medium-Density Residential District in accordance with this the Section 3.4 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply. The uses described in Sections 3.4.3 and 3.4.4, above, shall have the meanings, if any, set forth for them in the Zoning Ordinance as of the effective date of this Specific Plan.

3.4.10 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section~~s 2.05.050~~ 5 (Residential Zoning Districts and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.4.1 and 3.4.2 (Senior Housing), above, and Sections 3.4.3 and 3.4.4 (Medium-Density Residential), above, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence or elsewhere in this Specific Plan, (i)the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit and (ii) the minimum parking requirement for senior housing shall be a total of 1 garage space for each dwelling unit and 1 unassigned open space for every 20 dwelling units, in each case except as otherwise required or permitted by State law.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.5 Mixed-Use (Town Center/MDR) District Development Standards

The Mixed-Use (Town Center/MDR) District, as shown on Figure 2-1 (Land Use Plan), is a flexible land use designation that allows an expansion of the town center uses permitted and conditionally permitted in the Mixed-Use (Town Center/HDR) District (if and to the extent demand for additional town center uses exists in the future) and/or the development of medium-density residential, senior housing and related uses allowed in the Senior Housing/Medium-Density Residential District. The uses described in Sections 3.5.1 and 3.5.2, below, shall be permitted or conditionally permitted, as applicable, in the Mixed-Use (Town Center/MDR) District.

3.5.1 Permitted and Conditionally Permitted Town Center Uses

All of the permitted and conditionally permitted uses in the Mixed-Use (Town Center/HDR) District, as set forth in Sections 3.3.1 and 3.3.2, above.

3.5.2 Permitted and Conditionally Permitted Medium-Density Residential and Senior Housing Uses

All of the permitted and conditionally permitted uses in the Senior Housing/Medium-Density Residential District, as set forth in Sections 3.4.1, 3.4.2, 3.4.3 and 3.4.4, above.

3.5.3 Prohibited Uses

1. Warehousing, wholesaling and distribution facilities.

3.5.4 Town Center Development Standards

The development standards for the Mixed-Use (Town Center/HDR) District set forth in Section 3.3.4, above, shall govern the development of town center uses in the Mixed-Use (Town Center/MDR) District.

3.5.5 Medium-Density Residential and Senior Housing Development Standards

The development standards for the medium-density residential uses set forth in Section 3.4.7, above, and the development standards for the senior housing uses set forth in Section 3.4.6, above, shall govern the development of medium-density residential and senior housing uses in the Mixed-Use (Town Center/MDR) District, except that the maximum height of senior housing structures shall be 55 feet.

3.5.6 Maximum Floor Area Ratio

The maximum floor area ratio (FAR) for non-residential development in the Mixed-Use (Town Center/MDR) District shall not exceed 0.6:1; provided, however, that (a) the FAR for non-residential development on any development parcel in the Mixed-Use (Town Center/MDR) District may have a maximum FAR of 1.0:1~~, (b) the gross floor area of any multi-family dwellings constructed in the Town Center District shall be excluded in calculating the FAR for the Town Center District,~~ and (b~~e~~) the floor area devoted to parking within a building shall not be considered in calculating the FAR for non-residential development in the Mixed-Use (Town Center/MDR) District. This section does not apply to residential development or the non-residential component of a mixed-use project.

3.5.7 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the ~~Senior Housing/Medium-Density Residential~~MDR Districts and the ~~two~~ Mixed-Use (Town Center/HDR) District~~s~~ shall not exceed ~~1,000~~1,926 units.

3.5.8 Relationship to the Zoning Ordinance

1. Town Center Development

   Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to non-residential development allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the CG (Commercial General) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the CG (Commercial General) zoning district shall apply.

2. Medium-Density Residential Development

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to medium-density residential and related uses allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply.

3. Senior Housing Development

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to senior housing and related uses allowed within the Mixed-Use (Town Center/MDR) District in accordance with this Section 3.5 that are different from what would otherwise be allowed on property within the RM-20 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-20 zoning district shall apply.

3.5.9 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section~~s 2.06.050~~ 6 (Commercial Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.5.1, above, and the applicable requirements in Article 2, Section~~s 2.05.050~~ 5 (Residential Zoning Districts) and Article 3, Section 14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Section 3.5.2, above, in each case except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or permitted by State law. Notwithstanding anything to the contrary in in this Specific Plan, off-street parking may be provided on all or any portion of the land within Mixed-Use (Town Center/MDR) District that is currently owned by Seacoast Grace Church with respect to any land use on the Seacoast Grace Church property, including the portion of the Seacoast Grace Church property that is located outside of the Specific Plan Area.

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.6 ~~Mixed-Use (Town Center/SFR/MDR)~~Medium-Density Residential District Development Standards

The Medium-Density Residential~~Mixed-Use (Town Center/SFR/MDR)~~ District, as shown on Figure 2-1 (Land Use Plan), ~~is a flexible land use designation that allows an expansion of the town center uses permitted and conditionally permitted in the Town Center District (if and to the extent demand for additional town center uses exists in the future), the development of uses allowed in the Residential District and/or~~ allows the development of medium-density residential and related uses allowed in the Senior Housing/Medium-Density Residential District.

The uses described in Section~~s~~ 3.6.1 ~~and 3.6.2~~, below, shall be permitted or conditionally permitted, as applicable, in the Medium-Density Residential~~Mixed-Use (Town Center/SFR/MDR)~~ District.

~~3.6.1 Permitted and Conditionally Permitted Town Center Uses~~

~~All of the permitted and conditionally permitted uses in the Town Center District, as set forth in Sections 3.3.1 and 3.3.2, above.~~

~~3.6.2~~3.6.1 Permitted and Conditionally Permitted ~~SFR/MDR~~ Medium-Density Residential Uses

All of the permitted and conditionally permitted uses ~~in the Residential District, as set forth in Sections 3.2.1 and 3.2.2, above, and all of the permitted and conditionally permitted uses~~ relating to medium-residential development in the Senior Housing/Medium-Density Residential District, as set forth in Sections 3.4.3 and 3.4.4, above.

~~3.6.3 Prohibited Uses~~

~~1. Warehousing, wholesaling and distribution facilities.~~

~~3.6.4 Town Center Development Standards~~

~~The development standards for the Town Center District set forth in Section 3.3.4, above, shall govern the development of town center uses in the Mixed-Use (Town Center/SFR/MDR) District.~~

~~3.6.5~~3.6.2 ~~Single-Family Residential and~~ Medium-Density Residential Development Standards

~~The development standards for the Single-Family Detached and Single-Family Attached Subdistricts set forth in Section 3.2.3, above, shall govern the development of single-family residential uses in the Mixed-Use (Town Center/SFR/MDR) District, provided that either single-family detached units or single-family attached units shall be allowed anywhere in the Mixed-Use (Town Center/SFR/MDR) District and the development of single-family detached units shall be subject to the development standards for the Single-Family Detached Subdistrict and the development of single-family attached units shall be subject to the development standards for the Single-Family Attached Subdistrict.~~ The development standards for medium-density residential uses set forth in Section 3.4.7, above, shall govern the development of medium-density residential uses in the Medium-Density Residential ~~Mixed-Use (Town Center/SFR/MDR)~~ District.

~~3.6.6 Maximum Floor Area Ratio~~

~~The maximum floor area ratio (FAR) for the Mixed-Use (Town Center/SFR/MDR) District shall not exceed 0.6:1; provided, however, that (a) the FAR for any development parcel in the Mixed-Use (Town Center/SFR/MDR) District may have a maximum FAR of 1.0:1, (b) the gross floor area of any single-family or medium-density residential housing constructed in the Mixed-Use (Town Center/SFR/MDR) District shall be excluded in calculating the FAR for the Mixed-Use (Town Center/SFR/MDR) District and (c) the floor area devoted to parking within a building shall not be considered in calculating the FAR in the Mixed-Use (Town Center/SFR/MDR) District.~~

~~3.6.7~~3.6.3 Maximum Number of Residential Units

As set forth in Section 3.2.4, above, the total number of residential units in the Residential District, the ~~Senior Housing/Medium-Density Residential~~ MDR Districts and the ~~two~~ Mixed-Use (Town Center/HDR) District~~s~~ shall not exceed ~~1,000~~1,926 units.

~~3.6.8~~3.6.4 Relationship to the Zoning Ordinance

~~1. Town Center Development~~

~~Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to non-residential development allowed within the Mixed-Use (Town Center/SFR/MDR) District in accordance with this Section 3.6 that are different from what would otherwise be allowed on property within the CG (Commercial General) or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the CG (Commercial General) zoning district shall apply.~~

~~2. Single-Family Detached Subdistrict~~

~~Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to single-family detached residential and related uses allowed within the Mixed-Use (Town Center/SFR/MDR) District in accordance with this Section 3.6 that are different from what would otherwise be allowed on property within the RS-6000 or other zoning district pursuant to the Cypress Zoning Ordinance (Zoning Ordinance), this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-6000 zoning district shall apply.~~

~~3. Single-Family Attached Subdistrict~~

~~Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to single-family attached residential and related uses allowed within the Mixed-Use (Town Center/SFR/MDR) District in accordance with this Section 3.6 that are different from what would otherwise be allowed on property within the RS-5000 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RS-5000 zoning district shall apply.~~

~~4. Medium-Density Residential Land Use~~

Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, sign requirements, landscaping and tree removal) with respect to the medium-density residential and related uses allowed within the Medium-Density Residential~~Mixed-Use (Town Center/SFR/MDR)~~ District in accordance with this Section 3.6 that are different from what would otherwise be allowed on property within the RM-15 or other zoning district pursuant to the Zoning Ordinance, this Specific Plan shall prevail over and supersede those applicable provisions in the Zoning Ordinance. Where no such conflict exists, the requirements in the Zoning Ordinance with respect to the RM-15 zoning district shall apply.

~~3.6.9~~3.6.5 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section~~s 2.06.050~~ (Residential Zoning Districts) and Article 3, Section14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.6.1, above, ~~and the applicable requirements in Sections 2.05.050 and 14 of the Zoning Ordinance with respect to the uses described in Section 3.6.2, above, in each case~~ except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan. Notwithstanding anything to the contrary in the preceding sentence, the minimum parking requirement for multi-family residential dwelling units shall be a total of 1 garage space for each dwelling unit and 1/4 unassigned open space for every dwelling unit, except as otherwise required or

permitted by State law.~~off-street parking may be provided on all or any portion of the land within Mixed-Use (Town Center/SFR/MDR) District that is currently owned by Seacoast Grace Church with respect to any land use on the Seacoast Grace Church property, including the portion of the Seacoast Grace Church property that is located outside of the Specific Plan Area.~~

Parking spaces may be located in the following manner: (a) on the same lot or development parcel as the use the parking is intended to serve; or (b) on an offsite lot or development parcel, provided that (i) such offsite parking is approved as part of the site plan review process for a development project and (ii) a parking covenant is recorded to require the maintenance of such offsite parking spaces. The City shall release such parking covenant at such time as such offsite spaces are not, or are no longer, required to satisfy any parking requirement under this Specific Plan or replacement parking is provided at another onsite or offsite location.

3.7 Public Park District Development Standards

The Public Park District, as shown on Figure 2-1 (Land Use Plan) has been established to provide land for public parks.

3.7.1 Permitted Uses

1. Recreation facilities
2. Access and service roads
3. Community garden/farmers market
4. Dog parks
5. Gazebos and other shade structures
6. Hiking and biking trails
7. Lakes, pools and ponds
8. Outdoor event area/lawn
9. Parking lots
10. Picnic areas and associated facilities, including bar-b-ques, seating, shade structures, etc.
11. Recreation/community center, clubhouse, cultural/events center
12. Refreshment/concessions stands
13. Restroom facilities
14. Flood control facilities
15. Utility easements and rights of way
16. Public utility substations, reservoirs and pumping plants, not including offices.

3.7.2 Uses Permitted Subject to a Conditional Use Permit

1. Raising of horses (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
2. Horse race tracks (this use shall no longer be permitted following the complete, voluntary and permanent closure of Los Alamitos Race Course)
3. Riding academies or stables (this use shall no longer be permitted following the complete, voluntary and permanent closure of the Los Alamitos Race Course).

3.7.3 Development Standards

1. Minimum Parcel Area No minimum.

2. Minimum Parcel Depth: No minimum.
3. Minimum Parcel Width: No minimum.
4. Building Site Coverage: No maximum.
5. Building Setbacks:
   a. Front: 10 feet
   b. Rear: 5 feet
   c. Side (interior or between buildings): Single Story - 5 feet; Two Stories- 10 feet
   d. Street Side: 10 feet.

3.7.4 Parking

Off-street parking shall be provided in accordance with the applicable requirements in Article 2, Section~~s 2.08.070~~ 8 (Special Purpose Zoning Districts) and Article 3, Section14 (Off-Street Parking and Loading) of the Zoning Ordinance with respect to the uses described in Sections 3.7.1 and 3.7.2, above, except as otherwise (a) required or permitted by State law or (b) provided in this Specific Plan.

3.8 Public Park Overlay

A ~~3~~2-acre public park, as shown on Figure 2-1(Land Use Plan), has been designated as a land use overlay (Public Park Overlay) within the Mixed-Use (Town Center/HDR) District, provided that this additional required public park space may be located (a) in any Land Use District or multiple Land Use Districts and (b) adjacent to one or both of the Public Park Districts in order to increase the size of the public parks that will be developed there. The precise location(s) of these ~~3~~2 additional acres of public park space will be determined based on the development projects proposed in the Specific Plan Area. Parks are a permitted land use in all of the Land Use Districts.

Notwithstanding anything to the contrary in this Chapter 3, the provisions of Section 3.7, above, for the Public Park District shall govern the use and development of public park space within the Public Park Overlay.

3.9 Tree Replacement

Existing trees within the Specific Plan Area may be removed, provided that any such proposed tree removal for a development project shall be described in the site plan review application for such project for informational purposes. If any such trees are removed, such trees will be replaced onsite with an equivalent number of specimen trees (48" box or larger) to be planted as part of the landscaping for the applicable development project. These replacement trees shall be planted in addition to normal tree planting requirements.

3.10 Building Height Notification/Restriction

The Specific Plan Area is located in proximity to the Joint Forces Training Base, Los Alamitos (JFTB), which is governed by the Airport Environs Land Use Plan (AELUP) for the JFTB. The Planning Area for the JFTB in the AELUP includes the area that lies above or penetrates the 100:1 Imaginary Surface, which is graphically shown in Appendix D to the AELUP, as well as Exhibit SAF-7 in the Safety Element of the City's General Plan. As those graphics reflect, a portion of the Specific Plan Area is located within the area where the construction of improvements could potentially penetrate the 100:1 Imaginary Surface, which would require notification to the Federal Aviation Administration and could result in a reduction in the height of proposed improvements.

4 SUSTAINABLE GUIDELINES

4.1 Introduction

One of the goals of this Specific Plan is to encourage the conservation of natural resources by requiring consideration of sustainable design strategies and conservation measures with respect to development projects proposed within the Specific Plan Area. Accordingly, the applicants for new development projects within the Specific Plan Area will consider the sustainable design strategies and conservation measures described in this chapter, as well as the California Green Building Standards Code and the City's Residential Green Building Suggestions and Water Efficient Landscape Guidelines. While appropriate sustainability strategies and conservation measures will be determined on a project-by-project basis, such strategies may include, but are not limited to, the following:

4.2 Storm Water Management

1. Use pervious paving materials wherever possible to filter storm water runoff and facilitate groundwater recharge.
2. Divert storm water runoff into detention basins to increase groundwater recharge, reduce drainage runoff, and control the rate of storm flows from the site.
3. Encourage the use of storm water management best practices, including infiltration basins, bioswales and biotreatment.

4.3 Landscaping

1. Prioritize the use of native and drought tolerant plant species to reduce water demand.
2. Limit the use of turf as groundcover and encourage water-conserving native groundcovers or perennial grasses, shrubs, and trees.
3. Encourage the use of automated irrigation systems that respond to changing weather conditions and irrigate by hydrozone.
4. Encourage the use of micro-irrigation techniques such as high efficiency, xeriscape irrigation systems that reduce the amount of water devoted to landscaped areas, and utilize drip and bubbler irrigation and low-angle, low-flow nozzles on spray heads.
5. Promote the use of mulch and environmentally friendly fertilizers to promote healthy soil and growing conditions.
6. Provide landscaped shade canopies to reduce the heat island effect in surface parking areas.
7. Provide a landscape palette that prioritizes non-evasive plant species.

4.4 Building Materials

1. Encourage the use of locally sourced building materials.
2. Use renewable or recycled building materials to the extent feasible. Such materials may include flooring alternatives like bamboo, wheatboard, and cork. Linoleum, exposed concrete, and recycled- content ceramic tiles are also desirable materials.
3. Encourage the use of insulation that consists of recycled content, such as cellulose, newspaper, or recycled cotton.

4.5 Indoor Air Quality

1. Use flooring and insulation products that are low emitters of volatile organic compounds (VOC) and formaldehyde.

2. Use low- and zero-VOC paints, finishes, adhesives, caulks, and other substances to improve indoor air quality and reduce the harmful health effects of off-gassing.

4.6 Lighting

1. Encourage the use of low-contrast lighting, low-voltage fixtures and energy-efficient bulbs, such as compact fluorescent and light emitting diodes.
2. Promote the use of lights with automated occupancy sensors in nonresidential buildings that automatically shut off when rooms are unoccupied.
3. Utilize solar-powered lights in landscaped areas for energy savings where possible.

4.7 Building Envelope

1. Install radiant barriers to reduce summer heat gain and winter heat loss.
2. Use natural ventilation techniques, such as operable windows, to take advantage of airflow for cooling interiors and reduce energy demand.
3. Use passive design to improve building energy performance through skylights, building orientation, landscaping and colors.
4. Consider reducing heat gain with the use of "cool roofs" that are painted with a highly reflective coating or employ light-colored materials.
5. Utilize water- and energy-saving fixtures and appliances, such as showerheads, toilets, washing machines, clothes dryers, refrigerators, and dishwashers certified as Energy Star compliant.
6. Encourage the use of recirculating hot water systems, which reduce the need to heat water, or tankless water heaters that heat water as needed instead of storing hot water in tanks, thereby reducing standby energy use.
7. Utilize a minimum insulation value of R30 in ceilings to reduce the need for additional heating and cooling.
8. Utilize programmable thermostats to provide more efficient and effective heating and cooling.

4.8 Water Conservation

1. Install sensor-operated faucets in public restrooms.
2. Utilize dual flush or other toilets using less than 1.6 gallons per flush.
3. Consider waterless urinals in public restrooms and in nonresidential buildings.

4.9 Energy Conservation

1. Utilize energy-efficient windows, such as models with spectrally selective low-e glass and with wood, vinyl, or fiberglass frames.
2. Utilize efficient building materials that take advantage of heat storage or thermal mass to reduce energy needed for heating and cooling interiors.
3. Reduce the number and area of east and west facing windows to reduce heat gain.
4. Insulate domestic hot water pipes where feasible.
5. Insulate attics.
6. Use dual pane and tinted windows where appropriate.

4.10 Heating, Ventilation and Air Conditioning

1. Design and install heating, ventilation, and air conditioning (HVAC) systems according to the standards provided by the Air Conditioning Contractors of America handbooks or other comparable high-performance HVAC standards.
2. Install sealed-combustion/sealed-duct furnaces and water heaters for increased efficiency and indoor air quality.

3. Install only Energy Star-qualified ceiling fans to circulate air and reduce the demand on heating and cooling systems.
4. Locate windows in a manner that promotes natural cross ventilation.
5. Promote smart climate controls for both residential and commercial buildings to efficiently regulate temperature controls.

5 IMPLEMENTATION

5.1 Authority and Scope

This Specific Plan has been prepared pursuant to the provisions of California Government Code (Government Code), Title 7, Article 8, Section 65450 et seq., which grants a local planning agency the authority to prepare a specific plan for the systematic implementation of a general plan for all or a portion of the area covered by the general plan. Pursuant to Section 65451 of the Government Code, a specific plan is designed to identify the proposed distribution, location and extent of land uses and major components of public and private facilities needed to support those land uses, as well as standards and criteria by which development will proceed and a program of implementation measures necessary to carry out contemplated development.

This Specific Plan serves as the policy and regulatory document for development within the Specific Plan Area and essentially sets forth the zoning for the Specific Plan Area. All development within the Specific Plan Area shall be consistent with the standards and regulations set forth in this document. Wherever this Specific Plan contains provisions that establish requirements (including, without limitation, such standards as density, height, uses, parking requirements, landscaping and tree removal) that are different from what would otherwise be allowed on property within the applicable land use district pursuant to the Cypress Zoning Ordinance (Zoning Ordinance), this Specific Plan shall prevail and supersede those applicable provisions in the Zoning Ordinance, as more specifically discussed in Chapter 3 (Development Standards) with respect to each Land Use District. Where no such conflict exists and/or the Zoning Ordinance includes a less restrictive standard or requirement than this Specific Plan, the requirements in the Zoning Ordinance with respect to such standard or requirement shall apply, as more specifically discussed in Chapter 3 (Development Standards) with respect to each Land Use District.

5.2 Purpose of the Specific Plan

This Specific Plan serves a planning and regulating function to provide for the orderly growth and development of the Specific Plan Area. It is the intent of this Specific Plan to establish development standards, regulations and guidelines that will ensure quality development within the Specific Plan Area that (a) contributes to the City's employment and revenue base, (b) permits the development of a vibrant town center that will become a destination and gathering place for the community, (c) designates a land use district for two public parks on approximately 18~~7~~ acres of land and a public park overlay for an additional 2~~3~~ acres of public park space, for a total of approximately 20 acres of public park space, (d) provides a variety of housing opportunities, (e) is generally consistent with the applicable goals and policies of the General Plan, and (f) is compatible with surrounding land uses. The development standards, regulations and guidelines, and the related public and private facility plans, establish a comprehensive development program for the Specific Plan Area.

5.3 Relationship of this Specific Plan to the Existing Specific Plan

This Cypress Town Center and Commons Specific Plan ~~2~~3.0 supersedes and replaces the ~~Existing~~2018 Specific Plan ~~with respect to all of the real property within the Specific Plan Area~~, and the ~~Existing~~2018 Specific Plan has been repealed ~~with respect to all of the real property within the Specific Plan Area~~ and has no further force or effect ~~with respect to any of the real property within the Specific Plan Area~~. ~~The remainder of the real property that is subject to, and governed by, the Existing Specific Plan shall continue to be subject to, and governed by, the provisions of the Existing Specific Plan.~~

5.4 Relationship of the Specific Plan to the General Plan

Pursuant to Section 65454 of the Government Code, a specific plan shall be consistent with the local jurisdiction's general plan. The development standards, regulations and guidelines in this Specific Plan are generally consistent with the applicable goals and policies in the Cypress General Plan, as discussed in Chapter 6.

5.5 California Environmental Quality Act Compliance

In accordance with "Measure D", th~~e~~is 2018 Specific Plan was approved by the voters of the City of Cypress on June 5, 2018 as part of a ballot initiative titled "Measure A___" and referred to as the "Cypress Town Center and Commons 2.0 Initiative". For that reason, no environmental review under the California Environmental Quality Act (CEQA) was required in connection with the~~this~~ 2018 Specific Plan (14 Cal. Code Regs. § 15378(b)(3)). However, discretionary approvals for development projects proposed within the Specific Plan Area under this Specific shall be subject to environmental review under CEQA, unless such development project is exempt from environmental review pursuant to the CEQA statute or the State CEQA Guidelines or to the extent that environmental review under CEQA has already been completed for such development project.

This Specific Plan was prepared in connection with the City's Housing Element Implementation Project (Implementation Project), which implements the City's updated 2021–2029 Housing Element that the City Council adopted on June 27, 2022. The updated Housing Element includes the addition of 676 multi-family residential units within portions of the Specific Plan Area beyond the number of multi-family residential units permitted under the 2018 Specific Plan. This necessitated the repeal of the 2018 Specific Plan and its replacement with this Specific Plan. Pursuant to the 2018 Specific Plan, City of Cypress voters most approve this Specific Plan. In accordance with the CEQA, the City prepared a Draft Program Environmental Impact Report (Draft PEIR) for the Project that, among other things, analyzed the environmental impacts associated with the additional 676 multi-family residential units allowed in the updated Housing Element on portions of the Specific Plan Area. The City circulated the Draft PEIR for public comment on May 7, 2024, for a 45-day review period. The City responded to comments on the Draft PEIR and incorporated the comments and responses into the Final Program Environmental Impact Report for the Implementation Project, which the City Council certified on July 8, 2024. On July 8, 2024, the City Council also approved the Implementation Project pursuant Resolution No. _____, subject to voter approval of this Specific Plan.

On November 5, 2024, the voters of the City of Cypress approved this Specific Plan pursuant to a ballot initiative titled "Measure ___" and referred to as the "Cypress Town Center and Commons Housing Initiative." As a result of that voter approval, this Specific Plan superseded and replaced the 2018 Specific Plan.

5.6 Amendments and Adjustments

5.6.1 Amendments

Notwithstanding anything to the contrary in Section 65453(a) of the Government Code, this Specific Plan may only be amended or repealed by a vote of the people. However, notwithstanding anything to the contrary in this Section 5.6 or any other provision of this Specific Plan or "Measure ___", a vote of the people shall not be required with respect to a proposed adjustment of this Specific Plan in accordance with Section 5.6.2, below.

5.6.2 Adjustments

This adjustment procedure is established to allow the Director of Community Development to approve modifications to this Specific Plan that do not substantially alter the distribution, location, extent or density of the uses, improvements and facilities required pursuant to this Specific Plan, in accordance with the procedures set forth in Section 4.19.050 (Adjustments) of the Cypress ~~Municipal Code~~Zoning Ordinance (or any successor ordinance), provided that, notwithstanding anything to the contrary in Section 4.19.050 (or any successor ordinance), (a) the Director of Community Development shall be required to approve any requested adjustment if the following findings can be made in a positive manner: (i) the proposed adjustment is generally consistent with the intent of this Specific Plan and (ii) the proposed adjustment is one of the permitted adjustments described below, and (b) in the event that an application or applications are submitted to the City for a development project that request multiple entitlements, including one or more requested adjustments, then the City Council, acting as the City's planning agency, shall have original jurisdiction with respect to such adjustment(s) and shall consider and take action on the requested adjustment(s) together with the other requested entitlements. The approval of an adjustment pursuant to this Section 5.6.2 does not constitute an amendment to the Specific Plan and does not require a vote of the people.

The adjustments allowed shall be limited to the following:

1. Changes in the boundaries of any Land Use District or Subdistrict that result in less than a 10% change in the original acreage within any Land Use District Areas, provided that (a) in no event shall the Public Park District include less than 18~~7~~ acres of land and (b) in no event shall the size of the Public Park Overlay be less than 2~~3~~ acres.
2. The transfer of up to 5% of the number of residential units allowed or required in a Residential Subdistrict, the Senior Housing/Medium-Density Residential District, the Mixed-Use (Town Center/MFR) District ~~or,~~ the Mixed-Use (Town Center/~~SFR/MH~~DR) District or the Medium-Density Residential District to the other Residential Subdistrict and/or such other Land Use District(s), provided that the total number of residential units in the Residential District, the Mixed-Use (Town Center/HDR) District ~~Senior Housing/Medium-Density Residential District, the Mixed-Use (Town Center/MFR) District and the Mixed-Use (Town Center/SFR/MDR) District~~ shall not exceed ~~1,000~~1,926 units.
3. The following modifications in development standards:
   a. To reduce a lot, yard or setback, or building area requirement by not more than 20% of that otherwise specified in this Specific Plan.
   b. To increase the floor area for non-residential uses within the Mixed-Use (Town Center/HDR) District~~,~~ or the Mixed-Use (Town Center/MDR) District ~~or the Mixed-Use (Town Center/SFR/MDR) District~~ by not more than 10% of that otherwise specified in this Specific Plan.
   c. To increase the height of structures by not more than 10% of that otherwise specified in this Specific Plan, but only with respect to non-town center structures located in the Mixed-Use (Town Center/MDR) District, non-town center structures located in the Mixed-Use (Town Center/~~SFR/MH~~DR) District and structures located in the Public Park District or the Public Park Overlay.
   d. To decrease the landscape area requirements by not more than 10% of that otherwise specified in this Specific Plan.
   e. To increase the maximum allowable parcel coverage by not more than 10% of that otherwise specified in this Specific Plan.

f. To increase the allowed projection of eaves, fireplaces, landings, masonry chimneys, overhangs, stairways, and steps into any required front, side, or rear setback or width between structures by not more than 10% of that otherwise specified in this Specific Plan.

g. To decrease the required interior side setback for uses within the Residential District to a minimum of three feet for the purpose of constructing a room addition to the primary dwelling unit. The room addition shall maintain the same or greater setback distance from the interior side parcel line as the primary dwelling. Garages and other accessory structures shall not be used to justify a reduced interior side setback.

4. Modifications to the conceptual layout of circulation and infrastructure plans shown in Figures 2-3, 2-4 and 2-5 in Chapter 2 of this Specific Plan, the sizing of infrastructure facilities and the width of street sections, based on more detailed site planning, traffic studies, environmental review and/or civil engineering.

5. Other minor modifications to, or minor relief from, the standards, regulations, requirements and restrictions in this Specific Plan as the Director of Community Development finds is consistent with the intent of this Section and similar to the permitted adjustment described above.

5.7 Administration

Although every effort has been made to include provisions in this Specific Plan that are clear, the necessity of interpreting such provisions in light of specific and unusual cases may occur from time to time. When such interpretation is necessary, the Director of Community Development shall be responsible for the interpretation of the provisions of this Specific Plan, subject to appeal to the City Council. The Director of Community Development shall be the City administrator responsible for enforcing the standards, regulations and procedures set forth in this Specific Plan. The Director of Community Development shall have the administrative authority for interpretation related to the enforcement of this Specific Plan.

5.8 Site Plan Review

This Specific Plan shall be implemented through site plan review. A site plan shall be required for (1) all residential construction within the Specific Plan Area, with the exception of Qualifying Multi-Family Residential Projects (as defined in Section 5.8.7, below), new accessory buildings or structures, such as garages, carports, swimming pools and sheds, room additions, alterations to existing buildings and structures and similar construction that comply with all applicable development standards, and except as otherwise provided under State law, and (2) all non-residential and mixed-use construction of new buildings or additions to existing non-residential and mixed-use buildings within the Specific Plan Area, with the exception of new buildings, building additions and accessory buildings that do not exceed 3,000 square feet.

The approval of site plan review shall be required prior to issuance of building permits and, in the event that an application or applications have been submitted to the City for a development project that request multiple entitlements, including the approval of site plan review, then the City Council, acting as the City's planning agency, shall have original jurisdiction with respect to the site plan review application concurrently with its consideration and action on the other requested entitlements. The requirement for site plan review for development projects that require the approval of a subdivision map, but where no developer plan has been proposed, may be satisfied by submitting to the City a site plan that includes only information relating to the existing use, if any, of the applicable property.

The site plan review procedure is necessary for the following reasons:

1. To ensure consistency with the intent of this Specific Plan.
2. To encourage innovative town center and residential design and development.
3. To assure substantial long-range compliance with the General Plan.
4. To adapt to specific or special development conditions that occur from time to time while continuing to implement this Specific Plan.
5. To promote compatibility of uses within the Specific Plan Area.

5.8.1 Procedures

The site plan shall include plans, drawings, illustrations, designs, reports and other detailed information as required herein, and shall be submitted to Planning Division of the Community Development Department for review and comment. Applicants are encouraged to submit preliminary plans for review and comment by the Planning Division prior to the preparation of a final site plan. Comment from other City departments and service agencies shall be sought by the Planning Division prior to the preparation of a recommendation by the Director of Community Development with respect to the final site plan. Following such administrative review, the Director of Community Development shall prepare a staff report with his/her recommendations, which shall be submitted along with the final site plan to the City Council at the earliest possible regular meeting. The City Council shall approve, conditionally approve or disapprove the site plan review in accordance with Section 5.8.5, below.

5.8.2 Environmental Determination

The site plan review process is discretionary, and is therefore potentially subject to the requirements of CEQA. Upon submittal of a site plan review application by an applicant, the Planning Division shall review the same and determine whether environmental review is required under CEQA and, if so, the appropriate level of environmental review. The City Council may not approve the application until such time as any required environmental review under CEQA has been completed and the City Council has adopted or certified, as applicable, the appropriate CEQA document.

5.8.3 Time Limitation

The approval of site plan review in accordance with this policy shall be valid for a period of three years from the effective date of approval. The approval shall lapse after such three-year period unless either (a) the privileges under the site plan review approval have been exercised by the grantee, which privileges shall be deemed exercised if the developer has demonstrated a good-faith intent to proceed with the development of the project in accordance with State law, or (b) before the date on which the site plan review approval will lapse, the grantee or the City files an application to extend such approval in compliance with the following sentence. The Director of Community Development may, in the exercise of his/her sound discretion, extend the duration of a site plan review approval for three additional periods of 12 months each, provided that the extension application is filed with the Community Development Department prior to the expiration date. The Director of Community Development may approve or disapprove an application for the extension of a site plan review approval, subject to appeal to the City Council in accordance with Section 5.27.040 of the Zoning Ordinance. As part of the action, the Director may, in the exercise of his/her sound discretion, also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the applicable development project and surrounding properties.

5.8.4 Site Plan Requirements

A site plan shall consist of plans, drawings, illustrations, designs, and any other detailed information as required to determine compliance with the provisions of the Specific Plan when

development projects are proposed on portions of the Specific Plan Area. The following list of plans and information is required:

1. All applicable tentative tract maps or tentative parcel maps.
2. A physical description of the site, including boundaries, easements, existing topography, natural features, existing buildings, structures and utilities.
3. Location, grades, widths and types of improvements proposed for all streets.
4. A site plan depicting the location of all proposed structures, landscape and hardscape areas, parking areas, walks, internal circulation, access, adjacent streets, sign type and placement and fence/wall type and placement. In addition, elevations (for all sides), a materials board and one set of colored elevations shall be required as part of site plan review.
5. Description of the extent to which design guidelines have been incorporated into the site plan.
6. A tabulation of square footage, area devoted to parking, number of parking spaces, landscape coverage, building coverage, and building or other structure heights for all proposed commercial uses within the ~~Town Center,~~ Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/~~SFR/M~~HDR) Districts.
7. A tabulation of the number of residential units in any residential project.

5.8.5 Findings for Approval of Site Plan Review

The Director of Community Development shall make a recommendation to the City Council to approve, conditionally approve or deny an application for site plan review based on the following findings, and the City Council shall make all of the following findings in order to approve or conditionally approve any such application:

1. The proposed project is compatible with the intent and purpose of this Specific Plan and the regulations herein.
2. Development pursuant to the site plan will not be materially detrimental to the public health, safety or general welfare.

5.8.6 Compliance with Objective Design Standards

All multi-family residential development within the Specific Plan Area shall comply with the applicable requirements in Section 3.17.310 (Objective Standards For Multi-Family Dwellings) of the Zoning Ordinance, except as otherwise (a) required or permitted by State law or (b) provided under this Specific Plan.

5.8.7 Exception for Multi-Family Residential Projects with Affordable Housing.

A multi-family residential project within the Specific Plan Area where 20 percent or more of the residential units are affordable to a lower income household (Qualifying Multi-Family Residential Project) shall be exempt from the site plan review requirement in this Section 5.8. "Lower income household" shall mean household whose income does not exceed the low-income limits applicable to Orange County, as defined in California Health and Safety Code section 50079.5 and published annually pursuant to Title 25 of the California Code of Regulations, section 6932 (or its successor provision) by the California Department of Housing and Community Development. A Qualifying Multi-Family Residential Project shall be reviewed ministerially for compliance with all applicable objective standards contained in this Specific Plan and the Zoning Ordinance, including, to the extent applicable, Section 3.17.310 (Objective Standards for Multi-family Dwellings) of the Zoning Ordinance.

5.9 Severability

This Specific Plan serves as the implementation tool for the General Plan. In the event that any provision of this Specific Plan or its application to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed separate, distinct and independent, and shall not affect the validity of the remaining provisions of this Specific Plan or applications thereof, which can be implemented without the invalid provision or application.

5.10 Phasing

This section of this Specific Plan sets forth the potential timing and sequence of development within the Specific Plan Area. There are many factors that contribute to the eventual pattern of development, including adequate level of infrastructure, market considerations, financing and the present operation of Los Alamitos Race Course.

It is the primary intention of this conceptual phasing plan to identify areas that can be developed while the Race Course remains in operation. However, this phasing plan is conceptual and a guideline and does not mandate any particular order of development or dictate any required phasing of infrastructure improvements. The actual phasing of development may be different from the conceptual phasing plan and will be dictated by numerous factors such as market conditions, financing considerations and the timing of the closure of the Race Course that are not predictable at this time. Without limiting the

generality of the foregoing, the development of the approximate 4.2 acres of land currently owned by Seacoast Grace Church may not proceed according to the sequence shown on the Conceptual Phasing Plan.

Figure 5-1 depicts the Conceptual Phasing Plan. Phase 1 is the development of a portion of the Mixed-Use (Town Center/HDR) District and the western Public Park District (other than approximately 1.21 acres in the southwestern corner of the western Public Park District on which a maintenance yard for the Race Course is currently operated), which is anticipated to occur while the Race Course remains in operation (it is anticipated that the maintenance yard will be improved and added to Lexington Park as a portion of the western public park following the closure of the Race Course). Phase 2 includes the development of the northern portion of the Senior Housing/Medium-Density Residential District and the northwest portion of the Residential District. Phase 3 consists of the development of the remainder of the Residential District and the Medium-Density Residential District, the central Public Park District, and additional portion of the Mixed-Use (Town Center/HDR) District and a portion of the entire Mixed-Use (Town Center/MDR) District. Phase 4 is the development of the remainder of the Mixed-Use (Town Center/HDR) District and the remainder of the Mixed-Use (Town Center/SFR/MDR) District.

5.11 Financing

The developers of the Specific Plan Area will be responsible for all onsite improvements and infrastructure with respect to all commercial and residential development thereon and will pay their respective fair shares of any required offsite improvements relating to such development.

Basic funding approaches include, but are not limited to:

- Assessment districts established pursuant to the Municipal Improvement Act of 1913 for construction or acquisition of a wide variety of public improvements.
- Community facilities districts established by public agencies pursuant to the Mello Roos Community Facilities Act of 1982 to construct and provide public services and Improvements.

Improvements and fees that may be financed in this manner include, but are not limited to:

1. Water and sewer facilities
2. Roadways, including landscaping, lighting and signs
3. Storm drains, drainage channels, and retention basins
4. Telephone, gas, electric and cable television facilities
5. Parks, open space and recreational improvements.

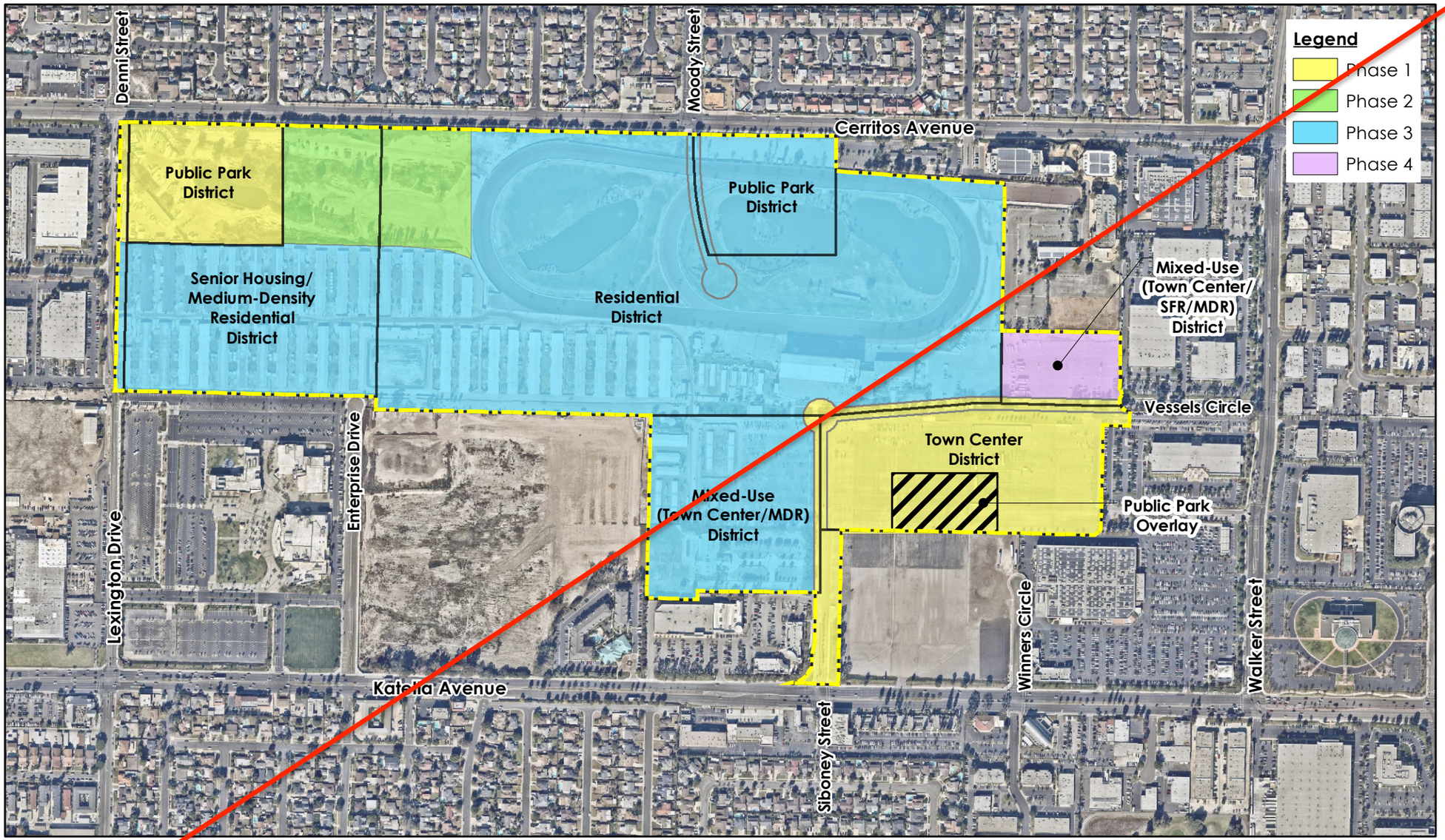


Figure 5-1

Conceptual Phasing Plan

CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0

FORMA

December 2017

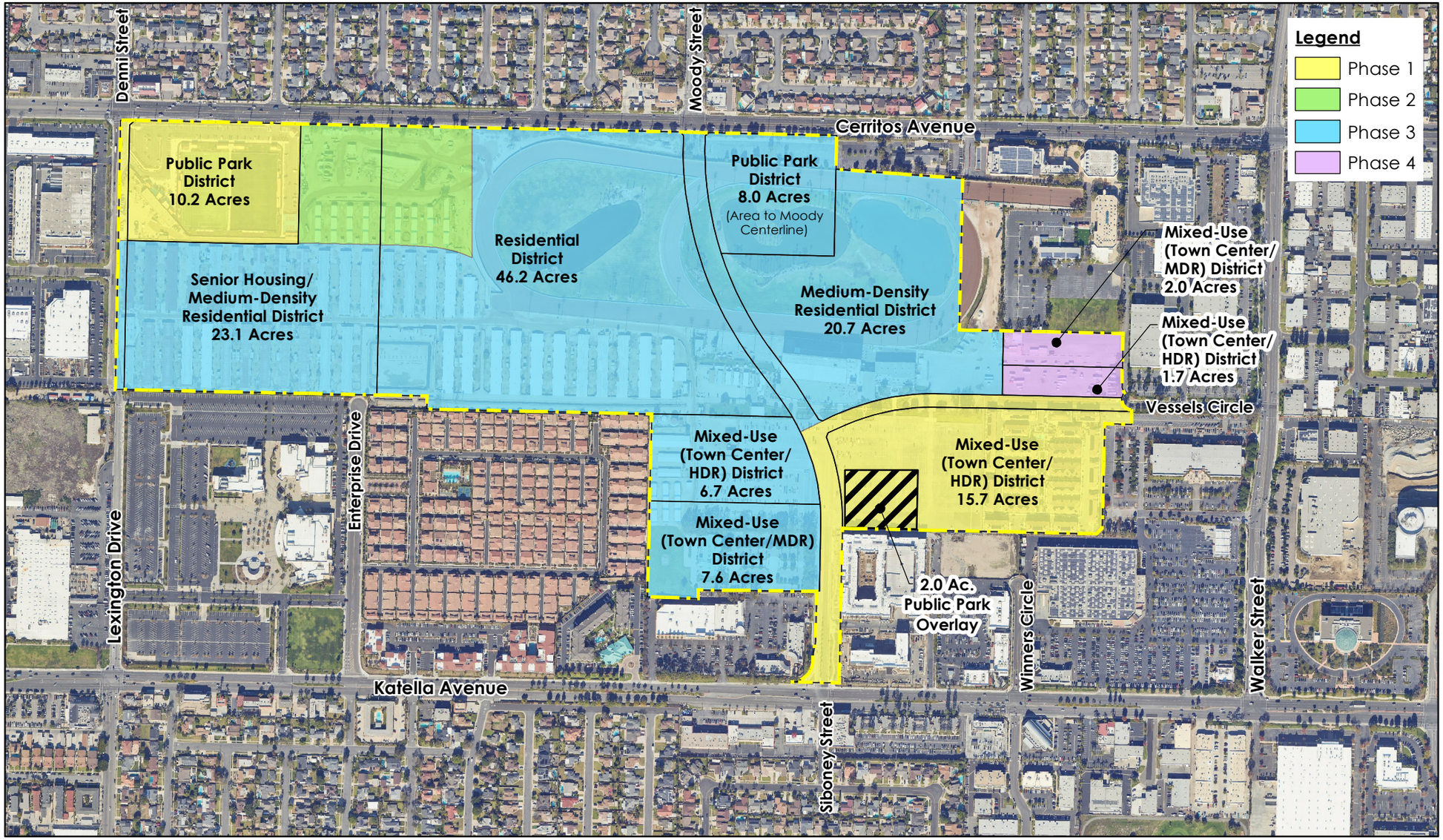


Figure 5-1

Conceptual Phasing Plan

0 300 600

May 2024

6 GENERAL PLAN CONFORMANCE ANALYSIS

~~6.1~~ Relationship of Specific Plan to General Plan

~~6.2~~6.1 ~~Prior to voter approval of this Specific Plan, the land use designations in the Land Use Element of the Cypress General Plan (General Plan) for the approximately 154.4 acres of land within the Specific Plan Area was (a) "Community Services and Facilities (Race Track (Privately-Owned))" with respect to approximately 107.3 acres of land on which the Race Course currently operates (Race Course Property) and approximately 4.2 acres of adjacent land currently owned by Seacoast Grace Church (Grace Property), (b) "Community Services and Facilities (Golf Course (Privately-Owned))" with respect to approximately 35.7 acres of land on which the northern portion of the former Golf Course was located (Golf Course Property) and (c) "Specific Plan" with respect to approximately 7.2 acres of land on the Race Course Property.~~

~~In accordance with Measure D, t~~This Specific Plan was approved by the voters on ~~June~~November 5, 202~~18~~24 as part of a ballot initiative titled "Measure ___" and known as the "Cypress Town Center and Commons Initiative ~~2~~3.0." ~~That ballot initiative also included amendments to the General Plan that (1) changed the land use designation in the Land Use Element for the Race Course Property and the Grace Property, which includes the Town Center, Mixed-Use (Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR) Districts, and portions of the Public Park, Senior Housing/Medium-Density Residential and Residential Districts, from "Community Services and Facilities (Rack Track (Privately-Owned))" to "Specific Plan" (except for approximately 7.2 acres of the Race Course Property that already has a land use designation of "Specific Plan") and (2) changed the land use designation in the Land Use Element for the Golf Course Property, which includes portions of the Public Park, Senior Housing/Medium-Density, and Residential Districts from "Community Services and Facilities (Golf Course (Privately-Owned))" to "Specific Plan".~~

The ~~new~~previously established "Specific Plan" land use designation for the Specific Plan Area will allow the eventual development of at least 20 acres of public parks in the City, permit the development of a new town center that is intended to be a gathering place for the entire community, increase the City's tax base and provide significant revenue for the City, establish new employment centers and encourage single-family, multi-family and senior housing and related facilities. The permitted land uses are compatible with the existing adjacent residential, senior housing, church, commercial and retail uses previously developed within and near the Specific Plan Area. This Specific Plan provides specific development standards, regulations and guidelines that will assure quality development and minimize potential land use conflicts with surrounding uses.

The previously established zoning designation of "PC (Planned Community)" for the Specific Plan Area is~~ In order to be~~ consistent with the General Plan land use designation of "Specific Plan" for the Specific Plan Area~~, "Measure ___" also included zoning amendments that changed the zoning designation for all of the Specific Plan Area from "PS-1A (Public and Semi-Public)" and "PBP-25A (Planned Business Park)" to "PC (Planned Community)"~~.

The City's 2021-2029 Housing Element includes a State-mandated sites inventory that assigns zoning to facilitate the addition of 3,936 housing units in Cypress (Cypress' Regional Housing Needs Assessment). Voter approval of this Specific Plan was required to modify the permitted uses and development standards for portions of the Specific Plan Area set forth in the 2018 Specific Plan to allow 676 of the additional 3,936 units assigned in the 2021-2029 Housing Element. These modifications include (1) modifying the names of some of the Land Use Districts, (2) changing the permitted residential use in the Medium-Density Residential District (previously a portion of the Residential District and Single-Family Detached Subdistrict in the

2018 Specific Plan) from single-family to multi-family use~~)~~, (3) increasing the maximum residential density in the Mixed-Use (Town Center/HDR) District (which was previously the Town Center District, the Mixed-Use (Town Center/SFD/MDR) District and a portion of the Mixed-Use (Town Center/MDR) District in the 2018 Specific Plan) to 30 dwelling units/gross acre and (4) increasing the aggregate maximum number of residential units in the Specific Plan Area to 1,926 units (including the 135 residential units previously developed as the Melia Project).

~~With the amendments to the General Plan described above, and b~~Based on the consistency analysis below, this Specific Plan is consistent with the General Plan.

~~6.3~~6.2 General Plan Conformance Analysis

Section 65450 et seq. of the Government Code allows the adoption and administration of specific plans as an implementation tool for elements contained within a general plan. Specific plans must demonstrate consistency between its regulations, guidelines and programs and the local general plan.

This Specific Plan is consistent with the applicable development goals and policies in the General Plan, which is comprised of eight elements, including the Land Use, Circulation, Conservation/Open Space/Recreation, Noise, Housing, Safety, Growth Management and Air Quality Elements. The General Plan elements have been reviewed and their applicable goals and policies addressed as they pertain to development within the six Land Use Districts established hereunder. The general consistency of this Specific Plan with applicable goals and policies in the General Plan is discussed below.

~~6.3.1~~6.2.1 Land Use Element

Applicable Land Use Goals and Policies

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.

Policy LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.

Policy LU-1.4: Locate residential uses within close proximity of commercial centers to encourage pedestrian access, and to provide a consumer base for commercial uses.

Policy LU-1.5: Encourage the development of neighborhood-serving commercial uses in areas of Cypress presently underserved by such uses.

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

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.

Policy LU-2.2: Where residential/commercial mixed use is permitted, ensure compatible integration of adjacent uses to minimize conflicts.

Policy LU-2.7: Encourage the provision of pedestrian linkages between adjacent commercial uses and commercial and residential uses to encourage pedestrian activity and reduce vehicle trips.

Goal LU-3: Revitalize older commercial and residential uses and properties.

Policy LU-3.1: Encourage and continue the use of redevelopment activities in the Civic Center project area, on Lincoln Avenue, and on the Los Alamitos Race Track and former Cypress Golf Club.

Goal LU-4: Improve urban design in Cypress to ensure that development is both architecturally and functionally compatible and to create identifiable neighborhoods, commercial, and business park districts.

Goal LU-5: Ensure that public facilities and services are available to accommodate development allowed under the General Plan and Zoning Ordinance.

Goal LU-12: Establish land use patterns that protect the public from impacts (noise, potential accidents) associated with the Joint Forces Training Center (JFTC) Los Alamitos.

Policy LU-12.3: Continue to prohibit new residential development on existing vacant land within the 65 CNEL contour of the Joint Forces Training Center (JFTC) Los Alamitos.

Goal LU-14: Attract high quality businesses to Commercial and Business Park areas.

Policy LU-14.3: Assist in the development of the property surrounding the Los Alamitos Race Course by providing site marketing and city permit procedure assistance.

Goal LU-17: Facilitate the expansion of the local serving retail sector.

Method of Implementation

This Specific Plan is consistent with the goals and policies described above. The Specific Plan Area is located in an area of Cypress developed with residential, commercial, retail, business park, and light industrial uses. Business parks have previously been developed on the east and west sides of Walker Street and west of Lexington Drive. There is an existing residential neighborhood north of Cerritos Avenue. The area along the north side of Katella Avenue includes existing and approved commercial, retail and senior housing uses. The area south of Katella Avenue includes commercial and retail development, and beyond that a residential area. Multiple churches are located in and adjacent to the Specific Plan Area.

The implementation of the Specific Plan will revitalize the entire Specific Plan Area, which includes the Race Course Property and the Golf Course Property, sites that the Land Use Element specifically target for redevelopment. The establishment of the Residential District will encourage the development of a variety of high-quality housing in close proximity to the multiple planned public parks and town center within the Specific Plan Area and other commercial/retail uses along Katella Avenue. The Mixed-Use (Town Center/HDR) District and Mixed-Use (Town Center/HDR) District (Mixed-Use Districts) will facilitate the development of a vibrant town center and gathering place for the community that includes a balanced mix of retail, entertainment, commercial and residential uses. The Mixed-Use Districts, the Medium-Density Residential District and the Senior Housing/Medium-Density Residential District allow significant opportunities for medium-density and higher-density residential development to meet the City's regional housing needs as reflected in its 2021-2029 Housing Elements. The Public Park District and Public Park Overlay provides for multiple public parks with opportunities for active and passive recreation for all ages in close proximity to residents. ~~The Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/SFR/MDR) Districts are flexible land use districts that allow the potential expansion of the town center uses and/or single-family or medium-density residential uses.~~ The Senior Housing/Medium-Density Residential District allows housing and related care facilities for seniors, a growing demographic group, as well as medium-density residential uses.

Future development within the Senior Housing/Medium-Density Residential District and the Single-Family Detached and Single-Family Attached Subdistricts will provide a variety of housing in close proximity to the commercial and open space uses in the ~~Town Center,~~ Public Parks~~,~~ and Mixed-Use ~~(Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR)~~ Districts. In addition, both Mixed-Use Districts permit the development of residential housing integrated with~~adjacent to the~~ neighborhood commercial and retail services ~~of the Town Center District~~. Trails and greenways will connect the residential Subdistricts and Senior Housing/Medium-Density Residential District, and provide convenient pedestrian and bike access to the public parks and town center areas. The ~~Town Center~~Mixed-Use District~~s~~ ~~is~~are located adjacent to existing retail and commercial developments and encourages growth of retail commercial uses. Retail and commercial development within the ~~Town Center~~Mixed-Use District~~s~~ will create a desirable and sustainable commercial center for future residents within the Specific Plan Area as well as the surrounding communities.

The new development permitted under this Specific Plan will be compatible with the existing and approved uses in the surrounding area. The mix of retail, entertainment, commercial and residential uses permitted in the ~~Town Center~~Mixed-Use District~~s~~ is consistent with the existing and approved commercial and retail uses on both sides of Katella Avenue. The residential uses permitted in the Residential District and the Senior Housing/Medium-Density Residential District are consistent with the existing residential uses to the north of Cerritos Avenue and south of Katella Avenue, as well as the senior housing community to be developed adjacent to the Specific Plan Area. The development standards that govern the Residential District and the Senior Housing/Medium-Density Residential District ensure that residential development adjacent to Cerritos Avenue will be compatible with the existing residential neighborhood to the north of Cerritos Avenue. In addition, the senior housing and medium-density residential uses permitted in the Senior Housing/Medium-Density Residential District are fully compatible with the approved senior housing and commercial/retail uses to the southeast along Katella Avenue.

The development standards, regulations and guidelines in this Specific Plan will also ensure sensitive transitions between the various retail, commercial, residential and open-space uses within the Specific Plan Area, and between those uses and the surrounding residential, commercial, retail and business park uses.

The Residential District is located adjacent to the Public Park and ~~Town Center~~Mixed-Use Districts, allowing convenient pedestrian access to the central public park and retail/entertainment area.

The establishment of the Land Use Districts, together with development standards, regulations and guidelines in this Specific Plan, will ensure that development within the Specific Plan Area is both architecturally and functionally compatible with surrounding uses and create identifiable residential neighborhoods and commercial districts. The Residential District contains two Subdistricts that will create distinct, identifiable neighborhoods that are compatible with the character of nearby residential neighborhoods. The ~~Town Center~~Mixed-Use District~~s~~ will attract high-quality businesses and will serve as a public gathering place for the community.

As described in Chapter 2 (Development Plan), the Circulation, Water, Wastewater and Drainage Plans for the Specific Plan Area will ensure that public facilities and services are available to accommodate the development allowed under this Specific Plan.

Development pursuant to this Specific Plan will be consistent with the height and noise limitations and notification requirements in the Airport Environs Land Use Plan (AELUP) for the Joint Forces Training Base, Los Alamitos (JFTB), as described in the Safety Element of the

General Plan (where it is identified by its former name, the Joint Forces Training Center), and therefore will not constitute an aviation hazard. No portion of the Specific Plan Area where residential uses are permitted is located in an area of noise incompatibility for residential uses (i.e., within the 65 CNEL contour in the AELUP). All future development within the Specific Plan Area will be consistent with the applicable height and noise limitations associated with the JFTB.

~~6.3.2~~6.2.2 Circulation Element

Applicable Circulation Goals and Policy

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.

> *Policy CIR 1.3: Encourage development which contributes to a balanced land use, which in turn serves to reduce overall trip lengths (i.e., jobs/housing balance, locate retail in closer proximity to resident/patrons).*

Goal CIR-2: To facilitate alternative modes of transportation, including public transportation, bicycles, ridesharing, and pedestrians, to support the land use plans and related transportation needs.

Method of Implementation

This Specific Plan is consistent with the General Plan Circulation Element goals and policies described above. The Circulation Plan described in Section 2.3 of this Specific Plan depicts the backbone circulation improvements within the Specific Plan Area. The Land Use Districts established in this Specific Plan are organized such that residential uses are located in close proximity to employment centers and retail uses, thereby promoting alternative forms of transportation (e.g., walking and cycling) and reducing vehicle miles traveled. The development of neighborhood entertainment and retail uses within the ~~Town Center~~Mixed-Use Districts will also reduce vehicular trip generation by providing local employment opportunities and retail and entertainment destinations within walking distance from nearby residential neighborhoods.

Primary access to the Specific Plan Area will be from Katella Avenue, which is designated as a Major Arterial in the Circulation Element of the General Plan, Cerritos Avenue, which is designated as a Primary Arterial in the Circulation Element, and the extension of Vessels Circle. Additional access to the site may be provided by Enterprise Drive and Lexington Drive. The Circulation Plan includes backbone circulation improvements for the Specific Plan Area. These improvements include the extension of Moody Street south of Cerritos Avenue, the extension of Vessels Circle to the west, the extension of Siboney Street north of Katella Avenue, as well as the future required widening of Lexington Drive adjacent to the Specific Plan Area.

Individual development projects within the Specific Plan Area will be required to conform to applicable City standards and criteria, including the City's street standards and other requirements relating to traffic circulation.

Greenways and pedestrian and biking trails are envisioned to facilitate alternative modes of transportation by connecting the Residential District to the central public park and town center areas and the Senior Housing/Medium-Density Residential District to the western public park. In addition, the ~~Town Center~~Mixed-Use Districts ~~is~~are envisioned as ~~a~~ pedestrian-friendly entertainment and retail destinations, designed for patrons to stroll by the various businesses.

~~6.3.3~~6.2.3 Conservation/Open Space/Recreation Element

Applicable Conservation/Open Space/Recreation Element Goals and Policies

Goal COSR-1: Conserve ground water and imported water resources.

Policy COSR 1.2 Promote the use of native trees in landscaping to conserve water resources.

Policy COSR 1.3: Protect groundwater resources from depletion and sources of pollution.

Policy COSR 1.4: Conserve imported water by utilizing water conservation techniques, water conserving appliances, and drought-resistant landscaping.

Goal COSR-3: Conserve energy resources through the use of available technology and conservation practices.

Policy COSR-3.1: Encourage innovative site planning and building designs that minimize energy consumption by taking advantage of sun/shade patterns, prevailing winds, landscaping, and building materials.

Policy COSR-3.2: Encourage new development and existing structures to install energy saving features.

Goal COSR-4: Reduce solid waste produced in the City.

Goal COSR-6: Provide recreation/park facilities and programs for all those who live and work in Cypress.

Policy COSR-6.1: Continue to require new developments to provide recreational opportunities for their residents in accordance with the City's park standard, three acres of parkland per 1,000 residents.

Policy COSR-6.6: Design new and renovated parks for convenient and accessible use by handicapped, elderly, and otherwise less mobile persons within the community.

Goal COSR-8: Preserve open space resources to maintain the high quality of life in Cypress.

Policy COSR-8.1: Continue to ensure that adequate useable private open space is provided in residential developments, and that such areas are maintained as open space into perpetuity.

Policy COSR-8.2: Promote visually pleasing landscaped corridors and a sense of spaciousness throughout the community.

Method of Implementation

This Specific Plan is consistent with all of the Conservation/Open Space/Recreation Element goals and policies described above. The development standards in Chapter 3 and the sustainable guidelines in Chapter 4 (Sustainable Guidelines) of this Specific Plan set forth the development standards, setback requirements and guidelines that can be utilized to ensure that water and energy conservation features are integrated into development projects within the Specific Plan Area. Specifically, Chapter 4 discusses development options that will improve conservation of resources. Section 4.2 sets forth methods to reduce storm water runoff and improve water quality and groundwater recharge. The guidelines identified in Section 4.8 assist in the conservation of water resources. Section 4.3 encourages the use of native and drought tolerant plants and the use of efficient irrigation systems that reduce water demand. The guidelines contained in Sections 4.4, 4.5, 4.6, and 4.7, relate to the use of certain

building materials, indoor air quality, lighting, and building envelope considerations to promote specific methods of conservation and energy efficiency. Solid waste generated by the project would be required to comply with Chapter 12 of the Cypress Municipal Code, as well as the Source Reduction and Recycling Element and AB 939, consistent with the General Plan.

The Specific Plan provides for a minimum of 20 acres of public park space that will be permanently maintained as open space. Additional private open space and recreational facilities are envisioned in the Senior Housing/Medium-Density Residential District, the Single-Family Attached Subdistrict and potentially in the Single-Family Detached Subdistrict, the Medium-Density Residential District, the Mixed-Use (Town Center/MDR) District and the Mixed-Use (Town Center/~~SFR/M~~HDR) District. The ample open space within the Specific Plan Area is consistent with Policy COSR-6.1 that new development projects *provide recreational opportunities for their residents in accordance with the City's park standard of three acres of parkland per 1,000 residents.* The open space and parklands envisioned in the Specific Plan Area will enhance the quality of life for all residents by providing various opportunities of passive and active recreation.

~~6.3.4~~6.2.4 Noise Element

Applicable Noise Element Goals and Policy

Goal N-1: Reduce noise impacts from transportation noise sources.

Goal N-2: Incorporate noise considerations into land use planning decisions.

Goal N-3: Minimize noise spillover from commercial uses into nearby residential neighborhoods.

Goal N-4: Minimize the noise impacts associated with the development of residential units above ground floor commercial uses in mixed use developments.

Method of Implementation

This Specific Plan is consistent with all of the General Plan Noise Element goals and policy described above. Noise levels would also have to comply with the applicable standards in the General Plan Noise Element and the City's Noise Ordinance, as well as the applicable noise requirements in the Airport Environs Land Use Plan for the Joint Forces Training Base, Los Alamitos. The development standards in Chapter 3 of this Specific Plan, including the building setback requirements set forth therein, will soften and buffer development from surrounding noises generated by existing or future development projects.

It is anticipated that residential and related development in the Residential, Senior Housing/Medium-Density Residential, Medium-Density Residential, Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/SFR/MDR) Districts will be oriented away from potentially excessive noise-producing non-residential uses. Similarly, non-residential uses in the ~~Town Center,~~ Mixed-Use (Town Center/MDR) and Mixed-Use (Town Center/~~SFR/M~~HDR) Districts will be developed in a manner that minimize noise impacts on future residents. In order to minimize any noise impacts on residents associated with the development of residential units above ground-floor commercial uses in the ~~Town Center~~Mixed-Use Districts, the permitted non-residential uses anticipated on the ground floor will be retail uses that have minimal noise impacts.

As previously discussed, no portion of the Specific Plan Area where residential uses are permitted is located within 65 dB CNEL Contour for the JFTB, consistent with Land Use Element Policy LU-12.3.

~~6.3.5~~6.2.5 Housing Element

Applicable Housing Element Goals and Policies

Goal HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.

Policy HOU-3.4: Facilitate the development of senior housing with supportive services.

Policy HOU-3.6: Encourage use of sustainable and green building design in new and existing housing.

Goal HOU-4: Ensure the provision of adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs.

Policy HOU-4.4: Ensure compatibility of new residential development with existing development to enhance the City's residential neighborhoods.

Goal HOU-6: Promote equal opportunity for all residents to reside in the housing of their choice.

Policy HOU-6.3: Encourage the provision of adequate housing to meet the needs of families of all sizes.

Method of Implementation

This Specific Plan is consistent with all of the Housing Element goals and policies described above. The Single-Family Detached and Single-Family Attached Subdistricts , Senior Housing/Medium-Density Residential District, Mixed-Use (Town Center/MDR) District, ~~and~~ Mixed-Use (Town Center/~~SFR/M~~HDR) District and Medium-Density Residential District provide for a wide variety of housing opportunities to address a cross-section of housing needs in the community. The residential uses permitted in the Single-Family Detached Subdistrict and the Senior Housing/Medium-Density Residential District are compatible with the existing residential neighborhood north of Cerritos Avenue.

Chapter 4 sets forth a list of sustainable guidelines for all development within the Specific Plan Area, and new residential projects within the Specific Plan Area will also be subject to the California Green Building Standards Code and the City's Residential Green Building Suggestions and Water Efficient Landscape Guidelines. This Specific Plan authorizes the development of up to ~~1,250~~1,926 dwelling units within the Specific Plan Area and therefore meets the City's goals and policies to meet the need of existing and future residents.

More specifically, the Residential, Senior Housing/Medium-Density Residential, Mixed-Use (Town Center/MDR), Mixed-Use (Town Center/~~SFR/M~~HDR) and ~~Town Center~~Medium-Density Residential Districts offer a range of housing types that provide housing options for a broad range of individuals and families of all sizes and ages. This ensures a balanced approach to meeting housing needs of both renter and owner households. The housing types contemplated by this Specific Plan are intended to provide housing options at a range of price levels and promote equal opportunity for all residents to reside in the housing of their choice. The establishment of the Senior Housing/Medium-Density Residential District and the

Mixed-Use (Town Center/MDR) District provides an opportunity to develop additional senior housing and related uses to complement the senior housing ~~approved as part of~~in the adjacent Barton Place project (now known as Ovation at Flora Park).

~~6.3.6~~6.2.6 Safety Element

Applicable Safety Element Goals

Goal SAF-1: Protect residents, workers, and visitors from flood hazards, including dam inundation.

Goal SAF-2: Protect life and property in Cypress from seismic events and resulting hazards.

Goal SAF-3: Minimize risks to life and property associated with the handling, transporting, treating, generating, and storing of hazardous materials.

Goal SAF-4: Minimize property damage and injury to persons from underground pipeline hazards.

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.

Goal SAF-6: Maintain the police department's high quality of service to the City.

Goal SAF-7: Use good design as a means to promote human safety.

Goal SAF-8: Protect Cypress residents from air operation accidents.

Method of Implementation

This Specific Plan is consistent with all of the Safety Element goals described above. This Specific Plan provides for an evaluation of public services and development within the Specific Plan Area with respect to circulation, water supply, sanitary sewers, drainage, solid waste disposal and energy. An efficient system for each of these services, together with adherence to applicable development regulations, will contribute to public health and safety.

The City of Cypress is in a seismically active region, and within a dam inundation area. Future development within the Specific Plan Area would be required to meet all applicable building codes and standards with regard to dam inundation and seismicity. Any use, storage, or transport of hazardous materials would have to be done in accordance with all applicable federal, State and local laws. Prior to construction, agencies having jurisdiction over underground power lines or pipelines would be consulted to ensure that no damage or injuries result from future construction within the Specific Plan Area. The Orange County Fire Authority currently provides fire suppression services to the Specific Plan Area, and it is anticipated that it would provide service to the entire Specific Plan Area when it is fully developed. The Cypress Police Department currently provides police service to the Specific Plan Area, and it is anticipated that it would continue to provide service to the Specific Plan Area.

As previously discussed, development pursuant to this Specific Plan will be consistent with the height and noise limitations and notification requirements in the Airport Environs Land Use Plan (AELUP) for the Joint Forces Training Base, Los Alamitos (JFTB), as described in the Safety Element of the General Plan (where it is identified by its former name, the Joint Forces Training Center), and therefore will not constitute an aviation hazard. No portion of the Specific Plan Area where residential uses are permitted is located in an area of noise incompatibility for residential uses (i.e., within the 65 CNEL contour in the AELUP). The eastern portion of the Specific Plan Area is located within the 100:1 Imaginary Surfaces area established in the AELUP and currently shown on Exhibit SAF-7 in the Safety Element, which could potentially require notification to the Federal Aviation Administration with respect to certain proposed structures within the Specific Plan Area and a potential reduction in the height of such structures. All

future development within the Specific Plan Area will be consistent with the height and noise limitations associated with the JFTB.

~~6.3.7~~6.2.7 Growth Management

Applicable Growth Management Element Goals

Goal GM-1: Reduce traffic congestion.

Goal GM-2: Ensure that adequate transportation facilities are provided for existing and future inhabitants of the City.

Goal GM-4: Strive to maintain the good balance between jobs and housing in Cypress.

Method of Implementation

This Specific Plan is consistent with all of the Growth Management Element goals described above. Section 2.2, Circulation Plan, of this Specific Plan includes standards and requirements to address traffic associated with development in the Specific Plan Area and Figure 2-3 depicts the backbone circulation improvements within the Specific Plan Area and the required dedication to widen Lexington Drive. The Land Use Districts permit a variety of retail/commercial uses, housing and parklands in close proximity to each other, which will help maintain a good jobs/housing balance, promote pedestrian activity and reduce vehicle miles traveled.

The Specific Plan permits a mix of residential and commercial/retail uses that will provide a good balance of jobs and housing, and this combination of residential areas and employment centers will greatly improve the existing jobs/housing balance within the Specific Plan Area, which currently consists of commercial and institutional uses. The development of retail/commercial uses within the ~~Town Center~~Mixed-Use Districts and other Land Use Districts will also reduce vehicular trip generation by providing local employment opportunities and retail/commercial destinations in close proximity to nearby existing and proposed residential neighborhoods.

~~6.3.8~~6.2.8 Air Quality

Applicable Air Quality Element Goals and Policies

Goal AQ-1: Reduce air pollution through proper land use and transportation planning.

Policy AQ-1.3: Locate multi-family developments close to commercial areas to encourage pedestrian rather than vehicular travel.

Policy AQ-1.4: Develop neighborhood parks near concentrations of residents to encourage pedestrian travel to recreational facilities.

Policy AQ-1.5: Encourage design of commercial areas to foster pedestrian circulation.

Goal AQ-2: Improve air quality by reducing the amount of vehicular emissions in Cypress.

Goal AQ-4: Reduce emissions through reduced energy consumption.

Method of Implementation

This Specific Plan is consistent with the Air Quality Element goals and policies described above. It permits a wide range of retail/commercial and residential uses within the Specific Plan Area in close proximity to one another, which will reduce the need for onsite residents to use their vehicles to purchase goods and services available in the ~~Town Center,~~ Mixed-Use (Town Center/MDR)~~,~~ and Mixed-Use (Town Center/~~SFR/M~~H DR) Districts and other nearby retail/commercial sites. In addition, the multiple public parks will be developed in the Public Park District (and, with regard to the Public Park Overlay, elsewhere within the Specific Plan Area) in close proximity to all of the residential areas within the Specific Plan Area and the existing residential neighborhood on the north side of Cerritos Avenue, which will encourage pedestrian travel to recreational facilities. As a result, fewer vehicle trips will be required to parks and other recreational areas in other parts of the City. The town center areas are ~~is~~ envisioned as ~~a~~ pedestrian-friendly retail and entertainment destinations designed to foster pedestrian circulation. Close proximity between residential and non-residential uses leads to fewer vehicle trips and reduced energy consumption, which in turn results in reduced emission of air pollutants. In addition, transit is available on Katella Avenue.

Chapter 4 (Sustainable Guidelines) sets forth sustainable guidelines to reduce energy consumption.

LEVEL OF SERVICE AND VEHICLE MILES TRAVELED ASSESSMENTS

CITY OF CYPRESS HOUSING ELEMENT IMPLEMENTATION

CYPRESS, CALIFORNIA

LSA

May 2023

LEVEL OF SERVICE AND VEHICLE MILES TRAVELED ASSESSMENTS

CITY OF CYPRESS HOUSING ELEMENT IMPLEMENTATION

CYPRESS, CALIFORNIA

Submitted to:

City of Cypress
5275 Orange Avenue
Cypress, California 90630

Prepared by:

LSA
3210 El Camino Real, Suite 100
Irvine, California 92602
(949) 553-0666

Project No. CCP2201.01

LSA

May 2023

TABLE OF CONTENTS

LIST OF ABBREVIATIONS AND ACRONYMS iii

PROPOSED PROJECT DESCRIPTION AND BACKGROUND 1

Introduction 1

Project Description 2

LEVEL OF SERVICE ASSESSMENT 6

Level of Service Methodology 6

Traffic Volumes 9

Existing Conditions 10

General Plan Buildout Conditions 12

LOS Conclusions 21

VEHICLE MILES TRAVELED ASSESSMENT 22

Background 22

Analysis Metrics 22

Methodology 22

VMT Conclusions 23

References 24

APPENDICES

A: EXISTING TRAFFIC VOLUMES
B: VOLUME DEVELOPMENT WORKSHEETS
C: ICU WORKSHEETS
D: VMT CALCULATIONS

FIGURES AND TABLES

FIGURES

Figure 1: Proposed Project Opportunity Sites 4
Figure 2: Alternative 2 Opportunity Sites 5
Figure 3: Study Area Intersections 8
Figure 4: Existing Lane Geometrics 13
Figure 5: Existing Peak Hour Traffic Volumes 14
Figure 6: Year 2045 Without Project Peak Hour Traffic Volumes 16
Figure 7: Year 2045 With Project Peak Hour Traffic Volumes 18
Figure 8: General Plan Buildout (2045) with Alternative 2 Traffic Conditions 20

TABLES

Table A: Proposed Project Summary 3
Table B: Alternative 2 Summary 3
Table C: Existing Intersection Level of Service Summary 15
Table D: Year 2045 Without Project Intersection Level of Service Summary 17
Table E: Year 2045 With Project Intersection Level of Service Summary 19
Table F: Year 2045 With Alternative 2 Intersection Level of Service Summary 21
Table G: Cumulative City of Cypress and Regional VMT per Service Population Comparison 23

LIST OF ABBREVIATIONS AND ACRONYMS

CEQA	California Environmental Quality Act
City	City of Cypress
CMP	Congestion Management Program
CTCC Specific Plan	Cypress Town Center and Commons Specific Plan 2.0
Guidelines	*Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange, dated September 17, 2020*
ICU	Intersection Capacity Utilization
LOS	level of service
mph	miles per hour
OCTAM	Orange County Transportation Analysis Model
project	Implementation of Housing Program 12 in the City's 2021–2029 Housing Element
RHNA	Regional Housing Needs Assessment
TAZ	Traffic Analysis Zone
v/c	volume-to-capacity
VMT	vehicle miles traveled

CITY OF CYPRESS HOUSING ELEMENT IMPLEMENTATION PROPOSED PROJECT DESCRIPTION AND BACKGROUND

INTRODUCTION

The City of Cypress (City) encompasses approximately 6.6 square miles in the northwestern portion of Orange County, California. The City is bordered on the north by La Palma and Buena Park, on the east by Anaheim and Stanton, on the south and west by Los Alamitos, and on the west by Long Beach, Hawaiian Gardens, and Lakewood. Regional vehicular access to the City is provided via State Route 22, Beach Boulevard (State Route 39), State Route 91, and Interstates 405 and 605, respectively.

The City recently updated its Housing Element for the 6th Cycle Planning Period from 2021 to 2029. To comply with State Housing law, the City's Housing Element was updated to ensure the City's policies and programs can accommodate the estimated housing growth needs identified in the Southern California Association of Governments' Regional Housing Needs Assessment (RHNA) allocation for the 6th Cycle Planning Period. The RHNA allocated the City 3,936 dwelling units to accommodate the estimated housing needs of various income levels. The 2021–2029 Housing Element included a candidate site analysis to accommodate the 3,936-unit RHNA and any estimated "carryover" from the 5th Cycle Housing Element, and an additional analysis of candidate sites to address future "no net loss" provisions of Senate Bill 166. As required by State Housing law, including Assembly Bill 1397, the 2021–2029 Housing Element identified land within the City that would be able to accommodate the City's share of regional housing needs (either through available sites or amendments to the existing planning and zoning documents).

Although the 2021–2029 Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,946 new housing units, Cypress has an unaccommodated housing need of 1,990 units to meet its RHNA allocation of 3,936 units. The 2021–2029 Housing Element outlined several opportunity sites that are candidates for future housing development and identified two potential rezoning scenarios, which are described below. However, the 2021–2029 Housing Element did not actually amend the City's planning and zoning documents. Instead, the 2021–2029 Housing Element includes a program that requires that the City rezone identified parcels in the sites inventory within 18 months of the 2021–2029 Housing Element's adoption date to ensure the provision of adequate and appropriate sites for future housing development (Housing Program 12).

The proposed project is the implementation of Housing Program 12, based upon one of the two rezoning scenarios in the City's 2021–2029 Housing Element. The proposed project includes amendments to the City's Zoning Ordinance and an update of the City's General Plan to reflect the 2021–2029 Housing Element adopted on June 27, 2022, and would not directly result in physical development. Depending on which scenario is ultimately selected, the proposed project may include amendments to the Lincoln Avenue Specific Plan, the Cypress Town Center and Commons Specific Plan 2.0, and the Cypress Business and Professional Center Specific Plan. The proposed project would update the City's General Plan and Zoning Ordinance and any relevant planning documents to be "internally consistent", meaning any and all conflicts must be acknowledged and resolved. For the

2021–2029 Housing Element to be internally consistent with the Zoning Ordinance and Specific Plans, the proposed project would rezone sites and/or amend the General Plan to accommodate the City's housing needs, as set forth in the 2021–2029 Housing Element.

The purpose of this Level of Service and Vehicle Miles Traveled Miles Assessment is to evaluate the potential circulation changes resulting from the proposed implementation of Housing Program 12 in the 2021–2029 Housing Element as required by the California Environmental Quality Act (CEQA). This analysis will include the following two components: (1) a level of service (LOS) analysis for General Plan consistency, and (2) an analysis of vehicle miles traveled (VMT), as required per CEQA.

As discussed above, the 2021–2029 Housing Element contemplated two potential rezoning scenarios. Specifically, the study examines the following scenarios:

1. Existing Condition
2. General Plan Buildout (2045) No Project Condition
3. General Plan Buildout (2045) Plus Project Condition
4. General Plan Buildout (2045) Plus Alternative 2 Condition

The following analysis periods have been evaluated:

- Weekday a.m. peak hour (between 7:00 a.m. and 9:00 a.m.)
- Weekday p.m. peak hour (between 4:00 p.m. and 6:00 p.m.)

PROJECT DESCRIPTION

This study analyzes circulation changes caused by the two different rezoning scenarios. The following provides a description of each scenario.

Proposed Project: Lincoln Avenue/Los Alamitos Race Course

This scenario divides the City's RHNA between the Lincoln Avenue Specific Plan and the Cypress Town Center and Commons Specific Plan 2.0 (the CTCC Specific Plan), with some of the RHNA also falling within the Cypress Business and Professional Center Specific Plan along Katella Avenue. The CTCC Specific Plan would be amended to allow up to 1,803 dwelling units (it currently allows up to 1,250 dwelling units). The majority of the zoning in the CTCC Specific Plan would remain unchanged, with 109.9 acres allowing densities ranging from 8 to 15 dwelling units per acre. Densities within the other approximately 14.5 acres would increase to 45 to 50 dwelling units per acre. The City would be required to hold an election to implement changes to the CTCC Specific Plan. During this election process, Alternative 2 would be presented as a potential back-up option to the proposed project should voter approval of the CTCC Specific Plan amendments fail. Under this scenario, several properties within the Lincoln Avenue Specific Plan would be zoned for 30 dwelling units per acre. One parcel within the Cypress Business and Professional Center Specific Plan would be zoned for 60 dwelling units per acre.

Under current zoning, the City has the capacity to accommodate the development of up to 1,946 new housing units, which includes 504 housing units that are already entitled. Therefore, the proposed rezoning action under this scenario would increase the City's development capacity to 4,260 units or an increase of 2,314 units compared to the City's existing planning and zoning documents. Table A provides a summary of the proposed project scenario. Figure 1 includes a map showing the locations of the opportunity sites under this scenario and their proposed densities.

Table A: Proposed Project Summary

Specific Plan	Proposed Increase in Housing Unit Capacity
Lincoln Avenue Specific Plan	1,317
Cypress Town Center and Commons Specific Plan 2.0	676
Cypress Business and Professional Center Specific Plan	321
TOTAL	**2,314**

Source: City of Cypress Planning Department (2023).

Alternative 2: Lincoln Avenue Specific Plan Mixed Density

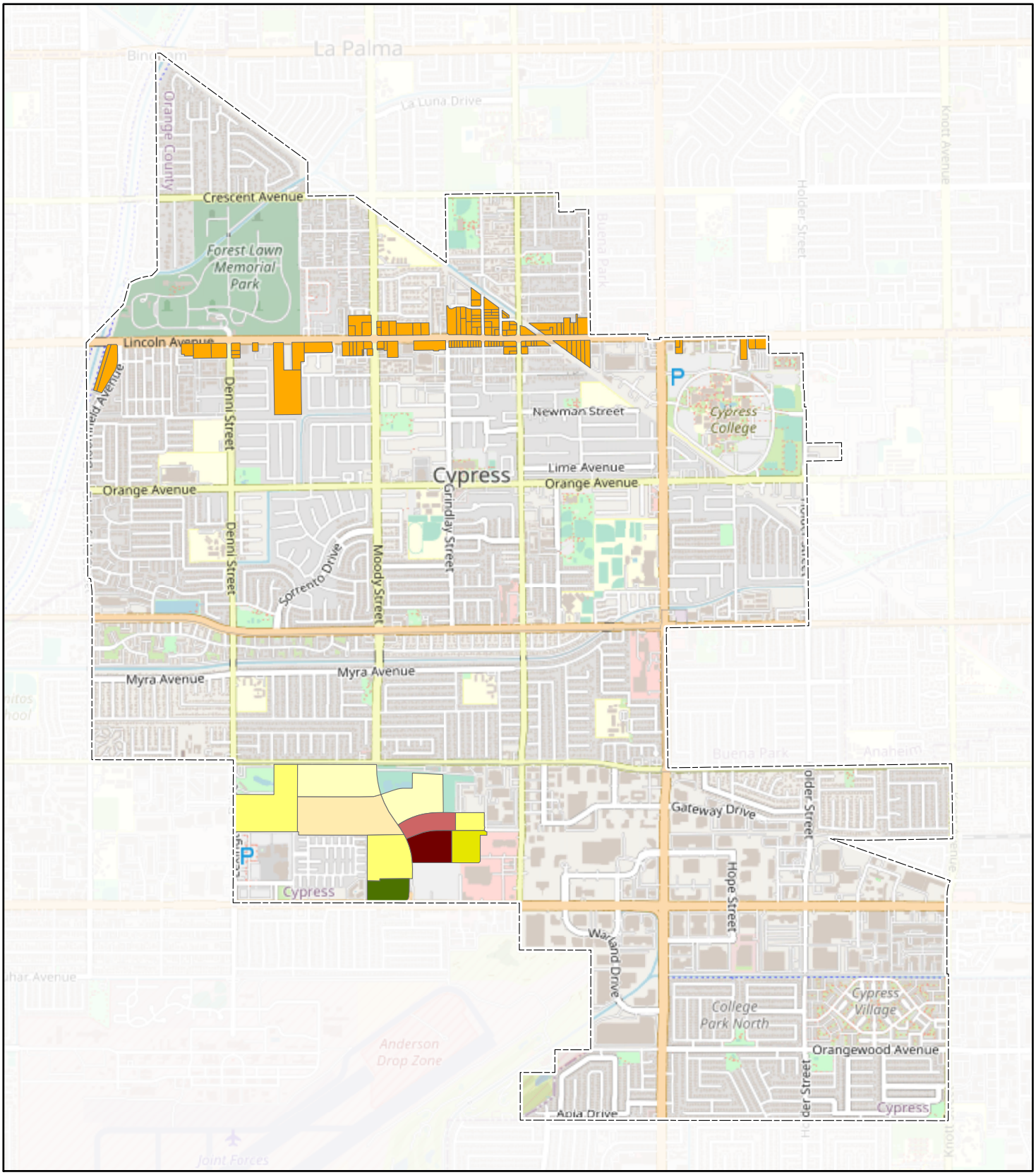
This scenario represents Alternative 2, as described in the 2021–2029 Housing Element, and includes densities between 30 and 60 dwelling units per acre within the Lincoln Avenue Specific Plan and allows up to 60 dwelling units per acre at one property within the Cypress Business and Professional Center Specific Plan. In total, 21 parcels at the east end of the Lincoln Avenue corridor, closest to Cypress College, would be rezoned for 60 dwelling units per acre. Other areas of the Lincoln Avenue corridor would be rezoned for 30 or 50 dwelling units per acre. This scenario would not affect any of the existing zoning for the Los Alamitos Race Course, which was established by the voter-approved CTCC Specific Plan.

The proposed rezoning action under Alternative 2 would increase the City's development capacity to 4,349 units, or an increase of 2,403 units compared to the 1,946 new housing units allowed under the City's existing planning and zoning documents. Table B provides a summary of Alternative 2, and the map shown in Figure 2 illustrates the locations and proposed densities of the opportunity sites under this scenario.

Table B: Alternative 2 Summary

Specific Plan/Zoning	Proposed Increase in Housing Unit Capacity
Cypress Business and Professional Center Specific Plan	321
RM-20 (southeast corner of Orange Avenue and Grindlay Street)	30
Lincoln Avenue Specific Plan	2,052
TOTAL	**2,403**

Source: City of Cypress Planning Department (2023).



LSA

LEGEND

- City Boundary
- **Proposed Project**
- **Proposed Density**
- 8 units/acre
- 10 units/acre
- 15 units/acre
- 18 units/acre
- 30 units/acre
- 45 units/acre
- 50 units/acre
- 60 units/acre

N

0 1250 2500
FEET

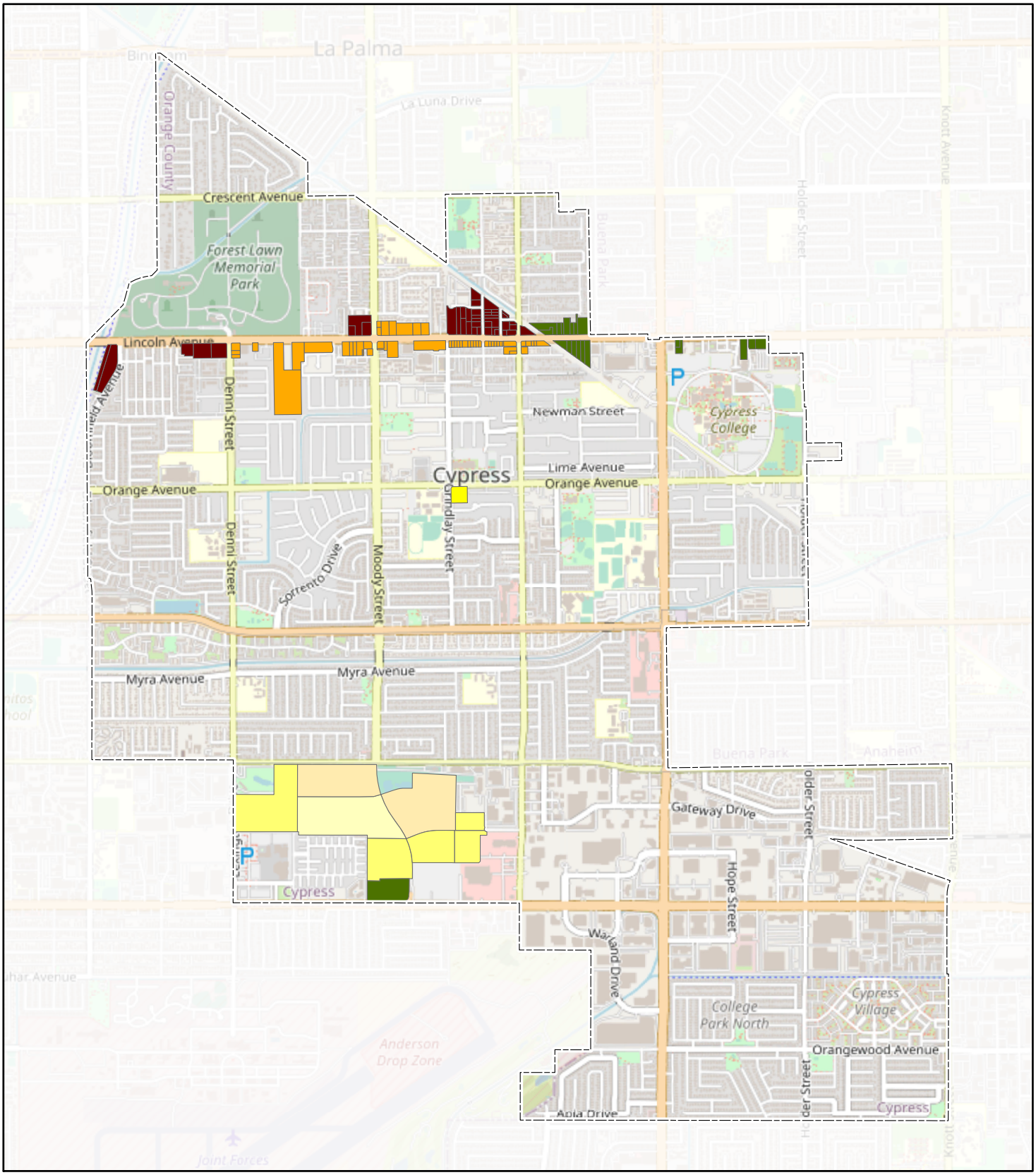
SOURCE: Esri Basemap (2022)

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FIGURE 1

City of Cypress Housing Element Implementation

Proposed Project Opportunity Sites



LSA

LEGEND

City Boundary

Alternative 2

Proposed Density

8 units/acre

10 units/acre

15 units/acre

20 units/acre

18 units/acre

30 units/acre

45 units/acre

50 units/acre

60 units/acre

N

0 1250 2500

FEET

SOURCE: Esri Basemap (2022)

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FIGURE 2

City of Cypress Housing Element Implementation

Alternative 2 Opportunity Sites

CITY OF CYPRESS HOUSING ELEMENT IMPLEMENTATION LEVEL OF SERVICE ASSESSMENT

LEVEL OF SERVICE METHODOLOGY

This report has been prepared to provide an analysis of traffic operations at intersections that may be affected by the additional housing units allowed under each rezoning scenario. The Level of Service analysis outlined in this study is specific to the project descriptions provided herein and may not reflect all cumulative commercial development activity in the City or the region which was unknown at the time the analysis was conducted.

The Orange County Transportation Analysis Model (OCTAM) was used in the development of forecasted traffic volumes for the LOS assessment. LSA reviewed OCTAM socioeconomic data for model years 2016 and 2045. It was determined that, in regard to the amount of household growth assumptions, OCTAM socioeconomic data were consistent with the City's existing planning and zoning regulations. To evaluate the two rezoning scenarios identified in the 2021–2029 Housing Element, updates to the OCTAM 2045 socioeconomic dataset were required.

The City conducted a detailed housing development analysis to identify the potential dwelling unit capacities for each parcel identified as an opportunity site. Housing development capacities were developed for each rezoning scenario. Detailed parcel level capacities for the two rezoning scenarios were included in "Appendix A – Sites Inventory" of the City's 2021–2029 Housing Element. Housing development capacities at the parcel level for the two rezoning scenarios were used to develop and distribute household growth at a Traffic Analysis Zone (TAZ) for the OCTAM socioeconomic datasets.

Existing OCTAM assumptions regarding forecasted (2045) household growth in Cypress were reviewed to confirm that they reflect the City's existing planning and zoning regulations. Given that OCTAM assumed that the entire City would experience a total household growth of 930 units from 2016–2045, which is substantially lower than the City's 2021–2029 RHNA goal of 3,936 dwelling units. Therefore, the following steps were used to develop cumulative datasets for the model.

- The City provided detailed data about recent and ongoing housing developments, which were used to refine the forecasted household growth. Entitled dwelling units are those dwelling units that were approved from June 2020 through June 2021. The 2021–2029 Housing Element included information about the number of dwelling units by location, which was used to add the entitled units to OCTAM TAZs.

- Similarly, the City has identified control totals on the number of dwelling units for each of the areas of the City/Specific Plans to meet the RHNA requirements. Parcel-specific housing development capacities for each rezoning scenario were used to proportionally distribute the household growth by area to OCTAM TAZs. The same methodology was followed for each rezoning scenario.

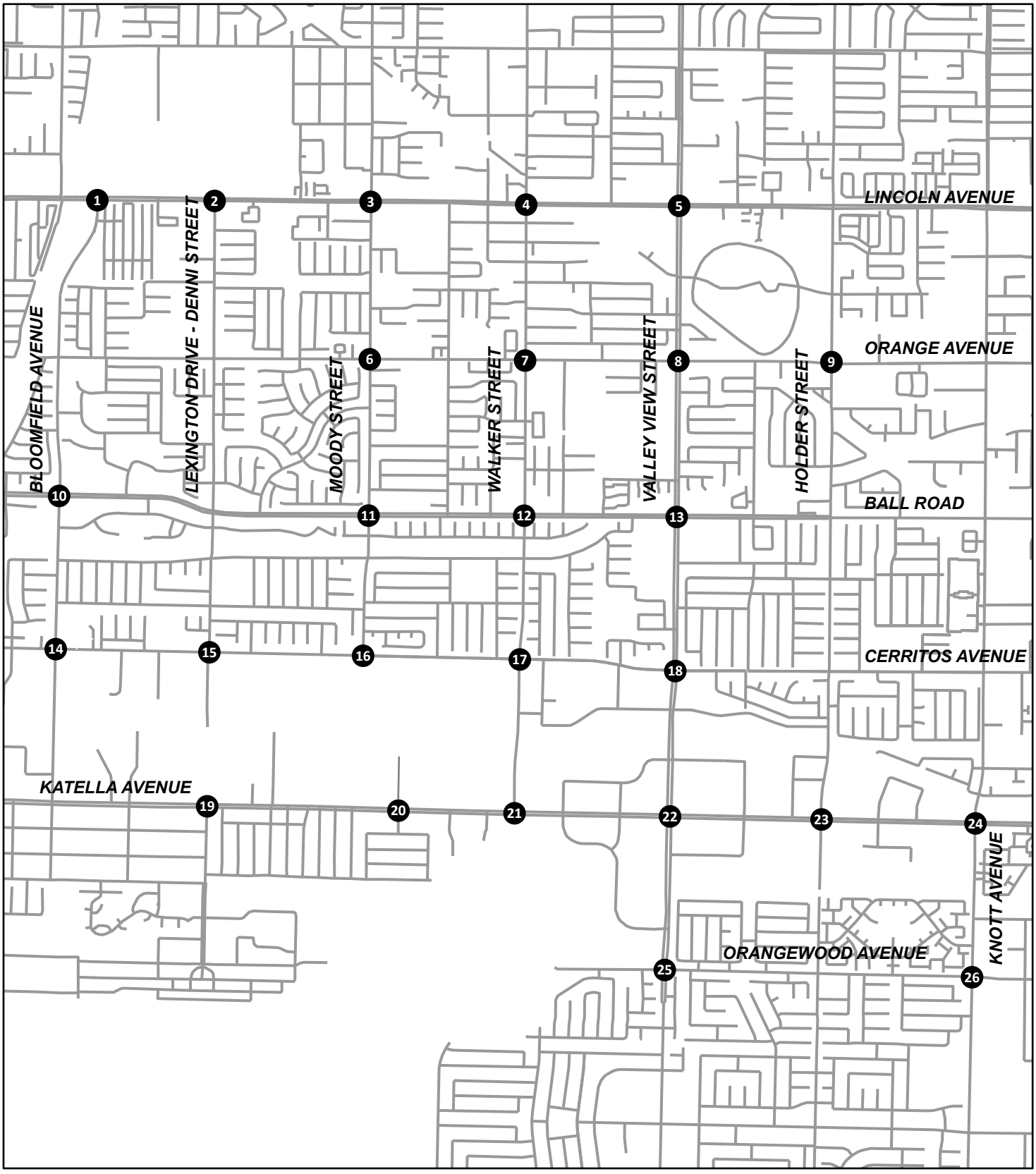
- Given the evaluation of each rezoning scenario was conducted at the City level, no TAZ splits were made. Household characteristics from OCTAM TAZs were applied to the dwelling unit growth for each of the rezoning scenarios to develop OCTAM inputs.

- No roadway/transit network modifications were made to the 2045 OCTAM network.

Study Area Intersection Locations

The study area and the locations of the intersections were selected in consultation with City staff. Figure 3 depicts the following 26 signalized intersections (20 intersections in Cypress and 6 intersections in both Cypress and Los Alamitos) that this LOS assessment evaluates.

1. Lincoln Avenue and Bloomfield Street (Cypress)
2. Lincoln Avenue and Lexington Drive-Denni Street (Cypress)
3. Lincoln Avenue and Moody Street (Cypress)
4. Lincoln Avenue and Walker Street (Cypress)
5. Lincoln Avenue and Valley View Street (Cypress)
6. Orange Avenue and Moody Street (Cypress)
7. Orange Avenue and Walker Street (Cypress)
8. Orange Avenue and Valley View Street (Cypress)
9. Orange Avenue and Holder Street (Cypress)
10. Ball Road and Bloomfield Street (Cypress/Los Alamitos)
11. Ball Road and Moody Street (Cypress)
12. Ball Road and Walker Street (Cypress)
13. Ball Road and Valley View Street (Cypress)
14. Cerritos Avenue and Bloomfield Street (Cypress/Los Alamitos)
15. Cerritos Avenue and Lexington Drive-Denni Street (Cypress/Los Alamitos)
16. Cerritos Avenue and Moody Street (Cypress)
17. Cerritos Avenue and Walker Street (Cypress)
18. Cerritos Avenue and Valley View Street (Cypress)
19. Katella Avenue and Lexington Drive (Cypress/Los Alamitos)
20. Katella Avenue and Siboney Street-Race Course (Cypress/Los Alamitos)
21. Katella Avenue and Walker Street (Cypress/Los Alamitos)
22. Katella Avenue and Valley View Street (Cypress)
23. Katella Avenue and Holder Street (Cypress)
24. Katella Avenue and Knott Avenue (Cypress)
25. Orangewood Avenue and Valley View Street (Cypress)
26. Orangewood Avenue and Knott Avenue (Cypress)



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● Study Intersections

FIGURE 3

N

0 1100 2200

FEET

SOURCE: Google Imagery (2020)

City of Cypress Housing Element Implementation
Transportation Impact Analysis

Study Area Intersections

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Intersection Level of Service Methodologies

In accordance with the City, signalized intersection operation is analyzed using the Intersection Capacity Utilization (ICU) methodology. The ICU methodology compares the volume-to-capacity (v/c) ratios of conflicting turn movements at an intersection, sums up these critical conflicting v/c ratios for each intersection approach, and determines the overall ICU. The ICU calculations assume a per-lane capacity of 1,700 vehicles per hour with a clearance interval of 0.05.

The resulting ICU is expressed in terms of level of service (LOS), where LOS A represents free-flow operation and LOS F represents overcapacity operation. The relationship between LOS and the ICU value (i.e., v/c ratio) is as follows.

Level of Service	Volume-to-Capacity (ICU Methodology)
A	≤0.60
B	>0.60 and ≤0.70
C	>0.70 and ≤0.80
D	>0.80 and ≤0.90
E	>0.90 and ≤1.00
F	>1.00

ICU = Intersection Capacity Utilization

Threshold of Significance

The City of Cypress considers LOS D as the upper limit of satisfactory operations for intersections, except at intersections along Valley View Street, Lincoln Avenue, and Katella Avenue. The City has adopted LOS E or better as the standard for intersections along these three arterials, as they carry a significant amount of traffic. Also, Valley View Street and Katella Avenue are designated in the Orange County Congestion Management Program (CMP) as CMP facilities, and intersections along these roadways have an operational standard of LOS E or better.

The City of Los Alamitos considers LOS D as the upper limit of satisfactory operations for intersections, except at intersections along Katella Avenue, where LOS E is acceptable.

Based on City of Cypress and City of Los Alamitos standards, an operational deficiency occurs at an intersection if the project causes an intersection operating at an acceptable LOS to deteriorate to an unacceptable LOS, or if an intersection is already operating at an unacceptable LOS and the project would add 0.01 or more to the peak-hour ICU.

TRAFFIC VOLUMES

Existing Traffic Volumes

Counts Unlimited, Inc. collected existing traffic volumes at study area intersections in March 2022. Count sheets are contained in Appendix A. At the time the assessment was conducted, it was assumed that peak hour traffic levels have substantially returned to pre-pandemic conditions. Therefore, no adjustments were applied to the 2022 traffic counts to account for any reduction in traffic volumes caused by the pandemic.

Development of Year 2045 Traffic Volumes

The following details the methodology employed for passenger vehicles to determine the a.m. and p.m. peak hour intersection turn movements for General Plan Buildout (2045) conditions. Volume development sheets are included in Appendix B. OCTAM was used in this process. The base year for the passenger vehicle model is 2016 and the future year is 2045.

1. The difference between the modeled base year 2016 and future year 2045 peak-period directional arterial traffic volumes (for each intersection approach and departure) was identified from loaded network model plots. This difference defines the growth in traffic from 2016 base conditions to future year 2045 conditions.

2. The incremental growth in peak period approach and departure volumes was factored to develop the incremental change in peak-hour volumes. OCTAM uses a 3-hour a.m. peak period and a four-hour p.m. peak period. The Orange County Transportation Authority has established that the a.m. peak hour comprises 35.66 percent of the peak period and that the p.m. peak hour comprises 26.62 percent of the peak period. Therefore, the incremental changes in peak period volumes were multiplied by the appropriate factors to develop incremental changes in peak-hour volumes.

3. The incremental growth in approach and departure volumes between 2016 and 2045 was factored to reflect the forecasted growth between the year of the ground counts (2022) and the analysis year of 2045. For this purpose, linear growth between the 2016 base condition and the 2045 future condition was assumed. Since the increment between 2022 and 2045 is 23 years of the 29-year time span, a factor of 0.79 (i.e., 23/29) was used.

4. The forecasted growth in approach and departure volumes through year 2045 conditions was added to the 2022 ground counts, resulting in “post-processed” forecasted year 2045 link volumes.

5. Forecast year 2045 turn volumes were developed using existing turn volumes and the forecasted growth in approach and departure link volumes.

EXISTING CONDITIONS

Existing Circulation System

The following roadways are identified as the key roadways in the study area.

- **Holder Street** is a north-south, two-to-four-lane, undivided roadway. According to the City of Cypress General Plan Circulation Element (2001), Holder Street is classified as a Secondary Arterial. The posted speed limit is 35 to 40 miles per hour (mph). Sidewalks are provided on both sides of the street and on-street parking is permitted in select locations.

- **Valley View Street** is a north-south, six-lane, divided roadway. According to the City of Cypress General Plan Circulation Element (2001), Valley View Street is classified as a Major Arterial. Valley View Street is designated in the Orange County CMP as a CMP facility. The posted speed

limit is 45 mph. Sidewalks are provided on both sides of the street and on-street parking is not permitted.

- **Walker Street** is a north-south, four-to-five-lane, undivided roadway. According to the City of Cypress General Plan Circulation Element (2001), Walker Street is classified as a Secondary Arterial. The average posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street parking is not permitted.

- **Moody Street** is a north-south, four-lane, divided roadway. According to the City's General Plan Circulation Element (2001), Moody Street is classified as a Primary Arterial. The posted speed limit is 40 mph. On-street bicycle lanes (Class II) and sidewalks are provided on both sides of the street. On-street parking is generally not permitted.

- **Denni Street–Lexington Drive** is a north-south, undivided roadway. Lexington Drive is a two-lane roadway south of Cerritos Avenue, and Denni Street is a four-lane roadway north of Cerritos Avenue. According to the City of Cypress General Plan Circulation Element (2001), Denni Street is classified as a Secondary Arterial. The posted speed limit of the segment between Lincoln Avenue to Ball Road is 40 mph and others have the speed limit of 35 mph. Sidewalks are provided on both sides of Denni Street and on some parts of Lexington Drive. On-street parking is not permitted.

- **Bloomfield Street** is a north-south, four-lane, divided roadway. According to the City of Cypress General Plan (2001), Bloomfield Street is classified as a Secondary Arterial. The posted speed limit is 40 mph. On-street bicycle lanes (Class II) and sidewalks are provided on both sides of the street. On-street parking is permitted in select locations.

- **Katella Avenue** is a six-lane divided roadway. Katella Avenue is designated as a Major Arterial in the City of Cypress General Plan (2001). Katella Avenue is designated in the Orange County CMP as a CMP facility. The posted speed limit is 45 mph. Sidewalks are provided on both sides of the street. On-street parking is permitted in select locations.

- **Cerritos Avenue** is a four-to-five-lane, divided roadway. According to the City of Cypress General Plan (2001), Cerritos Avenue is a Primary Arterial. The posted speed limit is 45 mph. Sidewalks are provided on both sides of the street, and on-street (Class II) bicycle lanes are provided on both sides between Walker Street and Denni Street. On-street parking is permitted in select locations.

- **Orangewood Avenue** is a four-lane, undivided roadway. According to the City of Cypress General Plan (2001), Orangewood Avenue is a Secondary Arterial. The posted speed limit is 35 to 40 mph. Sidewalks are provided on both sides of the street. On-street parking is not permitted.

- **Ball Road** is a four-lane, divided roadway and it is classified as a Primary Arterial according to the City of Cypress General Plan (2001). The posted speed limit is 45 mph. On-street (Class II) bicycle lanes and sidewalks are provided on both sides of the street. On-street parking is not permitted.

- **Orange Avenue** is a four-lane, undivided roadway, identified as Secondary Arterial in the City of Cypress General Plan (2001). The posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street bicycle lanes and on-street parking are provided in select locations.
- **Lincoln Avenue** is a four-lane, divided roadway. According to the City of Cypress General Plan (2001), Lincoln Avenue is a Major Arterial. The posted speed limit is 40 mph. Sidewalks are provided on both sides of the street. On-street parking is provided in select locations.

The existing study area intersection geometrics are shown on Figure 4.

Existing Traffic Conditions

Existing a.m. and p.m. peak-hour turn movement volumes for the study area intersections are shown on Figure 5.

Table C summarizes the results of the existing peak-hour LOS analysis for the study area intersections. The Existing ICU worksheets for all 26 study area intersections is contained in Appendix C. As shown in Table C, all study area intersections currently operate at satisfactory LOS during both peak hours.

GENERAL PLAN BUILDOUT CONDITIONS

Without Project Traffic Conditions

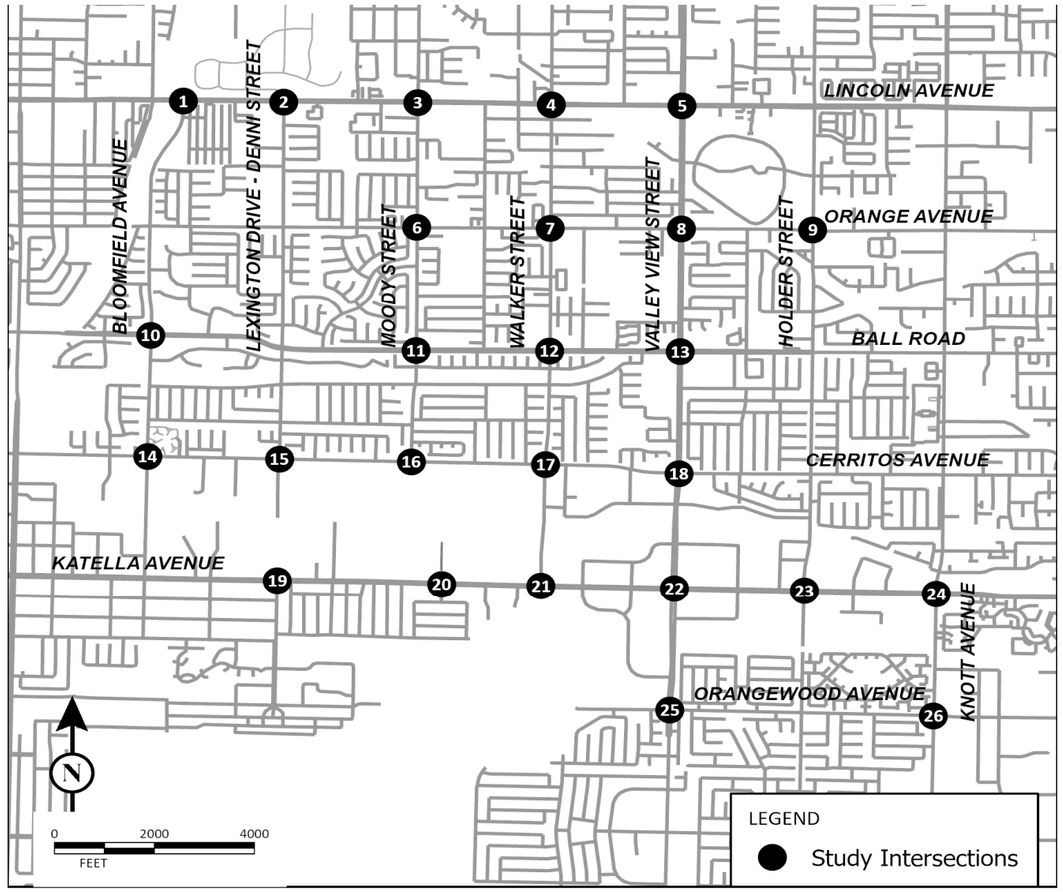
This section discusses the forecasted traffic condition, without either of the potential rezoning scenarios, under the analysis year 2045 (General Plan Buildout) condition. The forecasted year 2045 without project traffic volumes were developed using the approach discussed in the Analysis Methodology section. The forecasted year 2045 without project intersection geometrics are the same as those for Existing (2022) conditions.

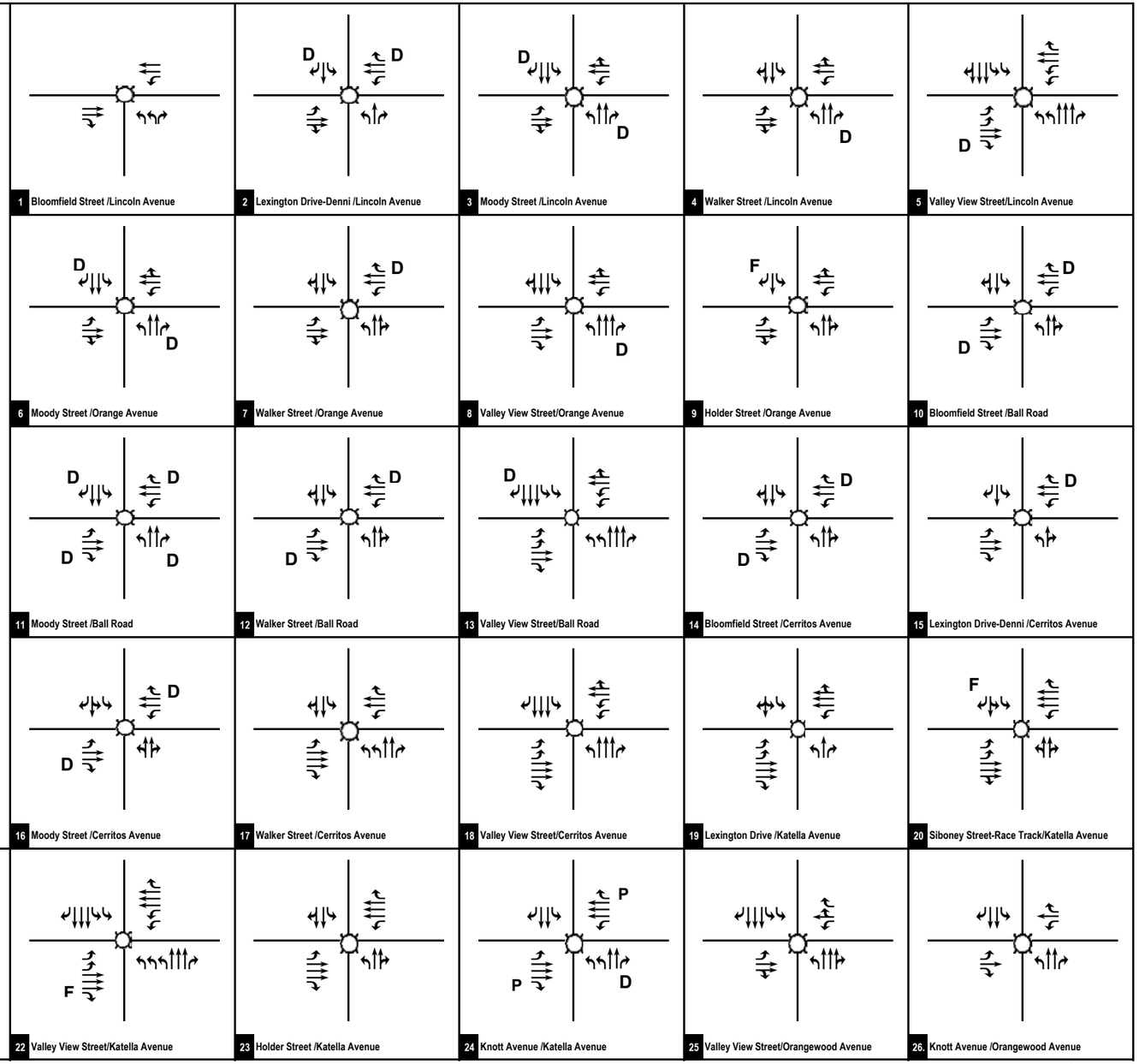
Year 2045 without project a.m. and p.m. peak–hour turn volumes for the study area intersections are illustrated in Figure 6. An LOS analysis was conducted to evaluate year 2045 without project a.m. and p.m. peak–hour traffic operations at study area intersections. Table D summarizes the results of this analysis. LOS worksheets are included in Appendix C. As indicated in Table D, all study area intersections are projected to operate at acceptable LOS during both peak hours.

With Project Traffic Conditions

General Plan Buildout (2045) with Project Traffic Conditions

Figure 7 illustrates the year 2045 with project a.m. and p.m. peak-hour turn volumes for the study area intersections. An LOS analysis was conducted to evaluate year 2045 with the project a.m. and p.m. peak-hour traffic operations at study area intersections. Table E summarizes the results of this analysis. Appendix C includes LOS worksheets. As indicated in Table E, all study area intersections are projected to operate at satisfactory LOS during both peak hours.





LSA

FIGURE 4

Legend

Signal

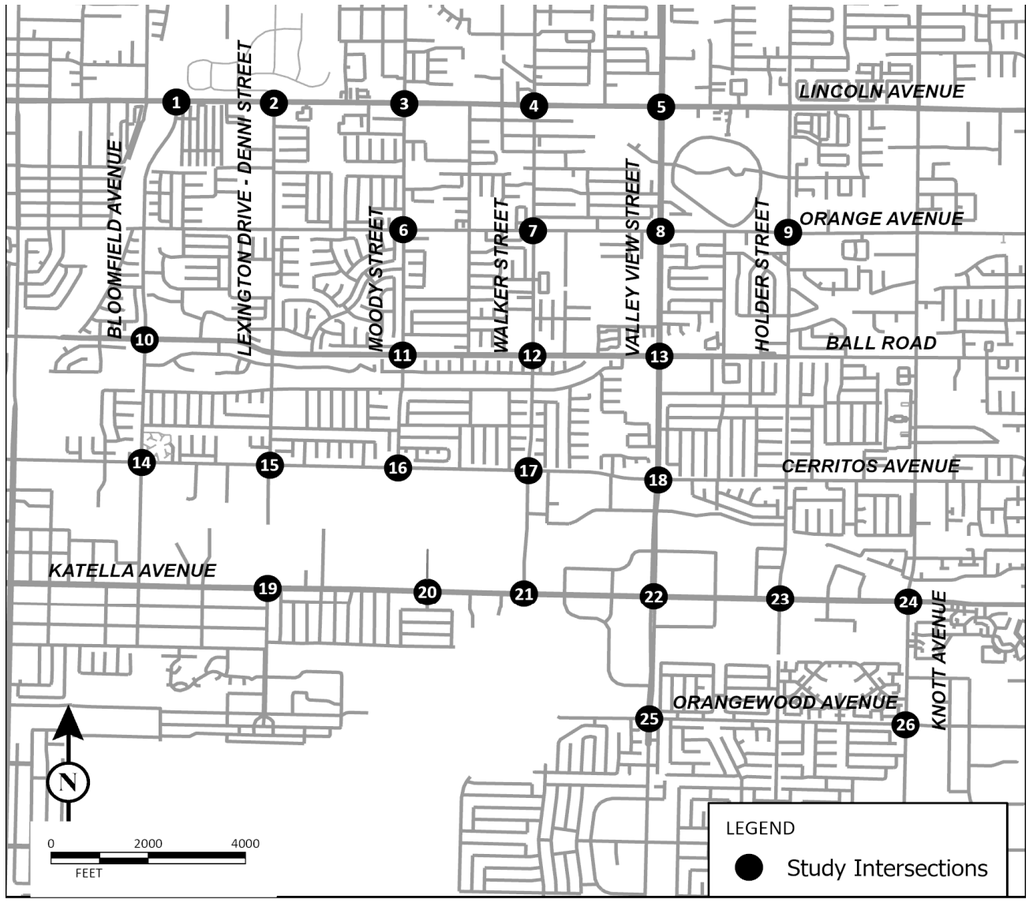
P Protected Right-turn

D De Facto Right-turn

F Free Right-turn

City of Cypress Housing Element Implementation
Traffic Impact Analysis

Existing Lane Geometrics



1 Bloomfield Street /Lincoln Avenue

	←	697 / 786
	↰	133 / 135
582 / 736	→	
339 / 366	↲	
	↱	385 / 443
	↳	193 / 190

2 Lexington Drive-Denni /Lincoln Avenue

13 / 181	↰	
4 / 20	↓	
18 / 58	↳	
	↰	32 / 26
	←	658 / 610
	↱	276 / 102
66 / 41	→	
556 / 735	↑	
136 / 141	↲	
	↰	173 / 158
	↑	9 / 6
	↱	198 / 121

3 Moody Street /Lincoln Avenue

191 / 167	↰	
721 / 632	↓	
171 / 148	↳	
	↰	182 / 166
	←	538 / 551
	↱	61 / 75
133 / 159	→	
471 / 601	↑	
114 / 102	↲	
	↰	156 / 109
	↑	526 / 516
	↱	103 / 83

4 Walker Street /Lincoln Avenue

125 / 100	↰	
539 / 559	↓	
111 / 143	↳	
	↰	106 / 156
	←	589 / 621
	↱	111 / 119
89 / 100	→	
627 / 649	↑	
62 / 75	↲	
	↰	82 / 65
	↑	437 / 616
	↱	130 / 143

5 Valley View Street/Lincoln Avenue

131 / 145	↰	
1196 / 1081	↓	
108 / 227	↳	
	↰	114 / 142
	←	505 / 496
	↱	173 / 213
162 / 231	→	
371 / 498	↑	
144 / 190	↲	
	↰	131 / 221
	↑	792 / 1256
	↱	91 / 155

6 Moody Street /Orange Avenue

109 / 75	↰	
508 / 516	↓	
158 / 133	↳	
	↰	97 / 102
	←	405 / 285
	↱	64 / 60
132 / 63	→	
483 / 250	↑	
113 / 33	↲	
	↰	102 / 42
	↑	368 / 513
	↱	129 / 65

7 Walker Street /Orange Avenue

113 / 50	↰	
600 / 598	↓	
64 / 87	↳	
	↰	88 / 81
	←	538 / 360
	↱	102 / 110
108 / 73	→	
450 / 390	↑	
109 / 99	↲	
	↰	147 / 78
	↑	459 / 680
	↱	125 / 135

8 Valley View Street/Orange Avenue

97 / 127	↰	
1255 / 1303	↓	
75 / 127	↳	
	↰	103 / 134
	←	405 / 288
	↱	131 / 152
123 / 124	→	
369 / 355	↑	
239 / 127	↲	
	↰	118 / 167
	↑	902 / 1537
	↱	99 / 136

9 Holder Street /Orange Avenue

94 / 114	↰	
119 / 109	↓	
58 / 51	↳	
	↰	103 / 59
	←	435 / 344
	↱	70 / 30
74 / 96	→	
336 / 351	↑	
48 / 57	↲	
	↰	53 / 54
	↑	78 / 174
	↱	30 / 33

10 Bloomfield Street /Ball Road

259 / 84	↰	
550 / 686	↓	
112 / 191	↳	
	↰	135 / 116
	←	325 / 226
	↱	68 / 65
135 / 150	→	
193 / 397	↑	
54 / 108	↲	
	↰	102 / 115
	↑	612 / 661
	↱	75 / 86

11 Moody Street /Ball Road

138 / 112	↰	
476 / 329	↓	
149 / 104	↳	
	↰	166 / 109
	←	814 / 673
	↱	73 / 72
78 / 128	→	
816 / 682	↑	
99 / 61	↲	
	↰	87 / 74
	↑	252 / 350
	↱	67 / 61

12 Walker Street /Ball Road

59 / 83	↰	
579 / 523	↓	
124 / 142	↳	
	↰	144 / 142
	←	770 / 697
	↱	104 / 89
77 / 92	→	
732 / 642	↑	
168 / 76	↲	
	↰	102 / 85
	↑	339 / 652
	↱	72 / 84

13 Valley View Street/Ball Road

126 / 203	↰	
1238 / 1136	↓	
111 / 171	↳	
	↰	91 / 129
	←	678 / 458
	↱	264 / 169
172 / 202	→	
556 / 611	↑	
186 / 177	↲	
	↰	205 / 262
	↑	894 / 1508
	↱	81 / 162

14 Bloomfield Street /Cerritos Avenue

110 / 117	↰	
520 / 269	↓	
99 / 72	↳	
	↰	65 / 125
	←	648 / 702
	↱	194 / 90
45 / 140	→	
689 / 851	↑	
166 / 91	↲	
	↰	171 / 81
	↑	332 / 424
	↱	173 / 124

15 Lexington Drive-Denni /Cerritos Avenue

139 / 77	↰	
94 / 48	↓	
122 / 87	↳	
	↰	130 / 113
	←	700 / 743
	↱	86 / 48
77 / 103	→	
633 / 880	↑	
59 / 34	↲	
	↰	37 / 37
	↑	68 / 124
	↱	33 / 81

16 Moody Street /Cerritos Avenue

217 / 142	↰	
1 / 0	↓	
391 / 228	↳	
	↰	160 / 304
	←	698 / 774
	↱	1 / 1
68 / 180	→	
713 / 918	↑	
1 / 1	↲	
	↰	0 / 2
	↑	1 / 1
	↱	

17 Walker Street /Cerritos Avenue

41 / 68	↰	
564 / 428	↓	
130 / 110	↳	
	↰	109 / 148
	←	734 / 770
	↱	85 / 94
27 / 77	→	
767 / 824	↑	
287 / 214	↲	
	↰	98 / 258
	↑	238 / 567
	↱	61 / 160

18 Valley View Street/Cerritos Avenue

105 / 224	↰	
1267 / 1168	↓	
267 / 140	↳	
	↰	107 / 109
	←	512 / 459
	↱	121 / 94
117 / 238	→	
404 / 599	↑	
289 / 220	↲	
	↰	199 / 283
	↑	955 / 1599
	↱	46 / 163

19 Lexington Drive /Katella Avenue

97 / 82	↰	
13 / 11	↓	
80 / 82	↳	
	↰	74 / 79
	←	1090 / 1263
	↱	126 / 78
104 / 93	→	
1120 / 1363	↑	
135 / 49	↲	
	↰	66 / 113
	↑	36 / 39
	↱	88 / 194

20 Siboney Street-Race Track/Katella Avenue

7 / 41	↰	
2 / 2	↓	
35 / 80	↳	
	↰	31 / 37
	←	1329 / 1373
	↱	35 / 54
91 / 130	→	
1229 / 1489	↑	
34 / 33	↲	
	↰	29 / 54
	↑	2 / 2
	↱	30 / 35

21 Walker Street /Katella Avenue

218 / 246	↰	
0 / 2	↓	
509 / 490	↳	
	↰	303 / 322
	←	1193 / 1354
	↱	9 / 1
221 / 343	→	
1051 / 1382	↑	
4 / 2	↲	
	↰	1 / 8
	↑	0 / 4
	↱	3 / 2

22 Valley View Street/Katella Avenue

198 / 209	↰	
1059 / 1156	↓	
177 / 161	↳	
	↰	109 / 201
	←	710 / 743
	↱	131 / 275
153 / 279	→	
652 / 796	↑	
470 / 661	↲	
	↰	639 / 510
	↑	1239 / 1406
	↱	169 / 168

23 Holder Street /Katella Avenue

108 / 92	↰	
5 / 3	↓	
87 / 123	↳	
	↰	97 / 145
	←	943 / 986
	↱	30 / 11
30 / 57	→	
791 / 1123	↑	
24 / 7	↲	
	↰	1 / 37
	↑	0 / 8
	↱	2 / 22

24 Knott Avenue /Katella Avenue

129 / 94	↰	
770 / 606	↓	
81 / 144	↳	
	↰	64 / 103
	←	781 / 711
	↱	178 / 230
57 / 290	→	
502 / 915	↑	
180 / 287	↲	
	↰	224 / 221
	↑	445 / 847
	↱	108 / 103

25 Valley View Street/Orangewood Avenue

35 / 64	↰	
1518 / 1846	↓	
178 / 336	↳	
	↰	370 / 261
	←	18 / 11
	↱	91 / 74
100 / 76	→	
34 / 20	↑	
17 / 17	↲	
	↰	18 / 4
	↑	1701 / 1704
	↱	73 / 91

26 Knott Avenue /Orangewood Avenue

40 / 96	↰	
1002 / 891	↓	
41 / 31	↳	
	↰	37 / 92
	←	20 / 108
	↱	42 / 89
103 / 99	→	
81 / 41	↑	
98 / 64	↲	
	↰	23 / 48
	↑	673 / 1020
	↱	116 / 50

LSA

FIGURE 5

XXXX / YYYY
AM / PM Peak Hour Traffic Volumes

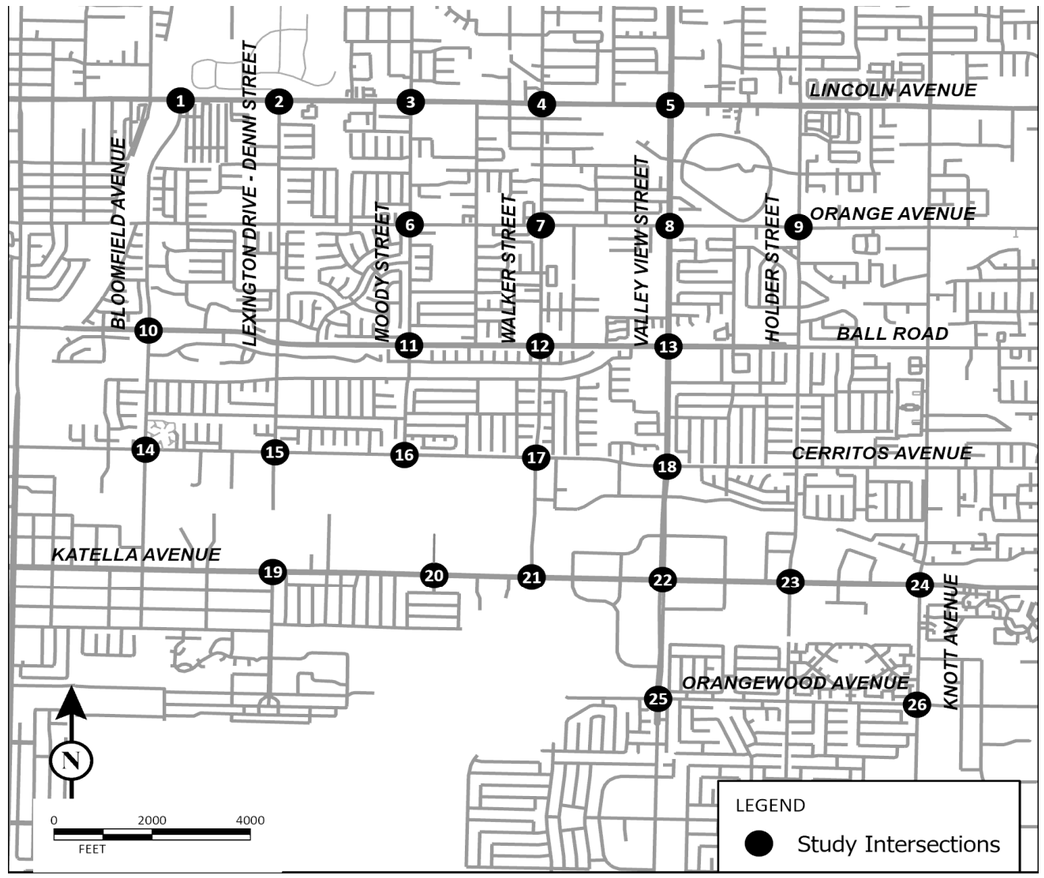
City of Cypress Housing Element Implementation
Traffic Impact Analysis

Existing Peak Hour Traffic Volumes

Table C: Existing Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	Existing			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.41	A	0.48	A
2	Lexington Drive-Denni Street/Lincoln Avenue	City of Cypress	0.51	A	0.52	A
3	Moody Street/Lincoln Avenue	City of Cypress	0.64	B	0.60	A
4	Walker Street/Lincoln Avenue	City of Cypress	0.55	A	0.60	A
5	Valley View Street/Lincoln Avenue	City of Cypress	0.55	A	0.59	A
6	Moody Street/Orange Avenue	City of Cypress	0.49	A	0.43	A
7	Walker Street/Orange Avenue	City of Cypress	0.57	A	0.54	A
8	Valley View Street/Orange Avenue	City of Cypress	0.61	B	0.62	B
9	Holder Street/Orange Avenue	City of Cypress	0.35	A	0.32	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.53	A	0.54	A
11	Moody Street/Ball Road	City of Cypress	0.53	A	0.49	A
12	Walker Street/Ball Road	City of Cypress	0.58	A	0.61	B
13	Valley View Street/Ball Road	City of Cypress	0.63	B	0.63	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.65	B	0.55	A
15	Lexington Drive-Denni Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.42	A	0.45	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.42	A	0.46	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.50	A	0.56	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.63	B	0.69	B
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.44	A	0.49	A
20	Siboney Street-Race Course/Katella Avenue	City of Cypress/Los Alamitos	0.37	A	0.43	A
21	Walker Street/Katella Avenue	City of Cypress/Los Alamitos	0.46	A	0.53	A
22	Valley View Street/Katella Avenue	City of Cypress	0.58	A	0.62	B
23	Holder Street/Katella Avenue	City of Cypress	0.30	A	0.36	A
24	Knott Avenue/Katella Avenue	City of Cypress	0.56	A	0.70	B
25	Valley View Street/Orangewood Avenue	City of Cypress	0.57	A	0.59	A
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.42	A	0.49	A

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service



1 Bloomfield Street /Lincoln Avenue

	←	798 / 1200
	↰	275 / 243
1069 / 865	→	
432 / 384	↲	
404 / 463	↱	365 / 305

2 Lexington Drive-Denni /Lincoln Avenue

14 / 188	↰	34 / 31
4 / 21	←	922 / 1130
21 / 61	↱	280 / 132
72 / 43	→	
1184 / 980	↳	
165 / 141	↲	
182 / 166	↰	230 / 127
9 / 6	→	

3 Moody Street /Lincoln Avenue

201 / 175	↰	191 / 195
769 / 664	←	807 / 1055
210 / 155	↱	127 / 128
140 / 167	→	
1055 / 843	↳	
221 / 122	↲	
199 / 178	↰	552 / 518
	→	210 / 142

4 Walker Street /Lincoln Avenue

129 / 130	↰	136 / 179
576 / 587	←	837 / 1138
158 / 150	↱	163 / 155
120 / 107	→	
1291 / 844	↳	
96 / 91	↲	
88 / 102	↰	459 / 647
	→	193 / 171

5 Valley View Street/Lincoln Avenue

177 / 216	↰	141 / 207
1314 / 1135	←	762 / 939
172 / 304	↱	213 / 261
282 / 269	→	
929 / 675	↳	
248 / 200	↲	
142 / 286	↰	832 / 1319
	→	116 / 180

6 Moody Street /Orange Avenue

146 / 125	↰	113 / 109
624 / 542	←	425 / 316
218 / 137	↱	67 / 63
228 / 66	→	
547 / 263	↳	
114 / 35	↲	
107 / 53	↰	386 / 623
	→	135 / 68

7 Walker Street /Orange Avenue

119 / 53	↰	90 / 102
706 / 610	←	565 / 421
86 / 91	↱	105 / 147
114 / 77	→	
548 / 410	↳	
116 / 104	↲	
154 / 78	↰	503 / 728
	→	158 / 144

8 Valley View Street/Orange Avenue

102 / 140	↰	108 / 141
1500 / 1368	←	425 / 344
98 / 133	↱	145 / 163
129 / 130	→	
488 / 373	↳	
290 / 133	↲	
124 / 215	↰	947 / 1615
	→	141 / 137

9 Holder Street /Orange Avenue

99 / 120	↰	108 / 62
320 / 296	←	457 / 361
61 / 54	↱	183 / 105
78 / 101	→	
380 / 369	↳	
196 / 151	↲	
179 / 168	↰	255 / 411
	→	125 / 86

10 Bloomfield Street /Ball Road

272 / 127	↰	137 / 136
589 / 757	←	341 / 301
139 / 201	↱	71 / 68
198 / 164	→	
315 / 417	↳	
76 / 113	↲	
107 / 125	↰	704 / 694
	→	96 / 90

11 Moody Street /Ball Road

142 / 118	↰	174 / 114
516 / 345	←	855 / 777
168 / 109	↱	77 / 81
82 / 144	→	
990 / 716	↳	
116 / 79	↲	
91 / 99	↰	265 / 397
	→	76 / 64

12 Walker Street /Ball Road

66 / 90	↰	160 / 180
709 / 549	←	809 / 778
200 / 149	↱	109 / 96
81 / 93	→	
862 / 674	↳	
176 / 80	↲	
107 / 89	↰	382 / 688
	→	91 / 88

13 Valley View Street/Ball Road

132 / 226	↰	93 / 143
1470 / 1193	←	712 / 535
150 / 180	↱	264 / 170
202 / 212	→	
732 / 642	↳	
215 / 186	↲	
215 / 292	↰	939 / 1592
	→	87 / 170

14 Bloomfield Street /Cerritos Avenue

123 / 142	↰	77 / 128
547 / 315	←	680 / 843
115 / 77	↱	204 / 104
69 / 147	→	
894 / 894	↳	
194 / 93	↲	
176 / 87	↰	421 / 445
	→	185 / 130

15 Lexington Drive-Denni /Cerritos Avenue

146 / 87	↰	137 / 119
172 / 91	←	735 / 833
128 / 91	↱	155 / 90
81 / 108	→	
790 / 924	↳	
136 / 70	↲	
62 / 101	↰	98 / 207
	→	57 / 166

16 Moody Street /Cerritos Avenue

256 / 171	↰	168 / 319
1 / 0	←	733 / 839
399 / 239	↱	1 / 1
84 / 220	→	
874 / 964	↳	
1 / 1	↲	
0 / 2	↰	1 / 1
	→	

17 Walker Street /Cerritos Avenue

51 / 81	↰	125 / 167
603 / 465	←	771 / 843
182 / 124	↱	89 / 99
38 / 79	→	
943 / 865	↳	
301 / 225	↲	
102 / 271	↰	318 / 595
	→	72 / 168

18 Valley View Street/Cerritos Avenue

105 / 235	↰	112 / 114
1531 / 1226	←	538 / 480
271 / 147	↱	128 / 98
128 / 250	→	
502 / 629	↳	
428 / 270	↲	
208 / 397	↰	1003 / 1739
	→	49 / 167

19 Lexington Drive /Katella Avenue

224 / 154	↰	98 / 161
21 / 15	←	1392 / 1597
169 / 127	↱	132 / 82
156 / 217	→	
1480 / 1612	↳	
138 / 51	↲	
68 / 117	↰	39 / 65
	→	92 / 204

20 Siboney Street-Race Track/Katella Avenue

70 / 55	↰	36 / 171
17 / 3	←	1423 / 1681
309 / 177	↱	37 / 81
142 / 298	→	
1552 / 1493	↳	
42 / 35	↲	
36 / 57	↰	3 / 7
	→	33 / 56

21 Walker Street /Katella Avenue

229 / 338	↰	318 / 338
0 / 2	←	1307 / 1959
517 / 515	↱	9 / 1
326 / 360	→	
1763 / 1526	↳	
5 / 2	↲	
1 / 10	↰	0 / 4
	→	3 / 2

22 Valley View Street/Katella Avenue

297 / 270	↰	165 / 391
1068 / 1214	←	965 / 1250
388 / 255	↱	138 / 313
231 / 343	→	
1284 / 1037	↳	
494 / 694	↲	
671 / 536	↰	1301 / 1476
	→	190 / 170

23 Holder Street /Katella Avenue

111 / 97	↰	102 / 152
258 / 224	←	1110 / 1451
91 / 129	↱	98 / 208
107 / 100	→	
1388 / 1253	↳	
224 / 211	↲	
170 / 342	↰	198 / 273
	→	71 / 132

24 Knott Avenue /Katella Avenue

145 / 101	↰	124 / 206
771 / 636	←	1039 / 1236
219 / 226	↱	211 / 285
76 / 300	→	
1107 / 1206	↳	
189 / 301	↲	
235 / 232	↰	467 / 889
	→	131 / 124

25 Valley View Street/Orangewood Avenue

37 / 67	↰	389 / 274
1756 / 1938	←	19 / 11
187 / 353	↱	107 / 84
105 / 80	→	
36 / 21	↳	
41 / 35	↲	
34 / 10	↰	1786 / 1745
	→	91 / 101

26 Knott Avenue /Orangewood Avenue

44 / 101	↰	39 / 97
1053 / 936	←	96 / 184
43 / 33	↱	190 / 199
108 / 104	→	
108 / 103	↳	
339 / 212	↲	
150 / 182	↰	707 / 1030
	→	276 / 189

LSA

FIGURE 6

XXXX / YYYY
AM / PM Peak Hour Traffic Volumes

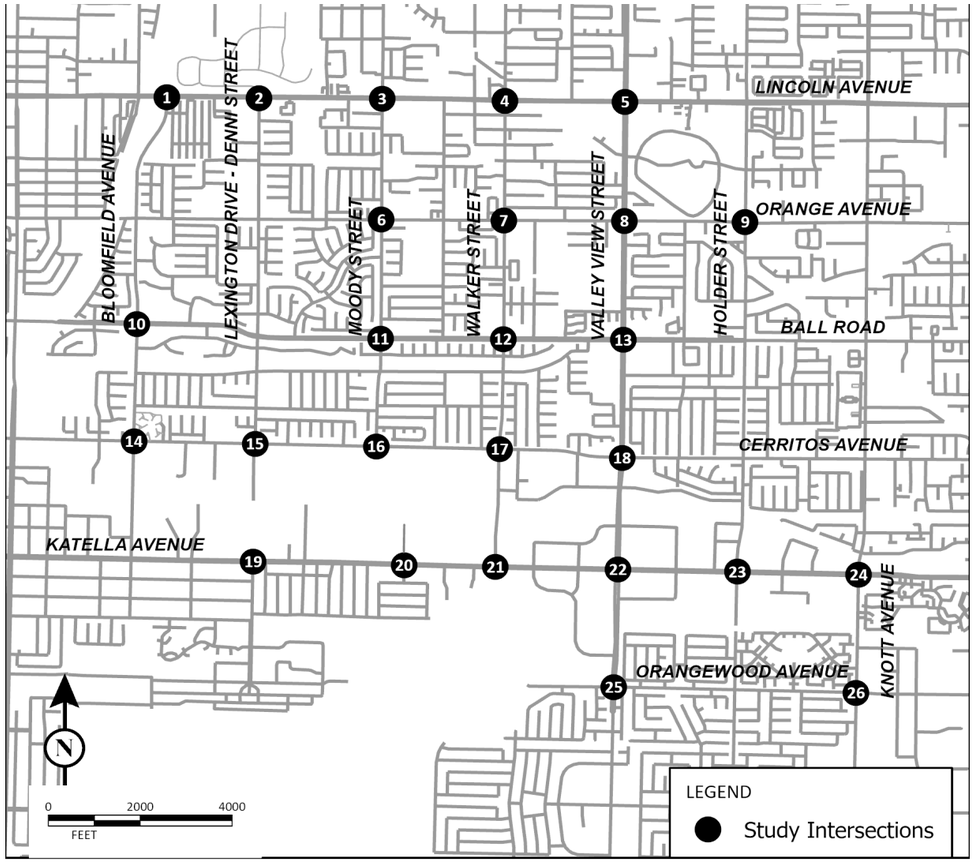
City of Cypress Housing Element Implementation
Traffic Impact Analysis

Year 2045 Without Project Peak Hour Traffic Volumes

Table D: Year 2045 Without Project Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	2045 No Project			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.64	B	0.58	A
2	Lexington Drive-Denni Street/Lincoln Avenue	City of Cypress	0.72	C	0.63	B
3	Moody Street/Lincoln Avenue	City of Cypress	0.85	D	0.82	D
4	Walker Street/Lincoln Avenue	City of Cypress	0.79	C	0.78	C
5	Valley View Street/Lincoln Avenue	City of Cypress	0.71	C	0.76	C
6	Moody Street/Orange Avenue	City of Cypress	0.58	A	0.48	A
7	Walker Street/Orange Avenue	City of Cypress	0.64	B	0.60	A
8	Valley View Street/Orange Avenue	City of Cypress	0.67	B	0.70	B
9	Holder Street/Orange Avenue	City of Cypress	0.63	B	0.53	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.59	A	0.59	A
11	Moody Street/Ball Road	City of Cypress	0.59	A	0.54	A
12	Walker Street/Ball Road	City of Cypress	0.65	B	0.65	B
13	Valley View Street/Ball Road	City of Cypress	0.70	B	0.67	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.73	C	0.61	B
15	Lexington Drive-Denni Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.52	A	0.56	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.45	A	0.51	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.52	A	0.60	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.76	C	0.76	C
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.58	A	0.62	B
20	Siboney Street-Race Course/Katella Avenue	City of Cypress/Los Alamitos	0.48	A	0.56	A
21	Walker Street/Katella Avenue	City of Cypress/Los Alamitos	0.52	A	0.67	B
22	Valley View Street/Katella Avenue	City of Cypress	0.71	C	0.77	C
23	Holder Street/Katella Avenue	City of Cypress	0.59	A	0.71	C
24	Knott Avenue/Katella Avenue	City of Cypress	0.69	B	0.86	D
25	Valley View Street/Orangewood Avenue	City of Cypress	0.61	B	0.61	B
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.69	B	0.62	B

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service



				←	856 / 1190																		
				↰	275 / 240																		
1045 / 914	→																						
428 / 384	↱																						
		404 / 461	↱																				
		357 / 304	→																				
1	**Bloomfield Street /Lincoln Avenue**																						

								↱	34 / 31														
		14 / 186						←	955 / 1128														
		4 / 21						↰	290 / 151														
		21 / 61	↱																				
71 / 43	→																						
1165 / 1006	→																						
153 / 163	↱																						
		184 / 166	↰																				
		9 / 6	→																				
		260 / 127	↱																				
2	**Lexington Drive-Denni /Lincoln Avenue**																						

								↱	186 / 212														
		201 / 175						←	817 / 1091														
		783 / 664						↰	129 / 147														
		229 / 152	↱																				
140 / 167	→																						
1082 / 863	→																						
213 / 126	↱																						
		201 / 174	↰																				
		552 / 532	→																				
		227 / 153	↱																				
3	**Moody Street /Lincoln Avenue**																						

								↱	132 / 188														
		130 / 139						←	844 / 1201														
		575 / 587						↰	164 / 157														
		158 / 148	↱																				
122 / 112	→																						
1349 / 867	→																						
100 / 92	↱																						
		94 / 103	↰																				
		459 / 647	→																				
		203 / 169	↱																				
4	**Walker Street /Lincoln Avenue**																						

								↱	142 / 203														
		183 / 229						←	758 / 1001														
		1334 / 1135						↰	207 / 263														
		189 / 296	↱																				
282 / 273	→																						
973 / 688	→																						
240 / 195	↱																						
		141 / 310	↰																				
		832 / 1319	→																				
		123 / 180	↱																				
5	**Valley View Street/Lincoln Avenue**																						

								↱	111 / 103														
		137 / 122						←	425 / 333														
		646 / 542						↰	67 / 63														
		206 / 140	↱																				
226 / 66	→																						
560 / 263	→																						
128 / 35	↱																						
		107 / 61	↰																				
		386 / 637	→																				
		135 / 88	↱																				
6	**Moody Street /Orange Avenue**																						

								↱	89 / 100														
		119 / 53						←	565 / 453														
		705 / 615						↰	104 / 154														
		90 / 91	↱																				
114 / 77	→																						
575 / 410	→																						
117 / 104	↱																						
		154 / 85	↰																				
		522 / 727	→																				
		172 / 149	↱																				
7	**Walker Street /Orange Avenue**																						

								↱	108 / 134														
		102 / 152						←	425 / 363														
		1508 / 1368						↰	140 / 160														
		103 / 133	↱																				
129 / 130	→																						
524 / 373	→																						
298 / 133	↱																						
		124 / 224	↰																				
		947 / 1633	→																				
		144 / 143	↱																				
8	**Valley View Street/Orange Avenue**																						

								↱	108 / 62														
		99 / 120						←	457 / 361														
		339 / 297						↰	180 / 108														
		61 / 54	↱																				
78 / 101	→																						
406 / 369	→																						
212 / 150	↱																						
		175 / 174	↰																				
		253 / 422	→																				
		126 / 86	↱																				
9	**Holder Street /Orange Avenue**																						

								↱	143 / 133														
		272 / 123						←	341 / 296														
		605 / 756						↰	73 / 68														
		138 / 198	↱																				
187 / 161	→																						
304 / 417	→																						
76 / 113	↱																						
		105 / 131	↰																				
		704 / 694	→																				
		98 / 90	↱																				
10	**Bloomfield Street /Ball Road**																						

								↱	174 / 123														
		168 / 122						←	855 / 784														
		517 / 329						↰	77 / 77														
		182 / 109	↱																				
83 / 160	→																						
993 / 716	→																						
107 / 72	↱																						
		92 / 84	↰																				
		265 / 387	→																				
		71 / 64	↱																				
11	**Moody Street /Ball Road**																						

								↱	158 / 194														
		67 / 86						←	809 / 790														
		709 / 570						↰	109 / 106														
		203 / 149	↱																				
80 / 98	→																						
872 / 674	→																						
176 / 80	↱																						
		107 / 89	↰																				
		424 / 696	→																				
		103 / 88	↱																				
12	**Walker Street /Ball Road**																						

								↱	92 / 147														
		133 / 233						←	712 / 559														
		1473 / 1193						↰	277 / 172														
		154 / 180	↱																				
207 / 212	→																						
751 / 642	→																						
215 / 186	↱																						
		215 / 298	↰																				
		939 / 1602	→																				
		88 / 170	↱																				
13	**Valley View Street/Ball Road**																						

								↱	76 / 131														
		133 / 146						←	652 / 835														
		561 / 311						↰	204 / 99														
		118 / 77	↱																				
68 / 147	→																						
883 / 894	→																						
192 / 93	↱																						
		189 / 88	↰																				
		427 / 445	→																				
		190 / 130	↱																				
14	**Bloomfield Street /Cerritos Avenue**																						

								↱	137 / 119														
		143 / 88						←	735 / 833														
		170 / 105						↰	144 / 103														
		123 / 91	↱																				
85 / 108	→																						
793 / 924	→																						
133 / 78	↱																						
		73 / 94	↰																				
		116 / 197	→																				
		64 / 161	↱																				
15	**Lexington Drive-Denni /Cerritos Avenue**																						

								↱	116 / 150														
		214 / 172						←	1441 / 1567														
		21 / 17						↰	132 / 82														
		163 / 142	↱																				
170 / 209	→																						
1429 / 1650	→																						
142 / 52	↱																						
		66 / 117	↰																				
		43 / 62	→																				
		92 / 204	↱																				
16	**Moody Street /Cerritos Avenue**																						

								↱	139 / 172														
		59 / 84						←	771 / 848														
		575 / 499						↰	89 / 98														
		198 / 125	↱																				
46 / 85	→																						
965 / 865	→																						
301 / 225	↱																						
		107 / 271	↰																				
		369 / 595	→																				
		70 / 168	↱																				
17	**Walker Street /Cerritos Avenue**																						

								↱	112 / 114														
		106 / 235						←	538 / 487														
		1521 / 1226						↰	124 / 99														
		277 / 147	↱																				
131 / 250	→																						
532 / 629	→																						
440 / 276	↱																						
		216 / 402	↰																				
		1003 / 1748	→																				
		51 / 171	↱																				
18	**Valley View Street/Cerritos Avenue**																						

								↱	116 / 150														
		214 / 172						←	1441 / 1567														
		21 / 17						↰	132 / 82														
		163 / 142	↱																				
170 / 209	→																						
1429 / 1650	→																						
142 / 52	↱																						
		66 / 117	↰																				
		43 / 62	→																				
		92 / 204	↱																				
19	**Lexington Drive /Katella Avenue**																						

								↱	38 / 257														
		116 / 61						←	1368 / 1618														
		24 / 4						↰	37 / 83														
		451 / 225	↱																				
163 / 379	→																						
1455 / 1563	→																						
38 / 35	↱																						
		38 / 57	↰																				
		3 / 10	→																				
		30 / 57	↱																				
20	**Siboney Street-Race Track/Katella Avenue**																						

								↱	313 / 338														
		229 / 381						←	1267 / 2041														
		0 / 2						↰	9 / 1														
		534 / 515	↱																				
372 / 352	→																						
1876 / 1521	→																						
5 / 2	↱																						
		1 / 10	↰																				
		0 / 4	→																				
		3 / 2	↱																				
21	**Walker Street /Katella Avenue**																						

								↱	165 / 396														
		311 / 277						←	957 / 1261														
		1062 / 1214						↰	138 / 309														
		385 / 256	↱																				
246 / 350	→																						
1295 / 1033	→																						
494 / 694	↱																						
		671 / 536	↰																				
		1301 / 1476	→																				
		179 / 176	↱																				
22	**Valley View Street/Katella Avenue**																						

								↱	102 / 152														
		119 / 97						←	1093 / 1457														
		281 / 220						↰	98 / 211														
		91 / 129	↱																				
101 / 100	→																						
1406 / 1249	→																						
212 / 206	↱																						
		163 / 348	↰																				
		192 / 287	→																				
		73 / 137	↱																				
23	**Holder Street /Katella Avenue**																						

								↱	123 / 212														
		143 / 101						←	1025 / 1244														
		775 / 636						↰	212 / 287														
		221 / 227	↱																				
76 / 304	→																						
1130 / 1199	→																						
189 / 301	↱																						
		235 / 232	↰																				
		467 / 889	→																				
		131 / 123	↱																				
24	**Knott Avenue /Katella Avenue**																						

								↱	389 / 274														
		37 / 67						←	19 / 12														
		1795 / 1938						↰	98 / 87														
		187 / 353	↱																				
105 / 80	→																						
34 / 21	→																						
40 / 35	↱																						
		34 / 10	↰																				
		1786 / 1769	→																				
		94 / 100	↱																				
25	**Valley View Street/Orangewood Avenue**																						

								↱	39 / 97														
		44 / 101						←	95 / 189														
		1063 / 936						↰	193 / 202														
		43 / 33	↱																				
108 / 104	→																						
110 / 103	→																						
332 / 226	↱																						
		144 / 201	↰																				
		707 / 1037	→																				
		281 / 194	↱																				
26	**Knott Avenue /Orangewood Avenue**																						

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FIGURE 7

XXXX / YYYY

AM / PM Peak Hour Traffic Volumes

City of Cypress Housing Element Implementation
Traffic Impact Analysis

Year 2045 With Project Peak Hour Traffic Volumes

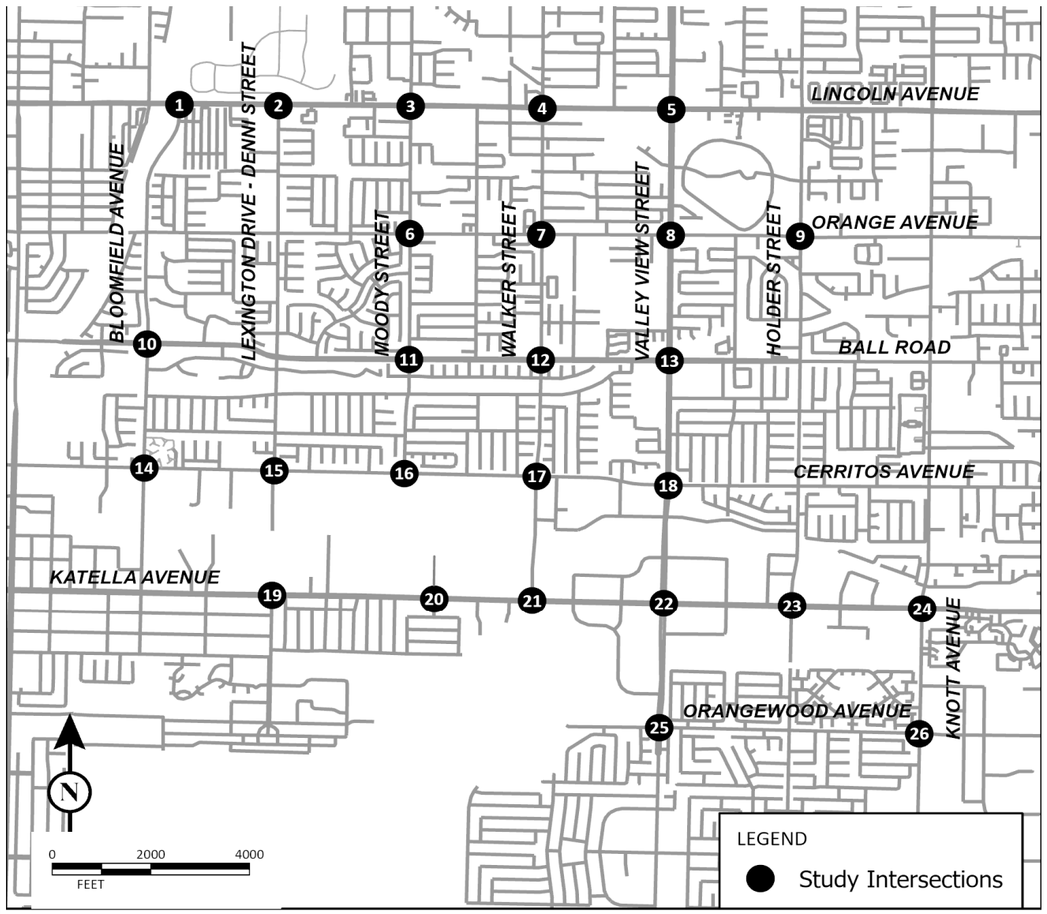
P:\CCP2201.01\Technical Reports\Transportation\VolMap_2045 WP Alt1.xlsx 4/20/2023

Table E: Year 2045 With Project Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	2045 W/Project			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.64	B	0.60	A
2	Lexington Drive-Denni Street/Lincoln Avenue	City of Cypress	0.72	C	0.64	B
3	Moody Street/Lincoln Avenue	City of Cypress	0.86	D	0.83	D
4	Walker Street/Lincoln Avenue	City of Cypress	0.82	D	0.81	D
5	Valley View Street/Lincoln Avenue	City of Cypress	0.74	C	0.78	C
6	Moody Street /Orange Avenue	City of Cypress	0.59	A	0.49	A
7	Walker Street /Orange Avenue	City of Cypress	0.64	B	0.60	A
8	Valley View Street/Orange Avenue	City of Cypress	0.68	B	0.71	C
9	Holder Street/Orange Avenue	City of Cypress	0.64	B	0.53	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.58	A	0.58	A
11	Moody Street/Ball Road	City of Cypress	0.59	A	0.54	A
12	Walker Street /Ball Road	City of Cypress	0.66	B	0.66	B
13	Valley View Street/Ball Road	City of Cypress	0.70	B	0.68	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.74	C	0.61	B
15	Lexington Drive-Denni Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.52	A	0.57	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.44	A	0.50	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.54	A	0.60	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.77	C	0.78	C
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.57	A	0.63	B
20	Siboney Street-Race Course/Katella Avenue	City of Cypress/Los Alamitos	0.51	A	0.58	A
21	Walker Street /Katella Avenue	City of Cypress/Los Alamitos	0.54	A	0.68	B
22	Valley View Street/Katella Avenue	City of Cypress	0.71	C	0.77	C
23	Holder Street/Katella Avenue	City of Cypress	0.61	B	0.70	B
24	Knott Avenue/Katella Avenue	City of Cypress	0.69	B	0.86	D
25	Valley View Street/Orangewood Avenue	City of Cypress	0.61	B	0.62	B
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.68	B	0.63	B

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service

Figure 8 illustrates the year 2045 with Alternative 2 a.m. and p.m. peak-hour turn volumes for the study area intersections. An LOS analysis was conducted to evaluate year 2045 with Alternative 2 a.m. and p.m. peak-hour traffic operations at study area intersections. Table F summarizes the results of this analysis. Appendix C includes LOS worksheets. As indicated in Table F, all study area intersections are projected to operate at acceptable LOS during both peak hours.



1 Bloomfield Street /Lincoln Avenue

1045 / 925	→	↖ 875 / 1185
429 / 384	↲	↷ 280 / 243
		404 / 463 ↰ ↑ ↱ 357 / 314

2 Lexington Drive-Denni /Lincoln Avenue

72 / 43	→	↖ 34 / 30
1144 / 1018	→	↑ 962 / 1117
171 / 171	↲	↷ 280 / 153
		200 / 166 ↰ ↑ ↱ 260 / 127
		9 / 6 →

3 Moody Street /Lincoln Avenue

140 / 167	→	↖ 188 / 227
1080 / 877	→	↑ 834 / 1094
208 / 122	↲	↷ 132 / 148
		198 / 170 ↰ ↑ ↱ 230 / 157
		552 / 552 →

4 Walker Street /Lincoln Avenue

127 / 114	→	↖ 134 / 178
1353 / 881	→	↑ 862 / 1210
102 / 96	↲	↷ 161 / 152
		94 / 110 ↰ ↑ ↱ 195 / 167
		459 / 647 →

5 Valley View Street/Lincoln Avenue

280 / 276	→	↖ 143 / 200
989 / 692	→	↑ 761 / 1012
243 / 197	↲	↷ 213 / 260
		140 / 319 ↰ ↑ ↱ 125 / 180
		832 / 1319 →

6 Moody Street /Orange Avenue

212 / 66	→	↖ 105 / 107
565 / 263	→	↑ 425 / 337
138 / 35	↲	↷ 67 / 63
		107 / 68 ↰ ↑ ↱ 135 / 68
		386 / 664 →

7 Walker Street /Orange Avenue

118 / 77	→	↖ 90 / 99
578 / 410	→	↑ 565 / 453
119 / 104	↲	↷ 105 / 150
		154 / 86 ↰ ↑ ↱ 162 / 150
		505 / 731 →

8 Valley View Street/Orange Avenue

129 / 130	→	↖ 108 / 135
519 / 373	→	↑ 425 / 361
298 / 133	↲	↷ 140 / 158
		124 / 222 ↰ ↑ ↱ 143 / 143
		947 / 1647 →

9 Holder Street /Orange Avenue

78 / 101	→	↖ 108 / 62
410 / 369	→	↑ 457 / 361
202 / 149	↲	↷ 179 / 107
		173 / 172 ↰ ↑ ↱ 128 / 86
		253 / 426 →

10 Bloomfield Street /Ball Road

191 / 161	→	↖ 143 / 133
304 / 417	→	↑ 341 / 297
76 / 113	↲	↷ 72 / 68
		103 / 132 ↰ ↑ ↱ 93 / 90
		683 / 663 →

11 Moody Street /Ball Road

79 / 160	→	↖ 174 / 128
996 / 716	→	↑ 855 / 781
110 / 72	↲	↷ 77 / 81
		96 / 89 ↰ ↑ ↱ 81 / 64
		252 / 428 →

12 Walker Street /Ball Road

82 / 94	→	↖ 155 / 188
884 / 674	→	↑ 809 / 798
176 / 80	↲	↷ 109 / 105
		107 / 89 ↰ ↑ ↱ 94 / 88
		392 / 710 →

13 Valley View Street/Ball Road

204 / 212	→	↖ 92 / 149
754 / 642	→	↑ 712 / 563
213 / 186	↲	↷ 277 / 176
		215 / 298 ↰ ↑ ↱ 89 / 170
		939 / 1608 →

14 Bloomfield Street /Cerritos Avenue

65 / 147	→	↖ 74 / 134
879 / 894	→	↑ 680 / 835
195 / 93	↲	↷ 204 / 100
		179 / 88 ↰ ↑ ↱ 186 / 130
		407 / 445 →

15 Lexington Drive-Denni /Cerritos Avenue

82 / 108	→	↖ 137 / 119
784 / 924	→	↑ 735 / 829
138 / 75	↲	↷ 157 / 101
		66 / 101 ↰ ↑ ↱ 60 / 175
		106 / 212 →

16 Moody Street /Cerritos Avenue

98 / 229	→	↖ 168 / 329
858 / 964	→	↑ 733 / 837
1 / 1	↲	↷ 1 / 1
		0 / 2 ↰ ↑ ↱ 1 / 1
		271 / 181 ↓ 1 / 0 410 / 239

17 Walker Street /Cerritos Avenue

39 / 84	→	↖ 131 / 172
950 / 865	→	↑ 771 / 847
301 / 225	↲	↷ 89 / 94
		103 / 271 ↰ ↑ ↱ 74 / 168
		333 / 579 →
		55 / 84 ↓ 617 / 480 199 / 125

18 Valley View Street/Cerritos Avenue

130 / 250	→	↖ 112 / 114
516 / 629	→	↑ 538 / 479
442 / 274	↲	↷ 126 / 98
		215 / 403 ↰ ↑ ↱ 50 / 166
		1003 / 1756 →
		107 / 235 ↓ 1544 / 1226 272 / 147

19 Lexington Drive /Katella Avenue

162 / 226	→	↖ 106 / 164
1470 / 1628	→	↑ 1407 / 1582
136 / 52	↲	↷ 132 / 82
		67 / 116 ↰ ↑ ↱ 92 / 204
		40 / 67 →
		230 / 169 ↓ 22 / 16 176 / 138

20 Siboney Street-Race Track/Katella Avenue

149 / 327	→	↖ 37 / 197
1534 / 1563	→	↑ 1406 / 1664
40 / 35	↲	↷ 37 / 82
		36 / 57 ↰ ↑ ↱ 32 / 56
		3 / 8 →
		83 / 57 ↓ 19 / 3 358 / 193

21 Walker Street /Katella Avenue

343 / 362	→	↖ 303 / 338
1812 / 1527	→	↑ 1288 / 1994
5 / 2	↲	↷ 9 / 1
		1 / 10 ↰ ↑ ↱ 3 / 2
		0 / 4 →
		229 / 343 ↓ 0 / 2 515 / 515

22 Valley View Street/Katella Avenue

238 / 351	→	↖ 164 / 397
1296 / 1037	→	↑ 955 / 1266
494 / 694	↲	↷ 138 / 311
		671 / 536 ↰ ↑ ↱ 186 / 168
		1301 / 1476 →
		305 / 275 ↓ 1082 / 1214 391 / 254

23 Holder Street /Katella Avenue

104 / 100	→	↖ 102 / 152
1414 / 1251	→	↑ 1093 / 1458
215 / 208	↲	↷ 96 / 204
		168 / 356 ↰ ↑ ↱ 74 / 136
		196 / 280 →
		116 / 97 ↓ 268 / 219 91 / 129

24 Knott Avenue /Katella Avenue

78 / 302	→	↖ 124 / 210
1131 / 1202	→	↑ 1025 / 1236
189 / 301	↲	↷ 211 / 287
		235 / 232 ↰ ↑ ↱ 125 / 124
		467 / 889 →
		144 / 101 ↓ 778 / 636 219 / 229

25 Valley View Street/Orangewood Avenue

105 / 80	→	↖ 389 / 274
36 / 21	→	↑ 19 / 11
41 / 36	↲	↷ 98 / 85
		34 / 10 ↰ ↑ ↱ 88 / 103
		1786 / 1762 →
		37 / 67 ↓ 1800 / 1938 187 / 353

26 Knott Avenue /Orangewood Avenue

108 / 104	→	↖ 39 / 97
112 / 107	→	↑ 98 / 193
341 / 217	↲	↷ 198 / 203
		144 / 199 ↰ ↑ ↱ 278 / 203
		707 / 1036 →
		44 / 101 ↓ 1062 / 936 43 / 33

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FIGURE 8

XXXX / YYYY
AM / PM Peak Hour Traffic Volumes

City of Cypress Housing Element Implementation
Traffic Impact Analysis

General Plan Buildout (2045) with Alternative 2 Traffic Conditions

Table F: Year 2045 With Alternative 2 Intersection Level of Service Summary

Study Area Intersection No.	Intersection	Jurisdiction	2045 W/ Alternative 2			
			AM Peak Hour		PM Peak Hour	
			ICU	LOS	ICU	LOS
1	Bloomfield Street/Lincoln Avenue	City of Cypress	0.64	B	0.60	A
2	Lexington Drive-Denni Street/Lincoln Avenue	City of Cypress	0.72	C	0.66	B
3	Moody Street/Lincoln Avenue	City of Cypress	0.87	D	0.84	D
4	Walker Street/Lincoln Avenue	City of Cypress	0.81	D	0.81	D
5	Valley View Street/Lincoln Avenue	City of Cypress	0.74	C	0.79	C
6	Moody Street /Orange Avenue	City of Cypress	0.59	A	0.50	A
7	Walker Street /Orange Avenue	City of Cypress	0.65	B	0.60	A
8	Valley View Street/Orange Avenue	City of Cypress	0.68	B	0.71	C
9	Holder Street/Orange Avenue	City of Cypress	0.64	B	0.54	A
10	Bloomfield Street/Ball Road	City of Cypress/Los Alamitos	0.58	A	0.57	A
11	Moody Street/Ball Road	City of Cypress	0.61	B	0.56	A
12	Walker Street /Ball Road	City of Cypress	0.66	B	0.66	B
13	Valley View Street/Ball Road	City of Cypress	0.70	B	0.69	B
14	Bloomfield Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.75	C	0.60	A
15	Lexington Drive-Denni Street/Cerritos Avenue	City of Cypress/Los Alamitos	0.53	A	0.57	A
16	Moody Street/Cerritos Avenue	City of Cypress	0.46	A	0.51	A
17	Walker Street/Cerritos Avenue	City of Cypress	0.53	A	0.60	A
18	Valley View Street/Cerritos Avenue	City of Cypress	0.77	C	0.77	C
19	Lexington Drive/Katella Avenue	City of Cypress/Los Alamitos	0.59	A	0.64	B
20	Siboney Street-Race Course/Katella Avenue	City of Cypress/Los Alamitos	0.49	A	0.57	A
21	Walker Street /Katella Avenue	City of Cypress/Los Alamitos	0.53	A	0.68	B
22	Valley View Street/Katella Avenue	City of Cypress	0.72	C	0.76	C
23	Holder Street/Katella Avenue	City of Cypress	0.60	A	0.72	C
24	Knott Avenue/Katella Avenue	City of Cypress	0.69	B	0.86	D
25	Valley View Street/Orangewood Avenue	City of Cypress	0.61	B	0.62	B
26	Knott Avenue/Orangewood Avenue	City of Cypress	0.70	B	0.63	B

Source: Compiled by LSA (2023).
ICU = Intersection Capacity Utilization
LOS = level of service

LOS CONCLUSIONS

Based on the results of this analysis, the implementation of either rezoning scenario is not expected to result in any operational deficiencies to the surrounding roadway system. The evaluation of the study area intersections shows that the addition of traffic associated with either rezoning scenario is not expected to create significant LOS changes under General Plan Buildout conditions.

CITY OF CYPRESS HOUSING ELEMENT IMPLEMENTATION VEHICLE MILES TRAVELED ASSESSMENT

BACKGROUND

On December 28, 2018, the California Office of Administrative Law cleared the revised CEQA guidelines for use. Among the changes to the guidelines was the removal of vehicle delay and LOS from consideration under CEQA. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on VMT.

The City has yet to adopt the Senate Bill 743 guidelines; therefore, the VMT analysis has been based upon the methodology and significant threshold criteria identified in the "*Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange, dated September 17, 2020*" (Guidelines).

ANALYSIS METRICS

The project is an update to the City's General Plan and Zoning, which can be considered as a land use plan. The Guidelines recommend use of VMT per service population (population + employment) as the VMT metric as VMT per service population is based on total VMT, which is comprehensive and accounts for all trip purposes. According to the Guidelines, a land use plan will have a significant impact if VMT per service population of the land use plan is higher than the regional baseline VMT per service population.

Also, a region should be defined based on where majority of the project trips are contained. Typically, it is the county boundary within which a majority of those trips take place. As such, the Guidelines recommend use of Orange County as the region for VMT analysis of projects and land use plans. Therefore, if cumulative citywide VMT per service population is higher than Orange County's baseline VMT per service population, the land use plan will have a significant VMT impact.

METHODOLOGY

The Guidelines provide multiple screening criteria for land use projects. However, the rezoning scenarios involve updates to the City's planning and zoning documents; therefore, none of the screening criteria are applicable to the land use plan; therefore, a detailed VMT analysis was conducted to evaluate the VMT impacts under each rezoning scenario. The regional travel model, OCTAM, was used for VMT assessment of each rezoning scenario. OCTAM inputs for the proposed project and Alternative 2 scenarios are described in detail in the previous section, Analysis Metrics. The same cumulative model runs (proposed project and Alternative 2) were used to estimate the VMT for each rezoning scenario.

As indicated before, VMT per service population was used to evaluate the VMT impacts for each rezoning scenario. The proposed scenarios would result in a significant impact if the cumulative VMT metric is greater than the regional baseline VMT metric. Hence, the rezoning scenarios would result in a significant impact if the citywide cumulative VMT per service population with the rezoning scenario is greater than the Orange County baseline VMT per service population (threshold). As

Table G shows, the cumulative citywide VMT per service population under each rezoning scenario would be lower than the regional threshold. Therefore, neither rezoning scenario would have a significant VMT impact. Detailed VMT calculations for each rezoning scenario are included in Appendix D.

Table G: Cumulative City of Cypress and Regional VMT per Service Population Comparison

Scenario	City of Cypress VMT per Service Population (with Plan)	Orange County Threshold[1]	Difference	% Difference	Significant Impact?
2045 Proposed Project	27.4	30.3	-2.8	-9.4%	No
2045 Alternative 2	27.4	30.3	-2.9	-9.4%	No

Source: Orange County Transportation Analysis Model (2023).
[1] Orange County threshold was estimated using an LSA baseline no plan model run.
VMT = vehicle miles traveled

VMT CONCLUSIONS

Based on the recommendations from the Guidelines, the proposed project and Alternative 2 were evaluated based on VMT per service population. Neither rezoning scenario was screened out of a VMT analysis, and a detailed VMT analysis was conducted for each rezoning scenario based on OCTAM, using Orange County as the region. Based on the significance threshold criteria determined within the Guidelines, the VMT per service population under each rezoning scenario would be lower than the corresponding regional threshold; therefore, neither rezoning scenario would have a significant transportation/VMT impact.

REFERENCES

City of Cypress. 2001. General Plan Circulation Element.

County of Orange. 2020. *Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange,* dated September 17, 2020.

APPENDIX A

EXISTING TRAFFIC VOLUMES

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City of Cypress
N/S: Bloomfield Street
E/W: Lincoln Avenue
Weather: Clear

File Name : 01_CYP_Bloom_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

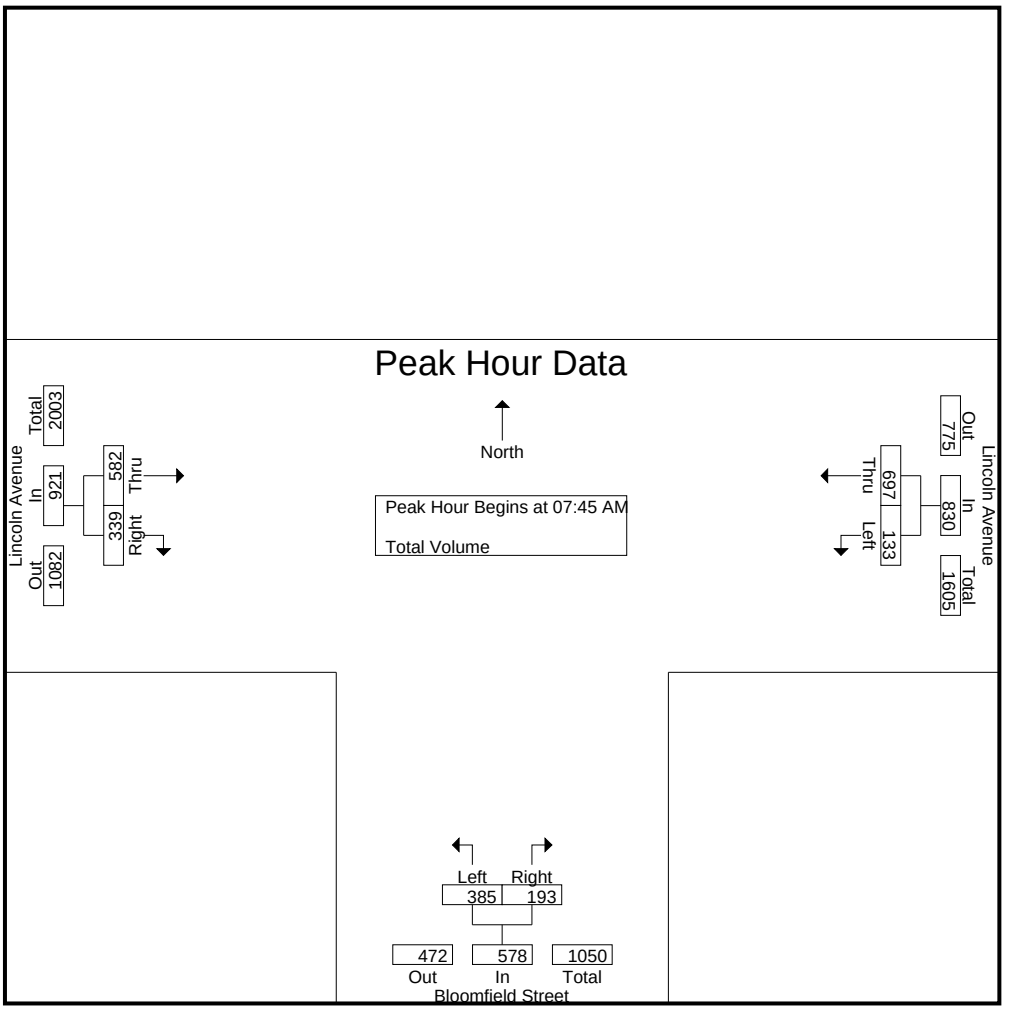
	Lincoln Avenue Westbound			Bloomfield Street Northbound			Lincoln Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
07:00 AM	15	139	154	72	32	104	68	42	110	368
07:15 AM	33	130	163	78	26	104	98	55	153	420
07:30 AM	38	169	207	88	42	130	129	87	216	553
07:45 AM	28	197	225	129	61	190	163	82	245	660
Total	114	635	749	367	161	528	458	266	724	2001
08:00 AM	39	196	235	89	44	133	155	77	232	600
08:15 AM	27	160	187	71	34	105	117	93	210	502
08:30 AM	39	144	183	96	54	150	147	87	234	567
08:45 AM	31	130	161	85	43	128	151	76	227	516
Total	136	630	766	341	175	516	570	333	903	2185
Grand Total	250	1265	1515	708	336	1044	1028	599	1627	4186
Apprch %	16.5	83.5		67.8	32.2		63.2	36.8		
Total %	6	30.2	36.2	16.9	8	24.9	24.6	14.3	38.9	

	Lincoln Avenue Westbound			Bloomfield Street Northbound			Lincoln Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	28	**197**	225	**129**	**61**	**190**	**163**	82	**245**	**660**
08:00 AM	**39**	196	**235**	89	44	133	155	77	232	600
08:15 AM	27	160	187	71	34	105	117	**93**	210	502
08:30 AM	39	144	183	96	54	150	147	87	234	567
Total Volume	133	697	830	385	193	578	582	339	921	2329
% App. Total	16	84		66.6	33.4		63.2	36.8		
PHF	.853	.885	.883	.746	.791	.761	.893	.911	.940	.882

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City of Cypress
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Weather: Clear

File Name : 01_CYP_Bloom_Linc AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM			07:45 AM			07:45 AM		
+0 mins.	38	169	207	**129**	**61**	**190**	**163**	82	**245**
+15 mins.	28	**197**	225	89	44	133	155	77	232
+30 mins.	**39**	196	**235**	71	34	105	117	**93**	210
+45 mins.	27	160	187	96	54	150	147	87	234
Total Volume	132	722	854	385	193	578	582	339	921
% App. Total	15.5	84.5		66.6	33.4		63.2	36.8	
PHF	.846	.916	.909	.746	.791	.761	.893	.911	.940

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City of Cypress
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File Name : 01_CYP_Bloom_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

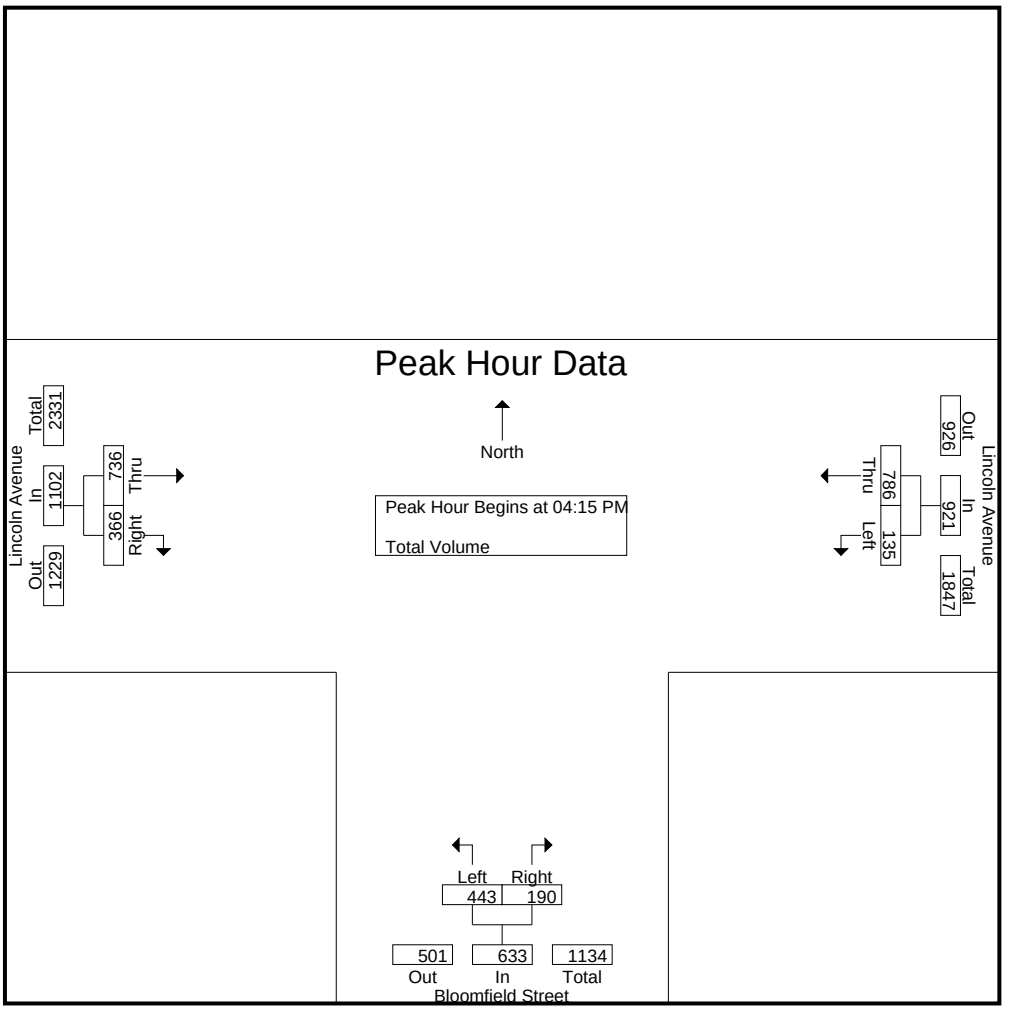
	Lincoln Avenue Westbound			Bloomfield Street Northbound			Lincoln Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
04:00 PM	28	202	230	88	52	140	189	97	286	656
04:15 PM	39	216	255	128	54	182	178	75	253	690
04:30 PM	31	183	214	107	49	156	192	100	292	662
04:45 PM	39	199	238	104	36	140	165	92	257	635
Total	137	800	937	427	191	618	724	364	1088	2643
05:00 PM	26	188	214	104	51	155	201	99	300	669
05:15 PM	34	176	210	118	40	158	204	106	310	678
05:30 PM	36	193	229	108	29	137	180	87	267	633
05:45 PM	20	153	173	113	34	147	204	86	290	610
Total	116	710	826	443	154	597	789	378	1167	2590
Grand Total	253	1510	1763	870	345	1215	1513	742	2255	5233
Apprch %	14.4	85.6		71.6	28.4		67.1	32.9		
Total %	4.8	28.9	33.7	16.6	6.6	23.2	28.9	14.2	43.1	

	Lincoln Avenue Westbound			Bloomfield Street Northbound			Lincoln Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:15 PM										
04:15 PM	**39**	**216**	**255**	**128**	**54**	**182**	178	75	253	**690**
04:30 PM	31	183	214	107	49	156	192	**100**	292	662
04:45 PM	39	199	238	104	36	140	165	92	257	635
05:00 PM	26	188	214	104	51	155	**201**	99	**300**	669
Total Volume	135	786	921	443	190	633	736	366	1102	2656
% App. Total	14.7	85.3		70	30		66.8	33.2		
PHF	.865	.910	.903	.865	.880	.870	.915	.915	.918	.962

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Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM			04:15 PM			05:00 PM		
+0 mins.	28	202	230	**128**	**54**	**182**	201	99	300
+15 mins.	**39**	**216**	**255**	107	49	156	**204**	**106**	**310**
+30 mins.	31	183	214	104	36	140	180	87	267
+45 mins.	39	199	238	104	51	155	204	86	290
Total Volume	137	800	937	443	190	633	789	378	1167
% App. Total	14.6	85.4		70	30		67.6	32.4	
PHF	.878	.926	.919	.865	.880	.870	.967	.892	.941

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City of Cypress
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Weather: Clear

File Name : 02_CYP_Denni_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

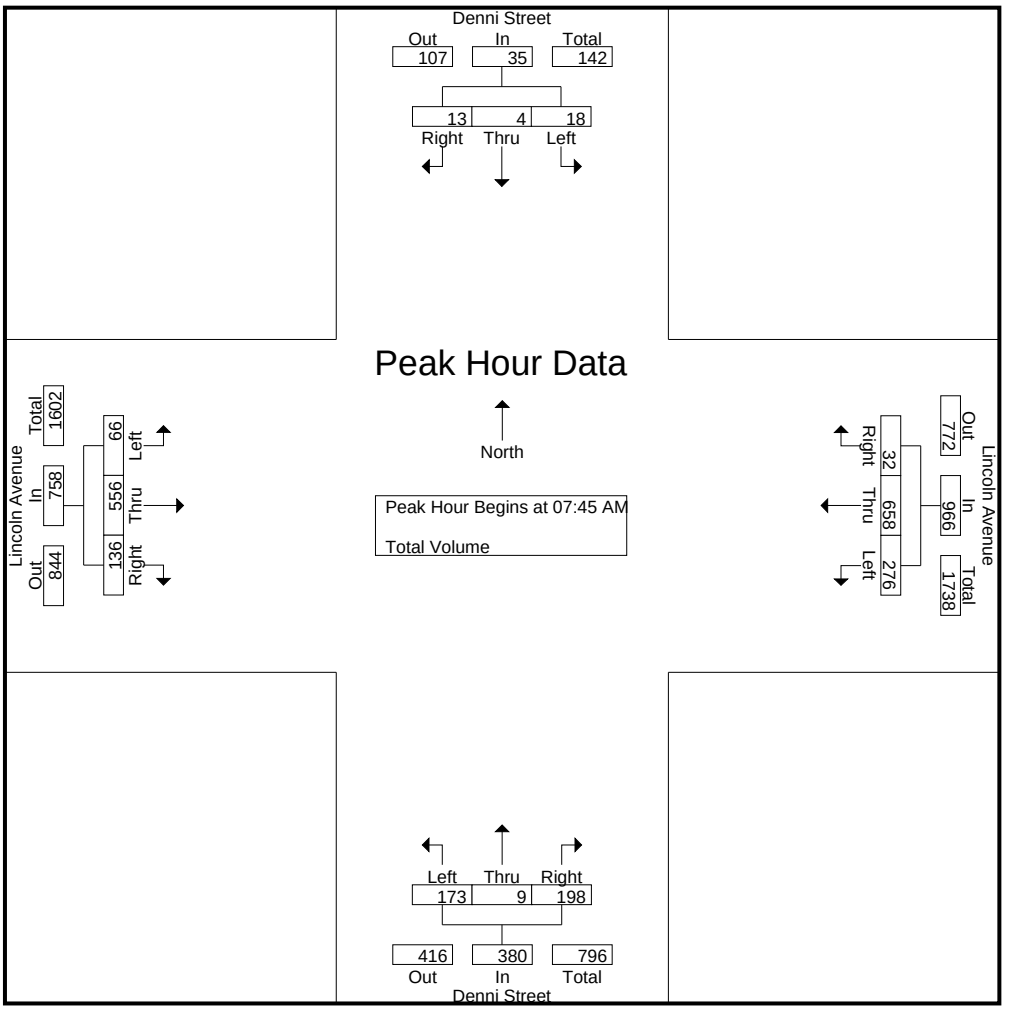
	Denni Street Southbound				Lincoln Avenue Westbound				Denni Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	0	1	4	18	122	2	142	30	0	19	49	7	78	15	100	295
07:15 AM	0	0	0	0	26	131	0	157	28	1	29	58	4	111	12	127	342
07:30 AM	0	0	0	0	36	171	1	208	31	0	31	62	2	132	22	156	426
07:45 AM	1	0	0	1	65	185	10	260	42	0	37	79	14	171	47	232	572
Total	4	0	1	5	145	609	13	767	131	1	116	248	27	492	96	615	1635
08:00 AM	5	1	4	10	89	177	9	275	64	2	76	142	18	135	50	203	630
08:15 AM	3	2	3	8	50	152	7	209	36	2	46	84	10	106	18	134	435
08:30 AM	9	1	6	16	72	144	6	222	31	5	39	75	24	144	21	189	502
08:45 AM	8	3	4	15	37	125	7	169	36	2	41	79	31	137	24	192	455
Total	25	7	17	49	248	598	29	875	167	11	202	380	83	522	113	718	2022
Grand Total	29	7	18	54	393	1207	42	1642	298	12	318	628	110	1014	209	1333	3657
Apprch %	53.7	13	33.3		23.9	73.5	2.6		47.5	1.9	50.6		8.3	76.1	15.7		
Total %	0.8	0.2	0.5	1.5	10.7	33	1.1	44.9	8.1	0.3	8.7	17.2	3	27.7	5.7	36.5	

	Denni Street Southbound				Lincoln Avenue Westbound				Denni Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	1	0	0	1	65	**185**	**10**	260	42	0	37	79	14	**171**	47	**232**	572
08:00 AM	5	1	4	10	**89**	177	9	**275**	**64**	2	**76**	**142**	18	135	**50**	203	**630**
08:15 AM	3	**2**	3	8	50	152	7	209	36	2	46	84	10	106	18	134	435
08:30 AM	**9**	1	**6**	**16**	72	144	6	222	31	**5**	39	75	**24**	144	21	189	502
Total Volume	18	4	13	35	276	658	32	966	173	9	198	380	66	556	136	758	2139
% App. Total	51.4	11.4	37.1		28.6	68.1	3.3		45.5	2.4	52.1		8.7	73.4	17.9		
PHF	.500	.500	.542	.547	.775	.889	.800	.878	.676	.450	.651	.669	.688	.813	.680	.817	.849

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File Name : 02_CYP_Denni_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	08:00 AM				07:45 AM				07:45 AM				07:45 AM			
+0 mins.	5	1	4	10	65	**185**	**10**	260	42	0	37	79	14	**171**	47	**232**
+15 mins.	3	2	3	8	**89**	177	9	**275**	**64**	2	**76**	**142**	18	135	**50**	203
+30 mins.	**9**	1	**6**	**16**	50	152	7	209	36	2	46	84	10	106	18	134
+45 mins.	8	**3**	4	15	72	144	6	222	31	**5**	39	75	**24**	144	21	189
Total Volume	25	7	17	49	276	658	32	966	173	9	198	380	66	556	136	758
% App. Total	51	14.3	34.7		28.6	68.1	3.3		45.5	2.4	52.1		8.7	73.4	17.9	
PHF	.694	.583	.708	.766	.775	.889	.800	.878	.676	.450	.651	.669	.688	.813	.680	.817

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City of Cypress
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E/W: Lincoln Avenue
Weather: Clear

File Name : 02_CYP_Denni_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

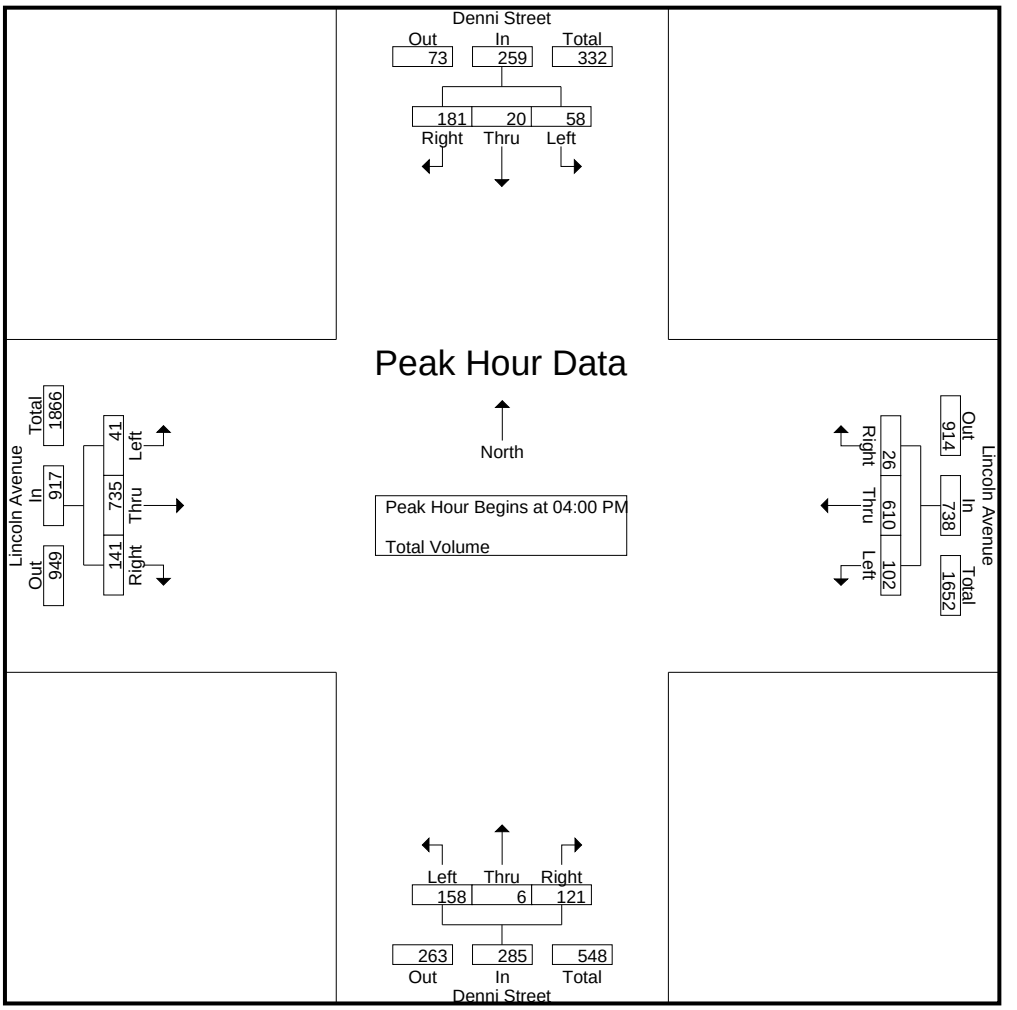
	Denni Street Southbound				Lincoln Avenue Westbound				Denni Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	18	6	52	76	23	135	8	166	40	2	37	79	15	183	30	228	549
04:15 PM	16	10	55	81	22	181	9	212	34	1	22	57	11	200	33	244	594
04:30 PM	8	3	23	34	37	147	3	187	47	3	25	75	8	180	34	222	518
04:45 PM	16	1	51	68	20	147	6	173	37	0	37	74	7	172	44	223	538
Total	58	20	181	259	102	610	26	738	158	6	121	285	41	735	141	917	2199
05:00 PM	9	3	17	29	20	179	3	202	29	3	26	58	12	188	37	237	526
05:15 PM	6	4	10	20	42	159	5	206	44	1	39	84	3	193	50	246	556
05:30 PM	4	3	9	16	34	174	1	209	33	0	24	57	4	174	42	220	502
05:45 PM	5	0	3	8	30	132	0	162	37	0	30	67	6	174	51	231	468
Total	24	10	39	73	126	644	9	779	143	4	119	266	25	729	180	934	2052
Grand Total	82	30	220	332	228	1254	35	1517	301	10	240	551	66	1464	321	1851	4251
Apprch %	24.7	9	66.3		15	82.7	2.3		54.6	1.8	43.6		3.6	79.1	17.3		
Total %	1.9	0.7	5.2	7.8	5.4	29.5	0.8	35.7	7.1	0.2	5.6	13	1.6	34.4	7.6	43.5	

	Denni Street Southbound				Lincoln Avenue Westbound				Denni Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:00 PM																	
04:00 PM	**18**	6	52	76	23	135	8	166	40	2	**37**	**79**	**15**	183	30	228	549
04:15 PM	16	**10**	**55**	**81**	22	**181**	**9**	**212**	34	1	22	57	11	**200**	33	**244**	**594**
04:30 PM	8	3	23	34	**37**	147	3	187	**47**	**3**	25	75	8	180	34	222	518
04:45 PM	16	1	51	68	20	147	6	173	37	0	37	74	7	172	**44**	223	538
Total Volume	58	20	181	259	102	610	26	738	158	6	121	285	41	735	141	917	2199
% App. Total	22.4	7.7	69.9		13.8	82.7	3.5		55.4	2.1	42.5		4.5	80.2	15.4		
PHF	.806	.500	.823	.799	.689	.843	.722	.870	.840	.500	.818	.902	.683	.919	.801	.940	.926

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City of Cypress
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E/W: Lincoln Avenue
Weather: Clear

File Name : 02_CYP_Denni_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				04:45 PM				04:30 PM				05:00 PM			
+0 mins.	**18**	6	52	76	20	147	**6**	173	**47**	**3**	25	75	**12**	188	37	237
+15 mins.	16	**10**	**55**	**81**	20	**179**	3	202	37	0	37	74	3	**193**	50	**246**
+30 mins.	8	3	23	34	**42**	159	5	206	29	3	26	58	4	174	42	220
+45 mins.	16	1	51	68	34	174	1	**209**	44	1	**39**	**84**	6	174	**51**	231
Total Volume	58	20	181	259	116	659	15	790	157	7	127	291	25	729	180	934
% App. Total	22.4	7.7	69.9		14.7	83.4	1.9		54	2.4	43.6		2.7	78.1	19.3	
PHF	.806	.500	.823	.799	.690	.920	.625	.945	.835	.583	.814	.866	.521	.944	.882	.949

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City of Cypress
N/S: Moody Street
E/W: Lincoln Avenue
Weather: Clear

File Name : 03_CYP_Moody_Linc AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

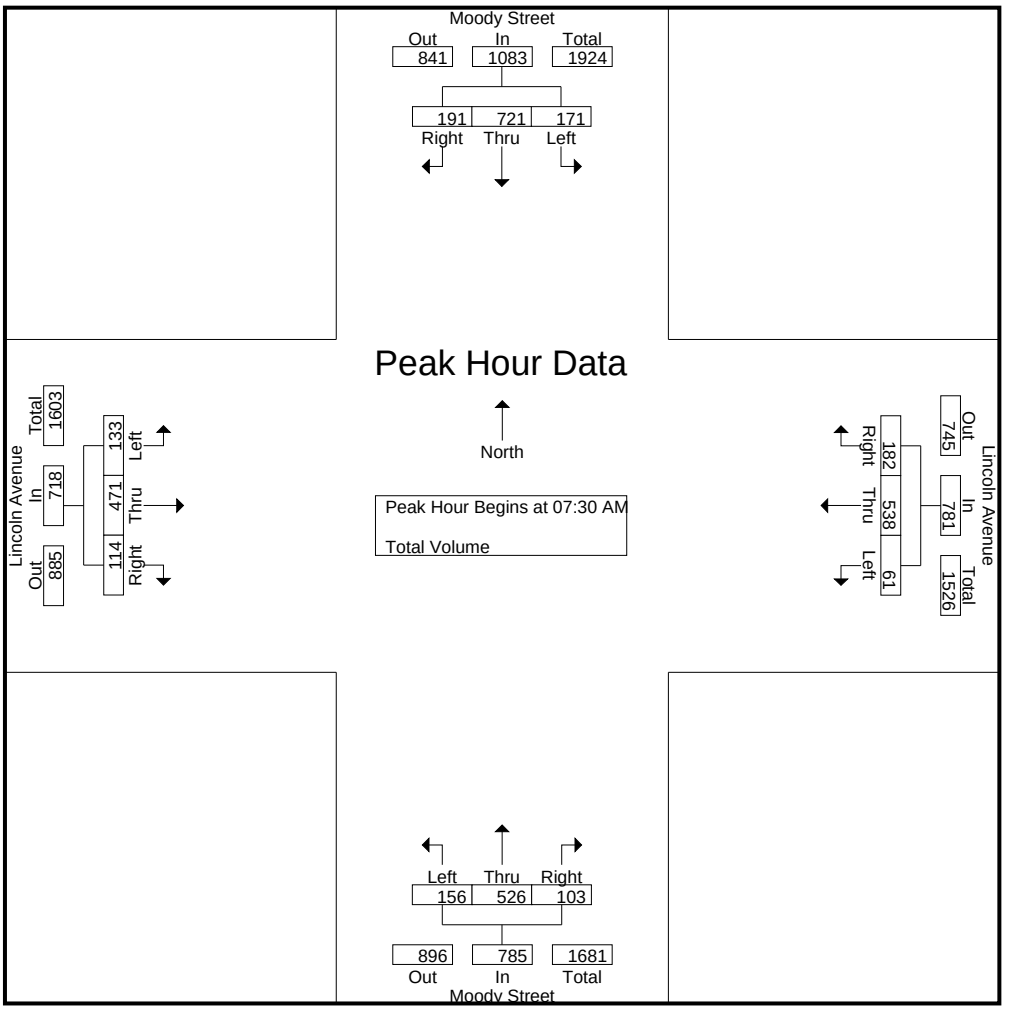
	Moody Street Southbound				Lincoln Avenue Westbound				Moody Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	14	83	30	127	15	84	18	117	22	66	11	99	28	61	11	100	443
07:15 AM	23	108	29	160	9	110	28	147	22	97	9	128	23	91	14	128	563
07:30 AM	41	158	44	243	8	118	49	175	30	139	12	181	33	93	26	152	751
07:45 AM	45	204	47	296	10	168	67	245	48	130	24	202	32	146	33	211	954
Total	123	553	150	826	42	480	162	684	122	432	56	610	116	391	84	591	2711
08:00 AM	52	197	56	305	26	133	35	194	42	125	31	198	34	137	35	206	903
08:15 AM	33	162	44	239	17	119	31	167	36	132	36	204	34	95	20	149	759
08:30 AM	33	90	49	172	8	148	29	185	32	107	26	165	33	130	20	183	705
08:45 AM	50	118	46	214	15	98	27	140	16	103	26	145	43	128	20	191	690
Total	168	567	195	930	66	498	122	686	126	467	119	712	144	490	95	729	3057
Grand Total	291	1120	345	1756	108	978	284	1370	248	899	175	1322	260	881	179	1320	5768
Apprch %	16.6	63.8	19.6		7.9	71.4	20.7		18.8	68	13.2		19.7	66.7	13.6		
Total %	5	19.4	6	30.4	1.9	17	4.9	23.8	4.3	15.6	3	22.9	4.5	15.3	3.1	22.9	

	Moody Street Southbound				Lincoln Avenue Westbound				Moody Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	41	158	44	243	8	118	49	175	30	**139**	12	181	33	93	26	152	751
07:45 AM	45	**204**	47	296	10	**168**	**67**	**245**	**48**	130	24	202	32	**146**	33	**211**	**954**
08:00 AM	**52**	197	**56**	**305**	**26**	133	35	194	42	125	31	198	**34**	137	**35**	206	903
08:15 AM	33	162	44	239	17	119	31	167	36	132	**36**	**204**	34	95	20	149	759
Total Volume	171	721	191	1083	61	538	182	781	156	526	103	785	133	471	114	718	3367
% App. Total	15.8	66.6	17.6		7.8	68.9	23.3		19.9	67	13.1		18.5	65.6	15.9		
PHF	.822	.884	.853	.888	.587	.801	.679	.797	.813	.946	.715	.962	.978	.807	.814	.851	.882

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City of Cypress
N/S: Moody Street
E/W: Lincoln Avenue
Weather: Clear

File Name : 03_CYP_Moody_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:45 AM				07:30 AM				07:45 AM			
+0 mins.	41	158	44	243	10	**168**	**67**	**245**	30	**139**	12	181	32	**146**	33	**211**
+15 mins.	45	**204**	47	296	**26**	133	35	194	**48**	130	24	202	**34**	137	**35**	206
+30 mins.	**52**	197	**56**	**305**	17	119	31	167	42	125	31	198	34	95	20	149
+45 mins.	33	162	44	239	8	148	29	185	36	132	**36**	**204**	33	130	20	183
Total Volume	171	721	191	1083	61	568	162	791	156	526	103	785	133	508	108	749
% App. Total	15.8	66.6	17.6		7.7	71.8	20.5		19.9	67	13.1		17.8	67.8	14.4	
PHF	.822	.884	.853	.888	.587	.845	.604	.807	.813	.946	.715	.962	.978	.870	.771	.887

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City of Cypress
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File Name : 03_CYP_Moody_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

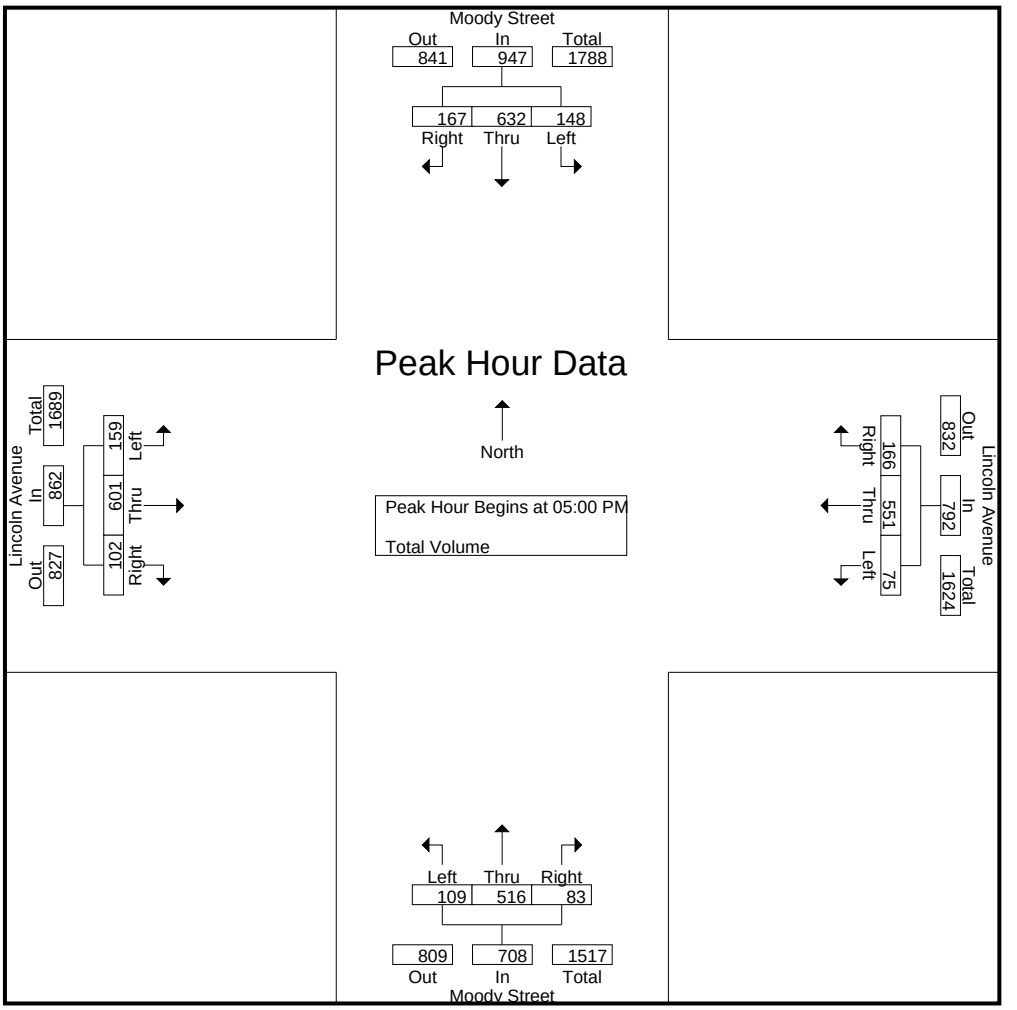
	Moody Street Southbound				Lincoln Avenue Westbound				Moody Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	32	143	37	212	14	124	38	176	22	118	23	163	45	141	20	206	757
04:15 PM	41	142	41	224	24	145	44	213	24	151	12	187	37	166	18	221	845
04:30 PM	25	157	43	225	20	133	52	205	16	132	20	168	50	162	21	233	831
04:45 PM	31	132	41	204	10	134	44	188	20	129	11	160	43	163	18	224	776
Total	129	574	162	865	68	536	178	782	82	530	66	678	175	632	77	884	3209
05:00 PM	33	160	37	230	21	133	47	201	27	141	19	187	43	141	19	203	821
05:15 PM	41	143	52	236	17	157	34	208	36	147	13	196	49	151	31	231	871
05:30 PM	46	161	40	247	18	134	52	204	30	112	26	168	34	152	26	212	831
05:45 PM	28	168	38	234	19	127	33	179	16	116	25	157	33	157	26	216	786
Total	148	632	167	947	75	551	166	792	109	516	83	708	159	601	102	862	3309
Grand Total	277	1206	329	1812	143	1087	344	1574	191	1046	149	1386	334	1233	179	1746	6518
Apprch %	15.3	66.6	18.2		9.1	69.1	21.9		13.8	75.5	10.8		19.1	70.6	10.3		
Total %	4.2	18.5	5	27.8	2.2	16.7	5.3	24.1	2.9	16	2.3	21.3	5.1	18.9	2.7	26.8	

	Moody Street Southbound				Lincoln Avenue Westbound				Moody Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	33	160	37	230	**21**	133	47	201	27	141	19	187	43	141	19	203	821
05:15 PM	41	143	**52**	236	17	**157**	34	**208**	**36**	**147**	13	**196**	**49**	151	**31**	**231**	**871**
05:30 PM	**46**	161	40	**247**	18	134	**52**	204	30	112	**26**	168	34	152	26	212	831
05:45 PM	28	**168**	38	234	19	127	33	179	16	116	25	157	33	**157**	26	216	786
Total Volume	148	632	167	947	75	551	166	792	109	516	83	708	159	601	102	862	3309
% App. Total	15.6	66.7	17.6		9.5	69.6	21		15.4	72.9	11.7		18.4	69.7	11.8		
PHF	.804	.940	.803	.959	.893	.877	.798	.952	.757	.878	.798	.903	.811	.957	.823	.933	.950

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Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				04:15 PM				04:30 PM				04:30 PM			
+0 mins.	33	160	37	230	**24**	**145**	44	**213**	16	132	**20**	168	**50**	162	21	**233**
+15 mins.	41	143	**52**	236	20	133	**52**	205	20	129	11	160	43	**163**	18	224
+30 mins.	**46**	161	40	**247**	10	134	44	188	27	141	19	187	43	141	19	203
+45 mins.	28	**168**	38	234	21	133	47	201	**36**	**147**	13	**196**	49	151	**31**	231
Total Volume	148	632	167	947	75	545	187	807	99	549	63	711	185	617	89	891
% App. Total	15.6	66.7	17.6		9.3	67.5	23.2		13.9	77.2	8.9		20.8	69.2	10	
PHF	.804	.940	.803	.959	.781	.940	.899	.947	.688	.934	.788	.907	.925	.946	.718	.956

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City of Cypress
N/S: Walker Street
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Weather: Clear

File Name : 04_CYP_Walker_Linc AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

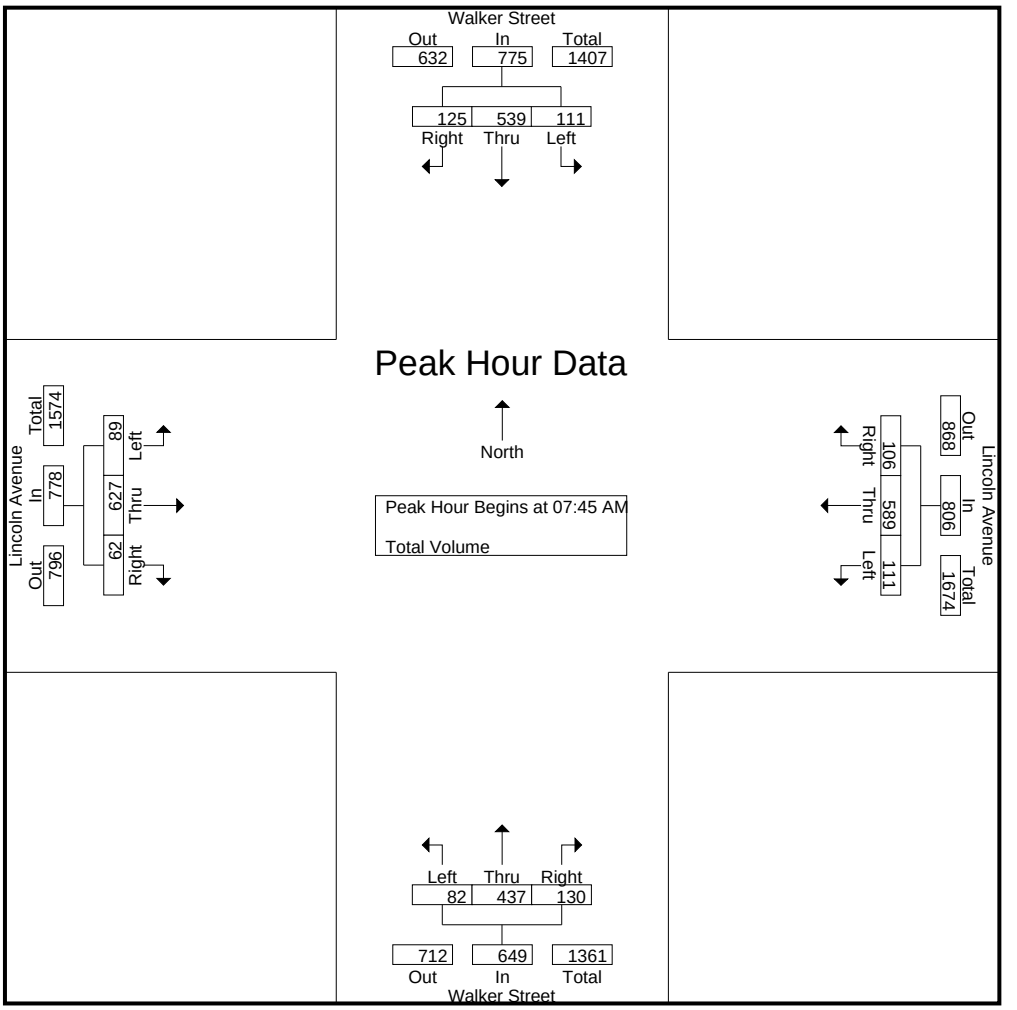
	Walker Street Southbound				Lincoln Avenue Westbound				Walker Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	22	97	13	132	16	70	23	109	13	60	10	83	25	69	6	100	424
07:15 AM	22	102	18	142	11	120	13	144	14	95	15	124	9	103	9	121	531
07:30 AM	12	136	35	183	25	129	12	166	16	55	12	83	19	102	7	128	560
07:45 AM	27	158	29	214	31	186	32	249	26	90	25	141	14	152	20	186	790
Total	83	493	95	671	83	505	80	668	69	300	62	431	67	426	42	535	2305
08:00 AM	31	161	30	222	29	165	21	215	21	111	33	165	29	167	16	212	814
08:15 AM	19	128	42	189	22	134	27	183	21	127	28	176	24	156	17	197	745
08:30 AM	34	92	24	150	29	104	26	159	14	109	44	167	22	152	9	183	659
08:45 AM	33	120	10	163	31	115	41	187	12	93	30	135	18	152	18	188	673
Total	117	501	106	724	111	518	115	744	68	440	135	643	93	627	60	780	2891
Grand Total	200	994	201	1395	194	1023	195	1412	137	740	197	1074	160	1053	102	1315	5196
Apprch %	14.3	71.3	14.4		13.7	72.5	13.8		12.8	68.9	18.3		12.2	80.1	7.8		
Total %	3.8	19.1	3.9	26.8	3.7	19.7	3.8	27.2	2.6	14.2	3.8	20.7	3.1	20.3	2	25.3	

	Walker Street Southbound				Lincoln Avenue Westbound				Walker Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	27	158	29	214	**31**	**186**	**32**	**249**	**26**	90	25	141	14	152	**20**	186	790
08:00 AM	31	**161**	30	**222**	29	165	21	215	21	111	33	165	**29**	**167**	16	**212**	**814**
08:15 AM	19	128	**42**	189	22	134	27	183	21	**127**	28	**176**	24	156	17	197	745
08:30 AM	**34**	92	24	150	29	104	26	159	14	109	**44**	167	22	152	9	183	659
Total Volume	111	539	125	775	111	589	106	806	82	437	130	649	89	627	62	778	3008
% App. Total	14.3	69.5	16.1		13.8	73.1	13.2		12.6	67.3	20		11.4	80.6	8		
PHF	.816	.837	.744	.873	.895	.792	.828	.809	.788	.860	.739	.922	.767	.939	.775	.917	.924

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City of Cypress
N/S: Walker Street
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File Name : 04_CYP_Walker_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:45 AM				08:00 AM			
+0 mins.	12	136	35	183	25	129	12	166	**26**	90	25	141	**29**	**167**	16	**212**
+15 mins.	27	158	29	214	**31**	**186**	**32**	**249**	21	111	33	165	24	156	17	197
+30 mins.	**31**	**161**	30	**222**	29	165	21	215	21	**127**	28	**176**	22	152	9	183
+45 mins.	19	128	**42**	189	22	134	27	183	14	109	**44**	167	18	152	**18**	188
Total Volume	89	583	136	808	107	614	92	813	82	437	130	649	93	627	60	780
% App. Total	11	72.2	16.8		13.2	75.5	11.3		12.6	67.3	20		11.9	80.4	7.7	
PHF	.718	.905	.810	.910	.863	.825	.719	.816	.788	.860	.739	.922	.802	.939	.833	.920

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File Name : 04_CYP_Walker_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

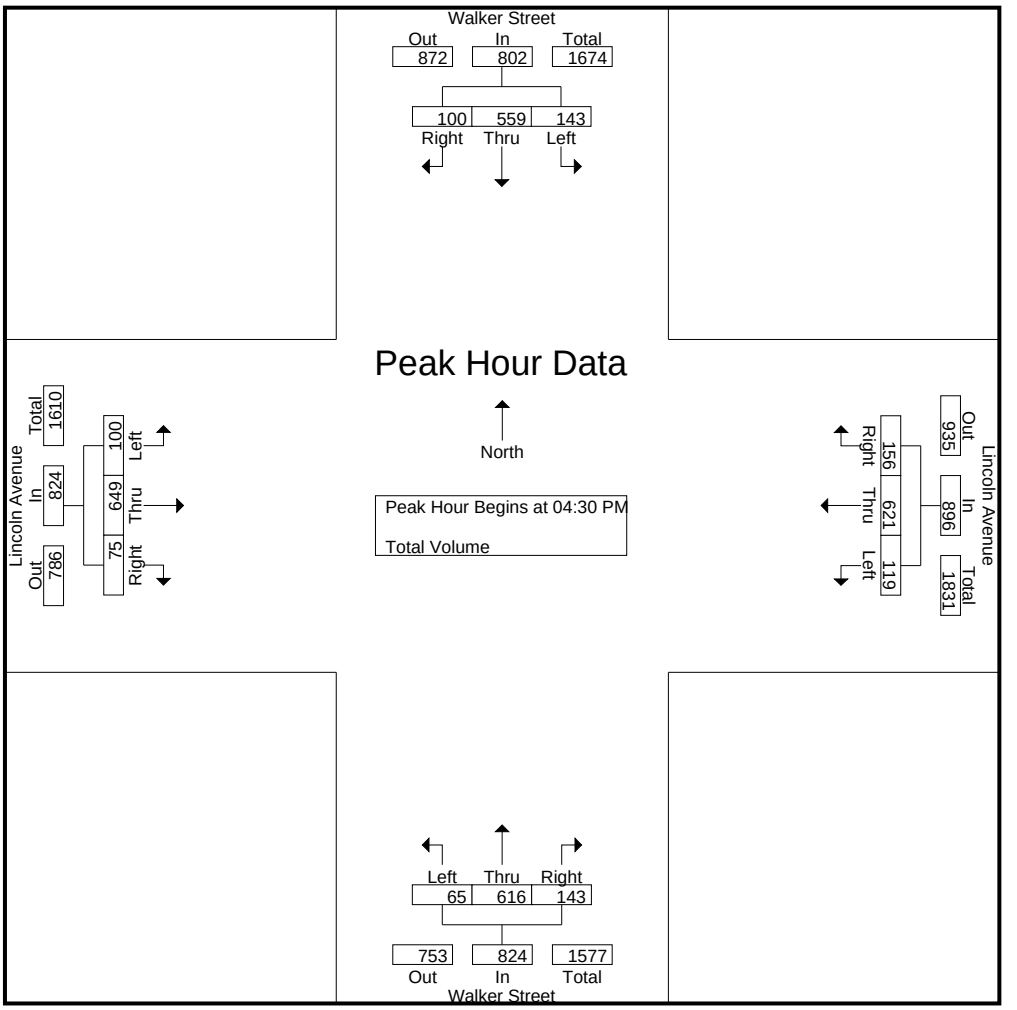
	Walker Street Southbound				Lincoln Avenue Westbound				Walker Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	27	125	21	173	25	150	36	211	14	144	41	199	47	173	21	241	824
04:15 PM	29	109	21	159	31	159	39	229	33	127	35	195	24	157	18	199	782
04:30 PM	38	145	18	201	28	154	40	222	9	155	29	193	33	171	18	222	838
04:45 PM	42	137	35	214	32	133	40	205	22	151	43	216	20	141	20	181	816
Total	136	516	95	747	116	596	155	867	78	577	148	803	124	642	77	843	3260
05:00 PM	25	105	15	145	29	168	39	236	8	143	36	187	31	166	21	218	786
05:15 PM	38	172	32	242	30	166	37	233	26	167	35	228	16	171	16	203	906
05:30 PM	31	139	30	200	30	140	33	203	20	138	24	182	28	163	24	215	800
05:45 PM	43	133	19	195	28	144	45	217	17	127	27	171	31	148	22	201	784
Total	137	549	96	782	117	618	154	889	71	575	122	768	106	648	83	837	3276
Grand Total	273	1065	191	1529	233	1214	309	1756	149	1152	270	1571	230	1290	160	1680	6536
Apprch %	17.9	69.7	12.5		13.3	69.1	17.6		9.5	73.3	17.2		13.7	76.8	9.5		
Total %	4.2	16.3	2.9	23.4	3.6	18.6	4.7	26.9	2.3	17.6	4.1	24	3.5	19.7	2.4	25.7	

	Walker Street Southbound				Lincoln Avenue Westbound				Walker Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	38	145	18	201	28	154	**40**	222	9	155	29	193	**33**	**171**	18	**222**	838
04:45 PM	**42**	137	**35**	214	**32**	133	40	205	22	151	**43**	216	20	141	20	181	816
05:00 PM	25	105	15	145	29	**168**	39	**236**	8	143	36	187	31	166	**21**	218	786
05:15 PM	38	**172**	32	**242**	30	166	37	233	**26**	**167**	35	**228**	16	171	16	203	**906**
Total Volume	143	559	100	802	119	621	156	896	65	616	143	824	100	649	75	824	3346
% App. Total	17.8	69.7	12.5		13.3	69.3	17.4		7.9	74.8	17.4		12.1	78.8	9.1		
PHF	.851	.813	.714	.829	.930	.924	.975	.949	.625	.922	.831	.904	.758	.949	.893	.928	.923

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File Name : 04_CYP_Walker_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:30 PM				04:30 PM				04:30 PM				04:00 PM			
+0 mins.	38	145	18	201	28	154	**40**	222	9	155	29	193	**47**	**173**	**21**	**241**
+15 mins.	**42**	137	**35**	214	**32**	133	40	205	22	151	**43**	216	24	157	18	199
+30 mins.	25	105	15	145	29	**168**	39	**236**	8	143	36	187	33	171	18	222
+45 mins.	38	**172**	32	**242**	30	166	37	233	**26**	**167**	35	**228**	20	141	20	181
Total Volume	143	559	100	802	119	621	156	896	65	616	143	824	124	642	77	843
% App. Total	17.8	69.7	12.5		13.3	69.3	17.4		7.9	74.8	17.4		14.7	76.2	9.1	
PHF	.851	.813	.714	.829	.930	.924	.975	.949	.625	.922	.831	.904	.660	.928	.917	.874

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City of Cypress
N/S: Valley View Street
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Weather: Clear

File Name : 05_CYP_Valley_Linc AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

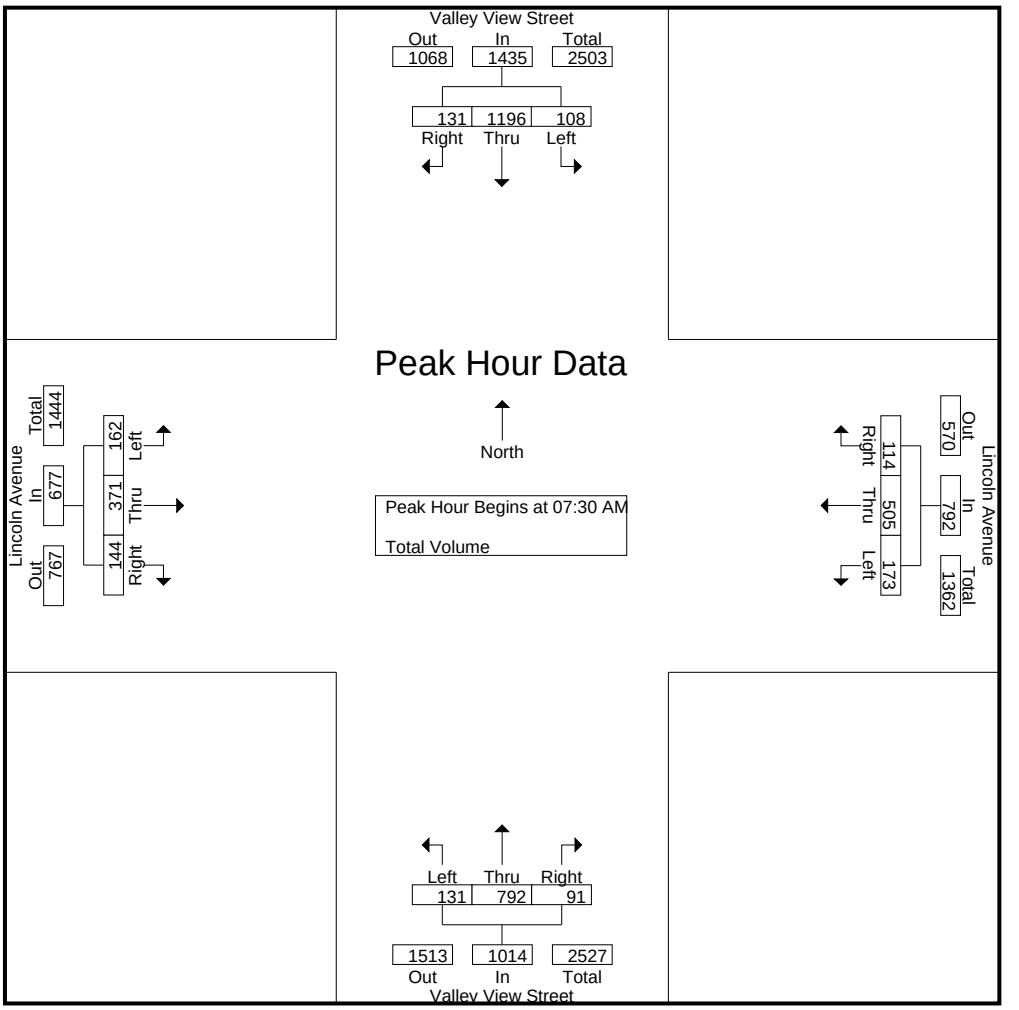
	Valley View Street Southbound				Lincoln Avenue Westbound				Valley View Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	16	247	25	288	26	69	29	124	14	153	16	183	22	44	16	82	677
07:15 AM	24	280	15	319	41	103	28	172	24	202	17	243	34	68	22	124	858
07:30 AM	21	316	30	367	36	100	33	169	29	206	20	255	26	56	35	117	908
07:45 AM	36	320	39	395	54	165	30	249	31	190	19	240	44	102	31	177	1061
Total	97	1163	109	1369	157	437	120	714	98	751	72	921	126	270	104	500	3504
08:00 AM	22	286	38	346	41	127	27	195	38	200	26	264	31	99	49	179	984
08:15 AM	29	274	24	327	42	113	24	179	33	196	26	255	61	114	29	204	965
08:30 AM	15	273	23	311	35	99	24	158	34	203	27	264	53	89	29	171	904
08:45 AM	43	256	30	329	48	119	26	193	43	176	31	250	36	106	51	193	965
Total	109	1089	115	1313	166	458	101	725	148	775	110	1033	181	408	158	747	3818
Grand Total	206	2252	224	2682	323	895	221	1439	246	1526	182	1954	307	678	262	1247	7322
Apprch %	7.7	84	8.4		22.4	62.2	15.4		12.6	78.1	9.3		24.6	54.4	21		
Total %	2.8	30.8	3.1	36.6	4.4	12.2	3	19.7	3.4	20.8	2.5	26.7	4.2	9.3	3.6	17	

	Valley View Street Southbound				Lincoln Avenue Westbound				Valley View Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	21	316	30	367	36	100	**33**	169	29	**206**	20	255	26	56	35	117	908
07:45 AM	**36**	**320**	**39**	**395**	**54**	**165**	30	**249**	31	190	19	240	44	102	31	177	**1061**
08:00 AM	22	286	38	346	41	127	27	195	**38**	200	**26**	**264**	31	99	**49**	179	984
08:15 AM	29	274	24	327	42	113	24	179	33	196	26	255	**61**	**114**	29	**204**	965
Total Volume	108	1196	131	1435	173	505	114	792	131	792	91	1014	162	371	144	677	3918
% App. Total	7.5	83.3	9.1		21.8	63.8	14.4		12.9	78.1	9		23.9	54.8	21.3		
PHF	.750	.934	.840	.908	.801	.765	.864	.795	.862	.961	.875	.960	.664	.814	.735	.830	.923

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Weather: Clear

File Name : 05_CYP_Valley_Linc AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				08:00 AM				08:00 AM			
+0 mins.	21	316	30	367	36	100	**33**	169	38	200	26	**264**	31	99	49	179
+15 mins.	**36**	**320**	**39**	**395**	**54**	**165**	30	**249**	33	196	26	255	**61**	**114**	29	**204**
+30 mins.	22	286	38	346	41	127	27	195	34	**203**	27	264	53	89	29	171
+45 mins.	29	274	24	327	42	113	24	179	**43**	176	**31**	250	36	106	**51**	193
Total Volume	108	1196	131	1435	173	505	114	792	148	775	110	1033	181	408	158	747
% App. Total	7.5	83.3	9.1		21.8	63.8	14.4		14.3	75	10.6		24.2	54.6	21.2	
PHF	.750	.934	.840	.908	.801	.765	.864	.795	.860	.954	.887	.978	.742	.895	.775	.915

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PO Box 1178
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City of Cypress
N/S: Valley View Street
E/W: Lincoln Avenue
Weather: Clear

File Name : 05_CYP_Valley_Linc PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

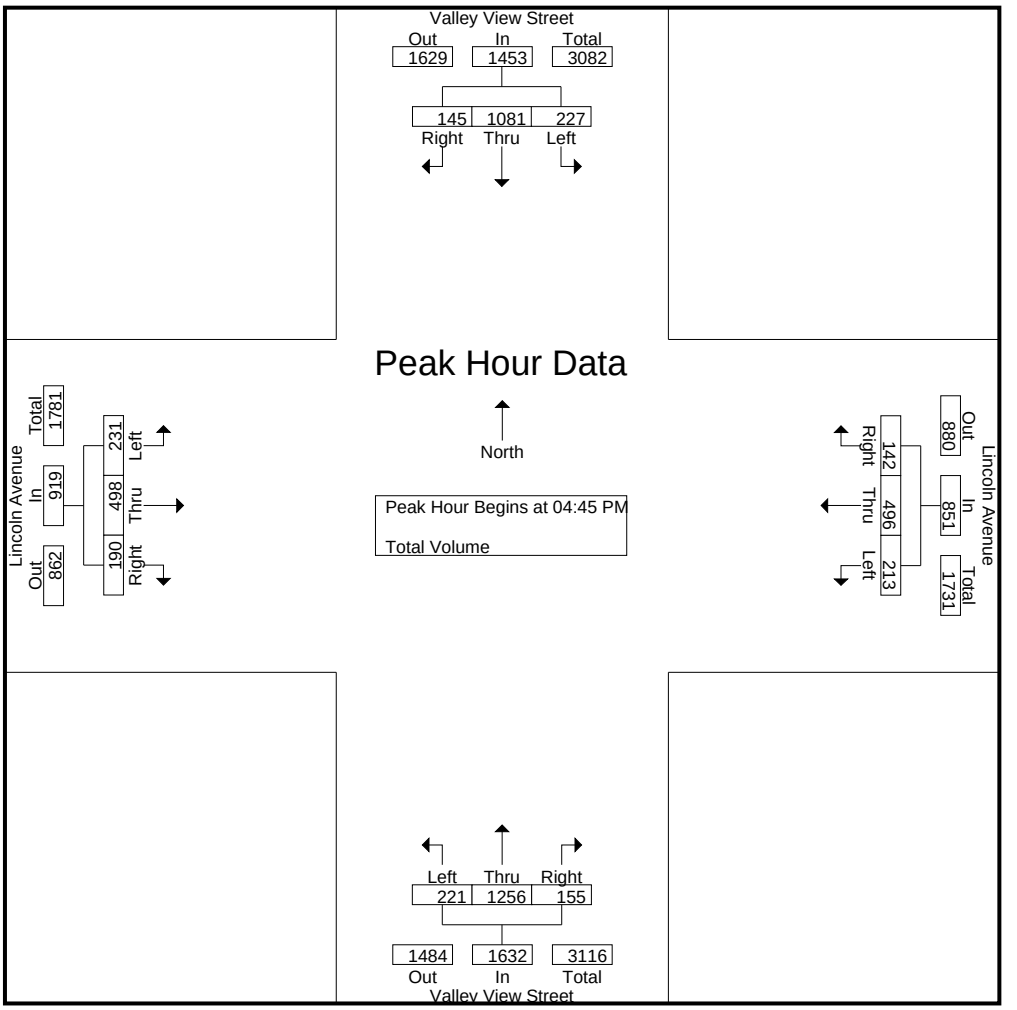
	Valley View Street Southbound				Lincoln Avenue Westbound				Valley View Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	40	230	33	303	60	111	25	196	50	293	43	386	62	123	24	209	1094
04:15 PM	46	276	34	356	47	125	35	207	56	240	29	325	58	119	45	222	1110
04:30 PM	56	267	36	359	48	128	34	210	60	300	32	392	53	122	48	223	1184
04:45 PM	67	295	37	399	60	124	29	213	62	274	40	376	60	136	65	261	1249
Total	209	1068	140	1417	215	488	123	826	228	1107	144	1479	233	500	182	915	4637
05:00 PM	53	250	40	343	54	116	43	213	60	358	42	460	55	94	40	189	1205
05:15 PM	56	280	31	367	45	138	31	214	44	294	42	380	61	144	48	253	1214
05:30 PM	51	256	37	344	54	118	39	211	55	330	31	416	55	124	37	216	1187
05:45 PM	74	246	36	356	63	110	32	205	52	281	28	361	62	125	36	223	1145
Total	234	1032	144	1410	216	482	145	843	211	1263	143	1617	233	487	161	881	4751
Grand Total	443	2100	284	2827	431	970	268	1669	439	2370	287	3096	466	987	343	1796	9388
Apprch %	15.7	74.3	10		25.8	58.1	16.1		14.2	76.6	9.3		25.9	55	19.1		
Total %	4.7	22.4	3	30.1	4.6	10.3	2.9	17.8	4.7	25.2	3.1	33	5	10.5	3.7	19.1	

	Valley View Street Southbound				Lincoln Avenue Westbound				Valley View Street Northbound				Lincoln Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**67**	**295**	37	**399**	**60**	124	29	213	**62**	274	40	376	60	136	**65**	**261**	**1249**
05:00 PM	53	250	**40**	343	54	116	**43**	213	60	**358**	**42**	**460**	55	94	40	189	1205
05:15 PM	56	280	31	367	45	**138**	31	**214**	44	294	42	380	**61**	**144**	48	253	1214
05:30 PM	51	256	37	344	54	118	39	211	55	330	31	416	55	124	37	216	1187
Total Volume	227	1081	145	1453	213	496	142	851	221	1256	155	1632	231	498	190	919	4855
% App. Total	15.6	74.4	10		25	58.3	16.7		13.5	77	9.5		25.1	54.2	20.7		
PHF	.847	.916	.906	.910	.888	.899	.826	.994	.891	.877	.923	.887	.947	.865	.731	.880	.972

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City of Cypress
N/S: Valley View Street
E/W: Lincoln Avenue
Weather: Clear

File Name : 05_CYP_Valley_Linc PM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:30 PM				04:45 PM				04:45 PM				04:30 PM			
+0 mins.	56	267	36	359	**60**	124	29	213	**62**	274	40	376	53	122	48	223
+15 mins.	**67**	**295**	37	**399**	54	116	**43**	213	60	**358**	**42**	**460**	60	136	**65**	**261**
+30 mins.	53	250	**40**	343	45	**138**	31	**214**	44	294	42	380	55	94	40	189
+45 mins.	56	280	31	367	54	118	39	211	55	330	31	416	**61**	**144**	48	253
Total Volume	232	1092	144	1468	213	496	142	851	221	1256	155	1632	229	496	201	926
% App. Total	15.8	74.4	9.8		25	58.3	16.7		13.5	77	9.5		24.7	53.6	21.7	
PHF	.866	.925	.900	.920	.888	.899	.826	.994	.891	.877	.923	.887	.939	.861	.773	.887

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City of Cypress
N/S: Moody Street
E/W: Orange Avenue
Weather: Clear

File Name : 06_CYP_Moody_Orange AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

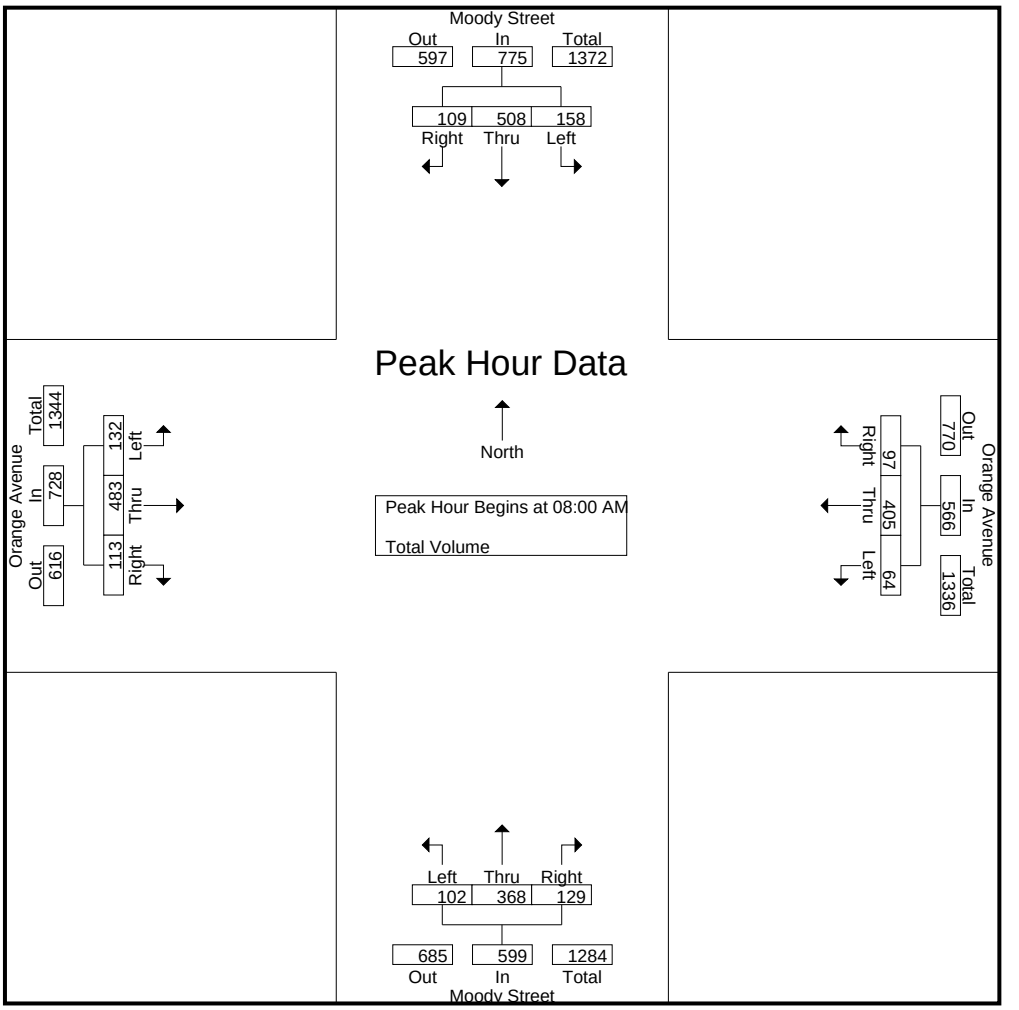
	Moody Street Southbound				Orange Avenue Westbound				Moody Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	18	108	12	138	8	41	11	60	3	46	4	53	12	43	4	59	310
07:15 AM	19	110	16	145	7	51	22	80	7	73	16	96	13	69	5	87	408
07:30 AM	27	130	8	165	7	40	25	72	9	82	14	105	16	49	10	75	417
07:45 AM	38	152	30	220	13	66	22	101	11	101	27	139	21	61	14	96	556
Total	102	500	66	668	35	198	80	313	30	302	61	393	62	222	33	317	1691
08:00 AM	60	155	37	252	14	89	21	124	28	87	52	167	27	75	26	128	671
08:15 AM	49	137	24	210	26	115	35	176	26	105	57	188	37	110	36	183	757
08:30 AM	18	91	32	141	13	145	23	181	42	80	7	129	40	142	27	209	660
08:45 AM	31	125	16	172	11	56	18	85	6	96	13	115	28	156	24	208	580
Total	158	508	109	775	64	405	97	566	102	368	129	599	132	483	113	728	2668
Grand Total	260	1008	175	1443	99	603	177	879	132	670	190	992	194	705	146	1045	4359
Apprch %	18	69.9	12.1		11.3	68.6	20.1		13.3	67.5	19.2		18.6	67.5	14		
Total %	6	23.1	4	33.1	2.3	13.8	4.1	20.2	3	15.4	4.4	22.8	4.5	16.2	3.3	24	

	Moody Street Southbound				Orange Avenue Westbound				Moody Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	**60**	**155**	**37**	**252**	14	89	21	124	28	87	52	167	27	75	26	128	671
08:15 AM	49	137	24	210	**26**	115	**35**	176	26	**105**	**57**	**188**	37	110	**36**	183	**757**
08:30 AM	18	91	32	141	13	**145**	23	**181**	**42**	80	7	129	**40**	142	27	**209**	660
08:45 AM	31	125	16	172	11	56	18	85	6	96	13	115	28	**156**	24	208	580
Total Volume	158	508	109	775	64	405	97	566	102	368	129	599	132	483	113	728	2668
% App. Total	20.4	65.5	14.1		11.3	71.6	17.1		17	61.4	21.5		18.1	66.3	15.5		
PHF	.658	.819	.736	.769	.615	.698	.693	.782	.607	.876	.566	.797	.825	.774	.785	.871	.881

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City of Cypress
N/S: Moody Street
E/W: Orange Avenue
Weather: Clear

File Name : 06_CYP_Moody_Orange AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:45 AM				07:45 AM				08:00 AM			
+0 mins.	27	130	8	165	13	66	22	101	11	101	27	139	27	75	26	128
+15 mins.	38	152	30	220	14	89	21	124	28	87	52	167	37	110	**36**	183
+30 mins.	**60**	**155**	**37**	**252**	**26**	115	**35**	176	26	**105**	**57**	**188**	**40**	142	27	**209**
+45 mins.	49	137	24	210	13	**145**	23	**181**	**42**	80	7	129	28	**156**	24	208
Total Volume	174	574	99	847	66	415	101	582	107	373	143	623	132	483	113	728
% App. Total	20.5	67.8	11.7		11.3	71.3	17.4		17.2	59.9	23		18.1	66.3	15.5	
PHF	.725	.926	.669	.840	.635	.716	.721	.804	.637	.888	.627	.828	.825	.774	.785	.871

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City of Cypress
N/S: Moody Street
E/W: Orange Avenue
Weather: Clear

File Name : 06_CYP_Moody_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

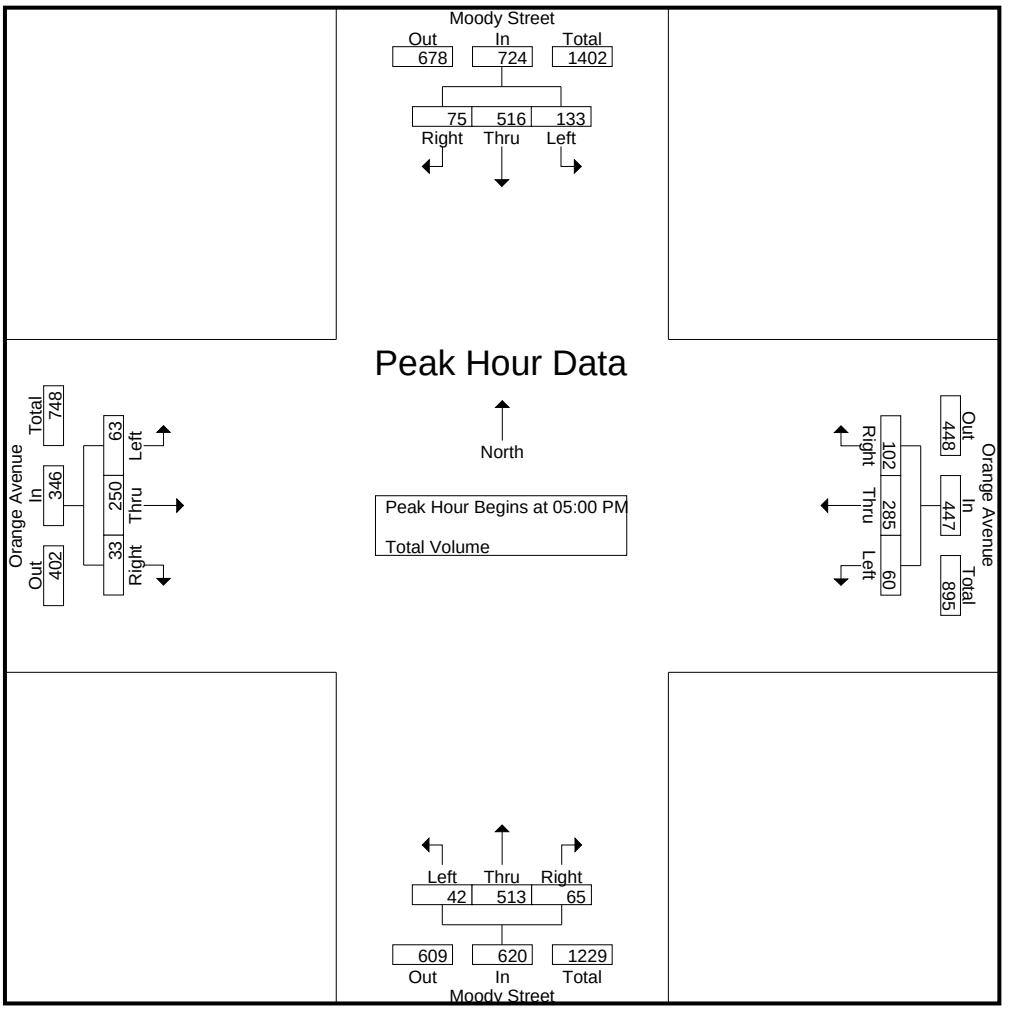
	Moody Street Southbound				Orange Avenue Westbound				Moody Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	23	133	26	182	13	67	21	101	19	128	21	168	25	100	18	143	594
04:15 PM	23	110	9	142	13	40	23	76	7	135	17	159	16	66	11	93	470
04:30 PM	32	127	25	184	9	68	20	97	9	114	17	140	13	62	6	81	502
04:45 PM	34	104	21	159	13	62	21	96	7	126	18	151	13	57	4	74	480
Total	112	474	81	667	48	237	85	370	42	503	73	618	67	285	39	391	2046
05:00 PM	32	110	18	160	18	88	26	132	14	121	13	148	16	72	9	97	537
05:15 PM	31	143	20	194	17	69	34	120	12	144	16	172	18	55	8	81	567
05:30 PM	30	125	11	166	12	64	19	95	8	125	14	147	13	72	10	95	503
05:45 PM	40	138	26	204	13	64	23	100	8	123	22	153	16	51	6	73	530
Total	133	516	75	724	60	285	102	447	42	513	65	620	63	250	33	346	2137
Grand Total	245	990	156	1391	108	522	187	817	84	1016	138	1238	130	535	72	737	4183
Apprch %	17.6	71.2	11.2		13.2	63.9	22.9		6.8	82.1	11.1		17.6	72.6	9.8		
Total %	5.9	23.7	3.7	33.3	2.6	12.5	4.5	19.5	2	24.3	3.3	29.6	3.1	12.8	1.7	17.6	

	Moody Street Southbound				Orange Avenue Westbound				Moody Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	32	110	18	160	**18**	**88**	26	**132**	**14**	121	13	148	16	**72**	9	**97**	537
05:15 PM	31	**143**	20	194	17	69	**34**	120	12	**144**	16	**172**	**18**	55	8	81	**567**
05:30 PM	30	125	11	166	12	64	19	95	8	125	14	147	13	72	**10**	95	503
05:45 PM	**40**	138	**26**	**204**	13	64	23	100	8	123	**22**	153	16	51	6	73	530
Total Volume	133	516	75	724	60	285	102	447	42	513	65	620	63	250	33	346	2137
% App. Total	18.4	71.3	10.4		13.4	63.8	22.8		6.8	82.7	10.5		18.2	72.3	9.5		
PHF	.831	.902	.721	.887	.833	.810	.750	.847	.750	.891	.739	.901	.875	.868	.825	.892	.942

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City of Cypress
N/S: Moody Street
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File Name : 06_CYP_Moody_Orange PM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				05:00 PM				05:00 PM				04:00 PM			
+0 mins.	32	110	18	160	**18**	**88**	26	**132**	**14**	121	13	148	**25**	**100**	**18**	**143**
+15 mins.	31	**143**	20	194	17	69	**34**	120	12	**144**	16	**172**	16	66	11	93
+30 mins.	30	125	11	166	12	64	19	95	8	125	14	147	13	62	6	81
+45 mins.	**40**	138	**26**	**204**	13	64	23	100	8	123	**22**	153	13	57	4	74
Total Volume	133	516	75	724	60	285	102	447	42	513	65	620	67	285	39	391
% App. Total	18.4	71.3	10.4		13.4	63.8	22.8		6.8	82.7	10.5		17.1	72.9	10	
PHF	.831	.902	.721	.887	.833	.810	.750	.847	.750	.891	.739	.901	.670	.713	.542	.684

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City of Cypress
N/S: Walker Street
E/W: Orange Avenue
Weather: Clear

File Name : 07_CYP_Walker_Orange AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

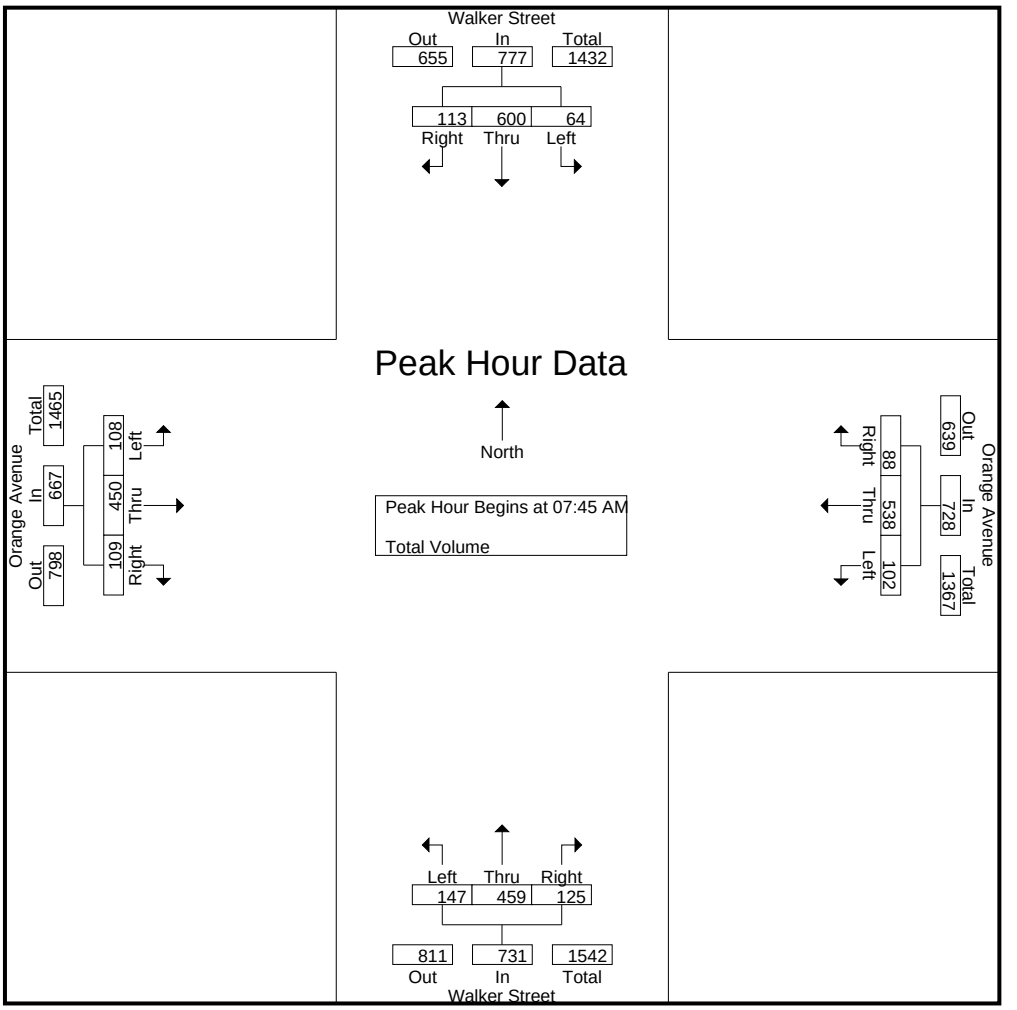
	Walker Street Southbound				Orange Avenue Westbound				Walker Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	8	111	6	125	11	45	12	68	7	59	7	73	4	59	11	74	340
07:15 AM	12	127	6	145	12	73	16	101	5	78	20	103	12	102	11	125	474
07:30 AM	17	126	8	151	28	72	15	115	15	68	22	105	4	69	16	89	460
07:45 AM	19	197	24	240	31	107	22	160	33	99	31	163	13	69	25	107	670
Total	56	561	44	661	82	297	65	444	60	304	80	444	33	299	63	395	1944
08:00 AM	14	174	37	225	28	129	20	177	43	152	43	238	19	98	21	138	778
08:15 AM	17	123	36	176	25	201	25	251	49	104	30	183	44	133	37	214	824
08:30 AM	14	106	16	136	18	101	21	140	22	104	21	147	32	150	26	208	631
08:45 AM	23	142	14	179	28	70	23	121	9	81	27	117	26	172	24	222	639
Total	68	545	103	716	99	501	89	689	123	441	121	685	121	553	108	782	2872
Grand Total	124	1106	147	1377	181	798	154	1133	183	745	201	1129	154	852	171	1177	4816
Apprch %	9	80.3	10.7		16	70.4	13.6		16.2	66	17.8		13.1	72.4	14.5		
Total %	2.6	23	3.1	28.6	3.8	16.6	3.2	23.5	3.8	15.5	4.2	23.4	3.2	17.7	3.6	24.4	

	Walker Street Southbound				Orange Avenue Westbound				Walker Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	**19**	**197**	24	**240**	**31**	107	22	160	33	99	31	163	13	69	25	107	670
08:00 AM	14	174	**37**	225	28	129	20	177	43	**152**	**43**	**238**	19	98	21	138	778
08:15 AM	17	123	36	176	25	**201**	**25**	**251**	**49**	104	30	183	**44**	133	**37**	**214**	**824**
08:30 AM	14	106	16	136	18	101	21	140	22	104	21	147	32	**150**	26	208	631
Total Volume	64	600	113	777	102	538	88	728	147	459	125	731	108	450	109	667	2903
% App. Total	8.2	77.2	14.5		14	73.9	12.1		20.1	62.8	17.1		16.2	67.5	16.3		
PHF	.842	.761	.764	.809	.823	.669	.880	.725	.750	.755	.727	.768	.614	.750	.736	.779	.881

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City of Cypress
N/S: Walker Street
E/W: Orange Avenue
Weather: Clear

File Name : 07_CYP_Walker_Orange AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



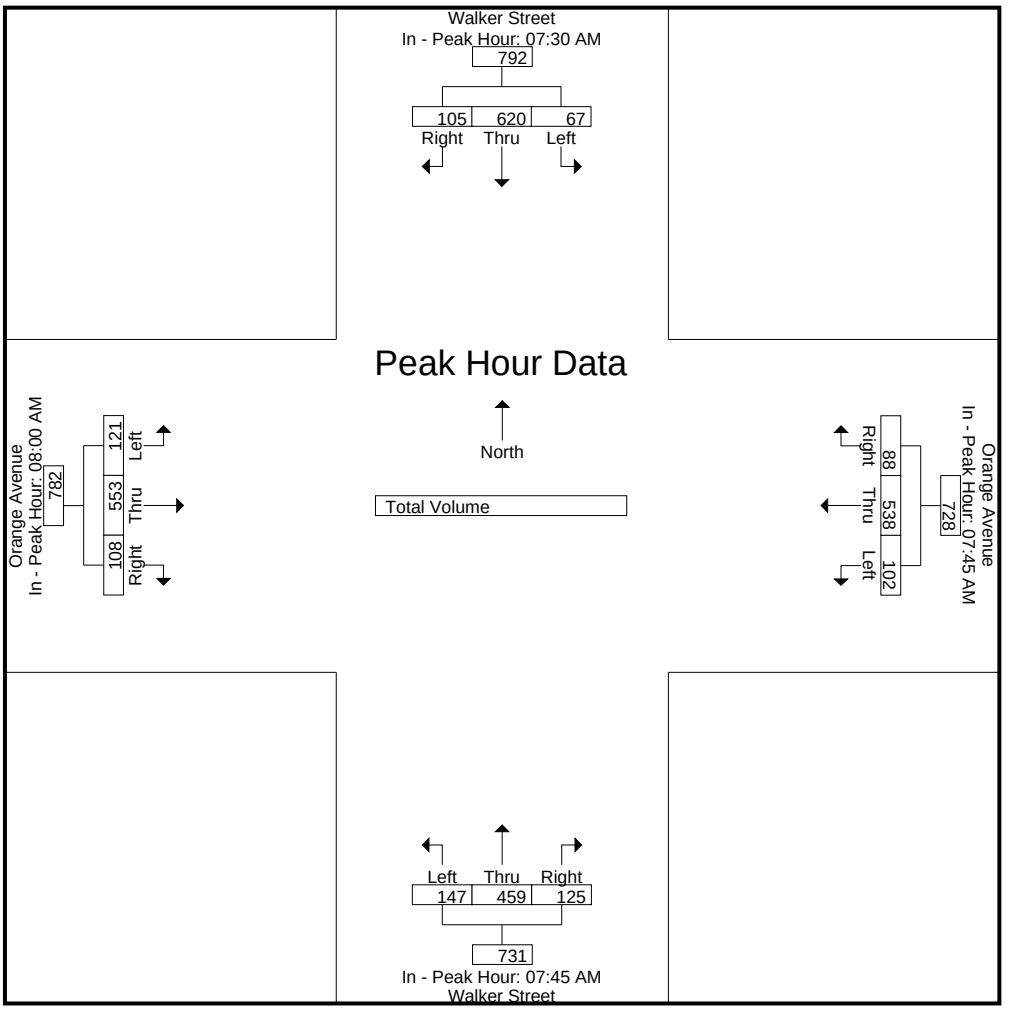
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:45 AM				07:45 AM				08:00 AM			
+0 mins.	17	126	8	151	**31**	107	22	160	33	99	31	163	19	98	21	138
+15 mins.	**19**	**197**	24	**240**	28	129	20	177	43	**152**	**43**	**238**	**44**	133	**37**	214
+30 mins.	14	174	**37**	225	25	**201**	**25**	**251**	**49**	104	30	183	32	150	26	208
+45 mins.	17	123	36	176	18	101	21	140	22	104	21	147	26	**172**	24	**222**
Total Volume	67	620	105	792	102	538	88	728	147	459	125	731	121	553	108	782
% App. Total	8.5	78.3	13.3		14	73.9	12.1		20.1	62.8	17.1		15.5	70.7	13.8	
PHF	.882	.787	.709	.825	.823	.669	.880	.725	.750	.755	.727	.768	.688	.804	.730	.881

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N/S: Walker Street
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Weather: Clear

File Name : 07_CYP_Walker_Orange AM
Site Code : 00322257
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Page No : 3



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N/S: Walker Street
E/W: Orange Avenue
Weather: Clear

File Name : 07_CYP_Walker_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

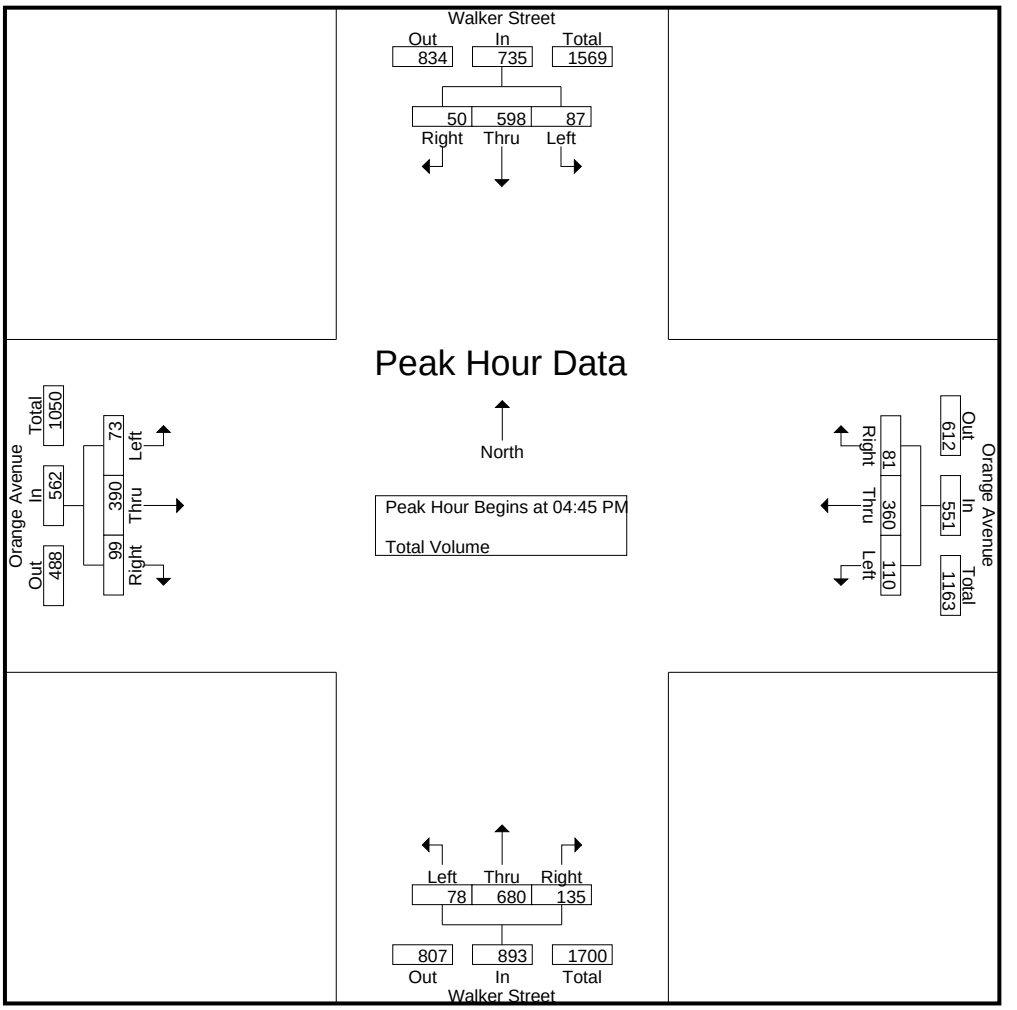
	Walker Street Southbound				Orange Avenue Westbound				Walker Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	25	150	12	187	23	75	22	120	17	176	38	231	26	120	32	178	716
04:15 PM	26	110	17	153	26	87	27	140	15	142	36	193	18	104	20	142	628
04:30 PM	19	149	15	183	21	83	17	121	12	152	39	203	18	96	27	141	648
04:45 PM	28	140	13	181	28	98	25	151	19	135	34	188	28	110	25	163	683
Total	98	549	57	704	98	343	91	532	63	605	147	815	90	430	104	624	2675
05:00 PM	24	131	13	168	29	101	23	153	16	175	26	217	20	93	29	142	680
05:15 PM	20	152	12	184	26	95	20	141	22	186	37	245	15	92	21	128	698
05:30 PM	15	175	12	202	27	66	13	106	21	184	38	243	10	95	24	129	680
05:45 PM	15	123	17	155	37	99	25	161	14	139	19	172	12	95	13	120	608
Total	74	581	54	709	119	361	81	561	73	684	120	877	57	375	87	519	2666
Grand Total	172	1130	111	1413	217	704	172	1093	136	1289	267	1692	147	805	191	1143	5341
Apprch %	12.2	80	7.9		19.9	64.4	15.7		8	76.2	15.8		12.9	70.4	16.7		
Total %	3.2	21.2	2.1	26.5	4.1	13.2	3.2	20.5	2.5	24.1	5	31.7	2.8	15.1	3.6	21.4	

	Walker Street Southbound				Orange Avenue Westbound				Walker Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**28**	140	**13**	181	28	98	**25**	151	19	135	34	188	**28**	**110**	25	**163**	683
05:00 PM	24	131	13	168	**29**	**101**	23	**153**	16	175	26	217	20	93	**29**	142	680
05:15 PM	20	152	12	184	26	95	20	141	**22**	**186**	37	**245**	15	92	21	128	**698**
05:30 PM	15	**175**	12	**202**	27	66	13	106	21	184	**38**	243	10	95	24	129	680
Total Volume	87	598	50	735	110	360	81	551	78	680	135	893	73	390	99	562	2741
% App. Total	11.8	81.4	6.8		20	65.3	14.7		8.7	76.1	15.1		13	69.4	17.6		
PHF	.777	.854	.962	.910	.948	.891	.810	.900	.886	.914	.888	.911	.652	.886	.853	.862	.982

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File Name : 07_CYP_Walker_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



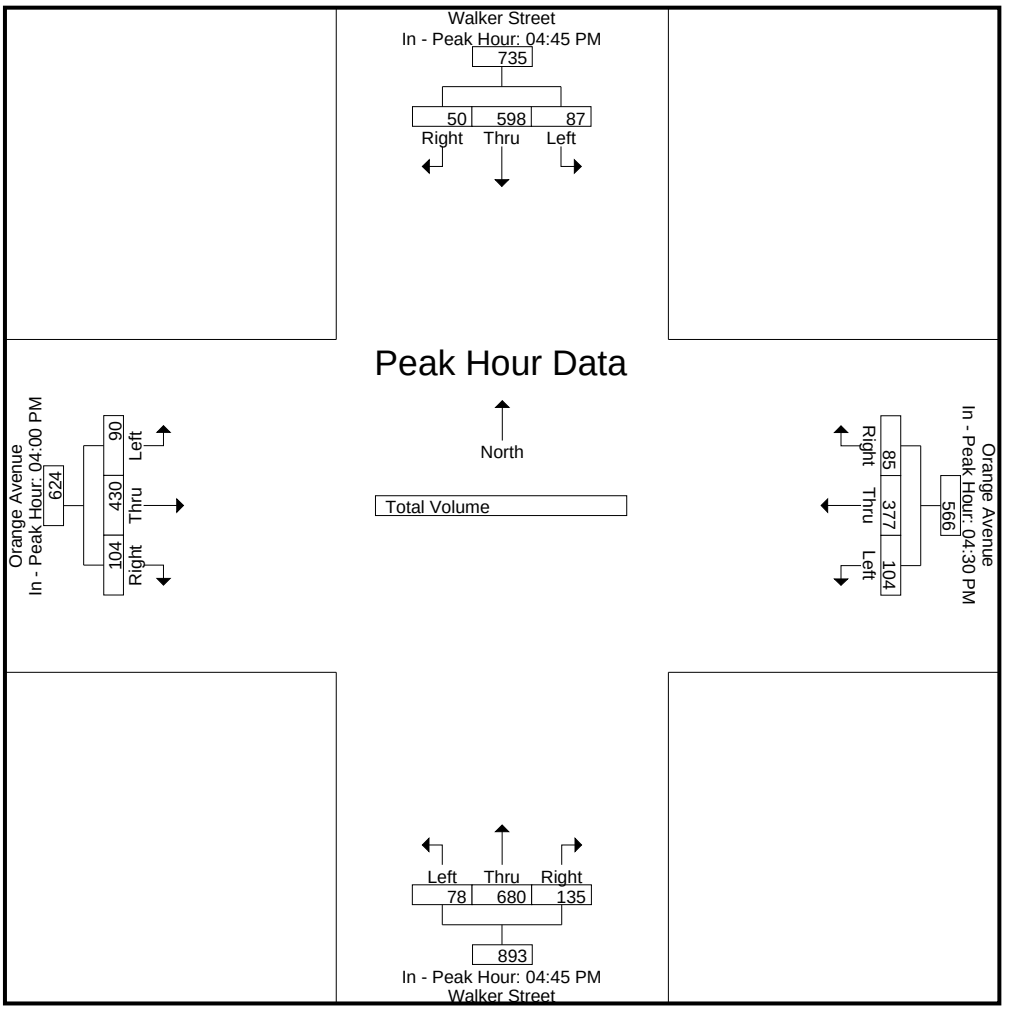
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:30 PM				04:45 PM				04:00 PM			
+0 mins.	**28**	140	**13**	181	21	83	17	121	19	135	34	188	26	**120**	**32**	**178**
+15 mins.	24	131	13	168	28	98	**25**	151	16	175	26	217	18	104	20	142
+30 mins.	20	152	12	184	**29**	**101**	23	**153**	**22**	**186**	37	**245**	18	96	27	141
+45 mins.	15	**175**	12	**202**	26	95	20	141	21	184	**38**	243	**28**	110	25	163
Total Volume	87	598	50	735	104	377	85	566	78	680	135	893	90	430	104	624
% App. Total	11.8	81.4	6.8		18.4	66.6	15		8.7	76.1	15.1		14.4	68.9	16.7	
PHF	.777	.854	.962	.910	.897	.933	.850	.925	.886	.914	.888	.911	.804	.896	.813	.876

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City of Cypress
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File Name : 07_CYP_Walker_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 3



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City of Cypress
N/S: Valley View Street
E/W: Orange Avenue
Weather: Clear

File Name : 08_CYP_Valley_Orange AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

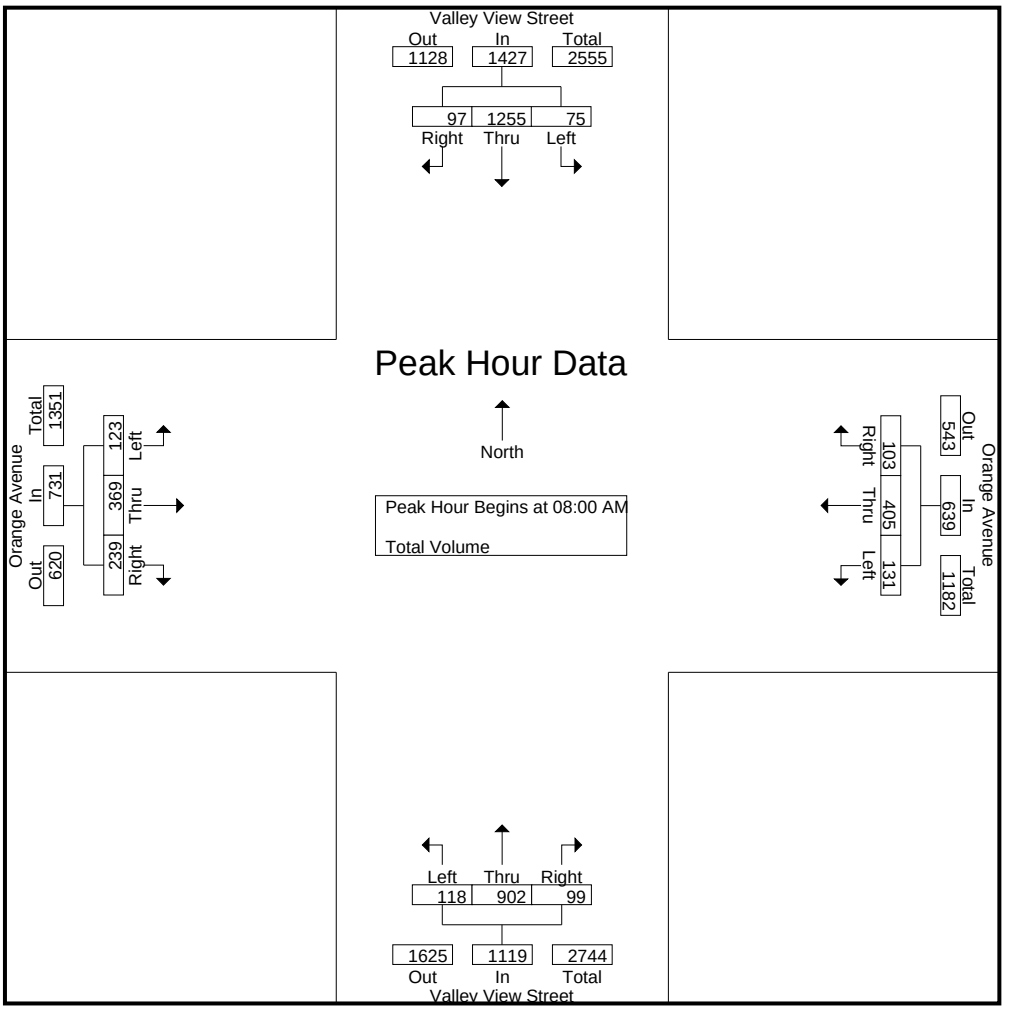
	Valley View Street Southbound				Orange Avenue Westbound				Valley View Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	12	259	15	286	34	55	14	103	12	148	12	172	12	31	41	84	645
07:15 AM	10	329	11	350	43	50	14	107	24	236	29	289	25	33	90	148	894
07:30 AM	18	351	14	383	38	88	23	149	22	212	22	256	21	46	48	115	903
07:45 AM	11	365	25	401	29	83	23	135	32	251	30	313	18	53	42	113	962
Total	51	1304	65	1420	144	276	74	494	90	847	93	1030	76	163	221	460	3404
08:00 AM	19	319	19	357	27	126	21	174	40	212	24	276	27	83	42	152	959
08:15 AM	23	326	40	389	20	144	23	187	25	253	18	296	32	102	37	171	1043
08:30 AM	15	274	18	307	36	76	27	139	18	186	24	228	31	101	52	184	858
08:45 AM	18	336	20	374	48	59	32	139	35	251	33	319	33	83	108	224	1056
Total	75	1255	97	1427	131	405	103	639	118	902	99	1119	123	369	239	731	3916
Grand Total	126	2559	162	2847	275	681	177	1133	208	1749	192	2149	199	532	460	1191	7320
Apprch %	4.4	89.9	5.7		24.3	60.1	15.6		9.7	81.4	8.9		16.7	44.7	38.6		
Total %	1.7	35	2.2	38.9	3.8	9.3	2.4	15.5	2.8	23.9	2.6	29.4	2.7	7.3	6.3	16.3	

	Valley View Street Southbound				Orange Avenue Westbound				Valley View Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	19	319	19	357	27	126	21	174	**40**	212	24	276	27	83	42	152	959
08:15 AM	**23**	326	**40**	**389**	20	**144**	23	**187**	25	**253**	18	296	32	**102**	37	171	1043
08:30 AM	15	274	18	307	36	76	27	139	18	186	24	228	31	101	52	184	858
08:45 AM	18	**336**	20	374	**48**	59	**32**	139	35	251	**33**	**319**	**33**	83	**108**	**224**	**1056**
Total Volume	75	1255	97	1427	131	405	103	639	118	902	99	1119	123	369	239	731	3916
% App. Total	5.3	87.9	6.8		20.5	63.4	16.1		10.5	80.6	8.8		16.8	50.5	32.7		
PHF	.815	.934	.606	.917	.682	.703	.805	.854	.738	.891	.750	.877	.932	.904	.553	.816	.927

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City of Cypress
N/S: Valley View Street
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File Name : 08_CYP_Valley_Orange AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:30 AM				08:00 AM			
+0 mins.	18	351	14	383	**38**	88	**23**	149	22	212	22	256	27	83	42	152
+15 mins.	11	**365**	25	**401**	29	83	23	135	32	251	**30**	**313**	32	**102**	37	171
+30 mins.	19	319	19	357	27	126	21	174	**40**	212	24	276	31	101	52	184
+45 mins.	**23**	326	**40**	389	20	**144**	23	**187**	25	**253**	18	296	**33**	83	**108**	**224**
Total Volume	71	1361	98	1530	114	441	90	645	119	928	94	1141	123	369	239	731
% App. Total	4.6	89	6.4		17.7	68.4	14		10.4	81.3	8.2		16.8	50.5	32.7	
PHF	.772	.932	.613	.954	.750	.766	.978	.862	.744	.917	.783	.911	.932	.904	.553	.816

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File Name : 08_CYP_Valley_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

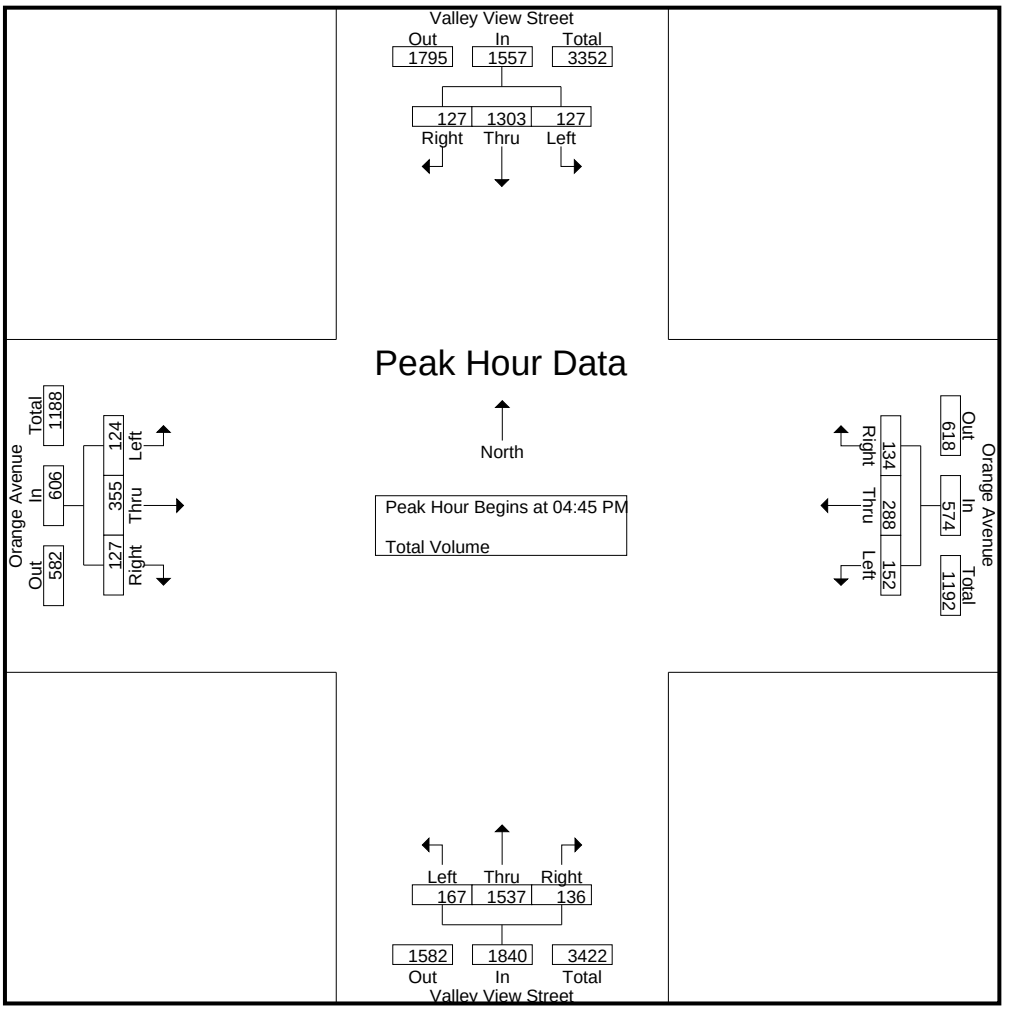
	Valley View Street Southbound				Orange Avenue Westbound				Valley View Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	22	236	31	289	32	81	26	139	30	302	33	365	30	99	38	167	960
04:15 PM	27	310	52	389	32	65	29	126	38	353	36	427	23	86	45	154	1096
04:30 PM	29	277	42	348	37	81	39	157	43	327	34	404	24	87	34	145	1054
04:45 PM	31	363	41	435	37	76	51	164	42	393	41	476	27	94	30	151	1226
Total	109	1186	166	1461	138	303	145	586	153	1375	144	1672	104	366	147	617	4336
05:00 PM	30	311	33	374	47	76	32	155	37	382	31	450	29	90	28	147	1126
05:15 PM	27	347	22	396	26	72	25	123	55	402	35	492	28	73	41	142	1153
05:30 PM	39	282	31	352	42	64	26	132	33	360	29	422	40	98	28	166	1072
05:45 PM	43	302	30	375	18	74	16	108	43	395	42	480	25	68	29	122	1085
Total	139	1242	116	1497	133	286	99	518	168	1539	137	1844	122	329	126	577	4436
Grand Total	248	2428	282	2958	271	589	244	1104	321	2914	281	3516	226	695	273	1194	8772
Apprch %	8.4	82.1	9.5		24.5	53.4	22.1		9.1	82.9	8		18.9	58.2	22.9		
Total %	2.8	27.7	3.2	33.7	3.1	6.7	2.8	12.6	3.7	33.2	3.2	40.1	2.6	7.9	3.1	13.6	

	Valley View Street Southbound				Orange Avenue Westbound				Valley View Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	31	**363**	**41**	**435**	37	**76**	**51**	**164**	42	393	**41**	476	27	94	30	151	**1226**
05:00 PM	30	311	33	374	**47**	76	32	155	37	382	31	450	29	90	28	147	1126
05:15 PM	27	347	22	396	26	72	25	123	**55**	**402**	35	**492**	28	73	**41**	142	1153
05:30 PM	**39**	282	31	352	42	64	26	132	33	360	29	422	**40**	**98**	28	**166**	1072
Total Volume	127	1303	127	1557	152	288	134	574	167	1537	136	1840	124	355	127	606	4577
% App. Total	8.2	83.7	8.2		26.5	50.2	23.3		9.1	83.5	7.4		20.5	58.6	21		
PHF	.814	.897	.774	.895	.809	.947	.657	.875	.759	.956	.829	.935	.775	.906	.774	.913	.933

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Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:15 PM				05:00 PM				04:00 PM			
+0 mins.	31	**363**	**41**	**435**	32	65	29	126	37	382	31	450	**30**	**99**	38	**167**
+15 mins.	30	311	33	374	37	**81**	39	157	**55**	**402**	35	**492**	23	86	**45**	154
+30 mins.	27	347	22	396	37	76	**51**	**164**	33	360	29	422	24	87	34	145
+45 mins.	**39**	282	31	352	**47**	76	32	155	43	395	**42**	480	27	94	30	151
Total Volume	127	1303	127	1557	153	298	151	602	168	1539	137	1844	104	366	147	617
% App. Total	8.2	83.7	8.2		25.4	49.5	25.1		9.1	83.5	7.4		16.9	59.3	23.8	
PHF	.814	.897	.774	.895	.814	.920	.740	.918	.764	.957	.815	.937	.867	.924	.817	.924

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City of Cypress
N/S: Holder Street
E/W: Orange Avenue
Weather: Clear

File Name : 09_CYP_Holder_Orange AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

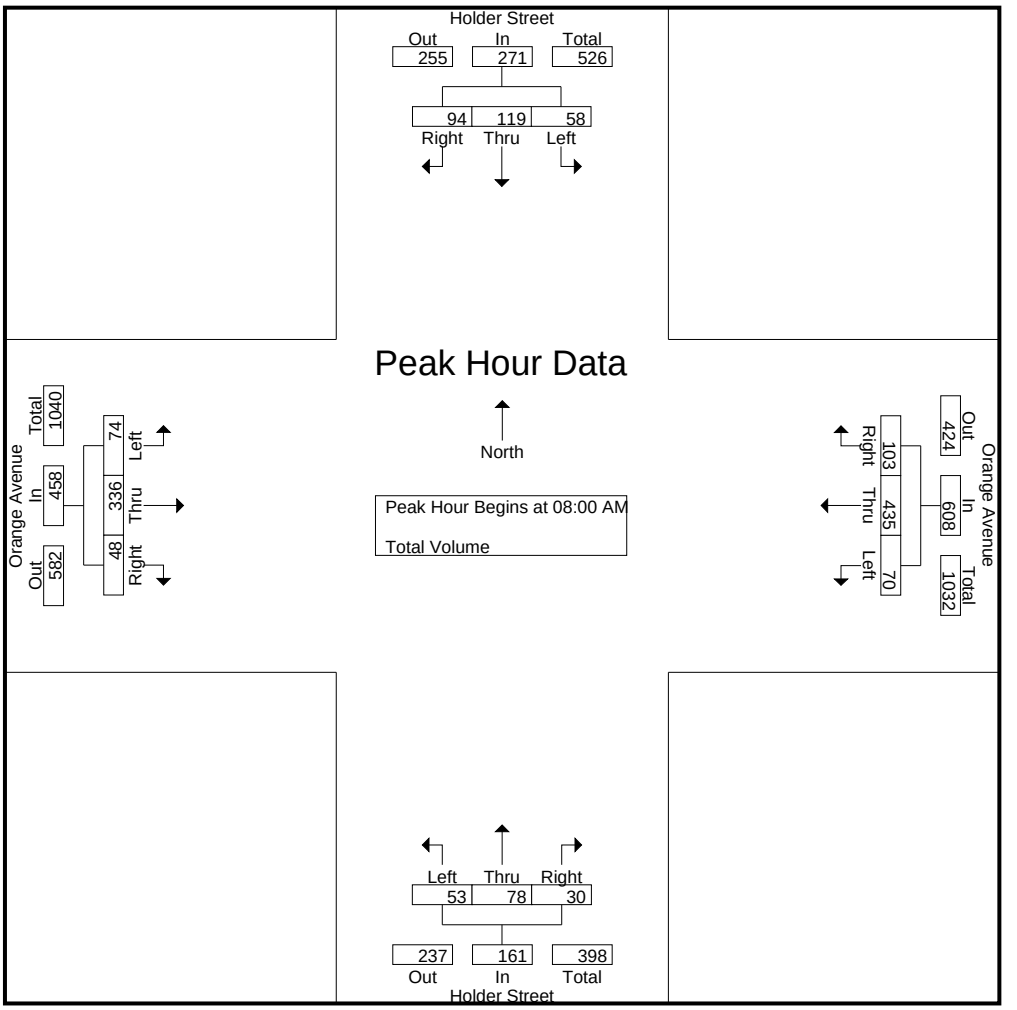
	Holder Street Southbound				Orange Avenue Westbound				Holder Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	7	25	19	51	5	59	3	67	11	13	4	28	8	38	3	49	195
07:15 AM	6	31	22	59	7	64	9	80	8	14	2	24	11	57	8	76	239
07:30 AM	8	24	23	55	1	65	17	83	7	24	2	33	12	53	8	73	244
07:45 AM	13	39	25	77	3	80	33	116	18	32	4	54	15	60	6	81	328
Total	34	119	89	242	16	268	62	346	44	83	12	139	46	208	25	279	1006
08:00 AM	23	47	32	102	10	117	14	141	14	17	6	37	20	54	12	86	366
08:15 AM	9	26	20	55	2	122	10	134	15	22	3	40	20	103	14	137	366
08:30 AM	11	20	19	50	21	93	25	139	11	24	9	44	15	84	11	110	343
08:45 AM	15	26	23	64	37	103	54	194	13	15	12	40	19	95	11	125	423
Total	58	119	94	271	70	435	103	608	53	78	30	161	74	336	48	458	1498
Grand Total	92	238	183	513	86	703	165	954	97	161	42	300	120	544	73	737	2504
Apprch %	17.9	46.4	35.7		9	73.7	17.3		32.3	53.7	14		16.3	73.8	9.9		
Total %	3.7	9.5	7.3	20.5	3.4	28.1	6.6	38.1	3.9	6.4	1.7	12	4.8	21.7	2.9	29.4	

	Holder Street Southbound				Orange Avenue Westbound				Holder Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	**23**	**47**	**32**	**102**	10	117	14	141	14	17	6	37	**20**	54	12	86	366
08:15 AM	9	26	20	55	2	**122**	10	134	**15**	22	3	40	20	**103**	**14**	**137**	366
08:30 AM	11	20	19	50	21	93	25	139	11	**24**	9	**44**	15	84	11	110	343
08:45 AM	15	26	23	64	**37**	103	**54**	**194**	13	15	**12**	40	19	95	11	125	**423**
Total Volume	58	119	94	271	70	435	103	608	53	78	30	161	74	336	48	458	1498
% App. Total	21.4	43.9	34.7		11.5	71.5	16.9		32.9	48.4	18.6		16.2	73.4	10.5		
PHF	.630	.633	.734	.664	.473	.891	.477	.784	.883	.813	.625	.915	.925	.816	.857	.836	.885

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Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:15 AM				08:00 AM				07:45 AM				08:00 AM			
+0 mins.	6	31	22	59	10	117	14	141	**18**	**32**	4	**54**	**20**	54	12	86
+15 mins.	8	24	23	55	2	**122**	10	134	14	17	6	37	20	**103**	**14**	**137**
+30 mins.	13	39	25	77	21	93	25	139	15	22	3	40	15	84	11	110
+45 mins.	**23**	**47**	**32**	**102**	**37**	103	**54**	**194**	11	24	**9**	44	19	95	11	125
Total Volume	50	141	102	293	70	435	103	608	58	95	22	175	74	336	48	458
% App. Total	17.1	48.1	34.8		11.5	71.5	16.9		33.1	54.3	12.6		16.2	73.4	10.5	
PHF	.543	.750	.797	.718	.473	.891	.477	.784	.806	.742	.611	.810	.925	.816	.857	.836

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Groups Printed- Total Volume

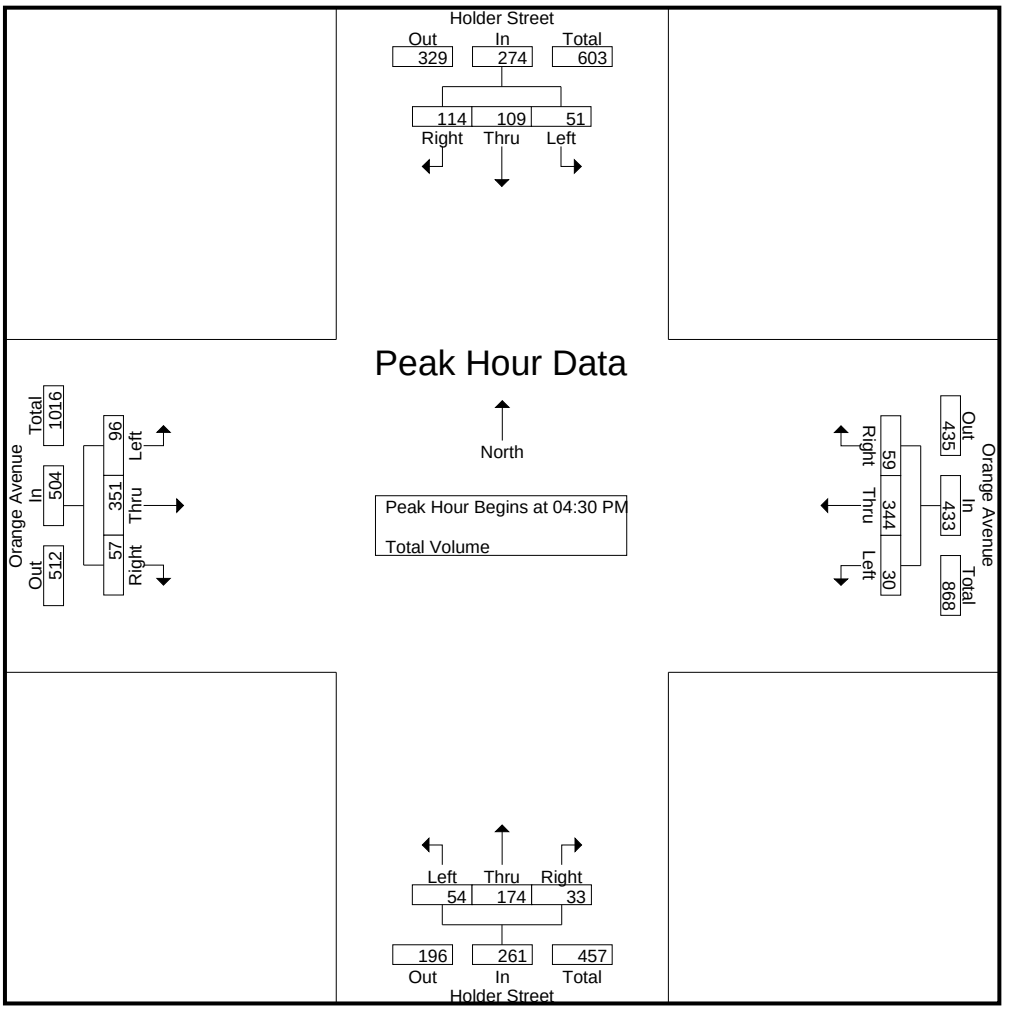
	Holder Street Southbound				Orange Avenue Westbound				Holder Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	12	28	22	62	9	78	20	107	10	32	6	48	23	101	13	137	354
04:15 PM	15	28	18	61	7	73	16	96	9	26	8	43	23	86	21	130	330
04:30 PM	13	28	16	57	6	96	12	114	16	44	7	67	28	85	17	130	368
04:45 PM	18	30	33	81	6	95	17	118	18	35	8	61	29	95	13	137	397
Total	58	114	89	261	28	342	65	435	53	137	29	219	103	367	64	534	1449
05:00 PM	11	28	36	75	9	76	18	103	10	48	11	69	18	101	10	129	376
05:15 PM	9	23	29	61	9	77	12	98	10	47	7	64	21	70	17	108	331
05:30 PM	10	19	28	57	10	77	16	103	12	36	8	56	35	83	10	128	344
05:45 PM	5	28	34	67	9	68	13	90	7	41	6	54	24	72	16	112	323
Total	35	98	127	260	37	298	59	394	39	172	32	243	98	326	53	477	1374
Grand Total	93	212	216	521	65	640	124	829	92	309	61	462	201	693	117	1011	2823
Apprch %	17.9	40.7	41.5		7.8	77.2	15		19.9	66.9	13.2		19.9	68.5	11.6		
Total %	3.3	7.5	7.7	18.5	2.3	22.7	4.4	29.4	3.3	10.9	2.2	16.4	7.1	24.5	4.1	35.8	

	Holder Street Southbound				Orange Avenue Westbound				Holder Street Northbound				Orange Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	13	28	16	57	6	**96**	12	114	16	44	7	67	28	85	**17**	130	368
04:45 PM	**18**	**30**	33	**81**	6	95	17	**118**	**18**	35	8	61	**29**	95	13	**137**	**397**
05:00 PM	11	28	**36**	75	**9**	76	**18**	103	10	**48**	**11**	**69**	18	**101**	10	129	376
05:15 PM	9	23	29	61	9	77	12	98	10	47	7	64	21	70	17	108	331
Total Volume	51	109	114	274	30	344	59	433	54	174	33	261	96	351	57	504	1472
% App. Total	18.6	39.8	41.6		6.9	79.4	13.6		20.7	66.7	12.6		19	69.6	11.3		
PHF	.708	.908	.792	.846	.833	.896	.819	.917	.750	.906	.750	.946	.828	.869	.838	.920	.927

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City of Cypress
N/S: Holder Street
E/W: Orange Avenue
Weather: Clear

File Name : 09_CYP_Holder_Orange PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:00 PM				04:30 PM				04:00 PM			
+0 mins.	15	28	18	61	**9**	78	**20**	107	16	44	7	67	23	**101**	13	**137**
+15 mins.	13	28	16	57	7	73	16	96	**18**	35	8	61	23	86	**21**	130
+30 mins.	**18**	**30**	33	**81**	6	**96**	12	114	10	**48**	**11**	**69**	28	85	17	130
+45 mins.	11	28	**36**	75	6	95	17	**118**	10	47	7	64	**29**	95	13	137
Total Volume	57	114	103	274	28	342	65	435	54	174	33	261	103	367	64	534
% App. Total	20.8	41.6	37.6		6.4	78.6	14.9		20.7	66.7	12.6		19.3	68.7	12	
PHF	.792	.950	.715	.846	.778	.891	.813	.922	.750	.906	.750	.946	.888	.908	.762	.974

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City of Cypress
N/S: Bloomfield Street
E/W: Ball Road
Weather: Clear

File Name : 10_CYP_Bloom_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

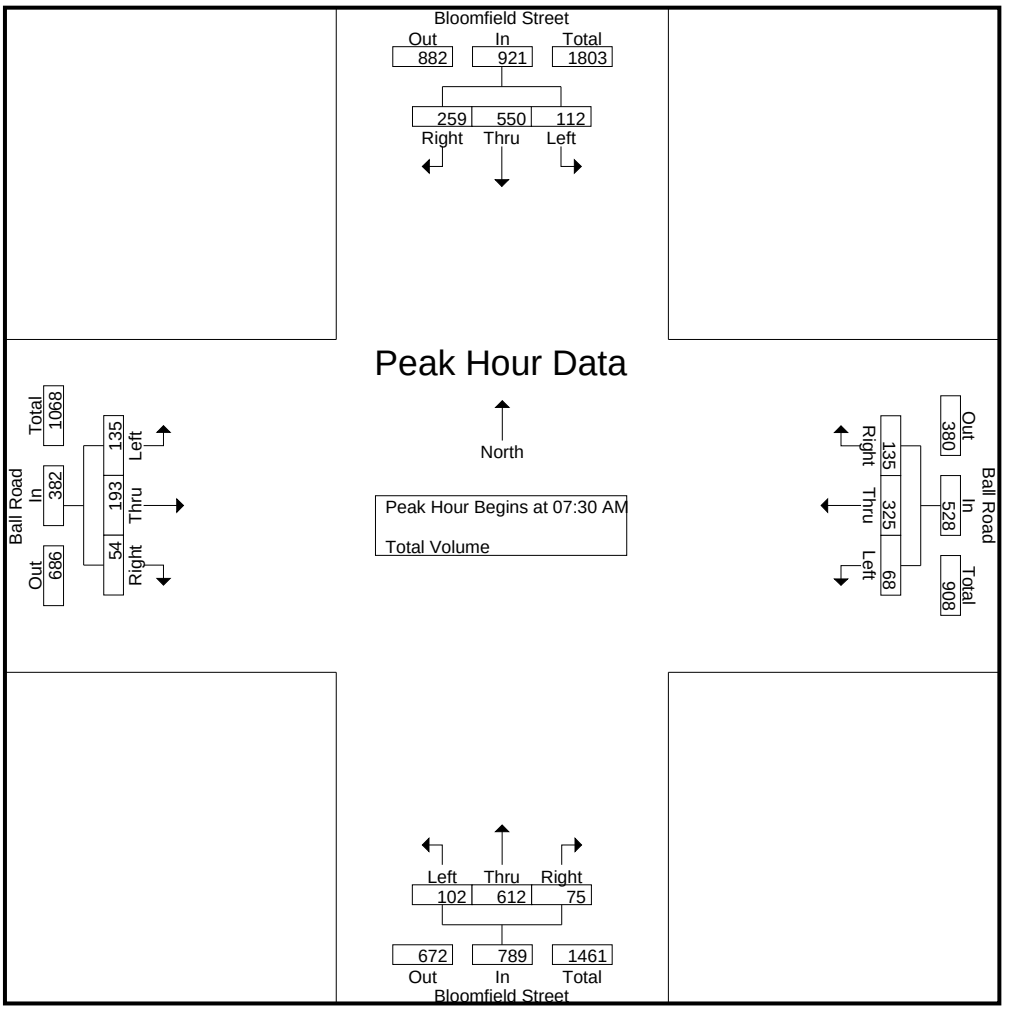
	Bloomfield Street Southbound				Ball Road Westbound				Bloomfield Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	13	80	13	106	10	38	31	79	18	125	6	149	14	29	3	46	380
07:15 AM	22	115	32	169	14	69	32	115	24	156	8	188	22	26	8	56	528
07:30 AM	29	145	82	256	18	96	26	140	28	153	12	193	38	45	6	89	678
07:45 AM	36	167	85	288	15	73	37	125	25	160	20	205	37	62	16	115	733
Total	100	507	212	819	57	276	126	459	95	594	46	735	111	162	33	306	2319
08:00 AM	18	109	36	163	21	81	41	143	27	126	24	177	31	47	15	93	576
08:15 AM	29	129	56	214	14	75	31	120	22	173	19	214	29	39	17	85	633
08:30 AM	30	103	36	169	28	54	42	124	34	136	35	205	35	62	13	110	608
08:45 AM	30	122	18	170	22	84	33	139	31	103	19	153	12	41	15	68	530
Total	107	463	146	716	85	294	147	526	114	538	97	749	107	189	60	356	2347
Grand Total	207	970	358	1535	142	570	273	985	209	1132	143	1484	218	351	93	662	4666
Apprch %	13.5	63.2	23.3		14.4	57.9	27.7		14.1	76.3	9.6		32.9	53	14		
Total %	4.4	20.8	7.7	32.9	3	12.2	5.9	21.1	4.5	24.3	3.1	31.8	4.7	7.5	2	14.2	

	Bloomfield Street Southbound				Ball Road Westbound				Bloomfield Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	29	145	82	256	18	**96**	26	140	**28**	153	12	193	**38**	45	6	89	678
07:45 AM	**36**	**167**	**85**	**288**	15	73	37	125	25	160	20	205	37	**62**	16	**115**	**733**
08:00 AM	18	109	36	163	**21**	81	**41**	**143**	27	126	**24**	177	31	47	15	93	576
08:15 AM	29	129	56	214	14	75	31	120	22	**173**	19	**214**	29	39	**17**	85	633
Total Volume	112	550	259	921	68	325	135	528	102	612	75	789	135	193	54	382	2620
% App. Total	12.2	59.7	28.1		12.9	61.6	25.6		12.9	77.6	9.5		35.3	50.5	14.1		
PHF	.778	.823	.762	.799	.810	.846	.823	.923	.911	.884	.781	.922	.888	.778	.794	.830	.894

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City of Cypress
N/S: Bloomfield Street
E/W: Ball Road
Weather: Clear

File Name : 10_CYP_Bloom_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:45 AM				07:45 AM			
+0 mins.	29	145	82	256	18	**96**	26	140	25	160	20	205	**37**	**62**	16	**115**
+15 mins.	**36**	**167**	**85**	**288**	15	73	37	125	27	126	24	177	31	47	15	93
+30 mins.	18	109	36	163	**21**	81	**41**	**143**	22	**173**	19	**214**	29	39	**17**	85
+45 mins.	29	129	56	214	14	75	31	120	**34**	136	**35**	205	35	62	13	110
Total Volume	112	550	259	921	68	325	135	528	108	595	98	801	132	210	61	403
% App. Total	12.2	59.7	28.1		12.9	61.6	25.6		13.5	74.3	12.2		32.8	52.1	15.1	
PHF	.778	.823	.762	.799	.810	.846	.823	.923	.794	.860	.700	.936	.892	.847	.897	.876

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City of Cypress
N/S: Bloomfield Street
E/W: Ball Road
Weather: Clear

File Name : 10_CYP_Bloom_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

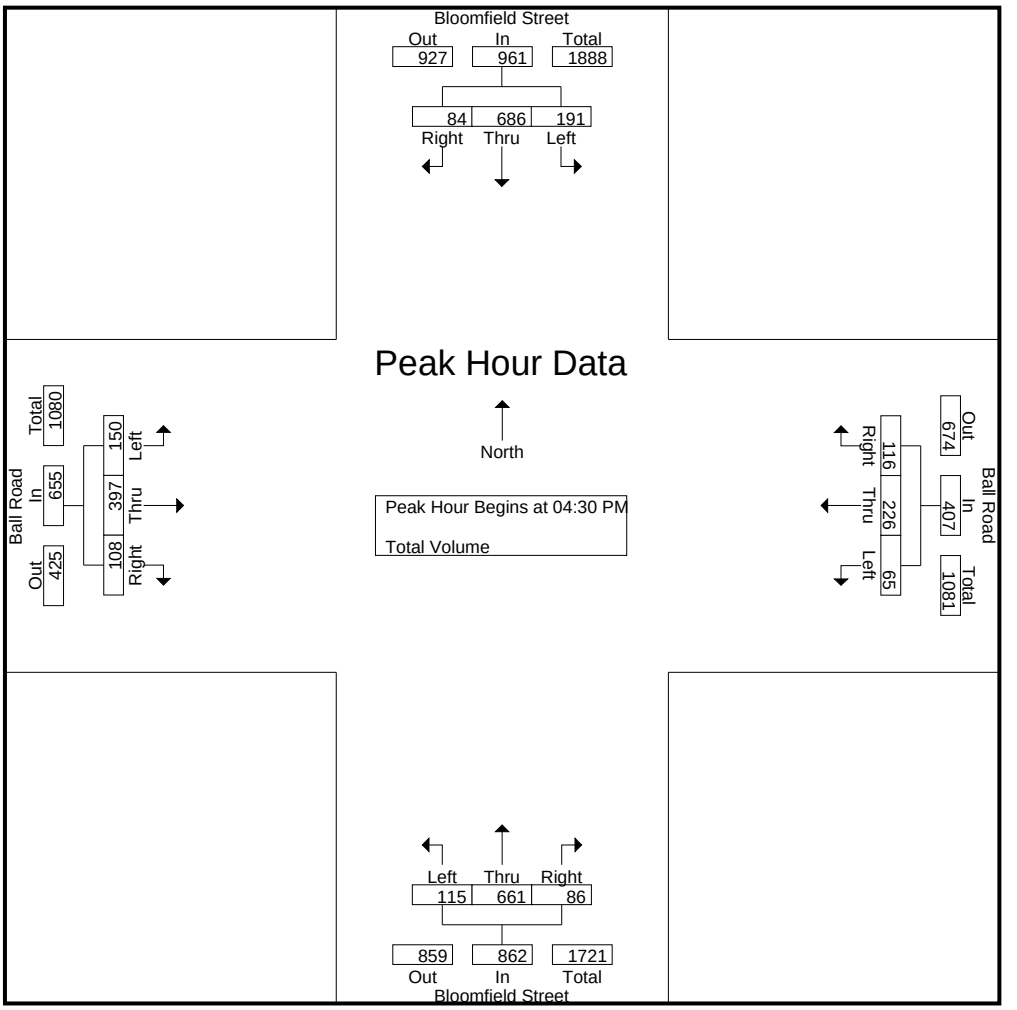
	Bloomfield Street Southbound				Ball Road Westbound				Bloomfield Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	65	186	28	279	27	66	27	120	31	131	17	179	45	106	22	173	751
04:15 PM	55	162	18	235	13	64	27	104	21	175	22	218	35	84	21	140	697
04:30 PM	52	153	14	219	19	50	33	102	33	143	24	200	36	121	28	185	706
04:45 PM	43	153	25	221	22	63	22	107	28	163	17	208	35	80	23	138	674
Total	215	654	85	954	81	243	109	433	113	612	80	805	151	391	94	636	2828
05:00 PM	44	171	27	242	13	58	33	104	24	163	20	207	47	108	33	188	741
05:15 PM	52	209	18	279	11	55	28	94	30	192	25	247	32	88	24	144	764
05:30 PM	43	171	29	243	21	65	35	121	28	153	19	200	23	86	31	140	704
05:45 PM	35	172	28	235	2	48	24	74	27	169	22	218	20	79	21	120	647
Total	174	723	102	999	47	226	120	393	109	677	86	872	122	361	109	592	2856
Grand Total	389	1377	187	1953	128	469	229	826	222	1289	166	1677	273	752	203	1228	5684
Apprch %	19.9	70.5	9.6		15.5	56.8	27.7		13.2	76.9	9.9		22.2	61.2	16.5		
Total %	6.8	24.2	3.3	34.4	2.3	8.3	4	14.5	3.9	22.7	2.9	29.5	4.8	13.2	3.6	21.6	

	Bloomfield Street Southbound				Ball Road Westbound				Bloomfield Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	**52**	153	14	219	19	50	**33**	102	**33**	143	24	200	36	**121**	28	185	706
04:45 PM	43	153	25	221	**22**	**63**	22	**107**	28	163	17	208	35	80	23	138	674
05:00 PM	44	171	**27**	242	13	58	33	104	24	163	20	207	**47**	108	**33**	**188**	741
05:15 PM	52	**209**	18	**279**	11	55	28	94	30	**192**	**25**	**247**	32	88	24	144	**764**
Total Volume	191	686	84	961	65	226	116	407	115	661	86	862	150	397	108	655	2885
% App. Total	19.9	71.4	8.7		16	55.5	28.5		13.3	76.7	10		22.9	60.6	16.5		
PHF	.918	.821	.778	.861	.739	.897	.879	.951	.871	.861	.860	.872	.798	.820	.818	.871	.944

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City of Cypress
N/S: Bloomfield Street
E/W: Ball Road
Weather: Clear

File Name : 10_CYP_Bloom_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				04:00 PM				05:00 PM				04:30 PM			
+0 mins.	44	171	27	242	**27**	**66**	27	**120**	24	163	20	207	36	**121**	28	185
+15 mins.	**52**	**209**	18	**279**	13	64	27	104	**30**	**192**	**25**	**247**	35	80	23	138
+30 mins.	43	171	**29**	243	19	50	**33**	102	28	153	19	200	**47**	108	**33**	**188**
+45 mins.	35	172	28	235	22	63	22	107	27	169	22	218	32	88	24	144
Total Volume	174	723	102	999	81	243	109	433	109	677	86	872	150	397	108	655
% App. Total	17.4	72.4	10.2		18.7	56.1	25.2		12.5	77.6	9.9		22.9	60.6	16.5	
PHF	.837	.865	.879	.895	.750	.920	.826	.902	.908	.882	.860	.883	.798	.820	.818	.871

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City of Cypress
N/S: Moody Street
E/W: Ball Road
Weather: Clear

File Name : 11_CYP_Moody_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

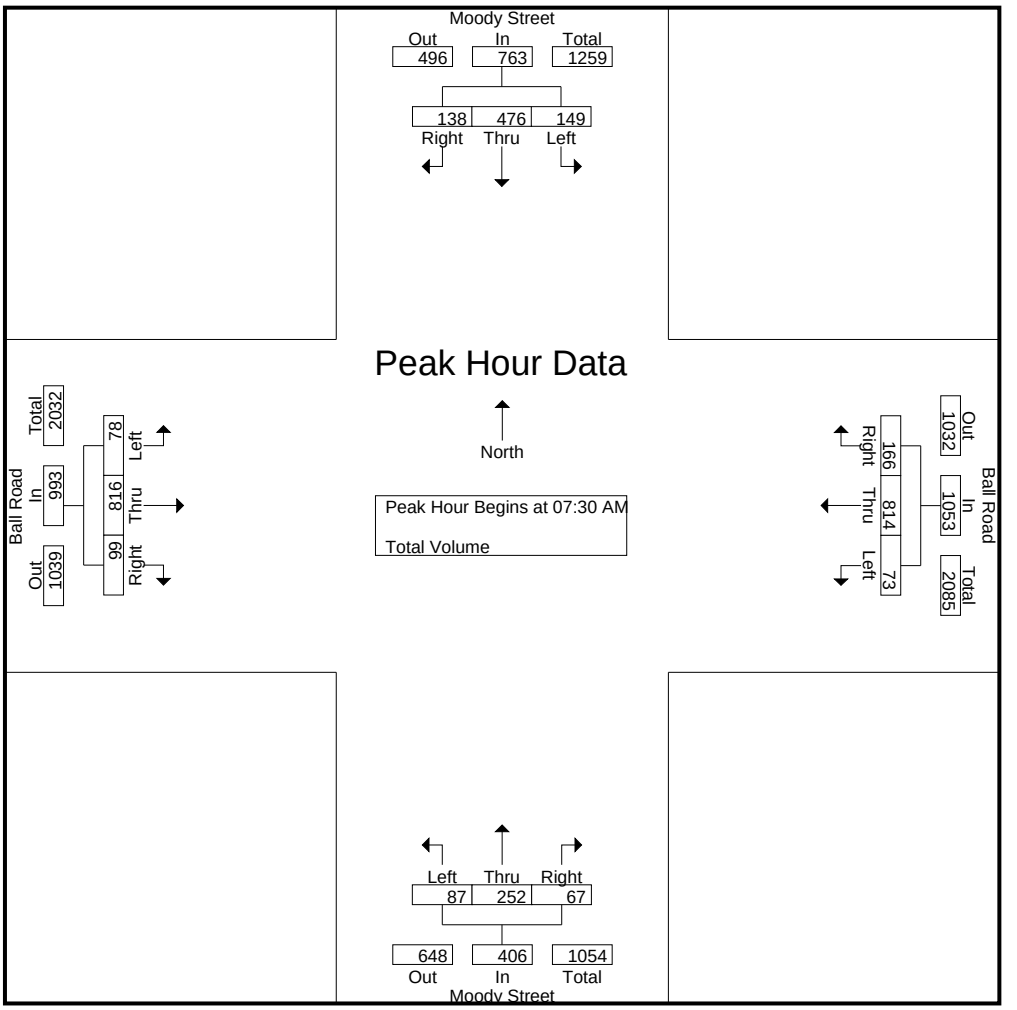
	Moody Street Southbound				Ball Road Westbound				Moody Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	14	71	20	105	6	97	18	121	8	37	7	52	16	112	7	135	413
07:15 AM	20	91	21	132	10	194	30	234	14	37	6	57	7	150	12	169	592
07:30 AM	31	103	29	163	16	239	33	288	32	62	10	104	15	165	11	191	746
07:45 AM	51	114	33	198	18	196	36	250	18	68	10	96	13	268	34	315	859
Total	116	379	103	598	50	726	117	893	72	204	33	309	51	695	64	810	2610
08:00 AM	46	152	49	247	18	169	52	239	16	57	24	97	25	220	27	272	855
08:15 AM	21	107	27	155	21	210	45	276	21	65	23	109	25	163	27	215	755
08:30 AM	21	108	32	161	17	171	19	207	9	56	14	79	21	105	12	138	585
08:45 AM	24	81	28	133	7	109	12	128	13	45	10	68	13	116	17	146	475
Total	112	448	136	696	63	659	128	850	59	223	71	353	84	604	83	771	2670
Grand Total	228	827	239	1294	113	1385	245	1743	131	427	104	662	135	1299	147	1581	5280
Apprch %	17.6	63.9	18.5		6.5	79.5	14.1		19.8	64.5	15.7		8.5	82.2	9.3		
Total %	4.3	15.7	4.5	24.5	2.1	26.2	4.6	33	2.5	8.1	2	12.5	2.6	24.6	2.8	29.9	

	Moody Street Southbound				Ball Road Westbound				Moody Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	31	103	29	163	16	**239**	33	**288**	**32**	62	10	104	15	165	11	191	746
07:45 AM	**51**	114	33	198	18	196	36	250	18	**68**	10	96	13	**268**	**34**	**315**	**859**
08:00 AM	46	**152**	**49**	**247**	18	169	**52**	239	16	57	**24**	97	**25**	220	27	272	855
08:15 AM	21	107	27	155	**21**	210	45	276	21	65	23	**109**	25	163	27	215	755
Total Volume	149	476	138	763	73	814	166	1053	87	252	67	406	78	816	99	993	3215
% App. Total	19.5	62.4	18.1		6.9	77.3	15.8		21.4	62.1	16.5		7.9	82.2	10		
PHF	.730	.783	.704	.772	.869	.851	.798	.914	.680	.926	.698	.931	.780	.761	.728	.788	.936

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City of Cypress
N/S: Moody Street
E/W: Ball Road
Weather: Clear

File Name : 11_CYP_Moody_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:30 AM				07:30 AM			
+0 mins.	31	103	29	163	16	**239**	33	**288**	**32**	62	10	104	15	165	11	191
+15 mins.	**51**	114	33	198	18	196	36	250	18	**68**	10	96	13	**268**	**34**	**315**
+30 mins.	46	**152**	**49**	**247**	18	169	**52**	239	16	57	**24**	97	**25**	220	27	272
+45 mins.	21	107	27	155	**21**	210	45	276	21	65	23	**109**	25	163	27	215
Total Volume	149	476	138	763	73	814	166	1053	87	252	67	406	78	816	99	993
% App. Total	19.5	62.4	18.1		6.9	77.3	15.8		21.4	62.1	16.5		7.9	82.2	10	
PHF	.730	.783	.704	.772	.869	.851	.798	.914	.680	.926	.698	.931	.780	.761	.728	.788

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City of Cypress
N/S: Moody Street
E/W: Ball Road
Weather: Clear

File Name : 11_CYP_Moody_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

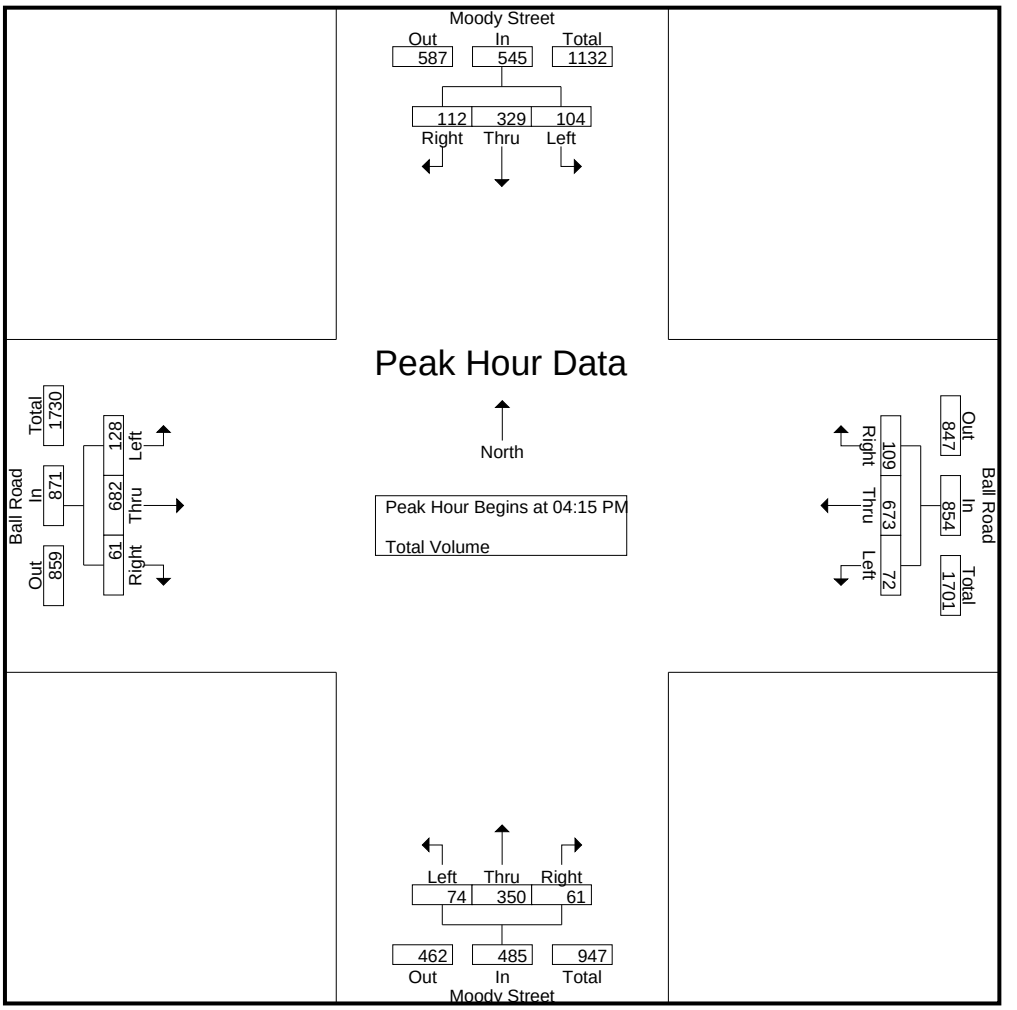
	Moody Street Southbound				Ball Road Westbound				Moody Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	36	78	32	146	14	142	28	184	13	92	17	122	29	184	12	225	677
04:15 PM	25	73	27	125	13	197	33	243	11	72	18	101	25	184	17	226	695
04:30 PM	25	93	35	153	23	139	27	189	25	92	18	135	28	141	14	183	660
04:45 PM	27	76	26	129	18	185	25	228	13	79	13	105	34	199	12	245	707
Total	113	320	120	553	68	663	113	844	62	335	66	463	116	708	55	879	2739
05:00 PM	27	87	24	138	18	152	24	194	25	107	12	144	41	158	18	217	693
05:15 PM	21	74	24	119	18	172	35	225	22	79	11	112	37	177	11	225	681
05:30 PM	28	86	21	135	16	161	36	213	13	96	10	119	21	176	9	206	673
05:45 PM	22	67	26	115	17	168	48	233	19	67	10	96	32	188	10	230	674
Total	98	314	95	507	69	653	143	865	79	349	43	471	131	699	48	878	2721
Grand Total	211	634	215	1060	137	1316	256	1709	141	684	109	934	247	1407	103	1757	5460
Apprch %	19.9	59.8	20.3		8	77	15		15.1	73.2	11.7		14.1	80.1	5.9		
Total %	3.9	11.6	3.9	19.4	2.5	24.1	4.7	31.3	2.6	12.5	2	17.1	4.5	25.8	1.9	32.2	

	Moody Street Southbound				Ball Road Westbound				Moody Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	25	73	27	125	13	**197**	**33**	**243**	11	72	**18**	101	25	184	17	226	695
04:30 PM	25	**93**	**35**	**153**	**23**	139	27	189	**25**	92	18	135	28	141	14	183	660
04:45 PM	**27**	76	26	129	18	185	25	228	13	79	13	105	34	**199**	12	**245**	**707**
05:00 PM	27	87	24	138	18	152	24	194	25	**107**	12	**144**	**41**	158	**18**	217	693
Total Volume	104	329	112	545	72	673	109	854	74	350	61	485	128	682	61	871	2755
% App. Total	19.1	60.4	20.6		8.4	78.8	12.8		15.3	72.2	12.6		14.7	78.3	7		
PHF	.963	.884	.800	.891	.783	.854	.826	.879	.740	.818	.847	.842	.780	.857	.847	.889	.974

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City of Cypress
N/S: Moody Street
E/W: Ball Road
Weather: Clear

File Name : 11_CYP_Moody_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				05:00 PM				04:30 PM				04:45 PM			
+0 mins.	**36**	78	32	146	**18**	152	24	194	**25**	92	**18**	135	34	**199**	12	**245**
+15 mins.	25	73	27	125	18	**172**	35	225	13	79	13	105	**41**	158	**18**	217
+30 mins.	25	**93**	**35**	**153**	16	161	36	213	25	**107**	12	**144**	37	177	11	225
+45 mins.	27	76	26	129	17	168	**48**	**233**	22	79	11	112	21	176	9	206
Total Volume	113	320	120	553	69	653	143	865	85	357	54	496	133	710	50	893
% App. Total	20.4	57.9	21.7		8	75.5	16.5		17.1	72	10.9		14.9	79.5	5.6	
PHF	.785	.860	.857	.904	.958	.949	.745	.928	.850	.834	.750	.861	.811	.892	.694	.911

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City of Cypress
N/S: Walker Street
E/W: Ball Road
Weather: Clear

File Name : 12_CYP_Walker_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

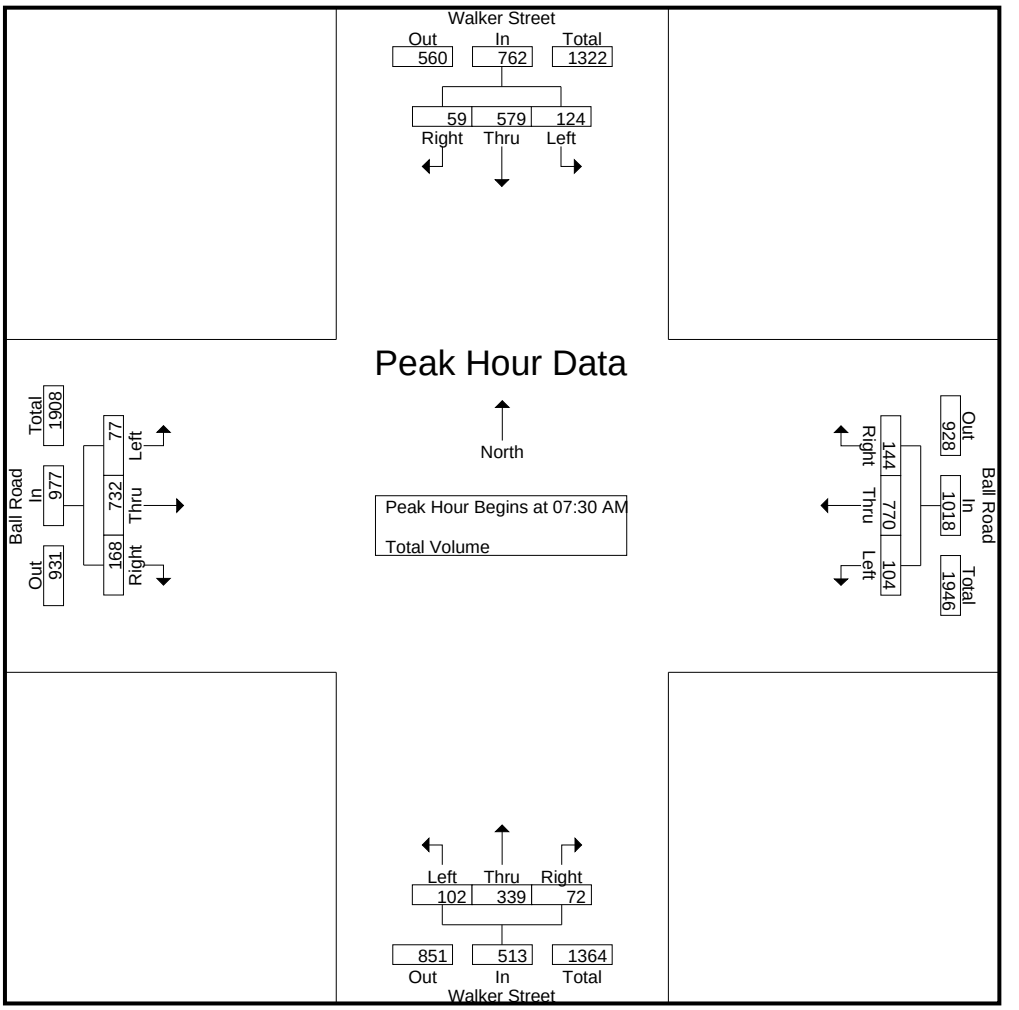
	Walker Street Southbound				Ball Road Westbound				Walker Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	23	105	10	138	8	114	19	141	11	45	13	69	6	108	14	128	476
07:15 AM	31	111	14	156	8	148	21	177	9	59	17	85	10	111	6	127	545
07:30 AM	21	123	12	156	27	214	18	259	16	50	17	83	12	170	29	211	709
07:45 AM	32	156	8	196	21	145	31	197	18	86	20	124	23	177	42	242	759
Total	107	495	44	646	64	621	89	774	54	240	67	361	51	566	91	708	2489
08:00 AM	38	145	15	198	41	230	47	318	24	83	25	132	20	203	50	273	921
08:15 AM	33	155	24	212	15	181	48	244	44	120	10	174	22	182	47	251	881
08:30 AM	21	98	21	140	19	172	27	218	14	69	19	102	21	179	26	226	686
08:45 AM	37	127	14	178	19	133	26	178	12	68	12	92	28	183	21	232	680
Total	129	525	74	728	94	716	148	958	94	340	66	500	91	747	144	982	3168
Grand Total	236	1020	118	1374	158	1337	237	1732	148	580	133	861	142	1313	235	1690	5657
Apprch %	17.2	74.2	8.6		9.1	77.2	13.7		17.2	67.4	15.4		8.4	77.7	13.9		
Total %	4.2	18	2.1	24.3	2.8	23.6	4.2	30.6	2.6	10.3	2.4	15.2	2.5	23.2	4.2	29.9	

	Walker Street Southbound				Ball Road Westbound				Walker Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	21	123	12	156	27	214	18	259	16	50	17	83	12	170	29	211	709
07:45 AM	32	**156**	8	196	21	145	31	197	18	86	20	124	**23**	177	42	242	759
08:00 AM	**38**	145	15	198	**41**	**230**	47	**318**	24	83	**25**	132	20	**203**	**50**	**273**	**921**
08:15 AM	33	155	**24**	**212**	15	181	**48**	244	**44**	**120**	10	**174**	22	182	47	251	881
Total Volume	124	579	59	762	104	770	144	1018	102	339	72	513	77	732	168	977	3270
% App. Total	16.3	76	7.7		10.2	75.6	14.1		19.9	66.1	14		7.9	74.9	17.2		
PHF	.816	.928	.615	.899	.634	.837	.750	.800	.580	.706	.720	.737	.837	.901	.840	.895	.888

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City of Cypress
N/S: Walker Street
E/W: Ball Road
Weather: Clear

File Name : 12_CYP_Walker_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:45 AM				07:45 AM			
+0 mins.	21	123	12	156	27	214	18	259	18	86	20	124	**23**	177	42	242
+15 mins.	32	**156**	8	196	21	145	31	197	24	83	**25**	132	20	**203**	**50**	**273**
+30 mins.	**38**	145	15	198	**41**	**230**	47	**318**	**44**	**120**	10	**174**	22	182	47	251
+45 mins.	33	155	**24**	**212**	15	181	**48**	244	14	69	19	102	21	179	26	226
Total Volume	124	579	59	762	104	770	144	1018	100	358	74	532	86	741	165	992
% App. Total	16.3	76	7.7		10.2	75.6	14.1		18.8	67.3	13.9		8.7	74.7	16.6	
PHF	.816	.928	.615	.899	.634	.837	.750	.800	.568	.746	.740	.764	.935	.913	.825	.908

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City of Cypress
N/S: Walker Street
E/W: Ball Road
Weather: Clear

File Name : 12_CYP_Walker_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

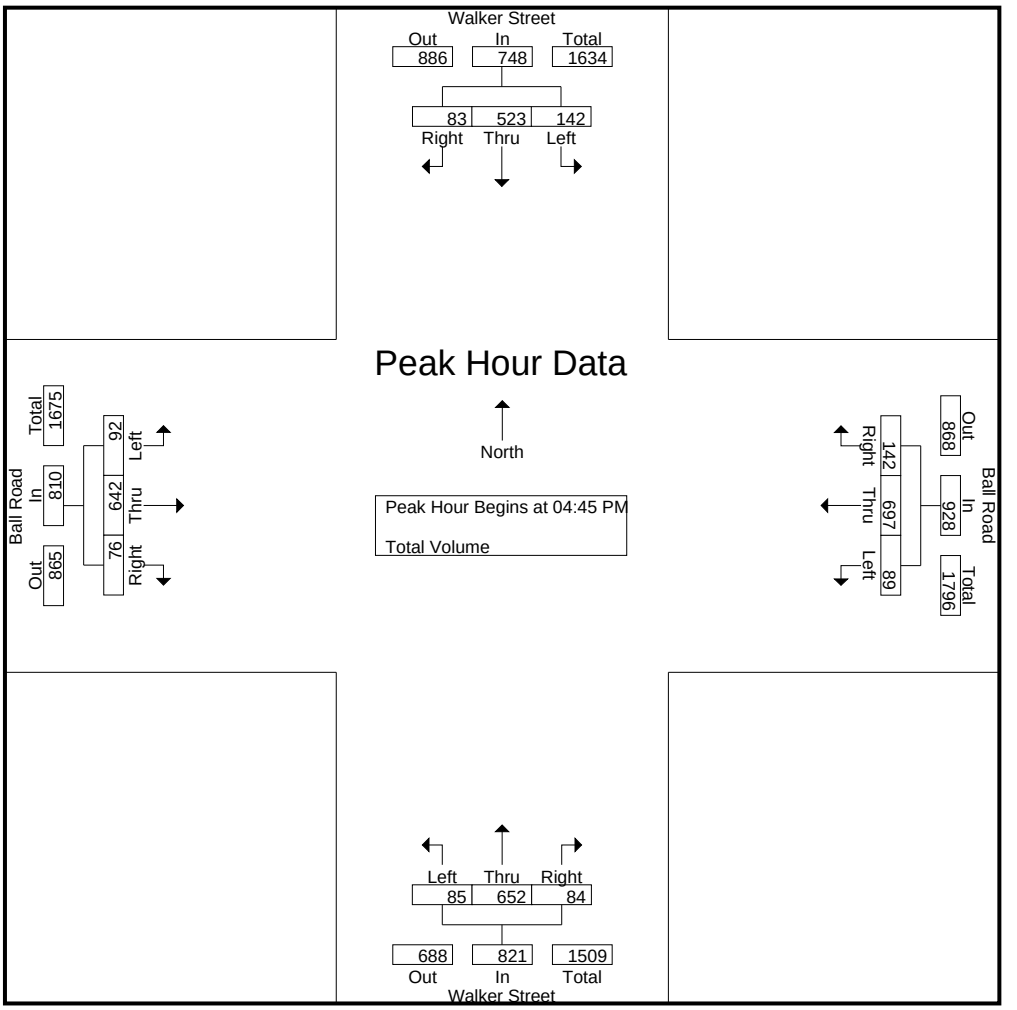
	Walker Street Southbound				Ball Road Westbound				Walker Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	37	131	23	191	20	170	50	240	17	135	25	177	20	192	24	236	844
04:15 PM	36	98	21	155	12	169	32	213	17	164	18	199	17	151	27	195	762
04:30 PM	19	130	26	175	21	187	28	236	27	124	16	167	20	167	18	205	783
04:45 PM	40	145	23	208	29	156	38	223	17	153	24	194	22	133	14	169	794
Total	132	504	93	729	82	682	148	912	78	576	83	737	79	643	83	805	3183
05:00 PM	31	114	21	166	18	184	25	227	22	156	16	194	24	170	14	208	795
05:15 PM	42	138	16	196	21	171	39	231	20	188	22	230	28	162	21	211	868
05:30 PM	29	126	23	178	21	186	40	247	26	155	22	203	18	177	27	222	850
05:45 PM	43	142	22	207	29	157	33	219	17	148	14	179	18	144	19	181	786
Total	145	520	82	747	89	698	137	924	85	647	74	806	88	653	81	822	3299
Grand Total	277	1024	175	1476	171	1380	285	1836	163	1223	157	1543	167	1296	164	1627	6482
Apprch %	18.8	69.4	11.9		9.3	75.2	15.5		10.6	79.3	10.2		10.3	79.7	10.1		
Total %	4.3	15.8	2.7	22.8	2.6	21.3	4.4	28.3	2.5	18.9	2.4	23.8	2.6	20	2.5	25.1	

	Walker Street Southbound				Ball Road Westbound				Walker Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	40	**145**	**23**	**208**	**29**	156	38	223	17	153	**24**	194	22	133	14	169	794
05:00 PM	31	114	21	166	18	184	25	227	22	156	16	194	24	170	14	208	795
05:15 PM	**42**	138	16	196	21	171	39	231	20	**188**	22	**230**	**28**	162	21	211	**868**
05:30 PM	29	126	23	178	21	**186**	**40**	**247**	**26**	155	22	203	18	**177**	**27**	**222**	850
Total Volume	142	523	83	748	89	697	142	928	85	652	84	821	92	642	76	810	3307
% App. Total	19	69.9	11.1		9.6	75.1	15.3		10.4	79.4	10.2		11.4	79.3	9.4		
PHF	.845	.902	.902	.899	.767	.937	.888	.939	.817	.867	.875	.892	.821	.907	.704	.912	.952

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City of Cypress
N/S: Walker Street
E/W: Ball Road
Weather: Clear

File Name : 12_CYP_Walker_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:45 PM				04:45 PM				05:00 PM			
+0 mins.	40	**145**	**23**	**208**	**29**	156	38	223	17	153	**24**	194	24	170	14	208
+15 mins.	31	114	21	166	18	184	25	227	22	156	16	194	**28**	162	21	211
+30 mins.	**42**	138	16	196	21	171	39	231	20	**188**	22	**230**	18	**177**	**27**	**222**
+45 mins.	29	126	23	178	21	**186**	**40**	**247**	**26**	155	22	203	18	144	19	181
Total Volume	142	523	83	748	89	697	142	928	85	652	84	821	88	653	81	822
% App. Total	19	69.9	11.1		9.6	75.1	15.3		10.4	79.4	10.2		10.7	79.4	9.9	
PHF	.845	.902	.902	.899	.767	.937	.888	.939	.817	.867	.875	.892	.786	.922	.750	.926

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City of Cypress
N/S: Valley View Street
E/W: Ball Road
Weather: Clear

File Name : 13_CYP_Valley_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

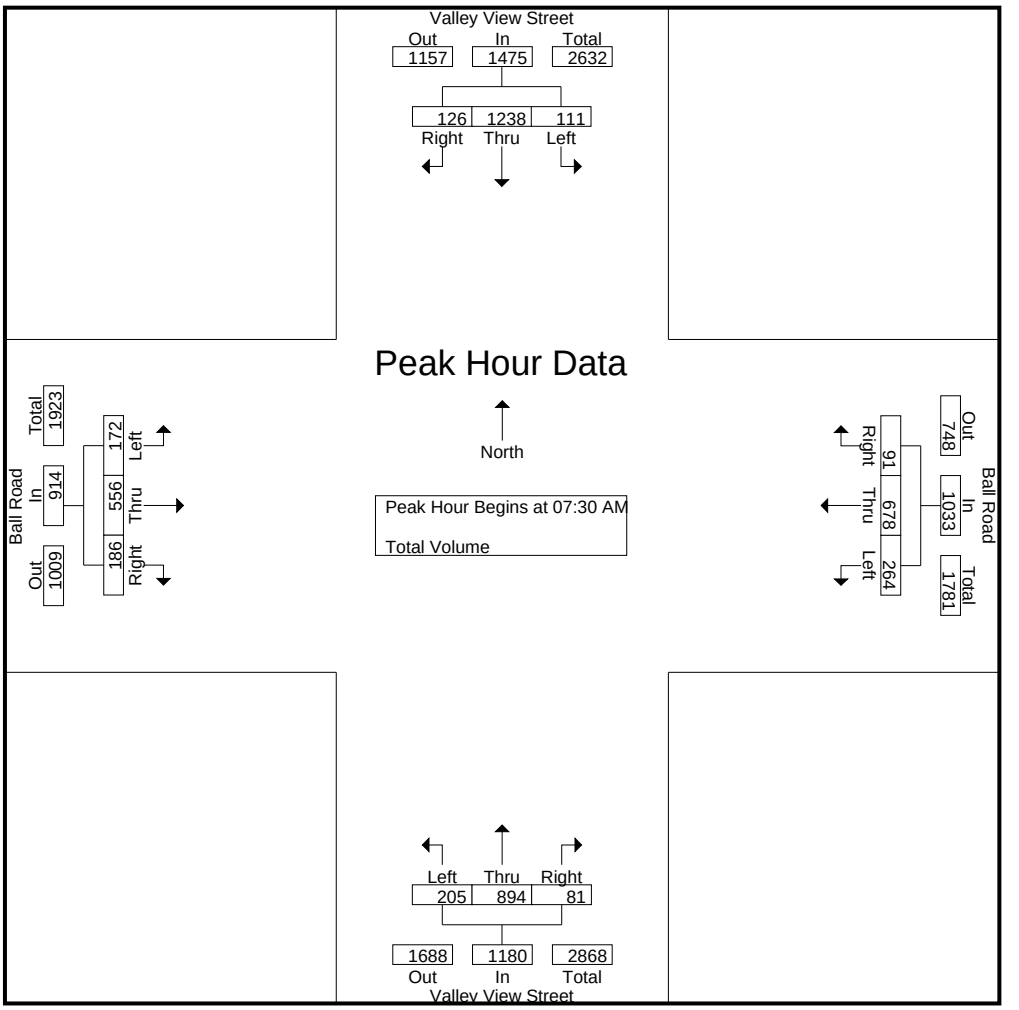
	Valley View Street Southbound				Ball Road Westbound				Valley View Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	12	278	20	310	28	87	29	144	26	159	18	203	31	83	58	172	829
07:15 AM	30	248	55	333	49	103	40	192	42	200	15	257	44	105	42	191	973
07:30 AM	27	358	38	423	51	158	17	226	46	234	21	301	27	104	58	189	1139
07:45 AM	24	308	34	366	65	157	17	239	52	240	8	300	47	130	44	221	1126
Total	93	1192	147	1432	193	505	103	801	166	833	62	1061	149	422	202	773	4067
08:00 AM	30	296	32	358	74	184	28	286	58	221	28	307	36	138	41	215	1166
08:15 AM	30	276	22	328	74	179	29	282	49	199	24	272	62	184	43	289	1171
08:30 AM	35	309	27	371	48	113	17	178	36	209	22	267	47	123	39	209	1025
08:45 AM	59	268	33	360	39	107	59	205	33	214	22	269	72	136	38	246	1080
Total	154	1149	114	1417	235	583	133	951	176	843	96	1115	217	581	161	959	4442
Grand Total	247	2341	261	2849	428	1088	236	1752	342	1676	158	2176	366	1003	363	1732	8509
Apprch %	8.7	82.2	9.2		24.4	62.1	13.5		15.7	77	7.3		21.1	57.9	21		
Total %	2.9	27.5	3.1	33.5	5	12.8	2.8	20.6	4	19.7	1.9	25.6	4.3	11.8	4.3	20.4	

	Valley View Street Southbound				Ball Road Westbound				Valley View Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	27	**358**	**38**	**423**	51	158	17	226	46	234	21	301	27	104	**58**	189	1139
07:45 AM	24	308	34	366	65	157	17	239	52	**240**	8	300	47	130	44	221	1126
08:00 AM	**30**	296	32	358	**74**	**184**	28	**286**	**58**	221	**28**	**307**	36	138	41	215	1166
08:15 AM	30	276	22	328	74	179	**29**	282	49	199	24	272	**62**	**184**	43	**289**	**1171**
Total Volume	111	1238	126	1475	264	678	91	1033	205	894	81	1180	172	556	186	914	4602
% App. Total	7.5	83.9	8.5		25.6	65.6	8.8		17.4	75.8	6.9		18.8	60.8	20.4		
PHF	.925	.865	.829	.872	.892	.921	.784	.903	.884	.931	.723	.961	.694	.755	.802	.791	.982

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City of Cypress
N/S: Valley View Street
E/W: Ball Road
Weather: Clear

File Name : 13_CYP_Valley_Ball AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:15 AM				07:30 AM				07:30 AM				08:00 AM			
+0 mins.	**30**	248	**55**	333	51	158	17	226	46	234	21	301	36	138	41	215
+15 mins.	27	**358**	38	**423**	65	157	17	239	52	**240**	8	300	62	**184**	**43**	**289**
+30 mins.	24	308	34	366	**74**	**184**	28	**286**	**58**	221	**28**	**307**	47	123	39	209
+45 mins.	30	296	32	358	74	179	**29**	282	49	199	24	272	**72**	136	38	246
Total Volume	111	1210	159	1480	264	678	91	1033	205	894	81	1180	217	581	161	959
% App. Total	7.5	81.8	10.7		25.6	65.6	8.8		17.4	75.8	6.9		22.6	60.6	16.8	
PHF	.925	.845	.723	.875	.892	.921	.784	.903	.884	.931	.723	.961	.753	.789	.936	.830

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City of Cypress
N/S: Valley View Street
E/W: Ball Road
Weather: Clear

File Name : 13_CYP_Valley_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

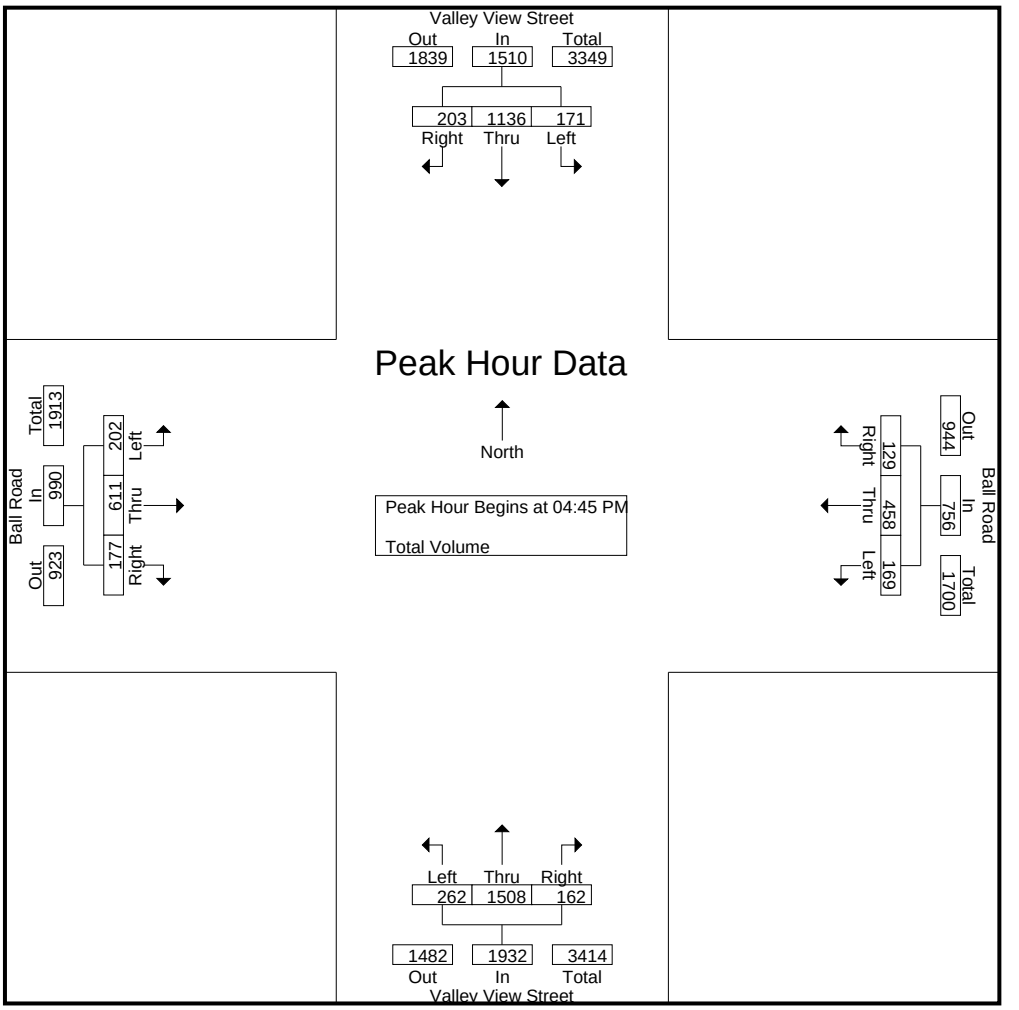
	Valley View Street Southbound				Ball Road Westbound				Valley View Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	49	245	36	330	44	127	27	198	72	299	41	412	34	168	55	257	1197
04:15 PM	44	253	34	331	52	138	23	213	63	318	39	420	66	156	45	267	1231
04:30 PM	34	288	40	362	48	103	38	189	75	361	37	473	47	126	32	205	1229
04:45 PM	51	283	61	395	40	116	34	190	61	327	36	424	53	144	47	244	1253
Total	178	1069	171	1418	184	484	122	790	271	1305	153	1729	200	594	179	973	4910
05:00 PM	39	299	53	391	52	104	35	191	65	436	38	539	55	138	34	227	1348
05:15 PM	41	269	43	353	43	125	34	202	59	343	46	448	48	177	54	279	1282
05:30 PM	40	285	46	371	34	113	26	173	77	402	42	521	46	152	42	240	1305
05:45 PM	30	264	50	344	38	105	24	167	69	325	40	434	57	164	39	260	1205
Total	150	1117	192	1459	167	447	119	733	270	1506	166	1942	206	631	169	1006	5140
Grand Total	328	2186	363	2877	351	931	241	1523	541	2811	319	3671	406	1225	348	1979	10050
Apprch %	11.4	76	12.6		23	61.1	15.8		14.7	76.6	8.7		20.5	61.9	17.6		
Total %	3.3	21.8	3.6	28.6	3.5	9.3	2.4	15.2	5.4	28	3.2	36.5	4	12.2	3.5	19.7	

	Valley View Street Southbound				Ball Road Westbound				Valley View Street Northbound				Ball Road Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**51**	283	**61**	**395**	40	116	34	190	61	327	36	424	53	144	47	244	1253
05:00 PM	39	**299**	53	391	**52**	104	**35**	191	65	**436**	38	**539**	**55**	138	34	227	**1348**
05:15 PM	41	269	43	353	43	**125**	34	**202**	59	343	**46**	448	48	**177**	**54**	**279**	1282
05:30 PM	40	285	46	371	34	113	26	173	**77**	402	42	521	46	152	42	240	1305
Total Volume	171	1136	203	1510	169	458	129	756	262	1508	162	1932	202	611	177	990	5188
% App. Total	11.3	75.2	13.4		22.4	60.6	17.1		13.6	78.1	8.4		20.4	61.7	17.9		
PHF	.838	.950	.832	.956	.813	.916	.921	.936	.851	.865	.880	.896	.918	.863	.819	.887	.962

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City of Cypress
N/S: Valley View Street
E/W: Ball Road
Weather: Clear

File Name : 13_CYP_Valley_Ball PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:00 PM				05:00 PM				05:00 PM			
+0 mins.	**51**	283	**61**	**395**	44	127	27	198	65	**436**	38	**539**	55	138	34	227
+15 mins.	39	**299**	53	391	**52**	**138**	23	**213**	59	343	**46**	448	48	**177**	**54**	**279**
+30 mins.	41	269	43	353	48	103	**38**	189	**77**	402	42	521	46	152	42	240
+45 mins.	40	285	46	371	40	116	34	190	69	325	40	434	**57**	164	39	260
Total Volume	171	1136	203	1510	184	484	122	790	270	1506	166	1942	206	631	169	1006
% App. Total	11.3	75.2	13.4		23.3	61.3	15.4		13.9	77.5	8.5		20.5	62.7	16.8	
PHF	.838	.950	.832	.956	.885	.877	.803	.927	.877	.864	.902	.901	.904	.891	.782	.901

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City of Cypress
N/S: Bloomfield Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 14_CYP_Bloom_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

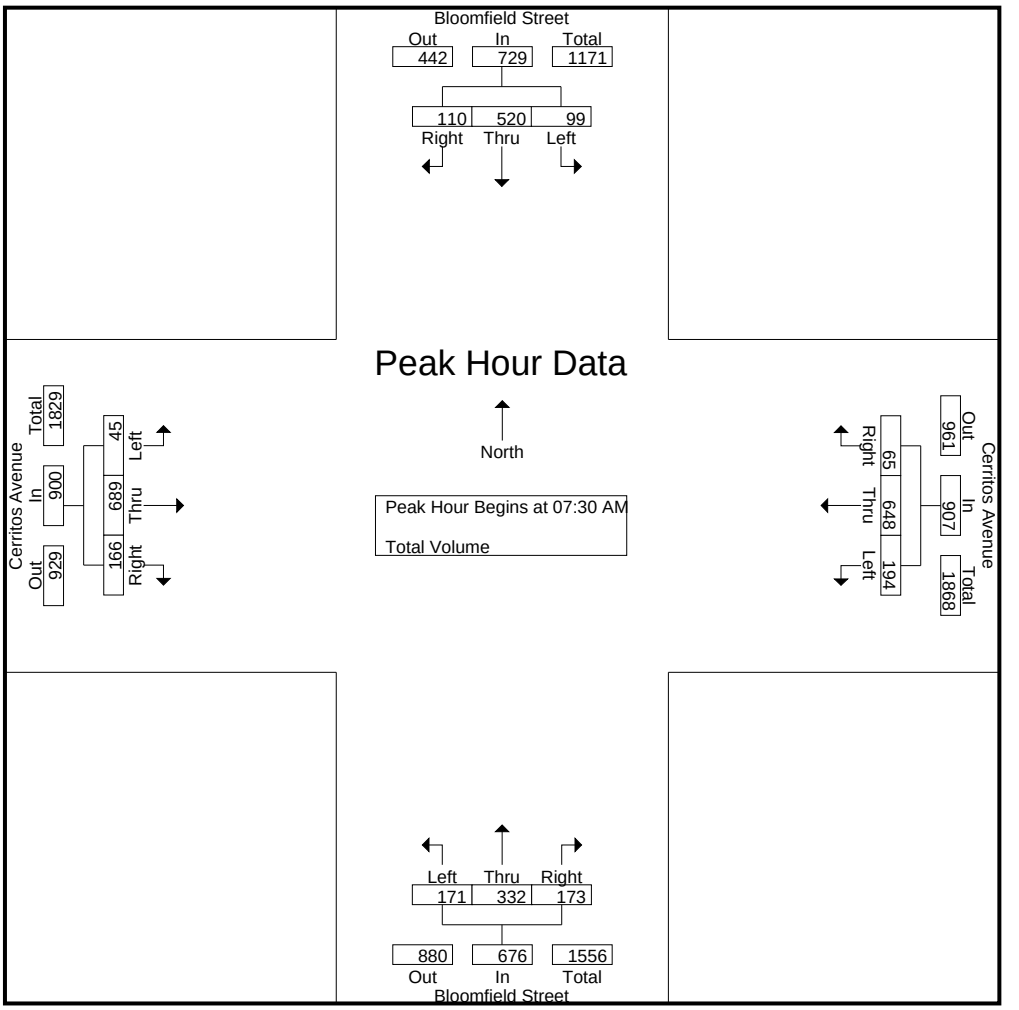
	Bloomfield Street Southbound				Cerritos Avenue Westbound				Bloomfield Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	6	64	27	97	27	117	6	150	12	21	11	44	8	118	21	147	438
07:15 AM	11	89	43	143	32	143	5	180	37	40	16	93	6	99	26	131	547
07:30 AM	16	151	41	208	58	232	15	305	69	68	31	168	9	133	75	217	898
07:45 AM	22	167	19	208	49	118	15	182	44	107	48	199	11	190	56	257	846
Total	55	471	130	656	166	610	41	817	162	236	106	504	34	540	178	752	2729
08:00 AM	21	108	22	151	35	153	16	204	38	84	45	167	13	166	20	199	721
08:15 AM	40	94	28	162	52	145	19	216	20	73	49	142	12	200	15	227	747
08:30 AM	51	89	23	163	34	181	34	249	29	68	41	138	19	145	21	185	735
08:45 AM	20	83	25	128	30	145	17	192	12	29	19	60	19	150	19	188	568
Total	132	374	98	604	151	624	86	861	99	254	154	507	63	661	75	799	2771
Grand Total	187	845	228	1260	317	1234	127	1678	261	490	260	1011	97	1201	253	1551	5500
Apprch %	14.8	67.1	18.1		18.9	73.5	7.6		25.8	48.5	25.7		6.3	77.4	16.3		
Total %	3.4	15.4	4.1	22.9	5.8	22.4	2.3	30.5	4.7	8.9	4.7	18.4	1.8	21.8	4.6	28.2	

	Bloomfield Street Southbound				Cerritos Avenue Westbound				Bloomfield Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	16	151	**41**	**208**	**58**	**232**	15	**305**	**69**	68	31	168	9	133	**75**	217	**898**
07:45 AM	22	**167**	19	208	49	118	15	182	44	**107**	48	**199**	11	190	56	**257**	846
08:00 AM	21	108	22	151	35	153	16	204	38	84	45	167	**13**	166	20	199	721
08:15 AM	**40**	94	28	162	52	145	**19**	216	20	73	**49**	142	12	**200**	15	227	747
Total Volume	99	520	110	729	194	648	65	907	171	332	173	676	45	689	166	900	3212
% App. Total	13.6	71.3	15.1		21.4	71.4	7.2		25.3	49.1	25.6		5	76.6	18.4		
PHF	.619	.778	.671	.876	.836	.698	.855	.743	.620	.776	.883	.849	.865	.861	.553	.875	.894

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Weather: Clear

File Name : 14_CYP_Bloom_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:30 AM				07:30 AM			
+0 mins.	16	151	**41**	**208**	**58**	**232**	15	**305**	**69**	68	31	168	9	133	**75**	217
+15 mins.	22	**167**	19	208	49	118	15	182	44	**107**	48	**199**	11	190	56	**257**
+30 mins.	21	108	22	151	35	153	16	204	38	84	45	167	**13**	166	20	199
+45 mins.	**40**	94	28	162	52	145	**19**	216	20	73	**49**	142	12	**200**	15	227
Total Volume	99	520	110	729	194	648	65	907	171	332	173	676	45	689	166	900
% App. Total	13.6	71.3	15.1		21.4	71.4	7.2		25.3	49.1	25.6		5	76.6	18.4	
PHF	.619	.778	.671	.876	.836	.698	.855	.743	.620	.776	.883	.849	.865	.861	.553	.875

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City of Cypress
N/S: Bloomfield Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 14_CYP_Bloom_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

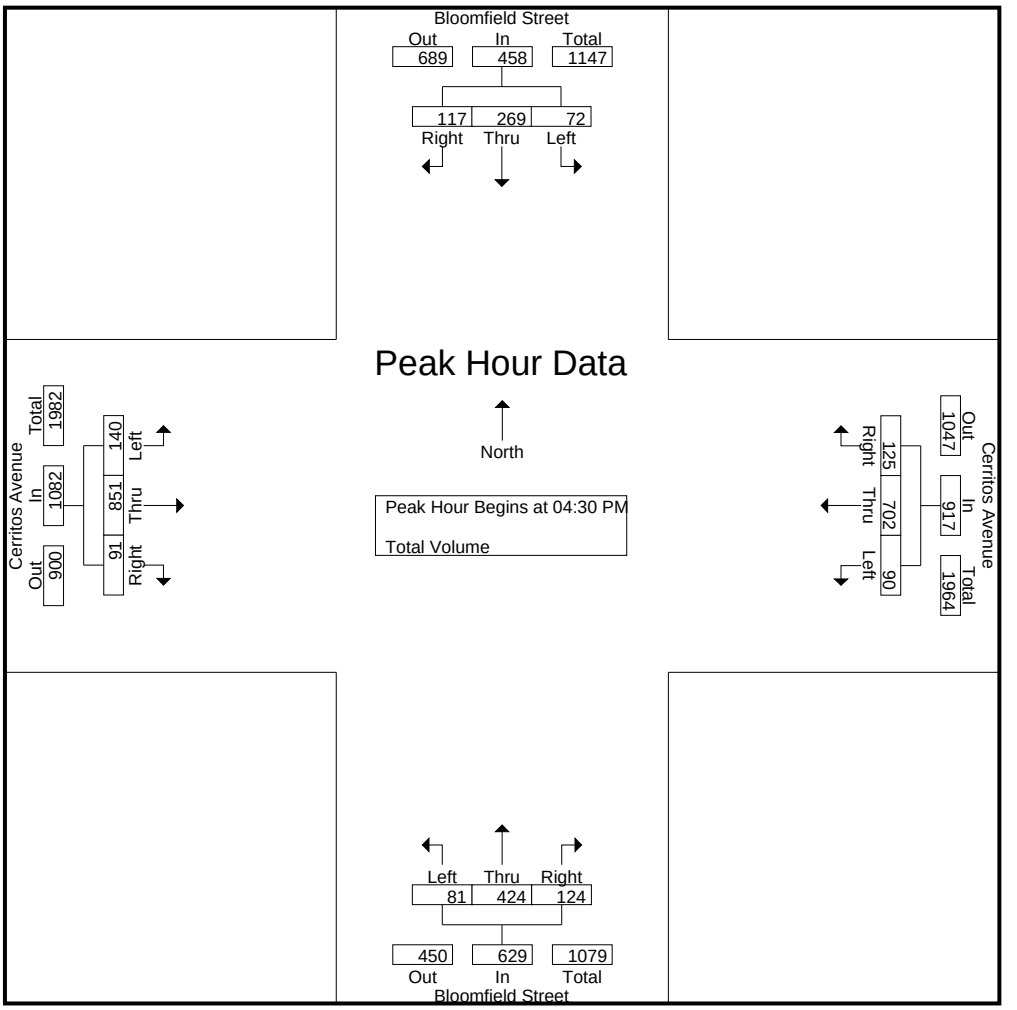
	Bloomfield Street Southbound				Cerritos Avenue Westbound				Bloomfield Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	16	77	18	111	22	167	34	223	21	123	34	178	36	186	18	240	752
04:15 PM	18	82	18	118	25	178	27	230	15	103	25	143	34	198	13	245	736
04:30 PM	20	55	19	94	23	186	30	239	18	103	36	157	32	212	16	260	750
04:45 PM	13	76	55	144	24	152	26	202	30	100	19	149	33	218	26	277	772
Total	67	290	110	467	94	683	117	894	84	429	114	627	135	814	73	1022	3010
05:00 PM	15	75	21	111	19	169	37	225	14	126	45	185	41	195	23	259	780
05:15 PM	24	63	22	109	24	195	32	251	19	95	24	138	34	226	26	286	784
05:30 PM	15	61	30	106	22	151	23	196	16	76	31	123	34	178	24	236	661
05:45 PM	10	61	22	93	27	167	25	219	9	76	24	109	31	170	45	246	667
Total	64	260	95	419	92	682	117	891	58	373	124	555	140	769	118	1027	2892
Grand Total	131	550	205	886	186	1365	234	1785	142	802	238	1182	275	1583	191	2049	5902
Apprch %	14.8	62.1	23.1		10.4	76.5	13.1		12	67.9	20.1		13.4	77.3	9.3		
Total %	2.2	9.3	3.5	15	3.2	23.1	4	30.2	2.4	13.6	4	20	4.7	26.8	3.2	34.7	

	Bloomfield Street Southbound				Cerritos Avenue Westbound				Bloomfield Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	20	55	19	94	23	186	30	239	18	103	36	157	32	212	16	260	750
04:45 PM	13	**76**	**55**	**144**	**24**	152	26	202	**30**	100	19	149	33	218	**26**	277	772
05:00 PM	15	75	21	111	19	169	**37**	225	14	**126**	**45**	**185**	**41**	195	23	259	780
05:15 PM	**24**	63	22	109	24	**195**	32	**251**	19	95	24	138	34	**226**	26	**286**	**784**
Total Volume	72	269	117	458	90	702	125	917	81	424	124	629	140	851	91	1082	3086
% App. Total	15.7	58.7	25.5		9.8	76.6	13.6		12.9	67.4	19.7		12.9	78.7	8.4		
PHF	.750	.885	.532	.795	.938	.900	.845	.913	.675	.841	.689	.850	.854	.941	.875	.946	.984

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File Name : 14_CYP_Bloom_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:30 PM				04:15 PM				04:30 PM			
+0 mins.	13	**76**	**55**	**144**	23	186	30	239	15	103	25	143	32	212	16	260
+15 mins.	15	75	21	111	**24**	152	26	202	18	103	36	157	33	218	**26**	277
+30 mins.	**24**	63	22	109	19	169	**37**	225	**30**	100	19	149	**41**	195	23	259
+45 mins.	15	61	30	106	24	**195**	32	**251**	14	**126**	**45**	**185**	34	**226**	26	**286**
Total Volume	67	275	128	470	90	702	125	917	77	432	125	634	140	851	91	1082
% App. Total	14.3	58.5	27.2		9.8	76.6	13.6		12.1	68.1	19.7		12.9	78.7	8.4	
PHF	.698	.905	.582	.816	.938	.900	.845	.913	.642	.857	.694	.857	.854	.941	.875	.946

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City of Cypress
N/S: Denni Street/Lexington Drive
E/W: Cerritos Avenue
Weather: Clear

File Name : 15_CYP_Denni_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

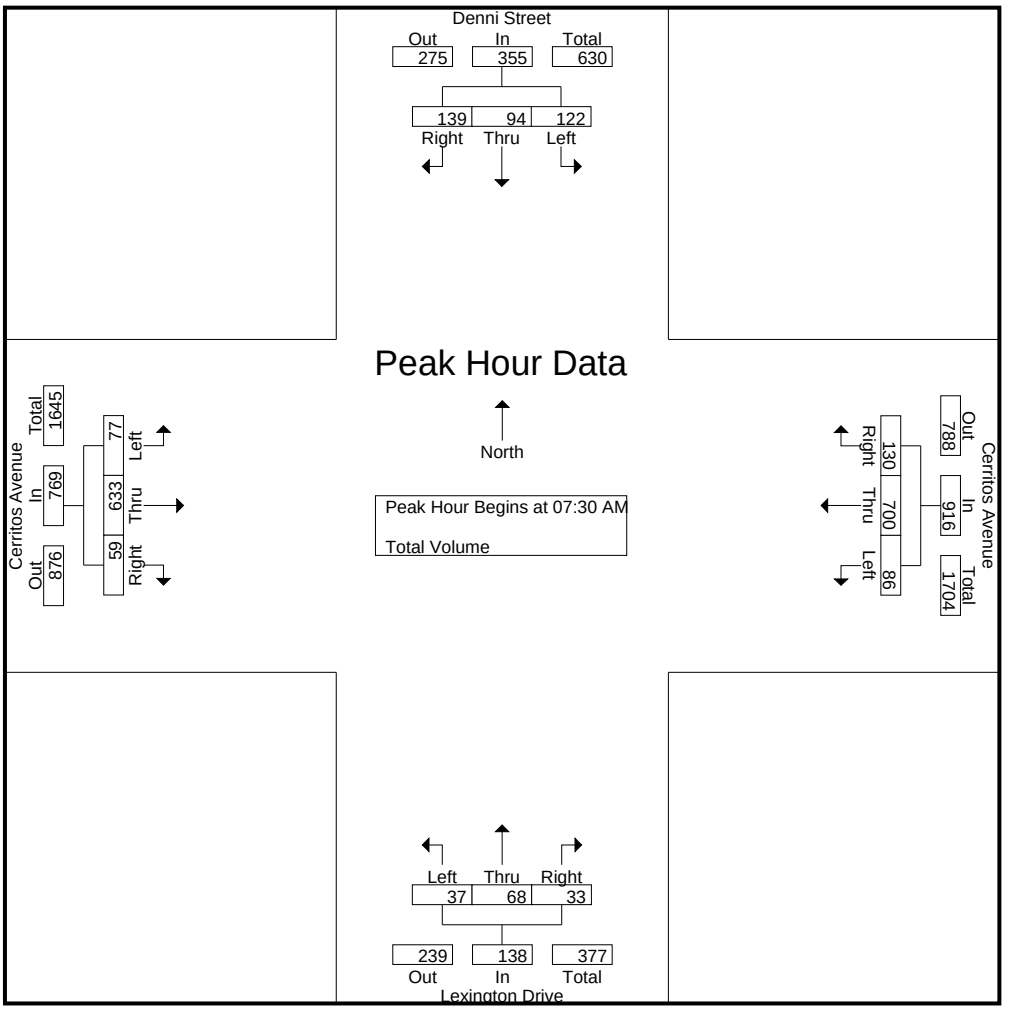
	Denni Street Southbound				Cerritos Avenue Westbound				Lexington Drive Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	15	9	20	44	18	141	9	168	4	3	5	12	7	102	13	122	346
07:15 AM	21	12	21	54	15	175	15	205	9	6	7	22	5	95	10	110	391
07:30 AM	21	20	28	69	23	227	12	262	8	10	9	27	10	136	14	160	518
07:45 AM	34	28	25	87	27	135	35	197	16	17	9	42	17	167	17	201	527
Total	91	69	94	254	83	678	71	832	37	36	30	103	39	500	54	593	1782
08:00 AM	31	20	44	95	20	170	42	232	5	20	10	35	22	156	14	192	554
08:15 AM	36	26	42	104	16	168	41	225	8	21	5	34	28	174	14	216	579
08:30 AM	31	18	42	91	11	156	29	196	9	8	10	27	27	141	29	197	511
08:45 AM	34	20	26	80	13	165	22	200	3	11	11	25	6	171	5	182	487
Total	132	84	154	370	60	659	134	853	25	60	36	121	83	642	62	787	2131
Grand Total	223	153	248	624	143	1337	205	1685	62	96	66	224	122	1142	116	1380	3913
Apprch %	35.7	24.5	39.7		8.5	79.3	12.2		27.7	42.9	29.5		8.8	82.8	8.4		
Total %	5.7	3.9	6.3	15.9	3.7	34.2	5.2	43.1	1.6	2.5	1.7	5.7	3.1	29.2	3	35.3	

	Denni Street Southbound				Cerritos Avenue Westbound				Lexington Drive Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	21	20	28	69	23	**227**	12	**262**	8	10	9	27	10	136	14	160	518
07:45 AM	34	**28**	25	87	**27**	135	35	197	**16**	17	9	**42**	17	167	**17**	201	527
08:00 AM	31	20	**44**	95	20	170	**42**	232	5	20	**10**	35	22	156	14	192	554
08:15 AM	**36**	26	42	**104**	16	168	41	225	8	**21**	5	34	**28**	**174**	14	**216**	**579**
Total Volume	122	94	139	355	86	700	130	916	37	68	33	138	77	633	59	769	2178
% App. Total	34.4	26.5	39.2		9.4	76.4	14.2		26.8	49.3	23.9		10	82.3	7.7		
PHF	.847	.839	.790	.853	.796	.771	.774	.874	.578	.810	.825	.821	.688	.909	.868	.890	.940

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City of Cypress
N/S: Denni Street/Lexington Drive
E/W: Cerritos Avenue
Weather: Clear

File Name : 15_CYP_Denni_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM				07:30 AM				07:30 AM				07:45 AM			
+0 mins.	34	**28**	25	87	23	**227**	12	**262**	8	10	9	27	17	167	17	201
+15 mins.	31	20	**44**	95	**27**	135	35	197	**16**	17	9	**42**	22	156	14	192
+30 mins.	**36**	26	42	**104**	20	170	**42**	232	5	20	**10**	35	**28**	**174**	14	**216**
+45 mins.	31	18	42	91	16	168	41	225	8	**21**	5	34	27	141	**29**	197
Total Volume	132	92	153	377	86	700	130	916	37	68	33	138	94	638	74	806
% App. Total	35	24.4	40.6		9.4	76.4	14.2		26.8	49.3	23.9		11.7	79.2	9.2	
PHF	.917	.821	.869	.906	.796	.771	.774	.874	.578	.810	.825	.821	.839	.917	.638	.933

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City of Cypress
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File Name : 15_CYP_Denni_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

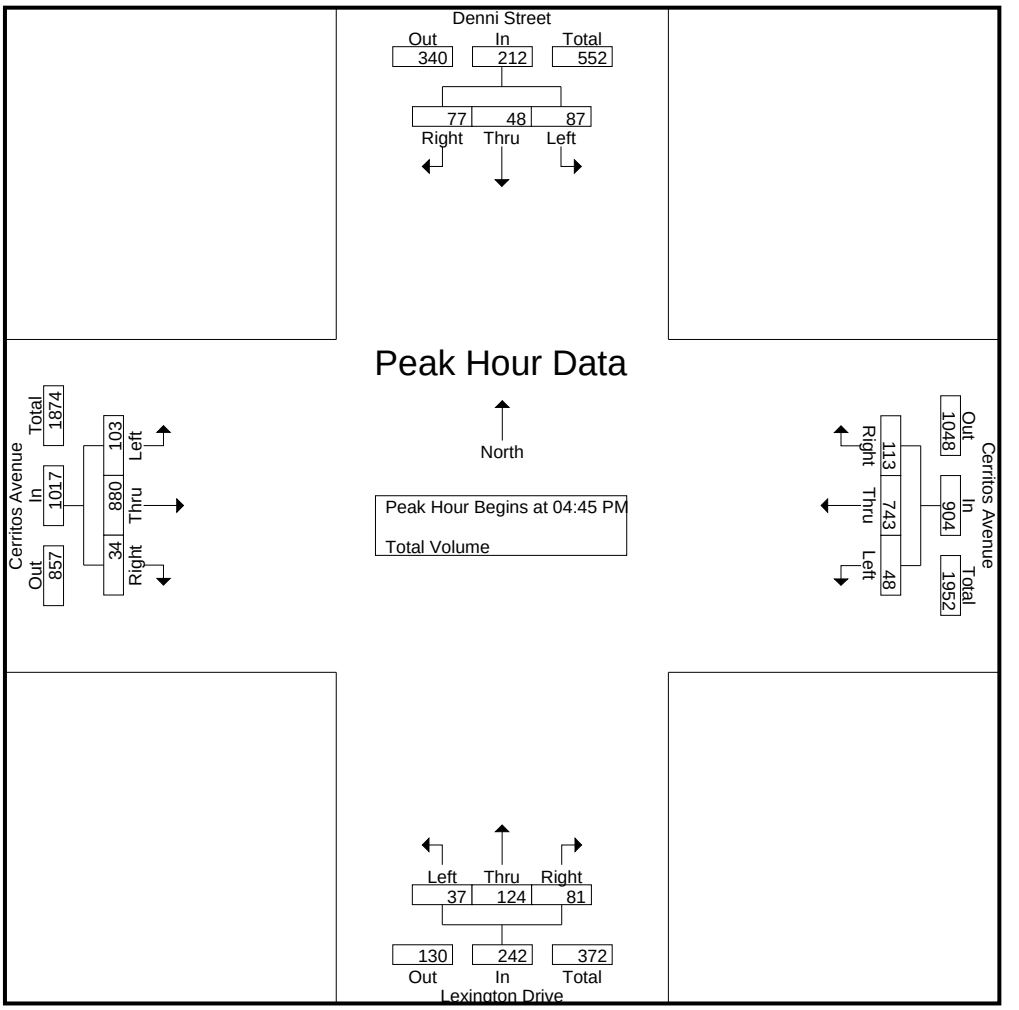
	Denni Street Southbound				Cerritos Avenue Westbound				Lexington Drive Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	21	10	20	51	8	176	24	208	12	26	30	68	25	223	5	253	580
04:15 PM	23	15	23	61	19	170	30	219	9	22	22	53	22	222	4	248	581
04:30 PM	27	17	16	60	13	158	28	199	11	32	24	67	29	218	6	253	579
04:45 PM	20	13	15	48	11	188	29	228	6	25	22	53	26	224	6	256	585
Total	91	55	74	220	51	692	111	854	38	105	98	241	102	887	21	1010	2325
05:00 PM	27	4	16	47	14	207	21	242	6	27	24	57	28	220	7	255	601
05:15 PM	22	13	21	56	7	182	35	224	13	36	14	63	20	226	9	255	598
05:30 PM	18	18	25	61	16	166	28	210	12	36	21	69	29	210	12	251	591
05:45 PM	19	15	17	51	12	167	32	211	6	23	12	41	27	157	11	195	498
Total	86	50	79	215	49	722	116	887	37	122	71	230	104	813	39	956	2288
Grand Total	177	105	153	435	100	1414	227	1741	75	227	169	471	206	1700	60	1966	4613
Apprch %	40.7	24.1	35.2		5.7	81.2	13		15.9	48.2	35.9		10.5	86.5	3.1		
Total %	3.8	2.3	3.3	9.4	2.2	30.7	4.9	37.7	1.6	4.9	3.7	10.2	4.5	36.9	1.3	42.6	

	Denni Street Southbound				Cerritos Avenue Westbound				Lexington Drive Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	20	13	15	48	11	188	29	228	6	25	22	53	26	224	6	**256**	585
05:00 PM	**27**	4	16	47	14	**207**	21	**242**	6	27	**24**	57	28	220	7	255	**601**
05:15 PM	22	13	21	56	7	182	**35**	224	**13**	**36**	14	63	20	**226**	9	255	598
05:30 PM	18	**18**	**25**	**61**	**16**	166	28	210	12	36	21	**69**	**29**	210	**12**	251	591
Total Volume	87	48	77	212	48	743	113	904	37	124	81	242	103	880	34	1017	2375
% App. Total	41	22.6	36.3		5.3	82.2	12.5		15.3	51.2	33.5		10.1	86.5	3.3		
PHF	.806	.667	.770	.869	.750	.897	.807	.934	.712	.861	.844	.877	.888	.973	.708	.993	.988

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City of Cypress
N/S: Denni Street/Lexington Drive
E/W: Cerritos Avenue
Weather: Clear

File Name : 15_CYP_Denni_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				04:45 PM				04:45 PM				04:30 PM			
+0 mins.	21	10	20	51	11	188	29	228	6	25	22	53	**29**	218	6	253
+15 mins.	23	15	**23**	**61**	14	**207**	21	**242**	6	27	**24**	57	26	224	6	**256**
+30 mins.	**27**	**17**	16	60	7	182	**35**	224	**13**	**36**	14	63	28	220	7	255
+45 mins.	20	13	15	48	**16**	166	28	210	12	36	21	**69**	20	**226**	**9**	255
Total Volume	91	55	74	220	48	743	113	904	37	124	81	242	103	888	28	1019
% App. Total	41.4	25	33.6		5.3	82.2	12.5		15.3	51.2	33.5		10.1	87.1	2.7	
PHF	.843	.809	.804	.902	.750	.897	.807	.934	.712	.861	.844	.877	.888	.982	.778	.995

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City of Cypress
N/S: Moody Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 16_CYP_Moody_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

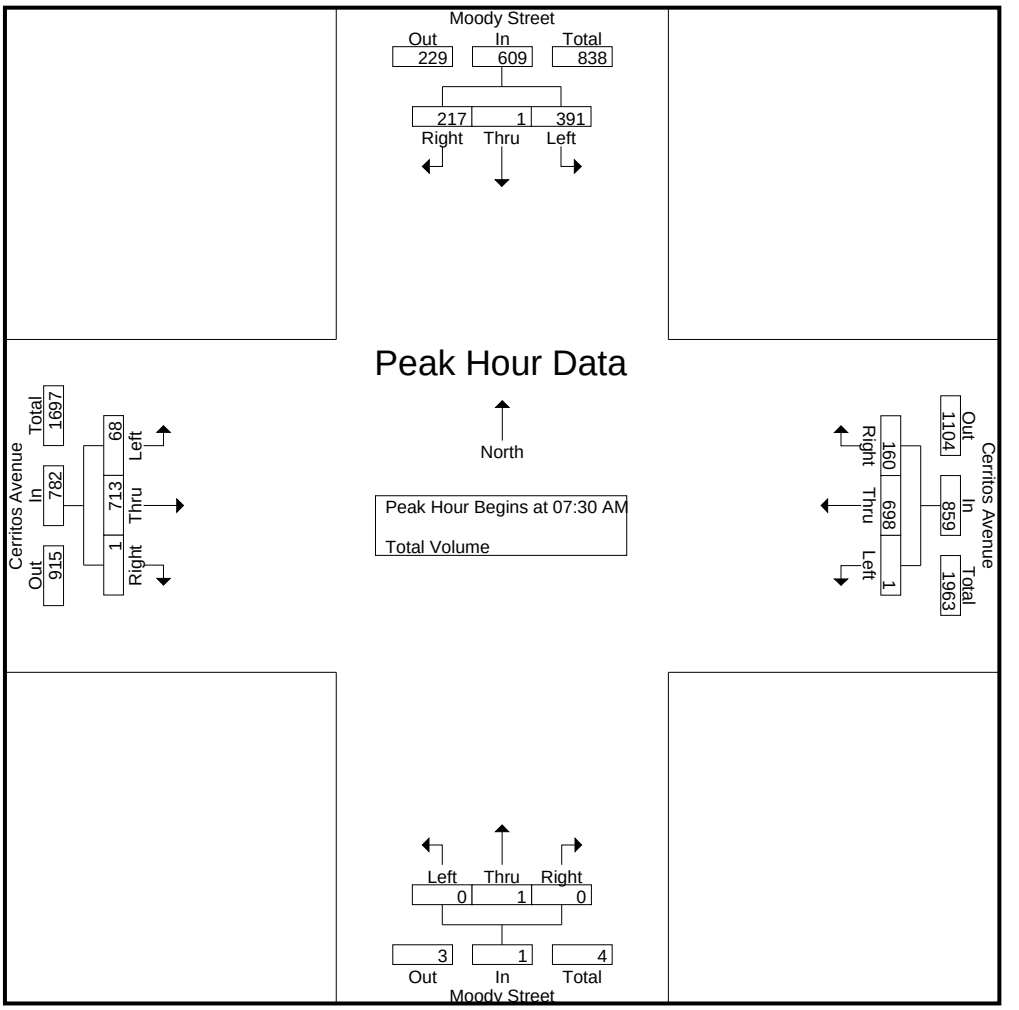
	Moody Street Southbound				Cerritos Avenue Westbound				Moody Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	70	0	35	105	0	125	19	144	0	0	0	0	16	104	0	120	369
07:15 AM	56	0	34	90	0	195	26	221	1	0	1	2	12	123	0	135	448
07:30 AM	82	0	50	132	0	195	33	228	0	0	0	0	22	142	0	164	524
07:45 AM	100	0	53	153	1	167	37	205	0	0	0	0	20	197	0	217	575
Total	308	0	172	480	1	682	115	798	1	0	1	2	70	566	0	636	1916
08:00 AM	102	0	68	170	0	166	41	207	0	1	0	1	16	194	0	210	588
08:15 AM	107	1	46	154	0	170	49	219	0	0	0	0	10	180	1	191	564
08:30 AM	79	1	36	116	0	170	37	207	0	0	0	0	21	179	1	201	524
08:45 AM	61	1	46	108	1	152	22	175	0	0	0	0	24	198	0	222	505
Total	349	3	196	548	1	658	149	808	0	1	0	1	71	751	2	824	2181
Grand Total	657	3	368	1028	2	1340	264	1606	1	1	1	3	141	1317	2	1460	4097
Apprch %	63.9	0.3	35.8		0.1	83.4	16.4		33.3	33.3	33.3		9.7	90.2	0.1		
Total %	16	0.1	9	25.1	0	32.7	6.4	39.2	0	0	0	0.1	3.4	32.1	0	35.6	

	Moody Street Southbound				Cerritos Avenue Westbound				Moody Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	82	0	50	132	0	**195**	33	**228**	0	0	0	0	**22**	142	0	164	524
07:45 AM	100	0	53	153	**1**	167	37	205	0	0	0	0	20	**197**	0	**217**	575
08:00 AM	102	0	**68**	**170**	0	166	41	207	0	**1**	0	**1**	16	194	0	210	**588**
08:15 AM	**107**	**1**	46	154	0	170	**49**	219	0	0	0	0	10	180	**1**	191	564
Total Volume	391	1	217	609	1	698	160	859	0	1	0	1	68	713	1	782	2251
% App. Total	64.2	0.2	35.6		0.1	81.3	18.6		0	100	0		8.7	91.2	0.1		
PHF	.914	.250	.798	.896	.250	.895	.816	.942	.000	.250	.000	.250	.773	.905	.250	.901	.957

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City of Cypress
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Weather: Clear

File Name : 16_CYP_Moody_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				07:15 AM				08:00 AM			
+0 mins.	82	0	50	132	0	**195**	26	221	**1**	0	**1**	**2**	16	194	0	210
+15 mins.	100	0	53	153	0	195	33	**228**	0	0	0	0	10	180	**1**	191
+30 mins.	102	0	**68**	**170**	**1**	167	37	205	0	0	0	0	21	179	1	201
+45 mins.	**107**	**1**	46	154	0	166	**41**	207	0	**1**	0	1	**24**	**198**	0	**222**
Total Volume	391	1	217	609	1	723	137	861	1	1	1	3	71	751	2	824
% App. Total	64.2	0.2	35.6		0.1	84	15.9		33.3	33.3	33.3		8.6	91.1	0.2	
PHF	.914	.250	.798	.896	.250	.927	.835	.944	.250	.250	.250	.375	.740	.948	.500	.928

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City of Cypress
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Weather: Clear

File Name : 16_CYP_Moody_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

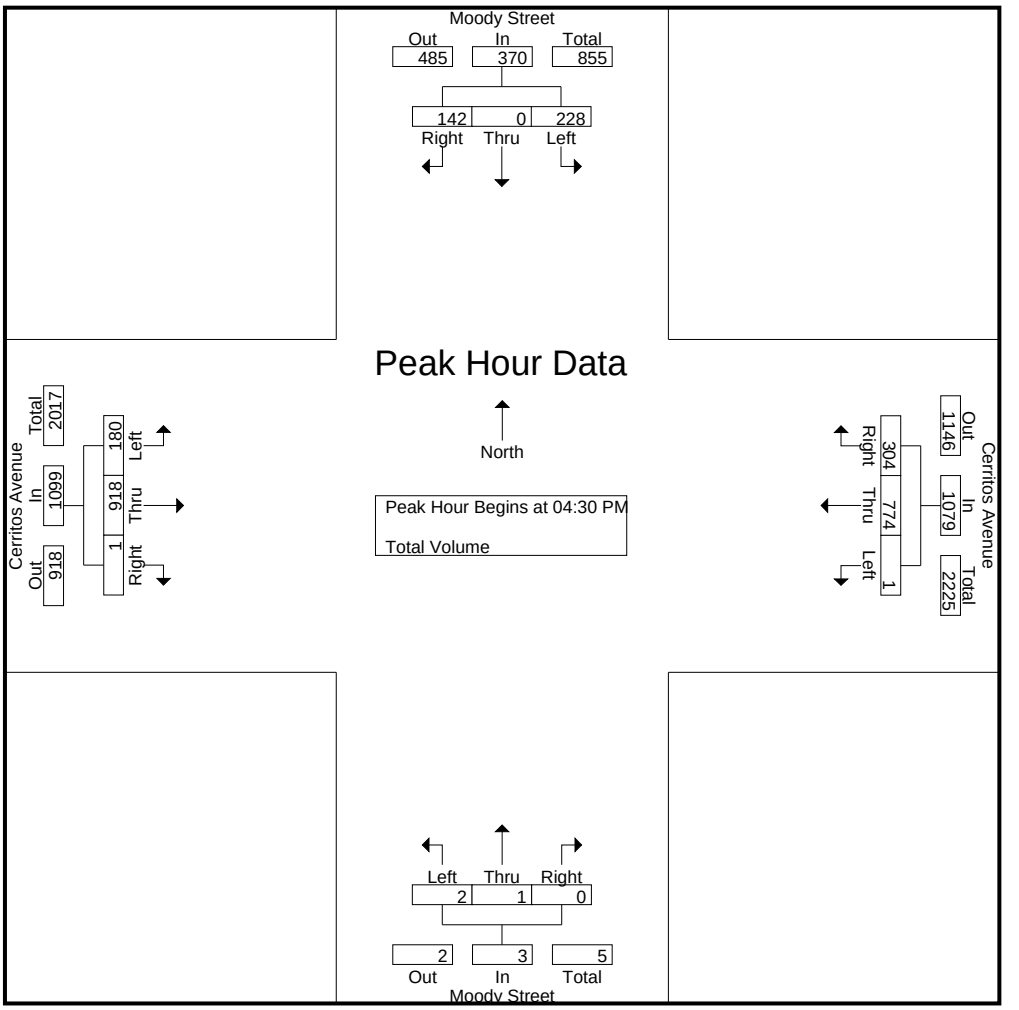
	Moody Street Southbound				Cerritos Avenue Westbound				Moody Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	72	0	26	98	1	178	64	243	1	0	0	1	31	235	0	266	608
04:15 PM	54	0	37	91	0	168	69	237	0	0	0	0	49	199	0	248	576
04:30 PM	57	0	35	92	0	169	70	239	0	0	0	0	43	250	0	293	624
04:45 PM	48	0	35	83	0	203	67	270	0	0	0	0	48	202	0	250	603
Total	231	0	133	364	1	718	270	989	1	0	0	1	171	886	0	1057	2411
05:00 PM	59	0	31	90	0	202	87	289	2	1	0	3	45	226	1	272	654
05:15 PM	64	0	41	105	1	200	80	281	0	0	0	0	44	240	0	284	670
05:30 PM	76	0	32	108	0	186	63	249	1	1	0	2	38	195	3	236	595
05:45 PM	54	0	41	95	1	196	75	272	0	0	1	1	42	168	0	210	578
Total	253	0	145	398	2	784	305	1091	3	2	1	6	169	829	4	1002	2497
Grand Total	484	0	278	762	3	1502	575	2080	4	2	1	7	340	1715	4	2059	4908
Apprch %	63.5	0	36.5		0.1	72.2	27.6		57.1	28.6	14.3		16.5	83.3	0.2		
Total %	9.9	0	5.7	15.5	0.1	30.6	11.7	42.4	0.1	0	0	0.1	6.9	34.9	0.1	42	

	Moody Street Southbound				Cerritos Avenue Westbound				Moody Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	57	0	35	92	0	169	70	239	0	0	0	0	43	**250**	0	**293**	624
04:45 PM	48	0	35	83	0	**203**	67	270	0	0	0	0	**48**	202	0	250	603
05:00 PM	59	0	31	90	0	202	**87**	**289**	**2**	**1**	0	**3**	45	226	**1**	272	654
05:15 PM	**64**	0	**41**	**105**	**1**	200	80	281	0	0	0	0	44	240	0	284	**670**
Total Volume	228	0	142	370	1	774	304	1079	2	1	0	3	180	918	1	1099	2551
% App. Total	61.6	0	38.4		0.1	71.7	28.2		66.7	33.3	0		16.4	83.5	0.1		
PHF	.891	.000	.866	.881	.250	.953	.874	.933	.250	.250	.000	.250	.938	.918	.250	.938	.952

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File Name : 16_CYP_Moody_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				05:00 PM				05:00 PM				04:30 PM			
+0 mins.	59	0	31	90	0	**202**	**87**	**289**	**2**	**1**	0	**3**	43	**250**	0	**293**
+15 mins.	64	0	**41**	105	**1**	200	80	281	0	0	0	0	**48**	202	0	250
+30 mins.	**76**	0	32	**108**	0	186	63	249	1	1	0	2	45	226	**1**	272
+45 mins.	54	0	41	95	1	196	75	272	0	0	**1**	1	44	240	0	284
Total Volume	253	0	145	398	2	784	305	1091	3	2	1	6	180	918	1	1099
% App. Total	63.6	0	36.4		0.2	71.9	28		50	33.3	16.7		16.4	83.5	0.1	
PHF	.832	.000	.884	.921	.500	.970	.876	.944	.375	.500	.250	.500	.938	.918	.250	.938

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City of Cypress
N/S: Walker Street
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Weather: Clear

File Name : 17_CYP_Walker_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

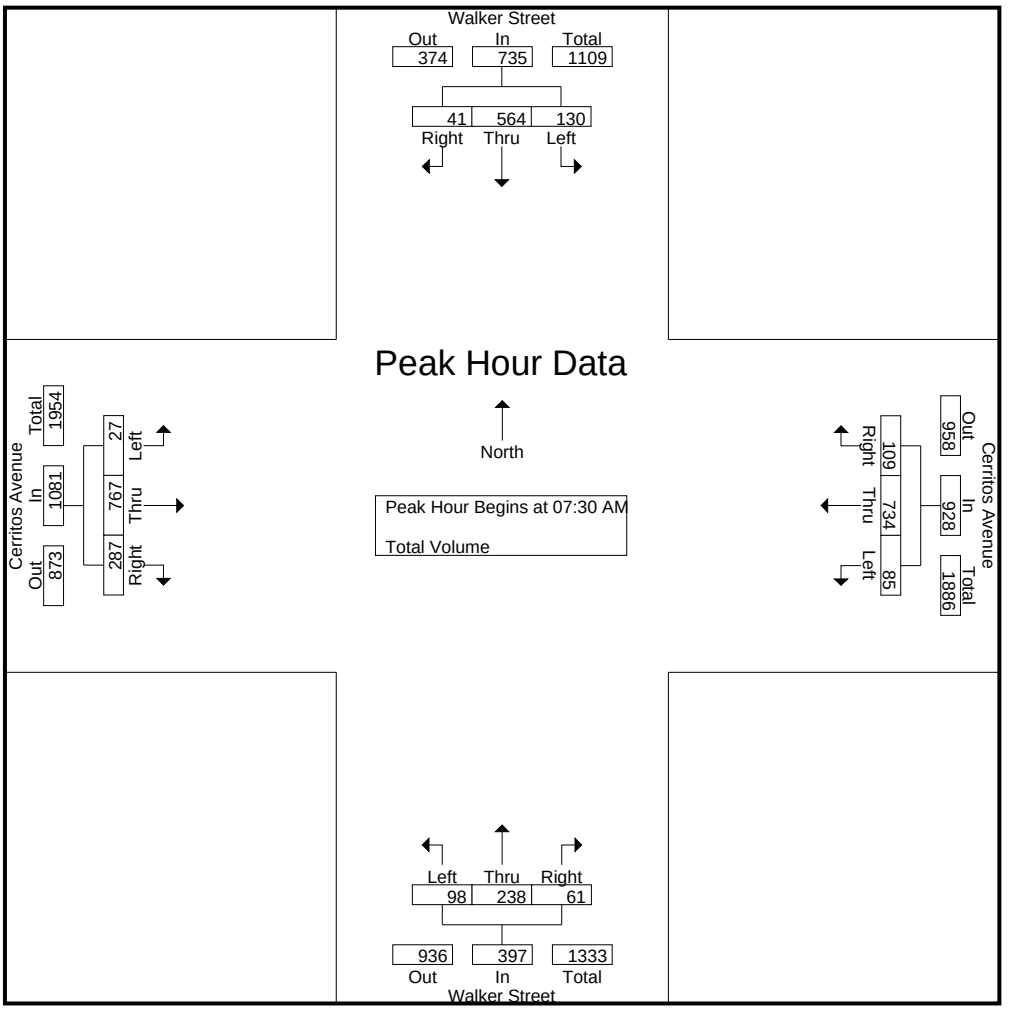
	Walker Street Southbound				Cerritos Avenue Westbound				Walker Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	22	108	9	139	9	120	12	141	16	35	17	68	4	131	46	181	529
07:15 AM	21	86	11	118	22	193	12	227	17	43	13	73	1	133	49	183	601
07:30 AM	32	146	12	190	24	187	16	227	25	54	15	94	2	136	78	216	727
07:45 AM	26	141	9	176	25	176	32	233	19	44	13	76	7	201	88	296	781
Total	101	481	41	623	80	676	72	828	77	176	58	311	14	601	261	876	2638
08:00 AM	41	148	11	200	15	169	24	208	25	81	18	124	7	213	69	289	821
08:15 AM	31	129	9	169	21	202	37	260	29	59	15	103	11	217	52	280	812
08:30 AM	27	131	10	168	20	165	19	204	27	57	13	97	5	192	61	258	727
08:45 AM	25	99	10	134	25	161	19	205	16	35	20	71	4	168	74	246	656
Total	124	507	40	671	81	697	99	877	97	232	66	395	27	790	256	1073	3016
Grand Total	225	988	81	1294	161	1373	171	1705	174	408	124	706	41	1391	517	1949	5654
Apprch %	17.4	76.4	6.3		9.4	80.5	10		24.6	57.8	17.6		2.1	71.4	26.5		
Total %	4	17.5	1.4	22.9	2.8	24.3	3	30.2	3.1	7.2	2.2	12.5	0.7	24.6	9.1	34.5	

	Walker Street Southbound				Cerritos Avenue Westbound				Walker Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	32	146	**12**	190	24	187	16	227	25	54	15	94	2	136	78	216	727
07:45 AM	26	141	9	176	**25**	176	32	233	19	44	13	76	7	201	**88**	**296**	781
08:00 AM	**41**	**148**	11	**200**	15	169	24	208	25	**81**	**18**	**124**	7	213	69	289	**821**
08:15 AM	31	129	9	169	21	**202**	**37**	**260**	**29**	59	15	103	**11**	**217**	52	280	812
Total Volume	130	564	41	735	85	734	109	928	98	238	61	397	27	767	287	1081	3141
% App. Total	17.7	76.7	5.6		9.2	79.1	11.7		24.7	59.9	15.4		2.5	71	26.5		
PHF	.793	.953	.854	.919	.850	.908	.736	.892	.845	.735	.847	.800	.614	.884	.815	.913	.956

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City of Cypress
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Weather: Clear

File Name : 17_CYP_Walker_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:30 AM				07:45 AM				07:45 AM			
+0 mins.	32	146	**12**	190	24	187	16	227	19	44	13	76	7	201	**88**	**296**
+15 mins.	26	141	9	176	**25**	176	32	233	25	**81**	**18**	**124**	7	213	69	289
+30 mins.	**41**	**148**	11	**200**	15	169	24	208	**29**	59	15	103	**11**	**217**	52	280
+45 mins.	31	129	9	169	21	**202**	**37**	**260**	27	57	13	97	5	192	61	258
Total Volume	130	564	41	735	85	734	109	928	100	241	59	400	30	823	270	1123
% App. Total	17.7	76.7	5.6		9.2	79.1	11.7		25	60.2	14.8		2.7	73.3	24	
PHF	.793	.953	.854	.919	.850	.908	.736	.892	.862	.744	.819	.806	.682	.948	.767	.948

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City of Cypress
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Weather: Clear

File Name : 17_CYP_Walker_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

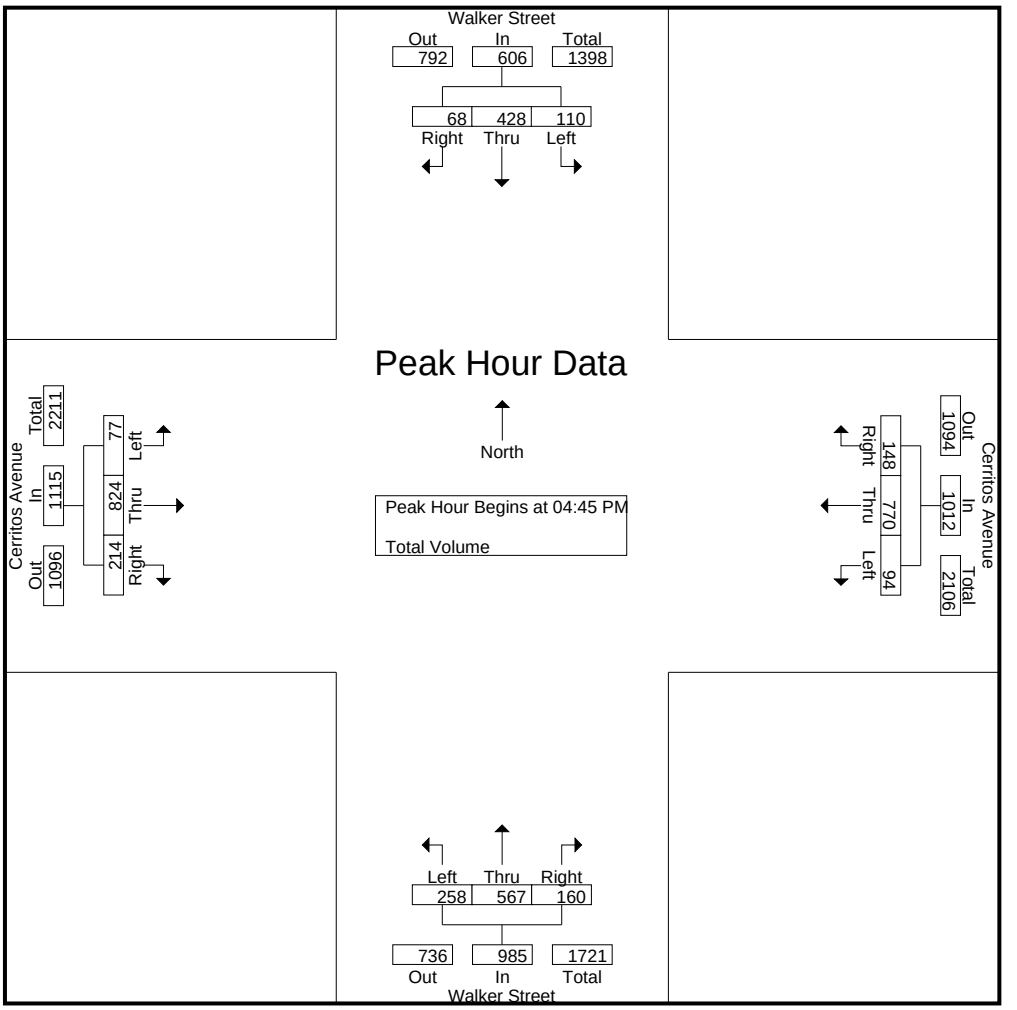
	Walker Street Southbound				Cerritos Avenue Westbound				Walker Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	40	112	12	164	21	166	34	221	69	144	40	253	15	221	57	293	931
04:15 PM	19	90	10	119	15	183	30	228	44	121	35	200	13	215	48	276	823
04:30 PM	33	108	8	149	24	179	32	235	61	125	32	218	12	220	42	274	876
04:45 PM	29	115	12	156	24	199	29	252	53	133	36	222	11	198	51	260	890
Total	121	425	42	588	84	727	125	936	227	523	143	893	51	854	198	1103	3520
05:00 PM	26	106	24	156	16	183	35	234	88	144	49	281	26	220	54	300	971
05:15 PM	32	95	11	138	28	215	41	284	52	142	41	235	22	212	53	287	944
05:30 PM	23	112	21	156	26	173	43	242	65	148	34	247	18	194	56	268	913
05:45 PM	24	106	19	149	18	189	27	234	59	117	31	207	10	177	43	230	820
Total	105	419	75	599	88	760	146	994	264	551	155	970	76	803	206	1085	3648
Grand Total	226	844	117	1187	172	1487	271	1930	491	1074	298	1863	127	1657	404	2188	7168
Apprch %	19	71.1	9.9		8.9	77	14		26.4	57.6	16		5.8	75.7	18.5		
Total %	3.2	11.8	1.6	16.6	2.4	20.7	3.8	26.9	6.8	15	4.2	26	1.8	23.1	5.6	30.5	

	Walker Street Southbound				Cerritos Avenue Westbound				Walker Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	29	**115**	12	**156**	24	199	29	252	53	133	36	222	11	198	51	260	890
05:00 PM	26	106	**24**	156	16	183	35	234	**88**	144	**49**	**281**	**26**	**220**	54	**300**	**971**
05:15 PM	**32**	95	11	138	**28**	**215**	41	**284**	52	142	41	235	22	212	53	287	944
05:30 PM	23	112	21	156	26	173	**43**	242	65	**148**	34	247	18	194	**56**	268	913
Total Volume	110	428	68	606	94	770	148	1012	258	567	160	985	77	824	214	1115	3718
% App. Total	18.2	70.6	11.2		9.3	76.1	14.6		26.2	57.6	16.2		6.9	73.9	19.2		
PHF	.859	.930	.708	.971	.839	.895	.860	.891	.733	.958	.816	.876	.740	.936	.955	.929	.957

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City of Cypress
N/S: Walker Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 17_CYP_Walker_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:45 PM				04:45 PM				04:30 PM			
+0 mins.	29	**115**	12	**156**	24	199	29	252	53	133	36	222	12	**220**	42	274
+15 mins.	26	106	**24**	156	16	183	35	234	**88**	144	**49**	**281**	11	198	51	260
+30 mins.	**32**	95	11	138	**28**	**215**	41	**284**	52	142	41	235	**26**	220	**54**	**300**
+45 mins.	23	112	21	156	26	173	**43**	242	65	**148**	34	247	22	212	53	287
Total Volume	110	428	68	606	94	770	148	1012	258	567	160	985	71	850	200	1121
% App. Total	18.2	70.6	11.2		9.3	76.1	14.6		26.2	57.6	16.2		6.3	75.8	17.8	
PHF	.859	.930	.708	.971	.839	.895	.860	.891	.733	.958	.816	.876	.683	.966	.926	.934

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City of Cypress
N/S: Valley View Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 18_CYP_Valley_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

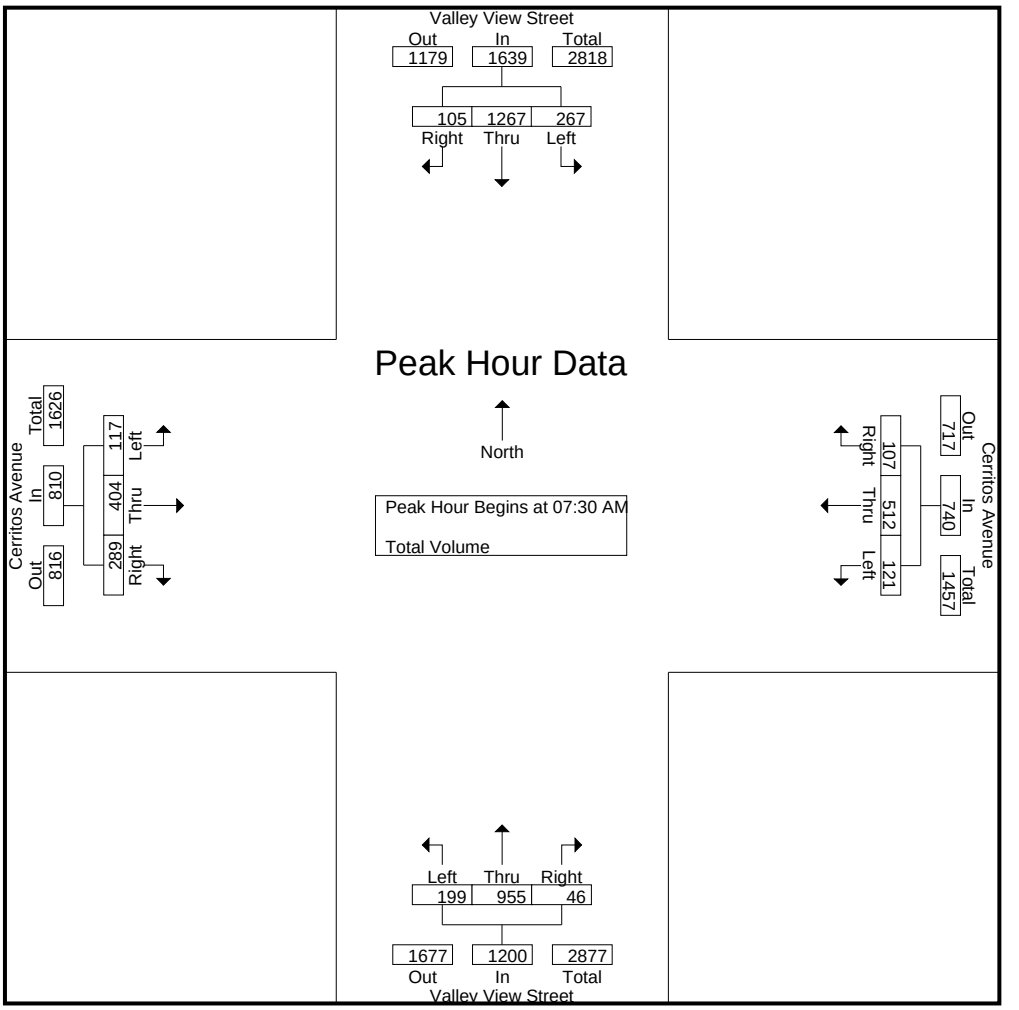
	Valley View Street Southbound				Cerritos Avenue Westbound				Valley View Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	40	264	16	320	20	87	18	125	30	165	8	203	17	75	64	156	804
07:15 AM	52	281	22	355	19	125	28	172	61	220	8	289	25	68	45	138	954
07:30 AM	52	324	21	397	38	139	20	197	43	221	16	280	29	75	60	164	1038
07:45 AM	67	368	29	464	35	106	20	161	61	268	9	338	25	80	73	178	1141
Total	211	1237	88	1536	112	457	86	655	195	874	41	1110	96	298	242	636	3937
08:00 AM	68	239	19	326	26	154	41	221	45	249	7	301	29	128	83	240	1088
08:15 AM	80	336	36	452	22	113	26	161	50	217	14	281	34	121	73	228	1122
08:30 AM	60	249	21	330	27	112	32	171	48	171	12	231	31	125	73	229	961
08:45 AM	53	264	25	342	21	109	29	159	44	241	13	298	31	73	55	159	958
Total	261	1088	101	1450	96	488	128	712	187	878	46	1111	125	447	284	856	4129
Grand Total	472	2325	189	2986	208	945	214	1367	382	1752	87	2221	221	745	526	1492	8066
Apprch %	15.8	77.9	6.3		15.2	69.1	15.7		17.2	78.9	3.9		14.8	49.9	35.3		
Total %	5.9	28.8	2.3	37	2.6	11.7	2.7	16.9	4.7	21.7	1.1	27.5	2.7	9.2	6.5	18.5	

	Valley View Street Southbound				Cerritos Avenue Westbound				Valley View Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	52	324	21	397	**38**	139	20	197	43	221	**16**	280	29	75	60	164	1038
07:45 AM	67	**368**	29	**464**	35	106	20	161	**61**	**268**	9	**338**	25	80	73	178	**1141**
08:00 AM	68	239	19	326	26	**154**	**41**	**221**	45	249	7	301	29	**128**	**83**	**240**	1088
08:15 AM	**80**	336	**36**	452	22	113	26	161	50	217	14	281	**34**	121	73	228	1122
Total Volume	267	1267	105	1639	121	512	107	740	199	955	46	1200	117	404	289	810	4389
% App. Total	16.3	77.3	6.4		16.4	69.2	14.5		16.6	79.6	3.8		14.4	49.9	35.7		
PHF	.834	.861	.729	.883	.796	.831	.652	.837	.816	.891	.719	.888	.860	.789	.870	.844	.962

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City of Cypress
N/S: Valley View Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 18_CYP_Valley_Cerritos AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				07:15 AM				07:45 AM			
+0 mins.	52	324	21	397	19	125	28	172	**61**	220	8	289	25	80	73	178
+15 mins.	67	**368**	29	**464**	**38**	139	20	197	43	221	**16**	280	29	**128**	**83**	**240**
+30 mins.	68	239	19	326	35	106	20	161	61	**268**	9	**338**	**34**	121	73	228
+45 mins.	**80**	336	**36**	452	26	**154**	**41**	**221**	45	249	7	301	31	125	73	229
Total Volume	267	1267	105	1639	118	524	109	751	210	958	40	1208	119	454	302	875
% App. Total	16.3	77.3	6.4		15.7	69.8	14.5		17.4	79.3	3.3		13.6	51.9	34.5	
PHF	.834	.861	.729	.883	.776	.851	.665	.850	.861	.894	.625	.893	.875	.887	.910	.911

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City of Cypress
N/S: Valley View Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 18_CYP_Valley_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

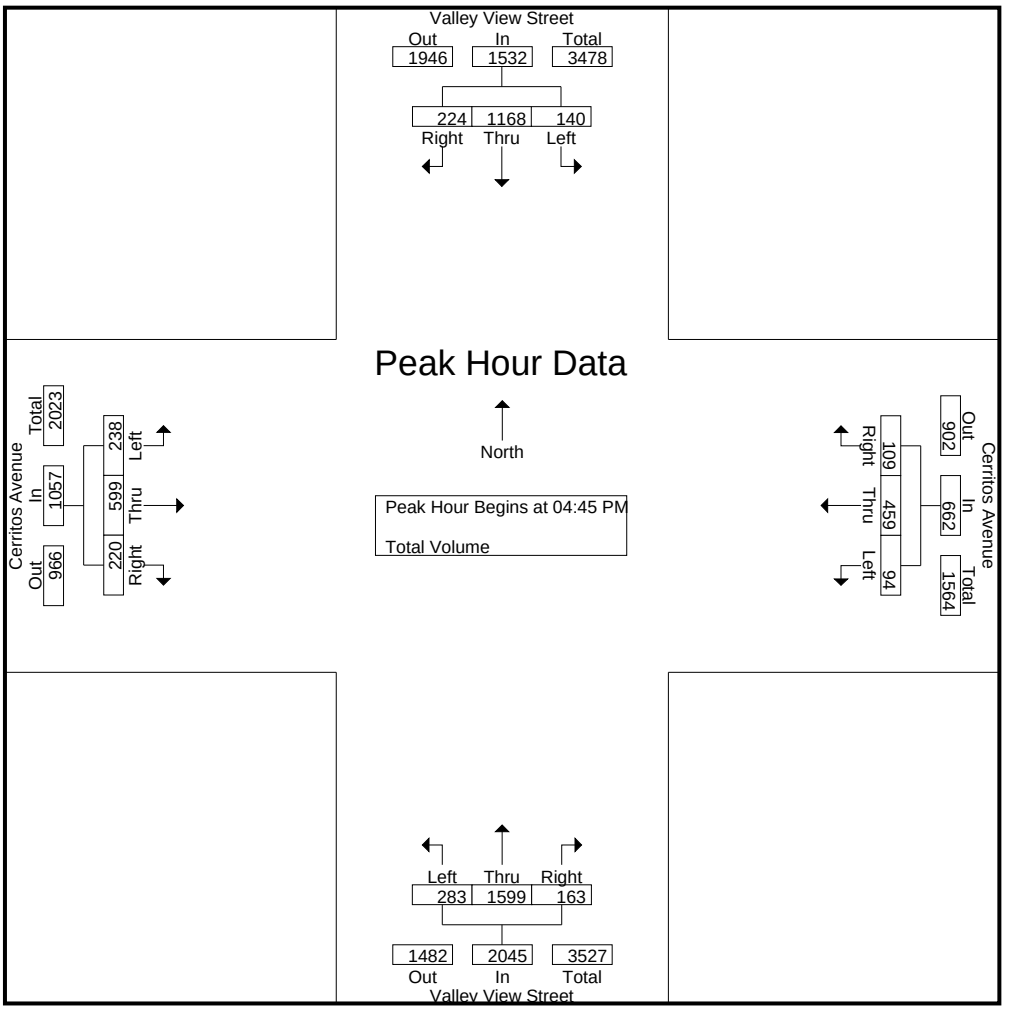
	Valley View Street Southbound				Cerritos Avenue Westbound				Valley View Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	33	235	45	313	19	129	17	165	51	287	27	365	74	159	52	285	1128
04:15 PM	35	252	54	341	21	94	25	140	66	401	35	502	49	127	51	227	1210
04:30 PM	36	270	45	351	22	112	36	170	72	346	40	458	65	168	53	286	1265
04:45 PM	43	316	61	420	29	97	32	158	70	385	38	493	48	129	50	227	1298
Total	147	1073	205	1425	91	432	110	633	259	1419	140	1818	236	583	206	1025	4901
05:00 PM	39	283	52	374	23	134	29	186	62	380	42	484	68	174	48	290	1334
05:15 PM	32	311	58	401	18	115	24	157	75	430	47	552	60	150	36	246	1356
05:30 PM	26	258	53	337	24	113	24	161	76	404	36	516	62	146	86	294	1308
05:45 PM	31	244	45	320	27	110	27	164	82	427	35	544	39	119	41	199	1227
Total	128	1096	208	1432	92	472	104	668	295	1641	160	2096	229	589	211	1029	5225
Grand Total	275	2169	413	2857	183	904	214	1301	554	3060	300	3914	465	1172	417	2054	10126
Apprch %	9.6	75.9	14.5		14.1	69.5	16.4		14.2	78.2	7.7		22.6	57.1	20.3		
Total %	2.7	21.4	4.1	28.2	1.8	8.9	2.1	12.8	5.5	30.2	3	38.7	4.6	11.6	4.1	20.3	

	Valley View Street Southbound				Cerritos Avenue Westbound				Valley View Street Northbound				Cerritos Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**43**	**316**	**61**	**420**	**29**	97	**32**	158	70	385	38	493	48	129	50	227	1298
05:00 PM	39	283	52	374	23	**134**	29	**186**	62	380	42	484	**68**	**174**	48	290	1334
05:15 PM	32	311	58	401	18	115	24	157	75	**430**	**47**	**552**	60	150	36	246	**1356**
05:30 PM	26	258	53	337	24	113	24	161	**76**	404	36	516	62	146	**86**	**294**	1308
Total Volume	140	1168	224	1532	94	459	109	662	283	1599	163	2045	238	599	220	1057	5296
% App. Total	9.1	76.2	14.6		14.2	69.3	16.5		13.8	78.2	8		22.5	56.7	20.8		
PHF	.814	.924	.918	.912	.810	.856	.852	.890	.931	.930	.867	.926	.875	.861	.640	.899	.976

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City of Cypress
N/S: Valley View Street
E/W: Cerritos Avenue
Weather: Clear

File Name : 18_CYP_Valley_Cerritos PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:30 PM				04:30 PM				05:00 PM				04:45 PM			
+0 mins.	36	270	45	351	22	112	**36**	170	62	380	42	484	48	129	50	227
+15 mins.	**43**	**316**	**61**	**420**	**29**	97	32	158	75	**430**	**47**	**552**	**68**	**174**	48	290
+30 mins.	39	283	52	374	23	**134**	29	**186**	76	404	36	516	60	150	36	246
+45 mins.	32	311	58	401	18	115	24	157	**82**	427	35	544	62	146	**86**	**294**
Total Volume	150	1180	216	1546	92	458	121	671	295	1641	160	2096	238	599	220	1057
% App. Total	9.7	76.3	14		13.7	68.3	18		14.1	78.3	7.6		22.5	56.7	20.8	
PHF	.872	.934	.885	.920	.793	.854	.840	.902	.899	.954	.851	.949	.875	.861	.640	.899

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City of Cypress
N/S: Lexington Drive
E/W: Katella Avenue
Weather: Clear

File Name : 19_CYP_Lexington_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

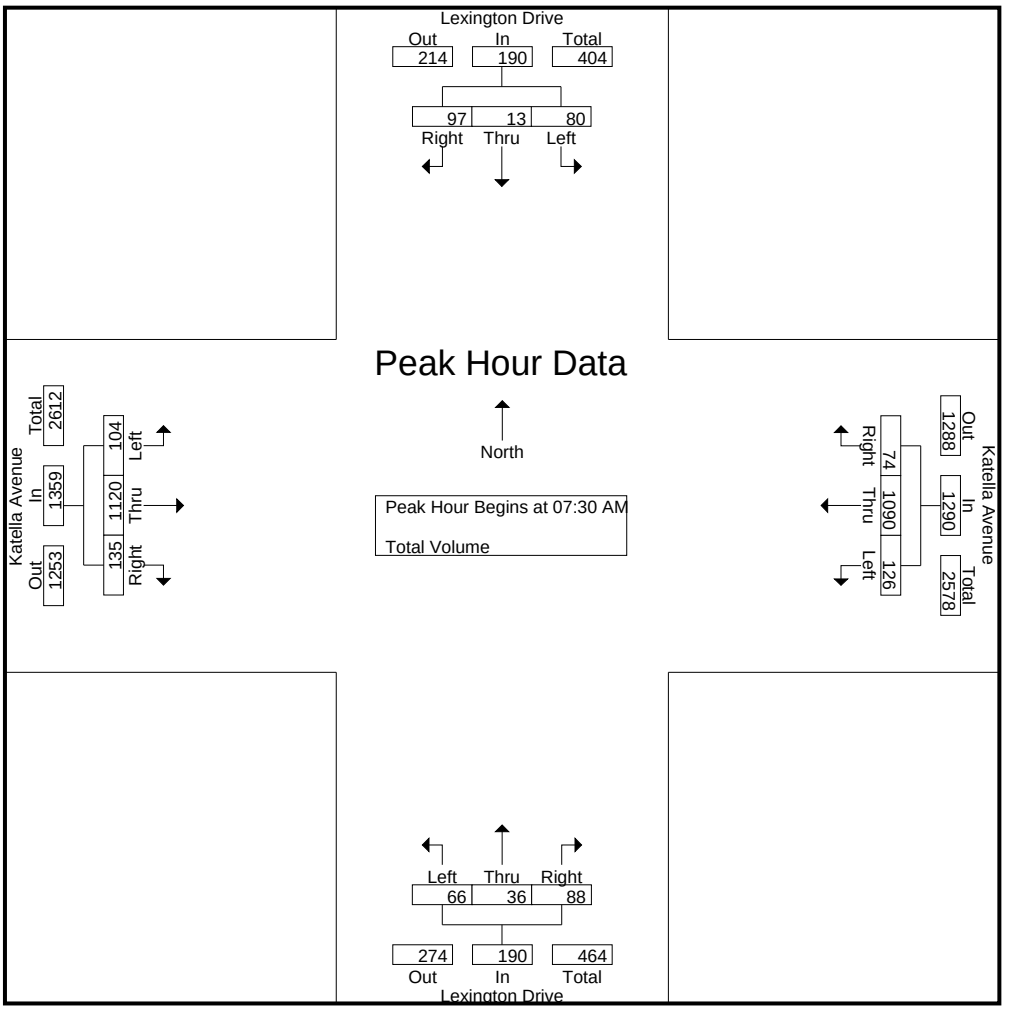
	Lexington Drive Southbound				Katella Avenue Westbound				Lexington Drive Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	8	0	12	20	25	173	18	216	15	4	22	41	7	199	22	228	505
07:15 AM	15	0	10	25	28	239	14	281	25	12	15	52	11	248	28	287	645
07:30 AM	14	1	25	40	35	337	25	397	27	15	23	65	22	273	32	327	829
07:45 AM	24	8	30	62	20	286	21	327	17	10	19	46	22	252	37	311	746
Total	61	9	77	147	108	1035	78	1221	84	41	79	204	62	972	119	1153	2725
08:00 AM	23	2	18	43	35	248	13	296	11	8	27	46	29	295	37	361	746
08:15 AM	19	2	24	45	36	219	15	270	11	3	19	33	31	300	29	360	708
08:30 AM	18	1	25	44	27	226	13	266	17	5	18	40	20	251	26	297	647
08:45 AM	21	3	12	36	36	220	12	268	22	5	16	43	14	266	41	321	668
Total	81	8	79	168	134	913	53	1100	61	21	80	162	94	1112	133	1339	2769
Grand Total	142	17	156	315	242	1948	131	2321	145	62	159	366	156	2084	252	2492	5494
Apprch %	45.1	5.4	49.5		10.4	83.9	5.6		39.6	16.9	43.4		6.3	83.6	10.1		
Total %	2.6	0.3	2.8	5.7	4.4	35.5	2.4	42.2	2.6	1.1	2.9	6.7	2.8	37.9	4.6	45.4	

	Lexington Drive Southbound				Katella Avenue Westbound				Lexington Drive Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	14	1	25	40	35	**337**	**25**	**397**	**27**	**15**	23	**65**	22	273	32	327	**829**
07:45 AM	**24**	**8**	**30**	**62**	20	286	21	327	17	10	19	46	22	252	**37**	311	746
08:00 AM	23	2	18	43	35	248	13	296	11	8	**27**	46	29	295	37	**361**	746
08:15 AM	19	2	24	45	**36**	219	15	270	11	3	19	33	**31**	**300**	29	360	708
Total Volume	80	13	97	190	126	1090	74	1290	66	36	88	190	104	1120	135	1359	3029
% App. Total	42.1	6.8	51.1		9.8	84.5	5.7		34.7	18.9	46.3		7.7	82.4	9.9		
PHF	.833	.406	.808	.766	.875	.809	.740	.812	.611	.600	.815	.731	.839	.933	.912	.941	.913

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City of Cypress
N/S: Lexington Drive
E/W: Katella Avenue
Weather: Clear

File Name : 19_CYP_Lexington_Kat AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM				07:15 AM				07:15 AM				07:30 AM			
+0 mins.	**24**	**8**	**30**	**62**	28	239	14	281	25	12	15	52	22	273	32	327
+15 mins.	23	2	18	43	**35**	**337**	**25**	**397**	**27**	**15**	23	**65**	22	252	**37**	311
+30 mins.	19	2	24	45	20	286	21	327	17	10	19	46	29	295	37	**361**
+45 mins.	18	1	25	44	35	248	13	296	11	8	**27**	46	**31**	**300**	29	360
Total Volume	84	13	97	194	118	1110	73	1301	80	45	84	209	104	1120	135	1359
% App. Total	43.3	6.7	50		9.1	85.3	5.6		38.3	21.5	40.2		7.7	82.4	9.9	
PHF	.875	.406	.808	.782	.843	.823	.730	.819	.741	.750	.778	.804	.839	.933	.912	.941

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City of Cypress
N/S: Lexington Drive
E/W: Katella Avenue
Weather: Clear

File Name : 19_CYP_Lexington_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

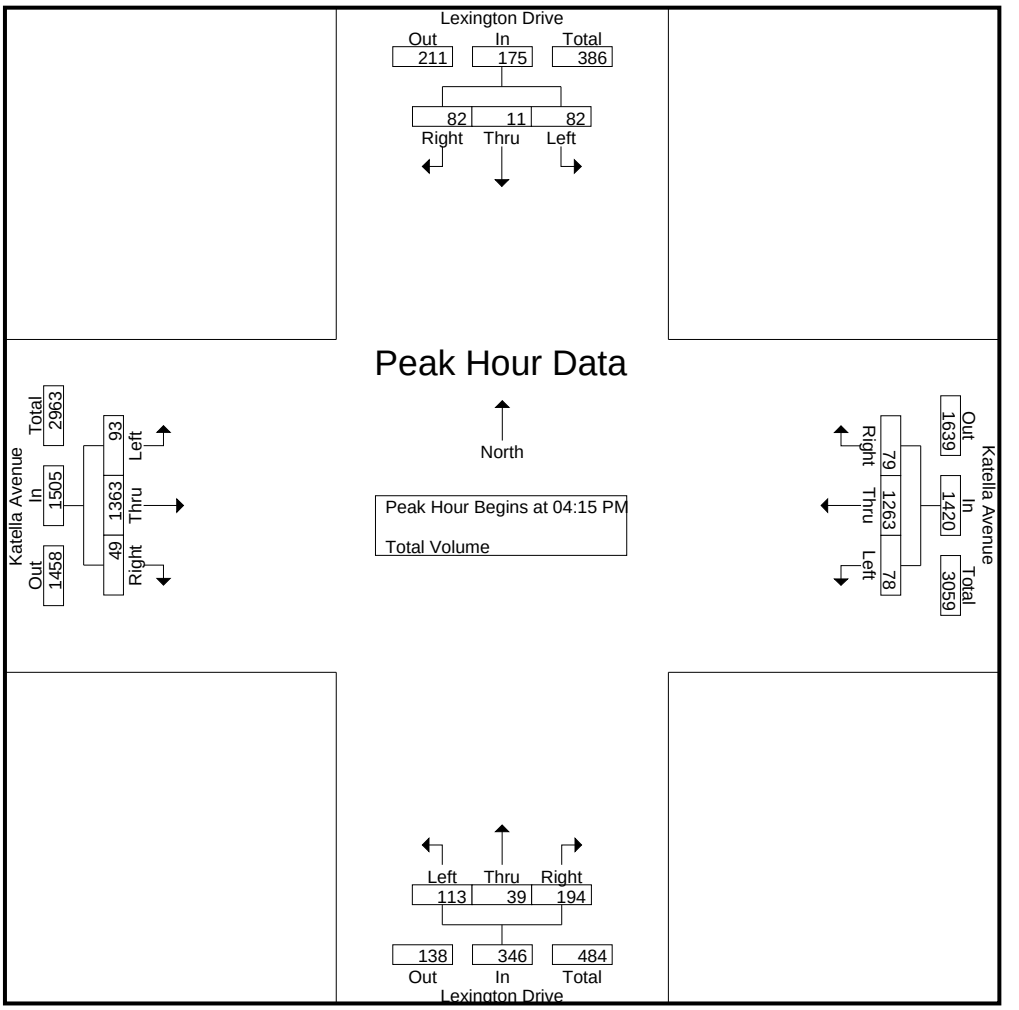
	Lexington Drive Southbound				Katella Avenue Westbound				Lexington Drive Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	28	2	26	56	29	306	15	350	35	10	33	78	20	342	16	378	862
04:15 PM	14	1	24	39	24	284	17	325	30	12	58	100	22	360	8	390	854
04:30 PM	33	2	22	57	8	303	20	331	30	10	52	92	25	330	17	372	852
04:45 PM	17	4	18	39	22	308	18	348	22	9	41	72	18	309	13	340	799
Total	92	9	90	191	83	1201	70	1354	117	41	184	342	85	1341	54	1480	3367
05:00 PM	18	4	18	40	24	368	24	416	31	8	43	82	28	364	11	403	941
05:15 PM	19	2	16	37	26	287	16	329	22	7	23	52	22	302	16	340	758
05:30 PM	18	2	24	44	25	321	22	368	25	10	30	65	22	375	18	415	892
05:45 PM	18	1	14	33	20	254	13	287	17	9	20	46	18	274	18	310	676
Total	73	9	72	154	95	1230	75	1400	95	34	116	245	90	1315	63	1468	3267
Grand Total	165	18	162	345	178	2431	145	2754	212	75	300	587	175	2656	117	2948	6634
Apprch %	47.8	5.2	47		6.5	88.3	5.3		36.1	12.8	51.1		5.9	90.1	4		
Total %	2.5	0.3	2.4	5.2	2.7	36.6	2.2	41.5	3.2	1.1	4.5	8.8	2.6	40	1.8	44.4	

	Lexington Drive Southbound				Katella Avenue Westbound				Lexington Drive Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	14	1	**24**	39	**24**	284	17	325	30	**12**	**58**	**100**	22	360	8	390	854
04:30 PM	**33**	2	22	**57**	8	303	20	331	30	10	52	92	25	330	**17**	372	852
04:45 PM	17	**4**	18	39	22	308	18	348	22	9	41	72	18	309	13	340	799
05:00 PM	18	4	18	40	24	**368**	**24**	**416**	**31**	8	43	82	**28**	**364**	11	**403**	**941**
Total Volume	82	11	82	175	78	1263	79	1420	113	39	194	346	93	1363	49	1505	3446
% App. Total	46.9	6.3	46.9		5.5	88.9	5.6		32.7	11.3	56.1		6.2	90.6	3.3		
PHF	.621	.688	.854	.768	.813	.858	.823	.853	.911	.813	.836	.865	.830	.936	.721	.934	.916

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City of Cypress
N/S: Lexington Drive
E/W: Katella Avenue
Weather: Clear

File Name : 19_CYP_Lexington_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				04:45 PM				04:15 PM				04:15 PM			
+0 mins.	28	2	**26**	56	22	308	18	348	30	**12**	**58**	**100**	22	360	8	390
+15 mins.	14	1	24	39	24	**368**	**24**	**416**	30	10	52	92	25	330	**17**	372
+30 mins.	**33**	2	22	**57**	**26**	287	16	329	22	9	41	72	18	309	13	340
+45 mins.	17	**4**	18	39	25	321	22	368	**31**	8	43	82	**28**	**364**	11	**403**
Total Volume	92	9	90	191	97	1284	80	1461	113	39	194	346	93	1363	49	1505
% App. Total	48.2	4.7	47.1		6.6	87.9	5.5		32.7	11.3	56.1		6.2	90.6	3.3	
PHF	.697	.563	.865	.838	.933	.872	.833	.878	.911	.813	.836	.865	.830	.936	.721	.934

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City of Cypress
N/S: Race Track/Siboney Street
E/W: Katella Avenue
Weather: Clear

File Name : 20_CYP_Siboney_Kat AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

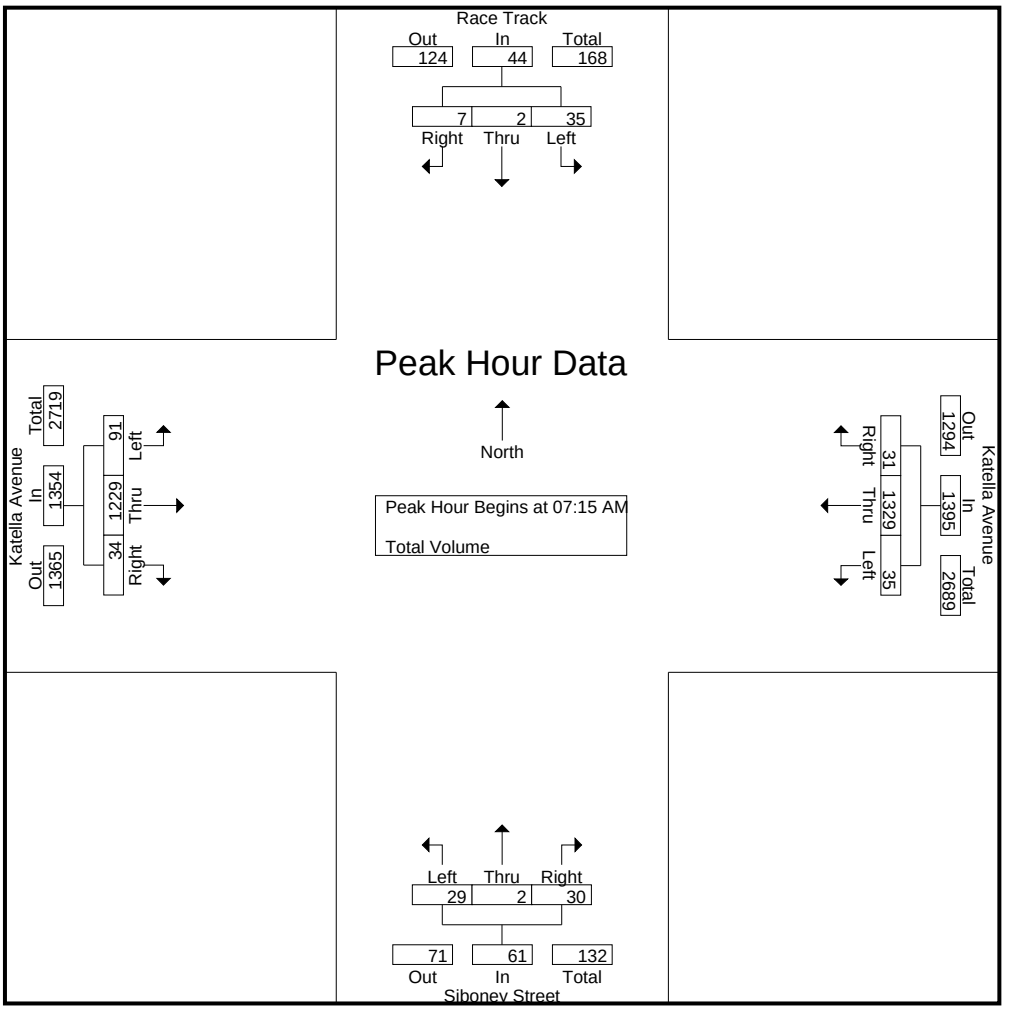
	Race Track Southbound				Katella Avenue Westbound				Siboney Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	0	1	4	6	215	12	233	5	0	7	12	16	205	2	223	472
07:15 AM	8	1	0	9	10	321	5	336	6	0	5	11	19	288	8	315	671
07:30 AM	6	0	3	9	6	378	9	393	8	2	11	21	24	281	8	313	736
07:45 AM	12	1	2	15	12	338	7	357	6	0	8	14	25	345	7	377	763
Total	29	2	6	37	34	1252	33	1319	25	2	31	58	84	1119	25	1228	2642
08:00 AM	9	0	2	11	7	292	10	309	9	0	6	15	23	315	11	349	684
08:15 AM	9	0	4	13	11	263	9	283	10	1	8	19	23	289	10	322	637
08:30 AM	8	0	6	14	10	281	8	299	7	0	8	15	21	245	15	281	609
08:45 AM	22	0	2	24	24	245	4	273	9	0	6	15	24	243	15	282	594
Total	48	0	14	62	52	1081	31	1164	35	1	28	64	91	1092	51	1234	2524
Grand Total	77	2	20	99	86	2333	64	2483	60	3	59	122	175	2211	76	2462	5166
Apprch %	77.8	2	20.2		3.5	94	2.6		49.2	2.5	48.4		7.1	89.8	3.1		
Total %	1.5	0	0.4	1.9	1.7	45.2	1.2	48.1	1.2	0.1	1.1	2.4	3.4	42.8	1.5	47.7	

	Race Track Southbound				Katella Avenue Westbound				Siboney Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	8	**1**	0	9	10	321	5	336	6	0	5	11	19	288	8	315	671
07:30 AM	6	0	**3**	9	6	**378**	9	**393**	8	**2**	**11**	**21**	24	281	8	313	736
07:45 AM	**12**	1	2	**15**	**12**	338	7	357	6	0	8	14	**25**	**345**	7	**377**	**763**
08:00 AM	9	0	2	11	7	292	**10**	309	**9**	0	6	15	23	315	**11**	349	684
Total Volume	35	2	7	44	35	1329	31	1395	29	2	30	61	91	1229	34	1354	2854
% App. Total	79.5	4.5	15.9		2.5	95.3	2.2		47.5	3.3	49.2		6.7	90.8	2.5		
PHF	.729	.500	.583	.733	.729	.879	.775	.887	.806	.250	.682	.726	.910	.891	.773	.898	.935

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City of Cypress
N/S: Race Track/Siboney Street
E/W: Katella Avenue
Weather: Clear

File Name : 20_CYP_Siboney_Kat AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	08:00 AM				07:15 AM				07:30 AM				07:30 AM			
+0 mins.	9	0	2	11	10	321	5	336	8	**2**	**11**	**21**	24	281	8	313
+15 mins.	9	0	4	13	6	**378**	9	**393**	6	0	8	14	**25**	**345**	7	**377**
+30 mins.	8	0	**6**	14	**12**	338	7	357	9	0	6	15	23	315	**11**	349
+45 mins.	**22**	0	2	**24**	7	292	**10**	309	**10**	1	8	19	23	289	10	322
Total Volume	48	0	14	62	35	1329	31	1395	33	3	33	69	95	1230	36	1361
% App. Total	77.4	0	22.6		2.5	95.3	2.2		47.8	4.3	47.8		7	90.4	2.6	
PHF	.545	.000	.583	.646	.729	.879	.775	.887	.825	.375	.750	.821	.950	.891	.818	.903

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City of Cypress
N/S: Race Track/Siboney Street
E/W: Katella Avenue
Weather: Clear

File Name : 20_CYP_Siboney_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

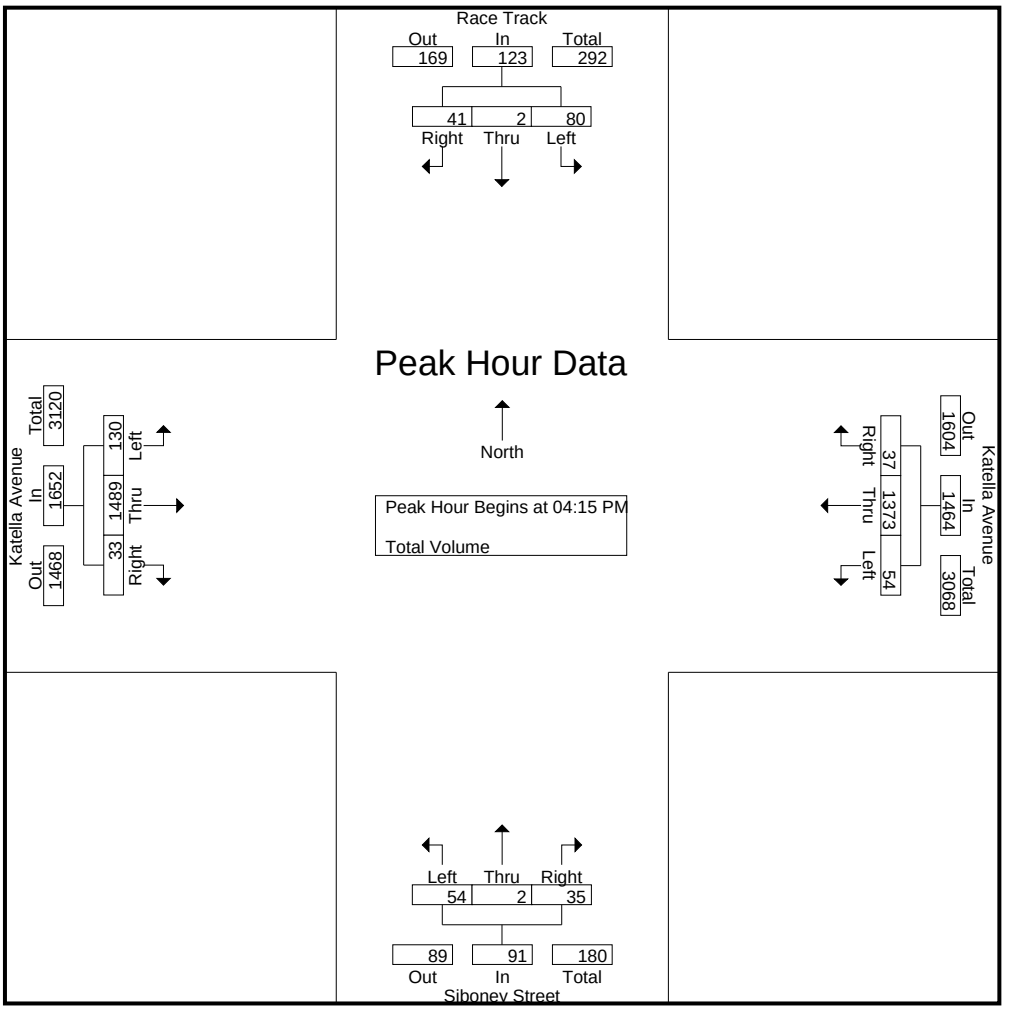
	Race Track Southbound				Katella Avenue Westbound				Siboney Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	16	0	12	28	7	326	7	340	6	2	5	13	29	424	8	461	842
04:15 PM	23	1	7	31	14	292	11	317	11	1	6	18	32	390	7	429	795
04:30 PM	17	0	8	25	15	342	10	367	9	0	12	21	42	372	8	422	835
04:45 PM	21	1	14	36	11	354	7	372	14	0	10	24	26	334	8	368	800
Total	77	2	41	120	47	1314	35	1396	40	3	33	76	129	1520	31	1680	3272
05:00 PM	19	0	12	31	14	385	9	408	20	1	7	28	30	393	10	433	900
05:15 PM	15	0	15	30	14	328	13	355	9	0	13	22	20	334	5	359	766
05:30 PM	17	3	5	25	10	343	10	363	8	2	11	21	20	393	5	418	827
05:45 PM	25	0	5	30	7	242	13	262	10	2	10	22	19	309	6	334	648
Total	76	3	37	116	45	1298	45	1388	47	5	41	93	89	1429	26	1544	3141
Grand Total	153	5	78	236	92	2612	80	2784	87	8	74	169	218	2949	57	3224	6413
Apprch %	64.8	2.1	33.1		3.3	93.8	2.9		51.5	4.7	43.8		6.8	91.5	1.8		
Total %	2.4	0.1	1.2	3.7	1.4	40.7	1.2	43.4	1.4	0.1	1.2	2.6	3.4	46	0.9	50.3	

	Race Track Southbound				Katella Avenue Westbound				Siboney Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	**23**	**1**	7	31	14	292	**11**	317	11	**1**	6	18	32	390	7	429	795
04:30 PM	17	0	8	25	**15**	342	10	367	9	0	**12**	21	**42**	372	8	422	835
04:45 PM	21	1	**14**	**36**	11	354	7	372	14	0	10	24	26	334	8	368	800
05:00 PM	19	0	12	31	14	**385**	9	**408**	**20**	1	7	**28**	30	**393**	**10**	**433**	**900**
Total Volume	80	2	41	123	54	1373	37	1464	54	2	35	91	130	1489	33	1652	3330
% App. Total	65	1.6	33.3		3.7	93.8	2.5		59.3	2.2	38.5		7.9	90.1	2		
PHF	.870	.500	.732	.854	.900	.892	.841	.897	.675	.500	.729	.813	.774	.947	.825	.954	.925

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City of Cypress
N/S: Race Track/Siboney Street
E/W: Katella Avenue
Weather: Clear

File Name : 20_CYP_Siboney_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:30 PM				04:30 PM				04:00 PM			
+0 mins.	**23**	**1**	7	31	**15**	342	10	367	9	0	12	21	29	**424**	**8**	**461**
+15 mins.	17	0	8	25	11	354	7	372	14	0	10	24	32	390	7	429
+30 mins.	21	1	**14**	**36**	14	**385**	9	**408**	**20**	**1**	7	**28**	**42**	372	8	422
+45 mins.	19	0	12	31	14	328	**13**	355	9	0	**13**	22	26	334	8	368
Total Volume	80	2	41	123	54	1409	39	1502	52	1	42	95	129	1520	31	1680
% App. Total	65	1.6	33.3		3.6	93.8	2.6		54.7	1.1	44.2		7.7	90.5	1.8	
PHF	.870	.500	.732	.854	.900	.915	.750	.920	.650	.250	.808	.848	.768	.896	.969	.911

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City of Cypress
N/S: Walker Street
E/W: Katella Avenue
Weather: Clear

File Name : 21_CYP_Walker_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

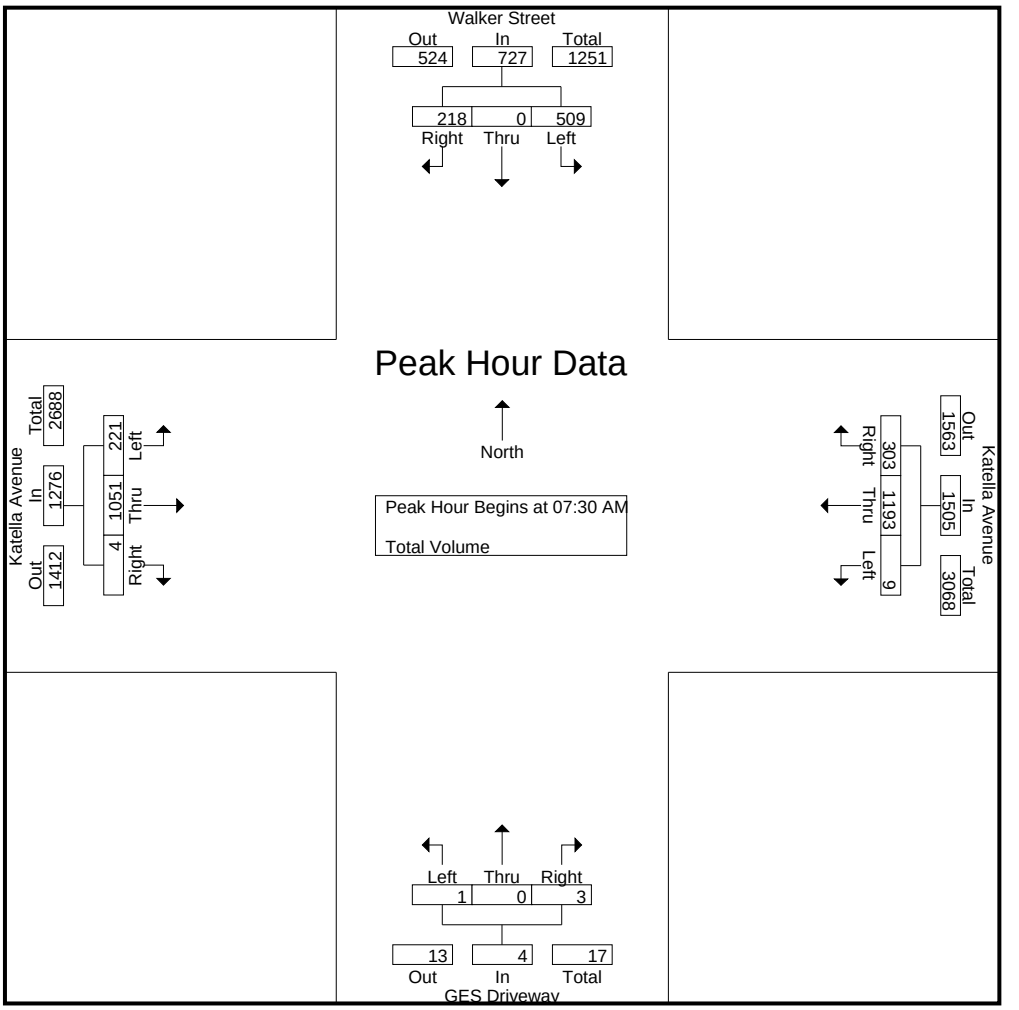
	Walker Street Southbound				Katella Avenue Westbound				GES Driveway Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	105	0	39	144	0	225	40	265	0	0	2	2	44	178	0	222	633
07:15 AM	106	0	51	157	0	286	53	339	1	0	0	1	54	241	1	296	793
07:30 AM	123	0	51	174	5	357	77	439	0	0	1	1	38	260	2	300	914
07:45 AM	134	0	54	188	1	309	73	383	0	0	0	0	50	262	0	312	883
Total	468	0	195	663	6	1177	243	1426	1	0	3	4	186	941	3	1130	3223
08:00 AM	136	0	52	188	0	276	98	374	0	0	2	2	64	274	2	340	904
08:15 AM	116	0	61	177	3	251	55	309	1	0	0	1	69	255	0	324	811
08:30 AM	108	0	55	163	2	303	58	363	0	0	0	0	49	178	0	227	753
08:45 AM	101	0	51	152	0	262	46	308	1	0	1	2	63	230	1	294	756
Total	461	0	219	680	5	1092	257	1354	2	0	3	5	245	937	3	1185	3224
Grand Total	929	0	414	1343	11	2269	500	2780	3	0	6	9	431	1878	6	2315	6447
Apprch %	69.2	0	30.8		0.4	81.6	18		33.3	0	66.7		18.6	81.1	0.3		
Total %	14.4	0	6.4	20.8	0.2	35.2	7.8	43.1	0	0	0.1	0.1	6.7	29.1	0.1	35.9	

	Walker Street Southbound				Katella Avenue Westbound				GES Driveway Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	123	0	51	174	**5**	**357**	77	**439**	0	0	1	1	38	260	**2**	300	**914**
07:45 AM	134	0	54	**188**	1	309	73	383	0	0	0	0	50	262	0	312	883
08:00 AM	**136**	0	52	188	0	276	**98**	374	0	0	**2**	**2**	64	**274**	2	**340**	904
08:15 AM	116	0	**61**	177	3	251	55	309	**1**	0	0	1	**69**	255	0	324	811
Total Volume	509	0	218	727	9	1193	303	1505	1	0	3	4	221	1051	4	1276	3512
% App. Total	70	0	30		0.6	79.3	20.1		25	0	75		17.3	82.4	0.3		
PHF	.936	.000	.893	.967	.450	.835	.773	.857	.250	.000	.375	.500	.801	.959	.500	.938	.961

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City of Cypress
N/S: Walker Street
E/W: Katella Avenue
Weather: Clear

File Name : 21_CYP_Walker_Kat AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				08:00 AM				07:30 AM			
+0 mins.	123	0	51	174	0	286	53	339	0	0	**2**	**2**	38	260	**2**	300
+15 mins.	134	0	54	**188**	**5**	**357**	77	**439**	**1**	0	0	1	50	262	0	312
+30 mins.	**136**	0	52	188	1	309	73	383	0	0	0	0	64	**274**	2	**340**
+45 mins.	116	0	**61**	177	0	276	**98**	374	1	0	1	2	**69**	255	0	324
Total Volume	509	0	218	727	6	1228	301	1535	2	0	3	5	221	1051	4	1276
% App. Total	70	0	30		0.4	80	19.6		40	0	60		17.3	82.4	0.3	
PHF	.936	.000	.893	.967	.300	.860	.768	.874	.500	.000	.375	.625	.801	.959	.500	.938

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City of Cypress
N/S: Walker Street
E/W: Katella Avenue
Weather: Clear

File Name : 21_CYP_Walker_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

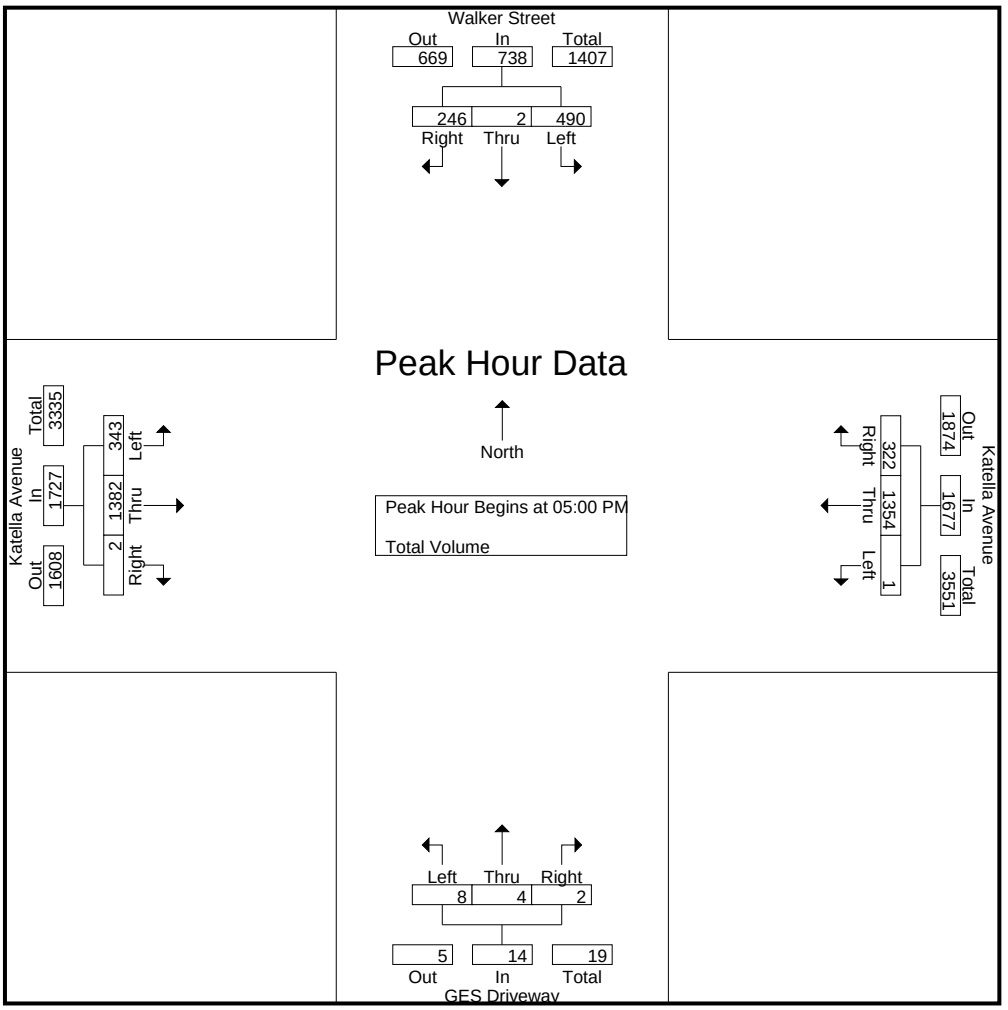
	Walker Street Southbound				Katella Avenue Westbound				GES Driveway Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	98	1	63	162	0	320	80	400	1	0	0	1	78	375	0	453	1016
04:15 PM	103	0	52	155	0	293	85	378	3	0	0	3	90	352	0	442	978
04:30 PM	108	0	59	167	0	351	86	437	0	0	0	0	88	348	0	436	1040
04:45 PM	120	0	54	174	0	302	86	388	1	2	0	3	81	326	0	407	972
Total	429	1	228	658	0	1266	337	1603	5	2	0	7	337	1401	0	1738	4006
05:00 PM	121	0	65	186	0	392	76	468	3	0	0	3	81	376	0	457	1114
05:15 PM	123	1	57	181	0	280	73	353	1	2	0	3	90	333	1	424	961
05:30 PM	121	0	56	177	1	364	96	461	3	0	0	3	84	381	1	466	1107
05:45 PM	125	1	68	194	0	318	77	395	1	2	2	5	88	292	0	380	974
Total	490	2	246	738	1	1354	322	1677	8	4	2	14	343	1382	2	1727	4156
Grand Total	919	3	474	1396	1	2620	659	3280	13	6	2	21	680	2783	2	3465	8162
Apprch %	65.8	0.2	34		0	79.9	20.1		61.9	28.6	9.5		19.6	80.3	0.1		
Total %	11.3	0	5.8	17.1	0	32.1	8.1	40.2	0.2	0.1	0	0.3	8.3	34.1	0	42.5	

	Walker Street Southbound				Katella Avenue Westbound				GES Driveway Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	121	0	65	186	0	**392**	76	**468**	**3**	0	0	3	81	376	0	457	**1114**
05:15 PM	123	**1**	57	181	0	280	73	353	1	**2**	0	3	**90**	333	**1**	424	961
05:30 PM	121	0	56	177	**1**	364	**96**	461	3	0	0	3	84	**381**	1	**466**	1107
05:45 PM	**125**	1	**68**	**194**	0	318	77	395	1	2	**2**	**5**	88	292	0	380	974
Total Volume	490	2	246	738	1	1354	322	1677	8	4	2	14	343	1382	2	1727	4156
% App. Total	66.4	0.3	33.3		0.1	80.7	19.2		57.1	28.6	14.3		19.9	80	0.1		
PHF	.980	.500	.904	.951	.250	.864	.839	.896	.667	.500	.250	.700	.953	.907	.500	.927	.933

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City of Cypress
N/S: Walker Street
E/W: Katella Avenue
Weather: Clear

File Name : 21_CYP_Walker_Kat PM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				05:00 PM				05:00 PM				04:45 PM			
+0 mins.	121	0	65	186	0	**392**	76	**468**	**3**	0	0	3	81	326	0	407
+15 mins.	123	**1**	57	181	0	280	73	353	1	**2**	0	3	81	376	0	457
+30 mins.	121	0	56	177	**1**	364	**96**	461	3	0	0	3	**90**	333	**1**	424
+45 mins.	**125**	1	**68**	**194**	0	318	77	395	1	2	**2**	**5**	84	**381**	1	**466**
Total Volume	490	2	246	738	1	1354	322	1677	8	4	2	14	336	1416	2	1754
% App. Total	66.4	0.3	33.3		0.1	80.7	19.2		57.1	28.6	14.3		19.2	80.7	0.1	
PHF	.980	.500	.904	.951	.250	.864	.839	.896	.667	.500	.250	.700	.933	.929	.500	.941

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City of Cypress
N/S: Valley View Street
E/W: Katella Avenue
Weather: Clear

File Name : 22_CYP_Valley_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

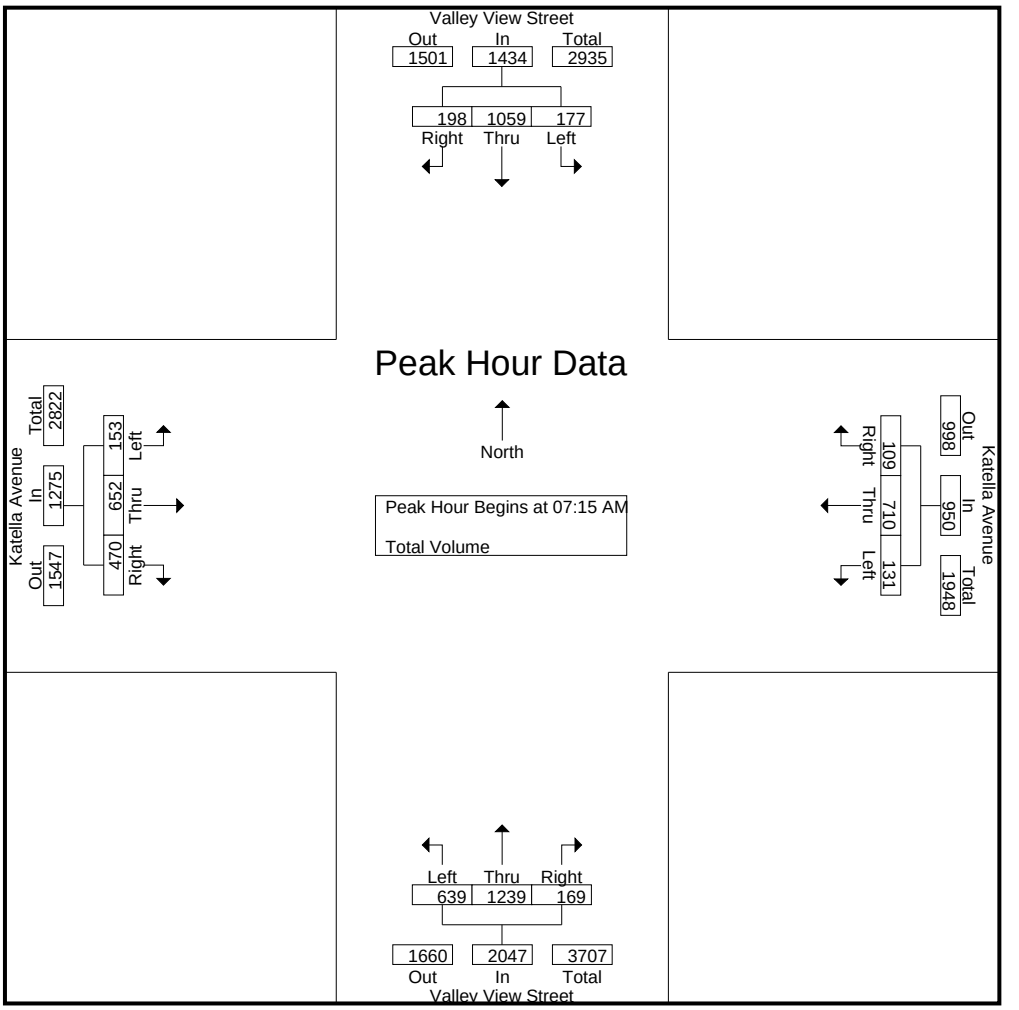
	Valley View Street Southbound				Katella Avenue Westbound				Valley View Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	28	272	40	340	22	102	18	142	107	225	20	352	26	110	97	233	1067
07:15 AM	30	219	43	292	43	187	19	249	140	259	31	430	37	162	106	305	1276
07:30 AM	57	297	70	424	30	175	24	229	161	315	44	520	34	135	120	289	1462
07:45 AM	55	287	47	389	29	199	40	268	183	323	42	548	45	188	103	336	1541
Total	170	1075	200	1445	124	663	101	888	591	1122	137	1850	142	595	426	1163	5346
08:00 AM	35	256	38	329	29	149	26	204	155	342	52	549	37	167	141	345	1427
08:15 AM	38	255	55	348	32	125	36	193	130	238	47	415	32	154	119	305	1261
08:30 AM	37	259	52	348	27	139	22	188	136	252	37	425	36	105	120	261	1222
08:45 AM	41	202	43	286	31	141	34	206	137	258	40	435	56	144	96	296	1223
Total	151	972	188	1311	119	554	118	791	558	1090	176	1824	161	570	476	1207	5133
Grand Total	321	2047	388	2756	243	1217	219	1679	1149	2212	313	3674	303	1165	902	2370	10479
Apprch %	11.6	74.3	14.1		14.5	72.5	13		31.3	60.2	8.5		12.8	49.2	38.1		
Total %	3.1	19.5	3.7	26.3	2.3	11.6	2.1	16	11	21.1	3	35.1	2.9	11.1	8.6	22.6	

	Valley View Street Southbound				Katella Avenue Westbound				Valley View Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	30	219	43	292	**43**	187	19	249	140	259	31	430	37	162	106	305	1276
07:30 AM	**57**	**297**	**70**	**424**	30	175	24	229	161	315	44	520	34	135	120	289	1462
07:45 AM	55	287	47	389	29	**199**	**40**	**268**	**183**	323	42	548	**45**	**188**	103	336	**1541**
08:00 AM	35	256	38	329	29	149	26	204	155	**342**	**52**	**549**	37	167	**141**	**345**	1427
Total Volume	177	1059	198	1434	131	710	109	950	639	1239	169	2047	153	652	470	1275	5706
% App. Total	12.3	73.8	13.8		13.8	74.7	11.5		31.2	60.5	8.3		12	51.1	36.9		
PHF	.776	.891	.707	.846	.762	.892	.681	.886	.873	.906	.813	.932	.850	.867	.833	.924	.926

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City of Cypress
N/S: Valley View Street
E/W: Katella Avenue
Weather: Clear

File Name : 22_CYP_Valley_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				07:15 AM				07:15 AM			
+0 mins.	**57**	**297**	**70**	**424**	**43**	187	19	249	140	259	31	430	37	162	106	305
+15 mins.	55	287	47	389	30	175	24	229	161	315	44	520	34	135	120	289
+30 mins.	35	256	38	329	29	**199**	**40**	**268**	**183**	323	42	548	**45**	**188**	103	336
+45 mins.	38	255	55	348	29	149	26	204	155	**342**	**52**	**549**	37	167	**141**	**345**
Total Volume	185	1095	210	1490	131	710	109	950	639	1239	169	2047	153	652	470	1275
% App. Total	12.4	73.5	14.1		13.8	74.7	11.5		31.2	60.5	8.3		12	51.1	36.9	
PHF	.811	.922	.750	.879	.762	.892	.681	.886	.873	.906	.813	.932	.850	.867	.833	.924

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City of Cypress
N/S: Valley View Street
E/W: Katella Avenue
Weather: Clear

File Name : 22_CYP_Valley_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

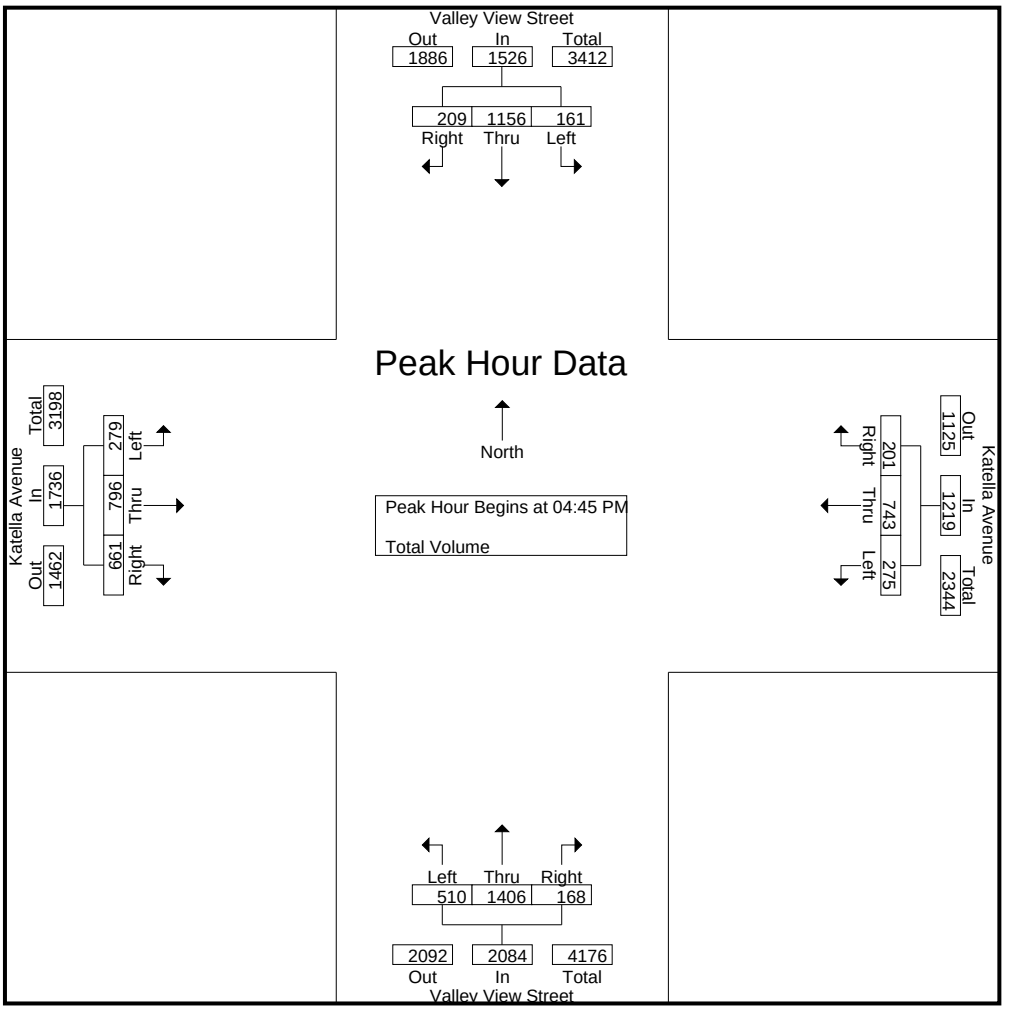
	Valley View Street Southbound				Katella Avenue Westbound				Valley View Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	50	268	49	367	45	149	39	233	109	314	47	470	70	197	183	450	1520
04:15 PM	43	234	33	310	55	172	41	268	152	326	45	523	78	223	159	460	1561
04:30 PM	31	305	45	381	52	207	50	309	105	366	43	514	61	186	160	407	1611
04:45 PM	27	300	48	375	57	181	51	289	141	332	39	512	75	205	144	424	1600
Total	151	1107	175	1433	209	709	181	1099	507	1338	174	2019	284	811	646	1741	6292
05:00 PM	50	297	62	409	79	199	51	329	112	325	39	476	60	178	178	416	1630
05:15 PM	35	250	47	332	71	178	47	296	132	378	42	552	75	217	170	462	1642
05:30 PM	49	309	52	410	68	185	52	305	125	371	48	544	69	196	169	434	1693
05:45 PM	33	244	44	321	41	187	56	284	149	348	46	543	66	212	137	415	1563
Total	167	1100	205	1472	259	749	206	1214	518	1422	175	2115	270	803	654	1727	6528
Grand Total	318	2207	380	2905	468	1458	387	2313	1025	2760	349	4134	554	1614	1300	3468	12820
Apprch %	10.9	76	13.1		20.2	63	16.7		24.8	66.8	8.4		16	46.5	37.5		
Total %	2.5	17.2	3	22.7	3.7	11.4	3	18	8	21.5	2.7	32.2	4.3	12.6	10.1	27.1	

	Valley View Street Southbound				Katella Avenue Westbound				Valley View Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	27	300	48	375	57	181	51	289	**141**	332	39	512	**75**	205	144	424	1600
05:00 PM	**50**	297	**62**	409	**79**	**199**	51	**329**	112	325	39	476	60	178	**178**	416	1630
05:15 PM	35	250	47	332	71	178	47	296	132	**378**	42	**552**	75	**217**	170	**462**	1642
05:30 PM	49	**309**	52	**410**	68	185	**52**	305	125	371	**48**	544	69	196	169	434	**1693**
Total Volume	161	1156	209	1526	275	743	201	1219	510	1406	168	2084	279	796	661	1736	6565
% App. Total	10.6	75.8	13.7		22.6	61	16.5		24.5	67.5	8.1		16.1	45.9	38.1		
PHF	.805	.935	.843	.930	.870	.933	.966	.926	.904	.930	.875	.944	.930	.917	.928	.939	.969

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City of Cypress
N/S: Valley View Street
E/W: Katella Avenue
Weather: Clear

File Name : 22_CYP_Valley_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:30 PM				05:00 PM				04:00 PM			
+0 mins.	27	300	48	375	52	**207**	50	309	112	325	39	476	70	197	**183**	450
+15 mins.	**50**	297	**62**	409	57	181	**51**	289	132	**378**	42	**552**	**78**	**223**	159	**460**
+30 mins.	35	250	47	332	**79**	199	51	**329**	125	371	**48**	544	61	186	160	407
+45 mins.	49	**309**	52	**410**	71	178	47	296	**149**	348	46	543	75	205	144	424
Total Volume	161	1156	209	1526	259	765	199	1223	518	1422	175	2115	284	811	646	1741
% App. Total	10.6	75.8	13.7		21.2	62.6	16.3		24.5	67.2	8.3		16.3	46.6	37.1	
PHF	.805	.935	.843	.930	.820	.924	.975	.929	.869	.940	.911	.958	.910	.909	.883	.946

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City of Cypress
N/S: Holder Street
E/W: Katella Avenue
Weather: Clear

File Name : 23_CYP_Holder_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

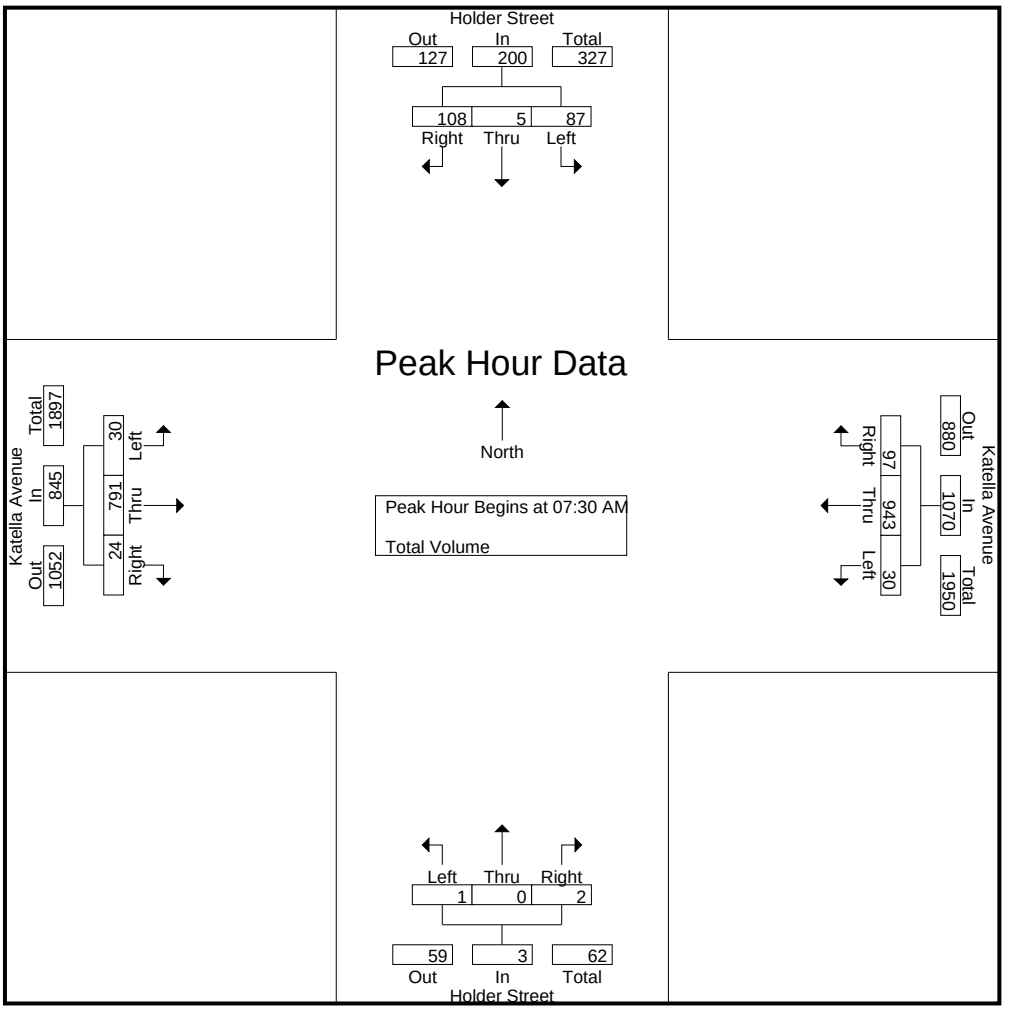
	Holder Street Southbound				Katella Avenue Westbound				Holder Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	24	0	28	52	5	152	12	169	0	0	0	0	2	145	6	153	374
07:15 AM	18	1	38	57	3	224	16	243	1	0	1	2	5	151	5	161	463
07:30 AM	27	1	22	50	6	246	15	267	1	0	0	1	3	213	2	218	536
07:45 AM	23	0	39	62	7	257	25	289	0	0	1	1	8	214	7	229	581
Total	92	2	127	221	21	879	68	968	2	0	2	4	18	723	20	761	1954
08:00 AM	16	4	21	41	5	227	31	263	0	0	0	0	10	212	6	228	532
08:15 AM	21	0	26	47	12	213	26	251	0	0	1	1	9	152	9	170	469
08:30 AM	18	0	19	37	7	208	24	239	0	0	1	1	14	159	4	177	454
08:45 AM	20	3	19	42	15	183	18	216	2	1	0	3	6	170	7	183	444
Total	75	7	85	167	39	831	99	969	2	1	2	5	39	693	26	758	1899
Grand Total	167	9	212	388	60	1710	167	1937	4	1	4	9	57	1416	46	1519	3853
Apprch %	43	2.3	54.6		3.1	88.3	8.6		44.4	11.1	44.4		3.8	93.2	3		
Total %	4.3	0.2	5.5	10.1	1.6	44.4	4.3	50.3	0.1	0	0.1	0.2	1.5	36.8	1.2	39.4	

	Holder Street Southbound				Katella Avenue Westbound				Holder Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	**27**	1	22	50	6	246	15	267	**1**	0	0	**1**	3	213	2	218	536
07:45 AM	23	0	**39**	**62**	7	**257**	25	**289**	0	0	**1**	1	8	**214**	7	**229**	**581**
08:00 AM	16	**4**	21	41	5	227	**31**	263	0	0	0	0	**10**	212	6	228	532
08:15 AM	21	0	26	47	**12**	213	26	251	0	0	1	1	9	152	**9**	170	469
Total Volume	87	5	108	200	30	943	97	1070	1	0	2	3	30	791	24	845	2118
% App. Total	43.5	2.5	54		2.8	88.1	9.1		33.3	0	66.7		3.6	93.6	2.8		
PHF	.806	.313	.692	.806	.625	.917	.782	.926	.250	.000	.500	.750	.750	.924	.667	.922	.911

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City of Cypress
N/S: Holder Street
E/W: Katella Avenue
Weather: Clear

File Name : 23_CYP_Holder_Kat AM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:00 AM				07:30 AM				08:00 AM				07:30 AM			
+0 mins.	24	0	28	52	6	246	15	267	0	0	0	0	3	213	2	218
+15 mins.	18	**1**	38	57	7	**257**	25	**289**	0	0	**1**	1	8	**214**	7	**229**
+30 mins.	**27**	1	22	50	5	227	**31**	263	0	0	1	1	**10**	212	6	228
+45 mins.	23	0	**39**	**62**	**12**	213	26	251	**2**	**1**	0	**3**	9	152	**9**	170
Total Volume	92	2	127	221	30	943	97	1070	2	1	2	5	30	791	24	845
% App. Total	41.6	0.9	57.5		2.8	88.1	9.1		40	20	40		3.6	93.6	2.8	
PHF	.852	.500	.814	.891	.625	.917	.782	.926	.250	.250	.500	.417	.750	.924	.667	.922

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City of Cypress
N/S: Holder Street
E/W: Katella Avenue
Weather: Clear

File Name : 23_CYP_Holder_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

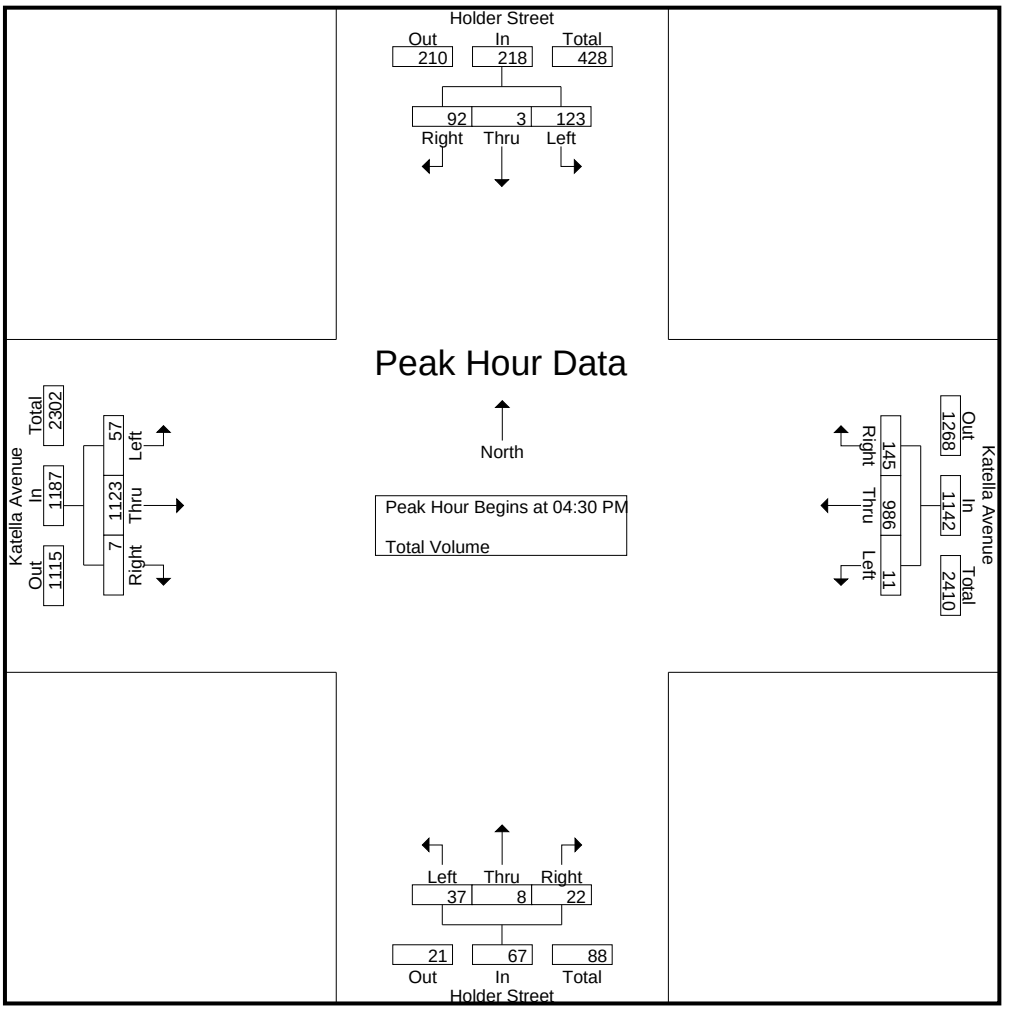
	Holder Street Southbound				Katella Avenue Westbound				Holder Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	30	0	12	42	3	201	32	236	4	0	1	5	14	312	4	330	613
04:15 PM	29	0	19	48	4	208	28	240	7	1	1	9	14	310	1	325	622
04:30 PM	36	1	21	58	4	263	47	314	11	2	6	19	10	289	1	300	691
04:45 PM	27	0	17	44	2	250	33	285	7	1	4	12	13	253	2	268	609
Total	122	1	69	192	13	922	140	1075	29	4	12	45	51	1164	8	1223	2535
05:00 PM	40	1	33	74	2	245	31	278	11	3	9	23	20	292	0	312	687
05:15 PM	20	1	21	42	3	228	34	265	8	2	3	13	14	289	4	307	627
05:30 PM	33	1	22	56	5	239	32	276	11	4	8	23	19	298	3	320	675
05:45 PM	22	1	16	39	5	224	29	258	5	3	3	11	20	263	3	286	594
Total	115	4	92	211	15	936	126	1077	35	12	23	70	73	1142	10	1225	2583
Grand Total	237	5	161	403	28	1858	266	2152	64	16	35	115	124	2306	18	2448	5118
Apprch %	58.8	1.2	40		1.3	86.3	12.4		55.7	13.9	30.4		5.1	94.2	0.7		
Total %	4.6	0.1	3.1	7.9	0.5	36.3	5.2	42	1.3	0.3	0.7	2.2	2.4	45.1	0.4	47.8	

	Holder Street Southbound				Katella Avenue Westbound				Holder Street Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	36	**1**	21	58	**4**	**263**	**47**	**314**	**11**	2	6	19	10	289	1	300	**691**
04:45 PM	27	0	17	44	2	250	33	285	7	1	4	12	13	253	2	268	609
05:00 PM	**40**	1	**33**	**74**	2	245	31	278	11	**3**	**9**	**23**	**20**	**292**	0	**312**	687
05:15 PM	20	1	21	42	3	228	34	265	8	2	3	13	14	289	**4**	307	627
Total Volume	123	3	92	218	11	986	145	1142	37	8	22	67	57	1123	7	1187	2614
% App. Total	56.4	1.4	42.2		1	86.3	12.7		55.2	11.9	32.8		4.8	94.6	0.6		
PHF	.769	.750	.697	.736	.688	.937	.771	.909	.841	.667	.611	.728	.713	.961	.438	.951	.946

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City of Cypress
N/S: Holder Street
E/W: Katella Avenue
Weather: Clear

File Name : 23_CYP_Holder_Kat PM
Site Code : 00322257
Start Date : 3/31/2022



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:30 PM				04:45 PM				05:00 PM			
+0 mins.	29	0	19	48	**4**	**263**	**47**	**314**	7	1	4	12	**20**	292	0	312
+15 mins.	36	**1**	21	58	2	250	33	285	**11**	3	**9**	**23**	14	289	**4**	307
+30 mins.	27	0	17	44	2	245	31	278	8	2	3	13	19	**298**	3	**320**
+45 mins.	**40**	1	**33**	**74**	3	228	34	265	11	**4**	8	23	20	263	3	286
Total Volume	132	2	90	224	11	986	145	1142	37	10	24	71	73	1142	10	1225
% App. Total	58.9	0.9	40.2		1	86.3	12.7		52.1	14.1	33.8		6	93.2	0.8	
PHF	.825	.500	.682	.757	.688	.937	.771	.909	.841	.625	.667	.772	.913	.958	.625	.957

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City of Cypress
N/S: Knott Avenue
E/W: Katella Avenue
Weather: Clear

File Name : 24_CYP_Knott_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

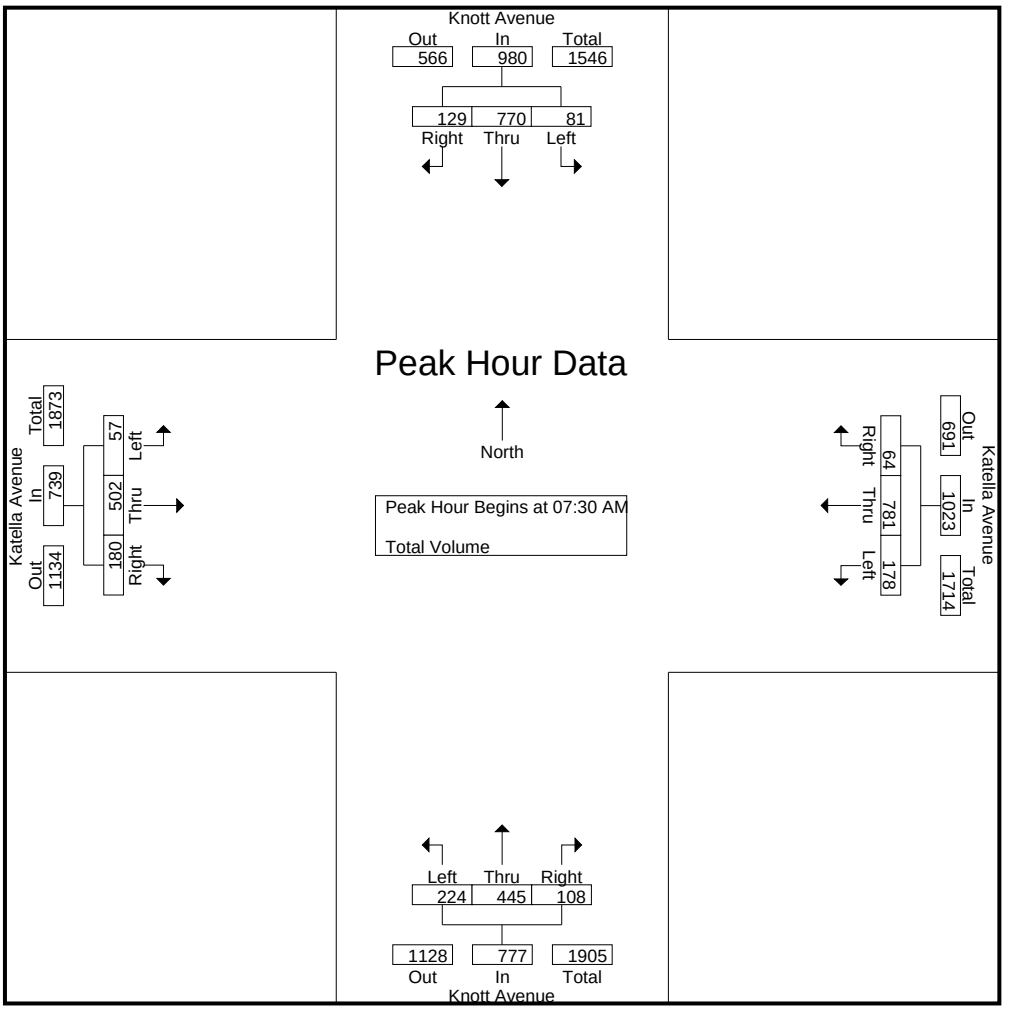
	Knott Avenue Southbound				Katella Avenue Westbound				Knott Avenue Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	11	152	21	184	23	129	13	165	33	80	16	129	14	92	57	163	641
07:15 AM	18	217	26	261	22	143	12	177	45	107	23	175	11	112	33	156	769
07:30 AM	20	219	37	276	46	194	15	255	47	85	28	160	13	123	61	197	888
07:45 AM	18	222	31	271	41	220	21	282	56	150	29	235	9	128	56	193	981
Total	67	810	115	992	132	686	61	879	181	422	96	699	47	455	207	709	3279
08:00 AM	24	130	33	187	37	221	18	276	59	120	28	207	17	143	34	194	864
08:15 AM	19	199	28	246	54	146	10	210	62	90	23	175	18	108	29	155	786
08:30 AM	28	178	19	225	39	174	20	233	56	88	20	164	14	96	54	164	786
08:45 AM	27	169	29	225	26	139	15	180	54	113	15	182	11	102	39	152	739
Total	98	676	109	883	156	680	63	899	231	411	86	728	60	449	156	665	3175
Grand Total	165	1486	224	1875	288	1366	124	1778	412	833	182	1427	107	904	363	1374	6454
Apprch %	8.8	79.3	11.9		16.2	76.8	7		28.9	58.4	12.8		7.8	65.8	26.4		
Total %	2.6	23	3.5	29.1	4.5	21.2	1.9	27.5	6.4	12.9	2.8	22.1	1.7	14	5.6	21.3	

	Knott Avenue Southbound				Katella Avenue Westbound				Knott Avenue Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	20	219	**37**	**276**	46	194	15	255	47	85	28	160	13	123	**61**	**197**	888
07:45 AM	18	**222**	31	271	41	220	**21**	**282**	56	**150**	**29**	**235**	9	128	56	193	**981**
08:00 AM	**24**	130	33	187	37	**221**	18	276	59	120	28	207	17	**143**	34	194	864
08:15 AM	19	199	28	246	**54**	146	10	210	**62**	90	23	175	**18**	108	29	155	786
Total Volume	81	770	129	980	178	781	64	1023	224	445	108	777	57	502	180	739	3519
% App. Total	8.3	78.6	13.2		17.4	76.3	6.3		28.8	57.3	13.9		7.7	67.9	24.4		
PHF	.844	.867	.872	.888	.824	.883	.762	.907	.903	.742	.931	.827	.792	.878	.738	.938	.897

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City of Cypress
N/S: Knott Avenue
E/W: Katella Avenue
Weather: Clear

File Name : 24_CYP_Knott_Kat AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:15 AM				07:30 AM				07:45 AM				07:15 AM			
+0 mins.	18	217	26	261	46	194	15	255	56	**150**	**29**	**235**	11	112	33	156
+15 mins.	20	219	**37**	**276**	41	220	**21**	**282**	59	120	28	207	13	123	**61**	**197**
+30 mins.	18	**222**	31	271	37	**221**	18	276	**62**	90	23	175	9	128	56	193
+45 mins.	**24**	130	33	187	**54**	146	10	210	56	88	20	164	**17**	**143**	34	194
Total Volume	80	788	127	995	178	781	64	1023	233	448	100	781	50	506	184	740
% App. Total	8	79.2	12.8		17.4	76.3	6.3		29.8	57.4	12.8		6.8	68.4	24.9	
PHF	.833	.887	.858	.901	.824	.883	.762	.907	.940	.747	.862	.831	.735	.885	.754	.939

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City of Cypress
N/S: Knott Avenue
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File Name : 24_CYP_Knott_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

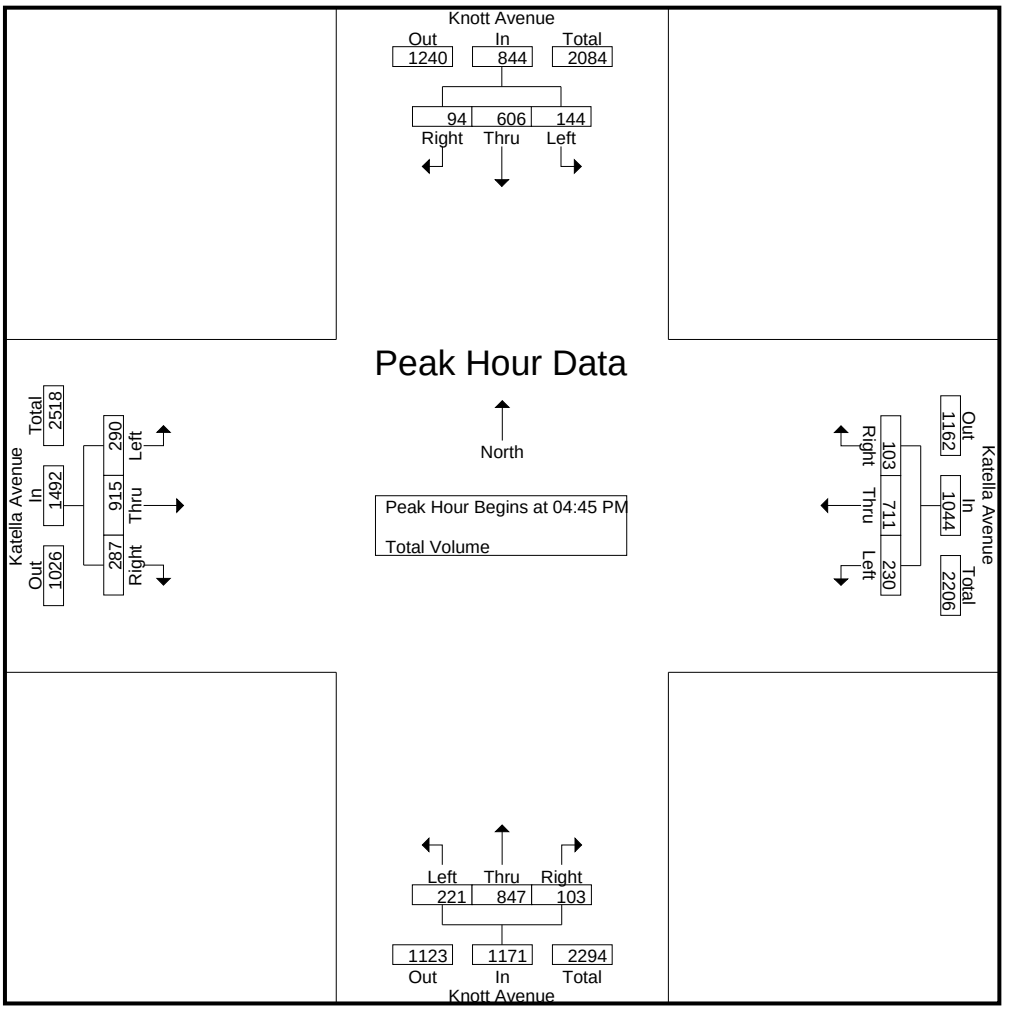
	Knott Avenue Southbound				Katella Avenue Westbound				Knott Avenue Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	32	127	22	181	59	150	23	232	52	171	31	254	76	222	59	357	1024
04:15 PM	38	189	28	255	48	145	31	224	53	185	34	272	62	212	73	347	1098
04:30 PM	24	130	26	180	50	211	23	284	54	195	31	280	67	223	80	370	1114
04:45 PM	41	143	25	209	55	172	19	246	62	200	19	281	72	193	51	316	1052
Total	135	589	101	825	212	678	96	986	221	751	115	1087	277	850	263	1390	4288
05:00 PM	30	147	25	202	61	182	25	268	48	224	31	303	72	252	84	408	1181
05:15 PM	34	181	20	235	47	169	24	240	47	213	25	285	79	227	88	394	1154
05:30 PM	39	135	24	198	67	188	35	290	64	210	28	302	67	243	64	374	1164
05:45 PM	33	158	26	217	53	149	29	231	65	194	27	286	61	186	49	296	1030
Total	136	621	95	852	228	688	113	1029	224	841	111	1176	279	908	285	1472	4529
Grand Total	271	1210	196	1677	440	1366	209	2015	445	1592	226	2263	556	1758	548	2862	8817
Apprch %	16.2	72.2	11.7		21.8	67.8	10.4		19.7	70.3	10		19.4	61.4	19.1		
Total %	3.1	13.7	2.2	19	5	15.5	2.4	22.9	5	18.1	2.6	25.7	6.3	19.9	6.2	32.5	

	Knott Avenue Southbound				Katella Avenue Westbound				Knott Avenue Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**41**	143	**25**	209	55	172	19	246	62	200	19	281	72	193	51	316	1052
05:00 PM	30	147	25	202	61	182	25	268	48	**224**	**31**	**303**	72	**252**	84	**408**	**1181**
05:15 PM	34	**181**	20	**235**	47	169	24	240	47	213	25	285	**79**	227	**88**	394	1154
05:30 PM	39	135	24	198	**67**	**188**	**35**	**290**	**64**	210	28	302	67	243	64	374	1164
Total Volume	144	606	94	844	230	711	103	1044	221	847	103	1171	290	915	287	1492	4551
% App. Total	17.1	71.8	11.1		22	68.1	9.9		18.9	72.3	8.8		19.4	61.3	19.2		
PHF	.878	.837	.940	.898	.858	.945	.736	.900	.863	.945	.831	.966	.918	.908	.815	.914	.963

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City of Cypress
N/S: Knott Avenue
E/W: Katella Avenue
Weather: Clear

File Name : 24_CYP_Knott_Kat PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				04:45 PM				05:00 PM				04:45 PM			
+0 mins.	30	147	25	202	55	172	19	246	48	**224**	**31**	**303**	72	193	51	316
+15 mins.	34	**181**	20	**235**	61	182	25	268	47	213	25	285	72	**252**	84	**408**
+30 mins.	**39**	135	24	198	47	169	24	240	64	210	28	302	**79**	227	**88**	394
+45 mins.	33	158	**26**	217	**67**	**188**	**35**	**290**	**65**	194	27	286	67	243	64	374
Total Volume	136	621	95	852	230	711	103	1044	224	841	111	1176	290	915	287	1492
% App. Total	16	72.9	11.2		22	68.1	9.9		19	71.5	9.4		19.4	61.3	19.2	
PHF	.872	.858	.913	.906	.858	.945	.736	.900	.862	.939	.895	.970	.918	.908	.815	.914

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City of Cypress
N/S: Valley View Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 25_CYP_Valley_OW AM
Site Code : 00322257
Start Date : 3/31/2022

Groups Printed- Total Volume

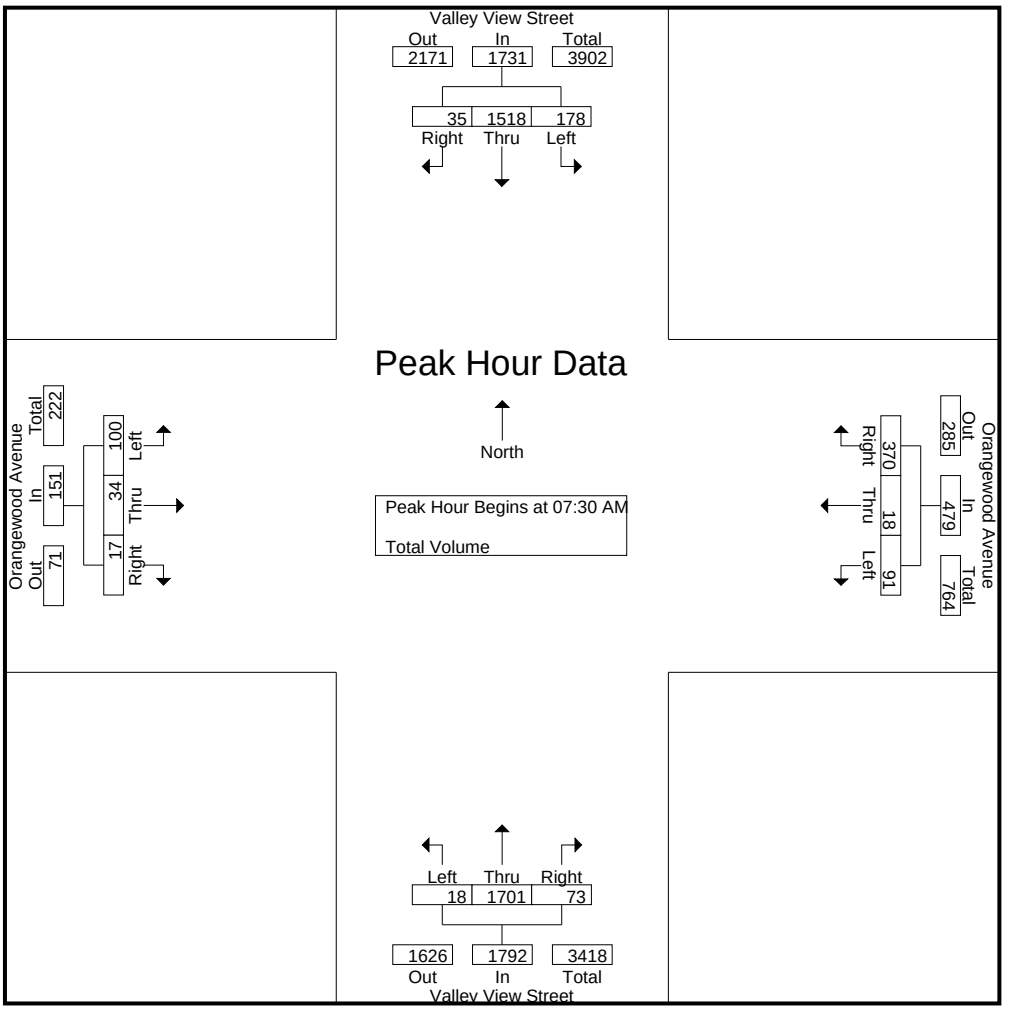
	Valley View Street Southbound				Orangewood Avenue Westbound				Valley View Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	25	328	4	357	23	2	80	105	7	257	9	273	20	1	2	23	758
07:15 AM	37	376	5	418	21	1	88	110	3	400	7	410	20	5	2	27	965
07:30 AM	29	364	8	401	26	4	86	116	9	389	14	412	35	18	5	58	987
07:45 AM	49	423	8	480	23	8	115	146	8	484	21	513	24	8	4	36	1175
Total	140	1491	25	1656	93	15	369	477	27	1530	51	1608	99	32	13	144	3885
08:00 AM	44	321	10	375	18	6	98	122	0	443	16	459	24	1	4	29	985
08:15 AM	56	410	9	475	24	0	71	95	1	385	22	408	17	7	4	28	1006
08:30 AM	41	329	11	381	16	3	64	83	4	358	13	375	24	5	3	32	871
08:45 AM	37	340	12	389	16	0	79	95	6	361	15	382	22	4	6	32	898
Total	178	1400	42	1620	74	9	312	395	11	1547	66	1624	87	17	17	121	3760
Grand Total	318	2891	67	3276	167	24	681	872	38	3077	117	3232	186	49	30	265	7645
Apprch %	9.7	88.2	2		19.2	2.8	78.1		1.2	95.2	3.6		70.2	18.5	11.3		
Total %	4.2	37.8	0.9	42.9	2.2	0.3	8.9	11.4	0.5	40.2	1.5	42.3	2.4	0.6	0.4	3.5	

	Valley View Street Southbound				Orangewood Avenue Westbound				Valley View Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	29	364	8	401	**26**	4	86	116	**9**	389	14	412	**35**	**18**	**5**	**58**	987
07:45 AM	49	**423**	8	**480**	23	**8**	**115**	**146**	8	**484**	21	**513**	24	8	4	36	**1175**
08:00 AM	44	321	**10**	375	18	6	98	122	0	443	16	459	24	1	4	29	985
08:15 AM	**56**	410	9	475	24	0	71	95	1	385	**22**	408	17	7	4	28	1006
Total Volume	178	1518	35	1731	91	18	370	479	18	1701	73	1792	100	34	17	151	4153
% App. Total	10.3	87.7	2		19	3.8	77.2		1	94.9	4.1		66.2	22.5	11.3		
PHF	.795	.897	.875	.902	.875	.563	.804	.820	.500	.879	.830	.873	.714	.472	.850	.651	.884

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City of Cypress
N/S: Valley View Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 25_CYP_Valley_OW AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				07:15 AM				07:30 AM			
+0 mins.	29	364	8	401	21	1	88	110	3	400	7	410	**35**	**18**	**5**	**58**
+15 mins.	49	**423**	8	**480**	**26**	4	86	116	**9**	389	14	412	24	8	4	36
+30 mins.	44	321	**10**	375	23	**8**	**115**	**146**	8	**484**	**21**	**513**	24	1	4	29
+45 mins.	**56**	410	9	475	18	6	98	122	0	443	16	459	17	7	4	28
Total Volume	178	1518	35	1731	88	19	387	494	20	1716	58	1794	100	34	17	151
% App. Total	10.3	87.7	2		17.8	3.8	78.3		1.1	95.7	3.2		66.2	22.5	11.3	
PHF	.795	.897	.875	.902	.846	.594	.841	.846	.556	.886	.690	.874	.714	.472	.850	.651

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City of Cypress
N/S: Valley View Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 25_CYP_Valley_OW PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

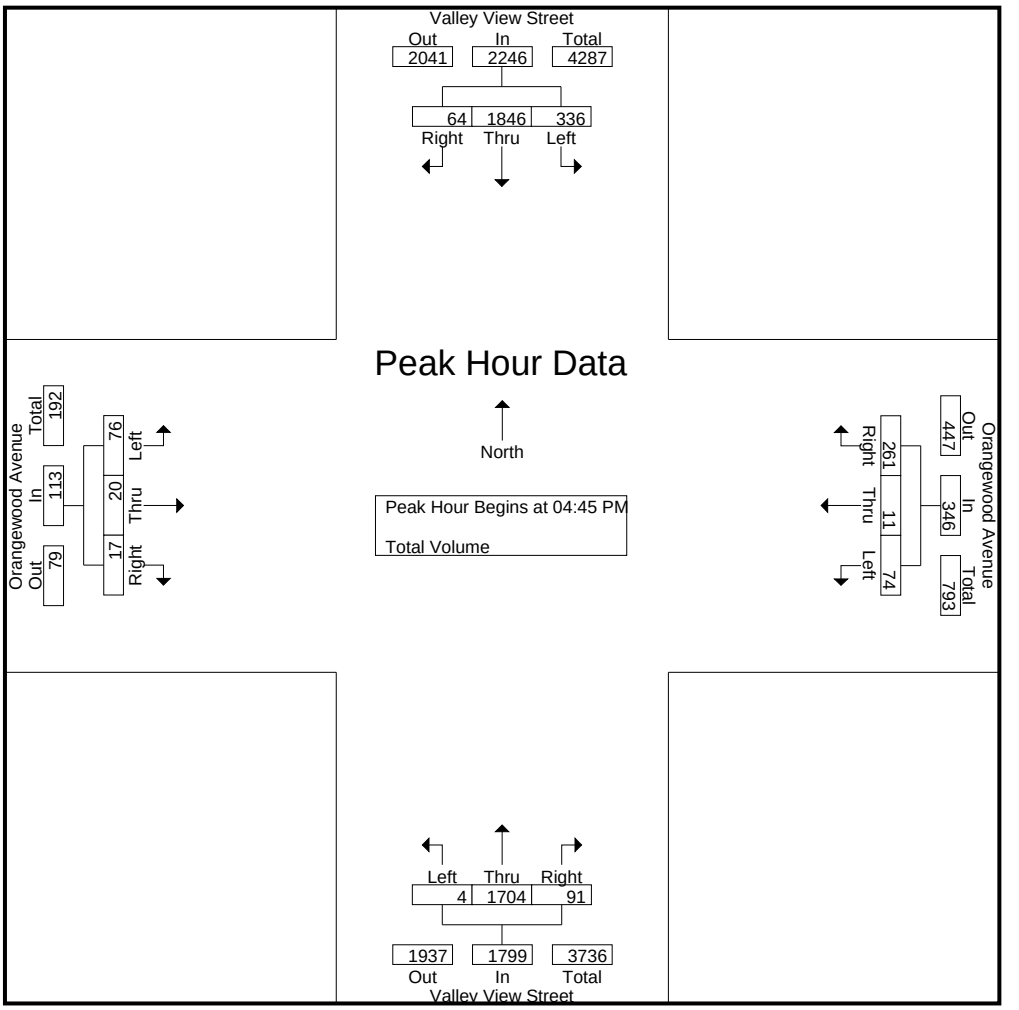
	Valley View Street Southbound				Orangewood Avenue Westbound				Valley View Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	76	429	17	522	20	3	54	77	2	376	25	403	22	3	6	31	1033
04:15 PM	66	434	14	514	20	5	73	98	6	429	16	451	31	3	4	38	1101
04:30 PM	62	432	12	506	30	3	70	103	2	388	26	416	24	8	9	41	1066
04:45 PM	86	460	21	567	19	3	64	86	2	445	22	469	19	6	3	28	1150
Total	290	1755	64	2109	89	14	261	364	12	1638	89	1739	96	20	22	138	4350
05:00 PM	91	465	14	570	18	4	71	93	1	365	23	389	16	4	3	23	1075
05:15 PM	72	465	16	553	19	3	69	91	1	446	27	474	20	7	8	35	1153
05:30 PM	87	456	13	556	18	1	57	76	0	448	19	467	21	3	3	27	1126
05:45 PM	92	372	18	482	17	2	59	78	0	445	25	470	31	4	4	39	1069
Total	342	1758	61	2161	72	10	256	338	2	1704	94	1800	88	18	18	124	4423
Grand Total	632	3513	125	4270	161	24	517	702	14	3342	183	3539	184	38	40	262	8773
Apprch %	14.8	82.3	2.9		22.9	3.4	73.6		0.4	94.4	5.2		70.2	14.5	15.3		
Total %	7.2	40	1.4	48.7	1.8	0.3	5.9	8	0.2	38.1	2.1	40.3	2.1	0.4	0.5	3	

	Valley View Street Southbound				Orangewood Avenue Westbound				Valley View Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	86	460	**21**	567	**19**	3	64	86	**2**	445	22	469	19	6	3	28	1150
05:00 PM	**91**	**465**	14	**570**	18	**4**	**71**	**93**	1	365	23	389	16	4	3	23	1075
05:15 PM	72	465	16	553	19	3	69	91	1	446	**27**	**474**	20	**7**	**8**	**35**	**1153**
05:30 PM	87	456	13	556	18	1	57	76	0	**448**	19	467	**21**	3	3	27	1126
Total Volume	336	1846	64	2246	74	11	261	346	4	1704	91	1799	76	20	17	113	4504
% App. Total	15	82.2	2.8		21.4	3.2	75.4		0.2	94.7	5.1		67.3	17.7	15		
PHF	.923	.992	.762	.985	.974	.688	.919	.930	.500	.951	.843	.949	.905	.714	.531	.807	.977

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City of Cypress
N/S: Valley View Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 25_CYP_Valley_OW PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				04:15 PM				05:00 PM				04:00 PM			
+0 mins.	86	460	**21**	567	20	**5**	**73**	98	**1**	365	23	389	22	3	6	31
+15 mins.	**91**	**465**	14	**570**	**30**	3	70	**103**	1	446	**27**	**474**	**31**	3	4	38
+30 mins.	72	465	16	553	19	3	64	86	0	**448**	19	467	24	**8**	**9**	**41**
+45 mins.	87	456	13	556	18	4	71	93	0	445	25	470	19	6	3	28
Total Volume	336	1846	64	2246	87	15	278	380	2	1704	94	1800	96	20	22	138
% App. Total	15	82.2	2.8		22.9	3.9	73.2		0.1	94.7	5.2		69.6	14.5	15.9	
PHF	.923	.992	.762	.985	.725	.750	.952	.922	.500	.951	.870	.949	.774	.625	.611	.841

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City of Cypress
N/S: Knott Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 26_CYP_Knott_OW AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

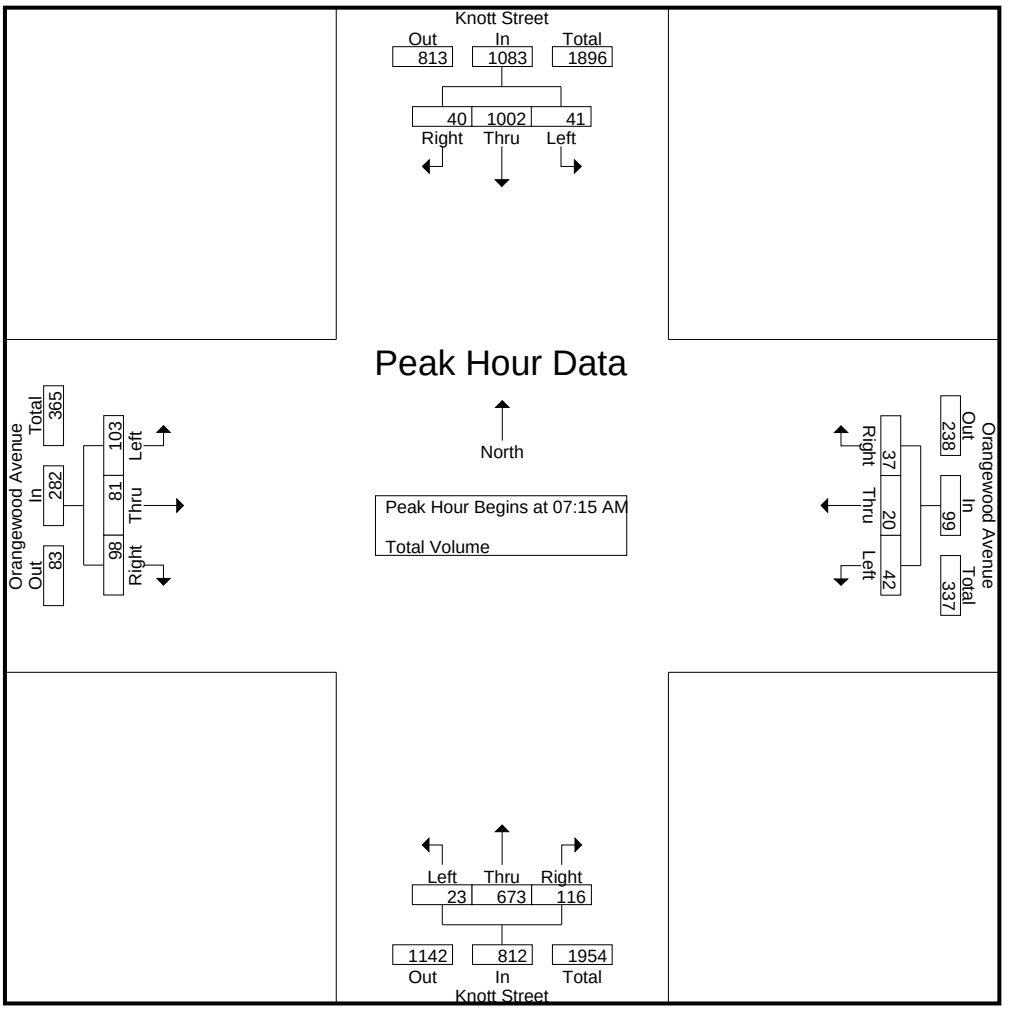
	Knott Street Southbound				Orangewood Avenue Westbound				Knott Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	5	210	7	222	11	5	5	21	4	96	14	114	18	18	16	52	409
07:15 AM	7	237	5	249	8	5	12	25	6	155	24	185	17	15	14	46	505
07:30 AM	12	293	16	321	17	4	7	28	3	134	20	157	28	15	41	84	590
07:45 AM	14	279	9	302	10	6	11	27	10	198	35	243	29	30	27	86	658
Total	38	1019	37	1094	46	20	35	101	23	583	93	699	92	78	98	268	2162
08:00 AM	8	193	10	211	7	5	7	19	4	186	37	227	29	21	16	66	523
08:15 AM	11	195	17	223	8	4	12	24	3	153	18	174	31	23	9	63	484
08:30 AM	11	224	15	250	13	3	12	28	6	191	16	213	27	16	12	55	546
08:45 AM	5	178	6	189	6	8	11	25	5	170	15	190	18	15	15	48	452
Total	35	790	48	873	34	20	42	96	18	700	86	804	105	75	52	232	2005
Grand Total	73	1809	85	1967	80	40	77	197	41	1283	179	1503	197	153	150	500	4167
Apprch %	3.7	92	4.3		40.6	20.3	39.1		2.7	85.4	11.9		39.4	30.6	30		
Total %	1.8	43.4	2	47.2	1.9	1	1.8	4.7	1	30.8	4.3	36.1	4.7	3.7	3.6	12	

	Knott Street Southbound				Orangewood Avenue Westbound				Knott Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	7	237	5	249	8	5	**12**	25	6	155	24	185	17	15	14	46	505
07:30 AM	12	**293**	**16**	**321**	**17**	4	7	**28**	3	134	20	157	28	15	**41**	84	590
07:45 AM	**14**	279	9	302	10	**6**	11	27	**10**	**198**	35	**243**	**29**	**30**	27	**86**	**658**
08:00 AM	8	193	10	211	7	5	7	19	4	186	**37**	227	29	21	16	66	523
Total Volume	41	1002	40	1083	42	20	37	99	23	673	116	812	103	81	98	282	2276
% App. Total	3.8	92.5	3.7		42.4	20.2	37.4		2.8	82.9	14.3		36.5	28.7	34.8		
PHF	.732	.855	.625	.843	.618	.833	.771	.884	.575	.850	.784	.835	.888	.675	.598	.820	.865

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City of Cypress
N/S: Knott Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 26_CYP_Knott_OW AM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:00 AM				07:00 AM				07:45 AM				07:30 AM			
+0 mins.	5	210	7	222	11	5	5	21	**10**	**198**	35	**243**	28	15	**41**	84
+15 mins.	7	237	5	249	8	5	**12**	25	4	186	**37**	227	29	**30**	27	**86**
+30 mins.	12	**293**	**16**	**321**	**17**	4	7	**28**	3	153	18	174	29	21	16	66
+45 mins.	**14**	279	9	302	10	**6**	11	27	6	191	16	213	**31**	23	9	63
Total Volume	38	1019	37	1094	46	20	35	101	23	728	106	857	117	89	93	299
% App. Total	3.5	93.1	3.4		45.5	19.8	34.7		2.7	84.9	12.4		39.1	29.8	31.1	
PHF	.679	.869	.578	.852	.676	.833	.729	.902	.575	.919	.716	.882	.944	.742	.567	.869

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City of Cypress
N/S: Knott Street
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File Name : 26_CYP_Knott_OW PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 1

Groups Printed- Total Volume

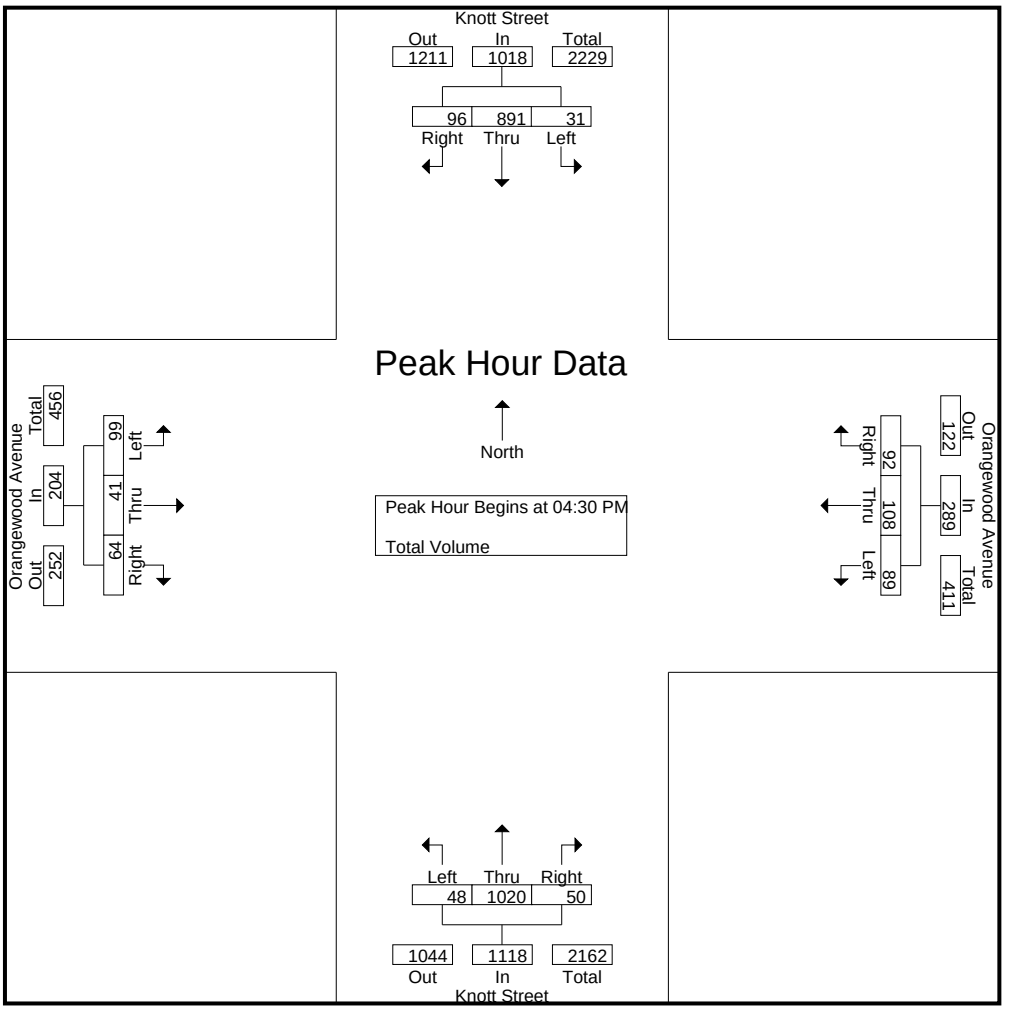
	Knott Street Southbound				Orangewood Avenue Westbound				Knott Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	10	169	22	201	22	24	19	65	10	261	7	278	21	10	16	47	591
04:15 PM	8	234	27	269	20	25	23	68	12	213	15	240	23	8	16	47	624
04:30 PM	7	222	20	249	30	36	29	95	12	251	10	273	24	11	16	51	668
04:45 PM	7	183	22	212	17	22	20	59	11	264	13	288	27	8	20	55	614
Total	32	808	91	931	89	107	91	287	45	989	45	1079	95	37	68	200	2497
05:00 PM	9	210	29	248	25	28	28	81	11	244	18	273	28	14	13	55	657
05:15 PM	8	276	25	309	17	22	15	54	14	261	9	284	20	8	15	43	690
05:30 PM	2	210	20	232	23	14	12	49	9	238	11	258	24	10	21	55	594
05:45 PM	3	198	25	226	18	12	10	40	5	254	20	279	21	8	18	47	592
Total	22	894	99	1015	83	76	65	224	39	997	58	1094	93	40	67	200	2533
Grand Total	54	1702	190	1946	172	183	156	511	84	1986	103	2173	188	77	135	400	5030
Apprch %	2.8	87.5	9.8		33.7	35.8	30.5		3.9	91.4	4.7		47	19.2	33.8		
Total %	1.1	33.8	3.8	38.7	3.4	3.6	3.1	10.2	1.7	39.5	2	43.2	3.7	1.5	2.7	8	

	Knott Street Southbound				Orangewood Avenue Westbound				Knott Street Northbound				Orangewood Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	7	222	20	249	**30**	**36**	**29**	**95**	12	251	10	273	24	11	16	51	668
04:45 PM	7	183	22	212	17	22	20	59	11	**264**	13	**288**	27	8	**20**	**55**	614
05:00 PM	**9**	210	**29**	248	25	28	28	81	11	244	**18**	273	**28**	**14**	13	55	657
05:15 PM	8	**276**	25	**309**	17	22	15	54	**14**	261	9	284	20	8	15	43	**690**
Total Volume	31	891	96	1018	89	108	92	289	48	1020	50	1118	99	41	64	204	2629
% App. Total	3	87.5	9.4		30.8	37.4	31.8		4.3	91.2	4.5		48.5	20.1	31.4		
PHF	.861	.807	.828	.824	.742	.750	.793	.761	.857	.966	.694	.970	.884	.732	.800	.927	.953

Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951)268-6268

City of Cypress
N/S: Knott Street
E/W: Orangewood Avenue
Weather: Clear

File Name : 26_CYP_Knott_OW PM
Site Code : 00322257
Start Date : 3/31/2022
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:30 PM				04:15 PM				04:30 PM				04:15 PM			
+0 mins.	7	222	20	249	20	25	23	68	12	251	10	273	23	8	16	47
+15 mins.	7	183	22	212	**30**	**36**	**29**	**95**	11	**264**	13	**288**	24	11	16	51
+30 mins.	**9**	210	**29**	248	17	22	20	59	11	244	**18**	273	27	8	**20**	**55**
+45 mins.	8	**276**	25	**309**	25	28	28	81	**14**	261	9	284	**28**	**14**	13	55
Total Volume	31	891	96	1018	92	111	100	303	48	1020	50	1118	102	41	65	208
% App. Total	3	87.5	9.4		30.4	36.6	33		4.3	91.2	4.5		49	19.7	31.2	
PHF	.861	.807	.828	.824	.767	.771	.862	.797	.857	.966	.694	.970	.911	.732	.813	.945

APPENDIX B

VOLUME DEVELOPMENT WORKSHEETS

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
1	**Bloomfield Street /Lincoln Avenue**		
NBL		385	443
NBT		0	0
NBR		193	190
SBL		0	0
SBT		0	0
SBR		0	0
EBL		0	0
EBT		582	736
EBR		339	366
WBL		133	135
WBT		697	786
WBR		0	0
North Leg			
	Approach	0	0
	Departure	0	0
	Total	0	0
South Leg			
	Approach	578	633
	Departure	472	501
	Total	1,050	1,134
East Leg			
	Approach	830	921
	Departure	775	926
	Total	1,605	1,847
West Leg			
	Approach	921	1,102
	Departure	1,082	1,229
	Total	2,003	2,331
Total Approaches			
	Approach	2,329	2,656
	Departure	2,329	2,656
	Total	4,658	5,312

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
2	**Lexington Drive-Denni /Lincoln Avenue**		
NBL		173	158
NBT		9	6
NBR		198	121
SBL		18	58
SBT		4	20
SBR		13	181
EBL		66	41
EBT		556	735
EBR		136	141
WBL		276	102
WBT		658	610
WBR		32	26
North Leg			
	Approach	35	259
	Departure	107	73
	Total	142	332
South Leg			
	Approach	380	285
	Departure	416	263
	Total	796	548
East Leg			
	Approach	966	738
	Departure	772	914
	Total	1,738	1,652
West Leg			
	Approach	758	917
	Departure	844	949
	Total	1,602	1,866
Total Approaches			
	Approach	2,139	2,199
	Departure	2,139	2,199
	Total	4,278	4,398

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
3	**Moody Street /Lincoln Avenue**		
NBL		156	109
NBT		526	516
NBR		103	83
SBL		171	148
SBT		721	632
SBR		191	167
EBL		133	159
EBT		471	601
EBR		114	102
WBL		61	75
WBT		538	551
WBR		182	166
North Leg			
	Approach	1,083	947
	Departure	841	841
	Total	1,924	1,788
South Leg			
	Approach	785	708
	Departure	896	809
	Total	1,681	1,517
East Leg			
	Approach	781	792
	Departure	745	832
	Total	1,526	1,624
West Leg			
	Approach	718	862
	Departure	885	827
	Total	1,603	1,689
Total Approaches			
	Approach	3,367	3,309
	Departure	3,367	3,309
	Total	6,734	6,618

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
4	**Walker Street /Lincoln Avenue**		
NBL		82	65
NBT		437	616
NBR		130	143
SBL		111	143
SBT		539	559
SBR		125	100
EBL		89	100
EBT		627	649
EBR		62	75
WBL		111	119
WBT		589	621
WBR		106	156
North Leg			
	Approach	775	802
	Departure	632	872
	Total	1,407	1,674
South Leg			
	Approach	649	824
	Departure	712	753
	Total	1,361	1,577
East Leg			
	Approach	806	896
	Departure	868	935
	Total	1,674	1,831
West Leg			
	Approach	778	824
	Departure	796	786
	Total	1,574	1,610
Total Approaches			
	Approach	3,008	3,346
	Departure	3,008	3,346
	Total	6,016	6,692

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
5	**Valley View Street/Lincoln Avenue**		
NBL		131	221
NBT		792	1,256
NBR		91	155
SBL		108	227
SBT		1,196	1,081
SBR		131	145
EBL		162	231
EBT		371	498
EBR		144	190
WBL		173	213
WBT		505	496
WBR		114	142
North Leg			
	Approach	1,435	1,453
	Departure	1,068	1,629
	Total	2,503	3,082
South Leg			
	Approach	1,014	1,632
	Departure	1,513	1,484
	Total	2,527	3,116
East Leg			
	Approach	792	851
	Departure	570	880
	Total	1,362	1,731
West Leg			
	Approach	677	919
	Departure	767	862
	Total	1,444	1,781
Total Approaches			
	Approach	3,918	4,855
	Departure	3,918	4,855
	Total	7,836	9,710

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
6	**Moody Street /Orange Avenue**		
NBL		102	42
NBT		368	513
NBR		129	65
SBL		158	133
SBT		508	516
SBR		109	75
EBL		132	63
EBT		483	250
EBR		113	33
WBL		64	60
WBT		405	285
WBR		97	102
North Leg			
	Approach	775	724
	Departure	597	678
	Total	1,372	1,402
South Leg			
	Approach	599	620
	Departure	685	609
	Total	1,284	1,229
East Leg			
	Approach	566	447
	Departure	770	448
	Total	1,336	895
West Leg			
	Approach	728	346
	Departure	616	402
	Total	1,344	748
Total Approaches			
	Approach	2,668	2,137
	Departure	2,668	2,137
	Total	5,336	4,274

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Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
7	**Walker Street /Orange Avenue**		
NBL		147	78
NBT		459	680
NBR		125	135
SBL		64	87
SBT		600	598
SBR		113	50
EBL		108	73
EBT		450	390
EBR		109	99
WBL		102	110
WBT		538	360
WBR		88	81
North Leg			
	Approach	777	735
	Departure	655	834
	Total	1,432	1,569
South Leg			
	Approach	731	893
	Departure	811	807
	Total	1,542	1,700
East Leg			
	Approach	728	551
	Departure	639	612
	Total	1,367	1,163
West Leg			
	Approach	667	562
	Departure	798	488
	Total	1,465	1,050
Total Approaches			
	Approach	2,903	2,741
	Departure	2,903	2,741
	Total	5,806	5,482

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Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
8	**Valley View Street/Orange Avenue**		
NBL		118	167
NBT		902	1,537
NBR		99	136
SBL		75	127
SBT		1,255	1,303
SBR		97	127
EBL		123	124
EBT		369	355
EBR		239	127
WBL		131	152
WBT		405	288
WBR		103	134
North Leg			
	Approach	1,427	1,557
	Departure	1,128	1,795
	Total	2,555	3,352
South Leg			
	Approach	1,119	1,840
	Departure	1,625	1,582
	Total	2,744	3,422
East Leg			
	Approach	639	574
	Departure	543	618
	Total	1,182	1,192
West Leg			
	Approach	731	606
	Departure	620	582
	Total	1,351	1,188
Total Approaches			
	Approach	3,916	4,577
	Departure	3,916	4,577
	Total	7,832	9,154

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Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
9	**Holder Street /Orange Avenue**		
NBL		53	54
NBT		78	174
NBR		30	33
SBL		58	51
SBT		119	109
SBR		94	114
EBL		74	96
EBT		336	351
EBR		48	57
WBL		70	30
WBT		435	344
WBR		103	59
North Leg			
	Approach	271	274
	Departure	255	329
	Total	526	603
South Leg			
	Approach	161	261
	Departure	237	196
	Total	398	457
East Leg			
	Approach	608	433
	Departure	424	435
	Total	1,032	868
West Leg			
	Approach	458	504
	Departure	582	512
	Total	1,040	1,016
Total Approaches			
	Approach	1,498	1,472
	Departure	1,498	1,472
	Total	2,996	2,944

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Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
10	**Bloomfield Street /Ball Road**		
NBL		102	115
NBT		612	661
NBR		75	86
SBL		112	191
SBT		550	686
SBR		259	84
EBL		135	150
EBT		193	397
EBR		54	108
WBL		68	65
WBT		325	226
WBR		135	116
North Leg			
	Approach	921	961
	Departure	882	927
	Total	1,803	1,888
South Leg			
	Approach	789	862
	Departure	672	859
	Total	1,461	1,721
East Leg			
	Approach	528	407
	Departure	380	674
	Total	908	1,081
West Leg			
	Approach	382	655
	Departure	686	425
	Total	1,068	1,080
Total Approaches			
	Approach	2,620	2,885
	Departure	2,620	2,885
	Total	5,240	5,770

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
11	**Moody Street /Ball Road**		
NBL		87	74
NBT		252	350
NBR		67	61
SBL		149	104
SBT		476	329
SBR		138	112
EBL		78	128
EBT		816	682
EBR		99	61
WBL		73	72
WBT		814	673
WBR		166	109
North Leg			
	Approach	763	545
	Departure	496	587
	Total	1,259	1,132
South Leg			
	Approach	406	485
	Departure	648	462
	Total	1,054	947
East Leg			
	Approach	1,053	854
	Departure	1,032	847
	Total	2,085	1,701
West Leg			
	Approach	993	871
	Departure	1,039	859
	Total	2,032	1,730
Total Approaches			
	Approach	3,215	2,755
	Departure	3,215	2,755
	Total	6,430	5,510

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
12	**Walker Street /Ball Road**		
NBL		102	85
NBT		339	652
NBR		72	84
SBL		124	142
SBT		579	523
SBR		59	83
EBL		77	92
EBT		732	642
EBR		168	76
WBL		104	89
WBT		770	697
WBR		144	142
North Leg			
	Approach	762	748
	Departure	560	886
	Total	1,322	1,634
South Leg			
	Approach	513	821
	Departure	851	688
	Total	1,364	1,509
East Leg			
	Approach	1,018	928
	Departure	928	868
	Total	1,946	1,796
West Leg			
	Approach	977	810
	Departure	931	865
	Total	1,908	1,675
Total Approaches			
	Approach	3,270	3,307
	Departure	3,270	3,307
	Total	6,540	6,614

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
13	**Valley View Street/Ball Road**		
NBL		205	262
NBT		894	1,508
NBR		81	162
SBL		111	171
SBT		1,238	1,136
SBR		126	203
EBL		172	202
EBT		556	611
EBR		186	177
WBL		264	169
WBT		678	458
WBR		91	129
North Leg			
	Approach	1,475	1,510
	Departure	1,157	1,839
	Total	2,632	3,349
South Leg			
	Approach	1,180	1,932
	Departure	1,688	1,482
	Total	2,868	3,414
East Leg			
	Approach	1,033	756
	Departure	748	944
	Total	1,781	1,700
West Leg			
	Approach	914	990
	Departure	1,009	923
	Total	1,923	1,913
Total Approaches			
	Approach	4,602	5,188
	Departure	4,602	5,188
	Total	9,204	10,376

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
14	**Bloomfield Street /Cerritos Avenue**		
NBL		171	81
NBT		332	424
NBR		173	124
SBL		99	72
SBT		520	269
SBR		110	117
EBL		45	140
EBT		689	851
EBR		166	91
WBL		194	90
WBT		648	702
WBR		65	125
North Leg			
	Approach	729	458
	Departure	442	689
	Total	1,171	1,147
South Leg			
	Approach	676	629
	Departure	880	450
	Total	1,556	1,079
East Leg			
	Approach	907	917
	Departure	961	1,047
	Total	1,868	1,964
West Leg			
	Approach	900	1,082
	Departure	929	900
	Total	1,829	1,982
Total Approaches			
	Approach	3,212	3,086
	Departure	3,212	3,086
	Total	6,424	6,172

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
15	**Lexington Drive-Denni /Cerritos Avenue**		
NBL		37	37
NBT		68	124
NBR		33	81
SBL		122	87
SBT		94	48
SBR		139	77
EBL		77	103
EBT		633	880
EBR		59	34
WBL		86	48
WBT		700	743
WBR		130	113
North Leg			
	Approach	355	212
	Departure	275	340
	Total	630	552
South Leg			
	Approach	138	242
	Departure	239	130
	Total	377	372
East Leg			
	Approach	916	904
	Departure	788	1,048
	Total	1,704	1,952
West Leg			
	Approach	769	1,017
	Departure	876	857
	Total	1,645	1,874
Total Approaches			
	Approach	2,178	2,375
	Departure	2,178	2,375
	Total	4,356	4,750

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour Total Vehicles	PM Peak Hour Total Vehicles
16	**Moody Street /Cerritos Avenue**		
NBL		0	2
NBT		1	1
NBR		0	0
SBL		391	228
SBT		1	0
SBR		217	142
EBL		68	180
EBT		713	918
EBR		1	1
WBL		1	1
WBT		698	774
WBR		160	304
North Leg			
	Approach	609	370
	Departure	229	485
	Total	838	855
South Leg			
	Approach	1	3
	Departure	3	2
	Total	4	5
East Leg			
	Approach	859	1,079
	Departure	1,104	1,146
	Total	1,963	2,225
West Leg			
	Approach	782	1,099
	Departure	915	918
	Total	1,697	2,017
Total Approaches			
	Approach	2,251	2,551
	Departure	2,251	2,551
	Total	4,502	5,102

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
17	**Walker Street /Cerritos Avenue**		
NBL		98	258
NBT		238	567
NBR		61	160
SBL		130	110
SBT		564	428
SBR		41	68
EBL		27	77
EBT		767	824
EBR		287	214
WBL		85	94
WBT		734	770
WBR		109	148
North Leg			
	Approach	735	606
	Departure	374	792
	Total	1,109	1,398
South Leg			
	Approach	397	985
	Departure	936	736
	Total	1,333	1,721
East Leg			
	Approach	928	1,012
	Departure	958	1,094
	Total	1,886	2,106
West Leg			
	Approach	1,081	1,115
	Departure	873	1,096
	Total	1,954	2,211
Total Approaches			
	Approach	3,141	3,718
	Departure	3,141	3,718
	Total	6,282	7,436

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
18	**Valley View Street/Cerritos Avenue**		
NBL		199	283
NBT		955	1,599
NBR		46	163
SBL		267	140
SBT		1,267	1,168
SBR		105	224
EBL		117	238
EBT		404	599
EBR		289	220
WBL		121	94
WBT		512	459
WBR		107	109
North Leg			
	Approach	1,639	1,532
	Departure	1,179	1,946
	Total	2,818	3,478
South Leg			
	Approach	1,200	2,045
	Departure	1,677	1,482
	Total	2,877	3,527
East Leg			
	Approach	740	662
	Departure	717	902
	Total	1,457	1,564
West Leg			
	Approach	810	1,057
	Departure	816	966
	Total	1,626	2,023
Total Approaches			
	Approach	4,389	5,296
	Departure	4,389	5,296
	Total	8,778	10,592

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
19	**Lexington Drive /Katella Avenue**		
NBL		66	113
NBT		36	39
NBR		88	194
SBL		80	82
SBT		13	11
SBR		97	82
EBL		104	93
EBT		1,120	1,363
EBR		135	49
WBL		126	78
WBT		1,090	1,263
WBR		74	79
North Leg			
	Approach	190	175
	Departure	214	211
	Total	404	386
South Leg			
	Approach	190	346
	Departure	274	138
	Total	464	484
East Leg			
	Approach	1,290	1,420
	Departure	1,288	1,639
	Total	2,578	3,059
West Leg			
	Approach	1,359	1,505
	Departure	1,253	1,458
	Total	2,612	2,963
Total Approaches			
	Approach	3,029	3,446
	Departure	3,029	3,446
	Total	6,058	6,892

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
20	**Siboney Street-Race Track/Katella Avenue**		
NBL		29	54
NBT		2	2
NBR		30	35
SBL		35	80
SBT		2	2
SBR		7	41
EBL		91	130
EBT		1,229	1,489
EBR		34	33
WBL		35	54
WBT		1,329	1,373
WBR		31	37
North Leg			
	Approach	44	123
	Departure	124	169
	Total	168	292
South Leg			
	Approach	61	91
	Departure	71	89
	Total	132	180
East Leg			
	Approach	1,395	1,464
	Departure	1,294	1,604
	Total	2,689	3,068
West Leg			
	Approach	1,354	1,652
	Departure	1,365	1,468
	Total	2,719	3,120
Total Approaches			
	Approach	2,854	3,330
	Departure	2,854	3,330
	Total	5,708	6,660

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
21	**Walker Street /Katella Avenue**		
NBL		1	8
NBT		0	4
NBR		3	2
SBL		509	490
SBT		0	2
SBR		218	246
EBL		221	343
EBT		1,051	1,382
EBR		4	2
WBL		9	1
WBT		1,193	1,354
WBR		303	322
North Leg			
	Approach	727	738
	Departure	524	669
	Total	1,251	1,407
South Leg			
	Approach	4	14
	Departure	13	5
	Total	17	19
East Leg			
	Approach	1,505	1,677
	Departure	1,563	1,874
	Total	3,068	3,551
West Leg			
	Approach	1,276	1,727
	Departure	1,412	1,608
	Total	2,688	3,335
Total Approaches			
	Approach	3,512	4,156
	Departure	3,512	4,156
	Total	7,024	8,312

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
22	**Valley View Street/Katella Avenue**		
NBL		639	510
NBT		1,239	1,406
NBR		169	168
SBL		177	161
SBT		1,059	1,156
SBR		198	209
EBL		153	279
EBT		652	796
EBR		470	661
WBL		131	275
WBT		710	743
WBR		109	201
North Leg			
	Approach	1,434	1,526
	Departure	1,501	1,886
	Total	2,935	3,412
South Leg			
	Approach	2,047	2,084
	Departure	1,660	2,092
	Total	3,707	4,176
East Leg			
	Approach	950	1,219
	Departure	998	1,125
	Total	1,948	2,344
West Leg			
	Approach	1,275	1,736
	Departure	1,547	1,462
	Total	2,822	3,198
Total Approaches			
	Approach	5,706	6,565
	Departure	5,706	6,565
	Total	11,412	13,130

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
23	**Holder Street /Katella Avenue**		
NBL		1	37
NBT		0	8
NBR		2	22
SBL		87	123
SBT		5	3
SBR		108	92
EBL		30	57
EBT		791	1,123
EBR		24	7
WBL		30	11
WBT		943	986
WBR		97	145
North Leg			
	Approach	200	218
	Departure	127	210
	Total	327	428
South Leg			
	Approach	3	67
	Departure	59	21
	Total	62	88
East Leg			
	Approach	1,070	1,142
	Departure	880	1,268
	Total	1,950	2,410
West Leg			
	Approach	845	1,187
	Departure	1,052	1,115
	Total	1,897	2,302
Total Approaches			
	Approach	2,118	2,614
	Departure	2,118	2,614
	Total	4,236	5,228

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour Total Vehicles	PM Peak Hour Total Vehicles
24	**Knott Avenue /Katella Avenue**		
NBL		224	221
NBT		445	847
NBR		108	103
SBL		81	144
SBT		770	606
SBR		129	94
EBL		57	290
EBT		502	915
EBR		180	287
WBL		178	230
WBT		781	711
WBR		64	103
North Leg			
	Approach	980	844
	Departure	566	1,240
	Total	1,546	2,084
South Leg			
	Approach	777	1,171
	Departure	1,128	1,123
	Total	1,905	2,294
East Leg			
	Approach	1,023	1,044
	Departure	691	1,162
	Total	1,714	2,206
West Leg			
	Approach	739	1,492
	Departure	1,134	1,026
	Total	1,873	2,518
Total Approaches			
	Approach	3,519	4,551
	Departure	3,519	4,551
	Total	7,038	9,102

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
25	**Valley View Street/Orangewood Avenue**		
NBL		18	4
NBT		1,701	1,704
NBR		73	91
SBL		178	336
SBT		1,518	1,846
SBR		35	64
EBL		100	76
EBT		34	20
EBR		17	17
WBL		91	74
WBT		18	11
WBR		370	261
North Leg			
	Approach	1,731	2,246
	Departure	2,171	2,041
	Total	3,902	4,287
South Leg			
	Approach	1,792	1,799
	Departure	1,626	1,937
	Total	3,418	3,736
East Leg			
	Approach	479	346
	Departure	285	447
	Total	764	793
West Leg			
	Approach	151	113
	Departure	71	79
	Total	222	192
Total Approaches			
	Approach	4,153	4,504
	Departure	4,153	4,504
	Total	8,306	9,008

LSA

Table B-1 - Existing Peak Hour Volumes
(Intersections Without Classification Counts)

		AM Peak Hour	PM Peak Hour
		Total Vehicles	Total Vehicles
26	**Knott Avenue /Orangewood Avenue**		
NBL		23	48
NBT		673	1,020
NBR		116	50
SBL		41	31
SBT		1,002	891
SBR		40	96
EBL		103	99
EBT		81	41
EBR		98	64
WBL		42	89
WBT		20	108
WBR		37	92
North Leg			
	Approach	1,083	1,018
	Departure	813	1,211
	Total	1,896	2,229
South Leg			
	Approach	812	1,118
	Departure	1,142	1,044
	Total	1,954	2,162
East Leg			
	Approach	99	289
	Departure	238	122
	Total	337	411
West Leg			
	Approach	282	204
	Departure	83	252
	Total	365	456
Total Approaches			
	Approach	2,276	2,629
	Departure	2,276	2,629
	Total	4,552	5,258

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
1 Bloomfield Street /Lincoln Avenue								
NBL	385	404	404	0	443	463	461	-2
NBT	0	0	0	0	0	0	0	0
NBR	193	365	357	-8	190	305	304	-1
SBL	0	0	0	0	0	0	0	0
SBT	0	0	0	0	0	0	0	0
SBR	0	0	0	0	0	0	0	0
EBL	0	0	0	0	0	0	0	0
EBT	582	1,069	1,045	-24	736	865	914	49
EBR	339	432	428	-4	366	384	384	0
WBL	133	275	275	0	135	243	240	-3
WBT	697	798	856	58	786	1,200	1,190	-10
WBR	0	0	0	0	0	0	0	0
North Leg								
Approach	0	0	0		0	0	0	
Departure	0	0	0		0	0	0	
Total	0	0	0		0	0	0	
South Leg								
Approach	578	769	761		633	768	765	
Departure	472	707	703		501	627	624	
Total	1,050	1,476	1,464		1,134	1,395	1,389	
East Leg								
Approach	830	1,073	1,131		921	1,443	1,430	
Departure	775	1,434	1,402		926	1,170	1,218	
Total	1,605	2,507	2,533		1,847	2,613	2,648	
West Leg								
Approach	921	1,501	1,473		1,102	1,249	1,298	
Departure	1,082	1,202	1,260		1,229	1,663	1,651	
Total	2,003	2,703	2,733		2,331	2,912	2,949	
Total Approaches								
Approach	2,329	3,343	3,365		2,656	3,460	3,493	
Departure	2,329	3,343	3,365		2,656	3,460	3,493	
Total	4,658	6,687	6,731		5,312	6,921	6,987	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
2 Lexington Drive-Denni /Lincoln Avenue								
NBL	173	182	184	2	158	166	166	0
NBT	9	9	9	0	6	6	6	0
NBR	198	230	260	30	121	127	127	0
SBL	18	21	21	0	58	61	61	0
SBT	4	4	4	0	20	21	21	0
SBR	13	14	14	0	181	188	186	-2
EBL	66	72	71	-1	41	43	43	0
EBT	556	1,184	1,165	-19	735	980	1,006	26
EBR	136	165	153	-12	141	141	163	22
WBL	276	280	290	10	102	132	151	19
WBT	658	922	955	33	610	1,130	1,128	-2
WBR	32	34	34	0	26	31	31	0
North Leg								
Approach	35	39	39		259	270	268	
Departure	107	115	114		73	80	80	
Total	142	154	153		332	350	348	
South Leg								
Approach	380	421	453		285	299	299	
Departure	416	449	447		263	294	335	
Total	796	870	900		548	593	634	
East Leg								
Approach	966	1,236	1,278		738	1,293	1,310	
Departure	772	1,435	1,446		914	1,168	1,194	
Total	1,738	2,671	2,724		1,652	2,461	2,504	
West Leg								
Approach	758	1,421	1,389		917	1,164	1,212	
Departure	844	1,117	1,153		949	1,484	1,480	
Total	1,602	2,538	2,542		1,866	2,648	2,692	
Total Approaches								
Approach	2,139	3,117	3,160		2,199	3,026	3,089	
Departure	2,139	3,117	3,160		2,199	3,026	3,089	
Total	4,278	6,233	6,319		4,398	6,052	6,178	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
3 Moody Street /Lincoln Avenue								
NBL	156	199	201	2	109	178	174	-4
NBT	526	552	552	0	516	518	532	14
NBR	103	210	227	17	83	142	153	11
SBL	171	210	229	19	148	155	152	-3
SBT	721	769	783	14	632	664	664	0
SBR	191	201	201	0	167	175	175	0
EBL	133	140	140	0	159	167	167	0
EBT	471	1,055	1,082	27	601	843	863	20
EBR	114	221	213	-8	102	122	126	4
WBL	61	127	129	2	75	128	147	19
WBT	538	807	817	10	551	1,055	1,091	36
WBR	182	191	186	-5	166	195	212	17
North Leg								
Approach	1,083	1,180	1,213		947	994	991	
Departure	841	883	878		841	880	911	
Total	1,924	2,063	2,091		1,788	1,874	1,902	
South Leg								
Approach	785	961	980		708	838	859	
Departure	896	1,117	1,125		809	914	937	
Total	1,681	2,078	2,105		1,517	1,752	1,796	
East Leg								
Approach	781	1,125	1,132		792	1,378	1,450	
Departure	745	1,475	1,538		832	1,140	1,168	
Total	1,526	2,600	2,670		1,624	2,518	2,618	
West Leg								
Approach	718	1,416	1,435		862	1,132	1,156	
Departure	885	1,207	1,219		827	1,408	1,440	
Total	1,603	2,622	2,653		1,689	2,540	2,596	
Total Approaches								
Approach	3,367	4,682	4,760		3,309	4,342	4,456	
Departure	3,367	4,682	4,760		3,309	4,342	4,456	
Total	6,734	9,363	9,519		6,618	8,685	8,912	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
4 Walker Street /Lincoln Avenue								
NBL	82	88	94	6	65	102	103	1
NBT	437	459	459	0	616	647	647	0
NBR	130	193	203	10	143	171	169	-2
SBL	111	158	158	0	143	150	148	-2
SBT	539	576	575	-1	559	587	587	0
SBR	125	129	130	1	100	130	139	9
EBL	89	120	122	2	100	107	112	5
EBT	627	1,291	1,349	58	649	844	867	23
EBR	62	96	100	4	75	91	92	1
WBL	111	163	164	1	119	155	157	2
WBT	589	837	844	7	621	1,138	1,201	63
WBR	106	136	132	-4	156	179	188	9
North Leg								
Approach	775	863	863		802	867	874	
Departure	632	715	713		872	933	947	
Total	1,407	1,578	1,576		1,674	1,800	1,821	
South Leg								
Approach	649	740	756		824	920	919	
Departure	712	835	839		753	833	836	
Total	1,361	1,575	1,595		1,577	1,753	1,755	
East Leg								
Approach	806	1,136	1,140		896	1,472	1,546	
Departure	868	1,642	1,710		935	1,165	1,184	
Total	1,674	2,778	2,850		1,831	2,637	2,730	
West Leg								
Approach	778	1,507	1,571		824	1,042	1,071	
Departure	796	1,054	1,068		786	1,370	1,443	
Total	1,574	2,561	2,639		1,610	2,412	2,514	
Total Approaches								
Approach	3,008	4,246	4,330		3,346	4,301	4,410	
Departure	3,008	4,246	4,330		3,346	4,301	4,410	
Total	6,016	8,492	8,660		6,692	8,602	8,820	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
5 Valley View Street/Lincoln Avenue								
NBL	131	142	141	-1	221	286	310	24
NBT	792	832	832	0	1,256	1,319	1,319	0
NBR	91	116	123	7	155	180	180	0
SBL	108	172	189	17	227	304	296	-8
SBT	1,196	1,314	1,334	20	1,081	1,135	1,135	0
SBR	131	177	183	6	145	216	229	13
EBL	162	282	282	0	231	269	273	4
EBT	371	929	973	44	498	675	688	13
EBR	144	248	240	-8	190	200	195	-5
WBL	173	213	207	-6	213	261	263	2
WBT	505	762	758	-4	496	939	1,001	62
WBR	114	141	142	1	142	207	203	-4
North Leg								
Approach	1,435	1,663	1,706		1,453	1,655	1,660	
Departure	1,068	1,255	1,256		1,629	1,795	1,795	
Total	2,503	2,918	2,962		3,082	3,450	3,455	
South Leg								
Approach	1,014	1,090	1,096		1,632	1,785	1,809	
Departure	1,513	1,775	1,781		1,484	1,596	1,593	
Total	2,527	2,865	2,877		3,116	3,380	3,402	
East Leg								
Approach	792	1,116	1,107		851	1,407	1,467	
Departure	570	1,217	1,285		880	1,159	1,164	
Total	1,362	2,333	2,392		1,731	2,566	2,631	
West Leg								
Approach	677	1,459	1,495		919	1,144	1,156	
Departure	767	1,081	1,082		862	1,441	1,540	
Total	1,444	2,540	2,577		1,781	2,585	2,696	
Total Approaches								
Approach	3,918	5,328	5,404		4,855	5,990	6,092	
Departure	3,918	5,328	5,404		4,855	5,990	6,092	
Total	7,836	10,655	10,807		9,710	11,981	12,184	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
6 Moody Street /Orange Avenue								
NBL	102	107	107	0	42	53	61	8
NBT	368	386	386	0	513	623	637	14
NBR	129	135	135	0	65	68	68	0
SBL	158	218	206	-12	133	137	140	3
SBT	508	624	646	22	516	542	542	0
SBR	109	146	137	-9	75	125	122	-3
EBL	132	228	226	-2	63	66	66	0
EBT	483	547	560	13	250	263	263	0
EBR	113	114	128	14	33	35	35	0
WBL	64	67	67	0	60	63	63	0
WBT	405	425	425	0	285	316	333	17
WBR	97	113	111	-2	102	109	103	-6
North Leg								
Approach	775	988	989		724	804	803	
Departure	597	727	723		678	798	806	
Total	1,372	1,715	1,712		1,402	1,602	1,610	
South Leg								
Approach	599	629	629		620	744	766	
Departure	685	805	841		609	639	639	
Total	1,284	1,434	1,470		1,229	1,384	1,406	
East Leg								
Approach	566	605	603		447	488	499	
Departure	770	900	901		448	468	470	
Total	1,336	1,506	1,505		895	956	969	
West Leg								
Approach	728	889	914		346	363	363	
Departure	616	678	669		402	494	516	
Total	1,344	1,567	1,583		748	857	879	
Total Approaches								
Approach	2,668	3,111	3,135		2,137	2,399	2,432	
Departure	2,668	3,111	3,135		2,137	2,399	2,432	
Total	5,336	6,223	6,271		4,274	4,799	4,864	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
7 Walker Street /Orange Avenue								
NBL	147	154	154	0	78	78	85	7
NBT	459	503	522	19	680	728	727	-1
NBR	125	158	172	14	135	144	149	5
SBL	64	86	90	4	87	91	91	0
SBT	600	706	705	-1	598	610	615	5
SBR	113	119	119	0	50	53	53	0
EBL	108	114	114	0	73	77	77	0
EBT	450	548	575	27	390	410	410	0
EBR	109	116	117	1	99	104	104	0
WBL	102	105	104	-1	110	147	154	7
WBT	538	565	565	0	360	421	453	32
WBR	88	90	89	-1	81	102	100	-2
North Leg								
Approach	777	911	914		735	754	759	
Departure	655	707	725		834	907	904	
Total	1,432	1,618	1,639		1,569	1,661	1,663	
South Leg								
Approach	731	815	848		893	950	961	
Departure	811	927	926		807	861	873	
Total	1,542	1,742	1,774		1,700	1,811	1,834	
East Leg								
Approach	728	760	758		551	670	707	
Departure	639	792	837		612	645	650	
Total	1,367	1,552	1,595		1,163	1,315	1,357	
West Leg								
Approach	667	778	806		562	590	590	
Departure	798	838	838		488	552	591	
Total	1,465	1,616	1,644		1,050	1,142	1,181	
Total Approaches								
Approach	2,903	3,264	3,326		2,741	2,964	3,017	
Departure	2,903	3,264	3,326		2,741	2,964	3,017	
Total	5,806	6,528	6,652		5,482	5,928	6,034	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
8 Valley View Street/Orange Avenue								
NBL	118	124	124	0	167	215	224	9
NBT	902	947	947	0	1,537	1,615	1,633	18
NBR	99	141	144	3	136	137	143	6
SBL	75	98	103	5	127	133	133	0
SBT	1,255	1,500	1,509	9	1,303	1,368	1,368	0
SBR	97	102	102	0	127	140	152	12
EBL	123	129	129	0	124	130	130	0
EBT	369	488	524	36	355	373	373	0
EBR	239	290	298	8	127	133	133	0
WBL	131	145	140	-5	152	163	160	-3
WBT	405	425	425	0	288	344	363	19
WBR	103	108	108	0	134	141	134	-7
North Leg								
Approach	1,427	1,700	1,714		1,557	1,642	1,654	
Departure	1,128	1,184	1,184		1,795	1,886	1,897	
Total	2,555	2,884	2,898		3,352	3,527	3,551	
South Leg								
Approach	1,119	1,212	1,215		1,840	1,967	2,000	
Departure	1,625	1,935	1,947		1,582	1,665	1,662	
Total	2,744	3,147	3,162		3,422	3,632	3,661	
East Leg								
Approach	639	678	673		574	648	657	
Departure	543	727	771		618	643	649	
Total	1,182	1,405	1,444		1,192	1,291	1,306	
West Leg								
Approach	731	907	951		606	636	636	
Departure	620	651	651		582	699	739	
Total	1,351	1,558	1,602		1,188	1,335	1,375	
Total Approaches								
Approach	3,916	4,497	4,553		4,577	4,893	4,947	
Departure	3,916	4,497	4,553		4,577	4,893	4,947	
Total	7,832	8,995	9,107		9,154	9,785	9,893	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
9 Holder Street /Orange Avenue								
NBL	53	179	175	-4	54	168	174	6
NBT	78	255	253	-2	174	411	422	11
NBR	30	125	126	1	33	86	86	0
SBL	58	61	61	0	51	54	54	0
SBT	119	320	339	19	109	296	297	1
SBR	94	99	99	0	114	120	120	0
EBL	74	78	78	0	96	101	101	0
EBT	336	380	406	26	351	369	369	0
EBR	48	196	212	16	57	151	150	-1
WBL	70	183	180	-3	30	105	108	3
WBT	435	457	457	0	344	361	361	0
WBR	103	108	108	0	59	62	62	0
North Leg								
Approach	271	480	499		274	469	470	
Departure	255	441	439		329	574	585	
Total	526	920	937		603	1,043	1,055	
South Leg								
Approach	161	559	554		261	665	682	
Departure	237	699	731		196	552	555	
Total	398	1,258	1,285		457	1,217	1,237	
East Leg								
Approach	608	748	745		433	528	531	
Departure	424	566	593		435	508	508	
Total	1,032	1,314	1,338		868	1,036	1,039	
West Leg								
Approach	458	654	696		504	620	619	
Departure	582	734	730		512	649	655	
Total	1,040	1,388	1,426		1,016	1,269	1,274	
Total Approaches								
Approach	1,498	2,440	2,493		1,472	2,283	2,303	
Departure	1,498	2,440	2,493		1,472	2,283	2,303	
Total	2,996	4,880	4,986		2,944	4,566	4,606	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
10 Bloomfield Street /Ball Road								
NBL	102	107	105	-2	115	125	131	6
NBT	612	704	704	0	661	694	694	0
NBR	75	96	98	2	86	90	90	0
SBL	112	139	138	-1	191	201	198	-3
SBT	550	589	605	16	686	757	756	-1
SBR	259	272	272	0	84	127	123	-4
EBL	135	198	187	-11	150	164	161	-3
EBT	193	315	304	-11	397	417	417	0
EBR	54	76	76	0	108	113	113	0
WBL	68	71	73	2	65	68	68	0
WBT	325	341	341	0	226	301	296	-5
WBR	135	137	143	6	116	136	133	-3
North Leg								
Approach	921	1,000	1,015		961	1,085	1,077	
Departure	882	1,039	1,034		927	994	988	
Total	1,803	2,039	2,049		1,888	2,079	2,065	
South Leg								
Approach	789	907	907		862	909	915	
Departure	672	736	754		859	939	938	
Total	1,461	1,644	1,661		1,721	1,848	1,853	
East Leg								
Approach	528	550	557		407	505	497	
Departure	380	550	540		674	708	705	
Total	908	1,100	1,097		1,081	1,213	1,202	
West Leg								
Approach	382	589	567		655	694	691	
Departure	686	720	718		425	553	550	
Total	1,068	1,309	1,285		1,080	1,247	1,241	
Total Approaches								
Approach	2,620	3,046	3,046		2,885	3,193	3,181	
Departure	2,620	3,046	3,046		2,885	3,193	3,181	
Total	5,240	6,091	6,092		5,770	6,387	6,362	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
11 Moody Street /Ball Road								
NBL	87	91	92	1	74	99	84	-15
NBT	252	265	265	0	350	397	387	-10
NBR	67	76	71	-5	61	64	64	0
SBL	149	168	182	14	104	109	109	0
SBT	476	516	517	1	329	345	329	-16
SBR	138	142	168	26	112	118	122	4
EBL	78	82	83	1	128	144	160	16
EBT	816	990	993	3	682	716	716	0
EBR	99	116	107	-9	61	79	72	-7
WBL	73	77	77	0	72	81	77	-4
WBT	814	855	855	0	673	777	784	7
WBR	166	174	174	0	109	114	123	9
North Leg								
Approach	763	826	867		545	572	560	
Departure	496	521	522		587	655	670	
Total	1,259	1,347	1,389		1,132	1,228	1,230	
South Leg								
Approach	406	432	428		485	560	535	
Departure	648	709	701		462	505	478	
Total	1,054	1,140	1,128		947	1,066	1,013	
East Leg								
Approach	1,053	1,106	1,106		854	972	984	
Departure	1,032	1,234	1,246		847	889	889	
Total	2,085	2,340	2,352		1,701	1,862	1,873	
West Leg								
Approach	993	1,188	1,183		871	939	948	
Departure	1,039	1,088	1,115		859	994	990	
Total	2,032	2,276	2,298		1,730	1,933	1,938	
Total Approaches								
Approach	3,215	3,551	3,583		2,755	3,044	3,027	
Departure	3,215	3,551	3,583		2,755	3,044	3,027	
Total	6,430	7,102	7,167		5,510	6,088	6,055	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
12 Walker Street /Ball Road								
NBL	102	107	107	0	85	89	89	0
NBT	339	382	424	42	652	688	696	8
NBR	72	91	103	12	84	88	88	0
SBL	124	200	203	3	142	149	149	0
SBT	579	709	709	0	523	549	570	21
SBR	59	66	67	1	83	90	86	-4
EBL	77	81	80	-1	92	93	98	5
EBT	732	862	872	10	642	674	674	0
EBR	168	176	176	0	76	80	80	0
WBL	104	109	109	0	89	96	106	10
WBT	770	809	809	0	697	778	790	12
WBR	144	160	158	-2	142	180	194	14
North Leg								
Approach	762	975	979		748	788	805	
Departure	560	623	662		886	961	988	
Total	1,322	1,598	1,641		1,634	1,749	1,793	
South Leg								
Approach	513	580	634		821	865	873	
Departure	851	995	995		688	725	756	
Total	1,364	1,575	1,629		1,509	1,590	1,629	
East Leg								
Approach	1,018	1,078	1,076		928	1,054	1,090	
Departure	928	1,153	1,178		868	911	911	
Total	1,946	2,231	2,254		1,796	1,965	2,001	
West Leg								
Approach	977	1,119	1,128		810	847	852	
Departure	931	982	983		865	957	965	
Total	1,908	2,101	2,111		1,675	1,804	1,817	
Total Approaches								
Approach	3,270	3,752	3,817		3,307	3,554	3,620	
Departure	3,270	3,752	3,817		3,307	3,554	3,620	
Total	6,540	7,504	7,634		6,614	7,109	7,241	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
13 Valley View Street/Ball Road								
NBL	205	215	215	0	262	292	298	6
NBT	894	939	939	0	1,508	1,592	1,602	10
NBR	81	87	88	1	162	170	170	0
SBL	111	150	154	4	171	180	180	0
SBT	1,238	1,470	1,473	3	1,136	1,193	1,193	0
SBR	126	132	133	1	203	226	233	7
EBL	172	202	207	5	202	212	212	0
EBT	556	732	751	19	611	642	642	0
EBR	186	215	215	0	177	186	186	0
WBL	264	264	277	13	169	170	172	2
WBT	678	712	712	0	458	535	559	24
WBR	91	93	92	-1	129	143	147	4
North Leg								
Approach	1,475	1,752	1,760		1,510	1,598	1,605	
Departure	1,157	1,234	1,238		1,839	1,947	1,961	
Total	2,632	2,986	2,998		3,349	3,545	3,566	
South Leg								
Approach	1,180	1,241	1,242		1,932	2,054	2,070	
Departure	1,688	1,949	1,965		1,482	1,549	1,551	
Total	2,868	3,190	3,207		3,414	3,603	3,621	
East Leg								
Approach	1,033	1,069	1,081		756	848	878	
Departure	748	969	993		944	991	991	
Total	1,781	2,038	2,074		1,700	1,839	1,869	
West Leg								
Approach	914	1,149	1,173		990	1,040	1,040	
Departure	1,009	1,059	1,060		923	1,053	1,090	
Total	1,923	2,208	2,233		1,913	2,093	2,130	
Total Approaches								
Approach	4,602	5,211	5,256		5,188	5,540	5,593	
Departure	4,602	5,211	5,256		5,188	5,540	5,593	
Total	9,204	10,422	10,512		10,376	11,080	11,186	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
14 Bloomfield Street /Cerritos Avenue								
NBL	171	176	189	13	81	87	89	2
NBT	332	421	427	6	424	445	445	0
NBR	173	185	190	5	124	130	130	0
SBL	99	115	118	3	72	77	77	0
SBT	520	547	561	14	269	315	311	-4
SBR	110	123	133	10	117	142	146	4
EBL	45	69	68	-1	140	147	147	0
EBT	689	894	883	-11	851	894	894	0
EBR	166	194	192	-2	91	93	93	0
WBL	194	204	204	0	90	104	99	-5
WBT	648	680	652	-28	702	843	835	-8
WBR	65	77	76	-1	125	128	131	3
North Leg								
Approach	729	785	812		458	534	534	
Departure	442	567	571		689	720	723	
Total	1,171	1,352	1,383		1,147	1,254	1,257	
South Leg								
Approach	676	782	806		629	662	664	
Departure	880	945	957		450	512	503	
Total	1,556	1,727	1,763		1,079	1,174	1,167	
East Leg								
Approach	907	961	932		917	1,075	1,065	
Departure	961	1,194	1,191		1,047	1,101	1,101	
Total	1,868	2,155	2,123		1,964	2,176	2,166	
West Leg								
Approach	900	1,157	1,143		1,082	1,134	1,134	
Departure	929	979	974		900	1,072	1,070	
Total	1,829	2,136	2,117		1,982	2,206	2,204	
Total Approaches								
Approach	3,212	3,685	3,693		3,086	3,405	3,397	
Departure	3,212	3,685	3,693		3,086	3,405	3,397	
Total	6,424	7,370	7,385		6,172	6,810	6,794	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
15 Lexington Drive-Denni /Cerritos Avenue								
NBL	37	62	73	11	37	101	94	-7
NBT	68	98	116	18	124	207	197	-10
NBR	33	57	64	7	81	166	161	-5
SBL	122	128	123	-5	87	91	91	0
SBT	94	172	170	-2	48	91	105	14
SBR	139	146	143	-3	77	87	88	1
EBL	77	81	85	4	103	108	108	0
EBT	633	790	793	3	880	924	924	0
EBR	59	136	133	-3	34	70	78	8
WBL	86	155	144	-11	48	90	103	13
WBT	700	735	735	0	743	833	833	0
WBR	130	137	137	0	113	119	119	0
North Leg								
Approach	355	446	436		212	269	284	
Departure	275	316	338		340	434	424	
Total	630	762	774		552	703	708	
South Leg								
Approach	138	217	253		242	474	452	
Departure	239	463	447		130	251	286	
Total	377	680	700		372	725	738	
East Leg								
Approach	916	1,027	1,016		904	1,042	1,055	
Departure	788	975	980		1,048	1,181	1,176	
Total	1,704	2,002	1,996		1,952	2,223	2,231	
West Leg								
Approach	769	1,007	1,011		1,017	1,102	1,110	
Departure	876	943	951		857	1,021	1,015	
Total	1,645	1,950	1,962		1,874	2,123	2,125	
Total Approaches								
Approach	2,178	2,697	2,716		2,375	2,887	2,901	
Departure	2,178	2,697	2,716		2,375	2,887	2,901	
Total	4,356	5,393	5,431		4,750	5,774	5,802	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
16 Moody Street /Cerritos Avenue								
NBL	0	0	0	0	2	2	2	0
NBT	1	1	1	0	1	1	1	0
NBR	0	0	0	0	0	0	0	0
SBL	391	399	393	-6	228	239	239	0
SBT	1	1	1	0	0	0	0	0
SBR	217	256	243	-13	142	171	171	0
EBL	68	84	83	-1	180	220	205	-15
EBT	713	874	887	13	918	964	964	0
EBR	1	1	1	0	1	1	1	0
WBL	1	1	1	0	1	1	1	0
WBT	698	733	733	0	774	839	853	14
WBR	160	168	168	0	304	319	319	0
North Leg								
Approach	609	656	637		370	410	410	
Departure	229	253	252		485	540	525	
Total	838	909	889		855	950	936	
South Leg								
Approach	1	1	1		3	3	3	
Departure	3	3	3		2	2	2	
Total	4	4	4		5	5	5	
East Leg								
Approach	859	902	902		1,079	1,159	1,173	
Departure	1,104	1,273	1,280		1,146	1,203	1,203	
Total	1,963	2,175	2,182		2,225	2,362	2,377	
West Leg								
Approach	782	959	971		1,099	1,185	1,170	
Departure	915	989	976		918	1,012	1,026	
Total	1,697	1,948	1,947		2,017	2,197	2,196	
Total Approaches								
Approach	2,251	2,518	2,511		2,551	2,757	2,757	
Departure	2,251	2,518	2,511		2,551	2,757	2,757	
Total	4,502	5,036	5,022		5,102	5,515	5,513	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
17 Walker Street /Cerritos Avenue								
NBL	98	102	107	5	258	271	271	0
NBT	238	318	369	51	567	595	595	0
NBR	61	72	70	-2	160	168	168	0
SBL	130	182	198	16	110	124	125	1
SBT	564	603	575	-28	428	465	499	34
SBR	41	51	59	8	68	81	84	3
EBL	27	38	46	8	77	79	85	6
EBT	767	943	965	22	824	865	865	0
EBR	287	301	301	0	214	225	225	0
WBL	85	89	89	0	94	99	98	-1
WBT	734	771	771	0	770	843	848	5
WBR	109	125	139	14	148	167	172	5
North Leg								
Approach	735	836	832		606	670	708	
Departure	374	481	554		792	841	852	
Total	1,109	1,317	1,386		1,398	1,511	1,560	
South Leg								
Approach	397	492	546		985	1,034	1,034	
Departure	936	994	966		736	788	822	
Total	1,333	1,486	1,512		1,721	1,823	1,856	
East Leg								
Approach	928	985	999		1,012	1,109	1,118	
Departure	958	1,197	1,233		1,094	1,157	1,158	
Total	1,886	2,182	2,232		2,106	2,266	2,276	
West Leg								
Approach	1,081	1,282	1,312		1,115	1,169	1,175	
Departure	873	924	937		1,096	1,195	1,203	
Total	1,954	2,206	2,249		2,211	2,364	2,378	
Total Approaches								
Approach	3,141	3,595	3,689		3,718	3,982	4,035	
Departure	3,141	3,595	3,689		3,718	3,982	4,035	
Total	6,282	7,191	7,379		7,436	7,964	8,070	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
18 Valley View Street/Cerritos Avenue								
NBL	199	208	216	8	283	397	402	5
NBT	955	1,003	1,003	0	1,599	1,739	1,748	9
NBR	46	49	51	2	163	167	171	4
SBL	267	271	277	6	140	147	147	0
SBT	1,267	1,531	1,521	-10	1,168	1,226	1,226	0
SBR	105	105	106	1	224	235	235	0
EBL	117	128	131	3	238	250	250	0
EBT	404	502	532	30	599	629	629	0
EBR	289	428	440	12	220	270	276	6
WBL	121	128	124	-4	94	98	99	1
WBT	512	538	538	0	459	480	487	7
WBR	107	112	112	0	109	114	114	0
North Leg								
Approach	1,639	1,907	1,904		1,532	1,609	1,609	
Departure	1,179	1,243	1,246		1,946	2,103	2,112	
Total	2,818	3,150	3,150		3,478	3,712	3,721	
South Leg								
Approach	1,200	1,260	1,270		2,045	2,303	2,321	
Departure	1,677	2,087	2,085		1,482	1,594	1,601	
Total	2,877	3,347	3,355		3,527	3,897	3,923	
East Leg								
Approach	740	778	774		662	692	700	
Departure	717	822	860		902	943	947	
Total	1,457	1,600	1,634		1,564	1,635	1,648	
West Leg								
Approach	810	1,058	1,103		1,057	1,149	1,155	
Departure	816	851	860		966	1,112	1,124	
Total	1,626	1,909	1,963		2,023	2,261	2,279	
Total Approaches								
Approach	4,389	5,003	5,051		5,296	5,753	5,785	
Departure	4,389	5,003	5,051		5,296	5,753	5,785	
Total	8,778	10,005	10,101		10,592	11,506	11,570	

LSA

Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
19 Lexington Drive /Katella Avenue								
NBL	66	68	66	-2	113	117	117	0
NBT	36	39	43	4	39	65	62	-3
NBR	88	92	92	0	194	204	204	0
SBL	80	169	163	-6	82	127	142	15
SBT	13	21	21	0	11	15	17	2
SBR	97	224	214	-10	82	154	172	18
EBL	104	156	170	14	93	217	209	-8
EBT	1,120	1,480	1,429	-51	1,363	1,612	1,650	38
EBR	135	138	142	4	49	51	52	1
WBL	126	132	132	0	78	82	82	0
WBT	1,090	1,392	1,441	49	1,263	1,597	1,567	-30
WBR	74	98	116	18	79	161	150	-11
North Leg								
Approach	190	414	398		175	296	331	
Departure	214	293	329		211	443	421	
Total	404	707	727		386	739	752	
South Leg								
Approach	190	199	201		346	386	383	
Departure	274	291	295		138	148	151	
Total	464	491	496		484	534	534	
East Leg								
Approach	1,290	1,622	1,689		1,420	1,840	1,799	
Departure	1,288	1,741	1,684		1,639	1,943	1,996	
Total	2,578	3,364	3,374		3,059	3,783	3,795	
West Leg								
Approach	1,359	1,774	1,741		1,505	1,880	1,911	
Departure	1,253	1,684	1,721		1,458	1,868	1,856	
Total	2,612	3,458	3,462		2,963	3,748	3,767	
Total Approaches								
Approach	3,029	4,010	4,029		3,446	4,402	4,424	
Departure	3,029	4,010	4,029		3,446	4,402	4,424	
Total	6,058	8,019	8,059		6,892	8,803	8,847	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
20 Siboney Street-Race Track/Katella Avenue								
NBL	29	36	38	2	54	57	57	0
NBT	2	3	3	0	2	7	10	3
NBR	30	33	30	-3	35	56	57	1
SBL	35	309	451	142	80	177	225	48
SBT	2	17	24	7	2	3	4	1
SBR	7	70	116	46	41	55	61	6
EBL	91	142	163	21	130	298	379	81
EBT	1,229	1,552	1,455	-97	1,489	1,493	1,563	70
EBR	34	42	38	-4	33	35	35	0
WBL	35	37	37	0	54	81	83	2
WBT	1,329	1,423	1,368	-55	1,373	1,681	1,618	-63
WBR	31	36	38	2	37	171	257	86
North Leg								
Approach	44	396	591		123	235	290	
Departure	124	181	204		169	476	646	
Total	168	577	795		292	711	936	
South Leg								
Approach	61	72	71		91	120	124	
Departure	71	96	99		89	119	122	
Total	132	168	170		180	238	245	
East Leg								
Approach	1,395	1,496	1,443		1,464	1,933	1,958	
Departure	1,294	1,894	1,936		1,604	1,726	1,845	
Total	2,689	3,390	3,379		3,068	3,659	3,803	
West Leg								
Approach	1,354	1,736	1,656		1,652	1,826	1,977	
Departure	1,365	1,529	1,522		1,468	1,793	1,736	
Total	2,719	3,265	3,178		3,120	3,618	3,713	
Total Approaches								
Approach	2,854	3,700	3,761		3,330	4,113	4,349	
Departure	2,854	3,700	3,761		3,330	4,113	4,349	
Total	5,708	7,400	7,522		6,660	8,227	8,698	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
21 Walker Street /Katella Avenue								
NBL	1	1	1	0	8	10	10	0
NBT	0	0	0	0	4	4	4	0
NBR	3	3	3	0	2	2	2	0
SBL	509	517	534	17	490	515	515	0
SBT	0	0	0	0	2	2	2	0
SBR	218	229	229	0	246	338	381	43
EBL	221	326	372	46	343	360	352	-8
EBT	1,051	1,763	1,876	113	1,382	1,526	1,521	-5
EBR	4	5	5	0	2	2	2	0
WBL	9	9	9	0	1	1	1	0
WBT	1,193	1,307	1,267	-40	1,354	1,959	2,041	82
WBR	303	318	313	-5	322	338	338	0
North Leg								
Approach	727	746	763		738	855	898	
Departure	524	644	685		669	702	694	
Total	1,251	1,390	1,448		1,407	1,557	1,592	
South Leg								
Approach	4	4	4		14	16	16	
Departure	13	14	14		5	5	5	
Total	17	18	18		19	21	21	
East Leg								
Approach	1,505	1,635	1,589		1,677	2,298	2,380	
Departure	1,563	2,283	2,413		1,874	2,043	2,038	
Total	3,068	3,918	4,003		3,551	4,341	4,418	
West Leg								
Approach	1,276	2,094	2,253		1,727	1,888	1,875	
Departure	1,412	1,537	1,497		1,608	2,307	2,432	
Total	2,688	3,631	3,750		3,335	4,195	4,307	
Total Approaches								
Approach	3,512	4,479	4,610		4,156	5,057	5,169	
Departure	3,512	4,479	4,610		4,156	5,057	5,169	
Total	7,024	8,957	9,220		8,312	10,114	10,338	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
22 Valley View Street/Katella Avenue								
NBL	639	671	671	0	510	536	536	0
NBT	1,239	1,301	1,301	0	1,406	1,476	1,476	0
NBR	169	190	179	-11	168	170	176	6
SBL	177	388	385	-3	161	255	256	1
SBT	1,059	1,068	1,062	-6	1,156	1,214	1,214	0
SBR	198	297	311	14	209	270	277	7
EBL	153	231	246	15	279	343	350	7
EBT	652	1,284	1,295	11	796	1,037	1,033	-4
EBR	470	494	494	0	661	694	694	0
WBL	131	138	138	0	275	313	309	-4
WBT	710	965	957	-8	743	1,250	1,261	11
WBR	109	165	165	0	201	391	396	5
North Leg								
Approach	1,434	1,753	1,758		1,526	1,739	1,747	
Departure	1,501	1,697	1,712		1,886	2,210	2,222	
Total	2,935	3,450	3,470		3,412	3,949	3,969	
South Leg								
Approach	2,047	2,162	2,151		2,084	2,182	2,188	
Departure	1,660	1,699	1,693		2,092	2,221	2,217	
Total	3,707	3,861	3,844		4,176	4,403	4,405	
East Leg								
Approach	950	1,268	1,260		1,219	1,954	1,966	
Departure	998	1,862	1,859		1,125	1,462	1,465	
Total	1,948	3,130	3,119		2,344	3,416	3,431	
West Leg								
Approach	1,275	2,009	2,035		1,736	2,074	2,077	
Departure	1,547	1,933	1,939		1,462	2,056	2,074	
Total	2,822	3,941	3,973		3,198	4,130	4,151	
Total Approaches								
Approach	5,706	7,191	7,203		6,565	7,949	7,978	
Departure	5,706	7,191	7,203		6,565	7,949	7,978	
Total	11,412	14,382	14,406		13,130	15,897	15,956	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
23 Holder Street /Katella Avenue								
NBL	1	170	163	-7	37	342	348	6
NBT	0	198	192	-6	8	273	287	14
NBR	2	71	73	2	22	132	137	5
SBL	87	91	91	0	123	129	129	0
SBT	5	258	281	23	3	224	220	-4
SBR	108	111	119	8	92	97	97	0
EBL	30	107	101	-6	57	100	100	0
EBT	791	1,388	1,406	18	1,123	1,253	1,249	-4
EBR	24	224	212	-12	7	211	206	-5
WBL	30	98	98	0	11	208	211	3
WBT	943	1,110	1,093	-17	986	1,451	1,457	6
WBR	97	102	102	0	145	152	152	0
North Leg								
Approach	200	460	491		218	450	446	
Departure	127	407	395		210	525	539	
Total	327	867	886		428	975	985	
South Leg								
Approach	3	439	428		67	747	772	
Departure	59	580	591		21	643	637	
Total	62	1,019	1,019		88	1,390	1,409	
East Leg								
Approach	1,070	1,310	1,293		1,142	1,811	1,820	
Departure	880	1,550	1,570		1,268	1,514	1,515	
Total	1,950	2,860	2,863		2,410	3,325	3,335	
West Leg								
Approach	845	1,719	1,719		1,187	1,564	1,555	
Departure	1,052	1,391	1,375		1,115	1,890	1,902	
Total	1,897	3,110	3,094		2,302	3,454	3,457	
Total Approaches								
Approach	2,118	3,928	3,931		2,614	4,572	4,593	
Departure	2,118	3,928	3,931		2,614	4,572	4,593	
Total	4,236	7,856	7,862		5,228	9,144	9,186	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
24 Knott Avenue /Katella Avenue								
NBL	224	235	235	0	221	232	232	0
NBT	445	467	467	0	847	889	889	0
NBR	108	131	131	0	103	124	123	-1
SBL	81	219	221	2	144	226	227	1
SBT	770	771	775	4	606	636	636	0
SBR	129	145	143	-2	94	101	101	0
EBL	57	76	76	0	290	300	304	4
EBT	502	1,107	1,130	23	915	1,206	1,199	-7
EBR	180	189	189	0	287	301	301	0
WBL	178	211	212	1	230	285	287	2
WBT	781	1,039	1,025	-14	711	1,236	1,244	8
WBR	64	124	123	-1	103	206	212	6
North Leg								
Approach	980	1,135	1,139		844	963	964	
Departure	566	667	666		1,240	1,395	1,405	
Total	1,546	1,802	1,805		2,084	2,359	2,370	
South Leg								
Approach	777	833	833		1,171	1,245	1,244	
Departure	1,128	1,171	1,176		1,123	1,223	1,225	
Total	1,905	2,004	2,009		2,294	2,468	2,469	
East Leg								
Approach	1,023	1,374	1,360		1,044	1,727	1,743	
Departure	691	1,457	1,482		1,162	1,556	1,549	
Total	1,714	2,831	2,842		2,206	3,283	3,292	
West Leg								
Approach	739	1,372	1,395		1,492	1,807	1,804	
Departure	1,134	1,419	1,403		1,026	1,569	1,577	
Total	1,873	2,791	2,798		2,518	3,376	3,381	
Total Approaches								
Approach	3,519	4,714	4,727		4,551	5,743	5,756	
Departure	3,519	4,714	4,727		4,551	5,743	5,756	
Total	7,038	9,429	9,455		9,102	11,486	11,512	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
25 Valley View Street/Orangewood Avenue								
NBL	18	34	34	0	4	10	10	0
NBT	1,701	1,786	1,786	0	1,704	1,745	1,769	24
NBR	73	91	94	3	91	101	100	-1
SBL	178	187	187	0	336	353	353	0
SBT	1,518	1,756	1,795	39	1,846	1,938	1,938	0
SBR	35	37	37	0	64	67	67	0
EBL	100	105	105	0	76	80	80	0
EBT	34	36	34	-2	20	21	21	0
EBR	17	41	40	-1	17	35	35	0
WBL	91	107	98	-9	74	84	87	3
WBT	18	19	19	0	11	11	12	1
WBR	370	389	389	0	261	274	274	0
North Leg								
Approach	1,731	1,980	2,019		2,246	2,358	2,358	
Departure	2,171	2,280	2,280		2,041	2,099	2,123	
Total	3,902	4,259	4,298		4,287	4,457	4,481	
South Leg								
Approach	1,792	1,911	1,914		1,799	1,856	1,879	
Departure	1,626	1,904	1,933		1,937	2,057	2,060	
Total	3,418	3,815	3,847		3,736	3,913	3,939	
East Leg								
Approach	479	514	505		346	369	373	
Departure	285	314	315		447	475	474	
Total	764	828	820		793	844	847	
West Leg								
Approach	151	182	179		113	136	136	
Departure	71	90	90		79	88	89	
Total	222	271	269		192	224	225	
Total Approaches								
Approach	4,153	4,587	4,617		4,504	4,719	4,746	
Departure	4,153	4,587	4,617		4,504	4,719	4,746	
Total	8,306	9,174	9,234		9,008	9,438	9,492	

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Table B-2 - Year 2045 Volume Summary (Proposed Project)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
26 Knott Avenue /Orangewood Avenue								
NBL	23	150	144	-6	48	182	201	19
NBT	673	707	707	0	1,020	1,030	1,037	7
NBR	116	276	281	5	50	189	194	5
SBL	41	43	43	0	31	33	33	0
SBT	1,002	1,053	1,063	10	891	936	936	0
SBR	40	44	44	0	96	101	101	0
EBL	103	108	108	0	99	104	104	0
EBT	81	108	110	2	41	103	103	0
EBR	98	339	332	-7	64	212	226	14
WBL	42	190	193	3	89	199	202	3
WBT	20	96	95	-1	108	184	189	5
WBR	37	39	39	0	92	97	97	0
North Leg								
Approach	1,083	1,140	1,150		1,018	1,069	1,069	
Departure	813	854	854		1,211	1,231	1,238	
Total	1,896	1,994	2,004		2,229	2,299	2,306	
South Leg								
Approach	812	1,133	1,132		1,118	1,401	1,432	
Departure	1,142	1,582	1,588		1,044	1,347	1,364	
Total	1,954	2,715	2,720		2,162	2,748	2,796	
East Leg								
Approach	99	325	327		289	480	488	
Departure	238	427	434		122	325	330	
Total	337	752	761		411	804	817	
West Leg								
Approach	282	555	550		204	419	433	
Departure	83	290	283		252	467	491	
Total	365	845	833		456	886	924	
Total Approaches								
Approach	2,276	3,153	3,159		2,629	3,368	3,421	
Departure	2,276	3,153	3,159		2,629	3,368	3,421	
Total	4,552	6,305	6,317		5,258	6,737	6,843	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
1 Bloomfield Street /Lincoln Avenue								
NBL	385	404	404	0	443	463	463	0
NBT	0	0	0	0	0	0	0	0
NBR	193	365	357	-8	190	305	314	9
SBL	0	0	0	0	0	0	0	0
SBT	0	0	0	0	0	0	0	0
SBR	0	0	0	0	0	0	0	0
EBL	0	0	0	0	0	0	0	0
EBT	582	1,069	1,045	-24	736	865	925	60
EBR	339	432	429	-3	366	384	384	0
WBL	133	275	280	5	135	243	243	0
WBT	697	798	875	77	786	1,200	1,185	-15
WBR	0	0	0	0	0	0	0	0
North Leg								
Approach	0	0	0		0	0	0	
Departur	0	0	0		0	0	0	
Total	0	0	0		0	0	0	
South Leg								
Approach	578	769	761		633	768	777	
Departur	472	707	709		501	627	627	
Total	1,050	1,476	1,470		1,134	1,395	1,404	
East Leg								
Approach	830	1,073	1,155		921	1,443	1,428	
Departur	775	1,434	1,402		926	1,170	1,239	
Total	1,605	2,507	2,557		1,847	2,613	2,667	
West Leg								
Approach	921	1,501	1,474		1,102	1,249	1,309	
Departur	1,082	1,202	1,279		1,229	1,663	1,648	
Total	2,003	2,703	2,753		2,331	2,912	2,957	
Total Approaches								
Approach	2,329	3,343	3,390		2,656	3,460	3,514	
Departur	2,329	3,343	3,390		2,656	3,460	3,514	
Total	4,658	6,687	6,781		5,312	6,921	7,029	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
2 Lexington Drive-Denni /Lincoln Avenue								
NBL	173	182	200	18	158	166	166	0
NBT	9	9	9	0	6	6	6	0
NBR	198	230	260	30	121	127	127	0
SBL	18	21	20	-1	58	61	61	0
SBT	4	4	4	0	20	21	21	0
SBR	13	14	13	-1	181	188	187	-1
EBL	66	72	72	0	41	43	43	0
EBT	556	1,184	1,144	-40	735	980	1,018	38
EBR	136	165	171	6	141	141	171	30
WBL	276	280	280	0	102	132	153	21
WBT	658	922	962	40	610	1,130	1,117	-13
WBR	32	34	34	0	26	31	30	-1
North Leg								
Approach	35	39	37		259	270	269	
Departur	107	115	115		73	80	79	
Total	142	154	152		332	350	348	
South Leg								
Approach	380	421	469		285	299	299	
Departur	416	449	455		263	294	345	
Total	796	870	925		548	593	644	
East Leg								
Approach	966	1,236	1,276		738	1,293	1,300	
Departur	772	1,435	1,424		914	1,168	1,206	
Total	1,738	2,671	2,700		1,652	2,461	2,506	
West Leg								
Approach	758	1,421	1,387		917	1,164	1,232	
Departur	844	1,117	1,175		949	1,484	1,470	
Total	1,602	2,538	2,562		1,866	2,648	2,702	
Total Approaches								
Approach	2,139	3,117	3,169		2,199	3,026	3,100	
Departur	2,139	3,117	3,169		2,199	3,026	3,100	
Total	4,278	6,233	6,339		4,398	6,052	6,200	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
3 Moody Street /Lincoln Avenue								
NBL	156	199	198	-1	109	178	170	-8
NBT	526	552	552	0	516	518	552	34
NBR	103	210	230	20	83	142	157	15
SBL	171	210	240	30	148	155	157	2
SBT	721	769	804	35	632	664	664	0
SBR	191	201	201	0	167	175	175	0
EBL	133	140	140	0	159	167	167	0
EBT	471	1,055	1,080	25	601	843	877	34
EBR	114	221	208	-13	102	122	122	0
WBL	61	127	132	5	75	128	148	20
WBT	538	807	834	27	551	1,055	1,094	39
WBR	182	191	188	-3	166	195	227	32
North Leg								
Approach	1,083	1,180	1,245		947	994	996	
Departur	841	883	880		841	880	946	
Total	1,924	2,063	2,125		1,788	1,874	1,942	
South Leg								
Approach	785	961	980		708	838	879	
Departur	896	1,117	1,144		809	914	934	
Total	1,681	2,078	2,124		1,517	1,752	1,813	
East Leg								
Approach	781	1,125	1,154		792	1,378	1,469	
Departur	745	1,475	1,550		832	1,140	1,191	
Total	1,526	2,600	2,704		1,624	2,518	2,660	
West Leg								
Approach	718	1,416	1,428		862	1,132	1,166	
Departur	885	1,207	1,233		827	1,408	1,439	
Total	1,603	2,622	2,660		1,689	2,540	2,605	
Total Approaches								
Approach	3,367	4,682	4,807		3,309	4,342	4,510	
Departur	3,367	4,682	4,807		3,309	4,342	4,510	
Total	6,734	9,363	9,613		6,618	8,685	9,020	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
4 Walker Street /Lincoln Avenue								
NBL	82	88	94	6	65	102	110	8
NBT	437	459	459	0	616	647	647	0
NBR	130	193	195	2	143	171	167	-4
SBL	111	158	157	-1	143	150	150	0
SBT	539	576	581	5	559	587	587	0
SBR	125	129	136	7	100	130	144	14
EBL	89	120	127	7	100	107	114	7
EBT	627	1,291	1,353	62	649	844	881	37
EBR	62	96	102	6	75	91	96	5
WBL	111	163	161	-2	119	155	152	-3
WBT	589	837	862	25	621	1,138	1,210	72
WBR	106	136	134	-2	156	179	178	-1
North Leg								
Approach	775	863	874		802	867	881	
Departur	632	715	720		872	933	939	
Total	1,407	1,578	1,594		1,674	1,800	1,820	
South Leg								
Approach	649	740	748		824	920	924	
Departur	712	835	844		753	833	835	
Total	1,361	1,575	1,592		1,577	1,753	1,759	
East Leg								
Approach	806	1,136	1,157		896	1,472	1,540	
Departur	868	1,642	1,705		935	1,165	1,198	
Total	1,674	2,778	2,862		1,831	2,637	2,738	
West Leg								
Approach	778	1,507	1,582		824	1,042	1,091	
Departur	796	1,054	1,092		786	1,370	1,464	
Total	1,574	2,561	2,674		1,610	2,412	2,555	
Total Approaches								
Approach	3,008	4,246	4,361		3,346	4,301	4,436	
Departur	3,008	4,246	4,361		3,346	4,301	4,436	
Total	6,016	8,492	8,722		6,692	8,602	8,872	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
5 Valley View Street/Lincoln Avenue								
NBL	131	142	140	-2	221	286	319	33
NBT	792	832	832	0	1,256	1,319	1,319	0
NBR	91	116	125	9	155	180	180	0
SBL	108	172	192	20	227	304	295	-9
SBT	1,196	1,314	1,350	36	1,081	1,135	1,135	0
SBR	131	177	181	4	145	216	234	18
EBL	162	282	280	-2	231	269	276	7
EBT	371	929	989	60	498	675	692	17
EBR	144	248	243	-5	190	200	197	-3
WBL	173	213	213	0	213	261	260	-1
WBT	505	762	761	-1	496	939	1,012	73
WBR	114	141	143	2	142	207	200	-7
North Leg								
Approach	1,435	1,663	1,723		1,453	1,655	1,664	
Departur	1,068	1,255	1,255		1,629	1,795	1,795	
Total	2,503	2,918	2,978		3,082	3,450	3,459	
South Leg								
Approach	1,014	1,090	1,097		1,632	1,785	1,818	
Departur	1,513	1,775	1,806		1,484	1,596	1,592	
Total	2,527	2,865	2,903		3,116	3,380	3,410	
East Leg								
Approach	792	1,116	1,117		851	1,407	1,472	
Departur	570	1,217	1,306		880	1,159	1,167	
Total	1,362	2,333	2,423		1,731	2,566	2,639	
West Leg								
Approach	677	1,459	1,512		919	1,144	1,165	
Departur	767	1,081	1,082		862	1,441	1,565	
Total	1,444	2,540	2,594		1,781	2,585	2,730	
Total Approaches								
Approach	3,918	5,328	5,449		4,855	5,990	6,119	
Departur	3,918	5,328	5,449		4,855	5,990	6,119	
Total	7,836	10,655	10,897		9,710	11,981	12,238	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
6 Moody Street /Orange Avenue								
NBL	102	107	107	0	42	53	68	15
NBT	368	386	386	0	513	623	664	41
NBR	129	135	135	0	65	68	68	0
SBL	158	218	200	-18	133	137	140	3
SBT	508	624	671	47	516	542	542	0
SBR	109	146	135	-11	75	125	113	-12
EBL	132	228	212	-16	63	66	66	0
EBT	483	547	565	18	250	263	263	0
EBR	113	114	138	24	33	35	35	0
WBL	64	67	67	0	60	63	63	0
WBT	405	425	425	0	285	316	337	21
WBR	97	113	105	-8	102	109	107	-2
North Leg								
Approach	775	988	1,006		724	804	794	
Departur	597	727	703		678	798	837	
Total	1,372	1,715	1,709		1,402	1,602	1,632	
South Leg								
Approach	599	629	629		620	744	800	
Departur	685	805	876		609	639	639	
Total	1,284	1,434	1,505		1,229	1,384	1,440	
East Leg								
Approach	566	605	597		447	488	507	
Departur	770	900	900		448	468	470	
Total	1,336	1,506	1,498		895	956	978	
West Leg								
Approach	728	889	915		346	363	363	
Departur	616	678	667		402	494	518	
Total	1,344	1,567	1,582		748	857	881	
Total Approaches								
Approach	2,668	3,111	3,147		2,137	2,399	2,465	
Departur	2,668	3,111	3,147		2,137	2,399	2,465	
Total	5,336	6,223	6,295		4,274	4,799	4,930	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
7 Walker Street /Orange Avenue								
NBL	147	154	154	0	78	78	86	8
NBT	459	503	505	2	680	728	731	3
NBR	125	158	162	4	135	144	150	6
SBL	64	86	89	3	87	91	91	0
SBT	600	706	708	2	598	610	606	-4
SBR	113	119	119	0	50	53	53	0
EBL	108	114	118	4	73	77	77	0
EBT	450	548	578	30	390	410	410	0
EBR	109	116	119	3	99	104	104	0
WBL	102	105	105	0	110	147	150	3
WBT	538	565	565	0	360	421	453	32
WBR	88	90	90	0	81	102	99	-3
North Leg								
Approach	777	911	916		735	754	750	
Departur	655	707	713		834	907	907	
Total	1,432	1,618	1,629		1,569	1,661	1,657	
South Leg								
Approach	731	815	821		893	950	967	
Departur	811	927	932		807	861	860	
Total	1,542	1,742	1,753		1,700	1,811	1,827	
East Leg								
Approach	728	760	760		551	670	702	
Departur	639	792	829		612	645	651	
Total	1,367	1,552	1,589		1,163	1,315	1,353	
West Leg								
Approach	667	778	815		562	590	590	
Departur	798	838	838		488	552	592	
Total	1,465	1,616	1,653		1,050	1,142	1,182	
Total Approaches								
Approach	2,903	3,264	3,312		2,741	2,964	3,009	
Departur	2,903	3,264	3,312		2,741	2,964	3,009	
Total	5,806	6,528	6,624		5,482	5,928	6,018	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
8 Valley View Street/Orange Avenue								
NBL	118	124	124	0	167	215	222	7
NBT	902	947	947	0	1,537	1,615	1,647	32
NBR	99	141	143	2	136	137	143	6
SBL	75	98	103	5	127	133	133	0
SBT	1,255	1,500	1,536	36	1,303	1,368	1,368	0
SBR	97	102	102	0	127	140	151	11
EBL	123	129	129	0	124	130	130	0
EBT	369	488	519	31	355	373	373	0
EBR	239	290	298	8	127	133	133	0
WBL	131	145	140	-5	152	163	158	-5
WBT	405	425	425	0	288	344	361	17
WBR	103	108	108	0	134	141	135	-6
North Leg								
Approach	1,427	1,700	1,741		1,557	1,642	1,653	
Departur	1,128	1,184	1,184		1,795	1,886	1,912	
Total	2,555	2,884	2,925		3,352	3,527	3,565	
South Leg								
Approach	1,119	1,212	1,214		1,840	1,967	2,012	
Departur	1,625	1,935	1,974		1,582	1,665	1,660	
Total	2,744	3,147	3,188		3,422	3,632	3,671	
East Leg								
Approach	639	678	673		574	648	654	
Departur	543	727	765		618	643	649	
Total	1,182	1,405	1,438		1,192	1,291	1,303	
West Leg								
Approach	731	907	946		606	636	636	
Departur	620	651	651		582	699	734	
Total	1,351	1,558	1,597		1,188	1,335	1,370	
Total Approaches								
Approach	3,916	4,497	4,574		4,577	4,893	4,955	
Departur	3,916	4,497	4,574		4,577	4,893	4,955	
Total	7,832	8,995	9,149		9,154	9,785	9,909	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
9 Holder Street /Orange Avenue								
NBL	53	179	173	-6	54	168	172	4
NBT	78	255	253	-2	174	411	426	15
NBR	30	125	128	3	33	86	86	0
SBL	58	61	61	0	51	54	54	0
SBT	119	320	338	18	109	296	298	2
SBR	94	99	99	0	114	120	120	0
EBL	74	78	78	0	96	101	101	0
EBT	336	380	410	30	351	369	369	0
EBR	48	196	202	6	57	151	149	-2
WBL	70	183	179	-4	30	105	107	2
WBT	435	457	457	0	344	361	361	0
WBR	103	108	108	0	59	62	62	0
North Leg								
Approach	271	480	498		274	469	471	
Departur	255	441	439		329	574	589	
Total	526	920	936		603	1,043	1,060	
South Leg								
Approach	161	559	554		261	665	684	
Departur	237	699	719		196	552	554	
Total	398	1,258	1,273		457	1,217	1,238	
East Leg								
Approach	608	748	744		433	528	530	
Departur	424	566	599		435	508	508	
Total	1,032	1,314	1,343		868	1,036	1,038	
West Leg								
Approach	458	654	690		504	620	618	
Departur	582	734	728		512	649	653	
Total	1,040	1,388	1,418		1,016	1,269	1,271	
Total Approaches								
Approach	1,498	2,440	2,485		1,472	2,283	2,304	
Departur	1,498	2,440	2,485		1,472	2,283	2,304	
Total	2,996	4,880	4,970		2,944	4,566	4,608	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
10 Bloomfield Street /Ball Road								
NBL	102	107	103	-4	115	125	132	7
NBT	612	704	683	-21	661	694	663	-31
NBR	75	96	93	-3	86	90	90	0
SBL	112	139	139	0	191	201	200	-1
SBT	550	589	612	23	686	757	749	-8
SBR	259	272	259	-13	84	127	126	-1
EBL	135	198	191	-7	150	164	161	-3
EBT	193	315	304	-11	397	417	417	0
EBR	54	76	76	0	108	113	113	0
WBL	68	71	72	1	65	68	68	0
WBT	325	341	341	0	226	301	297	-4
WBR	135	137	143	6	116	136	133	-3
North Leg								
Approach	921	1,000	1,010		961	1,085	1,075	
Departur	882	1,039	1,017		927	994	957	
Total	1,803	2,039	2,027		1,888	2,079	2,032	
South Leg								
Approach	789	907	879		862	909	885	
Departur	672	736	760		859	939	931	
Total	1,461	1,644	1,639		1,721	1,848	1,816	
East Leg								
Approach	528	550	556		407	505	498	
Departur	380	550	536		674	708	707	
Total	908	1,100	1,092		1,081	1,213	1,205	
West Leg								
Approach	382	589	571		655	694	691	
Departur	686	720	703		425	553	555	
Total	1,068	1,309	1,274		1,080	1,247	1,246	
Total Approaches								
Approach	2,620	3,046	3,016		2,885	3,193	3,150	
Departur	2,620	3,046	3,016		2,885	3,193	3,150	
Total	5,240	6,091	6,033		5,770	6,387	6,300	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
11 Moody Street /Ball Road								
NBL	87	91	96	5	74	99	89	-10
NBT	252	265	252	-13	350	397	428	31
NBR	67	76	81	5	61	64	64	0
SBL	149	168	190	22	104	109	109	0
SBT	476	516	554	38	329	345	339	-6
SBR	138	142	161	19	112	118	120	2
EBL	78	82	79	-3	128	144	160	16
EBT	816	990	996	6	682	716	716	0
EBR	99	116	110	-6	61	79	72	-7
WBL	73	77	77	0	72	81	81	0
WBT	814	855	855	0	673	777	781	4
WBR	166	174	174	0	109	114	128	14
North Leg								
Approach	763	826	905		545	572	568	
Departur	496	521	505		587	655	716	
Total	1,259	1,347	1,410		1,132	1,228	1,284	
South Leg								
Approach	406	432	429		485	560	581	
Departur	648	709	741		462	505	492	
Total	1,054	1,140	1,170		947	1,066	1,073	
East Leg								
Approach	1,053	1,106	1,106		854	972	990	
Departur	1,032	1,234	1,267		847	889	889	
Total	2,085	2,340	2,373		1,701	1,862	1,879	
West Leg								
Approach	993	1,188	1,185		871	939	948	
Departur	1,039	1,088	1,112		859	994	990	
Total	2,032	2,276	2,297		1,730	1,933	1,938	
Total Approaches								
Approach	3,215	3,551	3,625		2,755	3,044	3,087	
Departur	3,215	3,551	3,625		2,755	3,044	3,087	
Total	6,430	7,102	7,249		5,510	6,088	6,175	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
12 Walker Street /Ball Road								
NBL	102	107	107	0	85	89	89	0
NBT	339	382	392	10	652	688	710	22
NBR	72	91	94	3	84	88	88	0
SBL	124	200	197	-3	142	149	149	0
SBT	579	709	730	21	523	549	555	6
SBR	59	66	67	1	83	90	86	-4
EBL	77	81	82	1	92	93	94	1
EBT	732	862	884	22	642	674	674	0
EBR	168	176	176	0	76	80	80	0
WBL	104	109	109	0	89	96	105	9
WBT	770	809	809	0	697	778	798	20
WBR	144	160	155	-5	142	180	188	8
North Leg								
Approach	762	975	994		748	788	790	
Departur	560	623	629		886	961	992	
Total	1,322	1,598	1,623		1,634	1,749	1,782	
South Leg								
Approach	513	580	593		821	865	887	
Departur	851	995	1,016		688	725	740	
Total	1,364	1,575	1,609		1,509	1,590	1,627	
East Leg								
Approach	1,018	1,078	1,073		928	1,054	1,091	
Departur	928	1,153	1,175		868	911	911	
Total	1,946	2,231	2,248		1,796	1,965	2,002	
West Leg								
Approach	977	1,119	1,142		810	847	848	
Departur	931	982	983		865	957	973	
Total	1,908	2,101	2,125		1,675	1,804	1,821	
Total Approaches								
Approach	3,270	3,752	3,802		3,307	3,554	3,616	
Departur	3,270	3,752	3,802		3,307	3,554	3,616	
Total	6,540	7,504	7,604		6,614	7,109	7,233	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
13 Valley View Street/Ball Road								
NBL	205	215	215	0	262	292	298	6
NBT	894	939	939	0	1,508	1,592	1,608	16
NBR	81	87	89	2	162	170	170	0
SBL	111	150	159	9	171	180	180	0
SBT	1,238	1,470	1,494	24	1,136	1,193	1,193	0
SBR	126	132	135	3	203	226	229	3
EBL	172	202	204	2	202	212	212	0
EBT	556	732	754	22	611	642	642	0
EBR	186	215	213	-2	177	186	186	0
WBL	264	264	277	13	169	170	176	6
WBT	678	712	712	0	458	535	563	28
WBR	91	93	92	-1	129	143	149	6
North Leg								
Approach	1,475	1,752	1,788		1,510	1,598	1,601	
Departur	1,157	1,234	1,235		1,839	1,947	1,969	
Total	2,632	2,986	3,023		3,349	3,545	3,570	
South Leg								
Approach	1,180	1,241	1,243		1,932	2,054	2,076	
Departur	1,688	1,949	1,984		1,482	1,549	1,555	
Total	2,868	3,190	3,227		3,414	3,603	3,631	
East Leg								
Approach	1,033	1,069	1,081		756	848	888	
Departur	748	969	1,002		944	991	991	
Total	1,781	2,038	2,083		1,700	1,839	1,879	
West Leg								
Approach	914	1,149	1,171		990	1,040	1,040	
Departur	1,009	1,059	1,062		923	1,053	1,090	
Total	1,923	2,208	2,233		1,913	2,093	2,130	
Total Approaches								
Approach	4,602	5,211	5,283		5,188	5,540	5,605	
Departur	4,602	5,211	5,283		5,188	5,540	5,605	
Total	9,204	10,422	10,566		10,376	11,080	11,210	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
14 Bloomfield Street /Cerritos Avenue								
NBL	171	176	179	3	81	87	88	1
NBT	332	421	407	-14	424	445	445	0
NBR	173	185	186	1	124	130	130	0
SBL	99	115	118	3	72	77	75	-2
SBT	520	547	572	25	269	315	308	-7
SBR	110	123	128	5	117	142	143	1
EBL	45	69	65	-4	140	147	147	0
EBT	689	894	879	-15	851	894	894	0
EBR	166	194	195	1	91	93	93	0
WBL	194	204	204	0	90	104	100	-4
WBT	648	680	680	0	702	843	835	-8
WBR	65	77	74	-3	125	128	134	6
North Leg								
Approach	729	785	818		458	534	526	
Departur	442	567	546		689	720	726	
Total	1,171	1,352	1,364		1,147	1,254	1,252	
South Leg								
Approach	676	782	772		629	662	663	
Departur	880	945	971		450	512	501	
Total	1,556	1,727	1,743		1,079	1,174	1,164	
East Leg								
Approach	907	961	958		917	1,075	1,069	
Departur	961	1,194	1,183		1,047	1,101	1,099	
Total	1,868	2,155	2,141		1,964	2,176	2,168	
West Leg								
Approach	900	1,157	1,139		1,082	1,134	1,134	
Departur	929	979	987		900	1,072	1,066	
Total	1,829	2,136	2,126		1,982	2,206	2,200	
Total Approaches								
Approach	3,212	3,685	3,687		3,086	3,405	3,392	
Departur	3,212	3,685	3,687		3,086	3,405	3,392	
Total	6,424	7,370	7,374		6,172	6,810	6,784	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
15 Lexington Drive-Denni /Cerritos Avenue								
NBL	37	62	66	4	37	101	101	0
NBT	68	98	106	8	124	207	212	5
NBR	33	57	60	3	81	166	175	9
SBL	122	128	124	-4	87	91	91	0
SBT	94	172	181	9	48	91	102	11
SBR	139	146	146	0	77	87	86	-1
EBL	77	81	82	1	103	108	108	0
EBT	633	790	784	-6	880	924	924	0
EBR	59	136	138	2	34	70	75	5
WBL	86	155	157	2	48	90	101	11
WBT	700	735	735	0	743	833	829	-4
WBR	130	137	137	0	113	119	119	0
North Leg								
Approach	355	446	451		212	269	279	
Departur	275	316	325		340	434	439	
Total	630	762	775		552	703	718	
South Leg								
Approach	138	217	232		242	474	488	
Departur	239	463	476		130	251	278	
Total	377	680	708		372	725	766	
East Leg								
Approach	916	1,027	1,029		904	1,042	1,049	
Departur	788	975	968		1,048	1,181	1,190	
Total	1,704	2,002	1,997		1,952	2,223	2,239	
West Leg								
Approach	769	1,007	1,004		1,017	1,102	1,107	
Departur	876	943	947		857	1,021	1,016	
Total	1,645	1,950	1,951		1,874	2,123	2,123	
Total Approaches								
Approach	2,178	2,697	2,715		2,375	2,887	2,923	
Departur	2,178	2,697	2,715		2,375	2,887	2,923	
Total	4,356	5,393	5,431		4,750	5,774	5,846	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
16 Moody Street /Cerritos Avenue								
NBL	0	0	0	0	2	2	2	0
NBT	1	1	1	0	1	1	1	0
NBR	0	0	0	0	0	0	0	0
SBL	391	399	410	11	228	239	239	0
SBT	1	1	1	0	0	0	0	0
SBR	217	256	271	15	142	171	181	10
EBL	68	84	98	14	180	220	229	9
EBT	713	874	858	-16	918	964	964	0
EBR	1	1	1	0	1	1	1	0
WBL	1	1	1	0	1	1	1	0
WBT	698	733	733	0	774	839	837	-2
WBR	160	168	168	0	304	319	329	10
North Leg								
Approach	609	656	682		370	410	420	
Departur	229	253	267		485	540	559	
Total	838	909	949		855	950	979	
South Leg								
Approach	1	1	1		3	3	3	
Departur	3	3	3		2	2	2	
Total	4	4	4		5	5	5	
East Leg								
Approach	859	902	902		1,079	1,159	1,167	
Departur	1,104	1,273	1,268		1,146	1,203	1,203	
Total	1,963	2,175	2,170		2,225	2,362	2,370	
West Leg								
Approach	782	959	957		1,099	1,185	1,194	
Departur	915	989	1,004		918	1,012	1,020	
Total	1,697	1,948	1,961		2,017	2,197	2,214	
Total Approaches								
Approach	2,251	2,518	2,542		2,551	2,757	2,784	
Departur	2,251	2,518	2,542		2,551	2,757	2,784	
Total	4,502	5,036	5,084		5,102	5,515	5,569	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
17 Walker Street /Cerritos Avenue								
NBL	98	102	103	1	258	271	271	0
NBT	238	318	333	15	567	595	579	-16
NBR	61	72	74	2	160	168	168	0
SBL	130	182	199	17	110	124	125	1
SBT	564	603	617	14	428	465	480	15
SBR	41	51	55	4	68	81	84	3
EBL	27	38	39	1	77	79	84	5
EBT	767	943	950	7	824	865	865	0
EBR	287	301	301	0	214	225	225	0
WBL	85	89	89	0	94	99	94	-5
WBT	734	771	771	0	770	843	847	4
WBR	109	125	131	6	148	167	172	5
North Leg								
Approach	735	836	871		606	670	689	
Departur	374	481	503		792	841	835	
Total	1,109	1,317	1,374		1,398	1,511	1,524	
South Leg								
Approach	397	492	510		985	1,034	1,018	
Departur	936	994	1,008		736	788	799	
Total	1,333	1,486	1,518		1,721	1,823	1,817	
East Leg								
Approach	928	985	991		1,012	1,109	1,113	
Departur	958	1,197	1,223		1,094	1,157	1,158	
Total	1,886	2,182	2,214		2,106	2,266	2,271	
West Leg								
Approach	1,081	1,282	1,290		1,115	1,169	1,174	
Departur	873	924	929		1,096	1,195	1,202	
Total	1,954	2,206	2,219		2,211	2,364	2,376	
Total Approaches								
Approach	3,141	3,595	3,662		3,718	3,982	3,994	
Departur	3,141	3,595	3,662		3,718	3,982	3,994	
Total	6,282	7,191	7,325		7,436	7,964	7,988	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
18 Valley View Street/Cerritos Avenue								
NBL	199	208	215	7	283	397	403	6
NBT	955	1,003	1,003	0	1,599	1,739	1,756	17
NBR	46	49	50	1	163	167	166	-1
SBL	267	271	272	1	140	147	147	0
SBT	1,267	1,531	1,544	13	1,168	1,226	1,226	0
SBR	105	105	107	2	224	235	235	0
EBL	117	128	130	2	238	250	250	0
EBT	404	502	516	14	599	629	629	0
EBR	289	428	442	14	220	270	274	4
WBL	121	128	126	-2	94	98	98	0
WBT	512	538	538	0	459	480	479	-1
WBR	107	112	112	0	109	114	114	0
North Leg								
Approach	1,639	1,907	1,923		1,532	1,609	1,609	
Departur	1,179	1,243	1,245		1,946	2,103	2,120	
Total	2,818	3,150	3,168		3,478	3,712	3,729	
South Leg								
Approach	1,200	1,260	1,268		2,045	2,303	2,325	
Departur	1,677	2,087	2,112		1,482	1,594	1,598	
Total	2,877	3,347	3,380		3,527	3,897	3,923	
East Leg								
Approach	740	778	776		662	692	691	
Departur	717	822	838		902	943	942	
Total	1,457	1,600	1,614		1,564	1,635	1,633	
West Leg								
Approach	810	1,058	1,088		1,057	1,149	1,153	
Departur	816	851	860		966	1,112	1,117	
Total	1,626	1,909	1,948		2,023	2,261	2,270	
Total Approaches								
Approach	4,389	5,003	5,055		5,296	5,753	5,778	
Departur	4,389	5,003	5,055		5,296	5,753	5,778	
Total	8,778	10,005	10,109		10,592	11,506	11,556	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
19 Lexington Drive /Katella Avenue								
NBL	66	68	67	-1	113	117	116	-1
NBT	36	39	40	1	39	65	67	2
NBR	88	92	92	0	194	204	204	0
SBL	80	169	176	7	82	127	138	11
SBT	13	21	22	1	11	15	16	1
SBR	97	224	230	6	82	154	169	15
EBL	104	156	162	6	93	217	226	9
EBT	1,120	1,480	1,470	-10	1,363	1,612	1,628	16
EBR	135	138	136	-2	49	51	52	1
WBL	126	132	132	0	78	82	82	0
WBT	1,090	1,392	1,407	15	1,263	1,597	1,582	-15
WBR	74	98	106	8	79	161	164	3
North Leg								
Approach	190	414	428		175	296	323	
Departur	214	293	308		211	443	457	
Total	404	707	736		386	739	780	
South Leg								
Approach	190	199	199		346	386	387	
Departur	274	291	290		138	148	150	
Total	464	491	490		484	534	537	
East Leg								
Approach	1,290	1,622	1,645		1,420	1,840	1,828	
Departur	1,288	1,741	1,738		1,639	1,943	1,970	
Total	2,578	3,364	3,384		3,059	3,783	3,798	
West Leg								
Approach	1,359	1,774	1,768		1,505	1,880	1,906	
Departur	1,253	1,684	1,704		1,458	1,868	1,867	
Total	2,612	3,458	3,472		2,963	3,748	3,773	
Total Approaches								
Approach	3,029	4,010	4,041		3,446	4,402	4,444	
Departur	3,029	4,010	4,041		3,446	4,402	4,444	
Total	6,058	8,019	8,081		6,892	8,803	8,887	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
20 Siboney Street-Race Track/Katella Avenue								
NBL	29	36	36	0	54	57	57	0
NBT	2	3	3	0	2	7	8	1
NBR	30	33	32	-1	35	56	56	0
SBL	35	309	358	49	80	177	193	16
SBT	2	17	19	2	2	3	3	0
SBR	7	70	83	13	41	55	57	2
EBL	91	142	149	7	130	298	327	29
EBT	1,229	1,552	1,534	-18	1,489	1,493	1,563	70
EBR	34	42	40	-2	33	35	35	0
WBL	35	37	37	0	54	81	82	1
WBT	1,329	1,423	1,406	-17	1,373	1,681	1,664	-17
WBR	31	36	37	1	37	171	197	26
North Leg								
Approach	44	396	460		123	235	253	
Departur	124	181	189		169	476	532	
Total	168	577	649		292	711	785	
South Leg								
Approach	61	72	71		91	120	121	
Departur	71	96	96		89	119	120	
Total	132	168	167		180	238	240	
East Leg								
Approach	1,395	1,496	1,480		1,464	1,933	1,943	
Departur	1,294	1,894	1,924		1,604	1,726	1,812	
Total	2,689	3,390	3,404		3,068	3,659	3,755	
West Leg								
Approach	1,354	1,736	1,723		1,652	1,826	1,925	
Departur	1,365	1,529	1,525		1,468	1,793	1,778	
Total	2,719	3,265	3,248		3,120	3,618	3,703	
Total Approaches								
Approach	2,854	3,700	3,734		3,330	4,113	4,242	
Departur	2,854	3,700	3,734		3,330	4,113	4,242	
Total	5,708	7,400	7,468		6,660	8,227	8,484	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
21 Walker Street /Katella Avenue								
NBL	1	1	1	0	8	10	10	0
NBT	0	0	0	0	4	4	4	0
NBR	3	3	3	0	2	2	2	0
SBL	509	517	515	-2	490	515	515	0
SBT	0	0	0	0	2	2	2	0
SBR	218	229	229	0	246	338	343	5
EBL	221	326	343	17	343	360	362	2
EBT	1,051	1,763	1,812	49	1,382	1,526	1,527	1
EBR	4	5	5	0	2	2	2	0
WBL	9	9	9	0	1	1	1	0
WBT	1,193	1,307	1,288	-19	1,354	1,959	1,994	35
WBR	303	318	303	-15	322	338	338	0
North Leg								
Approach	727	746	744		738	855	860	
Departur	524	644	646		669	702	704	
Total	1,251	1,390	1,390		1,407	1,557	1,564	
South Leg								
Approach	4	4	4		14	16	16	
Departur	13	14	14		5	5	5	
Total	17	18	18		19	21	21	
East Leg								
Approach	1,505	1,635	1,600		1,677	2,298	2,333	
Departur	1,563	2,283	2,330		1,874	2,043	2,044	
Total	3,068	3,918	3,930		3,551	4,341	4,377	
West Leg								
Approach	1,276	2,094	2,160		1,727	1,888	1,891	
Departur	1,412	1,537	1,518		1,608	2,307	2,347	
Total	2,688	3,631	3,678		3,335	4,195	4,238	
Total Approaches								
Approach	3,512	4,479	4,508		4,156	5,057	5,100	
Departur	3,512	4,479	4,508		4,156	5,057	5,100	
Total	7,024	8,957	9,017		8,312	10,114	10,200	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
22 Valley View Street/Katella Avenue								
NBL	639	671	671	0	510	536	536	0
NBT	1,239	1,301	1,301	0	1,406	1,476	1,476	0
NBR	169	190	186	-4	168	170	168	-2
SBL	177	388	391	3	161	255	254	-1
SBT	1,059	1,068	1,082	14	1,156	1,214	1,214	0
SBR	198	297	305	8	209	270	275	5
EBL	153	231	238	7	279	343	351	8
EBT	652	1,284	1,296	12	796	1,037	1,037	0
EBR	470	494	494	0	661	694	694	0
WBL	131	138	138	0	275	313	311	-2
WBT	710	965	955	-10	743	1,250	1,266	16
WBR	109	165	164	-1	201	391	397	6
North Leg								
Approach	1,434	1,753	1,778		1,526	1,739	1,743	
Departur	1,501	1,697	1,703		1,886	2,210	2,224	
Total	2,935	3,450	3,481		3,412	3,949	3,967	
South Leg								
Approach	2,047	2,162	2,158		2,084	2,182	2,180	
Departur	1,660	1,699	1,713		2,092	2,221	2,219	
Total	3,707	3,861	3,871		4,176	4,403	4,399	
East Leg								
Approach	950	1,268	1,257		1,219	1,954	1,974	
Departur	998	1,862	1,873		1,125	1,462	1,459	
Total	1,948	3,130	3,130		2,344	3,416	3,433	
West Leg								
Approach	1,275	2,009	2,028		1,736	2,074	2,082	
Departur	1,547	1,933	1,931		1,462	2,056	2,077	
Total	2,822	3,941	3,958		3,198	4,130	4,159	
Total Approaches								
Approach	5,706	7,191	7,220		6,565	7,949	7,979	
Departur	5,706	7,191	7,220		6,565	7,949	7,979	
Total	11,412	14,382	14,440		13,130	15,897	15,957	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
23 Holder Street /Katella Avenue								
NBL	1	170	168	-2	37	342	356	14
NBT	0	198	196	-2	8	273	280	7
NBR	2	71	74	3	22	132	136	4
SBL	87	91	91	0	123	129	129	0
SBT	5	258	268	10	3	224	219	-5
SBR	108	111	116	5	92	97	97	0
EBL	30	107	104	-3	57	100	100	0
EBT	791	1,388	1,414	26	1,123	1,253	1,251	-2
EBR	24	224	215	-9	7	211	208	-3
WBL	30	98	96	-2	11	208	204	-4
WBT	943	1,110	1,093	-17	986	1,451	1,458	7
WBR	97	102	102	0	145	152	152	0
North Leg								
Approach	200	460	475		218	450	445	
Departur	127	407	402		210	525	532	
Total	327	867	877		428	975	977	
South Leg								
Approach	3	439	438		67	747	772	
Departur	59	580	579		21	643	631	
Total	62	1,019	1,017		88	1,390	1,403	
East Leg								
Approach	1,070	1,310	1,291		1,142	1,811	1,814	
Departur	880	1,550	1,579		1,268	1,514	1,516	
Total	1,950	2,860	2,870		2,410	3,325	3,330	
West Leg								
Approach	845	1,719	1,733		1,187	1,564	1,559	
Departur	1,052	1,391	1,377		1,115	1,890	1,911	
Total	1,897	3,110	3,110		2,302	3,454	3,470	
Total Approaches								
Approach	2,118	3,928	3,937		2,614	4,572	4,590	
Departur	2,118	3,928	3,937		2,614	4,572	4,590	
Total	4,236	7,856	7,874		5,228	9,144	9,180	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
24 Knott Avenue /Katella Avenue								
NBL	224	235	235	0	221	232	232	0
NBT	445	467	467	0	847	889	889	0
NBR	108	131	125	-6	103	124	124	0
SBL	81	219	219	0	144	226	229	3
SBT	770	771	778	7	606	636	636	0
SBR	129	145	144	-1	94	101	101	0
EBL	57	76	78	2	290	300	302	2
EBT	502	1,107	1,131	24	915	1,206	1,202	-4
EBR	180	189	189	0	287	301	301	0
WBL	178	211	211	0	230	285	287	2
WBT	781	1,039	1,025	-14	711	1,236	1,236	0
WBR	64	124	124	0	103	206	210	4
North Leg								
Approach	980	1,135	1,141		844	963	966	
Departur	566	667	669		1,240	1,395	1,401	
Total	1,546	1,802	1,810		2,084	2,359	2,368	
South Leg								
Approach	777	833	827		1,171	1,245	1,245	
Departur	1,128	1,171	1,178		1,123	1,223	1,225	
Total	1,905	2,004	2,005		2,294	2,468	2,470	
East Leg								
Approach	1,023	1,374	1,360		1,044	1,727	1,733	
Departur	691	1,457	1,475		1,162	1,556	1,555	
Total	1,714	2,831	2,835		2,206	3,283	3,288	
West Leg								
Approach	739	1,372	1,398		1,492	1,807	1,805	
Departur	1,134	1,419	1,404		1,026	1,569	1,569	
Total	1,873	2,791	2,802		2,518	3,376	3,374	
Total Approaches								
Approach	3,519	4,714	4,726		4,551	5,743	5,750	
Departur	3,519	4,714	4,726		4,551	5,743	5,750	
Total	7,038	9,429	9,453		9,102	11,486	11,500	

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Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
25 Valley View Street/Orangewood Avenue								
NBL	18	34	34	0	4	10	10	0
NBT	1,701	1,786	1,786	0	1,704	1,745	1,762	17
NBR	73	91	88	-3	91	101	103	2
SBL	178	187	187	0	336	353	353	0
SBT	1,518	1,756	1,800	44	1,846	1,938	1,938	0
SBR	35	37	37	0	64	67	67	0
EBL	100	105	105	0	76	80	80	0
EBT	34	36	36	0	20	21	21	0
EBR	17	41	41	0	17	35	36	1
WBL	91	107	98	-9	74	84	85	1
WBT	18	19	19	0	11	11	11	0
WBR	370	389	389	0	261	274	274	0
North Leg								
Approach	1,731	1,980	2,024		2,246	2,358	2,358	
Departur	2,171	2,280	2,280		2,041	2,099	2,116	
Total	3,902	4,259	4,303		4,287	4,457	4,474	
South Leg								
Approach	1,792	1,911	1,908		1,799	1,856	1,875	
Departur	1,626	1,904	1,939		1,937	2,057	2,059	
Total	3,418	3,815	3,847		3,736	3,913	3,934	
East Leg								
Approach	479	514	505		346	369	370	
Departur	285	314	311		447	475	477	
Total	764	828	816		793	844	847	
West Leg								
Approach	151	182	182		113	136	137	
Departur	71	90	90		79	88	88	
Total	222	271	271		192	224	225	
Total Approaches								
Approach	4,153	4,587	4,619		4,504	4,719	4,740	
Departur	4,153	4,587	4,619		4,504	4,719	4,740	
Total	8,306	9,174	9,238		9,008	9,438	9,480	

LSA

Table B-3 - Year 2045 Volume Summary (Alternative 2)

	AM Peak				PM Peak			
	Exist	2045 No Project	2045 With Project	2045 GP- NP	Exist	2045 No Project	2045 With Project	2045 GP- NP
26 Knott Avenue /Orangewood Avenue								
NBL	23	150	144	-6	48	182	199	17
NBT	673	707	707	0	1,020	1,030	1,036	6
NBR	116	276	278	2	50	189	203	14
SBL	41	43	43	0	31	33	33	0
SBT	1,002	1,053	1,062	9	891	936	936	0
SBR	40	44	44	0	96	101	101	0
EBL	103	108	108	0	99	104	104	0
EBT	81	108	112	4	41	103	107	4
EBR	98	339	341	2	64	212	217	5
WBL	42	190	198	8	89	199	203	4
WBT	20	96	98	2	108	184	193	9
WBR	37	39	39	0	92	97	97	0
North Leg								
Approach	1,083	1,140	1,149		1,018	1,069	1,069	
Departur	813	854	854		1,211	1,231	1,237	
Total	1,896	1,994	2,003		2,229	2,299	2,305	
South Leg								
Approach	812	1,133	1,129		1,118	1,401	1,438	
Departur	1,142	1,582	1,601		1,044	1,347	1,356	
Total	1,954	2,715	2,730		2,162	2,748	2,794	
East Leg								
Approach	99	325	335		289	480	493	
Departur	238	427	433		122	325	343	
Total	337	752	768		411	804	835	
West Leg								
Approach	282	555	561		204	419	428	
Departur	83	290	286		252	467	493	
Total	365	845	847		456	886	921	
Total Approaches								
Approach	2,276	3,153	3,174		2,629	3,368	3,427	
Departur	2,276	3,153	3,174		2,629	3,368	3,427	
Total	4,552	6,305	6,347		5,258	6,737	6,855	

APPENDIX C

ICU WORKSHEETS

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 1
NORTH/SOUTH: Bloomfield Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	2.0		3,400	385	443	0.11 *	0.13 *
NBT	0.0		0	0	0	0.00	0.00
NBR	1.0	U	1,700	193	190	0.00	0.00
SBL	0.0		0	0	0	0.00	0.00
SBT	0.0		0	0	0	0.00 *	0.00 *
SBR	0.0		0	0	0	0.00	0.00
EBL	0.0		0	0	0	0.00	0.00
EBT	2.0		3,400	582	736	0.17 *	0.22 *
EBR	1.0	U	1,700	339	366	0.00	0.00
WBL	1.0		1,700	133	135	0.08 *	0.08 *
WBT	2.0		3,400	697	786	0.21	0.23
WBR	0.0		0	0	0	0.00	0.00
N/S Critical Movements						0.11	0.13
E/W Critical Movements						0.25	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.41	0.48
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **2**
NORTH/SOUTH: **Denni Street**
EAST/WEST: **Lincoln Avenue**

	Existing						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	173	158	0.10 *	0.09 *
NBT	1.0		1,700	9	6	0.01	0.00
NBR	1.0	U	1,700	198	121	0.00	0.00
SBL	1.0		1,700	18	58	0.01	0.03
SBT	1.0		1,700	4	20	0.00 *	0.01 *
SBR	1.0	D	1,700	13	181	0.00	0.05 *
EBL	1.0		1,700	66	41	0.04	0.02
EBT	2.0		3,400	556	735	0.20 *	0.26 *
EBR	0.0		0	136	141	0.00	0.00
WBL	1.0		1,700	276	102	0.16 *	0.06 *
WBT	2.0		3,400	658	610	0.19	0.18
WBR	1.0	D	1,700	32	26	0.00	0.00
N/S Critical Movements						0.10	0.10
E/W Critical Movements						0.36	0.32
Right Turn Critical Movement						0.00	0.05
Clearance Interval						0.05	0.05
ICU						0.51	0.52
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 3
NORTH/SOUTH: Moody Street
EAST/WEST: Lincoln Avenue

	Existing						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	156	109	0.09 *	0.06 *
NBT	2.0		3,400	526	516	0.15	0.15
NBR	1.0	D	1,700	103	83	0.00	0.00
SBL	1.0		1,700	171	148	0.10	0.09
SBT	2.0		3,400	721	632	0.21 *	0.19 *
SBR	1.0	D	1,700	191	167	0.00	0.00
EBL	1.0		1,700	133	159	0.08 *	0.09 *
EBT	2.0		3,400	471	601	0.17	0.21
EBR	0.0		0	114	102	0.00	0.00
WBL	1.0		1,700	61	75	0.04	0.04
WBT	2.0		3,400	538	551	0.21 *	0.21 *
WBR	0.0		0	182	166	0.00	0.00
N/S Critical Movements						0.30	0.25
E/W Critical Movements						0.29	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 4
NORTH/SOUTH: Walker Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	82	65	0.05 *	0.04
NBT	2.0		3,400	437	616	0.13	0.18 *
NBR	1.0	D	1,700	130	143	0.00	0.00
SBL	1.0		1,700	111	143	0.07	0.08 *
SBT	2.0		3,400	539	559	0.20 *	0.19
SBR	0.0		0	125	100	0.00	0.00
EBL	1.0		1,700	89	100	0.05 *	0.06 *
EBT	2.0		3,400	627	649	0.18	0.19
EBR	0.0		0	0	0	0.00	0.00
WBL	1.0		1,700	111	119	0.07	0.07
WBT	2.0		3,400	589	621	0.20 *	0.23 *
WBR	0.0		0	106	156	0.00	0.00
N/S Critical Movements						0.25	0.26
E/W Critical Movements						0.25	0.29
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.55	0.60
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 5
NORTH/SOUTH: Valley View Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	2.0		3,400	131	221	0.04 *	0.07
NBT	3.0		5,100	792	1,256	0.16	0.25 *
NBR	1.0	U	1,700	91	155	0.00	0.00
SBL	2.0		3,400	108	227	0.03	0.07 *
SBT	3.0		5,100	1,196	1,081	0.26 *	0.24
SBR	0.0		0	131	145	0.00	0.00
EBL	2.0		3,400	162	231	0.05 *	0.07 *
EBT	2.0		3,400	371	498	0.11	0.15
EBR	1.0	D	1,700	144	190	0.00	0.00
WBL	2.0		3,400	173	213	0.05	0.06
WBT	2.0		3,400	505	496	0.15 *	0.15 *
WBR	1.0	U	1,700	114	142	0.00	0.00
N/S Critical Movements						0.30	0.32
E/W Critical Movements						0.20	0.22
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.55	0.59
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 6
NORTH/SOUTH: Moody Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	102	42	0.06 *	0.02
NBT	2.0		3,400	368	513	0.11	0.15 *
NBR	1.0	D	1,700	129	65	0.00	0.00
SBL	1.0		1,700	158	133	0.09	0.08 *
SBT	2.0		3,400	508	516	0.15 *	0.15
SBR	1.0	D	1,700	109	75	0.00	0.00
EBL	1.0		1,700	132	63	0.08 *	0.04 *
EBT	2.0		3,400	483	250	0.18	0.08
EBR	0.0		0	113	33	0.00	0.00
WBL	1.0		1,700	64	60	0.04	0.04
WBT	2.0		3,400	405	285	0.15 *	0.11 *
WBR	0.0		0	97	102	0.00	0.00
N/S Critical Movements						0.21	0.23
E/W Critical Movements						0.23	0.15
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.49	0.43
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **7**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Orange Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	147	78	0.09 *	0.05
NBT	2.0		3,400	459	680	0.17	0.24 *
NBR	0.0		0	125	135	0.00	0.00
SBL	1.0		1,700	64	87	0.04	0.05 *
SBT	2.0		3,400	600	598	0.21 *	0.19
SBR	0.0		0	113	50	0.00	0.00
EBL	1.0		1,700	108	73	0.06 *	0.04
EBT	2.0		3,400	450	390	0.16	0.14 *
EBR	0.0		0	109	99	0.00	0.00
WBL	1.0		1,700	102	110	0.06	0.06 *
WBT	2.0		3,400	538	360	0.16 *	0.11
WBR	1.0	D	1,700	88	81	0.00	0.00
N/S Critical Movements						0.30	0.29
E/W Critical Movements						0.22	0.20
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.57	0.54
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 8
NORTH/SOUTH: Valley View Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	118	167	0.07 *	0.10 *
NBT	3.0		5,100	902	1,537	0.18	0.30
NBR	1.0	D	1,700	99	136	0.00	0.00
SBL	1.0		1,700	75	127	0.04	0.07
SBT	3.0		5,100	1,255	1,303	0.27 *	0.28 *
SBR	0.0		0	97	127	0.00	0.00
EBL	1.0		1,700	123	124	0.07 *	0.07 *
EBT	2.0		3,400	369	355	0.11	0.10
EBR	1.0	U	1,700	239	127	0.00	0.00
WBL	1.0		1,700	131	152	0.08	0.09
WBT	2.0		3,400	405	288	0.15 *	0.12 *
WBR	0.0		0	103	134	0.00	0.00
N/S Critical Movements						0.34	0.38
E/W Critical Movements						0.22	0.19
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.62
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 9
NORTH/SOUTH: Holder Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	53	54	0.03 *	0.03 *
NBT	2.0		3,400	78	174	0.03	0.06
NBR	0.0		0	30	33	0.00	0.00
SBL	1.0		1,700	58	51	0.03	0.03
SBT	1.0		1,700	119	109	0.07 *	0.06 *
SBR	1.0	F	1,700	94	114	0.00	0.00
EBL	1.0		1,700	74	96	0.04 *	0.06 *
EBT	2.0		3,400	336	351	0.11	0.12
EBR	0.0		0	48	57	0.00	0.00
WBL	1.0		1,700	70	30	0.04	0.02
WBT	2.0		3,400	435	344	0.16 *	0.12 *
WBR	0.0		0	103	59	0.00	0.00
N/S Critical Movements						0.10	0.09
E/W Critical Movements						0.20	0.18
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.35	0.32
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **10**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	102	115	0.06 *	0.07
NBT	2.0		3,400	612	661	0.20	0.22 *
NBR	0.0		0	75	86	0.00	0.00
SBL	1.0		1,700	112	191	0.07	0.11 *
SBT	2.0		3,400	550	686	0.24 *	0.23
SBR	0.0		0	259	84	0.00	0.00
EBL	1.0		1,700	135	150	0.08 *	0.09 *
EBT	2.0		3,400	193	397	0.06	0.12
EBR	1.0	D	1,700	54	108	0.00	0.00
WBL	1.0		1,700	68	65	0.04	0.04
WBT	2.0		3,400	325	226	0.10 *	0.07 *
WBR	1.0	D	1,700	135	116	0.00	0.00
N/S Critical Movements						0.30	0.33
E/W Critical Movements						0.18	0.16
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.53	0.54
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization

V/C - Volume to Capacity Ratio

Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **11**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	87	74	0.05 *	0.04
NBT	2.0		3,400	252	350	0.07	0.10 *
NBR	1.0	D	1,700	67	61	0.00	0.00
SBL	1.0		1,700	149	104	0.09	0.06 *
SBT	2.0		3,400	476	329	0.14 *	0.10
SBR	1.0	D	1,700	138	112	0.00	0.00
EBL	1.0		1,700	78	128	0.05 *	0.08 *
EBT	2.0		3,400	816	682	0.24	0.20
EBR	1.0	D	1,700	99	61	0.00	0.00
WBL	1.0		1,700	73	72	0.04	0.04
WBT	2.0		3,400	814	673	0.24 *	0.20 *
WBR	1.0	D	1,700	166	109	0.00	0.00
N/S Critical Movements						0.19	0.16
E/W Critical Movements						0.29	0.28
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.53	0.49
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **12**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	102	85	0.06 *	0.05
NBT	2.0		3,400	339	652	0.12	0.22 *
NBR	0.0		0	72	84	0.00	0.00
SBL	1.0		1,700	124	142	0.07	0.08 *
SBT	2.0		3,400	579	523	0.19 *	0.18
SBR	0.0		0	59	83	0.00	0.00
EBL	1.0		1,700	77	92	0.05 *	0.05 *
EBT	2.0		3,400	732	642	0.22	0.19
EBR	1.0	D	1,700	168	76	0.00	0.00
WBL	1.0		1,700	104	89	0.06	0.05
WBT	2.0		3,400	770	697	0.23 *	0.21 *
WBR	1.0	D	1,700	144	142	0.00	0.00
N/S Critical Movements						0.25	0.30
E/W Critical Movements						0.28	0.26
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.61
Level of Service (LOS)						A	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 13
NORTH/SOUTH: Valley View Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	2.0		3,400	205	262	0.06 *	0.08
NBT	3.0		5,100	894	1,508	0.18	0.30 *
NBR	1.0	U	1,700	81	162	0.00	0.00
SBL	2.0		3,400	111	171	0.03	0.05 *
SBT	3.0		5,100	1,238	1,136	0.24 *	0.22
SBR	1.0	D	1,700	126	203	0.00	0.00
EBL	2.0		3,400	172	202	0.05 *	0.06 *
EBT	2.0		3,400	556	611	0.16	0.18
EBR	1.0	U	1,700	186	177	0.00	0.00
WBL	2.0		3,400	264	169	0.08	0.05
WBT	2.0		3,400	678	458	0.23 *	0.17 *
WBR	0.0		0	91	129	0.00	0.00
N/S Critical Movements						0.30	0.35
E/W Critical Movements						0.28	0.23
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.63	0.63
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **14**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
				Existing			
NBL	1.0		1,700	171	81	0.10 *	0.05
NBT	2.0		3,400	332	424	0.15	0.16 *
NBR	0.0		0	173	124	0.00	0.00
SBL	1.0		1,700	99	72	0.06	0.04 *
SBT	2.0		3,400	520	269	0.19 *	0.11
SBR	0.0		0	110	117	0.00	0.00
EBL	1.0		1,700	45	140	0.03	0.08
EBT	2.0		3,400	689	851	0.20 *	0.25 *
EBR	1.0	D	1,700	166	91	0.00	0.00
WBL	1.0		1,700	194	90	0.11 *	0.05 *
WBT	2.0		3,400	648	702	0.19	0.21
WBR	1.0	D	1,700	65	125	0.00	0.00
N/S Critical Movements						0.29	0.20
E/W Critical Movements						0.31	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.65	0.55
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **15**
NORTH/SOUTH: **Denni Street/Lexington Drive**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NB	2.0		3,400	138	242	0.04 *	0.07 *
SB	3.0		5,100	355	212	0.07 *	0.04 *
EBL	1.0		1,700	77	103	0.05 *	0.06
EBT	2.0		3,400	633	880	0.19	0.26 *
EBR	1.0	U	1,700	59	34	0.00	0.00
WBL	1.0		1,700	86	48	0.05	0.03 *
WBT	2.0		3,400	700	743	0.21 *	0.22
WBR	1.0	D	1,700	130	113	0.00	0.00
N/S Critical Movements						0.11	0.11
E/W Critical Movements						0.26	0.29
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.42	0.45
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **16**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NB	2.0		3,400	1	3	0.00 *	0.00 *
SB	3.0		5,100	609	370	0.12 *	0.07 *
EBL	1.0		1,700	68	180	0.04 *	0.11 *
EBT	2.0		3,400	713	918	0.21	0.27
EBR	1.0	D	1,700	1	1	0.00	0.00
WBL	1.0		1,700	1	1	0.00	0.00
WBT	2.0		3,400	698	774	0.21 *	0.23 *
WBR	1.0	D	1,700	160	304	0.00	0.00
N/S Critical Movements						0.12	0.07
E/W Critical Movements						0.25	0.34
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.42	0.46
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 17
NORTH/SOUTH: Walker Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	2.0		3,400	98	258	0.03 *	0.08 *
NBT	2.0		3,400	238	567	0.07	0.17
NBR	1.0	U	1,700	61	160	0.00	0.00
SBL	1.0		1,700	130	110	0.08	0.06
SBT	2.0		3,400	564	428	0.18 *	0.15 *
SBR	0.0		0	41	68	0.00	0.00
EBL	1.0		1,700	27	77	0.02 *	0.05 *
EBT	3.0		5,100	767	824	0.15	0.16
EBR	1.0	U	1,700	287	214	0.00	0.00
WBL	1.0		1,700	85	94	0.05	0.06
WBT	2.0		3,400	734	770	0.22 *	0.23 *
WBR	1.0	U	1,700	109	148	0.00	0.00
N/S Critical Movements						0.21	0.23
E/W Critical Movements						0.24	0.28
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.50	0.56
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 18
NORTH/SOUTH: Valley View Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	199	283	0.12 *	0.17 *
NBT	3.0		5,100	955	1,599	0.19	0.31
NBR	1.0	U	1,700	46	163	0.00	0.00
SBL	1.0		1,700	267	140	0.16	0.08
SBT	3.0		5,100	1,267	1,168	0.25 *	0.23 *
SBR	1.0	U	1,700	105	224	0.00	0.00
EBL	2.0		3,400	117	238	0.03 *	0.07 *
EBT	3.0		5,100	404	599	0.08	0.12
EBR	1.0	U	1,700	289	220	0.00	0.00
WBL	2.0		3,400	121	94	0.04	0.03
WBT	2.0		3,400	512	459	0.18 *	0.17 *
WBR	0.0		0	107	109	0.00	0.00
N/S Critical Movements						0.37	0.40
E/W Critical Movements						0.21	0.24
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.63	0.69
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **19**
NORTH/SOUTH: **Lexington Drive**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Existing				
NB	3.0		5,100	190	346	0.04 *	0.07 *
SB	2.0		3,400	190	175	0.06 *	0.05 *
EBL	2.0		3,400	104	93	0.03	0.03
EBT	3.0		5,100	1,120	1,363	0.22 *	0.27 *
EBR	1.0	U	1,700	135	49	0.00	0.00
WBL	1.0		1,700	126	78	0.07 *	0.05 *
WBT	3.0		5,100	1,090	1,263	0.23	0.26
WBR	0.0		0	74	79	0.00	0.00
N/S Critical Movements						0.10	0.12
E/W Critical Movements						0.29	0.32
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.44	0.49
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **20**
NORTH/SOUTH: **Race Track/Siboney Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NB	2.0		3,400	61	91	0.02 *	0.03 *
SB	3.0		5,100	44	123	0.01 *	0.02 *
EBL	2.0		3,400	91	130	0.03 *	0.04
EBT	3.0		5,100	1,229	1,489	0.25	0.30 *
EBR	0.0		0	34	33	0.00	0.00
WBL	1.0		1,700	35	54	0.02	0.03 *
WBT	3.0		5,100	1,329	1,373	0.26 *	0.27
WBR	1.0	U	1,700	31	37	0.00	0.00
N/S Critical Movements						0.03	0.05
E/W Critical Movements						0.29	0.33
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.37	0.43
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **21**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NB	2.0		3,400	4	14	0.00 *	0.00 *
SB	4.0		6,800	727	738	0.11 *	0.11 *
EBL	2.0		3,400	221	343	0.07 *	0.10 *
EBT	3.0		5,100	1,051	1,382	0.21	0.27
EBR	0.0		0	4	2	0.00	0.00
WBL	1.0		1,700	9	1	0.01	0.00
WBT	3.0		5,100	1,193	1,354	0.23 *	0.27 *
WBR	1.0	U	1,700	303	322	0.00	0.00
N/S Critical Movements						0.11	0.11
E/W Critical Movements						0.30	0.37
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.46	0.53
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **22**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	3.0		5,100	639	510	0.13 *	0.10 *
NBT	3.0		5,100	1,239	1,406	0.24	0.28
NBR	1.0	U	1,700	169	168	0.00	0.00
SBL	2.0		3,400	177	161	0.05	0.05
SBT	3.0		5,100	1,059	1,156	0.21 *	0.23 *
SBR	1.0	U	1,700	198	209	0.00	0.00
EBL	2.0		3,400	153	279	0.05 *	0.08
EBT	3.0		5,100	652	796	0.13	0.16 *
EBR	1.0	F	1,700	470	661	0.00	0.00
WBL	2.0		3,400	131	275	0.04	0.08 *
WBT	3.0		5,100	710	743	0.14 *	0.15
WBR	1.0	U	1,700	109	201	0.00	0.00
N/S Critical Movements						0.34	0.33
E/W Critical Movements						0.19	0.24
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.62
Level of Service (LOS)						A	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **23**
NORTH/SOUTH: **Holder Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1.0		1,700	1	37	0.00	0.02
NBT	2.0		3,400	0	8	0.00 *	0.01 *
NBR	0.0		0	2	22	0.00	0.00
SBL	1.0		1,700	87	123	0.05 *	0.07 *
SBT	2.0		3,400	5	3	0.03	0.03
SBR	0.0		0	108	92	0.00	0.00
EBL	1.0		1,700	30	57	0.02 *	0.03
EBT	3.0		5,100	791	1,123	0.16	0.22 *
EBR	1.0	U	1,700	24	7	0.00	0.00
WBL	1.0		1,700	30	11	0.02	0.01 *
WBT	3.0		5,100	943	986	0.18 *	0.19
WBR	1.0	U	1,700	97	145	0.00	0.00
N/S Critical Movements						0.05	0.08
E/W Critical Movements						0.20	0.23
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.30	0.36
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **24**
NORTH/SOUTH: **Knott Avenue**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	2		3,400	224	221	0.07 *	0.07
NBT	2		3,400	445	847	0.13	0.25 *
NBR	1	D	1,700	108	103	0.00	0.00
SBL	1		1,700	81	144	0.05	0.08 *
SBT	2		3,400	770	606	0.23 *	0.18
SBR	1	U	1,700	129	94	0.00	0.00
EBL	1		1,700	57	290	0.03	0.17
EBT	3		5,100	502	915	0.10 *	0.18 *
EBR	1	P	1,700	180	287	0.01 *	0.00
WBL	1		1,700	178	230	0.10 *	0.14 *
WBT	3		5,100	781	711	0.15	0.14
WBR	1	P	1,700	64	103	0.00	0.00
N/S Critical Movements						0.30	0.33
E/W Critical Movements						0.20	0.32
Right Turn Critical Movement						0.01	0.00
Clearance Interval						0.05	0.05
ICU						0.56	0.70
Level of Service (LOS)						A	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **25**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1		1,700	18	4	0.01	0.00
NBT	3		5,100	1,701	1,704	0.35 *	0.35 *
NBR	0		0	73	91	0.00	0.00
SBL	2		3,400	178	336	0.05 *	0.10 *
SBT	3		5,100	1,518	1,846	0.30	0.36
SBR	1	U	1,700	35	64	0.00	0.00
EB	3		5,100	151	113	0.03 *	0.02 *
WB	3		5,100	479	346	0.09 *	0.07 *
N/S Critical Movements						0.40	0.45
E/W Critical Movements						0.12	0.09
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.57	0.59
Level of Service (LOS)						A	A

Notes: **EB/WB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **26**
NORTH/SOUTH: **Knott Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Existing Volume AM	Existing Volume PM	Existing V/C Ratio AM	Existing V/C Ratio PM
NBL	1		1,700	23	48	0.01 *	0.03
NBT	2		3,400	673	1,020	0.20	0.30 *
NBR	1	U	1,700	116	50	0.00	0.00
SBL	1		1,700	41	31	0.02	0.02 *
SBT	2		3,400	1,002	891	0.29 *	0.26
SBR	1	U	1,700	40	96	0.00	0.00
EBL	1		1,700	103	99	0.06 *	0.06 *
EBT	1		1,700	81	41	0.05	0.02
EBR	1	U	1,700	98	64	0.00	0.00
WBL	1		1,700	42	89	0.02	0.05
WBT	1		1,700	20	108	0.01 *	0.06 *
WBR	1	U	1,700	37	92	0.00	0.00
N/S Critical Movements						0.30	0.32
E/W Critical Movements						0.07	0.12
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.42	0.49
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 1
NORTH/SOUTH: Bloomfield Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NBL	2.0		3,400	404	463	0.12 *	0.14 *
NBT	0.0		0	0	0	0.00	0.00
NBR	1.0	U	1,700	365	305	0.00	0.00
SBL	0.0		0	0	0	0.00	0.00
SBT	0.0		0	0	0	0.00 *	0.00 *
SBR	0.0		0	0	0	0.00	0.00
EBL	0.0		0	0	0	0.00	0.00
EBT	2.0		3,400	1,069	865	0.31 *	0.25 *
EBR	1.0	U	1,700	432	384	0.00	0.00
WBL	1.0		1,700	275	243	0.16 *	0.14 *
WBT	2.0		3,400	798	1,200	0.23	0.35
WBR	0.0		0	0	0	0.00	0.00
N/S Critical Movements						0.12	0.14
E/W Critical Movements						0.47	0.39
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.58
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **2**
NORTH/SOUTH: **Denni Street**
EAST/WEST: **Lincoln Avenue**

	Year 2045 No Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	182	166	0.11 *	0.10 *
NBT	1.0		1,700	9	6	0.01	0.00
NBR	1.0	U	1,700	230	127	0.00	0.00
SBL	1.0		1,700	21	61	0.01	0.04
SBT	1.0		1,700	4	21	0.00 *	0.01 *
SBR	1.0	D	1,700	14	188	0.00	0.06 *
EBL	1.0		1,700	72	43	0.04	0.03
EBT	2.0		3,400	1,184	980	0.40 *	0.33 *
EBR	0.0		0	165	141	0.00	0.00
WBL	1.0		1,700	280	132	0.16 *	0.08 *
WBT	2.0		3,400	922	1,130	0.27	0.33
WBR	1.0	D	1,700	34	31	0.00	0.00
N/S Critical Movements						0.11	0.11
E/W Critical Movements						0.56	0.41
Right Turn Critical Movement						0.00	0.06
Clearance Interval						0.05	0.05
ICU						0.72	0.63
Level of Service (LOS)						C	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **3**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Lincoln Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NBL	1.0		1,700	199	178	0.12 *	0.10 *
NBT	2.0		3,400	552	518	0.16	0.15
NBR	1.0	D	1,700	210	142	0.00	0.00
SBL	1.0		1,700	210	155	0.12	0.09
SBT	2.0		3,400	769	664	0.23 *	0.20 *
SBR	1.0	D	1,700	201	175	0.00	0.00
EBL	1.0		1,700	140	167	0.08	0.10 *
EBT	2.0		3,400	1,055	843	0.38 *	0.28
EBR	0.0		0	221	122	0.00	0.00
WBL	1.0		1,700	127	128	0.07 *	0.08
WBT	2.0		3,400	807	1,055	0.29	0.37 *
WBR	0.0		0	191	195	0.00	0.00
N/S Critical Movements						0.35	0.30
E/W Critical Movements						0.45	0.47
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.85	0.82
Level of Service (LOS)						D	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 4
NORTH/SOUTH: Walker Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	88	102	0.05 *	0.06
NBT	2.0		3,400	459	647	0.13	0.19 *
NBR	1.0	D	1,700	193	171	0.00	0.00
SBL	1.0		1,700	158	150	0.09	0.09 *
SBT	2.0		3,400	576	587	0.21 *	0.21
SBR	0.0		0	129	130	0.00	0.00
EBL	1.0		1,700	120	107	0.07	0.06 *
EBT	2.0		3,400	1,291	844	0.38 *	0.25
EBR	0.0		0	0	0	0.00	0.00
WBL	1.0		1,700	163	155	0.10 *	0.09
WBT	2.0		3,400	837	1,138	0.29	0.39 *
WBR	0.0		0	136	179	0.00	0.00
N/S Critical Movements						0.26	0.28
E/W Critical Movements						0.48	0.45
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.79	0.78
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 5
NORTH/SOUTH: Valley View Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	142	286	0.04 *	0.08
NBT	3.0		5,100	832	1,319	0.16	0.26 *
NBR	1.0	U	1,700	116	180	0.00	0.00
SBL	2.0		3,400	172	304	0.05	0.09 *
SBT	3.0		5,100	1,314	1,135	0.29 *	0.26
SBR	0.0		0	177	216	0.00	0.00
EBL	2.0		3,400	282	269	0.08	0.08 *
EBT	2.0		3,400	929	675	0.27 *	0.20
EBR	1.0	D	1,700	248	200	0.00	0.00
WBL	2.0		3,400	213	261	0.06 *	0.08
WBT	2.0		3,400	762	939	0.22	0.28 *
WBR	1.0	U	1,700	141	207	0.00	0.00
N/S Critical Movements						0.33	0.35
E/W Critical Movements						0.33	0.36
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.71	0.76
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 6
NORTH/SOUTH: Moody Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	107	53	0.06 *	0.03
NBT	2.0		3,400	386	623	0.11	0.18 *
NBR	1.0	D	1,700	135	68	0.00	0.00
SBL	1.0		1,700	218	137	0.13	0.08 *
SBT	2.0		3,400	624	542	0.18 *	0.16
SBR	1.0	D	1,700	146	125	0.00	0.00
EBL	1.0		1,700	228	66	0.13 *	0.04 *
EBT	2.0		3,400	547	263	0.19	0.09
EBR	0.0		0	114	35	0.00	0.00
WBL	1.0		1,700	67	63	0.04	0.04
WBT	2.0		3,400	425	316	0.16 *	0.13 *
WBR	0.0		0	113	109	0.00	0.00
N/S Critical Movements						0.24	0.26
E/W Critical Movements						0.29	0.17
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.48
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 7
NORTH/SOUTH: Walker Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	154	78	0.09 *	0.05
NBT	2.0		3,400	503	728	0.19	0.26 *
NBR	0.0		0	158	144	0.00	0.00
SBL	1.0		1,700	86	91	0.05	0.05 *
SBT	2.0		3,400	706	610	0.24 *	0.19
SBR	0.0		0	119	53	0.00	0.00
EBL	1.0		1,700	114	77	0.07	0.05
EBT	2.0		3,400	548	410	0.20 *	0.15 *
EBR	0.0		0	116	104	0.00	0.00
WBL	1.0		1,700	105	147	0.06 *	0.09 *
WBT	2.0		3,400	565	421	0.17	0.12
WBR	1.0	D	1,700	90	102	0.00	0.00
N/S Critical Movements						0.33	0.31
E/W Critical Movements						0.26	0.24
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 8
NORTH/SOUTH: Valley View Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	124	215	0.07 *	0.13 *
NBT	3.0		5,100	947	1,615	0.19	0.32
NBR	1.0	D	1,700	141	137	0.00	0.00
SBL	1.0		1,700	98	133	0.06	0.08
SBT	3.0		5,100	1,500	1,368	0.31 *	0.30 *
SBR	0.0		0	102	140	0.00	0.00
EBL	1.0		1,700	129	130	0.08 *	0.08 *
EBT	2.0		3,400	488	373	0.14	0.11
EBR	1.0	U	1,700	290	133	0.00	0.00
WBL	1.0		1,700	145	163	0.09	0.10
WBT	2.0		3,400	425	344	0.16 *	0.14 *
WBR	0.0		0	108	141	0.00	0.00
N/S Critical Movements						0.38	0.43
E/W Critical Movements						0.24	0.22
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.67	0.70
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 9
NORTH/SOUTH: Holder Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	179	168	0.11 *	0.10 *
NBT	2.0		3,400	255	411	0.11	0.15
NBR	0.0		0	125	86	0.00	0.00
SBL	1.0		1,700	61	54	0.04	0.03
SBT	1.0		1,700	320	296	0.19 *	0.17 *
SBR	1.0	F	1,700	99	120	0.00	0.00
EBL	1.0		1,700	78	101	0.05	0.06
EBT	2.0		3,400	380	369	0.17 *	0.15 *
EBR	0.0		0	196	151	0.00	0.00
WBL	1.0		1,700	183	105	0.11 *	0.06 *
WBT	2.0		3,400	457	361	0.17	0.12
WBR	0.0		0	108	62	0.00	0.00
N/S Critical Movements						0.30	0.27
E/W Critical Movements						0.28	0.21
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.63	0.53
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **10**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NBL	1.0		1,700	107	125	0.06	0.07
NBT	2.0		3,400	704	694	0.24 *	0.23 *
NBR	0.0		0	96	90	0.00	0.00
SBL	1.0		1,700	139	201	0.08 *	0.12 *
SBT	2.0		3,400	589	757	0.25	0.26
SBR	0.0		0	272	127	0.00	0.00
EBL	1.0		1,700	198	164	0.12 *	0.10 *
EBT	2.0		3,400	315	417	0.09	0.12
EBR	1.0	D	1,700	76	113	0.00	0.00
WBL	1.0		1,700	71	68	0.04	0.04
WBT	2.0		3,400	341	301	0.10 *	0.09 *
WBR	1.0	D	1,700	137	136	0.00	0.00
N/S Critical Movements						0.32	0.35
E/W Critical Movements						0.22	0.19
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.59
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization

V/C - Volume to Capacity Ratio

Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 11
NORTH/SOUTH: Moody Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	91	99	0.05 *	0.06
NBT	2.0		3,400	265	397	0.08	0.12 *
NBR	1.0	D	1,700	76	64	0.00	0.00
SBL	1.0		1,700	168	109	0.10	0.06 *
SBT	2.0		3,400	516	345	0.15 *	0.10
SBR	1.0	D	1,700	142	118	0.00	0.00
EBL	1.0		1,700	82	144	0.05	0.08 *
EBT	2.0		3,400	990	716	0.29 *	0.21
EBR	1.0	D	1,700	116	79	0.00	0.00
WBL	1.0		1,700	77	81	0.05 *	0.05
WBT	2.0		3,400	855	777	0.25	0.23 *
WBR	1.0	D	1,700	174	114	0.00	0.00
N/S Critical Movements						0.20	0.18
E/W Critical Movements						0.34	0.31
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.54
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 12
NORTH/SOUTH: Walker Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	107	89	0.06 *	0.05
NBT	2.0		3,400	382	688	0.14	0.23 *
NBR	0.0		0	91	88	0.00	0.00
SBL	1.0		1,700	200	149	0.12	0.09 *
SBT	2.0		3,400	709	549	0.23 *	0.19
SBR	0.0		0	66	90	0.00	0.00
EBL	1.0		1,700	81	93	0.05	0.05 *
EBT	2.0		3,400	862	674	0.25 *	0.20
EBR	1.0	D	1,700	176	80	0.00	0.00
WBL	1.0		1,700	109	96	0.06 *	0.06
WBT	2.0		3,400	809	778	0.24	0.23 *
WBR	1.0	D	1,700	160	180	0.00	0.00
N/S Critical Movements						0.29	0.32
E/W Critical Movements						0.31	0.28
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.65	0.65
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 13
NORTH/SOUTH: Valley View Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	215	292	0.06 *	0.09
NBT	3.0		5,100	939	1,592	0.18	0.31 *
NBR	1.0	U	1,700	87	170	0.00	0.00
SBL	2.0		3,400	150	180	0.04	0.05 *
SBT	3.0		5,100	1,470	1,193	0.29 *	0.23
SBR	1.0	D	1,700	132	226	0.00	0.00
EBL	2.0		3,400	202	212	0.06 *	0.06 *
EBT	2.0		3,400	732	642	0.22	0.19
EBR	1.0	U	1,700	215	186	0.00	0.00
WBL	2.0		3,400	264	170	0.08	0.05
WBT	2.0		3,400	712	535	0.24 *	0.20 *
WBR	0.0		0	93	143	0.00	0.00
N/S Critical Movements						0.35	0.36
E/W Critical Movements						0.30	0.26
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.70	0.67
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **14**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	176	87	0.10 *	0.05
NBT	2.0		3,400	421	445	0.18	0.17 *
NBR	0.0		0	185	130	0.00	0.00
SBL	1.0		1,700	115	77	0.07	0.05 *
SBT	2.0		3,400	547	315	0.20 *	0.13
SBR	0.0		0	123	142	0.00	0.00
EBL	1.0		1,700	69	147	0.04	0.09 *
EBT	2.0		3,400	894	894	0.26 *	0.26
EBR	1.0	D	1,700	194	93	0.00	0.00
WBL	1.0		1,700	204	104	0.12 *	0.06
WBT	2.0		3,400	680	843	0.20	0.25 *
WBR	1.0	D	1,700	77	128	0.00	0.00
N/S Critical Movements						0.30	0.22
E/W Critical Movements						0.38	0.34
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.73	0.61
Level of Service (LOS)						C	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **15**
NORTH/SOUTH: **Denni Street/Lexington Drive**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NB	2.0		3,400	217	474	0.06 *	0.14 *
SB	3.0		5,100	446	269	0.09 *	0.05 *
EBL	1.0		1,700	81	108	0.05	0.06
EBT	2.0		3,400	790	924	0.23 *	0.27 *
EBR	1.0	U	1,700	136	70	0.00	0.00
WBL	1.0		1,700	155	90	0.09 *	0.05 *
WBT	2.0		3,400	735	833	0.22	0.25
WBR	1.0	D	1,700	137	119	0.00	0.00
N/S Critical Movements						0.15	0.19
E/W Critical Movements						0.32	0.32
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.52	0.56
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **16**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NB	2.0		3,400	1	3	0.00 *	0.00 *
SB	3.0		5,100	656	410	0.13 *	0.08 *
EBL	1.0		1,700	84	220	0.05 *	0.13 *
EBT	2.0		3,400	874	964	0.26	0.28
EBR	1.0	D	1,700	1	1	0.00	0.00
WBL	1.0		1,700	1	1	0.00	0.00
WBT	2.0		3,400	733	839	0.22 *	0.25 *
WBR	1.0	D	1,700	168	319	0.00	0.00
N/S Critical Movements						0.13	0.08
E/W Critical Movements						0.27	0.38
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.45	0.51
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 17
NORTH/SOUTH: Walker Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	102	271	0.03 *	0.08
NBT	2.0		3,400	318	595	0.09	0.18 *
NBR	1.0	U	1,700	72	168	0.00	0.00
SBL	1.0		1,700	182	124	0.11	0.07 *
SBT	2.0		3,400	603	465	0.19 *	0.16
SBR	0.0		0	51	81	0.00	0.00
EBL	1.0		1,700	38	79	0.02 *	0.05 *
EBT	3.0		5,100	943	865	0.18	0.17
EBR	1.0	U	1,700	301	225	0.00	0.00
WBL	1.0		1,700	89	99	0.05	0.06
WBT	2.0		3,400	771	843	0.23 *	0.25 *
WBR	1.0	U	1,700	125	167	0.00	0.00
N/S Critical Movements						0.22	0.25
E/W Critical Movements						0.25	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.52	0.60
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 18
NORTH/SOUTH: Valley View Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	208	397	0.12 *	0.23 *
NBT	3.0		5,100	1,003	1,739	0.20	0.34
NBR	1.0	U	1,700	49	167	0.00	0.00
SBL	1.0		1,700	271	147	0.16	0.09
SBT	3.0		5,100	1,531	1,226	0.30 *	0.24 *
SBR	1.0	U	1,700	105	235	0.00	0.00
EBL	2.0		3,400	128	250	0.04 *	0.07 *
EBT	3.0		5,100	502	629	0.10	0.12
EBR	1.0	U	1,700	428	270	0.06 *	0.00
WBL	2.0		3,400	128	98	0.04	0.03
WBT	2.0		3,400	538	480	0.19 *	0.17 *
WBR	0.0		0	112	114	0.00	0.00
N/S Critical Movements						0.42	0.47
E/W Critical Movements						0.23	0.24
Right Turn Critical Movement						0.06	0.00
Clearance Interval						0.05	0.05
ICU						0.76	0.76
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **19**
NORTH/SOUTH: **Lexington Drive**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NB	3.0		5,100	199	386	0.04 *	0.08 *
SB	2.0		3,400	414	296	0.12 *	0.09 *
EBL	2.0		3,400	156	217	0.05	0.06 *
EBT	3.0		5,100	1,480	1,612	0.29 *	0.32
EBR	1.0	U	1,700	138	51	0.00	0.00
WBL	1.0		1,700	132	82	0.08 *	0.05
WBT	3.0		5,100	1,392	1,597	0.29	0.34 *
WBR	0.0		0	98	161	0.00	0.00
N/S Critical Movements						0.16	0.17
E/W Critical Movements						0.37	0.40
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.62
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **20**
NORTH/SOUTH: **Race Track/Siboney Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
				Year 2045 No Project			
NB	2.0		3,400	72	120	0.02 *	0.04 *
SB	3.0		5,100	396	235	0.08 *	0.05 *
EBL	2.0		3,400	142	298	0.04	0.09 *
EBT	3.0		5,100	1,552	1,493	0.31 *	0.30
EBR	0.0		0	42	35	0.00	0.00
WBL	1.0		1,700	37	81	0.02 *	0.05
WBT	3.0		5,100	1,423	1,681	0.28	0.33 *
WBR	1.0	U	1,700	36	171	0.00	0.00
N/S Critical Movements						0.10	0.09
E/W Critical Movements						0.33	0.42
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.48	0.56
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **21**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NB	2.0		3,400	4	16	0.00 *	0.00 *
SB	4.0		6,800	746	855	0.11 *	0.13 *
EBL	2.0		3,400	326	360	0.10 *	0.11 *
EBT	3.0		5,100	1,763	1,526	0.35	0.30
EBR	0.0		0	5	2	0.00	0.00
WBL	1.0		1,700	9	1	0.01	0.00
WBT	3.0		5,100	1,307	1,959	0.26 *	0.38 *
WBR	1.0	U	1,700	318	338	0.00	0.00
N/S Critical Movements						0.11	0.13
E/W Critical Movements						0.36	0.49
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.52	0.67
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **22**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	3.0		5,100	671	536	0.13	0.11
NBT	3.0		5,100	1,301	1,476	0.26 *	0.29 *
NBR	1.0	U	1,700	190	170	0.00	0.00
SBL	2.0		3,400	388	255	0.11 *	0.08 *
SBT	3.0		5,100	1,068	1,214	0.21	0.24
SBR	1.0	U	1,700	297	270	0.00	0.00
EBL	2.0		3,400	231	343	0.07	0.10 *
EBT	3.0		5,100	1,284	1,037	0.25 *	0.20
EBR	1.0	F	1,700	494	694	0.00	0.00
WBL	2.0		3,400	138	313	0.04 *	0.09
WBT	3.0		5,100	965	1,250	0.19	0.25 *
WBR	1.0	U	1,700	165	391	0.00	0.00
N/S Critical Movements						0.37	0.37
E/W Critical Movements						0.29	0.35
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.71	0.77
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **23**
NORTH/SOUTH: **Holder Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NBL	1.0		1,700	170	342	0.10 *	0.20 *
NBT	2.0		3,400	198	273	0.08	0.12
NBR	0.0		0	71	132	0.00	0.00
SBL	1.0		1,700	91	129	0.05	0.08
SBT	2.0		3,400	258	224	0.11 *	0.09 *
SBR	0.0		0	111	97	0.00	0.00
EBL	1.0		1,700	107	100	0.06	0.06
EBT	3.0		5,100	1,388	1,253	0.27 *	0.25 *
EBR	1.0	U	1,700	224	211	0.00	0.00
WBL	1.0		1,700	98	208	0.06 *	0.12 *
WBT	3.0		5,100	1,110	1,451	0.22	0.28
WBR	1.0	U	1,700	102	152	0.00	0.00
N/S Critical Movements						0.21	0.29
E/W Critical Movements						0.33	0.37
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.71
Level of Service (LOS)						A	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **24**
NORTH/SOUTH: **Knott Avenue**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2		3,400	235	232	0.07 *	0.07
NBT	2		3,400	467	889	0.14	0.26 *
NBR	1	D	1,700	131	124	0.00	0.00
SBL	1		1,700	219	226	0.13	0.13 *
SBT	2		3,400	771	636	0.23 *	0.19
SBR	1	U	1,700	145	101	0.00	0.00
EBL	1		1,700	76	300	0.04	0.18 *
EBT	3		5,100	1,107	1,206	0.22 *	0.24
EBR	1	P	1,700	189	301	0.00	0.00
WBL	1		1,700	211	285	0.12 *	0.17
WBT	3		5,100	1,039	1,236	0.20	0.24 *
WBR	1	P	1,700	124	206	0.00	0.00
N/S Critical Movements						0.30	0.39
E/W Critical Movements						0.34	0.42
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.69	0.86
Level of Service (LOS)						B	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **25**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 No Project				
NBL	1		1,700	34	10	0.02	0.01
NBT	3		5,100	1,786	1,745	0.37 *	0.36 *
NBR	0		0	91	101	0.00	0.00
SBL	2		3,400	187	353	0.05 *	0.10 *
SBT	3		5,100	1,756	1,938	0.34	0.38
SBR	1	U	1,700	37	67	0.00	0.00
EB	3		5,100	182	136	0.04 *	0.03 *
WB	3		5,100	514	369	0.10 *	0.07 *
N/S Critical Movements						0.42	0.46
E/W Critical Movements						0.14	0.10
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.61
Level of Service (LOS)						B	B

Notes: **EB/WB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
P - Protected right turn movement
U - Unprotected right turn movement
D - Defacto right turn movement
N - No right turn on red
F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **26**
NORTH/SOUTH: **Knott Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Year 2045 No Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1		1,700	150	182	0.09 *	0.11 *
NBT	2		3,400	707	1,030	0.21	0.30
NBR	1	U	1,700	276	189	0.00	0.00
SBL	1		1,700	43	33	0.03	0.02
SBT	2		3,400	1,053	936	0.31 *	0.28 *
SBR	1	U	1,700	44	101	0.00	0.00
EBL	1		1,700	108	104	0.06	0.06
EBT	1		1,700	108	103	0.06 *	0.06 *
EBR	1	U	1,700	339	212	0.07 *	0.00
WBL	1		1,700	190	199	0.11 *	0.12 *
WBT	1		1,700	96	184	0.06	0.11
WBR	1	U	1,700	39	97	0.00	0.00
N/S Critical Movements						0.40	0.39
E/W Critical Movements						0.17	0.18
Right Turn Critical Movement						0.07	0.00
Clearance Interval						0.05	0.05
ICU						0.69	0.62
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 1
NORTH/SOUTH: Bloomfield Street
EAST/WEST: Lincoln Avenue

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	404	461	0.12 *	0.14 *
NBT	0.0		0	0	0	0.00	0.00
NBR	1.0	U	1,700	357	304	0.00	0.00
SBL	0.0		0	0	0	0.00	0.00
SBT	0.0		0	0	0	0.00 *	0.00 *
SBR	0.0		0	0	0	0.00	0.00
EBL	0.0		0	0	0	0.00	0.00
EBT	2.0		3,400	1,045	914	0.31 *	0.27 *
EBR	1.0	U	1,700	428	384	0.00	0.00
WBL	1.0		1,700	275	240	0.16 *	0.14 *
WBT	2.0		3,400	856	1,190	0.25	0.35
WBR	0.0		0	0	0	0.00	0.00
N/S Critical Movements						0.12	0.14
E/W Critical Movements						0.47	0.41
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **2**
NORTH/SOUTH: **Denni Street**
EAST/WEST: **Lincoln Avenue**

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	184	166	0.11 *	0.10 *
NBT	1.0		1,700	9	6	0.01	0.00
NBR	1.0	U	1,700	260	127	0.00	0.00
SBL	1.0		1,700	21	61	0.01	0.04
SBT	1.0		1,700	4	21	0.00 *	0.01 *
SBR	1.0	D	1,700	14	186	0.00	0.05 *
EBL	1.0		1,700	71	43	0.04	0.03
EBT	2.0		3,400	1,165	1,006	0.39 *	0.34 *
EBR	0.0		0	153	163	0.00	0.00
WBL	1.0		1,700	290	151	0.17 *	0.09 *
WBT	2.0		3,400	955	1,128	0.28	0.33
WBR	1.0	D	1,700	34	31	0.00	0.00
N/S Critical Movements						0.11	0.11
E/W Critical Movements						0.56	0.43
Right Turn Critical Movement						0.00	0.05
Clearance Interval						0.05	0.05
ICU						0.72	0.64
Level of Service (LOS)						C	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 3
NORTH/SOUTH: Moody Street
EAST/WEST: Lincoln Avenue

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	201	174	0.12 *	0.10 *
NBT	2.0		3,400	552	532	0.16	0.16
NBR	1.0	D	1,700	227	153	0.00	0.00
SBL	1.0		1,700	229	152	0.13	0.09
SBT	2.0		3,400	783	664	0.23 *	0.20 *
SBR	1.0	D	1,700	201	175	0.00	0.00
EBL	1.0		1,700	140	167	0.08	0.10 *
EBT	2.0		3,400	1,082	863	0.38 *	0.29
EBR	0.0		0	213	126	0.00	0.00
WBL	1.0		1,700	129	147	0.08 *	0.09
WBT	2.0		3,400	817	1,091	0.30	0.38 *
WBR	0.0		0	186	212	0.00	0.00
N/S Critical Movements						0.35	0.30
E/W Critical Movements						0.46	0.48
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.86	0.83
Level of Service (LOS)						D	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **4**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Lincoln Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM		V/C Ratio PM	
				Year 2045 Plus Proposed Project					
NBL	1.0		1,700	94	103	0.06	*	0.06	
NBT	2.0		3,400	459	647	0.13		0.19	*
NBR	1.0	D	1,700	203	169	0.00		0.00	
SBL	1.0		1,700	158	148	0.09		0.09	*
SBT	2.0		3,400	575	587	0.21	*	0.21	
SBR	0.0		0	130	139	0.00		0.00	
EBL	1.0		1,700	122	112	0.07		0.07	*
EBT	2.0		3,400	1,349	867	0.40	*	0.26	
EBR	0.0		0	0	0	0.00		0.00	
WBL	1.0		1,700	164	157	0.10	*	0.09	
WBT	2.0		3,400	844	1,201	0.29		0.41	*
WBR	0.0		0	132	188	0.00		0.00	
N/S Critical Movements						0.27		0.28	
E/W Critical Movements						0.50		0.48	
Right Turn Critical Movement						0.00		0.00	
Clearance Interval						0.05		0.05	
ICU						0.82		0.81	
Level of Service (LOS)						D		D	

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 5
NORTH/SOUTH: Valley View Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	141	310	0.04 *	0.09 *
NBT	3.0		5,100	832	1,319	0.16	0.26
NBR	1.0	U	1,700	123	180	0.00	0.00
SBL	2.0		3,400	189	296	0.06	0.09
SBT	3.0		5,100	1,334	1,135	0.30 *	0.27 *
SBR	0.0		0	183	229	0.00	0.00
EBL	2.0		3,400	282	273	0.08	0.08 *
EBT	2.0		3,400	973	688	0.29 *	0.20
EBR	1.0	D	1,700	240	195	0.00	0.00
WBL	2.0		3,400	207	263	0.06 *	0.08
WBT	2.0		3,400	758	1,001	0.22	0.29 *
WBR	1.0	U	1,700	142	203	0.00	0.00
N/S Critical Movements						0.34	0.36
E/W Critical Movements						0.35	0.37
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.74	0.78
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 6
NORTH/SOUTH: Moody Street
EAST/WEST: Orange Avenue

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	107	61	0.06 *	0.04
NBT	2.0		3,400	386	637	0.11	0.19 *
NBR	1.0	D	1,700	135	68	0.00	0.00
SBL	1.0		1,700	206	140	0.12	0.08 *
SBT	2.0		3,400	646	542	0.19 *	0.16
SBR	1.0	D	1,700	137	122	0.00	0.00
EBL	1.0		1,700	226	66	0.13 *	0.04 *
EBT	2.0		3,400	560	263	0.20	0.09
EBR	0.0		0	128	35	0.00	0.00
WBL	1.0		1,700	67	63	0.04	0.04
WBT	2.0		3,400	425	333	0.16 *	0.13 *
WBR	0.0		0	111	103	0.00	0.00
N/S Critical Movements						0.25	0.27
E/W Critical Movements						0.29	0.17
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.49
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **7**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Orange Avenue**

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	154	85	0.09 *	0.05
NBT	2.0		3,400	522	727	0.20	0.26 *
NBR	0.0		0	172	149	0.00	0.00
SBL	1.0		1,700	90	91	0.05	0.05 *
SBT	2.0		3,400	705	615	0.24 *	0.20
SBR	0.0		0	119	53	0.00	0.00
EBL	1.0		1,700	114	77	0.07	0.05
EBT	2.0		3,400	575	410	0.20 *	0.15 *
EBR	0.0		0	117	104	0.00	0.00
WBL	1.0		1,700	104	154	0.06 *	0.09 *
WBT	2.0		3,400	565	453	0.17	0.13
WBR	1.0	D	1,700	89	100	0.00	0.00
N/S Critical Movements						0.33	0.31
E/W Critical Movements						0.26	0.24
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 8
NORTH/SOUTH: Valley View Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	124	224	0.07 *	0.13 *
NBT	3.0		5,100	947	1,633	0.19	0.32
NBR	1.0	D	1,700	144	143	0.00	0.00
SBL	1.0		1,700	103	133	0.06	0.08
SBT	3.0		5,100	1,509	1,368	0.32 *	0.30 *
SBR	0.0		0	102	152	0.00	0.00
EBL	1.0		1,700	129	130	0.08 *	0.08 *
EBT	2.0		3,400	524	373	0.15	0.11
EBR	1.0	U	1,700	298	133	0.00	0.00
WBL	1.0		1,700	140	160	0.08	0.09
WBT	2.0		3,400	425	363	0.16 *	0.15 *
WBR	0.0		0	108	134	0.00	0.00
N/S Critical Movements						0.39	0.43
E/W Critical Movements						0.24	0.23
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.68	0.71
Level of Service (LOS)						B	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 9
NORTH/SOUTH: Holder Street
EAST/WEST: Orange Avenue

	Year 2045 Plus Proposed Project							
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM		V/C Ratio PM	
NBL	1.0		1,700	175	174	0.10	*	0.10	*
NBT	2.0		3,400	253	422	0.11		0.15	
NBR	0.0		0	126	86	0.00		0.00	
SBL	1.0		1,700	61	54	0.04		0.03	
SBT	1.0		1,700	339	297	0.20	*	0.17	*
SBR	1.0	F	1,700	99	120	0.00		0.00	
EBL	1.0		1,700	78	101	0.05		0.06	
EBT	2.0		3,400	406	369	0.18	*	0.15	*
EBR	0.0		0	212	150	0.00		0.00	
WBL	1.0		1,700	180	108	0.11	*	0.06	*
WBT	2.0		3,400	457	361	0.17		0.12	
WBR	0.0		0	108	62	0.00		0.00	
N/S Critical Movements						0.30		0.27	
E/W Critical Movements						0.29		0.21	
Right Turn Critical Movement						0.00		0.00	
Clearance Interval						0.05		0.05	
ICU						0.64		0.53	
Level of Service (LOS)						B		A	

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **10**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Ball Road**

	Year 2045 Plus Proposed Project						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	105	131	0.06 *	0.08
NBT	2.0		3,400	704	694	0.24	0.23 *
NBR	0.0		0	98	90	0.00	0.00
SBL	1.0		1,700	138	198	0.08	0.12 *
SBT	2.0		3,400	605	756	0.26 *	0.26
SBR	0.0		0	272	123	0.00	0.00
EBL	1.0		1,700	187	161	0.11 *	0.09 *
EBT	2.0		3,400	304	417	0.09	0.12
EBR	1.0	D	1,700	76	113	0.00	0.00
WBL	1.0		1,700	73	68	0.04	0.04
WBT	2.0		3,400	341	296	0.10 *	0.09 *
WBR	1.0	D	1,700	143	133	0.00	0.00
N/S Critical Movements						0.32	0.35
E/W Critical Movements						0.21	0.18
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.58
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization

V/C - Volume to Capacity Ratio

Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **11**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NBL	1.0		1,700	92	84	0.05 *	0.05
NBT	2.0		3,400	265	387	0.08	0.11 *
NBR	1.0	D	1,700	71	64	0.00	0.00
SBL	1.0		1,700	182	109	0.11	0.06 *
SBT	2.0		3,400	517	329	0.15 *	0.10
SBR	1.0	D	1,700	168	122	0.00	0.00
EBL	1.0		1,700	83	160	0.05	0.09 *
EBT	2.0		3,400	993	716	0.29 *	0.21
EBR	1.0	D	1,700	107	72	0.00	0.00
WBL	1.0		1,700	77	77	0.05 *	0.05
WBT	2.0		3,400	855	784	0.25	0.23 *
WBR	1.0	D	1,700	174	123	0.00	0.00
N/S Critical Movements						0.20	0.17
E/W Critical Movements						0.34	0.32
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.54
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **12**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NBL	1.0		1,700	107	89	0.06 *	0.05
NBT	2.0		3,400	424	696	0.16	0.23 *
NBR	0.0		0	103	88	0.00	0.00
SBL	1.0		1,700	203	149	0.12	0.09 *
SBT	2.0		3,400	709	570	0.23 *	0.19
SBR	0.0		0	67	86	0.00	0.00
EBL	1.0		1,700	80	98	0.05	0.06 *
EBT	2.0		3,400	872	674	0.26 *	0.20
EBR	1.0	D	1,700	176	80	0.00	0.00
WBL	1.0		1,700	109	106	0.06 *	0.06
WBT	2.0		3,400	809	790	0.24	0.23 *
WBR	1.0	D	1,700	158	194	0.00	0.00
N/S Critical Movements						0.29	0.32
E/W Critical Movements						0.32	0.29
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.66	0.66
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **13**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NBL	2.0		3,400	215	298	0.06 *	0.09
NBT	3.0		5,100	939	1,602	0.18	0.31 *
NBR	1.0	U	1,700	88	170	0.00	0.00
SBL	2.0		3,400	154	180	0.05	0.05 *
SBT	3.0		5,100	1,473	1,193	0.29 *	0.23
SBR	1.0	D	1,700	133	233	0.00	0.00
EBL	2.0		3,400	207	212	0.06 *	0.06 *
EBT	2.0		3,400	751	642	0.22	0.19
EBR	1.0	U	1,700	215	186	0.00	0.00
WBL	2.0		3,400	277	172	0.08	0.05
WBT	2.0		3,400	712	559	0.24 *	0.21 *
WBR	0.0		0	92	147	0.00	0.00
N/S Critical Movements						0.35	0.36
E/W Critical Movements						0.30	0.27
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.70	0.68
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **14**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM		V/C Ratio PM	
				Year 2045 Plus Proposed Project					
NBL	1.0		1,700	189	89	0.11	*	0.05	
NBT	2.0		3,400	427	445	0.18		0.17	*
NBR	0.0		0	190	130	0.00		0.00	
SBL	1.0		1,700	118	77	0.07		0.05	*
SBT	2.0		3,400	561	311	0.20	*	0.13	
SBR	0.0		0	133	146	0.00		0.00	
EBL	1.0		1,700	68	147	0.04		0.09	*
EBT	2.0		3,400	883	894	0.26	*	0.26	
EBR	1.0	D	1,700	192	93	0.00		0.00	
WBL	1.0		1,700	204	99	0.12	*	0.06	
WBT	2.0		3,400	652	835	0.19		0.25	*
WBR	1.0	D	1,700	76	131	0.00		0.00	
N/S Critical Movements						0.31		0.22	
E/W Critical Movements						0.38		0.34	
Right Turn Critical Movement						0.00		0.00	
Clearance Interval						0.05		0.05	
ICU						0.74		0.61	
Level of Service (LOS)						C		B	

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **15**
NORTH/SOUTH: **Denni Street/Lexington Drive**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NB	2.0		3,400	253	452	0.07 *	0.13 *
SB	3.0		5,100	436	284	0.09 *	0.06 *
EBL	1.0		1,700	85	108	0.05	0.06
EBT	2.0		3,400	793	924	0.23 *	0.27 *
EBR	1.0	U	1,700	133	78	0.00	0.00
WBL	1.0		1,700	144	103	0.08 *	0.06 *
WBT	2.0		3,400	735	833	0.22	0.25
WBR	1.0	D	1,700	137	119	0.00	0.00
N/S Critical Movements						0.16	0.19
E/W Critical Movements						0.31	0.33
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.52	0.57
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **16**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NB	2.0		3,400	1	3	0.00 *	0.00 *
SB	3.0		5,100	637	410	0.12 *	0.08 *
EBL	1.0		1,700	83	205	0.05 *	0.12 *
EBT	2.0		3,400	887	964	0.26	0.28
EBR	1.0	D	1,700	1	1	0.00	0.00
WBL	1.0		1,700	1	1	0.00	0.00
WBT	2.0		3,400	733	853	0.22 *	0.25 *
WBR	1.0	D	1,700	168	319	0.00	0.00
N/S Critical Movements						0.12	0.08
E/W Critical Movements						0.27	0.37
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.44	0.50
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **17**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	107	271	0.03	0.08 *
NBT	2.0		3,400	369	595	0.11 *	0.18
NBR	1.0	U	1,700	70	168	0.00	0.00
SBL	1.0		1,700	198	125	0.12 *	0.07
SBT	2.0		3,400	575	499	0.19	0.17 *
SBR	0.0		0	59	84	0.00	0.00
EBL	1.0		1,700	46	85	0.03 *	0.05 *
EBT	3.0		5,100	965	865	0.19	0.17
EBR	1.0	U	1,700	301	225	0.00	0.00
WBL	1.0		1,700	89	98	0.05	0.06
WBT	2.0		3,400	771	848	0.23 *	0.25 *
WBR	1.0	U	1,700	139	172	0.00	0.00
N/S Critical Movements						0.23	0.25
E/W Critical Movements						0.26	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.54	0.60
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **18**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	216	402	0.13 *	0.24 *
NBT	3.0		5,100	1,003	1,748	0.20	0.34
NBR	1.0	U	1,700	51	171	0.00	0.00
SBL	1.0		1,700	277	147	0.16	0.09
SBT	3.0		5,100	1,521	1,226	0.30 *	0.24 *
SBR	1.0	U	1,700	106	235	0.00	0.00
EBL	2.0		3,400	131	250	0.04 *	0.07 *
EBT	3.0		5,100	532	629	0.10	0.12
EBR	1.0	U	1,700	440	276	0.06 *	0.00
WBL	2.0		3,400	124	99	0.04	0.03
WBT	2.0		3,400	538	487	0.19 *	0.18 *
WBR	0.0		0	112	114	0.00	0.00
N/S Critical Movements						0.43	0.48
E/W Critical Movements						0.23	0.25
Right Turn Critical Movement						0.06	0.00
Clearance Interval						0.05	0.05
ICU						0.77	0.78
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **19**
NORTH/SOUTH: **Lexington Drive**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NB	3.0		5,100	201	383	0.04 *	0.08 *
SB	2.0		3,400	398	331	0.12 *	0.10 *
EBL	2.0		3,400	170	209	0.05 *	0.06 *
EBT	3.0		5,100	1,429	1,650	0.28	0.32
EBR	1.0	U	1,700	142	52	0.00	0.00
WBL	1.0		1,700	132	82	0.08	0.05
WBT	3.0		5,100	1,441	1,567	0.31 *	0.34 *
WBR	0.0		0	116	150	0.00	0.00
N/S Critical Movements						0.16	0.18
E/W Critical Movements						0.36	0.40
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.57	0.63
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **20**
NORTH/SOUTH: **Race Track/Siboney Street**
EAST/WEST: **Katella Avenue**

Move-ment	Year 2045 Plus Proposed Project						
	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NB	2.0		3,400	71	124	0.02 *	0.04 *
SB	3.0		5,100	591	290	0.12 *	0.06 *
EBL	2.0		3,400	163	379	0.05 *	0.11 *
EBT	3.0		5,100	1,455	1,563	0.29	0.31
EBR	0.0		0	38	35	0.00	0.00
WBL	1.0		1,700	37	83	0.02	0.05
WBT	3.0		5,100	1,368	1,618	0.27 *	0.32 *
WBR	1.0	U	1,700	38	257	0.00	0.00
N/S Critical Movements						0.14	0.10
E/W Critical Movements						0.32	0.43
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.51	0.58
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **21**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NB	2.0		3,400	4	16	0.00 *	0.00 *
SB	4.0		6,800	763	898	0.11 *	0.13 *
EBL	2.0		3,400	372	352	0.11	0.10 *
EBT	3.0		5,100	1,876	1,521	0.37 *	0.30
EBR	0.0		0	5	2	0.00	0.00
WBL	1.0		1,700	9	1	0.01 *	0.00
WBT	3.0		5,100	1,267	2,041	0.25	0.40 *
WBR	1.0	U	1,700	313	338	0.00	0.00
N/S Critical Movements						0.11	0.13
E/W Critical Movements						0.38	0.50
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.54	0.68
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **22**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NBL	3.0		5,100	671	536	0.13	0.11
NBT	3.0		5,100	1,301	1,476	0.26 *	0.29 *
NBR	1.0	U	1,700	179	176	0.00	0.00
SBL	2.0		3,400	385	256	0.11 *	0.08 *
SBT	3.0		5,100	1,062	1,214	0.21	0.24
SBR	1.0	U	1,700	311	277	0.00	0.00
EBL	2.0		3,400	246	350	0.07	0.10 *
EBT	3.0		5,100	1,295	1,033	0.25 *	0.20
EBR	1.0	F	1,700	494	694	0.00	0.00
WBL	2.0		3,400	138	309	0.04 *	0.09
WBT	3.0		5,100	957	1,261	0.19	0.25 *
WBR	1.0	U	1,700	165	396	0.00	0.00
N/S Critical Movements						0.37	0.37
E/W Critical Movements						0.29	0.35
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.71	0.77
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **23**
NORTH/SOUTH: **Holder Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Proposed Project				
NBL	1.0		1,700	163	348	0.10 *	0.20 *
NBT	2.0		3,400	192	287	0.08	0.12
NBR	0.0		0	73	137	0.00	0.00
SBL	1.0		1,700	91	129	0.05	0.08
SBT	2.0		3,400	281	220	0.12 *	0.09 *
SBR	0.0		0	119	97	0.00	0.00
EBL	1.0		1,700	101	100	0.06	0.06
EBT	3.0		5,100	1,406	1,249	0.28 *	0.24 *
EBR	1.0	U	1,700	212	206	0.00	0.00
WBL	1.0		1,700	98	211	0.06 *	0.12 *
WBT	3.0		5,100	1,093	1,457	0.21	0.29
WBR	1.0	U	1,700	102	152	0.00	0.00
N/S Critical Movements						0.22	0.29
E/W Critical Movements						0.34	0.36
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.70
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **24**
NORTH/SOUTH: **Knott Avenue**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2		3,400	235	232	0.07 *	0.07
NBT	2		3,400	467	889	0.14	0.26 *
NBR	1	D	1,700	131	123	0.00	0.00
SBL	1		1,700	221	227	0.13	0.13 *
SBT	2		3,400	775	636	0.23 *	0.19
SBR	1	U	1,700	143	101	0.00	0.00
EBL	1		1,700	76	304	0.04	0.18 *
EBT	3		5,100	1,130	1,199	0.22 *	0.24
EBR	1	P	1,700	189	301	0.00	0.00
WBL	1		1,700	212	287	0.12 *	0.17
WBT	3		5,100	1,025	1,244	0.20	0.24 *
WBR	1	P	1,700	123	212	0.00	0.00
N/S Critical Movements						0.30	0.39
E/W Critical Movements						0.34	0.42
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.69	0.86
Level of Service (LOS)						B	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **25**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1		1,700	34	10	0.02	0.01
NBT	3		5,100	1,786	1,769	0.37 *	0.37 *
NBR	0		0	94	100	0.00	0.00
SBL	2		3,400	187	353	0.05 *	0.10 *
SBT	3		5,100	1,795	1,938	0.35	0.38
SBR	1	U	1,700	37	67	0.00	0.00
EB	3		5,100	179	136	0.04 *	0.03 *
WB	3		5,100	505	373	0.10 *	0.07 *
N/S Critical Movements						0.42	0.47
E/W Critical Movements						0.14	0.10
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.62
Level of Service (LOS)						B	B

Notes: **EB/WB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **26**
NORTH/SOUTH: **Knott Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Proposed Project Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1		1,700	144	201	0.08 *	0.12 *
NBT	2		3,400	707	1,037	0.21	0.31
NBR	1	U	1,700	281	194	0.00	0.00
SBL	1		1,700	43	33	0.03	0.02
SBT	2		3,400	1,063	936	0.31 *	0.28 *
SBR	1	U	1,700	44	101	0.00	0.00
EBL	1		1,700	108	104	0.06	0.06
EBT	1		1,700	110	103	0.06 *	0.06 *
EBR	1	U	1,700	332	226	0.07 *	0.00
WBL	1		1,700	193	202	0.11 *	0.12 *
WBT	1		1,700	95	189	0.06	0.11
WBR	1	U	1,700	39	97	0.00	0.00
N/S Critical Movements						0.39	0.40
E/W Critical Movements						0.17	0.18
Right Turn Critical Movement						0.07	0.00
Clearance Interval						0.05	0.05
ICU						0.68	0.63
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 1
NORTH/SOUTH: Bloomfield Street
EAST/WEST: Lincoln Avenue

	Year 2045 Plus Alternative 2						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	404	463	0.12 *	0.14 *
NBT	0.0		0	0	0	0.00	0.00
NBR	1.0	U	1,700	357	314	0.00	0.00
SBL	0.0		0	0	0	0.00	0.00
SBT	0.0		0	0	0	0.00 *	0.00 *
SBR	0.0		0	0	0	0.00	0.00
EBL	0.0		0	0	0	0.00	0.00
EBT	2.0		3,400	1,045	925	0.31 *	0.27 *
EBR	1.0	U	1,700	429	384	0.00	0.00
WBL	1.0		1,700	280	243	0.16 *	0.14 *
WBT	2.0		3,400	875	1,185	0.26	0.35
WBR	0.0		0	0	0	0.00	0.00
N/S Critical Movements						0.12	0.14
E/W Critical Movements						0.47	0.41
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **2**
NORTH/SOUTH: **Denni Street**
EAST/WEST: **Lincoln Avenue**

	Year 2045 Plus Alternative 2						
Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	200	166	0.12 *	0.10 *
NBT	1.0		1,700	9	6	0.01	0.00
NBR	1.0	U	1,700	260	127	0.00	0.00
SBL	1.0		1,700	20	61	0.01	0.04
SBT	1.0		1,700	4	21	0.00 *	0.01 *
SBR	1.0	D	1,700	13	187	0.00	0.06 *
EBL	1.0		1,700	72	43	0.04	0.03
EBT	2.0		3,400	1,144	1,018	0.39 *	0.35 *
EBR	0.0		0	171	171	0.00	0.00
WBL	1.0		1,700	280	153	0.16 *	0.09 *
WBT	2.0		3,400	962	1,117	0.28	0.33
WBR	1.0	D	1,700	34	30	0.00	0.00
N/S Critical Movements						0.12	0.11
E/W Critical Movements						0.55	0.44
Right Turn Critical Movement						0.00	0.06
Clearance Interval						0.05	0.05
ICU						0.72	0.66
Level of Service (LOS)						C	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 3
NORTH/SOUTH: Moody Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	198	170	0.12 *	0.10 *
NBT	2.0		3,400	552	552	0.16	0.16
NBR	1.0	D	1,700	230	157	0.00	0.00
SBL	1.0		1,700	240	157	0.14	0.09
SBT	2.0		3,400	804	664	0.24 *	0.20 *
SBR	1.0	D	1,700	201	175	0.00	0.00
EBL	1.0		1,700	140	167	0.08	0.10 *
EBT	2.0		3,400	1,080	877	0.38 *	0.29
EBR	0.0		0	208	122	0.00	0.00
WBL	1.0		1,700	132	148	0.08 *	0.09
WBT	2.0		3,400	834	1,094	0.30	0.39 *
WBR	0.0		0	188	227	0.00	0.00
N/S Critical Movements						0.36	0.30
E/W Critical Movements						0.46	0.49
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.87	0.84
Level of Service (LOS)						D	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 4
NORTH/SOUTH: Walker Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	94	110	0.06 *	0.06
NBT	2.0		3,400	459	647	0.13	0.19 *
NBR	1.0	D	1,700	195	167	0.00	0.00
SBL	1.0		1,700	157	150	0.09	0.09 *
SBT	2.0		3,400	581	587	0.21 *	0.21
SBR	0.0		0	136	144	0.00	0.00
EBL	1.0		1,700	127	114	0.07	0.07 *
EBT	2.0		3,400	1,353	881	0.40 *	0.26
EBR	0.0		0	0	0	0.00	0.00
WBL	1.0		1,700	161	152	0.09 *	0.09
WBT	2.0		3,400	862	1,210	0.29	0.41 *
WBR	0.0		0	134	178	0.00	0.00
N/S Critical Movements						0.27	0.28
E/W Critical Movements						0.49	0.48
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.81	0.81
Level of Service (LOS)						D	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 5
NORTH/SOUTH: Valley View Street
EAST/WEST: Lincoln Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	140	319	0.04 *	0.09 *
NBT	3.0		5,100	832	1,319	0.16	0.26
NBR	1.0	U	1,700	125	180	0.00	0.00
SBL	2.0		3,400	192	295	0.06	0.09
SBT	3.0		5,100	1,350	1,135	0.30 *	0.27 *
SBR	0.0		0	181	234	0.00	0.00
EBL	2.0		3,400	280	276	0.08	0.08 *
EBT	2.0		3,400	989	692	0.29 *	0.20
EBR	1.0	D	1,700	243	197	0.00	0.00
WBL	2.0		3,400	213	260	0.06 *	0.08
WBT	2.0		3,400	761	1,012	0.22	0.30 *
WBR	1.0	U	1,700	143	200	0.00	0.00
N/S Critical Movements						0.34	0.36
E/W Critical Movements						0.35	0.38
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.74	0.79
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 6
NORTH/SOUTH: Moody Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	107	68	0.06 *	0.04
NBT	2.0		3,400	386	664	0.11	0.20 *
NBR	1.0	D	1,700	135	68	0.00	0.00
SBL	1.0		1,700	200	140	0.12	0.08 *
SBT	2.0		3,400	671	542	0.20 *	0.16
SBR	1.0	D	1,700	135	113	0.00	0.00
EBL	1.0		1,700	212	66	0.12 *	0.04 *
EBT	2.0		3,400	565	263	0.21	0.09
EBR	0.0		0	138	35	0.00	0.00
WBL	1.0		1,700	67	63	0.04	0.04
WBT	2.0		3,400	425	337	0.16 *	0.13 *
WBR	0.0		0	105	107	0.00	0.00
N/S Critical Movements						0.26	0.28
E/W Critical Movements						0.28	0.17
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.50
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 7
NORTH/SOUTH: Walker Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	154	86	0.09 *	0.05
NBT	2.0		3,400	505	731	0.20	0.26 *
NBR	0.0		0	162	150	0.00	0.00
SBL	1.0		1,700	89	91	0.05	0.05 *
SBT	2.0		3,400	708	606	0.24 *	0.19
SBR	0.0		0	119	53	0.00	0.00
EBL	1.0		1,700	118	77	0.07	0.05
EBT	2.0		3,400	578	410	0.21 *	0.15 *
EBR	0.0		0	119	104	0.00	0.00
WBL	1.0		1,700	105	150	0.06 *	0.09 *
WBT	2.0		3,400	565	453	0.17	0.13
WBR	1.0	D	1,700	90	99	0.00	0.00
N/S Critical Movements						0.33	0.31
E/W Critical Movements						0.27	0.24
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.65	0.60
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 8
NORTH/SOUTH: Valley View Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	124	222	0.07 *	0.13 *
NBT	3.0		5,100	947	1,647	0.19	0.32
NBR	1.0	D	1,700	143	143	0.00	0.00
SBL	1.0		1,700	103	133	0.06	0.08
SBT	3.0		5,100	1,536	1,368	0.32 *	0.30 *
SBR	0.0		0	102	151	0.00	0.00
EBL	1.0		1,700	129	130	0.08 *	0.08 *
EBT	2.0		3,400	519	373	0.15	0.11
EBR	1.0	U	1,700	298	133	0.00	0.00
WBL	1.0		1,700	140	158	0.08	0.09
WBT	2.0		3,400	425	361	0.16 *	0.15 *
WBR	0.0		0	108	135	0.00	0.00
N/S Critical Movements						0.39	0.43
E/W Critical Movements						0.24	0.23
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.68	0.71
Level of Service (LOS)						B	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 9
NORTH/SOUTH: Holder Street
EAST/WEST: Orange Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	173	172	0.10 *	0.10 *
NBT	2.0		3,400	253	426	0.11	0.15
NBR	0.0		0	128	86	0.00	0.00
SBL	1.0		1,700	61	54	0.04	0.03
SBT	1.0		1,700	338	298	0.20 *	0.18 *
SBR	1.0	F	1,700	99	120	0.00	0.00
EBL	1.0		1,700	78	101	0.05	0.06
EBT	2.0		3,400	410	369	0.18 *	0.15 *
EBR	0.0		0	202	149	0.00	0.00
WBL	1.0		1,700	179	107	0.11 *	0.06 *
WBT	2.0		3,400	457	361	0.17	0.12
WBR	0.0		0	108	62	0.00	0.00
N/S Critical Movements						0.30	0.28
E/W Critical Movements						0.29	0.21
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.64	0.54
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **10**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	103	132	0.06 *	0.08 *
NBT	2.0		3,400	683	663	0.23	0.22
NBR	0.0		0	93	90	0.00	0.00
SBL	1.0		1,700	139	200	0.08	0.12
SBT	2.0		3,400	612	749	0.26 *	0.26 *
SBR	0.0		0	259	126	0.00	0.00
EBL	1.0		1,700	191	161	0.11 *	0.09 *
EBT	2.0		3,400	304	417	0.09	0.12
EBR	1.0	D	1,700	76	113	0.00	0.00
WBL	1.0		1,700	72	68	0.04	0.04
WBT	2.0		3,400	341	297	0.10 *	0.09 *
WBR	1.0	D	1,700	143	133	0.00	0.00
N/S Critical Movements						0.32	0.34
E/W Critical Movements						0.21	0.18
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.58	0.57
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization

V/C - Volume to Capacity Ratio

Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 11
NORTH/SOUTH: Moody Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	96	89	0.06 *	0.05
NBT	2.0		3,400	252	428	0.07	0.13 *
NBR	1.0	D	1,700	81	64	0.00	0.00
SBL	1.0		1,700	190	109	0.11	0.06 *
SBT	2.0		3,400	554	339	0.16 *	0.10
SBR	1.0	D	1,700	161	120	0.00	0.00
EBL	1.0		1,700	79	160	0.05	0.09 *
EBT	2.0		3,400	996	716	0.29 *	0.21
EBR	1.0	D	1,700	110	72	0.00	0.00
WBL	1.0		1,700	77	81	0.05 *	0.05
WBT	2.0		3,400	855	781	0.25	0.23 *
WBR	1.0	D	1,700	174	128	0.00	0.00
N/S Critical Movements						0.22	0.19
E/W Critical Movements						0.34	0.32
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.56
Level of Service (LOS)						B	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **12**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Ball Road**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	107	89	0.06 *	0.05
NBT	2.0		3,400	392	710	0.14	0.23 *
NBR	0.0		0	94	88	0.00	0.00
SBL	1.0		1,700	197	149	0.12	0.09 *
SBT	2.0		3,400	730	555	0.23 *	0.19
SBR	0.0		0	67	86	0.00	0.00
EBL	1.0		1,700	82	94	0.05	0.06 *
EBT	2.0		3,400	884	674	0.26 *	0.20
EBR	1.0	D	1,700	176	80	0.00	0.00
WBL	1.0		1,700	109	105	0.06 *	0.06
WBT	2.0		3,400	809	798	0.24	0.23 *
WBR	1.0	D	1,700	155	188	0.00	0.00
N/S Critical Movements						0.29	0.32
E/W Critical Movements						0.32	0.29
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.66	0.66
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 13
NORTH/SOUTH: Valley View Street
EAST/WEST: Ball Road

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	215	298	0.06 *	0.09
NBT	3.0		5,100	939	1,608	0.18	0.32 *
NBR	1.0	U	1,700	89	170	0.00	0.00
SBL	2.0		3,400	159	180	0.05	0.05 *
SBT	3.0		5,100	1,494	1,193	0.29 *	0.23
SBR	1.0	D	1,700	135	229	0.00	0.00
EBL	2.0		3,400	204	212	0.06 *	0.06 *
EBT	2.0		3,400	754	642	0.22	0.19
EBR	1.0	U	1,700	213	186	0.00	0.00
WBL	2.0		3,400	277	176	0.08	0.05
WBT	2.0		3,400	712	563	0.24 *	0.21 *
WBR	0.0		0	92	149	0.00	0.00
N/S Critical Movements						0.35	0.37
E/W Critical Movements						0.30	0.27
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.70	0.69
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **14**
NORTH/SOUTH: **Bloomfield Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	179	88	0.11 *	0.05
NBT	2.0		3,400	407	445	0.17	0.17 *
NBR	0.0		0	186	130	0.00	0.00
SBL	1.0		1,700	118	75	0.07	0.04 *
SBT	2.0		3,400	572	308	0.21 *	0.13
SBR	0.0		0	128	143	0.00	0.00
EBL	1.0		1,700	65	147	0.04	0.09 *
EBT	2.0		3,400	879	894	0.26 *	0.26
EBR	1.0	D	1,700	195	93	0.00	0.00
WBL	1.0		1,700	204	100	0.12 *	0.06
WBT	2.0		3,400	680	835	0.20	0.25 *
WBR	1.0	D	1,700	74	134	0.00	0.00
N/S Critical Movements						0.32	0.21
E/W Critical Movements						0.38	0.34
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.75	0.60
Level of Service (LOS)						C	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **15**
NORTH/SOUTH: **Denni Street/Lexington Drive**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NB	2.0		3,400	232	488	0.07 *	0.14 *
SB	3.0		5,100	451	279	0.09 *	0.05 *
EBL	1.0		1,700	82	108	0.05	0.06
EBT	2.0		3,400	784	924	0.23 *	0.27 *
EBR	1.0	U	1,700	138	75	0.00	0.00
WBL	1.0		1,700	157	101	0.09 *	0.06 *
WBT	2.0		3,400	735	829	0.22	0.24
WBR	1.0	D	1,700	137	119	0.00	0.00
N/S Critical Movements						0.16	0.19
E/W Critical Movements						0.32	0.33
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.53	0.57
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **16**
NORTH/SOUTH: **Moody Street**
EAST/WEST: **Cerritos Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NB	2.0		3,400	1	3	0.00 *	0.00 *
SB	3.0		5,100	682	420	0.13 *	0.08 *
EBL	1.0		1,700	98	229	0.06 *	0.13 *
EBT	2.0		3,400	858	964	0.25	0.28
EBR	1.0	D	1,700	1	1	0.00	0.00
WBL	1.0		1,700	1	1	0.00	0.00
WBT	2.0		3,400	733	837	0.22 *	0.25 *
WBR	1.0	D	1,700	168	329	0.00	0.00
N/S Critical Movements						0.13	0.08
E/W Critical Movements						0.28	0.38
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.46	0.51
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 17
NORTH/SOUTH: Walker Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2.0		3,400	103	271	0.03 *	0.08 *
NBT	2.0		3,400	333	579	0.10	0.17
NBR	1.0	U	1,700	74	168	0.00	0.00
SBL	1.0		1,700	199	125	0.12	0.07
SBT	2.0		3,400	617	480	0.20 *	0.17 *
SBR	0.0		0	55	84	0.00	0.00
EBL	1.0		1,700	39	84	0.02 *	0.05 *
EBT	3.0		5,100	950	865	0.19	0.17
EBR	1.0	U	1,700	301	225	0.00	0.00
WBL	1.0		1,700	89	94	0.05	0.06
WBT	2.0		3,400	771	847	0.23 *	0.25 *
WBR	1.0	U	1,700	131	172	0.00	0.00
N/S Critical Movements						0.23	0.25
E/W Critical Movements						0.25	0.30
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.53	0.60
Level of Service (LOS)						A	A

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: 18
NORTH/SOUTH: Valley View Street
EAST/WEST: Cerritos Avenue

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1.0		1,700	215	403	0.13 *	0.24 *
NBT	3.0		5,100	1,003	1,756	0.20	0.34
NBR	1.0	U	1,700	50	166	0.00	0.00
SBL	1.0		1,700	272	147	0.16	0.09
SBT	3.0		5,100	1,544	1,226	0.30 *	0.24 *
SBR	1.0	U	1,700	107	235	0.00	0.00
EBL	2.0		3,400	130	250	0.04 *	0.07 *
EBT	3.0		5,100	516	629	0.10	0.12
EBR	1.0	U	1,700	442	274	0.06 *	0.00
WBL	2.0		3,400	126	98	0.04	0.03
WBT	2.0		3,400	538	479	0.19 *	0.17 *
WBR	0.0		0	112	114	0.00	0.00
N/S Critical Movements						0.43	0.48
E/W Critical Movements						0.23	0.24
Right Turn Critical Movement						0.06	0.00
Clearance Interval						0.05	0.05
ICU						0.77	0.77
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **19**
NORTH/SOUTH: **Lexington Drive**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NB	3.0		5,100	199	387	0.04 *	0.08 *
SB	2.0		3,400	428	323	0.13 *	0.10 *
EBL	2.0		3,400	162	226	0.05	0.07 *
EBT	3.0		5,100	1,470	1,628	0.29 *	0.32
EBR	1.0	U	1,700	136	52	0.00	0.00
WBL	1.0		1,700	132	82	0.08 *	0.05
WBT	3.0		5,100	1,407	1,582	0.30	0.34 *
WBR	0.0		0	106	164	0.00	0.00
N/S Critical Movements						0.17	0.18
E/W Critical Movements						0.37	0.41
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.59	0.64
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **20**
NORTH/SOUTH: **Race Track/Siboney Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NB	2.0		3,400	71	121	0.02 *	0.04 *
SB	3.0		5,100	460	253	0.09 *	0.05 *
EBL	2.0		3,400	149	327	0.04	0.10 *
EBT	3.0		5,100	1,534	1,563	0.31 *	0.31
EBR	0.0		0	40	35	0.00	0.00
WBL	1.0		1,700	37	82	0.02 *	0.05
WBT	3.0		5,100	1,406	1,664	0.28	0.33 *
WBR	1.0	U	1,700	37	197	0.00	0.00
N/S Critical Movements						0.11	0.09
E/W Critical Movements						0.33	0.43
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.49	0.57
Level of Service (LOS)						A	A

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **21**
NORTH/SOUTH: **Walker Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NB	2.0		3,400	4	16	0.00 *	0.00 *
SB	4.0		6,800	744	860	0.11 *	0.13 *
EBL	2.0		3,400	343	362	0.10	0.11 *
EBT	3.0		5,100	1,812	1,527	0.36 *	0.30
EBR	0.0		0	5	2	0.00	0.00
WBL	1.0		1,700	9	1	0.01 *	0.00
WBT	3.0		5,100	1,288	1,994	0.25	0.39 *
WBR	1.0	U	1,700	303	338	0.00	0.00
N/S Critical Movements						0.11	0.13
E/W Critical Movements						0.37	0.50
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.53	0.68
Level of Service (LOS)						A	B

Notes: **NB/SB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **22**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	3.0		5,100	671	536	0.13	0.11
NBT	3.0		5,100	1,301	1,476	0.26 *	0.29 *
NBR	1.0	U	1,700	186	168	0.00	0.00
SBL	2.0		3,400	391	254	0.12 *	0.07 *
SBT	3.0		5,100	1,082	1,214	0.21	0.24
SBR	1.0	U	1,700	305	275	0.00	0.00
EBL	2.0		3,400	238	351	0.07	0.10 *
EBT	3.0		5,100	1,296	1,037	0.25 *	0.20
EBR	1.0	F	1,700	494	694	0.00	0.00
WBL	2.0		3,400	138	311	0.04 *	0.09
WBT	3.0		5,100	955	1,266	0.19	0.25 *
WBR	1.0	U	1,700	164	397	0.00	0.00
N/S Critical Movements						0.38	0.36
E/W Critical Movements						0.29	0.35
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.72	0.76
Level of Service (LOS)						C	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **23**
NORTH/SOUTH: **Holder Street**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1.0		1,700	168	356	0.10 *	0.21 *
NBT	2.0		3,400	196	280	0.08	0.12
NBR	0.0		0	74	136	0.00	0.00
SBL	1.0		1,700	91	129	0.05	0.08
SBT	2.0		3,400	268	219	0.11 *	0.09 *
SBR	0.0		0	116	97	0.00	0.00
EBL	1.0		1,700	104	100	0.06	0.06
EBT	3.0		5,100	1,414	1,251	0.28 *	0.25 *
EBR	1.0	U	1,700	215	208	0.00	0.00
WBL	1.0		1,700	96	204	0.06 *	0.12 *
WBT	3.0		5,100	1,093	1,458	0.21	0.29
WBR	1.0	U	1,700	102	152	0.00	0.00
N/S Critical Movements						0.21	0.30
E/W Critical Movements						0.34	0.37
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.60	0.72
Level of Service (LOS)						A	C

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **24**
NORTH/SOUTH: **Knott Avenue**
EAST/WEST: **Katella Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	2		3,400	235	232	0.07 *	0.07
NBT	2		3,400	467	889	0.14	0.26 *
NBR	1	D	1,700	125	124	0.00	0.00
SBL	1		1,700	219	229	0.13	0.13 *
SBT	2		3,400	778	636	0.23 *	0.19
SBR	1	U	1,700	144	101	0.00	0.00
EBL	1		1,700	78	302	0.05	0.18 *
EBT	3		5,100	1,131	1,202	0.22 *	0.24
EBR	1	P	1,700	189	301	0.00	0.00
WBL	1		1,700	211	287	0.12 *	0.17
WBT	3		5,100	1,025	1,236	0.20	0.24 *
WBR	1	P	1,700	124	210	0.00	0.00
N/S Critical Movements						0.30	0.39
E/W Critical Movements						0.34	0.42
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.69	0.86
Level of Service (LOS)						B	D

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **25**
NORTH/SOUTH: **Valley View Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
			Year 2045 Plus Alternative 2				
NBL	1		1,700	34	10	0.02	0.01
NBT	3		5,100	1,786	1,762	0.37 *	0.37 *
NBR	0		0	88	103	0.00	0.00
SBL	2		3,400	187	353	0.05 *	0.10 *
SBT	3		5,100	1,800	1,938	0.35	0.38
SBR	1	U	1,700	37	67	0.00	0.00
EB	3		5,100	182	137	0.04 *	0.03 *
WB	3		5,100	505	370	0.10 *	0.07 *
N/S Critical Movements						0.42	0.47
E/W Critical Movements						0.14	0.10
Right Turn Critical Movement						0.00	0.00
Clearance Interval						0.05	0.05
ICU						0.61	0.62
Level of Service (LOS)						B	B

Notes: **EB/WB has the split phasing, so the volume has been combined.**
ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:
- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
- F - Free right turn lane

LSA

INTERSECTION CAPACITY UTILIZATION

INTERSECTION NO.: **26**
NORTH/SOUTH: **Knott Street**
EAST/WEST: **Orangewood Avenue**

Move-ment	Lane		Capacity	Year 2045 Plus Alternative 2 Volume AM	Volume PM	V/C Ratio AM	V/C Ratio PM
NBL	1		1,700	144	199	0.08 *	0.12 *
NBT	2		3,400	707	1,036	0.21	0.30
NBR	1	U	1,700	278	203	0.00	0.00
SBL	1		1,700	43	33	0.03	0.02
SBT	2		3,400	1,062	936	0.31 *	0.28 *
SBR	1	U	1,700	44	101	0.00	0.00
EBL	1		1,700	108	104	0.06	0.06
EBT	1		1,700	112	107	0.07 *	0.06 *
EBR	1	U	1,700	341	217	0.07 *	0.00
WBL	1		1,700	198	203	0.12 *	0.12 *
WBT	1		1,700	98	193	0.06	0.11
WBR	1	U	1,700	39	97	0.00	0.00
N/S Critical Movements						0.39	0.40
E/W Critical Movements						0.19	0.18
Right Turn Critical Movement						0.07	0.00
Clearance Interval						0.05	0.05
ICU						0.70	0.63
Level of Service (LOS)						B	B

Notes:

ICU - Intersection Capacity Utilization
V/C - Volume to Capacity Ratio
Right Turn Conditions:

- P - Protected right turn movement
- U - Unprotected right turn movement
- D - Defacto right turn movement
- N - No right turn on red
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APPENDIX D

VMT CALCULATIONS

LSA

Appendix D - VMT Calculation Worksheet

City of Cypress Housing Element - VMT Analysis

2045 Proposed Project	City of Cypress (with plan)	Orange County Threshold *
Population	68,478	
Employment	31,384	
Service Population	99,862	
Origin-Destination (OD) VMT	2,738,895	
OD VMT per service population	27.4	30.3

2045 Alternative 2	City of Cypress (with plan)	Orange County Threshold *
Population	68,922	
Employment	31,384	
Service Population	100,306	
Origin-Destination (OD) VMT	2,749,614	
OD VMT per service population	27.4	30.3

**: Orange County threshold was estimated using LSA no plan model run.*

From: Alicia Velasco
To: Alisha Farnell
Subject: Fwd: Housing Element Plan - July 8th Agenda
Date: Monday, July 8, 2024 10:17:03 AM

Begin forwarded message:

From: Chris Bardis <cbardis@rbhomes.com>
Date: July 3, 2024 at 4:47:59 PM PDT
To: Alicia Velasco <avelasco@cypressca.org>
Cc: Chris Bardis <cbardis@rbhomes.com>
Subject: Housing Element Plan - July 8th Agenda

Ms. Velasco:

Please forward this email to Mayor Scott Minikus and City Council Members so that it can be read into the record.

Re: City Resolution to Implement the 2021-2029 Housing Element

I understand that the City of Cypress is having a meeting on July 8th regarding the Housing Element Plan which includes the Los Alamitos Race Course properties. In lieu of attending the Council meeting and as a part owner in some of these properties, I wanted to write in support of the City's current efforts.

I have had extensive experience in Land Use Planning, building, and construction. In addition, I am familiar with the city requirements of the State Mandated Housing Programs and have diligently studied the City of Cypress' Housing Element Program. I feel the City and Staff have done an outstanding job in attempting to conform to the State Mandate.

Cypress is an outstanding, well managed, City. If I can be of any assistance, please feel free to contact me.

Well done,

Chris Bardis
(916)798-5999

From:	George Pardon
To:	City Clerk
Cc:	Scott Minikus; Bonnie Peat; David Burke; Anne Mallari; Frances Marquez
Subject:	Public Hearing Agenda 11
Date:	Monday, July 8, 2024 2:57:46 PM

Dear Mayor, Mayor ProTem, and City Council Members

I am writing in hopes that you will not approve Public Hearing Agenda Number 11 - **Adopt Resolutions to Implement the 2021-2029 Housing Element, Certify the Housing Element Implementation Program Environmental Impact Report, and Hold a General Municipal Election on November 5, 2024**

As you are aware, residents have voted on the zoning of the racetrack and old golf course property many times over the years. In 2018, the residents approved a measure that would allow for 1,250 residential units on the property as well as area that would be dedicated to parks and a town center. The addition of 676 more residential units is a 54% increase in what the residents approved just 6 years ago. While this proposed measure would retain the title of Town Center and Commons given where these additional units are proposed, there is a high likelihood that a town center will never be built on this property because, given a choice, a developer and property owner will make much more money on building residential. Residents have raised concerns over the years that they have to leave Cypress for nice restaurants, shopping, and entertainment. The promise of such a town center was key to many residents approving the 2018 ballot measure. In actuality, this proposed change will end up being a massive housing development. Adding 676 households to this property is the same as adding another Sorrento housing development which has 671 households but these 676 will be on a much smaller footprint.

I find it very unfortunate that the literature sent to the community is very divisive basically saying if they aren't put on Katella, they will have to go Lincoln. I think you know that this initiative would never pass if this 'Katella vs Lincoln' aspect wasn't included. The housing element was initially presented as a plan, now it appears that the City Council wants more residential units. On several occasions city representatives have said that if the additional units are put on Lincoln, it is unlikely that they will be built due to lot sizes. If that's the case, why not leave the 'plan' in place to zone them on Lincoln. This is also presented as an either/or option when instead it provides both options because at some point in the future the City Council can still zone the units on Lincoln without a vote of the residents.

In the most resident mailer, one would get the impression that we now need these 676 units in addition to the 1,250 units already approved for the racetrack because we need the revenue. It begs the question as to what the city would have done for revenue if the new housing requirements would not have come about. While additional housing may generate an increase in property taxes, over time property taxes don't keep up with the increasing costs for city services or traffic impacts. It is highly likely that a proposal to increase sales tax would have been initiated instead. Long term perhaps that would be a better proposal.

Perhaps a survey asking residents if a substantial increase in residential units is preferred over an increase in sales tax. Now that the real motivation seems to be revenue-driven perhaps a survey of that nature should be done before moving forward with this ballot measure.

Thank you for your consideration.

George Pardon



City of CYPRESS

2021-2029 Housing Element Implementation

July 8 Agenda Report

1. Overview of Adopted Housing Element and State Housing Mandates
2. Review of State Approved RHNA/Sites Inventory
3. Highlight Housing Element Implementation Process
4. Summarize Amendments to CTCC and EIR
5. Recommendation

Housing Element: *A Long-Term Plan*

- Accommodate State mandated 3,936 units RHNA
- City Council considered several options to meet RHNA
- City Council approved Housing Element/RHNA sites inventory in June 2022
- State certified Housing Element in September 2022
- State required failsafe plan if voters do not approve specific plan amendments

Housing Element: *A Long-Term Plan*

- Balances housing units throughout Cypress
- Prioritizes developable sites
- Protects small businesses
- Requires fewer units and lower density
- Protects the City from State intervention
- Additional units requires new environmental analysis and public hearings

Implementing the Housing Element

- State requires maximum of 3 years to implement the Housing Element
- City Council has been implementing the Housing Element on a regular basis
- State-imposed sanctions for non-compliance include the loss of land use regulatory authority (Builder's Remedy), lawsuits, and fines

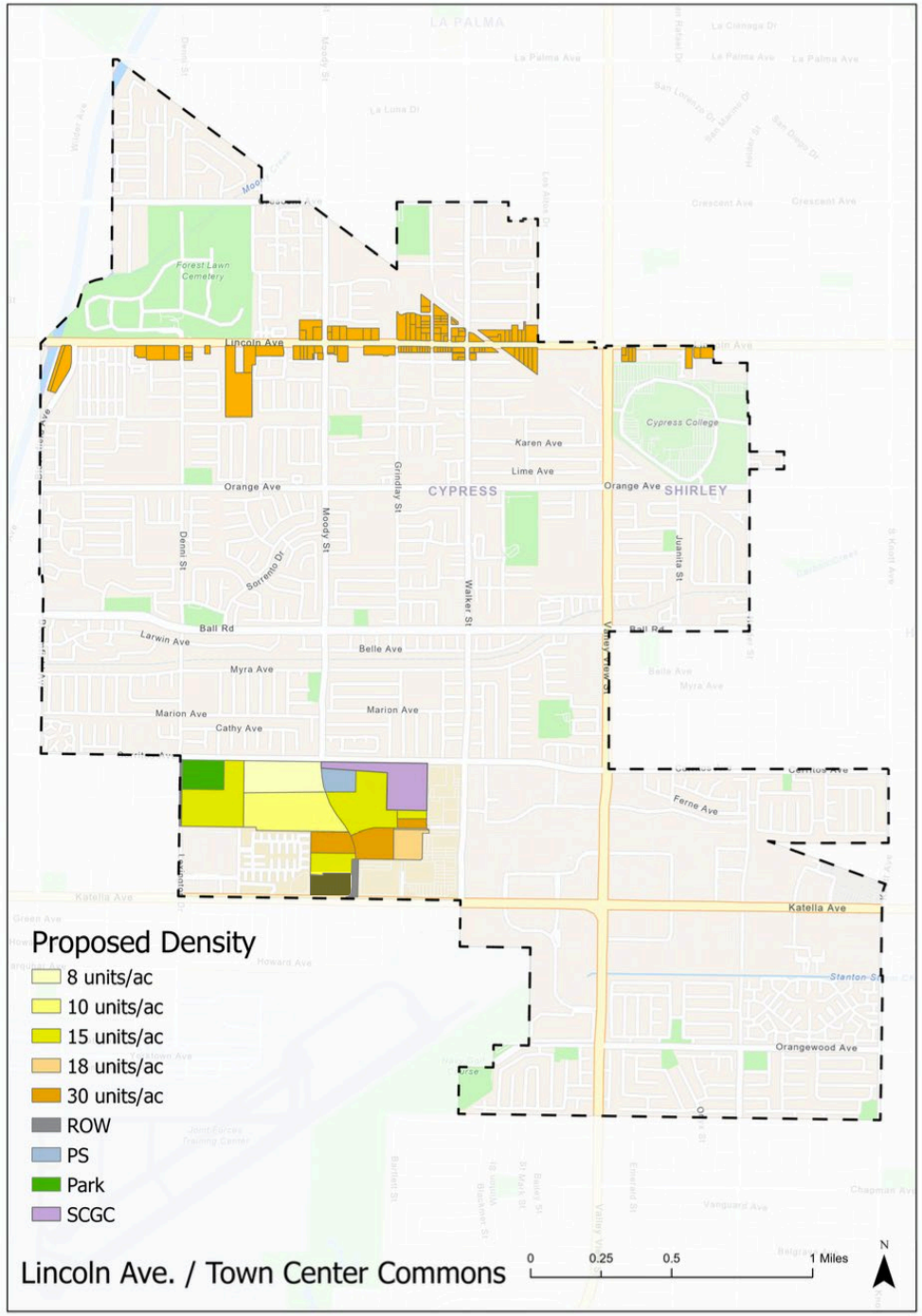
HE Implementation Process

CTCC Amendments

- City Council approves submitted amendments for voter ratification

LASP & Other Zone Changes

- City Council considers amendments in public hearings



City Council Approved Housing Element Sites Inventory

Housing Allocation:

LASP: 1,643 units (42%)

CTCC: 1,926 (50%)

- Increase of 676 units

Katella/Siboney: 321 (8%)



Additional housing generally located in east & southern half of Specific Plan:

- Directs traffic toward Katella Ave
- Provides better access to commercial uses
- Distant from long-established Cypress neighborhoods
- Zoning remains the same on 67% (95 acres) of the Specific Plan



Expands Town Center & increases density to 30 du/ac

Creates a new medium density residential district

Cerritos Ave. adjacent residential district does not change

Retains voter approval requirement for any future changes

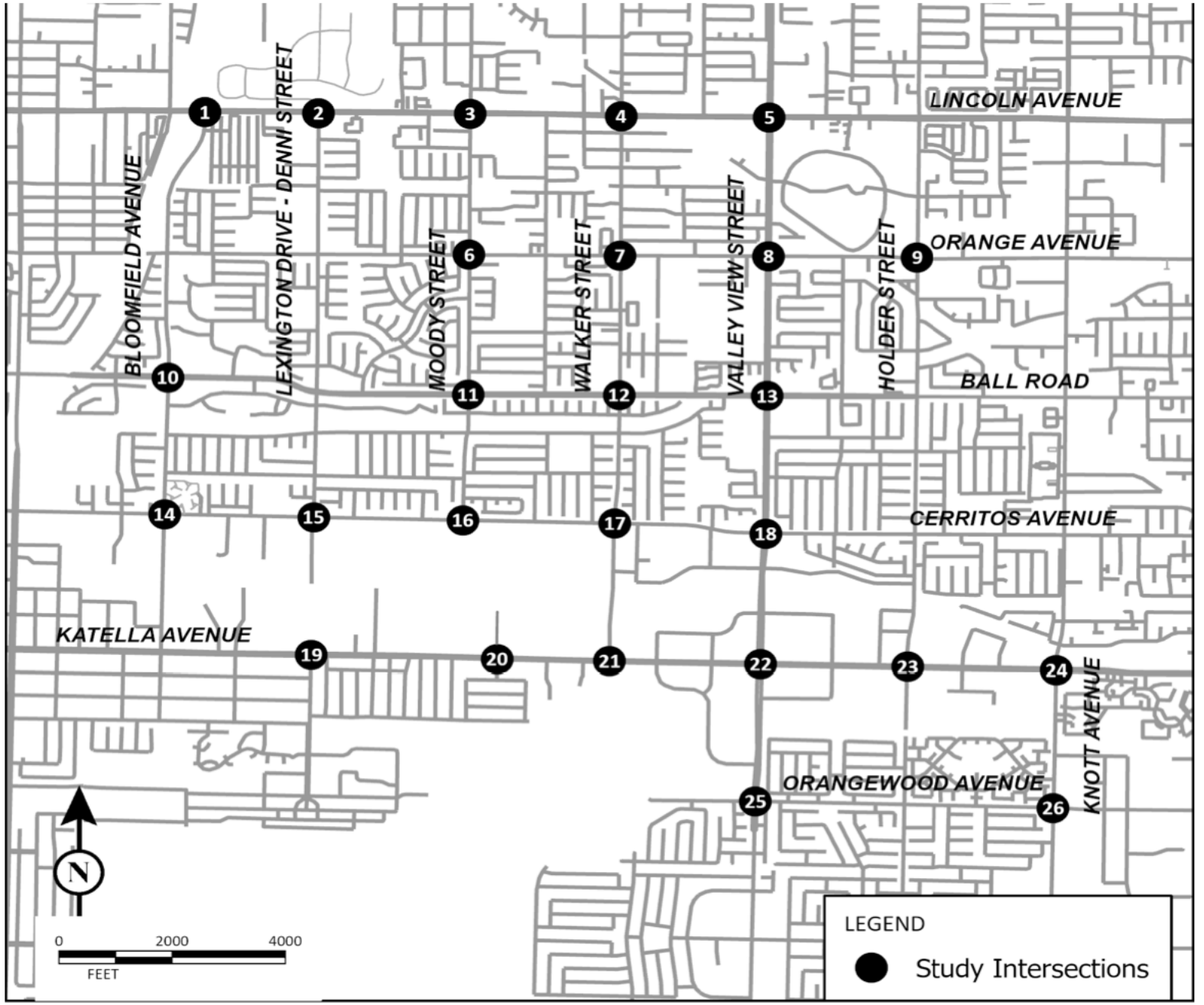
HE Amendments to CTCC 3.0

- Provides much needed mix of housing types
- Greenfield development:
  - Services/amenities provided within the development
  - Services/amenities paid for by developer/new residents
  - Less impact to existing infrastructure
  - Better, more cohesive design
  - Less expensive to build
- Max. residential density at 30/du per acre

Program Environmental Impact Report (PEIR)

- Analyzed the impact of implementing the Housing Element sites inventory
- Requires mitigation measures to reduce impacts
- One significant unavoidable impact: air quality
- Sites Inventory is the environmental superior alternative

Traffic Analysis

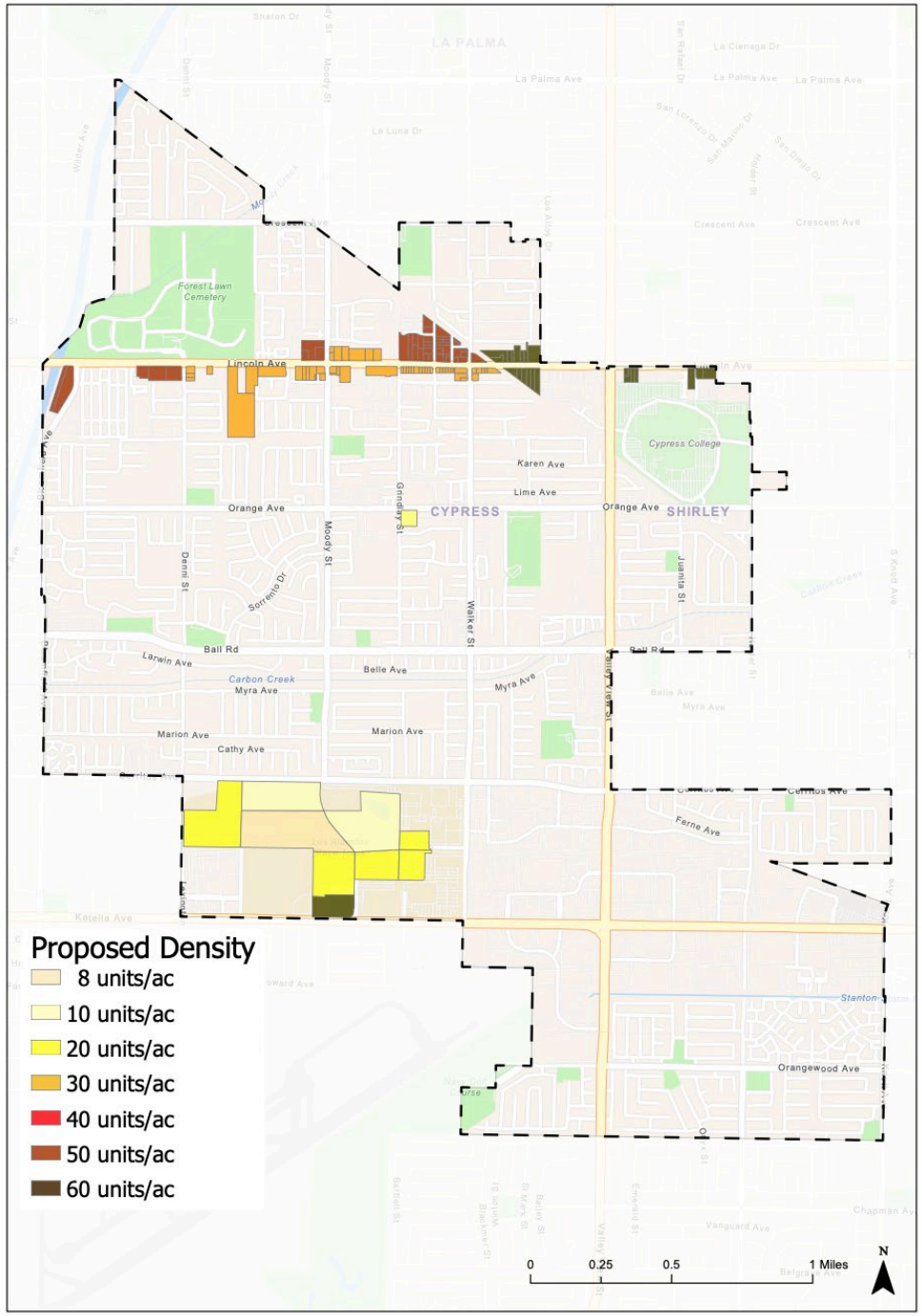


Traffic Analysis

	Existing		2045 W/O Project		Sites Inventory		LASP Alternative	
	LOS AM	LOS PM	LOS AM	LOS PM	LOS AM	LOS PM	LOS AM	LOS PM
Bloomfield St/Lincoln Ave	A	A	B	A	B	A	B	A
Lexington Dr-Denni St/Lincoln Ave	A	A	C	B	C	B	C	B
Moody St/Lincoln Ave	B	A	D	D	D	D	D	D
Walker St/Lincoln Ave	A	A	C	C	D	D	D	D
Valley View St/Lincoln Ave	A	A	C	C	C	C	D	C
Bloomfield St/Cerritos Ave	B	A	C	B	C	B	C	A
Lexington Dr-Denni St/Cerritos Ave	A	A	A	A	A	A	A	A
Moody St/Cerritos Ave	A	A	A	A	A	A	A	A
Walker St/Cerritos Ave	A	A	A	A	A	A	A	A
Valley View St/Cerritos Ave	B	B	C	C	C	C	C	C
Lexington Drive/Katella Ave	A	A	A	B	A	B	A	B
Siboney St-LARC/Katella Ave	A	A	A	A	A	A	A	A
Walker St/Katella Ave	A	A	A	B	A	B	A	B
Valley View St/Katella Ave	A	B	C	C	C	C	C	C
Holder St/Katella Ave	A	A	A	C	B	B	A	C
Knott Ave/Katella Ave	A	B	B	D	B	D	B	D

Traffic Analysis

Use	Average Daily Trips
Medium Density Residential (The Belmont by Melia – 19 units per acre)	7.3 per unit (average 1,500 sq ft)
Gas Station	1,600 per 1,000 sq ft
Small Grocery Store	106 per 1,000 sq ft



LASP Alternative Sites Inventory (failsafe)

Housing Allocation:

LASP: 2,379 units (60%)

CTCC: 1,250 (31%)

Katella/Siboney: 321 (8%)

Orange/Grindlay: 30 units (1%)

Failsafe Sites Inventory

- Does not balance housing units throughout Cypress
- Leans heavily on hard to develop sites
- Requires 90 additional units
- Displaces small businesses
- Requires very dense, tall development (60/du per acre) in existing neighborhoods
- Requires hard to provide and expensive new amenities (parks, school, infrastructure)

Public Outreach & Notice

- Educational efforts related to voter ratification of CTCC amendments
  - City website
  - 2 City-wide mailers – including notice of public hearing
  - Article published in The Progress
  - Community/stakeholder meetings
  - 6-week digital educational campaign (Google/social media)

Recommended Ballot Language

To address the rising cost of living and high cost of housing (without raising taxes); retain/attract small businesses; maintain local control; meet state housing requirements; provide for housing needs of workers, seniors, and middle-class families, shall the City of Cypress measure to approve an ordinance amending the Cypress Town Center & Commons Specific Plan to allow the right to develop 676 additional housing units, over time, at the Los Alamitos Race Course instead of allowing 766 housing units elsewhere in Cypress, be adopted?

Recommendation

1. Adopt a Resolution certifying the Housing Element Implementation Program EIR

2. Adopt a Resolution ordering the submission of the Housing Element Implementation Ballot Measure

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Scott Minikus, Mayor

DATE: 07/08/2024

SUBJECT: **Receive Reports from Council Members Appointed to Represent the City on Organizations and Committees**

RECOMMENDATION

Receive reports from Council Members appointed to represent the City on organizations and committees.

DISCUSSION

The Mayor placed this item on the agenda to provide Council Members an opportunity to update the community about the organizations and committees on which they represent Cypress. Council Members are encouraged to provide a brief overview of the purpose/mission of the organization/committee and then focus on noteworthy accomplishments in the year to date and important upcoming work.

The City Council's Civility, Conduct and Governance Policy establishes the expectation that Council Members attend and actively participate in all meetings of organization boards and committees to which they are appointed and to regularly report on meaningful happenings.

The list of appointments and descriptions of each organization/committee are attached.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

City Council Appointments List

CITY OF CYPRESS
APPOINTMENTS OF CITY COUNCIL MEMBERS
TO ORGANIZATIONS AND COMMITTEES
2024

COMPENSATED:

Orange County Fire Authority	Anne Mallari – Representative (No Alternate)
Orange County Mosquito & Vector Control District (Term ending Jan. 2025)	Bonnie Peat - Representative (No Alternate)
Orange County Sanitation District	Scott Minikus – Representative Bonnie Peat – Alternate

NON-COMPENSATED:

Bridges at Kraemer Place Community Advisory Board	David Burke – Representative (No Alternate)
City/Anaheim Union High School District Ad Hoc Subcommittee	Anne Mallari Scott Minikus
City/Cypress College Ad Hoc Committee	Anne Mallari Bonnie Peat
City/Cypress School District Ad Hoc Subcommittee	David Burke Anne Mallari
Economic Development Ad Hoc Subcommittee	Anne Mallari Bonnie Peat
Joint Forces Training Base Cities Group	Scott Minikus – Representative Bonnie Peat – Alternate
League of California Cities General Assembly	Scott Minikus – Representative Bonnie Peat – Alternate

League of California Cities Orange County Division	Scott Minikus – Representative Bonnie Peat – Alternate
Orange County City Selection Committee	Scott Minikus – Representative Bonnie Peat – Alternate
Orange County Council of Governments General Assembly	Anne Mallari – Representative Scott Minikus – Alternate
Orange County Library Advisory Board (2-year Term ending Jan. 2025)	David Burke – Representative Bonnie Peat – Alternate
Santa Ana River Flood Protection Agency	Frances Marquez – Representative David Burke – Alternate
Southern California Association of Governments - General Assembly	Scott Minikus – Representative David Burke – Alternate
Veteran Recognition Ad Hoc Subcommittee	Scott Minikus Bonnie Peat
West Cities Police Communications Center	Scott Minikus – Representative Anne Mallari – Alternate

CITY COUNCIL COMMITTEE APPOINTMENTS

Each year following its reorganization, the City Council makes appointments to organizations and committees. The Mayor recommends appointments and the City Council confirms the appointments by a motion, second, and vote. A description of the organizations and committee appointments is provided below. Please note some committees require the Mayor to serve as delegate or require a two-year term.

- **Orange County Fire Authority (OCFA)** – Representative
  Meets 4th Thursday of every other month at 6:00 p.m.; compensated $100 per meeting.
  Orange County Fire Authority is a regional fire service agency that serves 23 cities in Orange County, including Cypress, and all unincorporated areas. Representative serves on the Board of Directors. The City Council adopts a Resolution when appointing or changing its representative to the Orange County Fire Authority.

- **Orange County Sanitation District (OC San)** – Representative and Alternate
  Meets 4th Wednesday of month at 6:00 p.m.; compensated $212.50 per meeting.
  Orange County Sanitation District provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. Representative serves on the Board of Directors.

- **Orange County Mosquito and Vector Control District** – Representative
  Meets 3rd Thursday of the month at 3:00 p.m.; compensated $100 per meeting.
  Orange County Mosquito and Vector Control District protects public health by controlling rats, flies, mosquitoes, Red Imported Fire Ants and other vector related problems. Representative is appointed to a two-year term and serves on the Board of Trustees.

- **West Cities Police Communications Center (West-Comm)** – Representative
  Meets 3rd Tuesday in May and November at 4:30 p.m. or as needed; non-compensated.
  West Cities Police Communications Center is a Joint Powers Agency between the cities of Cypress, Los Alamitos, and Seal Beach. West-Comm provides dispatch services to the three cities, as well as contract service to the Orange County Park Rangers. Representative serves on the Board of Directors.

- **League of California Cities (Cal Cities)** – Representative and Alternate
  Meets annually or as needed; non-compensated.
  League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. Representative serves as the General Assembly Voting Delegate at the Annual Conference and as the delegate for Orange County Division events as needed. The Mayor is designated as the City's representative and Mayor Pro Tem traditionally serves as the alternate.

- **Orange County City Selection Committee** – Representative and Alternate
  Meets biannually or as needed; non-compensated.
  Orange County City Selection Committee is responsible for appointing city representatives to boards, committees, commissions, and agencies as required by State and County law. The Mayor is designated as the City's representative and Mayor Pro Tem traditionally serves as the alternate.

- **Orange County Council of Governments (OCCOG)** – Representative and Alternate
  Meets annually or as needed; non-compensated.
  Orange County Council of Governments serves as Orange County's sub-regional planning organization. In partnership with the Southern California Association of Governments (SCAG), OCCOG leads the development of Orange County's required regional planning documents enabling the County to compete for State and Federal funding. Representative serves as General Assembly delegate.

- **Orange County Library Advisory Board** – Representative and Alternate
  Meets three times annually or as needed; non-compensated.
  Library Advisory Board (LAB) acts in an advisory capacity, reviewing the OC Public Libraries' budget, operations and policy decisions and makes recommendations to the OC Board of Supervisors. Representative serves a two-year term.

- **Santa Ana River Flood Protection Agency** – Representative and Alternate
  Meets 4th Thursday of odd-numbered months at 4:00 p.m.; non-compensated.
  Santa Ana River Flood Protection Agency (SARFPA) is a Joint Powers Agency formed to support authorization and appropriations for the Santa Ana River Mainstream Project and related projects. The agency provides its members with information on the progress of the Santa Ana River and related projects and supports regional flood control improvements to remove current floodplains within its members' boundaries.

- **Southern California Association of Governments (SCAG)** – Representative and Alternate
  Meets annually; non-compensated.
  SCAG is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 19 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California. Representative serves as General Assembly delegate.

- **Bridges at Kraemer Place Community Advisory Board** – Representative
  Meets quarterly; non-compensated.
  Bridges at Kraemer Place is an emergency shelter in Anaheim and operated by Mercy House through a contract with the County of Orange. The Community Advisory Board (CAB) acts as an advisory body to the shelter operator, reviews the operations of the Bridges at Kraemer Place Year Round Emergency Shelter Program and Multi-Service

Center and provides report to the OC Board of Supervisors annually, and enhances community relations.

- **Joint Forces Training Base Regional Military Affairs Committee** – Representative and Alternate
  Meets as needed.
  Committee members consist of the cities, business representatives and community members. Committee meets as needed to discuss issues of mutual concern related to the Joint Forces Training Base.

- **Economic Development Ad Hoc Subcommittee**
  Meets as needed.
  Subcommittee members advise on economic development programs and initiatives, as well as engage and outreach to the Cypress business community as needed. Two Council Members appointed each year. Continuity of service is key to this subcommittee's support of the City's economic development efforts and the City Council is encouraged to maintain its composition.

- **City/Anaheim Union High School District Ad Hoc Subcommittee**
  Meets as needed.
  Subcommittee members meet as needed with representatives from Anaheim Union High School District to discuss issues of mutual concern. Two Council Members appointed each year.

- **City/Cypress College Ad Hoc Subcommittee**
  Meets as needed.
  Subcommittee members meet as needed with representatives from Cypress College to discuss issues of mutual concern. Two Council Members appointed each year.

- **City/Cypress School District Ad Hoc Subcommittee**
  Meets as needed.
  Subcommittee members meet as needed with representatives from Cypress School District to discuss issues of mutual concern. Two Council Members appointed each year.

- **Veteran Recognition Subcommittee**
  Meets as needed.
  Subcommittee members meet as needed to review applications submitted as part of the Veteran Recognition program and determine recognition recipients. Two Council Members appointed each year.