

City Council Agenda

Study Session - 6:45 p.m. General Session - 7:00 p.m.

Tuesday, April 1, 2025, 7:00 PM COUNCIL CHAMBERS 1 Civic Center Circle Brea, California 92821

** Revised **

Blair Stewart, Mayor

Cecilia Hupp, Mayor Pro Tem

Christine Marick, Council Member Marty Simonoff, Council Member Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

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

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

Special Accommodations

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

Important Notice

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

1. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:45 P.M.

- 1A. Call to Order/Roll Call
- **1B. Public Comment**
- 1C. Clarify Regular Meeting Topics
- 1D. City Council to appoint an ad hoc committee for the Orange County Waste Recycling (OCWR) Waste Infrastructure System Enhancement (WISE) Agreement and Cooperative (COOP) Terms
- 1E. Council Member Reports/Requests
- 1F. Study Session Adjournment

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

- 2A. Call to Order/Roll Call
- 2B. Pledge of Allegiance: Boy Scout Troop 707
- 2C. Invocation: Pastor Dan Crane, Formation Church
- 2D. Report Prior Study Session
- **2E. Community Announcements**
- 2F. Matters from the Audience
- 2G. Response to Public Inquiries

3. PUBLIC HEARINGS

This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.

- 3A. Brea Plaza Shopping Center Residential Project General Plan Amendment (GPA) No. 2024-01, Zone Change (ZC) No. 2024-01, Density Bonus (DB) No. 2024-01, Precise Development (PD) No. 2024-01 and Conditional Use Permit (CUP) Nos. 2024-03, 2024-04, and 2025-05.
 - 1. Approve Resolutions approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval:
 - a. GPA No. 2024-01, Resolution No. 2025-16, to change the General Plan Land Use designation of the Project site from General Commercial to Mixed Use II and approving the Addendum to the Final Environmental Impact Report (FEIR) for the Brea Plaza Expansion Project (EIR SCH No. 2020079022 Addendum No. 1) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164;
 - b. DB No. 2024-01, Resolution No. 2025-17, to utilize the various Density Bonus provisions pursuant to Density Bonus Law;
 - c. PD No. 2024-01, Resolution No. 2025-18, to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building atop a two-level parking structure with 95 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, and a surface parking area with 53 parking spaces;
 - d. CUP No. 2024-03, Resolution No. 2025-19, to establish a multi-family dwelling use;
 - e. CUP No. 2024-04, Resolution No. 2025-20, to allow modifications of off-street parking requirements; and
 - f. CUP No. 2025-05, Resolution No. 2025-21, to amend the existing comprehensive sign program for the shopping center for the apartment building's signs, including addressing, directional, residential project name signs, and a freeway-oriented building-mounted sign.
 - 2. Introduce by title only and waive further reading of an ordinance, Ordinance No. 1256, approving ZC No. 2024-01, to change the zoning of the site from General Commercial with a Precise Development Overlay and Flood Plain Overlay District to Mixed-Use II, with the existing Flood Plain Overlay District over Assessor Parcel Numbers 319-391-02 and 319-391-03 retained as is.
 - 3. Schedule adoption of the aforementioned ordinance at the next regular City Council meeting. There is no fiscal impact to the General Fund.

- 3B. Greenbriar Residential Development Project (The Village at Greenbriar) Environmental Impact Report No. 2024-01, Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), General Plan Amendment No. 2024-02, Zone Change No. 2024-02, Precise Development No. 2024-02, and Development Agreement No. 2024-01.
 - 1. Adopt Resolution No. 2025-22 certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2024071235, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
 - 2. Adopt resolutions approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval:
 - a. TTM No. 2024-01 (TTM No. 19394), Resolution No. 2025-24, to allow for a subdivision of the Project site for condominium purposes;
 - b. GPA No. 2024-02, Resolution No. 2025-23, to change the land use designation of the Project site from General Commercial to a Mixed Use II land use designation;
 - c. PD No. 2024-02, Resolution No. 2025-25, to allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park;
 - 3. Introduce by title only and waive further reading of ordinances approving the following entitlements, based on findings and conclusions in the corresponding ordinances:
 - a. ZC No. 2024-02, Ordinance No. 1257, to change the zoning designation of the Project site from C-G General Commercial Zone with a PD Precise Development Overlay to MU-II Mixed Use II; and
 - b. DA No. 2024-01, Ordinance No. 1258, for a contract between the Applicant and the City, defining terms of development proposed by vesting the City's approval while specifying public benefits and improvements.
 - 4. Schedule adoption of aforementioned ordinances at the next regular City Council meeting. There is no fiscal impact to the General Fund.

4. CONSENT CALENDAR

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

4A. March 18, 2025 Regular Meeting Minutes

— 1. Approve.

4B. Approve Purchase of Night Hawk Software from Leads Online

— 1. Approve Police Department's 3-year agreement with Leads Online to purchase Night Hawk social media mining software for \$60,527 (3-year cost). The Police Department currently has sufficient funds in 110-21-2121-4321 to cover this expenditure. Future years will cost \$20,080 (FY25-26) and \$20,682 (FY26-27), and will be programmed as part of the Fiscal Years 2025-27 budget.

4C. Approve Grant-Funded Purchase of Portable Surveillance Cameras

— 1. Approve Police Department's grant-funded purchase of portable surveillance cameras from Sandoval Custom for \$114,000. The purchase has been pre-approved by the BSCC, and will be reimbursed by the BSCC Organized Retail Theft grant. It should be noted that future maintenance, support and subscription costs incurred starting in January 2027 will be appropriated as part of a future biennial budget process.

4D. Approval of the Memorandum of Understanding with County of Orange to allow the City of Brea to continue using the County's Countywide Mass Notification System, AlertOC.

— 1. Approve and authorize the City Manager to execute and manage, on behalf of the City of Brea, a Memorandum of Understanding with Brea and the County of Orange to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor- provided agreements, commencing on December 30, 2024, through December 30, 2029. There is no fiscal impact to the General Fund.

4E. City Manager Review Period Ordinance Update

— 1. Waive full reading of and adopt Ordinance No. 1255, "An Ordinance of the City Council of the City of Brea amending the Brea City Code to increase the City Manager review period and approving a CEQA exemption determination." There is no fiscal impact to the General Fund.

4F. Approval of Agreement with Amazon for Use of the Old Bank of America Building for Fire Department Training Purposes

— 1. Approve the contract and authorize the Brea Fire Department to enter into an agreement with Amazon for the use of the old Bank of America building located at 275 Valencia Avenue, Brea, CA, for training purposes. There is no fiscal impact to the General Fund.

4G. City Disbursement Registers for March 14, 2025, March 21, 2025 and March 28, 2025

Receive and file.

5. ADMINISTRATIVE ANNOUNCEMENTS

- **5A. City Manager**
- 5B. City Attorney
- 5C. Council Requests

6. COUNCIL ANNOUNCEMENTS

6A. Council Announcements

7. ADJOURNMENT

7A. Meeting Adjournment



City Council Regular Meeting Communication

A. Brea Plaza Shopping Center Residential Project – General Plan Amendment (GPA) No. 2024-01, Zone Change (ZC) No. 2024-01, Density Bonus (DB) No. 2024-01, Precise Development (PD) No. 2024-01 and Conditional Use Permit (CUP) Nos. 2024-03, 2024-04, and 2025-05.

Meeting	Agenda Group
Tuesday, April 1, 2025, 7:00 PM	PUBLIC HEARINGS Item: 3A.
то	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

EXECUTIVE SUMMARY

The Applicant, Architects of Orange, represented by Jahn Nguyen, has submitted planning entitlements for the Brea Plaza Shopping Center Residential Project. The project proposes to redevelop a 1.7-acre portion of land within the northwest portion of the 15.58-acre Brea Plaza Shopping Center site by constructing the following on an existing surface parking lot:

- A four-story, 118,620-square-foot multi-family residential building with a maximum of 120 apartments above a two-level parking structure with 95 parking spaces shared by residents and commercial businesses.
- A surface parking area of 53 spaces located within the project construction area.
- A demolition of an existing 7,500-square-foot freestanding restaurant building (currently occupied by Buca di Beppo) and the construction of a new 5,000-square-foot standalone restaurant building with a 1,101-squarefoot outdoor dining area.

The proposed project requires approval of the following: 1) General Plan Amendment (GPA) No. 2024-01; 2) Zone Change (ZC) No. 2024-01; 3) Density Bonus (DB) No. 2024-01; 4) Precise Development (PD) No. 2024-01; and 5) Conditional Use Permit (CUP) Nos. 2024-03, 2024-04, and 2025-05.

The above-mentioned entitlements are herein referred to as the "Project".

RECOMMENDATION

Staff recommends that the City Council take the following actions:

- Approve Resolutions (Attachments A through F) approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval (Attachment H):
 - a. GPA No. 2024-01, to change the General Plan Land Use designation of the Project site from General Commercial to Mixed Use II and approving the Addendum to the Final Environmental Impact Report (FEIR) for the Brea Plaza Expansion Project (EIR SCH No. 2020079022 Addendum No. 1) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164;
 - b. DB No. 2024-01, to utilize the following Density Bonus provisions pursuant to Density Bonus Law: 1)

 Density Bonus parking standards; 2) one Density Bonus concession/incentive for exemption from the

 Zoning Code's Art in Public Places requirement; 3) five Density Bonus waivers of development

 standards, to allow for (a) the increase in the maximum height, (b) the reduction of the minimum rear

- setback, (c) the reduction of minimum common open space, (d) the reduction of the minimum private open space, and (e) the reduction of the required landscaping for the building perimeter; and 4) one additional incentive under Brea City Code (BCC) Chapter 20.40 to allow for deferral of development impact fees payment to certificate of occupancy;
- c. PD No. 2024-01, to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building atop a two-level parking structure with 95 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, and a surface parking area with 53 parking spaces;
- d. CUP No. 2024-03, to establish a multi-family dwelling use;
- e. CUP No. 2024-04, to allow modifications of off-street parking requirements; and
- f. CUP No. 2025-05, to amend the existing comprehensive sign program for the shopping center for the apartment building's signs, including addressing, directional, residential project name signs, and a freeway-oriented building-mounted sign.
- 3. Introduce by title only and waive further reading of an ordinance (Attachment G) approving ZC No. 2024-01, to change the zoning of the site from General Commercial (C-G) with a Precise Development (PD) Overlay and Flood Plain Overlay Districts to Mixed-Use II (MU-II), with the existing Flood Plain Overlay District over Assessor Parcel Numbers 319-391-02 and 319-391-03 retained as is.
- 4. Schedule adoption of the aforementioned ordinance at the next regular City Council meeting.

BACKGROUND

Project Location

The Project site, commonly known as Brea Plaza Shopping Center (Brea Plaza), is approximately 15.58 acres in size and is bounded by Associated Road to the east, Imperial Highway to the south, and 57 Freeway to the west. The Project construction area is approximately 1.7 acres and is located at the northwest portion of the site. Figure 1 below shows the Project construction area outlined in yellow, with the boundary of Brea Plaza, highlighted in orange, and surrounding zoning designations.



FIGURE 1 - PROJECT VICINITY MAP

Recent Entitlement History

- On April 19, 2022, the City Council certified the Final Environmental Impact Report (Certified FEIR) (State Clearinghouse [SCH] #2020079022) for the Brea Plaza Expansion Project (Previous Project) by adopting Resolution No. 2022-030 and approved Precise Development No. 2021-03 (Resolution No. 2022-031) for the Previous Project, which included an approximately 187,477-square-foot mixed-use building comprising 189 residential dwelling units, 21,355 square feet of commercial space, and a parking structure. In addition, the City Council also approved a modification of off-street parking requirements through Conditional Use Permit No. 2021-18 (Resolution No. 2022-032).
- On May 3, 2022, the City Council adopted Resolution No. 2022-033 and Ordinance No. 1226 for the Previous Project. Resolution No. 2022-033 approved General Plan Amendment No. 2021-04 to change the land use designation of the site from General Commercial to Mixed Use II. Ordinance No. 1226 approved Zone Change No. 2021-02 to change the zoning designation of the site from C-G to MU-II.
- On August 16, 2022, the City Council adopted Ordinance No. 1231 repealing Ordinance No. 1226 to rescind approval of Zone Change No. ZC 2021-02, and approved Resolution No. 2022-062 repealing Resolution Nos. 2022-031 and 2022-032 to rescind approvals of Precise Development No. 2021-03 and Conditional Use Permit Nos. 2021-17 and 2021-18. These actions rescinded all approvals of the planning entitlement applications associated with the Previous Project and nullified the Previous Project. However, Resolution No. 2022-030, which certified the FEIR, was not repealed, and as such, the certification of the Certified FEIR is still in place.
- On August 9, 2023, the Brea Planning Commission approved Precise Development No. 2022-02 (Resolution No. PC 2023-08) to allow the demolition of Building F (21,460-square-foot movie theater) and remodeling of Buildings E & G for retail ground floor use and new second floors for office use with outdoor patios.
- On March 19, 2024, the Applicant filed the planning entitlement applications for the Project, which included the aforementioned entitlements.
- Private agreement: Brea Plaza and the Mercury Insurance property to the north are currently under an existing memorandum of understanding (MOU) that provides an additional 180 parking spaces during normal business hours, approximately 500 surface spaces after 5:00 p.m. and on weekends. The MOU expires on April 15, 2026, unless voluntarily terminated by both parties sooner.

Project Processing Timeline

- On March 19, 2024, the Applicant filed the planning applications for the Project, which included the aforementioned entitlements.
- On March 11, 2025, the Planning Commission held a duly noticed public hearing to review the Project and
 approved a resolution recommending the City Council approve the proposed Project, with modified conditions
 of approval and other recommendations, for City Council consideration, and the Addendum to the Final
 Environmental Impact Report (EIR) approved for the Brea Plaza Expansion Project (SCH #
 2020079022recommended the City Council approve the Project. Refer to the Planning Commission
 Recommendation section of this report for more details.

DISCUSSION

Project Description

The Project proposes the construction of an approximately 118,620-square-foot, four-story apartment building with 120 residential units above a two-story parking structure containing 95 spaces and parking lot reconfiguration to add a surface parking area with 53 parking spaces. The project also includes the demolition of an existing 7,500 square-foot freestanding restaurant building (currently occupied by Buca di Beppo) and the construction of a new 5,000 square-foot standalone restaurant building, resulting in a reduction of 2,500 square feet of commercial building square footage. To accommodate the new residential building, the Project would require a General Plan Amendment to modify the Project site's General Plan designation from General Commercial to Mixed Use II, a Zone Change to modify the zoning designation from C-G with a PD Overlay to MU-II, utilization of the Density Bonus Law (Gov. Code § 65915) and BCC Affordable Housing Ordinance provisions, modification of off-street parking standards, and amendment to the Brea Plaza comprehensive sign program.

Figures 2 and 3 below show the proposed site plan and the Project renderings for the proposed apartment building. A summary of the Project components is provided below in Table 1.



FIGURE 2 - PROPOSED SITE PLAN





Internal View from Brea Plaza of Proposed Southeast Apartment Elevation



57 Freeway View of Proposed Northwest Apartment Elevation

TABLE 1 - OVERVIEW OF PROJECT COMPONENTS

Project Component	Description
Apartment Building	Construction of a four-story apartment building with 120 units atop a two-story parking structure with 95 spaces.
Restaurant Building	Demolition of an existing 7,500 square-foot restaurant building (currently occupied by Buca di Beppo) and construction of a new 5,000 square-foot restaurant building with 1,101 square-foot outdoor patio.
New Signage	Amendment to the Brea Plaza comprehensive sign program to include new signage for the apartment building, including addressing, directional, residential project name signs, and a freeway-oriented wraparound building-mounted sign.
Affordable Housing	The Project provides a total of six affordable units for extremely low-income households.

The Project qualifies to utilize various Density Bonus provisions pursuant to the Density Bonus Law (Gov. Code § 65915). As such, the Project includes utilization of the following Density Bonus provisions: • Density Bonus parking standards • One Density Bonus concession/incentive for exemption from the City's Art in Public Places requirement • Five Density Bonus waivers of development standards, which include 1) the increase of the maximum height to 64'-4"; 2) the reduction of the rear setback to 6'-6"; 3) the reduction of common open space requirement to 49.75 square feet per dwelling unit; 3) the reduction of the private open space requirement to 53 square feet per dwelling unit; and 5) waiver of the required landscaping for the building perimeter In addition, the Project utilizes one additional incentive under BCC Chapter 20.40 to allow for the deferral of development impact fees payment to the issuance of a certificate of occupancy.
The Project consists of a two-story, 23'-4" tall, podium parking structure containing 95 spaces along with a 53-space surface parking area. The Project would also provide 16 electric vehicle charging stations distributed throughout the parking structure. With the Project, a total of 789 parking spaces would be provided at Brea Plaza.
The parking demand study prepared for the Project analyzed the Project site's peak parking demand to determine the Project site's true parking demand and determined that the 789 parking spaces provided are sufficient to accommodate the peak parking demand of the Project site.

A detailed discussion of the proposed Project is provided in the March 11, 2025, Planning Commission Staff Report (Attachment I).

Also, the Technical Background, Vicinity Map, Project Applications, Project Plans, Parking Demand Study, Apartment Building Signage Plans, and Project Narrative are provided as Attachments J through P, respectively.

ANALYSIS

A summary of the planning entitlements for the proposed Brea Plaza Shopping Center Residential Project is provided in Table 2 below.

TABLE 2 - OVERVIEW OF PROJECT ENTITLEMENTS

Entitlement	Request	Complies with BCC and General Plan
General Plan Amendment No. 2024-01	Change the General Plan Land Use designation of the Project site from General Commercial to Mixed Use II	Yes

Zone Change No. 2024-01	Change the zoning designation of the Project site from C-G General Commercial with a Precise Development (PD) Overlay and Flood Plain Overlay District to Mixed-Use II (MU-II), with the existing Flood Plain Overlay District over Assessor Parcel Numbers 319-391-02 and 319-391-03 retained as is.	Yes
Density Bonus No. 2024-01*	Allow utilization of various Density Bonus provisions pursuant to Density Bonus Law and one BCC Affordable Housing Ordinance provision, as described under the Density Bonus Requests section of Table 1	Yes
Precise Development No. 2024-01	Allow construction of the Project	Yes**
Conditional Use Permit No. 2024-03	Allow a multi-family dwelling use in the MU-II zoning designation	Yes
Conditional Use Permit No. 2024-04	Allow shared parking for residential and commercial uses within the shopping center	Yes
Conditional Use Permit No. 2025-05	Amend the comprehensive sign program for the Project.	Yes

^{*}The State Density Bonus Law requires that local jurisdictions grant the requested incentives, waivers, and reduced parking ratios if requested by the qualifying housing developments

A detailed analysis of the proposed Project consistency and compliance with the General Plan and BCC is provided in the March 11, 2025, Planning Commission Staff Report (Attachment I) and the associated resolutions and ordinance attached to this report.

ENVIRONMENTAL ASSESSMENT

The proposed Project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines (California Administrative Code, Title 14, Section 15000 et seq.) Environmental review of the proposed Project was provided through an addendum to the previous Certified EIR (EIR SCH No. 2020079022 Addendum No. 1, herein referred to as "Addendum"), in accordance with Section 15164(a) of the CEQA Guidelines. An addendum to an EIR may be prepared if the Project requires changes and/or additions to the previously certified EIR, but none of which would create a new or more significant environmental effect.

^{**}BCC compliant with the utilization of Density Bonus provisions pursuant to State Density Bonus Law

The Addendum concluded that the Project is a reduced-scale version of the Previous Project assessed in the Certified FEIR and does not introduce new significant environmental impacts or substantially increase the severity of previously identified impacts. Therefore, the Certified FEIR remains valid, and the Addendum finds that the Project results in lesser environmental impacts than the Previous Project that was analyzed in the Certified FEIR. The Project-specific Mitigation Monitoring and Reporting Program (MMRP) will be implemented to ensure potential environmental impacts associated with the proposed Project are consistent with the impact conclusions outlined in the Certified FEIR and are included as part of the Conditions of Approval for the Project (Attachment H).

The Addendum can be accessed via the following

link: https://www.cityofbrea.gov/DocumentCenter/View/17716/Brea-Plaza-Residential-Project-Addendum-Memorandum---COMBINED

In addition, as an additional response to a Planning Commissioner's question related to the potential cumulative impacts of current projects compared to those listed in the Certified FEIR, a separate memorandum was prepared (Attachment Q).

PLANNING COMMISSION RECOMMENDATION

On March 11, 2025, the Planning Commission on a 3 (ayes) - 1 (abstain) - 1 (recusal) vote, approved Resolution No. PC 2025-03 recommending approval of the Addendum and all associated entitlements for the Project. As part of its action, the Planning Commission included one additional condition of approval, which requires the Applicant to participate in a micro-transit circulation system/program (i.e. trolley system) if such a program becomes available. In addition, the Planning Commission recommended that the City Council consider the following:

- Require the Applicant to include at least one California-native, drought-tolerant tree in the landscaping plan;
- Direct staff to communicate with Orange County Transit Authority (OCTA) regarding potential
 extension/modification of the existing bus service along Associated Road to accommodate future residential
 dwelling units in the area.

It should be noted that the proposed conditions of approval now incorporate the recommendations related to the landscaping, and the City's Traffic Engineer already initiated communications with OCTA regarding the bus service. The draft meeting minutes of the March 11, 2025 Planning Commission meeting are provided as Attachment R.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved publication in the Brea Star-Progress and mailed notices to property owners within the Project site's 500-foot radius. The public hearing notice for this Project is provided as Attachment S.

As of the writing of this report (Tuesday, March 24, 2025), staff has received a total of six public comment emails/letters for the Project (Attachment T). Two public comments of support were received from Brea Chamber of Commerce and a Brea Plaza Shopping Center business owner commending the Project and the addition of new housing for the community. Four public comments were received from nearby residents expressing concerns related to parking, building and population density, and traffic. These collective comments are in addition to previous public comments received for the Planning Commission meeting for this Project. Any additional comments received will be forwarded to the City Council.

FISCAL IMPACTS/SUMMARY

There are no requests for financial assistance or fee waivers associated with the construction of the Project. Although the Applicant is requesting and entitled to the deferred payment of development impact fees to the issuance of a certificate of occupancy pursuant to BCC Section 20.40.060.B, the Project is still required to pay such development impact fees in full. Therefore, the Project would not have a negative impact on the City's General Fund.

CONCLUSION

The Project is consistent with the goals and policies of the General Plan and provisions of the BCC. In addition, the Project would promote the City's proposed 6th Cycle (2022-2029) Housing Element by producing 120 new residential dwelling units, including 6 affordable housing units. In addition, the Addendum prepared for the Project concluded that the Project results in lesser environmental impacts than the previous project analyzed in the previously Certified FEIR. It is for the reasons discussed and the information provided within this report with its attachments that staff recommends the City Council approve the Project.

RESPECTFULLY SUBMITTED:

Prepared by: Jessica Newton, Senior Planner

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

Joanne Hwang, AICP, City Planner

Attachments

Attachment A - Draft Resolution Approving Adoption of GPA No. 2024-01.pdf

Attachment B - Draft Resolution Approving Adoption of DB No. 2024-01.pdf

Attachment C - Draft Resolution Approving Adoption of PD No. 2024-01.pdf

Attachment D - Draft Resolution Approving Adoption of CUP No. 2024-03.pdf

Attachment E - Draft Resolution Approving Adoption of CUP No. 2024-04.pdf

Attachment F - Draft Resolution Approving Adoption of CUP No. 2025-05.pdf

Attachment G - Draft Ordinance Approving Adoption of ZC No. 2024-01.pdf

Attachment H - Draft Conditions of Approval.pdf

Attachment I - March 11, 2025, Planning Commission Staff Report updated.pdf

Attachment J - Technical Background.pdf

Attachment K - Vicinity Map.pdf

Attachment L - Project Applications.pdf

Attachment M - Project Plans.pdf

Attachment N - Parking Demand Study.pdf

Attachment O - Apartment Building Signage Plans.pdf

Attachment P - Project Narrative.pdf

Attachment Q - Cumulative Projects Response Memorandum.pdf

Attachment R - Draft March 11, 2025, Planning Commission Meeting Minutes.pdf

Attachment S - Public Hearing Notice.pdf

Attachment T - Public Comment.pdf

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING GENERAL PLAN AMENDMENT NO. 2024-01 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL TO MIXED USE II FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY, AND APPROVING AN ADDENDUM TO A CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT

A. RECITALS:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a modification of off-street parking requirements based on a shared parking analysis, and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which is further described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) GPA No. 2024-01, which is the subject of this Resolution, would amend the City's General Plan to change the land use designation of the Project Site from General Commercial (C-G) to Mixed Use II (MU-II).

Page 2

Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

(iv) On April 19, 2022, in accordance with the California Environmental Quality

Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report

(EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-

030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Council approve the Project, with modified conditions of approval and other

recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to the adoption of this Resolution.

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

B. **RESOLUTION**:

Now, therefore, the City Council of the City of Brea does find, determine,

and resolve as follows:

Page 3

Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution,

are true and correct.

SECTION 2. Based on the facts set forth above and the entirety of the evidence

presented at the above-referenced public hearing, including all written evidence and

testimony presented during the hearing, and the independent judgment of the City

Council, the City Council finds as follows:

a. GPA 2024-01 would be consistent with goals, policies, and provisions of

the General Plan, including the following:

i. General Plan Goal CD-1 is to "Provide a balance of land uses to

meet the present and future needs of all residents." The Project would adhere to Goal

CD-1 by providing residential dwelling units that would serve the City's existing

residents and workforce, and those seeking to relocate to Brea. The Project would

create a variety of housing opportunities by providing studio to two-bedroom rental

dwelling units, including six units allocated for extremely low-income households.

ii. General Plan Policy CD-1.5 is to "Provide opportunities for

development of housing that responds to diverse community needs in terms of density,

size, location, design, and cost." The Project would adhere to Policy CD-1.5 by allowing

a mixed-use development with 120 rental dwelling units within the existing shopping

center that would serve a new population of residents that desires to live in a

development where commercial and retail amenities are within walking distance.

iii. General Plan Policy CD-1.9 is to "Encourage new development that

is organized around compact, walkable, mixed-use neighborhoods and districts to

Page 4

Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

conserve open space resources, minimize infrastructure costs, and reduce reliance on

the automobile." The Project would adhere to Policy CD-1.9 by creating a compact

mixed-use, in-fill development at a property that consists of a horizontal mix of a variety

of commercial uses (i.e. restaurants, retail, and office uses), thereby conserving open

spaces elsewhere while providing new options for people to live within walking distance

of places to shop, dine, and work.

iv. General Plan Policy CD-26.3 is to "Explore opportunities for mixed-

use development projects on sites historically supporting commercial centers." The

Project would adhere to Policy CD-26.3 by allowing a mixed-use development on a site

that has been developed and maintained as a commercial shopping center since 1976.

v. General Plan Housing Element Goal 2.0 is to "Assist in the

provision of adequate housing to meet the needs of the community. Establish a

balanced approach to meeting housing needs that includes the needs of both renter and

owner households." The Project would adhere to Housing Element Goal 2.0 as the

Project would provide an additional 120 rental dwelling units to the City's housing stock.

The Project would provide housing to meet the needs of the community and establish a

balance approach to meeting housing needs.

vi. General Plan Housing Element Goal 3.0 is to "Provide adequate

housing sites through appropriate land use, zoning, and specific plan designations to

accommodate Brea's share of regional housing growth needs." The Project would

adhere to Housing Element Goal 3.0 by facilitating housing growth and assisting in

Page 5

Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

achieving the City's 6th Cycle Housing Element regional housing needs allocation. The

Project seeks to provide diverse quality housing types and living experiences that

accommodate Brea's residents and workforce. Additionally, the Project includes six

affordable units for extremely-low income households.

b. The proposed General Plan amendment would not be detrimental to the

public interest, health, safety, convenience, or welfare of the City. The Project Site is

physically suitable for a Mixed Use II Land Use Designation, which would be compatible

with adjoining land uses. The Project has been evaluated and conditioned so as to

upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-

pedestrian conflicts. The Addendum, which analyzed impacts evaluated in the Final EIR

relative to the Project by evaluating environmental factors (including noise, aesthetics,

traffic, and greenhouse gas emissions), concluded that with the imposition of the

mitigation measures found in the Project-specific MMRP, the Project would not result in

any significant adverse environmental impacts.

SECTION 3. Based on the findings set forth above, the City Council determines

that the Addendum is the appropriate environmental document for the Project, approves

the Addendum, and approves GPA No. 2024-01 to change the land use designation of

the Project Site from General Commercial to Mixed Use II, subject to the requirements

of the Project-specific MMRP, which is attached as Exhibit A. The City of Brea General

Plan Land Use Map is amended to incorporate the approval of GPA 2024-01, as shown

in Exhibits B and C.

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

Resolution No. 2025-16 Page 6

Applicant: Jahn Nguyen, Architects of Orange GPA No. 2024-01

APPROVED AND ADOPTED this 1st day of April 2025.

	Blair Stewart, Mayor
Resolution v	rris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing was adopted at a regular meeting of the City Council of the City of Brea held by of April 2025 by the following vote:
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
	ATTEST: Lillian Harris-Neal, City Clerk

Resolution No. 2025-16
Page 7
Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

EXHIBIT A EXISTING GENERAL PLAN LAND USE DESIGNATION FOR BREA PLAZA SHOPPING CENTER



Resolution No. 2025-16 Page 8

Applicant: Jahn Nguyen, Architects of Orange

GPA No. 2024-01

EXHIBIT B

PROPOSED GENERAL PLAN LAND USE DESIGNATION FOR



RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING DENSITY BONUS NO. 2024-01 TO ALLOW UTILIZATION OF STATE DENSITY BONUS LAW PROVISIONS FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY

A. <u>RECITALS</u>:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a modification of off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which further is described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) DB No. 2024-01 would allow the Applicant to utilize the following Density Bonus provisions pursuant to the Density Bonus Law (Gov. Code § 65915) and the Brea City Code (BCC): 1) Density Bonus parking standards; 2) one Density Bonus concession/incentive for exemption from the Zoning Code's Art in Public Places

Page 2

Applicant: Jahn Nguyen, Architects of Orange

DB No. 2024-01

requirement; 3) five Density bonus waivers of development standards, to allow for (a)

the increase of the maximum height to 64'-4", (b) the reduction of the rear setback to 6'-

6", (c) the reduction of common open space requirement to 49.75 square feet per

dwelling unit, (d) the reduction of the private open space requirement to 53 square feet

per dwelling unit, and (e) the reduction of the required landscaping for the building

perimeter to vary between 0' to 5'; and 4) one additional incentive under BCC Chapter

20.40 to allow for deferral of development impact fees payment to certificate of

occupancy.

(iv) On April 19, 2022, in accordance with the California Environmental Quality

Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report

(EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-

030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Page 3

Applicant: Jahn Nguyen, Architects of Orange

DB No. 2024-01

Council approve the Project, with modified conditions of approval and other recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the Project and the Addendum, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

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

B. RESOLUTION:

Now, therefore, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution, are true and correct.

SECTION 2. Based on the facts set forth above and the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during the hearing, and the independent judgment of the City Council, the City Council finds as follows:

a. The Project consists of a total of 120 rental housing units. Six of the 120 units would be reserved for extremely low-income households. Thus, five percent of the base units would be affordable to extremely low-income households, making the Project eligible for one incentive/concession, unlimited waivers, and modified parking standards under the Density Bonus Law and up to four incentives pursuant to BCC Section 20.40.060. The Project was reviewed by the Building & Safety Division, Public Works Department, Fire Department, and Police Department and is required to meet all applicable Codes. Based on the Project's details, the proposed waivers are not

Page 4

Applicant: Jahn Nguyen, Architects of Orange

DB No. 2024-01

expected to cause any specific adverse impacts upon health or safety. In addition, the

proposed Project is consistent with the General Plan Housing Element Goal 6 in that the

Project will provide a variety of housing types and support production of affordable

housing through density bonus incentives.

SECTION 3. Based on the findings set forth above, the City Council approves

Density Bonus No. 2024-01, subject to the Conditions of Approval included in a

separate resolution approving PD No. 2024-01, and the requirements of the Project-

specific MMRP, as included in a separate resolution approving GPA No. 2024-01.

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

APPROVED AND ADOPTED this 1st day of April 2025.

Blair Stewart, Mayor

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 1st day of April 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING PRECISE DEVELOPMENT NO. 2024-01 TO ALLOW CONSTRUCTION OF THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY

A. <u>RECITALS</u>:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a surface parking area with 53 parking spaces, a modification of off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which further is described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) PD No. 2024-01 would allow the development of the Project as described in Recital (i) above.
- (iv) On April 19, 2022, in accordance with the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report (EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Council approve the Project, with modified conditions of approval and other

recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

B. RESOLUTION:

Now, therefore, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution, are true and correct.

Page 3

Applicant: Jahn Nguyen, Architects of Orange

PD No. 2024-01

SECTION 2. Based on the facts set forth above and the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during the hearing, and the independent judgment of the City

Council, the City Council finds as follows:

a. The Project furthers and is consistent with the objectives of the General

Plan. The Project includes GPA No. 2024-01, which amends the City's General Plan to

change the land use designation of the Project Site from General Commercial (C-G) to

Mixed Use II. PD No. 2024-01 will therefore be consistent with the General Plan as

amended and would be consistent with other goals, policies, and provisions or the

General Plan as set forth in the resolution approving GPA No. 2024-01.

b. The Project is in compliance with applicable provisions of the Brea City

Code and all requirements of law and would not be detrimental to the public safety and

general welfare of the community.

i. The Project Site is suitable for mixed use development as proposed

by the Project. Except as permitted by waivers obtained pursuant to the Density Bonus

Law (Gov. Code § 65915), the Project complies with Mixed-Use II (MU-II) zone

development standards, including residential density, nonresidential floor area ratio

(FAR), and setbacks. The MU-II zone allows for and encourages commercial and

residential uses that are compatible with adjoining land uses. The Project includes a mix

of residential and commercial uses over a 1.7-acre area within a 15.58-acre shopping

center presently developed with various retail stores, offices, and restaurants. The

Project introduces additional commercial floor area and residential uses that are

compatible with existing development at the shopping center. The proposed building is

Page 4

Applicant: Jahn Nguyen, Architects of Orange

PD No. 2024-01

designed with horizontal and vertical features that include building modulation,

articulation, and exterior finishes that would be integrated with, and complimentary to,

the existing commercial development on the site.

ii. The Project is not detrimental to the use of land in any adjacent

zone. The Project Site is physically suitable for a Mixed Use II Land Use Designation,

which would be compatible with adjoining land uses. The Project has been evaluated

and conditioned to upgrade necessary utilities and ensure proper traffic circulation to

minimize vehicle-pedestrian conflicts and as otherwise required by the attached

conditions of approval and the requirements of the Project-specific MMRP. The

Addendum also evaluated environmental factors (including noise, aesthetics, traffic, and

greenhouse gas emissions) and found that the proposed Project is a reduced-scale

version of the previous project and does not introduce new significant environmental

impacts or substantially increase the severity of previously identified impacts. With the

imposition of the conditions of approval and mitigation measures found in the Project-

specific MMRP, the Project would not result in any significant adverse environmental

impacts.

SECTION 3. Based on the findings set forth above, the City Council approves PD

No. 2024-01, subject to the conditions of approval found in Exhibit A of this resolution,

and the requirements of the Project-specific MMRP, as included in a separate resolution

approving the GPA No. 2024-01.

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

Resolution No. 2025-18 Page 5

Applicant: Jahn Nguyen, Architects of Orange PD No. 2024-01

APPROVED AND ADOPTED this 1st day of April 2025.

	<u> </u>
	Blair Stewart, Mayor
Resolution w	ris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing was adopted at a regular meeting of the City Council of the City of Brea held by of April 2025, by the following votes:
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
	ATTEST: Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING CONDITIONAL USE PERMIT NO. 2024-03 TO ESTABLISH THE MULTI-FAMILY DWELLING USE FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY

A. RECITALS:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a modification of off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which is further described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) CUP No. 2024-03 would establish the multi-family dwelling use at the Project Site.
- (iv) On April 19, 2022, in accordance with the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report

(EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-

030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Council approve the Project, with modified conditions of approval and other

recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

B. RESOLUTION:

Now, therefore, the City Council of the City of Brea does find, determine.

and resolve as follows:

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution,

are true and correct.

Page 3

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-03

SECTION 2. Based on the facts set forth above and the entirety of the evidence

presented at the above-referenced public hearing, including all written evidence and

testimony presented during the hearing, and the independent judgment of the City

Council, the City Council finds CUP No. 2024-03 as follows:

a. Pursuant to Brea City Code (BCC) Table 20.11.020.A, multi-family

dwellings are permitted through approval of a CUP in the Mixed-Use II (MU-II) zone, as

included in the request for ZC No. 2024-01.

b. Approval of CUP No. 2024-03, subject to the conditions of approval and

the requirements of the MMRP, is necessary or desirable for the development of the

community, in harmony with the various elements or objectives of the General Plan, and

not detrimental to existing uses or to uses specifically permitted in the MU-II zone. The

proposed new residential use would contribute to the success of the Project and is

compatible with existing development at the shopping center. The Project also includes

GPA No. 2024-01, which amends the City's General Plan to change the land use

designation of the Project site from General Commercial to Mixed Use II, and the

Project as a whole will be consistent the goals, policies, and provisions or the General

Plan as set forth in the resolution approving GPA No. 2024-01.

c. The Project Site is adequate in size and shape to accommodate the

Project. Except as permitted by waivers obtained pursuant to the Density Bonus Law

(Gov. Code § 65915), the Project complies with the Mixed-Use II (MU-II) zone

development standards, including residential density, nonresidential floor area ratio

(FAR), and setbacks. The Project can also accommodate sufficient parking to meet the

Page 4

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-03

typical peak parking demand for the proposed 120 units apartment and will construct a

two-story parking structure to be primarily used by the residents.

d. The Project Site relates to streets and highways that are properly

designed and improved to carry the type and quantity of traffic generated or to be

generated by the Project. The Project Site will continue to be served by the existing

Brea Plaza shopping center driveways, including a signalized intersection of Imperial

Highway at SR-57 NB Ramps/Brea Plaza; a right-turn-only driveway on Associated

Road; a full access, unsignalized driveway on Associated Road; and a right-turn-only

driveway on Imperial Highway. The Project has been evaluated and conditioned to

ensure proper circulation and sight distances and prevent traffic-related impacts

associated to vehicle queuing for near- and long-term conditions.

e. Approval of CUP No. 2024-03 subject to the conditions of approval and

the requirements of the MMRP, will not adversely affect the public health, safety, or

general welfare. The Project has been evaluated and conditioned to upgrade necessary

utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts and

as otherwise required by the attached conditions of approval and the requirements of

the MMRP.

SECTION 3. Based on the findings set forth above, the City Council approves the

CUP No. 2024-03, subject to the conditions of approval included in a separate

resolution approving PD No. 2024-01, and the requirements of the Project-specific

MMRP, as included in a separate resolution approving GPA No. 2024-01.

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

Resolution No. 2025-19 Page 5

Applicant: Jahn Nguyen, Architects of Orange CUP No. 2024-03

APPROVED AND ADOPTED this 1st day of April 2025.

	Blair Stewart, Mayor
Resolution w	ris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing was adopted at a regular meeting of the City Council of the City of Brea held y of April 2025, by the following votes:
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
	ATTEST: Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING CONDITIONAL USE PERMIT NO. 2024-04 TO MODIFY OFF-STREET PARKING REQUIREMENTS AT THE BREA PLAZA SHOPPING CENTER FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY

A. RECITALS:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a modification of off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which is further described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) CUP No. 2024-04 would modify the City's off-street parking requirements for the Project to reduce the required number of spaces from 1,115 to a minimum of 788 spaces based on a shared parking demand study.

Page 2

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-04

(iv) On April 19, 2022, in accordance with the California Environmental Quality

Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report

(EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-

030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Council approve the Project, with modified conditions of approval and other

recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

B. RESOLUTION:

Now, therefore, the City Council of the City of Brea does find, determine,

and resolve as follows:

Page 3

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-04

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution,

are true and correct.

SECTION 2. Based on the facts set forth above and the entirety of the evidence

presented at the above-referenced public hearing, including all written evidence and

testimony presented during the hearing, and the independent judgment of the City

Council, the City Council finds as follows:

a. Pursuant to Brea City Code (BCC) Section 20.08.040.G.1, modification of

off-street parking requirements for multi-family developments and nonresidential

developments is permitted through the approval of a CUP. The Project is a type of

development eligible for modification of off-street parking requirements.

b. Approval of CUP No. 2024-04, subject to the conditions of approval and

the requirements of the MMRP, is necessary or desirable for the development of the

community, in harmony with the various elements or objectives of the General Plan, and

not detrimental to existing uses or to uses specifically permitted in the Mixed-Use II

(MU-II) zone. The proposed modification of off-street parking requirements would allow

construction of the Project, which will introduce a new residential use that is compatible

with existing development at the shopping center. The Project also includes GPA No.

2024-01, which amends the City's General Plan to change the land use designation of

the Project site from General Commercial to Mixed Use II, and the Project as a whole

will be consistent the goals, policies, and provisions or the General Plan as set forth in

the resolution approving GPA No. 2024-01.

c. The Project Site is adequate in size and shape to accommodate the

Project and approval of CUP No. 2024-04 as it can accommodate sufficient parking to

Page 4

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-04

meet both the anticipated typical peak and holiday peak parking demand of the

shopping center, including the Project.

d. The Project Site relates to streets and highways that are properly

designed and improved to carry the type and quantity of traffic generated or to be

generated by the Project. The proposed modification of off-street parking requirements

would not alter or negatively impact the existing ingress and egress for the Project Site,

nor the internal circulation within the Project Site.

Approval of CUP No. 2024-04 will not adversely affect the public health, e.

safety, or general welfare. The shared parking study demonstrated that the total number

of off-street parking spaces proposed by the Project is sufficient to accommodate both

the anticipated typical peak and holiday peak demand of the shopping center, including

the Project.

SECTION 3. Based on the findings set forth above, the City Council approves

CUP No. 2024-04, subject to the conditions of approval included in a separate

resolution approving PD No. 2024-01, and the requirements of the Project-specific

MMRP, as included in a separate resolution approving GPA No. 2024-01.

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

APPROVED AND ADOPTED this 1st day of April 2025.

Blair Stewart. Mayor

Page 5

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2024-04

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 1st day of April 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING CONDITIONAL USE PERMIT NO. 2025-05 TO AMEND AN EXISTING COMPREHENSIVE SIGN PROGRAM AT THE BREA PLAZA SHOPPING CENTER FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT, LOCATED AT 1639 EAST IMPERIAL HIGHWAY

A. <u>RECITALS</u>:

- (i) Jahn Nguyen, Architects of Orange, has applied for approval of the Brea Plaza Shopping Center Residential Project, which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, demolition and reconstruction of an existing restaurant building with a smaller footprint, a modification of off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project").
- (ii) The Project is generally located at 1639 E. Imperial Highway, which is further described as Assessor Parcel Nos. 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (iii) CUP No. 2025-05 would amend the Brea Plaza Shopping Center's existing comprehensive sign program for the apartment building's signs, including addressing, directional, and residential project name wall and canopy signs; and to allow the

Page 2

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2025-05

addition of a freeway-oriented, building mounted sign that deviates from Brea City Code

(BCC) development standards.

(iv) On April 19, 2022, in accordance with the California Environmental Quality

Act (CEQA) (Pub. Res. Code § 21000 et seq.), a Final Environmental Impact Report

(EIR) (State Clearinghouse No. 2020079022) was certified and a Mitigation Monitoring

and Reporting Program (MMRP) was adopted by the City Council (Resolution No. 2022-

030) for the Brea Plaza Expansion Project at the Project Site.

(v) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1) (the "Addendum"), which analyzed impacts

evaluated in the Final EIR relative to the Project and concluded that the Project would

not result in any environmental impacts beyond those identified in the Final EIR and, as

such, constitutes substantial evidence supporting the conclusions that preparation of a

supplemental or subsequent EIR is not required.

(vi) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, after which it recommended that the City

Council approve the Project, with modified conditions of approval and other

recommendations to be considered by the City Council, and the Addendum.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to the adoption of this Resolution.

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

B. **RESOLUTION**:

Now, therefore, the City Council of the City of Brea does find, determine, and resolve as follows:

SECTION 1. All facts set forth above in the Recitals, Part A of this Resolution, are true and correct.

SECTION 2. Based on the facts set forth above and the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during the hearing, and the independent judgment of the City Council, the City Council finds as follows:

- a. Pursuant to BCC Section 20.28.045.B.3., comprehensive sign programs that consist of signs that do not comply with the requirements of BCC Chapter 20.28 (Sign Code) require approval of a CUP. The use of a sign program would include the freeway-oriented, building-mounted sign on the proposed residential building and would identify the residential project name and major tenants in the shopping center at the subject property, which is one for which the CUP is authorized. The proposed apartment building signs are of quality design and construction and are complimentary to the shopping center and new residential
- b. Approval of CUP No. 2025-05, subject to the conditions of approval and the requirements of the MMRP, is necessary or desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or to uses specifically permitted in the Mixed-Use II (MU-II) zone. This comprehensive sign program amendment would also be consistent General Plan Goal CD-20, which encourages site planning within Commercial and

Page 4

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2025-05

Mixed-Use districts that functionally and visually integrate onsite facilities and uses,

including building, services, access, and parking. The proposed comprehensive sign

program would contribute to the success of the Project, be compatible with existing and

renovated development at the shopping center, and would not result in any significant

physical changes or impacts to the property or surrounding land uses.

c. The proposed apartment building signs, including the freeway-oriented

sign, are appropriate in size and scale to direct residents and patrons to the shopping

center.

d. The Project Site relates to streets and highways that are properly

designed and improved to carry the type and quantity of traffic generated or to be

generated by the Project. The apartment building signs, including directional and

addressing signs, will direct residents and patrons to the apartment building and

shopping center.

e. Approval of CUP No. 2025-05, as conditioned, will not adversely affect the

public health, safety, or general welfare. Prior to the installation of any sign, a building

permit must be obtained. During the Building & Safety Division plan check, the Project

will be required to meet all Codes adopted at the time of submittal, thereby assuring

public health, safety, and welfare. This sign program amendment will enhance the

aesthetics of the property by ensuring the design quality and proper placement of all

signs.

SECTION 3. Based on the findings set forth above, the City Council approves the

CUP No. 2025-05, subject to the conditions of approval included in a separate

Page 5

Applicant: Jahn Nguyen, Architects of Orange

CUP No. 2025-05

resolution approving PD No. 2024-01, and the requirements of the Project-specific MMRP, as included in a separate resolution approving GPA No. 2024-01.

SEC1	FION 4 . The City Clerk shall certify to the adoption of this Resolution.
APPF	ROVED AND ADOPTED this 1 st day of April 2025.
	Blair Stewart, Mayor
Resolution v	ris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing was adopted at a regular meeting of the City Council of the City of Brea held by of April 2025, by the following votes:
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
	ATTEST: Lillian Harris-Neal, City Clerk

ORDINANCE NO. 1256

AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE NO. 2024-01 FOR THE BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT

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

A. <u>RECITALS</u>:

- (i) Jahn Nguyen, Architects of Orange (the "Applicant") has applied for approval of the Brea Plaza Shopping Center Project (Brea Plaza Living), which includes General Plan Amendment No. 2024-01 (GPA No. 2024-01), Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, and 2025-05) to allow the construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 parking spaces, a surface parking area with 53 parking spaces, a modification of the off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment (the "Project"), for that certain real property located at 1639 East Imperial Highway, in the City of Brea, and further legally described as Assessor Parcel Numbers 319-391-01, 319-391-02, 319-391-03, and 319-391-04, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (ii) The Project Site is a 15.58-acre property known as Brea Plaza Shopping Center, with the proposed development occurring on an approximately 1.7-acre area located at the northwest corner of the shopping center. The Project Site currently has a General Plan Land Use designation of General Commercial and zoning designation of

Page 2

Applicant: Jahn Nguyen, Architects of Orange

ZC No. 2024-01

C-G General Commercial with a Precise Development (PD) Overlay and Flood Plain

Overlay Districts.

(iii) In conjunction with GPA No. 2024-01, which would amend the General Plan

Land Use designation of the Project Site to Mixed Use II, ZC No. 2024-01 would amend

the zoning designation of the Project Site from General Commercial (C-G) with a

Precise Development (PD) Overlay and Flood Plain Overlay Districts to Mixed-Use II

(MU-II) zoning designation. The existing Flood Plain Overlay District over Assessor

Parcel Numbers 319-391-02 and 319-391-03 will remain as is. On April 19, 2022, in

accordance with the California Environmental Quality Act (CEQA) (Pub. Res. Code

§ 21000 et seq.), a Final Environmental Impact Report (EIR) (State Clearinghouse No.

2020079022) was certified and a Mitigation Monitoring and Reporting Program was

adopted by the City Council (Resolution No. 2022-030) for the Brea Plaza Expansion

Project at the Project Site.

(iv) Pursuant to CEQA Guidelines Section 15162 and 15164 (a), the City has

prepared an Addendum to the previously certified Final EIR for the Project (EIR SCH

No. 2020079022 Addendum No. 1), which analyzed impacts evaluated in the Final EIR

relative to the Project and concluded that the Project would not result in any

environmental impacts beyond those identified in the Final EIR and as such, constitutes

substantial evidence supporting the conclusions that preparation of a supplemental or

subsequent EIR is not required.

(v) On March 11, 2025, the Planning Commission held a duly noticed public

hearing on the Project and the Addendum, during which it received and considered all

evidence and testimony presented prior to adoption of this Resolution.

Page 3

Applicant: Jahn Nguyen, Architects of Orange

ZC No. 2024-01

(vi) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Addendum, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Ordinance is based are kept by the

City of Brea Community Development Department, located at 1 Civic Center Circle,

Brea, California 92821.

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

B. ORDINANCE:

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence

presented at the above-referenced public hearing, including all written evidence and

testimony presented during the hearing, and the independent judgment of the City

Council, the City Council finds as follows:

a. The proposed Zone Change of the Project Site from C-G General

Commercial with a Precise Development (PD) Overlay and Flood Plain Overlay

District to Mixed-Use II (MU-II) with the Flood Plain Overlay District over

Assessor Parcel Numbers 319-391-02 and 319-391-03 remaining is in conformity

with the General Plan, as amended by GPA No. 2024-01, which amends the

General Plan to change the land use designation of the Project Site from General

Commercial to Mixed-Use II. Approval of ZC No. 2024-01 will therefore align the

Zoning Map with the General Plan. The Project would also be consistent with

Page 4

Applicant: Jahn Nguyen, Architects of Orange

ZC No. 2024-01

other goals, policies, and provisions or the General Plan as set forth in the resolution approving GPA No. 2024-01.

- b. The proposed Zone Change is in the interest of public necessity, convenience, general welfare, and good zoning practice based in part of the following:
 - i. The Project Site is suitable for mixed use development as proposed by the Project. The MU-II Zone allows for and encourages commercial and residential uses that are compatible with adjoining land uses. The Project includes a mix of residential and commercial uses over a 1.7-acre area within a 15.58-acre shopping center presently developed with restaurant, retail, and office uses. The Project would create a mixed-use, in-fill development by introducing a multi-family residential use to a shopping center. The Project would be compatible with surrounding land uses and provide a pedestrian accessway connecting the Project Site and the adjacent private property to the north of the Project Site (Assessor's Parcel Number 319-102-34).
 - ii. The proposed Zone Change is not detrimental to the use of land in any adjacent zone. The Project Site is physically suitable for a Mixed Use II Land Use Designation, which would be compatible with adjoining land uses. The Project has been evaluated and conditioned to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts. In addition, the Project includes a reduction in the overall building size, unit count, and parking demand

Page 5

Applicant: Jahn Nguyen, Architects of Orange

ZC No. 2024-01

compared to the project that was studied in the previously certified Final

EIR; therefore, the Addendum concluded that the Project would result in

lesser environmental impacts than those analyzed in the Final EIR.

SECTION 3. Based on the findings set forth above, the City Council approves

Zone Change No. 2024-01 to change the zoning designation of the Project site from

General Commercial (C-G) with a Precise Development (PD) Overlay and Flood Plain

Overlay Districts to Mixed-Use II (MU-II) zoning designation, with the existing Flood

Plain Overlay District over Assessor Parcel Numbers 319-391-02 and 319-391-03

retained as is. The City of Brea Zoning Map is amended to incorporate the approval of

Zone Change No. 2024-01, as shown in Exhibits A and B.

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

ADOPTED AND APPROVED this 1st day of April 2025.

Blair Stewart, Mayor

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing

Ordinance was introduced at a regular meeting of the City Council of the City of Brea

held on the 1st day of April 2025 and was finally passed at a regular meeting of the City

Council of the City of Brea, held on the 15th day of April 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ordinance No. 1256	
Page 6	
Applicant: Jahn Nguyen, Architects of Orange ZC No. 2024-01	

ATTEST:	
	Lillian Harris-Neal, City Clerk

Ordinance No. 1256
Page 7
Applicant: Jahn Nguyen, Architects of Orange ZC No. 2024-01

EXHIBIT A

EXISTING ZONING DESIGNATION FOR BREA PLAZA SHOPPING CENTER



Ordinance No. 1256
Page 8
Applicant: Jahn Nguyen, Architects of Orange
ZC No. 2024-01

EXHIBIT B PROPOSED ZONING DESIGNATION FOR BREA PLAZA SHOPPING CENTER



EXHIBIT A OF RESOLUTION NO. 2025-18

BREA PLAZA SHOPPING CENTER RESIDENTIAL PROJECT DENSITY BONUS NO. 2024-01; PRECISE DEVELOPMENT NO. 2024-01; AND CONDITIONAL USE PERMIT NOS. 2024-03, 2024-04, AND 2025-05

CONDITIONS OF APPROVAL

Planning Division – Community Development Department

- 1. Development shall occur in substantial compliance with the plans and documents reviewed and approved by the City Council on April 1, 2025, which include the site plan, floor plans, and elevations on file in the Planning Division, the conditions contained herein, and all applicable Federal, State, County, and local regulations. The City Planner may approve minor modifications to the approved project plans.
- 2. The Applicant shall prepare and submit a physical copy (suitable for archival storage) of the final plans and technical studies to the Brea Planning Division prior to the issuance of any building permits for the development.
- 3. Final architectural elevation plans and details shall be provided at the time of plan check for the review and approval of the City Planner prior to the issuance of building permits. Architecture and design features shall be consistent with the specifications and details provided in the approved Project plans and shall include high-quality materials and finishes. Requests to modify the approved building elevations, materials and details, colors, and other architectural elevation features may be reviewed and approved by the City Planner.
- 4. Within 30 days of the issuance of the final invoice and prior to the issuance of any building permits, the Applicant is responsible for paying all charges related to the processing of the Project. Failure to pay all charges shall result in delays in the issuance of required permits or may result in the revocation of the approval of this application.
- 5. Prior to the issuance of any permit, the applicant shall obtain Plan Review approval for Building K from the Planning Division. The Plan Review shall ensure that the proposed modifications to Building K, including but not limited to architectural design, site layout, and parking adjustments, are in substantial conformance with the approved entitlement plans and comply with all applicable Codes.
- 6. Prior to issuance of any permits, the Applicant shall submit a detailed final landscape plan for review and approval of the City Planner:
 - a. The final landscaping plan shall be in substantial conformance with the conceptual landscape plan on file and comply with the City's Water Efficient Landscaping Requirements.

- b. The final landscaping plan shall incorporate, at minimum, one drought-tolerant California native tree.
- c. Said plans shall demonstrate compliance with all applicable landscaping requirements for the MU-II zone.
- d. Final landscape plans shall show all ground utility equipment and shall be properly screened by landscaping, paint, and/or screening materials or a combination thereof to be reviewed and approved by the City Planner.
- e. All landscaping and irrigation must be installed prior to the Certificate of Occupancy issuance.
- 7. All new landscaping shall be installed in conformance with the approved plans and applicable Brea City Code (BCC) and maintained in perpetuity. Landscaping shall be replaced in a timely manner in the event that it is removed, damaged and/or dead.
- 8. Prior to the issuance of a building permit, the Applicant shall submit photometric plans for review and approval by the Building Official and City Planner. Said plans shall show the location of all exterior lights, a measurement of light throughout the site, and include cut/specifications sheets for proposed lighting equipment.
- 9. Prior to the issuance of a building permit, final details regarding all window glazing and potentially reflective building surfaces, including balconies, shall be provided for the review and approval of the City Planner. Said glazing and surfacing shall be treated or designed in a manner to reduce glare impacts to adjacent uses, motorists, pedestrians, and wildlife (e.g. to reduce bird window strikes).
- 10. All roof-mounted and ground-mounted equipment shall be screened from public views at ground elevation. All screen designs shall be architecturally integrated with the building and shall be subject to the review and approval of the City Planner and Building and Safety Division.
- 11. Balcony run-off shall be integrated into the building structure and storm drain system. Balcony drain water shall not drain down the side of balconies and/or building exterior.
- 12. Prior to the issuance of any permit, the Applicant shall submit a parking management plan (PMP) to the Planning Division. The PMP shall implement parking demand strategies identified in the February 19, 2025 Parking Study prepared by LSA Associates. Strategies shall include, but are not limited to, the following:
 - a. Internally sharing parking resources;
 - b. Enforcement of parking management:
 - c. Establishing valet parking for Building K, depending on the future occupant;
 - d. Short-term and long-term bicycle parking; and
 - e. Residential overnight parking permits (on-site, within Project site).

The plan shall be modified and implemented as necessary to ensure adequate on-site parking. Any modifications to the parking management plans shall be reviewed and approved by the City Planner.

- 13. Prior to the establishment of valet parking operations for Building K, if applicable, approval of a Minor Conditional Use Permit (BCC Section 20.408.030) shall be required. All requests for valet parking must be accompanied by a Valet Parking Management Plan that demonstrates that the service will not result in insufficient or inadequate parking.
- 14. Prior to the issuance of any building permit for Project-related signage, the Applicant shall update the Brea Plaza Shopping Center comprehensive sign program to include the apartment building freeway sign and revised Building K elevations for review and approval of the City Planner. The sign program shall be in substantial conformance with approved entitlement plans and all applicable City of Brea regulations, including all State and regulations.
- 15. Prior to building final, the Applicant shall prepare and submit a written report demonstrating completion of the mitigation monitoring and reporting program for review and approval of the City Planner.
- 16. Residents shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area (specific to mixed-use development projects).
- 17. The Applicant shall in good faith consider a request from the developer of the adjacent private property (Assessor's Parcel Number 319-102-34) to enter into and execute an easement, agreement and/or any other appropriate instrument for pedestrian access to and across the site, as determined necessary, to the satisfaction of the Community Development Director.
- 18. Improvements that add square footage to Building G, approved as part of PD No. 2022-00078 (Planning Commission Resolution No. 2023-08), shall not be constructed.
- 19. All new electrical, telephone, community antenna, television, and similar service wires or cables that provide direct service to the property being developed shall be installed underground within the exterior boundary lines of such property unless deemed infeasible.
- 20. Any future tenant improvement and/or construction plans for a future land use shall demonstrate compliance with the minimum parking requirements, pursuant to BCC Section 20.08.040 (Off-Street Parking and Loading), to the satisfaction of the City Planner. The City reserves the right to require an updated shared parking analysis if deemed necessary.
- 21. All uses shall comply with the provision of BCC Chapter 20.20 including, but not limited to vibration, glare, emission of dust, smoke, and odors.

- 22. The Applicant shall work in good faith with the City to participate in a future micro-transit circulation system/program (e.g. trolley service, etc.) and to provide an on-site location stop to accommodate the said micro-transit, if such micro-transit program becomes available.
- 23. The Applicant shall comply with the Project-specific mitigation measures described in the mitigation monitoring and reporting program listed in the certified Environmental Impact Report adopted by City Council on April 19, 2022 (Brea Plaza Expansion Project Final Environmental Impact Report, State Clearinghouse [SCH] No. 2020079022), and as updated by EIR SCH No. 2020079022 Addendum No. 1.
- 24. Any permit is subject to expiration and revocation as provided in BCC Chapter 20.412.020, and said provisions are specifically made a part hereof without negating the applicability of any other provision of this title or any other ordinance.
- 25. Approval of General Plan Amendment No. 2024-01, Precise Development No. 2024-01, Density Bonus No. 2024-01 and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 are contingent upon City Council adoption of an ordinance, processed concurrently, to approve Zone Change No. 2024-01.
- 26. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of this permit; and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this permit and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this permit. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

Housing Division – Community Development Department

- 27. Six units shall be provided as rental affordable units for extremely low-income households for a minimum period of 55 years.
- 28. An Affordable Housing Agreement between the developer and the City, prepared by the City and executed by the City Manager shall indicate the number, type,

location, approximate size, and construction scheduling of all dwelling units. Provisions shall be provided for resale restrictions, monitoring affordability of the units, and the eligibility of the households. Prior to any permit issuance, this agreement shall be recorded in the office of the Orange County Recorder— our ordinance allows for the CM to sign and there's no mention of Council approval required.

Building and Safety Division – Community Development Department

- 29. All designs shall comply with the Codes adopted at the time of the permit submittal. Currently the 2022 CA Building, Mechanical, Electrical, Plumbing, Cal Green, Energy, Fire Codes, BCC & Ordinances. Any submittals received after December 31, 2025 shall be compliant with the 2025 California Building Standards Code.
- 30. Building permits are required for all the proposed work, California Building Code (CBC) 2022 Sec [A]105.1. Upon formal submittal:
 - a. At the time of building permit submittal, some required construction documents are: Architectural, Structural, Mechanical, Electrical, Energy, Plumbing, Civil (Grading, Erosion Control), Landscaping, Structural Calculations, Energy Calculations, MEP related Calculations & Equipment Cut Sheets, Specs & Geotechnical Report.

The following, if applicable, requires separate submittals and permit issuance:

- i. On-site & Off-site Demo work (Demolition Permit)
- ii. Building construction documents (Building Permit)
- iii. Civil construction documents (Grading Plans)
- iv. Landscape construction documents (Landscape Permit)
- v. Accessory structures construction documents (Miscellaneous Permit)
- vi. Fire Sprinklers (Fire Permit)
- vii. Fire Alarm (Fire Permit)
- viii. PV Systems (Building Permit)
- ix. Energy Storage System (Building Permit)
- x. Temporary Power (Temporary Permit)

- xi. Construction/Office Trailers (Temporary Permit)
- b. The planning entitlement conditions of approval and the geotechnical investigation report recommendations shall be pasted on plans.
- c. Provide a digital file for all structural calculations generated on excel spreadsheets.
- d. Bookmark and hyperlink the construction documents shall be bookmarked and hyperlinked.
- e. Construction plans shall indicate on the plans whether or not the site is within any of the following zones:
 - i. Methane zone
 - ii. Fire zone
 - iii. Flood zone
 - iv. Liquefaction zone
- f. Any code deviations would require the submittal of Alternative Materials, design, and Methods (CBC Sec. [A]104.11) or Modification request (CBC Sec. [A]104.10). Code sections and alternatives are required with complete justification for the request.
- 31. Temporary structures (i.e. construction trailers and power poles) require a building permit, and such permit would be valid for 180 days.
- 32. Upon formal submittal of building permits to the Building & Safety Division, the applicant shall submit a photometric plan showing exterior illumination to be not less than 1 foot-candle at the walking floor surface along the accessible route and path of travel components.
- 33. Entry doors from interior corridors must provide a minimum STC of 26.
- 34. Penetrations or openings in sound rated assemblies must be treated to maintain required ratings.
- 35. Floor-ceiling assembly design must provide a minimum STC of 50, based on lab tests. Field tested assemblies must provide a minimum FIIC of 45.
- 36. Structural details and calculations shall be provided for storefronts, curtain walls, glass railing, louvers, canopies, green walls, mechanical screens, stone veneers, fire sprinklers' supports and lateral bracing.

- 37. All exterior windows, doors, and sliding glass doors shall have a positive seal and leaks/cracks must be kept to a minimum.
- 38. A separate water meter for the landscaping shall be provided, clearly identify meter on the utility plans and the landscape plans.
- 39. All MEP equipment heavier than 300 lbs. must provide anchorage calculations, details and the details shall be reference on plans.
- 40. Upon formal submittal to the Building & Safety Division, clearly show on plan all ADA standard & van accessible stalls required, and those shall be located the closest to the main entrance.
- 41. Upon formal submittal to the Building & Safety Division, clearly identify on plans all units shall be adaptable (ADA) or visitable units.
- 42. In the event the Project receives Federal, State or Local funding, the Project shall fully comply with accessibility (ADA) requirements as prescribed on CBC 2022 Chapter 11B.
- 43. Upon formal submittal to the Building & Safety Division for grading or construction permits, a site-specific geotechnical investigation report is required. The geotechnical feasibility study submitted for review during the planning entitlement review will not be accepted as part of a formal submittal to the Building & Safety Division.
 - a. The geotechnical engineer of record shall review the grading plans, foundation plans and foundation details for conformance with the Geotechnical Investigation Report, stamp and sign the plans and details.
- 44. The Applicant shall provide written evidence to the Brea Building & Safety Division that a geotechnical engineer has been retained to monitor the grading operation and assure implementation of the site grading recommendations. All recommendations shall be implemented to the performance standards specified in the Geotechnical Investigation report and to the satisfaction of the geotechnical engineer, City Engineer and Building Official. Evidence of implementation shall be provided to the Building & Safety Division prior to issuance of a building permit.
- 45. Upon formal submittal to the Building & Safety Division for grading or construction permits, a ground motion hazard analysis shall be performed and submitted in accordance with ASCE 7-16 Sec. 11.4.8 (Section 21.2) for this development.
- 46. Upon formal grading permit submittal to the Building & Safety Division, a color exhibit plan on the civil drawings showing the cut and fill areas shall be provided.

- 47. Prior to the start of demolition of the existing Building K, an asbestos and lead analysis report shall be submitted for review to the Building and Safety Division. If asbestos and/or lead is found on the building structure, it shall be removed and properly disposed of prior to commencing any demolition work.
- 48. Deferred submittal items shall have the prior approval of the building official, the applicant shall discuss with the building official whether or not the proposed deferred submittals will be allowed to be deferred.
- 49. Prior to the final building inspection, a building height certificate shall be prepared by a licensed civil engineer or surveyor registered in the state of California and it shall be submitted to the Building Official for review.
- 50. Prior to the building final inspection, an independent CASp report for new buildings and adjacent areas shall be submitted to the Building Official for review. Said report shall identify any project deficiencies with recommendations for the owner to resolve all deficiencies prior to the Certificate of Occupancy issuance.
- 51. Prior to the Certificate of Occupancy issuance, all outstanding fees for the Project shall be paid.
- 52. Full project review shall be conducted when complete construction documents are submitted to the Building & Safety division.
- 53. Additional requirements may be imposed when the Project is submitted for Building & Safety Department plan check review and approval.

Public Works Department

- 54. The Applicant shall provide Site and Building Demolition Plans for the demolition of the existing site and building infrastructure. The Site and Building Demolition Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the Building & Safety Division and City Engineer. Said plans shall include an Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached in case of emergency. Applicant shall obtain approval of the Site and Building Demolition Plans, prior to the issuance of any building permit for any proposed development phase.
- 55. Prior to the issuance of any building permits for the proposed developed site conditions, the Applicant shall submit and obtain approval for the Precise Grading Plans and all applicable technical studies. The Precise Grading Plans and technical studies shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the Building & Safety Division and City Engineer. The Precise Grading Plan submittal shall include the following items:
 - a. Construction Document Plans for the review and approval of the Building
 & Safety Division and City Engineer. The Construction Document Plans

shall identify all improvements required to facilitate the proposed development and associated infrastructure improvements, to the satisfaction of the City Engineer. Said Construction Document Plans shall include an Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached in case of emergency;

- Soils Report for the review and approval of the Building & Safety Division and the City Engineer;
- c. Final Sanitary Sewer Capacity Analysis for the review and approval of the City Engineer;
- d. Final Hydrology & Hydraulic Study for the review and approval of the City Engineer. Said study shall meet all City and Orange County requirements;
- e. Final Water Quality Management Plan (WQMP) for the review and approval of the City Engineer;
- f. Final Water Demand Analysis for the review and approval of the City Engineer;
- g. Solid Waste/Trash Collection Circulation Plan for the review and approval of the City Traffic Engineer;
- h. On-site Circulation Plan as requested for the review and approval of the City Traffic Engineer.
- Prior to construction permit submittal, the Applicant shall submit an Address Request Application and submit via email to pwenchroachmentper@cityofbrea.gov. To obtain the application, please visit the following link: https://www.ci.brea.ca.us/DocumentCenter/View/14699/Address-Request-Application-080323.
- 57. The Applicant shall maintain the Storm Water Pollution Prevention Plan during construction in accordance with NPDES guidelines, which shall incorporate all best management practices to mitigate pollutant runoff during construction.
- 58. The Applicant shall be responsible for the maintenance of all temporary and permanent Best Management Practices (BMP's) and associated infrastructure located on public or private property.
- 59. The Applicant and any future successors, shall adhere to the approved Final WQMP during the life of the Project.
- 60. The Applicant shall maintain all public and private drainage facilities in good working order at all times.

- 61. The Applicant shall be responsible to obtain all necessary permission to perform any work on adjacent private properties or within easement areas.
- 62. Prior to the issuance of any building permits for the proposed development, the Applicant shall provide verification to the satisfaction of the City Engineer, that all parties that have easements over the property, including entities such as dry utility purveyors, have granted authorization to construct the proposed improvements within existing easement areas or that all existing easements have been modified, removed, and/or quitclaimed or abandoned to accommodate the proposed development.
- 63. All improvements associated with the proposed development that are located within, and/or impacting facilities located within, easement areas within the property, including easements granted to entities such as dry utility purveyors, shall be constructed to the satisfaction of the easement holders and meet all associated local jurisdictional requirements.
- 64. All new improvements associated with the proposed development and property that are located on adjacent private property, shall be constructed to the satisfaction of the adjacent private property owners and meet all associated local jurisdictional requirements. Prior to the issuance of any building permits for the proposed developed site conditions or for new improvements proposed to be located on adjacent private property, the Applicant shall provide verification to the satisfaction of the City Engineer, that all adjacent private property owners have granted permission and authorization to perform the proposed work on the adjacent private property, and that agreements and/or easements are in place to allow for private improvements to be located on the adjacent property.
- 65. The Applicant shall prepare easement documents for all proposed easements, easement modifications, and easement quitclaims or abandonments as identified on the plans approved by the City Council, and for all proposed easements necessary to facilitate the proposed development, meeting all current City standards and all other jurisdictional requirements. Said proposed easements include, but are not limited to, public service easements, private driveway and access easements, and utility easements. Requirements to this condition are as follows:
 - a. Prior to the issuance of any building permits for the proposed developed site conditions, and prior to submittal to the Orange County Surveyor's Office, the Applicant shall submit all easement documents for all proposed easements to the City Engineer for conformance review and approval.
 - b. Prior to the issuance of any building permits for the proposed developed site conditions, the Applicant shall provide verification, to the satisfaction of the City Engineer, that all parties with rights to the existing private driveway and access easement(s) have granted authorization of the easement relocation.

- c. Prior to the issuance of any building permits for the proposed developed site conditions, the Applicant shall submit all easement documents to the Orange County Surveyor's Office for review and approval, including all legal descriptions, maps, and any required supplemental information. The Applicant shall provide to the City Engineer documentation of submittal of all easement documents to the Orange County Surveyor's Office prior to the issuance of any building permits for the proposed developed site conditions.
- d. Prior to the Certificate of Occupancy issuance, the Applicant shall demonstrate that all proposed easement documents have been recorded at the County of Orange.
- 66. No proposed trees, structures for private utility infrastructure, lighting structures, utility vaults or cabinets; structures or walls with footing or foundation elements; building foundations, structural slabs, or building structural members; shall be located within existing or proposed public easement areas, or within the public right-of-way.
- 67. Domestic, irrigation, and fire services shall be replaced with new service connections consistent with the Conceptual Utility Plan.
- 68. All proposed domestic, irrigation, and fire services shall be per the latest City of Brea Public Works Standards, meeting all City Building & Plumbing Code requirements. All proposed water and fire service connections shall be made to the existing private water main located within the private property to the satisfaction of the City Engineer and the Brea Fire Department.
- 69. The Applicant shall install all water meters, vaults, fire hydrants, FDC's, and above ground backflow prevention devices for all domestic, irrigation, and fire services and systems, at locations to the satisfaction of the City Engineer, the Building & Safety Division, and the Brea Fire Department.
- 70. All existing and proposed fire hydrant and fire service infrastructure locations shall be subject to the review and approval of the City Engineer, the Building & Safety Division, and the Brea Fire Department. Installation of fire hydrants and fire service infrastructure shall be in accordance with City of Brea Public Works Standards and all applicable building codes.
- 71. All proposed sanitary sewer laterals and connections shall be per City of Brea Public Works Standards, shall meet all City Building and Plumbing Code requirements, shall be connected to the on-site private sanitary sewer main located within the existing private property, and shall be to the satisfaction of the City Engineer and the Building & Safety Division.
- 72. The proposed development shall only be served by underground distribution utilities.

- 73. Prior to the Certificate of Occupancy issuance, the Applicant shall pay all applicable impact fees and connection fees as set forth in the City ordinances and in effect at the time of permit approval.
- 74. Prior to the issuance of any building permit, a completed Waste Management Plan (WMP) shall be submitted through Green Halo Systems by the Applicant and approved by the Public Works Department to ensure compliance with CALGreen and SB 1383 requirements. Each individual building permit shall include its own separate WMP submittal through Green Halo Systems for the proposed scope of work associated with each building permit.
- 75. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall prepare Public Improvement Plans for the review and approval of the City Engineer, for all public improvements located within the public right-of-way of S. Associated Road or within adjacent easement areas. The Public Improvement Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Prior to any building permit issuance for the proposed developed site conditions, the Public Improvement Plans shall be approved by the City Engineer. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the Certificate of Occupancy issuance. The public improvements shall include, but are not limited to, the following items:
 - a. Construction of a traffic signal, including, but not limited to, new electrical service connection, adaptive control, safety lighting, northbound left-turn arrows, and pedestrian, vehicle, and bike detection, at the intersection of S. Associated Road and the southerly driveway of the Brea Plaza development. The proposed traffic signal construction shall include all traffic signal infrastructure and associated improvements to facilitate full operations of the traffic signal to the satisfaction of the City Traffic Engineer and City Engineer;
 - b. Installation of all signage and striping improvements as necessary to implement the new traffic signal improvements at the intersection of S. Associated Road and the southerly driveway of the Brea Plaza development to the satisfaction of the City Traffic Engineer;
 - c. Installation of 2-inch conduit, pullboxes, fiber optic cable, and associated communications infrastructure required to connect the new traffic signal and video/surveillance systems at the intersection of S. Associated Road and the southerly driveway of the Brea Plaza development to the City of Brea's communication system at the intersection of S. Associated Road & Greenbriar Lane to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer;
 - d. Construction and implementation of all Integrated Crime Center (ICC) improvements located within the public right-of-way or public easement areas, as identified by the Brea Police Department. ICC improvements

may include, but are not limited to, the installation of PTZ surveillance cameras and automated license plate reading (ALPR) cameras, and all electrical and communications connections to facilitate full operations and connectivity to the existing City of Brea communications system. All improvements shall be designed and installed to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer;

- e. Dedication of all easements and implementation of improvements required to facilitate the construction and full operation of the traffic signal and ICC improvements and to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer;
- f. Removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, utility meters, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
- 76. All improvements and work within the Orange County Flood Control District (OCFCD) property or easement areas shall be constructed to the satisfaction of OCFCD and meet all associated local jurisdictional requirements.
- 77. The Applicant shall submit a Caltrans Encroachment Permit Application and obtain approval from Caltrans for all improvements, construction, or staging located within or impacting the Caltrans public right-of-way.
- 78. All public improvements, and improvements within the public right-of-way and public easement areas, shall be designed and constructed per current City standards and all other jurisdictional requirements, and shall be to the satisfaction of the City Engineer.
- 79. The Applicant shall enter into an Encroachment License Agreement with the City of Brea for all private improvements or non-standard improvements, improvements not in accordance with City of Brea Standard Plans and standards, located within the public right-of-way or within public easement areas.
- 80. All existing public utilities located within the public right-of-way or within existing easements are to be protected in place, unless indicated otherwise by improvement plans approved by the City Engineer.
- 81. A City of Brea Public Works Encroachment Permit shall be obtained prior to any construction, improvements, or staging in the public right-of-way or within existing public easement areas.
- 82. The Applicant shall complete the construction of all public improvements in the public right-of-way and within public easement or right-of-way dedication areas to the satisfaction of the City Engineer, and enter into a Subdivision Improvement Agreement and guarantee the installation of these improvements by providing sufficient bonds or sureties for both Faithful Performance and Labor and

- Materials in a form approved by the City Attorney before the approval of the Lot Line Adjustment. All bonds or sureties shall be provided in an amount to the satisfaction of the City Engineer.
- 83. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall submit a Lot Line Adjustment for review and approval of the City Engineer. The Lot Line Adjustment shall be submitted to the City Engineer for review and approval prior to submittal to the County of Orange for recordation. The Lot Line Adjustment shall be recorded with the County of Orange prior to the Certificate of Occupancy issuance. The Lot Line Adjustment shall be in accordance with all requirements set forth in the Subdivision Map Act and the BCC.
- 84. Applicant shall be responsible to prepare all documentation and pay for any publication fee (if applicable) for the proposed lot line adjustment, dedications, and/or vacations of right-of-way or easements.
- 85. Prior to the release of all Faithful Performance Bonds and Labor and Materials Bonds, all improvements shall be completed, constructed, and accepted by the City, and a warranty bond shall be provided in accordance with the Subdivision Improvement Agreement.

Fire Department

- 86. Final fire and life safety conditions will be addressed when the Fire Department reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes which are in effect at time of building plan submittal.
- 87. Prior to any permit issuance, the applicant/developer shall submit a Brea Fire Master Plan which shall include an approved site plan for fire lanes and signage (CFC 501.3).
- 88. Prior to grading permit issuance, an Alternative Materials & Methods Request permit shall be issued.
- 89. The Fire Code Official is authorized to enforce the fire safety during construction requirements of CFC Ch. 33.
- 90. The permanent building address shall be provided and either internally or externally lit during hours of darkness. The address shall be clearly visible from the street fronting the property. The numbers shall be a minimum of 12" in height with a minimum stroke of 1". The background and numbers shall be highly contrasting.
- 91. A fire hydrant shall be located within 50 feet of the FDC for buildings protected with a fire sprinkler system.

- 92. Prior to any permit issuance, soil testing is required, which may require methane mitigation.
- 93. Prior to issuance of any permit, provide a fire flow report that has been completed within the last 6 months. The test flow shall be completed from the closest fire hydrant to the property. The minimum fire flow requirement is 2,500 GPM for 2-hours. The actual fire flow requirement will be based on the construction drawings issued for either the grading or construction permit (CFC 507.3).
- 94. Prior to Building Final, the applicant/developer shall install a fire sprinkler and standpipe system based on the information provided. Fire sprinkler plans shall be submitted to the Fire Department prior to installation (CFC 903).
- 95. Prior to Building Final, the applicant/developer shall install a monitored fire alarm system in accordance with CFC Section 907. Plans shall be submitted to the Fire Department prior to installation (CFC 907).
- 96. Prior to Building Final, a "Knox Box Rapid Entry System" shall be provided if deemed necessary. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. Electric powered gates shall be provided with Knox key switches for access by emergency personnel. Where manual operated gates are permitted, they shall be provided with a Knox box or Knox padlock (CFC 506.1 & 503.6).
- 97. Prior to the Certificate of Occupancy issuance, the building shall be provided with an emergency radio communication enhancement system that complies with the City of Brea, Guideline for Emergency Radio Responder Coverage. Plans for the emergency radio communication enhancement system shall be submitted to the Brea Fire Department for review and approval prior to installation.
- 98. Additional requirements may be imposed when the Project is submitted for Fire Department plan check review/ approval.

Police Department

- 99. Prior to issuance of any building permits, the Applicant shall pay all applicable impact fees as set forth in the City ordinances and in effect at the time of permit approval.
- 100. The City has established an Integrated Crime Center (ICC). The ICC is a system comprised of advanced technology that is revolutionizing how the Brea Police Department prevents, manages, and solves crime. The Project will benefit from the installation of various ICC elements in the vicinity of the development that will allow the Brea Police Department to generate investigative leads, manage critical incidents in real-time, monitor special events, conduct traffic management and Emergency Operation Center functions, and conduct other crime prevention and suppression activities. The applicant is; therefore, required to provide the following ICC elements:

- a. Prior to the Certificate of Occupancy issuance:
 - The Applicant is required to design and install an extension of the City's fiber optic communications system from the traffic signal control cabinet at the intersection of S. Associated Road & Greenbriar Lane to the new traffic signal control cabinet installed at S. Associated Road and the southerly driveway of the Brea Plaza development on S. Associated Road. This new communications path will provide both ICC connectivity and traffic signal control and communications. Modifications surveillance the communication system may include, but are not limited to, installation of 2-inch conduit, pullboxes, fiber optic cable, communications cables. and associated communications infrastructure as required to connect in the ICC elements and new traffic signal. The installation of all improvements in the public rightof-way must comply with the specific requirements set by the Department of Public Works and the Police Department and is subject to the approval of the City Engineer and City Traffic Engineer to ensure compliance with all relevant technical and safety standards.
 - ii. The Applicant shall provide funding for the procurement and installation of one PTZ video surveillance camera as determined and approved by the Brea Police Department. That camera is to be installed on a new traffic signal pole at the intersection of S. Associated Road & the southerly driveway of the Brea Plaza development on S. Associated Road as determined by the Brea Police Department, the City Traffic Engineer, and the City Engineer.
 - iii. The Applicant shall provide funding for the procurement and installation of two ALPR cameras installed on the property as previously outlined. The ALPR cameras and their orientation are to be determined and approved by the Brea Police Department and the Community Development Department.
 - iv. The Applicant shall provide access to the Project site's CCTV network for ingestion into the Police Department's Video Management System, for both live viewing and recording. This access can be provided via hardwire connection to the City's communication system at the new traffic signal, or via another method deemed reliable by the Police, Information Technology, and Public Works departments.

Community Services Department

101. Prior to the Certificate of Occupancy issuance, the Applicant shall pay Park Development Fees applicable to multiple-family residential units, as set forth in the City ordinances and in effect at the time of permit approval.

Mitigation Compliance

- 102. The Applicant shall comply with all plans, programs, and policies (PPP) and the required mitigation measures (MM) included in the Mitigation Monitoring and Reporting Program listed in the Project's Final Environmental Impact Report, as modified:
 - a. **PPP AE-1:** The proposed project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with municipal code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.
 - b. PPP AE-2: For parking areas, the proposed project is required to maintain an equivalent of one foot-candle of illumination on the average throughout the parking area. The lighting is required to be on a timeclock or photosensor system. The lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line shall be permitted in accordance with municipal code Section 20.08.040(C)(5), Lighting.
 - c. **PPP AE-3:** All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises in accordance with municipal code Section 20.220.040(L), Lighting. Lighting for nonresidential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in compliance with Section 20.08.040(C)(5).
 - d. PPP AE-4: Signs shall be located in a manner to ensure that sight distance is not impaired at any locations for vehicular traffic to and from the premises, in accordance with municipal code Section 20.28, Signs. The Brea Plaza comprehensive sign program will be amended, subject to Planning Commission approval. The proposed signage for the Brea Plaza Shopping Center on the residential building requires review by the Planning Commission to ensure that its size, location, content, coloring, or manner of illumination does not constitute a traffic hazard or a detriment to traffic safety by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device, or by diverting or tending to divert the attention of drivers of moving vehicles from the traffic movement on the public streets and highway. Pursuant to Municipal Code Section 20.28.230, Sign Illumination, the approval of any illuminated sign shall not be final until 30 days after installation, during which period the Community Development Director or his or her designee may order the dimming of any illumination found to be excessively brilliant.
 - e. **PPP AE-5:** Loading areas for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from

view from the residential portion of the project and streets, in compliance with subsections 20.236.040(E), Walls and Fences, and 20.220.040(F), Fences, Walls, and Hedges, and subparagraph K. Screening and buffering standards for loading areas shall be compatible in architectural design and details with the overall project. The location and design of loading areas shall mitigate nuisances from odors when residential uses might be impacted, in accordance with subsection 20.258.030(I)(3), Loading Areas.

- f. PPP AE-6: Recycling and refuse storage facilities for nonresidential uses shall be as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with the standards in subsections 20.236.040(E), Walls and Fences, and 20.220.040(F), Fences, Walls, and Hedges, and subparagraph K, Screening and Buffering. Recycling and refuse storage facilities for nonresidential uses should be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted, in accordance with the standards in subsection 20.258.030(J), Recycling and Refuse Storage Facilities.
- g. **PPP AE-7:** In accordance with Section 20.258.030(D), Specific Development Standards for all Mixed-Use Projects, of the Brea Municipal Code, the architectural style and use of quality materials shall be consistent throughout the entire project; however, differences in architectural details and/or materials may occur to differentiate between the nonresidential and residential portions of the project.
- h. **PPP AE-8:** In accordance with Section 20.258.030(D)(3.F), Specific Development Standards for all Mixed-Use Projects, of the Brea Municipal Code, the design of the residential portion of the project shall be consistent with the design guidelines for multi-family residential development. In accordance with Section 20.258.030(A)(2), Specific Development Standards for all Mixed-Used Projects MU-I Zoning Districts, of the Brea Municipal Code, nonresidential and residential uses shall be vertically integrated whenever possible; however, stand-alone residential projects and stand-alone nonresidential projects are allowed when planned and designed as an integrated element of a larger mixed-use development area.
- i. PPP AIR-1: New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building and Energy Efficiency Standards became effective January 1, 2023. The Building Energy and Efficiency Standards and CALGreen are updated tri-annually with a goal for nonresidential buildings to achieve zero net energy by 2030.

- j. **PPP AIR-2:** New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new buildings, or meet local bicycle parking ordinances, whichever is stricter.
- k. PPP AIR-3: New buildings are applicable to adhere to the California Green Building Standards Code (CALGreen) mandatory measures for indoor air quality and to provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of MERV 13 filters as deemed necessary and/or in effect at the time of building permit issuance.
- PPP AIR-4: Construction activities will be conducted in compliance with California Code of Regulations Title 13 Section 2449, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- m. **PPP AIR-5:** Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to:
 - Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
 - Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."
 - Rule 1113, which limits the volatile organic compound content of architectural coatings.
- n. PPP BIO-1: In compliance with the California Fish and Game Code, birds and their active nests are protected; therefore, the trees on-site would be removed outside of the nesting season, either prior to February 15 or after August 15.
- o. PPP CUL-1: Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.
- p. **PPP CUL-2:** The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.

- q. **PPP CUL-3:** Adverse impacts to paleontological resources from developments on public lands (state, county, city, and district) require reasonable mitigation. (PRC Section 5097.5)
- r. **PPP CUL-4:** If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5).
- s. **CUL-1**: If cultural resources are encountered during ground-disturbing activities, work in the immediate area shall cease, and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find(s). If the discovery proves to be significant under CEQA, additional work, such as data recovery excavation and the preparation of an Archaeological Resources Treatment Plan prepared by the qualified archaeologist in consultation with the City, may be warranted and will be reported to the City.
- t. CUL-2: Monitoring of mass grading and excavation activities in the areas identified as likely to contain paleontological resources by a qualified paleontologist who meets the standards of the Society of Vertebrate Paleontology. A paleontologist shall be on call in the event that paleontological resources are found during ground-disturbing activities. The paleontologist shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossils. The paleontologist shall be empowered to temporarily halt or divert equipment to allow for the removal of abundant or large specimens in a timely manner, and comply with the standard procedures listed by the Society of Vertebrate Paleontology Impact Mitigation Guidelines Revision Committee.
- u. PPP E-1: New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards became effective on January 1, 2023. The Building Energy Efficiency Standards and CALGreen are updated tri-annually with a longer-term goal to achieve zero net energy.
- v. **PPP E-2:** New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking

- ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).
- w. **PPP E-3:** California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen §§ 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- x. **PPP E-4:** Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- y. **PPP E-5:** New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- z. **PPP GHG-1:** New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards will become effective on January 1, 2023. The Building Energy Efficiency Standards and CALGreen are updated tri-annually with a longer-term goal to achieve zero net energy.
- aa. **PPP GHG-2:** New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new buildings, or meet local bicycle parking ordinances, whichever is stricter. Development of the project would require provision of anchored bicycle racks and long-term secured bicycle parking.
- bb. PPP GHG-3: California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen §§ 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- cc. **PPP GHG-4:** Construction activities are required to adhere to California Code of Regulations, Title 13, Section 2449, which requires that nonessential idling of construction equipment be restricted to five minutes or less.

- dd. **PPP GHG-5:** New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- ee. **PPP LU-1:** As part of the project review process, the City of Brea is requiring that the project applicant prepare a parking study.
- ff. **PPP NOI-1:** Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays.
- gg. **PPP NOI-2:** The project will comply with City of Brea's stationary exterior noise standards.
- hh. **PPP NOI-3:** The project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor.
- ii. **PPP NOI-4:** The residential development will comply with the California Building Code (CBC), Title 24, Part 2, Volume 1, Chapter 12, Interior Environment, Section 1207.11.2, Allowable Interior Noise Levels. Nonresidential development will comply with the CBC, Title 24, Building Standards Administrative Code, Part 11, CALGreen.
- jj. **PPP NOI-5:** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. in accordance with Section 20.258.030 (H)(1) Hours of Operation of the Brea Municipal Code.
- kk. **PPP NOI-6:** The covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week in accordance with Section 20.258.030 (H)(3) Loading and Unloading Activities, of the Brea Municipal Code.
- II. PPP NOI-7: Residents of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4) Noise Notification, of the Brea Municipal Code.
- mm. **PPP NOI-8:** Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical

- design features of the structure required to satisfy the exterior and interior noise standards in accordance with Section 20.258.030 (H)(6) Sound Mitigation, of the Brea Municipal Code.
- nn. **PPP NOI-9:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- oo. PPP POP-1: Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- pp. PPP PS-1: Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- qq. PPP PS-2: Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- rr. **PPP PS-3:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- ss. **PPP PS-4:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- tt. **PPP PS-5:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- uu. **PPP PS-6:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid

- creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- vv. **PPP PS-7:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- ww. **PPP PS-8:** Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.
- xx. **PPP PS-9:** Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.
- yy. **PPP REC-1:** The proposed project is required to comply with Brea Municipal Code Section 18.64.080 that establishes the subdivision regulations for the provision of park and recreational facilities through land dedication, installation of improvements, payment of in-lieu fee thereof, or a combination. New development is required to fund park and recreational development and improvements through the payment of park development fees.
- zz. PPP TRAF-1: The proposed project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 996). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees offset or mitigate the cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.
- aaa. **PPP TRAF-2:** Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval of the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.
- bbb. **PPP TRAF-3:** The proposed project is required to implement the following bicycle safety improvements as a condition of approval. The project shall restripe the west leg of the intersection of South Associated Road at Birch Street to provide an exclusive east-bound right-turn pocket. To implement this improvement, the existing traffic signal at South Associated Road and Birch Street shall be modified to allow for an eastbound right-turn overlap phase. In addition, the existing R73- 5(CA) sign for the northbound left-

turn lanes shall be replaced with a R73-6(CA) sign to restrict U-turns in the northbound direction.

- ccc. **PPP TCR-1:** Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered on the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact the NAHC by telephone within 24 hours.
- ddd. TCR-1: Prior to the commencement of any ground disturbing activity within the Project area, the Applicant shall retain two total Native American Monitors, each approved by the tribes that consulted on this Project pursuant to Assembly Bill 52 and Senate Bill 18 (the "Tribe" or the "Consulting Tribe"), and in concurrence with the City of Brea as the CEQA lead agency. The Applicant shall coordinate with each of the Consulting Tribes to develop an executed contract to pay for tribal monitors to be present during ground-disturbing activities. Prior to the issuance of any permit necessary to commence a ground-disturbing activity, a copy of the executed contract shall be submitted to the City of Brea Community Development Department.
 - The Tribal monitors will only be present on-site and on off-site portions of the area included as part of the Project grading or improvement permits during the construction phases that involve ground-disturbing activities. Ground-disturbing activities are defined by the Tribes as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area.
 - The Tribal Monitors shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified.
 - The monitoring shall be concluded when all ground-disturbing activities within the Project area are completed, or when the Tribal Representatives and Tribal Monitors have indicated that all upcoming ground-disturbing activities have little to no potential for impacting Tribal Cultural Resources.
- eee. **TCR-2:** If tribal cultural resources are inadvertently discovered during ground disturbing activities for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:
 - Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed.
 - All Tribal Cultural Resources unearthed by Project activities shall be evaluated by the qualified archaeologist and Tribal monitors approved by the Consulting Tribes. If the resources are Native

- American in origin, Consulting Tribes will share finds with one another and will retain it/them in the form and/or manner the Tribes deems appropriate, for educational, cultural and/or historic purposes. If agreement cannot be reached as to the disposition of cultural materials, they shall be curated at Western Science Center by default.
- If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease within 100 feet of the discovery, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.
- Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
- fff. **PPP USS-1**: The project will pay the Sanitary Sewer Connection Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea Municipal Code.
- ggg. **PPP USS-2:** The project will pay the water impact fees and water connection fees collected by the City of Brea, which covers costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.

- hhh. **PPP USS-3:** Landscaping installed on-site shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.
 - iii. **PPP USS-4:** Plumbing fixtures installed on-site shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.
- jjj. **PPP USS-5:** The project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the City's Municipal Code.
- kkk. **PPP USS-6:** The project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed project to prepare and implement a WQMP to:
 - Control release of contaminants into storm drain systems.
 - Educate the public about stormwater impacts.
 - Detect and eliminate illicit discharges.
 - Control runoff from construction sites.
 - Implement BMPs and site-specific runoff controls and treatments.
- III. **PPP USS-7:** California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale and the amount (by weight or volume).
- mmm. **PPP USS-8:** The project will abide by AB 341 and AB 1826. The project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.



Planning Commission Communication

A. Brea Plaza Shopping Center Apartment Project (Brea Plaza Living) – General Plan Amendment No. 2024-01, Zone Change No. 2024-01, Density Bonus No. 2024-01, Precise Development No. 2024-01 and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05.

A request to allow construction of a new residential development consisting of a 120-unit apartment building atop a parking structure at 1639 East Imperial Highway.

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	PUBLIC HEARINGS Item: 3A.
ТО	FROM
Chair and Members of the Planning Commission	Joanne Hwang, City Planner

EXECUTIVE SUMMARY

The Applicant, Jahn Nguyen with Architects of Orange, is requesting approvals of General Plan Amendment (GPA) No. 2024-01, Zone Change (ZC) No. 2024-01, Density Bonus (DB) No. 2024-01, Precise Development (P-D) No. 2024-01, and Conditional Use Permit (CUP) Nos. 2024-03, 2024-04, and 2025-05 to allow construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 spaces, a surface parking area with 53 parking spaces, modification to the off-street parking requirements based on a shared parking analysis and a comprehensive sign program amendment at 1639 East Imperial Highway, in the General Commercial (C-G) Zone with a Precise Development (P-D) Overlay.

RECOMMENDATION

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

- 1. Approve the Addendum to the Final Environmental Impact Report (FEIR) for the Brea Plaza Expansion Project (EIR SCH No. 2020079022 Addendum No. 1) pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164;
- 2. Adopt resolutions approving the following entitlements, based on findings and conclusions, subject to the recommended conditions of approval (Attachment B):
 - b. GPA No. 2024-01, to modify the Project site's General Plan land use designation from General Commercial to a Mixed Use II land use designation;
 - c. DB No. 2024-01, to utilize the following Density Bonus provisions: 1) Density Bonus parking standards; 2) one Density Bonus concession/incentive for exemption from City's Art in Public Places requirement; 3) five Density bonus waivers of development standards, which includes the increase of the maximum height to 64'-4", reduction of the rear setback to 3'-6", reduction of common open space requirement to 49.75 square feet per dwelling unit, reduction of the private open space requirement to 53 square feet per dwelling unit and waiver of the required landscaping for building perimeter; and 4) one additional incentive under BCC Chapter 20.40 requesting deferred payment of development impact fees to certificate of occupancy;
 - d. P-D No. 2024-01, to construct a four-story, 120-unit residential building atop a two-level parking structure; and

- e. CUP Nos. 2024-03, 2024-04, and 2025-05, authorizing the following:
 - i. Multi-family dwelling land use in the MU-II zone,
 - ii. Modifications to the off-street parking requirement through a shared parking analysis for a mixeduse project, and
 - iii. Comprehensive sign program amendment to the Brea Plaza Shopping Center Comprehensive Sign Program to add a freeway-oriented wall sign.
- 3. Adopt an ordinance approving ZC No. 2024-01, to modify the Project site from General Commercial (C-G) Zone with a Precise Development (P-D) Overlay to a Mixed-Use II (MU-II) Zone.

BACKGROUND

<u>Project Location</u>

The Project site, commonly known as Brea Plaza Shopping Center (Brea Plaza), is approximately 15.58 acres and is bounded by Associated Road to the east, Imperial Highway to the south, and 57 Freeway to the west. The Project construction area is approximately 1.7 acres and is located in the northwest portion of the site. Figure 1 below shows the Project construction area outlined in yellow, with the boundary of Brea Plaza highlighted in orange. Brea Plaza features a mix of retail, restaurants, and service-oriented businesses. The Project site has a General Plan Land Use designation of General Commercial and zoning designation of General Commercial (C-G) Zone with a Precise Development (P-D) Overlay. The surrounding land uses and zoning designation are shown in Tables 1 and 2 below.

TABLE 1 – SURROUNDING LAND USES

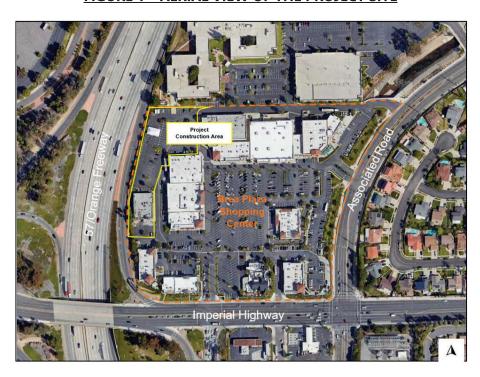
North	Office use and single-family residences
East	Single-Family residences (Across Associated Road)
South	Commercial uses in the City of Fullerton (Across Imperial Highway)
West	57 Freeway and Brea Mall

TABLE 2 – SURROUNDING ZONING DESIGNATIONS

North	General Commercial (C-G) with a Precise Development (P-D) Overlay; and R-2 Multi-Family Residential (Across Greenbriar Lane)
East	R-1 Single Family Residential (R-1) (Across Associated Road)
South	City of Fullerton (Across Imperial Highway)
West	Mixed-Use I (MU-I) and Major Shopping Center (C-C) (Across 57 Freeway)

Brea Plaza is currently developed with 158,691 square feet of commercial buildings, including restaurants, specialty stores, personal services, and a grocery store, along with surface parking areas with 754 parking spaces and associated landscaping, lighting, and monument and wayfinding signs. Ingress and egress to the site is provided by two driveway approaches off Imperial Highway and two driveway approaches off Associated Road. The aerial view of the Project site is Figure 1 below.

FIGURE 1 – AERIAL VIEW OF THE PROJECT SITE



The Technical Background Summary and the Vicinity Map are provided in Attachments C and D, respectively.

Entitlement History

- On November 25, 1975, the Planning Commission adopted Resolution No. PC 305-75, approving Precise Development No. 19-75 to allow the construction of Brea Plaza. Resolution No. PC 305-75 also certified an associated Environmental Impact Report (EIR) pursuant to CEQA.
- On December 28, 1976, the Planning Commission adopted Resolution No. PC 405-76, approving Precise
 Development No. 20-76 to allow four commercial buildings within the Brea Plaza. Two of these buildings are
 presently occupied by Buca Di Beppo and Lucille's BBQ, while the other two buildings have been
 demolished.
- On February 12, 1991, the Planning Commission adopted Resolution No. PC 91-8, approving CUP No. 90-30 to establish a sign program for Brea Plaza.
- On May 11, 1993, the Planning Commission adopted Resolution No. PC 93-26, approving Precise Development No. 93-1, CUP No. 93-8, and adopting Negative Declaration No. 93-6 to allow the renovation of the Brea Plaza, including the addition of tenant space, demolition of buildings, landscaping and lighting improvements, and redesign of the parking lot for an increase of 117 parking spaces, with 23 percent compact spaces. The approval included a new comprehensive sign program for the site.
- On October 11, 1994, the Planning Commission adopted Resolution No. PC 94-47, approving amendments to Precise Development No. 93-1, CUP No. 93-8, and Negative Declaration No. 93-6. Amendments consisted of the addition of a fifth screen at the movie theater, a reduction to the building floor area to expand the parking lot and add 14 parking spaces, and a comprehensive sign program amendment.
- On June 10, 2008, the Planning Commission adopted Resolution No. PC 08-12, approving Precise Development No. 08-01, CUP No. 08-03, and adopting Mitigated Negative Declaration No. 08-01 to expand the Brea Plaza with two new buildings, including a drive-through food use (Chick-fil-A Restaurant), the demolition of three structures, and allow an improved parking lot over the Loftus Channel.
- On December 8, 2009, the Planning Commission adopted Resolution No. PC 09-29, approving Precise Development No. 09-01, CUP No. 09-14, and an addendum to Mitigated Negative Declaration No. 08-01 to allow the reconfiguration and partial demolition of two buildings, three new buildings including two drivethru restaurants, and a new sign program for the site. The three new buildings allowed under this approval were: 1) the Chick-fil-A building with drive-through (carry-over from 2008 approval), 2) multi-tenant building with Panera Bread with drive-through, and 3) multi-tenant building with FedEx Office.

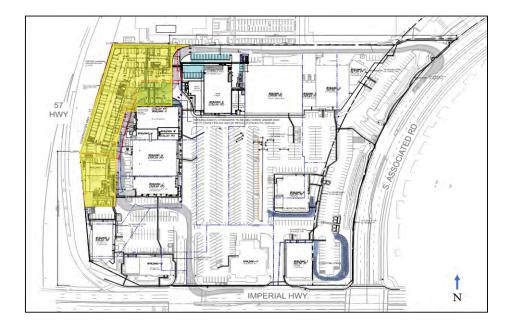
- 2019 Brea Plaza Expansion Project (Previous Project)
 - On April 19, 2022, the City Council certified the Final Environmental Impact Report (certified FEIR) (State Clearinghouse [SCH] #2020079022) for the Previous Project by adopting Resolution No. 2022-030, and approved Precise Development No. 2021-03 (Resolution No. 2022-031) for the Previous Project, which included an approximately 187,477-square-foot mixed-use building comprising 189 residential units, 21,355 square feet of commercial space, and a parking garage. In addition, the City Council also approved a proposed modification of off-street parking requirements through Conditional Use Permit No. 2021-18 (Resolution No. 2022-032).
 - On May 3, 2022, the City Council adopted Resolution No. 2022-033 and Ordinance No. 1226 for the Previous Project. Resolution No. 2022-033 approved General Plan Amendment No. 2021-04 to change the land use designation of the site from General Commercial to Mixed Use II). Ordinance No. 1226 approved Zone Change No. 2021-02 to change the zoning designation of the site from C-G to MU-II.
 - On August 16, 2022, the City Council adopted Ordinance No. 1231 repealing Ordinance No. 1226 to rescind approval of Zone Change No. ZC 2021-02 and approved Resolution No. 2022-062 repealing Resolution Nos. 2022-031 and 2022-032 to rescind approval of Precise Development No. 2021-03, Conditional Use Permit No. 2021-17, and Conditional Use Permit No. 2021-18. This action rescinded all approvals for the planning entitlement applications associated with the Previous Project and nullified the Previous Project. However, Resolution No. 2022-030, which certified the FEIR, was not repealed, and as such, the certification of the certified FEIR is still in place.
- On August 9, 2023, the Brea Planning Commission approved Precise Development No. 2022-02 (PC Resolution No. 2023-08) to allow the demolition of an existing 21,460-square-foot movie theater (Building F) and remodeling of Buildings E & G for retail ground floor use and new second floors for office use with outdoor patios.
- Private agreement: Brea Plaza and the Mercury Insurance property to the north are currently under an existing memorandum of understanding (MOU) that provides an additional 180 parking spaces during normal business hours, approximately 500 surface spaces after 5:00 p.m. and on weekends. The MOU expires on April 15, 2026, unless voluntarily terminated by both parties sooner.
- Current proposal: On March 19, 2024, the Applicant filed the planning applications for the Project, which included the aforementioned entitlements.

PROJECT DESCRIPTION

The Project proposes the construction of an approximately 118,620-square-foot, four-story apartment building with 120 residential units above a two-story parking structure containing 95 spaces and parking lot reconfiguration to add a surface parking area with 53 parking spaces. The project also includes the demolition of an existing 7,500 square-foot freestanding restaurant building (currently occupied by Buca di Beppo) and the construction of a new 5,000 square-foot standalone restaurant building, resulting in a reduction of 2,500 square feet of commercial building square footage. To accommodate the new residential building, the Project would require a General Plan Amendment to modify the Project site's General Plan designation from General Commercial to Mixed Use II, as well as a Zone Change to modify the zoning designation from C-G with a P-D Overlay to MU-II.

Apartment Building

The Project proposes a four-story apartment building with 120 units atop the two-story parking structure. The proposed building would be located on the northwest corner of Brea Plaza, along the west and north property lines. Vehicular access to the parking structure would be provided through two 26-foot wide driveways providing accessat the structure's southern and eastern elevations. The access driveways into the parking structure include dedicated directional lanes providing ingress and egress. The Project site plan is shown in Figure 2 below:



The ground floor of the parking structure would include a leasing office lobby, a mail room, and a bike room. The dwelling units would occupy the entire building above the two-story parking structure. The proposed building would be six stories, with the building height of 64'-4" to the top of the roof (68'-4" to the top of the parapet).

Unit Breakdown

Table 3 provides a breakdown of the proposed 120 residential units ranging from studio to two-bedroom apartment units. The City's Affordable Housing Ordinance (BCC Chapter 20.40) requires a sliding scale percentage of units to be set aside for affordable units depending on the provided affordability level of the required units, and the Project would adhere to this requirement by providing six extremely low-income affordable dwelling units.

Table 3: Residential Unit Summary

Unit Type	Standard	Affordable	Total
Studio	20	1	21
One-Bedroom	45	2	47
Two-Bedroom	49	3	52
Total	114	6	120

In addition to dwelling units, the proposed building would consist of an outdoor terrace, residential amenity room, and fitness center on the sixth floor, in addition to private balconies included in each unit. The proposed balconies and outdoor terrace would provide a portion of private and common open space as required by BCC Section 20.258.020, and is shown in sheets 13 and 16, of the attached Project Plans (Attachment E).

Building Design

The architectural style of the apartment building is contemporary. The new residential development is designed to blend with the recent renovations of the Brea Plaza commercial spaces, maintaining a high-quality aesthetic that aligns with the overall modernization of the area. The design includes contemporary elements such as smooth stucco finishes, metal and wood panels, glass railings, and a combination of different surface textures to enhance the visual appeal. Additionally, the building incorporates elements like green walls and varied façade depths to create a dynamic and visually engaging structure.

FIGURE 3 – APARTMENT BUILDING RENDERINGS



Internal View from Brea Plaza of Proposed Southeast Apartment Elevation



57 Freeway View of Proposed Northwest Apartment Elevation

Parking

The Project consists of a two-story, 23'-4" tall, podium parking structure containing 95 spaces along with a 53-space surface parking area. The Project would also provide 16 electric vehicle charging stations distributed throughout the parking structure. With the Project, a total of 789 parking spaces would be provided at Brea Plaza, which is a 12 parking space increase from the existing parking space count. Strict application of BCC Table 20.080.040.D would require 1,115 parking spaces (873 spaces for commercial uses and 242 spaces for the residential use). However, because the Project is providing six extremely low-income units, the Applicant requested, and is entitled, to utilize Density Bonus parking provisions for the proposed apartment building. As such, the total required parking for Brea Plaza is 1,019 parking spaces (873 spaces for commercial uses and 146 spaces for residential use), which is 230 spaces more than the provided parking.

As allowed by BCC Section 20.08.040.G, the Applicant submitted a parking demand study (Attachment F), prepared by LSA Associates, Inc. (LSA) to address the parking shortfall. The parking demand study (Parking Study) analyzed the Project site's peak parking demand with the Project to determine the Project site's true parking demand to assess whether the proposed 789 parking spaces could accommodate the parking demand of Brea Plaza. The Parking Study surveyed the existing shopping center and similar apartment buildings with unreserved residential parking to forecast realistic future parking demand. In addition, the Parking Study analyzed the shared parking nature of the Project site. When considering the effects of shared parking, peak parking demand is anticipated to be 578 on a typical weekday, 720 on a typical weekend, 663 on a December weekday, and 788 on a December weekend. This peak parking demand could be accommodated within the on-site parking supply and only comes close to the parking supply for a brief period on weekends during peak December conditions. While the Project requests to utilize Density Bonus parking standards, this requirement was not used to determine the operational parking demand. Therefore, as shown in Table 4 below, the 789 parking spaces provided are sufficient to accommodate the parking demand of the Project site.

Required **Highest Parking Anticipated Provided** Surplus / **Spaces Parking Parking Shortfall Demand per Spaces** (under Density **Parking Study Bonus Provision**) Number of 788 1,019 789 **Parking** +1 **Spaces** (December weekend)

TABLE 4. PARKING ANALYSIS

Density Bonus Law Requests

Density Bonus Law is a State mandate that allows housing projects that meet the requirements of the State law to receive an increase in maximum density permitted and other benefits, such as incentives/concessions (Incentives) and reduction/waivers of development standards (Waivers), as a matter of right. The intent of the Density Bonus Law is to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the cities' Housing Elements. Consistent with State Law, the City's Affordable Housing Ordinance (BCC Chapter 20.40) also provides for additional incentives for flexible development standards when associated with the production of affordable housing units. A qualified housing development may utilize Incentives and Waivers from both the State Density Bonus Law and the City's Affordable Housing Ordinance, in which the City must grant the requested Incentives and Waivers.

As the Project includes six affordable units for extremely low-income households (five percent of the total units), it qualifies to utilize the State Density Bonus Law provisions. As proposed, the Project is eligible for 20% increase in maximum density and reduced parking standards, along with one Incentives and unlimited Waivers. In addition, through the City's Affordable Housing Ordinance, the Project is eligible for four additional incentives. Although the Applicant is not proposing to exceed the maximum allowable density for the Project, the Applicant is proposing to utilize: 1) Density Bonus parking standards; 2) one Density Bonus Incentive; 3) five Density Bonus Waivers; and 4) one additional incentive allowed per BCC Chapter 20.40, as described below:

• *Density Bonus Parking Standards:* The Project would utilize the Density Bonus parking standards, which is a reduced parking ratio. Table 5 below shows the proposed parking breakdown:

TABLE 5 - PROPOSED PARKING BREAKDOWN

* covered or uncovered ** shared parking analysis	Zoning Code Standard	Density Bonus Standard
Required Parking Spaces		
Studio	1.5 per unit	1 per unit
One-Bedroom	1.75 per unit	1 per unit
Two-Bedrooms	2 per unit	1.5 per unit
Guest Spaces	0.2 per unit	None
Total	242 (120 covered)	146 uncovered

- *Density Bonus Incentive:* The Project would utilize one Density Bonus Incentive to waive the City's Art in Public Places Ordinance requirement.
- *Density Bonus Waivers:* The Project would utilize five Density Bonus Waivers to modify various development standards, as shown in Table 6 below:

TABLE 6 – PROPOSED DENSITY BONUS WAIVERS

Development Standard	Zoning Code (min./max.)	Proposed
Height	60′	64'-4 (Top of roof)
Rear Setback (57 Freeway)	20′	First floor: 10' Upper floors: 3'-6"
Common Open Space	100 sq. ft. per unit	49.75 sq. ft. per unit

Private Open Space	75 sq. ft. per unit	53 sq. ft. per unit
Landscaping Building Perimeter	5′	0′ to 5′

• *BCC Incentives*: The Project would utilize one incentive under BCC for deferred payment of development impact fees to certificate of occupancy.

Restaurant Building

The Project consists of a full rebuild of the existing 7,500-square-foot building currently occupied by Buca di Beppo (referred to as Building K), which would include demolition of Building K and construction of a smaller, 5,000-square-foot stand-alone restaurant building with a 1,101-square-foot outdoor dining area. The building design of the new building would be contemporary in design, consistent with the new apartment building proposed as part of the Project. The surrounding roadways and parking lot of future Building K would also be modified. The parking would be reconfigured as shown in sheet 6 of the attached Project Plans (Attachment E).

Comprehensive Sign Program Amendment

The Project includes an amendment to the Brea Plaza Shopping Center Comprehensive Sign Program to include new signage for the apartment building. The new signage would include a total of two sign types, including directional and addressing signs, as shown in Table 7 below:

TABLE 7 – PROPOSED APARTMENT BUILDING SIGNS

Sign Type	Number of Signs	Sign Dimensions	Total Area	Sign Location
Project Name and Directory Stairwell sign	Two	15' wide x 26' tall overall	390 sq. ft. overall	South Building Elevation
		13' wide by 26' tall overall	338 sq. ft. overall	West Building Elevation
Project Name Canopy Sign	One	17'-2" wide x 1' tall	17.17 sq. ft.	South Canopy Elevations

All signs would incorporate illumination, including halo lighting for a sleek, modern appearance. The wall-mounted stairwell sign, shown in Figures 4 below, on the south and west building elevations, would be visible from both the shopping center and the 57 Freeway. Designed to complement the contemporary aesthetic of the residential building, this signage would prominently display the Project name along with major shopping center tenants.

FIGURES 4 – APARTMENT BUILDING SIGN RENDERINGS





South Elevation View

West Elevation View (57 Freeway)

The Project Plans, Parking Study, Sign Program Plans, Project Narrative, Project Application, and Density Bonus Application are Attachments E, F, G, H, I, and J respectively.

ANALYSIS

General Plan Amendment No. 2024-01

The Project requires a General Plan Amendment to change the General Plan Land Use designation of the Project site from General Commercial to Mixed Use II. The Project is consistent with various goals and policies of the General Plan, including the City's 6th Cycle Housing Element, as it would facilitate housing growth and assist in achieving the City's RHNA allocation.

General Plan Goals and Policies

To plan for the present and future needs of the City, the General Plan provides goals and policies to guide development. The Project would adhere to the following goals and policies found in the General Plan.

• Goal CD-1 Provide a balance of land uses to meet the present and future needs of all residents.

The Project would adhere to Goal CD-1 by providing additional housing opportunities by providing rental residential dwelling units ranging from studio to two-bedroom dwelling units, including six allocated for extremely low-income households.

• Policy CD-1.5 Provide opportunities for development of housing that responds to diverse community needs in terms of density, size, location, design and cost; and

Policy CD-1.9 Encourage new development that is organized around compact walkable, mixeduse neighborhoods and districts to conserve open space resources, minimize infrastructure costs, and reduce reliance on the automobile

The Project would adhere to Policies CD-1.5 and CD-1.9 by creating a mixed-use, in-fill development, without affecting open space throughout the City. Brea Plaza is characterized by a horizontal mix of restaurant, retail, and office uses, and the Project would add residential opportunities that presently don't exist in the vicinity. The Project would provide residents living at the site and in the surrounding areas the convenience of walking to shops, restaurants, grocery stores, and potentially to work, and would provide a pedestrian connection to neighboring property, thereby reducing vehicle reliance.

 Policy CD-26.3 Explore opportunities for mixed-use development projects on sites historically supporting commercial centers.

The Project would adhere to Policy CD-26.3 by allowing a mixed-use development on a site that has been developed and maintained as a commercial shopping center since 1976.

Zone Change No. 2024-01

The Project proposes to change the zoning of the site from C-G with a P-D Overlay to MU-II, which is the implementing zone of the proposed Mixed Use II General Plan land use designation proposed for the Project site. MU-II zone is intended for areas for intense, mixed-use urban environments that offer for the coordinated development of urban villages that offer a diverse range of complementary land uses in close proximity to one another. Either vertical or horizontal integration of uses is allowed, with an emphasis on tying together the uses with appropriate pedestrian linkages. Residential densities at the higher end of the scale will be allowed for developments that clearly integrate uses. The approximately 15.58-acre existing shopping center offers shopping opportunities through various types of retail, office, and restaurant uses, that create and support an employment base. The Project site has access to major roadways via Imperial Highway, and it is adjacent to the 57 Freeway. The Project would be compatible with the surrounding land uses, including the uses within Brea Plaza, which includes a mixture of residential and commercial land uses within a larger mixed-use development area. The apartment building would further enhance the intent of the MU-II Zone at the site by introducing 120 residential dwelling units. Therefore, the Project site is suited for the MU-II Zone.

In addition, as shown in Table 8 below, the Project complies with the MU-II zone development standards for residential density and nonresidential floor area ratio (FAR).

	Zoning Code Standards (min./max.)	Proposed	
Residential	Minimum: 95 units (6.1 units / acre)	120 units	
Density	Maximum: 632 units (40 units / acre)	(7.7 units / acre)	
Nonresidential FAR	Maximum: 2.0	0.23 (158,691 sq. ft. / 678,229.2 sq. ft.)	

Table 8: MU-II Zone Development Standards

Density Bonus No. 2024-01

Pursuant to the State Density Bonus Law, the City is required to grant the Incentives and Waivers requested by qualifying housing developments unless the City finds, with substantial evidence, that the waivers or reduction of development standards would have a specific adverse impact upon health, or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or would be contrary to State or Federal law. In addition, the City cannot require minimum parking standards that exceed the Density Bonus parking standards, if a qualifying housing development requests to utilize the parking standards provided in the Density Bonus Law. Based on the six extremely low-income units (five percent of total units) being provided by the Project, the Project is eligible for one Density Bonus Incentive, and an unlimited number of Waivers.

In addition, pursuant to BCC Section 20.40.060, an applicant who complies with providing affordable housing may request, and the City must grant, the number of incentives identified in Table 20.40.060.A. Based on the number of affordable units being provided, the Project is eligible for four incentives listed in Table 20.40.060.A.

As previously described in Density Bonus Law Requests Section above, the Project is requesting to utilize: 1) Density Bonus parking standards; 2) one Density Bonus Incentive to waive APP requirements; 3) five Density Bonus Waivers to modify development standards (height, rear setback, private and common open space requirements, and building parameter landscaping requirement); and 4) one additional incentive allowed per BCC Chapter 20.40 to defer development impact fees to prior to issuance of a certificate of occupancy. As further detailed in the Environmental Assessment Section below, the Project was found to not have a significant impact on health or safety and as such, the City must grant the requested Density Bonus Incentives and Waivers, and BCC incentive.

However, it is important to note that while the Project is utilizing the Density Bonus Waivers to reduce the building setback adjacent to the 57 freeway and this reduced setbacks was reviewed by Fire through a separate preliminary plan review and a recommended condition of approval is included to ensure emergency access. Additionally, while requesting to reduce the minimum private and common open space requirements and landscaping requirements for building parameters, the Applicant will be required pay Park Development Impact Fee (\$5,611 per unit). Such additional funds could be used to improve existing City parks.

Precise Development 2024-01 and CUP No. 2024-03: Multi-family Residential Use and Construction

In MU-II Zoning district, a multi-family residential use requires the approval of a conditional use permit by the Planning Commission. In addition, a PD review is required for the residential construction of five or more units. The intent of PD review is to ensure that the Project complies with the applicable development standards and also allows for architectural review of the for-sale residential condominium buildings and outdoor gathering space.

As proposed, and conditioned, the Project represents quality design and meets the intent and requirements of the MU-II Zone, which requires a vertical or horizontal integration of residential and non-residential uses. In addition, the Project site is adequate in size and shape to accommodate the proposed development. The Project complies with the development standards of MU-II Zone applicable to the Project, as shown in Table 9 below, except for the standards that are being modified through the State Density Bonus Law and the City's Affordable Housing Ordinance:

TABLE 9 – Compliance with Development Standards

Development Standard	Zoning Code Standards (min./max.)	Proposed
Minimum Project Size	2,500 sq. ft.	162,071 sq. ft.
Density	6.1 to 40 units / acre	7.7 units / acre
Floor Area Ratio (FAR)	2.00	0.23
Height	60′	*64'-4" (Top of roof)

Building Setbacks Front (S. Associated Road) Street Side (Imperial Highway) Interior Side Rear (State Route SR-57)	15' 15' 10' 20'	865'-6" 437'-8" 10' *3'-6" to 10'
Landscape Setbacks Interior Side Rear (State Route SR-57) Building Perimeter	Interior Side: 5' Rear: 5' Building Perimeter: 5'	Interior Side: 10' Rear: 10' Building Perimeter: 0' to 5'
Common Open Space	100 sq. ft. per unit	49.75 sq. ft. per unit*
Private Open Space	75 sq. ft. per unit	53 sq. ft. per unit*
Parking	1,019 for the Project site***	789 for the Project site*
*Considered as compliant due to Density Bonus Provisions **Considered as compliant due to shared parking analysis *** Density Bonus parking standard applied		

The Project was reviewed by various departments, including the Fire Department, Police Department, Public Works Department, and the Building & Safety Division. The Project is required to meet all Building and Fire codes and standards, thereby assuring public health, safety, and welfare. To further ensure the Project would be compatible with surrounding uses and not adversely affect the public, health, or general welfare, staff has prepared draft Conditions of Approval (Attachment B). Notably, the recommended condition includes requiring the applicant to submit a parking management plan to implement parking strategies for moderating demand and requiring any future land uses to demonstrate compliance with the parking requirements.

CUP No. 2024-04: Shared Parking Analysis

BCC Section 20.08.040.G.1 provides an option to modify off-street parking requirements for multi-family developments and nonresidential developments through the CUP process. A parking demand study for a multi-family development may utilize the ULI's Shared Parking methodology or any other reasonably similar methodology shown to be applicable if the project is part of a mixed-use development conducive to shared parking. The Project proposes to add a residential building to an existing shopping center to create a mixed-use environment and includes features such as pedestrian connectivity and long-term bicycle parking to promote active transportation.

The LSA Parking Study, as explained in the previous section of this report, concludes that, when considering the Project's actual parking demand and the effects of shared parking, the Project would provide sufficient parking to meet peak parking demand of the Project site, including December weekends. The parking demand strategies identified for the Project site include providing unreserved parking for Brea Plaza and residents and providing overnight parking permits to residents. A recommended condition of approval requires a parking management plan to be submitted for the Project to implement such strategies, in addition to other strategies mentioned in the Parking Study such as Parking management/enforcement and valet parking, if determined necessary. Therefore, the Applicant's request for a CUP to allow parking modification as it relates to shared parking is consistent with the Zoning Code.

CUP No. 2025-05: Amendment to the Brea Plaza Shopping Center Comprehensive Sign Program

Pursuant to BCC Section 20.28.045, approval of a CUP is required for comprehensive sign program amendments that deviate from BCC Chapter 20.28. The Project includes a CUP request for a comprehensive sign program amendment to Brea Plaza as part of the new signage proposed on the apartment building. The building-mounted sign that wraps around the southwest corner of the apartment building stairwell would be visible from the 57 Freeway and to the south. It would feature the apartment building's name and major tenant's in the shopping center. Generally, signs are only permitted for businesses that occupy a subject building. The proposed signage is complimentary to the modern design of exterior improvements within Brea Plaza and will also advertise major tenants in a shopping center at the corner of two major highways.

ENVIRONMENTAL ASSESSMENT

Pursuant to the California Environmental Quality Act (CEQA) as amended (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Administrative Code, Title 14, Section 15000 et seq.), an addendum to the previously certified EIR for the Project (EIR SCH No. 2020079022 Addendum No. 1) was prepared for the proposed Project, in accordance with Section 15164(a) of the CEQA Guidelines, based on findings that the Project requires changes and/or additions to the previously certified EIR but none of which would create a new or more significant impact.

EIR SCH No. 2020079022 Addendum No. 1 (Addendum) concluded that the Project is a reduced-scale version of the Brea Plaza Expansion Project assessed in the previously certified FEIR and does not introduce new significant environmental impacts or substantially increase the severity of previously identified impacts. Since the modified project reduces the overall building size, unit count, and parking demand, the Addendum found that the Project results in lesser environmental impacts than those analyzed in the previously certified FEIR. Therefore, the existing FEIR remains valid, and the Addendum sufficiently addresses the environmental review for the revised project.

In addition, the Project-specific MMRP documents how and when the relevant mitigation measures adopted by the Lead Agency as part of the MMRP for the previously certified FEIR, as well as certain project-specific enforceable conditions of approval and/or refinements to related aspects of implementation for the same, will be implemented for the Project and ensures that potential environmental impacts associated with the proposed project are consistent with the impact conclusions set forth in the previously certified FEIR as identified and explained more fully in the Addendum Memorandum. The mitigation measures pertaining to the Project are required to be implemented as specified in the Mitigation Monitoring and Reporting Program (MMRP), and have been included as part of the Conditions of Approval for the Project.

The Addendum can be accessed via following link: https://www.cityofbrea.gov/DocumentCenter/View/17716/Brea-Plaza-Residential-Project-Addendum-Memorandum---COMBINED

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved mailed notices sent to property owners within 500-feet of the Project site, and publication in the Orange County Register. The public hearing notice for the Project is provided as Attachment K. As of the writing of this report, staff has not received public comments.

CONCLUSION

For the reasons discussed above and the information attached to this report, the Project would conform with all the requirements of the General Plan, including the City's 6th Cycle Housing Element, and the provisions of the BCC. As analyzed in the Addendum, the proposed recommendation would not have an adverse effect on public, health, safety, or general welfare. Therefore, staff recommends that the Planning Commission adopt the resolution (Attachment A) recommending that the City Council approve the Project and the Addendum prepared for the Project.

RESPECTFULLY SUBMITTED

Joanne Hwang, AICP, City Planner

Prepared by: Jessica Newton, Senior Planner

Attachments

Attachment A- PC Resolution.pdf

Attachment B- Draft Conditions of Approval.pdf

Attachment C- Technical Background.pdf

Attachment D- Vicinity Map.pdf

Attachment E- Project Plans reduced.pdf

Attachment F- Parking Study.pdf

Attachment G- Brea Plaza Apartment Sign Program.pdf

Attachment H- Project Narrative.pdf

Attachment I- Project Application.pdf

Attachment J- Density Bonus Application.pdf

Attachment K- Public Hearing Notice.pdf

TECHNICAL BACKGROUND

Case Nos: General Plan Amendment No. 2024-01 (GPA No. 2024-01),

Zone Change No. 2024-01 (ZC No. 2024-01), Density Bonus No. 2024-01 (DB No. 2024-01), Precise Development No. 2024-01 (PD No. 2024-01), and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05 (CUP Nos. 2024-03, 2024-04, and 2025-

05,)

Property Location: 1639 East Imperial Highway

Project area: 15.58 acres

Building Size: 118,620-square-foot apartment building (120 units) over a

43,451-square-foot parking structure

Applicant: Jahn Nguyen, Architects of Orange

144 North Orange Street Orange, CA 92866

General Plan Designation: General Commercial

Zoning Designation: General Commercial (C-G) with a Precise Development (PD)

Overlay

Adjacent Zoning

North: General Commercial (C-G) with a Precise Development (PD)

Overlay; R-2 Multi-Family Residential (R-2) (Across Greenbrian

Lane)

East: R-1 Single Family Residential (R-1) (Across Associated Road)

South: City of Fullerton (Across Imperial Highway)

West: Mixed-Use I (MU-I) and Major Shopping Center (C-C) (Across 57)

freeway)

Site and Neighborhood

Characteristics:

The Project site, commonly known as the Brea Plaza Shopping Center, is approximately 15.58-acres and is adjacent to an office building to the north, SR 57 freeway and Brea Mall to the west,

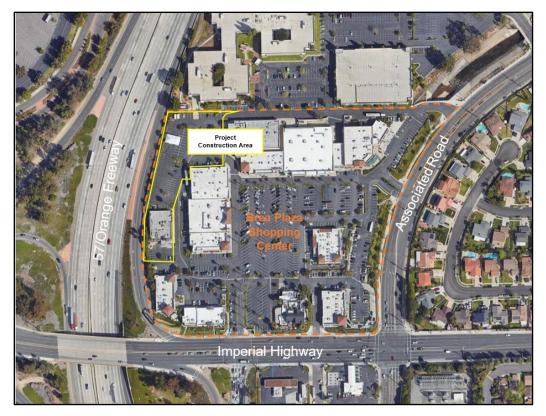
residential uses to the east, and City of Fullerton to the south.

Public Hearing Notices

and Outreach:

Legal Notice was published in the Brea Star-Progress on March 20, 2025, and approximately 68 notices were sent to all property

owners within a 500-foot radius of the subject property.





SUBJECT PROPERTY AND VICINITY MAP

DATE: APRIL 1, 2025

CASE NOS:

ACCELA RECORD NO. PLN-2024-00017

GENERAL PLAN AMENDMENT (GPA) NO. 2024-01

ZONE CHANGE (ZC) NO. 2024-01

DENSITY BONUS (DB) NO. 2024-01

PRECISE DEVELOPMENT (PD) NO. 2024-01

CONDITIONAL USE PERMIT (CUP) NOS. 2024-03, 2024-04, AND

2025-05



BUILDING & SAFETY
ECONOMIC DEVELOPMENT
HOUSING
PLANNING

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

SUBMITTAL INSTRUCTIONS FOR PROJECT APPLICATIONS

Project applications shall be submitted directly to the Planning Division through electronic email. Since August 15, 2022, the Planning Division no longer accepts in-person submittal. Please see instructions below for the electronic project application submission.

SUBMITTAL INSTRUCTIONS:

By email: Project applications shall be submitted to planner@cityofbrea.net. To confirm your application has been received, contact a Planner at 714-990-7674.

NOTE: No application will be considered submitted for Plan Review until the following is satisfied:

- 1. The required application deposit has been paid, as outlined in the Development Processing Fees. Credit card (Visa or Mastercard) is accepted over the phone at 714-990-7674. Checks can be dropped off at the 3rd floor front counter of 1 Civic Center Circle, Brea, CA, 92821 or mailed. If a check is mailed, please address to ATTN: Planning Division.
- 2. Completed Application, pages 2-6.
- 3. Accompanying plans and documents outlined on pages 7-9.

**It is HIGHLY RECOMMENDED to speak with a Planner prior to formal submittal. To speak with a Planner regarding your project, please contact the Planning Division at planner@cityofbrea.net or 714-990-7674.

Application Completeness:

Once the uniform application has been submitted, no later than thirty (30) days as determined in the <u>application processing schedule</u>, the Director shall determine, in writing, if such application is complete, and immediately transmit such determination to the applicant. If an application is determined not to be complete, the Director determination shall specify the deficiencies and the manner in which the application can be made complete. Upon determination that an application is complete and meets the requirements for acceptance, or expiration of the thirty (30) day period if no determination regarding completeness is made, the application shall be deemed accepted.

IMPORTANT UPDATE:

Since August 1, 2022, all planning development applications are accepted and reviewed based on the established application processing schedule, which includes a weekly submittal deadline. View the latest processing schedule on this page: https://www.ci.brea.ca.us/177/Planning

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PLANNING DIVISON AT 714-990-7674 OR

PLANNER@CITYOFBREA.NET



Page **1** of **9** Last updated: June **26**, **2024**



PROJECT APPLICATION

GENERAL INFORMATION REQUIRED: (Print or Type) Name of Proposed Project: **Brea Plaza Expansion** Location of Project (Address Required): Legal Description of Project Location (Assessor's Parcel No.): APN 319-102-25 1639 E. Imperial Hwy, Brea, CA 92821 PBK 80X PG 42, PAR 1 **APPLICANT INFORMATION:** Applicant's Name: Jahn Nguyen Phone: 714-639-9860 Email: jahnn@aoarchitects.com Address: 144 North Orange Street Zip Code: 92866 City: Orange State: CA **PROJECT CONTACT PERSON:** (If Different) Contact Person: Waad J. Nadhir Phone: 248-613-2828 wnadhir@bosc.com Email: **PROJECT INFORMATION:** (Print or Type) Zoning Designation: General Plan Designation: General Commercial Existing Use: C-G (PD) Proposed Use: MU2 (Mixed-Use 2) Existing retail commercial and proposed residential over parking structure Type of Development: **X** Residential Commercial Industrial Mixed-Use Lot Size (square feet): 15.57 acres Lot Width: Lot Depth: Influenced Area: 76,280 SF Existing Lot Coverage: 0.22 Existing Floor Area (square feet): 158,691 SF Existing FAR: 0.23 STAFF USE ONLY Accela Record Number: PLN-2024-00017 Project Manager: Jessica Newton DB No. 2024-01 Related Files: **Entitlement File Number(s):** GPA No. 2024-01; ZC No. 2024-01; PD No. 2024-01; CUP Nos. 2024-03, 2024-04, and 2025-05 SUBMITTAL INFO:

Received by: JN



Date Time Received: 03-19-2024

Deposit Received: Yes

PROJECT INFORMATION: (Contin	nued)		
Proposed Floor Area (square feet): 320,998 SF	Proposed FAR: 0.47 Proposed	osed Lot Coverage:	0.26
Proposed No. of Stories: 6 stories	Proposed Building Height: 6	3'-4" Top of Roof	
Existing Parking Stalls: 708 Stalls	Proposed Parking Stalls: 799) Stalls	
Project Description: The project desimprovements, proposed use & operated as well as description of signage and to "Project Description" if more space is X Check if project description is as	tions, ect. In addition, please descri their location. Please provide a sepa needed.	be all building materi	ial and color
TYPE OF REVIEW REQUESTED:	(Select all that apply)		
Planning Commission/City Council			
☐ Certificate of Compatibility	☐ Planned Community	X Zone Change	
▼ Conditional Use Permit	X Precise Development Plan	☐ Zone Variance	
☐ Development Agreement	□ Temporary Trailer	Other	
▼ General Plan Amendment	☐ Tentative Parcel Map		
☐ Historic Designation	☐ Tentative Tract Map		
Administrative/Community Develo	pment Director		
☐ Administrative Remedy	☐ Plan Review	☐ Tree Removal (s	ee pg. 9)
☐ Minor Conditional Use Permit	☐ Public Convenience or Necessity	/	



PROPERTY OWNER INFORMATION & AUTHORIZATION

(as listed in the Orange County A	Assessor's records)		
Legal Owner's Name: Waad Nadhir	Con	npany Name:	Bosc
Email: wnadhir@bosc.com	Pho	one: 248-613-28;	28
Address: 888 W. Big Beaver Rd., Suite 200			
City: Troy	State: MI	Zip Code: 48	084
of the subject property, or have	been authorized to so the above reference	sign on behalf	e of California that I am the owner(s) of the property owner, and consent f the owner did not sign below, a
By: (Signature) By: Waad J. Nadhir	Date: <u>6-27-14</u>		
(Printed Name)			
DESIGN PROFESSIONAL O	R OWNER OF THE	COPYRIGH	IT IF DIFFERENT (OPTIONAL)
Name(s):			
Email:	Ph	one:	
Address:			
City:	State:	Zip Code:	
to copy for members of the public, a	ty of Brea to provide th and post the plans onlin ain a copyright annotati	e project plans e. This permiss	for inspection as a part of the public record, sion shall be constituted as the permission rected by the federal Copyright Act of 1976



TRUST ACCOUNT OWNER INFORMATION

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

TRUST ACCOUNT OWNER:

Name of the Organization unless there is an Individual Financially Responsible for the Project:

Address: 888 W. Big Beaver Rd., Suite 200 State: MI

City: Troy Zip Code: 48084

Email: wnadhir@bosc.com Phone: 248-613-2828

*** Please note: Name and address will be used to generate invoices and refund checks ***

STATEMENT OF UNDERSTANDING AND AGREEMENT

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

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

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

Trust Account Owner's Signature

6-27-24

Date

Waad J. Nadhir

Trust Account Owner Printed Name



INDEMNIFICATION AGREEMENT

PLEASE READ, FILL IN, AND SIGN AT THE BOTTOM

foregoing application and know the c	am the applicant in the foregoing appointent thereof, and state that the same her certify that I shall comply with each	e is true and correct to the best
defend, indemnify, and hold free and agents, with respect to any and	, on behalf of d harmless the City of Brea, its elected d all liabilities, claims, suits, actions, lo eatened, including the payment of actions.	d officials, officers, employees, osses, expenses or costs of any
LI) Mall		6-27-24
Applicant's Signature		Date
Staff Use Only		
ACCELA RECORD NUMBER: TRUST AC	CCOUNT NUMBER:	



SUBMITTAL CHECKLIST

If you obtained this application through our website, please contact a Planner at 714-990-7674 to confirm applicability of the submittal items. The items listed below are considered *minimum*. Additional information may be necessary for clarification during the review process.

APPLIES TO ALL APPLICATIONS

- I. COMPLETED PROJECT APPLICATION Property owner information & authorization <u>must</u> be included
- **2. PHOTOGRAPHS -** Photographs should include the project site's existing exterior and interior.
- **3. LETTER OF REQUEST -** Describe the project/proposal and reason for the request. For businesses, include operations, number of employees, hours of operation, property tenant list, alcohol requests and any other pertinent information. For residential projects, include number of units, phasing/ timing plan and any other pertinent information. For tree removal permits, a statement indicating the reason for the removal or relocation of tree(s).

▼ 4. PLANS TITLE PAGE

- □ Date (Resubmitted plans shall reflect new date of submittal)
- Project Address
- Legal Description
 ■
- Scope of work
- List of Required Entitlements
- □ Owner Information Architect/Designer Information
- Zoning Conformance Development Standards (existing/allowed/proposed)

× 5. SITE PLAN

- Show entire Parcel with property lines and dimensions
- Development Summary Table noting pertinent information such as proposed square footage, floor area
- Provide separate existing and proposed site plans Provide plan drawn to scale with dimensions
- Show all setbacks (front, rear and side)
- ☑ Truck turning radius (industrial and commercial) Show location of:
 - Carpool/van spaces
 - Bicycle parking area
 - o Rideshare vehicle loading area
- Distance between buildings
- Location of utility poles and fire hydrants
- ☑ Indicate locations of trash enclosures and SCE transformer.
- Location of proposed monument signs
- Proposed outdoor storage area, if any, and required screening Label proposed uses for all building sites on site
- □ Location of bus stop improvements, if applicable to project
- Show locations of street and sidewalks, with all improvements (trees, light poles, curbs, etc.)
- Show all existing and proposed driveways and driveways immediately adjacent to the site
- ☑ Show all curb, gutter and driveway within the full right-of-way adjacent to the project site.
- Photometric plan
- Circulation plan

▼6. FLOOR PLAN

- Provide separate existing and proposed floor plans
- □ Provide plans drawn to scale with dimensions
- Label room and/or areas
- □ Provide a window and door schedule (when part of scope)
- 7. DEPOSIT The application will <u>NOT</u> be considered submitted until payment is received. Please visit our <u>Development Processing Fees</u> to verify the deposit amount.



8. ELECTRONIC PLAN COPIES - PDF format digital copies of all submitted plans, photographs and photographs of the colors and materials board in minimum 300 D.P.I. (dots per square inch) format for presentation purposes. A clean site plan and colored landscape plan with no construction information or dimensions is required for presentation purposes. Include one 750KB or less jpeg image of the proposed rendering to be displayed on the City's development map. If you are submitting in person, all submitted material shall be saved in a USB Drive or CD.

APPLIES TO ALL NEW CONSTRUCTION, BUILDING ADDITIONS, AND BUILDING REMODELS:

KEM	ODELS:	
V 9	PRFLIMINARY TITLE REPORT - Must be dated within six (6) months	

$\overline{\times}$ 10. ELEVATIONS

- Show all sides of proposed
- Elevations Provide plans drawn to scale with dimensions
- Provide the height of all structures
- Label proposed colors, materials (with level of quality and longevity)
- □ Location and size of signs
- Provide details of architectural elements, walls, and fences, as needed Line of sight drawings

▼ 11. RENDERING(S) - COLOR

X 12. SECTION PLAN

☐ 13. SIGN PLANS

- □ Show location of all signs and on building and site plan
- □ Label size of signs

IX 14. ROOF PLAN

- Provide plans drawn to scale with dimensions Show roof pitches and slope
- ☐ Show all-roof mounted equipment
- □ Cross-section demonstrating the roof-mounted equipment will be fully screened from view by the architectural design of the building

▼ 15. CONCEPTUAL LANDSCAPE PLAN

- Proposed and existing improvements as shown on the site plan Dimensions such as setbacks and street widths shall be excluded. Identify plan materials by botanical and common names. Identify size and spacing of plants
- Identify mounted areas, turf, ground covered areas, shrub locations, accent trees, street trees, sloping planting materials. Private yard areas.
- □ Location of community amenities including common or public recreation areas (open play areas, barbecue area, pool, spa, recreation building)
- □ Location of primary and secondary entry point areas and their treatment (textured paving, security gates, accent or special planting, entry walls, monument signs)
- Location of emergency vehicle access, trail locations, public walkways, hardscape amenities (paving, benches etc.)

16. WATER QUALITY MANAGEMENT PLAN (WQMP) CHECKLIST

□ 17. ENVIRONMENTAL INFORMATION FORM

IDENTIFY INTO SERVICE SERVIC

▼ 19. PRELIMINARY GRADING PLANS

- □ Proposed items should be designated with solid lines, existing with small dashes, and future with long dashes if a phased project.
- Cross sections at all site boundaries (maximum & minimum conditions)
- ☑ Drainage and flood control facilities-size, type, etc.



	Earthwork quantities-borrow and disposal areas
x	Erosion control measures
x	Existing features within and 50 feet beyond the site boundaries (label to remain or to be removed)-natural ground, trees, structures, drainage courses, streets, trails, slopes, etc.
x	Grading (Proposed)-structures, curbs, walls (height), gutters, pavement, walks, swales, mounding, slopes, open space, trails
x	Natural areas to be preserved
x	Parkway culverts where drainage is directed to streets, except for single family residences
x	Retaining walls-top and footing elevations
	Separate cut and fill areas with a line. In addition, one copy of the plan shall be submitted with fill areas colored in green and cut areas in red
	Shade pavement areas and slopes 3:1 or steeper
x	Location, elevation, and size of proposed buildings pads
	Streets-cross sections, improvements, right-of-way, etc.
<u>×</u> 20	. FIRE MASTER PLAN (applies to new commercial, multifamily residential, and subdivisions). Contact the Fire Department for more information.
x	Fire access road on property and streets
	Fire hydrant locations(s) new and existing
X	Fire department connection location and control valve location
	LIES TO TREE REMOVAL PERMIT:
_	TREE REMOVAL SITE PLAN
	Property Boundary with Property Line Dimensions
	Tree(s) Locations(s)
	Lot and Easements Lines
_	Scale Pavement Areas
	Structures
	Fences, Gates, and Walls
	Grading
	ARBORIST REPORT (A written technical report and photographs from a certified arborist regarding the
	size, information, health and value of the tree(s) proposed for removal.
	Tree protection plan
отн	ER DOCUMENTS OR STUDIES
	. PARKING JUSTIFICATION (for shared parking agreements or parking variance)
	. PARKING STUDY (if applicable)
_	. ENVIRONMENTAL STUDIES (if applicable)
	Traffic Impact Analysis/Traffic Assessment
	Air Quality Study
	Habitat Assessment/Jurisdiction Delineation
	·
	Noise Study
	Phase 1 and/or 2 Assessment
∐ 24	. ARTS AND PUBLIC PLACES
□ 25	PURITO NOTIFICATION PACKET (if applicable)





BUILDING & SAFETY
ECONOMIC DEVELOPMENT
HOUSING
PLANNING

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

DENSITY BONUS APPLICATION

Housing development project applicants intending to request a density bonus, incentives or concessions, modifications or waivers, and/or reduced parking pursuant to California Government Code Section 65915 et. seq. (Density Bonuses and Other Incentives) must complete the following application.

Density Bonus applications shall be submitted with the Uniform Project Application Form directly to the Planning Division through email at <u>Planner@cityofbrea.net</u>, along with <u>Uniform Project Application</u>. Please provide the following information:

Name of Proposed Project:		
Location of Project (Address 1639 East Imperial Highway, Bre	•	Legal Description of Project Location (Assessor's Parcel No.): APN: 319-391-01, 319-391-02, 319-391, 319-391-03, and 319-391-04
	<u> </u>	711 14. 013 031 01, 013 031 02, 013 031, 013 031 00, and 013 031 04
PROJECT INFORMATION A. PROJECT DESCRIPTION		pages if needed.
Parcel size:		15.58 acres
Total number of propos	sed base units:	120
Total number of units p	proposed with Density	Bonus:
Consistent with the annual Community Development (come limits <u>published</u> by the Department of Housing and funits affordable to:
Extremely-Low Income	Households: 6	Lower Income Households:
Very-Low Income Hous	seholds:	Moderate Income Households:
Total number of:		
Studio Units:	21	3-bedroom units:
1-bedroom units:	47	4 or more bedroom units:
2-bedroom units:	52	
 The project includes 	s a	_ square foot child care facility.
 The project is inten- 	ded for a Special Need	ls Population. Please describe: N/A
Chaffilla a Oak		
Staff Use Only		
ACCELA RECORD NUMBER	e: PLN-2024-00017	RELATED ENTITLEMENT NUMBER(S): GPA No. 2024-01; ZC No. 2024-01; PD No.



Page 1 of 2 Last updated: 5/31/2024

2024-01; CUP Nos. 2024-03, 2024-04, and 2025-05

В.	TYPE OF DENSITY BONUS.	Check the box next to the type of Density Bonus requested:
----	------------------------	--

- **8** Seneral Density Bonus
- <u>Land Donation</u> (that satisfies the requirements of California Government Code Subsection 65915(g)(1))
- <u>Child Care Facilities</u> (that satisfies the requirements of California Government Code Subsection 65915(h))
- C. DEVELOPMENT INCENTIVES. Describe below all incentives or concessions the applicant requests pursuant to California Government Code Section 65915 *et seq.* Attach additional pages as necessary to fully describe each incentive or concession.

The project also qualifies for unlimited waivers from development standards that would preclude construction of the project at the proposed density. The applicant requests waivers from: the rear setback requirement, height limit, and private and common open space requirements to accommodate the proposed 120 units. The applicant also requests a reduced parking ratio, as allowed by Cal. Gov. Code section 65915(p).

D. PARKING RATIOS. Indicate the number of required parking spaces Brea City Code Section 20.08.040.D and the number of proposed parking spaces. Please also provide this information on the site pla n.Number of Parking Spaces Required per the City Code (BCC 20.08.040.D): 242
Number of Parking Spaces Provided: 146

E. COMPLIANCE WITH CHAPTER 20.40 (AFFORDABLE HOUSING). Most housing developments are required to comply with the City's Affordable Housing Ordinance, which is codified as BCC Chapter 20.40 of the Zoning Code. Describe how the proposed project complies with the requirements of said chapter:

The proposed project will comply with the requirements of Chapter 20.40 (Affordable Housing) by reserving 5% of the total units (i.e.,

6 units for extremely low-income households. The project will then qualify for four "incentives" listed in Table 20.40.060.B, in addition

to the unlimited waivers and one concession/incentive provided by the State Density Bonus (described above). Under the local "incentive"

program, the applicant requests: deferral of development impact fees until issuance of the certificate of occupancy and modified landscaping regulations -- landscaped 5-foot perimeter, trees every 30 feet at interior property line, and one tree per five parking stalls.











EXISTING BUILDING AREA

678,229.2 SF TOTAL LOT SIZE 152,181 SF **BUILDING AREA @ GROUND** 158,691 SF BUILDING ALL LEVELS EXISTING F.A.R. 158.691 /678.229.2=0.23 **EXISTING LOT COVERAGE**

152,181/678,229.2 = 0.22

NEW BUILDING AREA 180,063 SF BUILDING AREA @ GROUND 320,762 SF **BUILDING ALL LEVELS** PROPOSED F.A.R. 320,762 /678,229.2=0.47 PROPOSED LOT COVERAGE 180,063/678,229.2 = 0.26PROPOSED BUILDING

	PROPOSED BUI	בטוועט	
TOTAL BUIL	LDING AREA		162,071 SF
Building U	Eyebrow Beauty	715	
	Friar Tux	1,517	
	Bubbles Poke & Boba	756	2,988
Building C	Mothers's Market	13,006	13,006
Building V	Butchery	3,200	3,200
Building D	DXL	10,000	
	DSW	17,450	27,450
Building E	Starbucks	1,195	
	Sushi Club	1,435	
	Existing Tenant	12,000	
	CCM	3,620	
	Grand Salon 2nd Fl	6,510	24,760
Building G	Existing Tenant	9,177	9,177
Building W	Judy's Dog Grooming	1,090	
	Nail Salon	1,305	2,395
Building H	Total Wine	18,013	18,013
Building J	Chipotle	2,564	
	Fibo Kids Art	900	
	Joint	1,071	
	Jax Donuts	1,365	
	Dry Bar	1,608	7,508
Building K	Buca	5,000	5,000
Building L	FedEx	4,000	
	Panini Grill	1,604	
	Pho Ha	2,004	7,608
Building M	Creamistry	1,141	
	European Wax	1,259	
	Jared	6,000	8,400
Building 0	Lucille's	11,829	11,829
Building P	Panera	4,135	
	BBQ Korean Chicken	1,200	
	Cal Fish Grill	2,900	
	Brea Mail Center	663	8,898
Building T	AT&T	4,700	·
-	CFA	3,759 _	8,45 <u>9</u>
EXISTING 7	TOTAL SQUARE FEET		158,691

RESIDENTIAL (4 LEVELS)									
(T) (T1) (T2) TOTAL									
L01	-	-	-	-					
L02	-	-	-	-					
L03	5	12	13	30					
L04	5	12	13	30					
L05	6	12	13	31					
L06	5	11	13	29					
TOTAL	TOTAL 21 47 52 120								
MIX	18%	39%	43%						

RESIDENTIAL UNIT MIX									
	AREA	MARKET RATE	AFFORABLE	# OF UNITS					
Т	455 SF	20	1	21					
T1	755 SF	45	2	47					
T2	836 SF	49	3	52					
TOTAL		114	6	120					

Realty Advisors

PROJECT SCOPE

NEW FOUR STORY RESIDENTIAL BUILDING, AMENITIES AND TWO LEVELS OF PARKING WITH NEW LANDSCAPE.

CODE AND PLANNING INFORMATION

EXISTING USE: OFFICE/RETAIL (M, B) PROPOSED USE: RESIDENTIAL W/ PARKING STRUCTURE LOT AREA: 13.16 ACRES (APN NOS. 319-391-01 & 319-391-04) 2.42 ACRES (OC FLOOD CONTROL DISTRICT LEASE FLOOD CHANNELS, APN NOS. 319-391-02 & 319-391-03)

15.58 ACRES IN TOTAL FOR 4 PARCELS

RESIDENTIAL DENSITY 120 / 15.58 = 7.7 UNITS / ACRE CONSTRUCTION AREA 77,101 SF FAR*: 0.47

0.26 LOT COVERAGE**: MIXED-USE II ZONING: 68'-4"' TOP OF PARAPET PROPOSED BLDG HEIGHT 64'-4" TOP OF ROOF

40' FROM PARKING STRUCTURE **REQUIRED SETBACKS:** FRONT (ASSOCIATED RD.): STREET SIDE (IMPERIAL HIGHWAY): 15' SIDE NORTH PROPERTY LINE:

PROPOSED BLDG. AREA: 162, 071 SF (PARKING STRUCTURE + APARTMENT) TYPE-IA & TYPE IIIA CONSTRUCTION TYPE: FIRE SPRINKLER: YES (FULLY SPRINKLERED)

FIRE ALARM: YES OCCUPANCY: R-2, S-2, B

PROJECT DATA

PROPERTY ADDRESS: 1639 E. IMPERIAL HWY., BREA, CA 92821 LEGAL DESCRIPTION: APN: LOT AREA: 319-391-01, 319-391-04 OCFCD LEASE AREA: 319-391-02,319-391-03

REAR WEST PROPERTY LINE:

20' (10' Alternate Means)

72.25'

(OK)

(OK)

VAN ACC, EV CHARGERS

TOTAL EV CHARGES

103.25'

ALLOWABLE AREA TABULATION										
BUILDING (TYPE III-A CONSTRUCTION) PER TABLE 506.2.2										
LEVEL-3 THROUGH LEVEL 6 UNDER TYPE-IIIA CONSTRUCTION										
OCC. GROUP	S-2	R-2	В	TOTAL	ALLOWABLE	RATIO	TO	OTAL		
LEVEL 6		27,640	1,402	29,042	29,042/86,160	0.34				
LEVEL 5		29,938		29,938	29,938/86,160	0.35				
LEVEL 4		29,820		29,820	29,820/86,160	0.35				
LEVEL 3		29,820		29,820	29,820/86,160	0.35				
3-HOUR HORIZ	ONTAL SI	EPARATIO	ON (LE)	/EL-1 & LI	EVEL-2 TYPE-IA)					
LEVEL 2	27,882	N/A	N/A	27,882						
LEVEL 1	11,942	N/A	3,627	15,569						
ACTUAL S2				43,451						
ACTUAL R2				118,620	< 172,320 OK					
TOTAL S2+R2				162,071						
ALLOWABLE	UNLIMIT				172,320	2.00				
SUMMATION $0.34 \pm 0.35 \pm 0.35 \pm 0.35 = 1.30$ $1.30 < 2.00$										

1.39 < 2 OK 0.34 + 0.35 + 0.35 + 0.35 = 1.39SUM OF THE RATIOS IS MET, THE INDIVIDUAL SUM FOR EACH FLOOR DOES NOT EXCEED 1.0 AND THE SUMMATION OF ALL FLOORS DOES NOT EXCEED 2

PARKING STRUCTURE IS 2-STORIES BUILDING WITH TYPE-IA CONSTRUCTION AND UNLIMITED ALLOWABLE AREA AND DEFINED AS A SEPARATE & DISTINCT BUILDING FROM APARTMENT LEVEL-3 THROUGH LEVEL-6 WITH TYPE -IIIA CONSTRUCTION ABOVE.

TOTAL R2 RATIO IS LESS THAN 1 PER LEVEL AND LESS THAN 2 PER TOTAL BUILDING THEREFORE: "OK"

BASIC ALLOWABLE AREA PER TABLE 506.2 FOR TYPE III-A NS of R-2 = 24,000 SF NS of S-2 = UNLIMITTED

NS of B = 28,500 SF

WITH AREA INCREASE AND WITHOUT HEIGHT INCREASE AND WITHOUT STORY INCREASE

ALLOWABLE AREA = $(A_t + (NS X I_f) X S_a)$ $S_a = 1$ For R-2 OCCUPANCY and $I_f = 0.59$ ALLOWABLE AREA = $A_t \times 2 = 2A_t \text{ (MAX PER BUILDING)}$ F1 = 313', F2 = 179', F3 = 335.3', AND P= 989FT FRONTAGE F1+F2+F3 = 827.3 FT AND F/P = 827.3 / 989.25 = 0.84 $I_{\epsilon} = (0.84 - 0.25) 30/30 = (0.84 - 0.25) * 1 = 0.59$ ALLOWABLE AREA = $(A_t + (NS \times I_f) \times S_a)$

AREA GROUP R-2 = (72,000 + (24,000 X 0.59)) * 1 = 86,160 SF PER LEVEL AND 172,320 (EACH BLDG) ALLOWABLE BLDG HEIGHT UNDER R-2(SPRINKLER) = 65 FT WITH AREA INCREASE (CBC 504.3) (OK) ALLOWABLE BLDG HEIGHT UNDER S-2 (SPRINKLER) = UNLIMITED

ALLOWABLE STORIES (R-2) SPRINKLER = 4 STORIES WITH AREA INCREASE (CBC 504.4) ALLOWABLE STORIES (S-2) SPRINKLER = UNLIMITED NOTE:

1. CONSTRUCTION TYPE APPLIES FOR NON-SEPARATED MIXED-USE

2. OCCUPANCY SEPARATION IS REQUIRED 1-HR FIRE BARRIER PER TABLE 508.4 BETWEEN GROUP S-2 AND B FOR SPRINKLER BUILDING

3. FIRE WALL IS NOT REQUIRED FOR R-2 (UNDER ALLOWABLE AREA)

PROJECT NARRATIVES

AO PROPOSED CONTEMPORARY DESIGN AS NEW TRANSFORMATION OF THIS NEW DEVELOPMENT AND UNDER PREVIOUS ENTITLEMENT. PROJECT INCLUDES (4) STORIES APARTMENT WITH TOTAL AREA OF 118,620 SF ON TOP OF (2) STORIES PARKING STRUCTURE WITH TOTAL AREA OF 43,451 SF. THE ENTIRE PROJECT IS 100% PRIVATE FUNDING. THE PARKING STRUCTURE INCLUDES A MAIN LOBBY AND SUPPORTING OFFICE, MAIL ROOM AND BIKE ROOM LOCATED AT THE GROUND LEVEL. THE APARTMENTS INCLUDE THREE DIFFERENT UNIT TYPES SPREADING BETWEEN LEVEL 3 THROUGH LEVEL 6: STUDIO, ONE BEDROOM AND TWO BEDROOMS. THE PROJECT INCLUDES A FITNESS CENTER, COMMUNITY ROOM AND AN OUTDOOR TERRACE LOCATED AT THE 6TH 5 LEVEL. OTHER SUPPORTING MECHANICAL ROOMS AND ELECTRICAL ROOMS SPREAD OUT IN VARIOUS LEVELS.

GENERAL PLAN AMENDMENT AND A ZONE CHANGE TO AMEND THE PROJECT SITE'S GENERAL PLAN AND ZONING DESIGNATION FROM GENERAL COMMERCIAL TO MIXED USE II, AND CONSTRUCT A NEW 6-STORY, 120-UNITS APARTMENT BUILDING AT THE NORTHWEST CORNER OF THE PROPERTY. THE PROJECT ALSO PROPOSES TO UTILIZE STATE DENSITY BONUS LAW PROVISIONS RELATED TO WAIVERS.

THE PROPOSED PROJECT ENTITLEMENT INCLUDES THE FOLLOWING:

O GENERAL PLAN AMENDMENT (GPA) NO. 2024-01

AMENDMENT OF THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL TO MIXED-

O ZONE CHANGE (ZC) NO. 2024-01

AMENDMENT OF THE ZONING DESIGNATION FROM GENERAL COMMERCIAL (PRECISE DEVELOPMENT OVERLAY) TO MIXED-USE II (MU-II) O DENSITY BONUS (DB) NO. 2024-01

UTILIZATION OF AVAILABLE CONCESSIONS/INCENTIVES AND WAIVERS BY PROVIDING 6 AFFORDABLE UNITS

O PRECISE DEVELOPMENT (PD) NO. 2024-01

120 RESIDENTIAL HOUSING DEVELOPMENT ON TOP OF A TWO-STORY PARKING STRUCTURE; AND DEMOLITION OF AN EXISTING 7,500 SQUARE FOOT COMMERCIAL BUILDING (BUILDING K) AND

RECONSTRUCTION OF A 5,000 SQUARE FOOT BUILDING. O CONDITIONAL USE PERMIT (CUP) NO. 2024-03 & 2024-04

MULTI-FAMILY DWELLING LAND USE AN EXCEPTION OR MODIFICATION TO OFF-STREET PARKING REQUIREMENTS FOR THE COMMERCIAL COMPONENT OF THE SHOPPING CENTER VIA SHARED PARKING

O SIGN PROGRAM SUBMITTAL (CUP) NO.2025-05

BLDG ELEMENTS PER TABLE 601

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)							
BUILDING ELEMENTS	TYPE III-A	TYPE I-A					
PRIMARY STRUCTURAL FRAME	1	3					
BEARING WALL EXTERIOR	2	3					
BEARING WALL INTERIOR	1	3					
NONBEARING WALLS AND PARTITIONS EXTERIOR	PER TALBE 705.5	PER TALBE 705.5					
NONBEARING WALLS AND PARTITIONS INTERIOR	0	0					
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	1	2					
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	1	1 1/2					

BLDG ELEMENTS PER TABLE 705.5

FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE PER TABLE 705.5									
FIRE SEPARATION DISTANCE	TYPE OF CONSTRUCTION	OCC. GROUPS S-2, B	OCC. GROUP R-2 REQUIRED	OCC. GROUP R-2 PROVIDED					
FIRE SEPARATION DISTANCE LEVEL 1 TO LEVEL 5				EXTERIOR BEARING					
10' ≤ NORTH WALL < 30'	III-A over I-A	1	1	2					
EAST WALL > 30'	III-A over I-A	0	0	2					
SOUTH WALL > 30'	III-A over I-A	0	0	2					
WEST WALL > 30'	III-A over I-A	0	0	2					

PARKING DATA&CALGREEN

PARKING TABUI ATION PER 120 APARTMENT UNITS = REQUIRED 146 PARKING

PARKING TABULATION PER 120 APAR	IIVIENI UNITS - RE	QUINED 140 PARK	ING			
PROPOSED PARKING TABULATION	COMPACT	STANDARD	SUBTOTAL	STANDARD ACCESSIBLE	VAN ACCESS.	
PARKING STRUCTURE	3	92	95			
SURFACE PARKING	21	30	51			
REQUIRED ACCESSIBLE 2% PARKING				2	1	
REQUIRED ACCESSIBLE EV					3	
PROVIDED ACCESSIBLE PARKING					3	
PROVIDED ACCESSIBLE EV				3		
PROVIDED ACCESSIBLE (PARK+EV)					6	
PROVIDED ACCESSIBLE (PARK+EV)	24	122	146			
EV CHARGES PER CALGREEN 2022	REQUIRED	PROVIDED	TOTAL STALLS =	146		
EV CAPABLE NOT REQUIRED (NEW)	0	0	EV RACEWAY - EV CAPABLE (EVCAP) = NOT REQUIRED			
STANDARD EV READY 40%	59	60	EV CHARGING RECEPTACLES 40% (EVR) = 59			

EV CHARGES PER CALGREEN 2022	REQU	IIRED	PROV	/IDED	TOTAL STALLS = 146	
EV CAPABLE NOT REQUIRED (NEW)	0		0		EV RACEWAY - EV CAPABLE (EVCAP) =	NOT REQUIRED
STANDARD EV READY 40%	5	9	60)	EV CHARGING RECEPTACLES 40% (EVR)	
STANDARD EV CHARGERS 10%	13		13		(EVR) EV READY PARK SPACES (EVC)	= 60 (PROVIDED)
AMBULATORY EV CHARGERS	0	15	1	16	,	= 16 (PROVIDED)
STANDARD ACC. EV CHARGERS	1	10	1	10	DENSITY BONUS PARKING REQUIREMENT	-
VAN ACC EVICHADOEDS	1		1		STUDIO / 1B =68X1= 68 PARKING REQUIRE	ED

PROJECT INFORMATION

B =52X1.5 = 78 PARKING REQUIRED

TOTAL: 146 PARKING REQUIRED

SHEET INDEX

COVER SHEET

PROJECT INFORMATION

SITE PHOTOS

SITE PHOTOS

EXISTING SITE PLAN

PROPOSED SITE PLAN

FIRE MASTER PLAN

PHOTOMETRIC PLAN PROPOSED ENLARGED SITE PLAN (PLAN LEVEL 1)

PROPOSED FLOOR PLAN LEVEL 2

PROPOSED FLOOR PLAN LEVEL 3-4

PROPOSED FLOOR PLAN LEVEL 5

13 PROPOSED FLOOR PLAN LEVEL 6

14 PROPOSED BUILDING ROOF PLAN 15

PROPOSED UNIT TYPES

PROPOSED BUILDING ELEVATIONS 16

18 PROPOSED BUILDING SECTIONS

19 PROPOSED MATERIALS AND COLOR SELECTIONS

PROPOSED BUILDING ELEVATIONS

20 NORTH ELEVATION OPENING CALCULATION

21 3D VIEW-1

22 3D VIEW-2

17

C1 CONCEPTUAL GRADING PLAN

C2 CONCEPTUAL GRADING PLAN

C3 CONCEPTUAL UTILITY PLAN

C4 **EASEMENT EXHIBIT**

C5 DEMO & EROSION PLAN

C6 ALTA

C7 ALTA

C8 ALTA

LANDSCAPE SITE PLAN LEVEL 1

LANDSCAPE SITE PLAN LEVEL 1

L3 LANDSCAPE SITE PLAN LEVEL 6

HARDSCAPE IMAGERY

LANDSCAPE TREE PLAN LEVEL 1

LANDSCAPE TREE PLAN LEVEL 1

LANDSCAPE TREE PLAN LEVEL 6

LANDSCAPE SHRUB PLAN LEVEL 1

LANDSCAPE SHRUB PLAN LEVEL 1 L9

L10 LANDSCAPE SHRUB PLAN LEVEL 6 LANDSCAPE SHADE CALCULATIONS L11

L12 LANDSCAPE AREA CALC. / OPEN SPACE CALC.

L13 CERTIFICATE OF LANDSCAPE DESIGN/ WATER EFFICIENT/

LANDSCAPE WORKSHEET

PLANTING IMAGERY

NOTE: PLEASE NOTE THAT THE SIGNAGE SUBMITTAL FOR THE PROJECT WILL BE DEFERRED TO A LATER DATE, PENDING FURTHER COORDINATION AND APPROVAL

CIVIL:

CA ENGINEERING

TUSTIN, CA 92780

FRED CORNWELL

TEL: 949-724-9480

CONTACT:

13821 NEWPORT AVE., SUITE 110

CLIENT:

BOSC REALTY ADVISORS 888 W. BIG BEAVER ROAD, STE. 200 TROY, MI 48084

CONTACT: WAAD J. NADHIR

EMAIL: WNAHDIR@BOSC.COM

EMAIL: FCORNWELL@CA-ENG.NET

AO ARCHITECTS 144 N ORANGE STREET ORANGE, CA 92866

CONTACT:

ARCHITECT:

Bruce Greenfield, Partner LLP TEL: 714-639-9860 EMAIL: bruceg@aoarchitects.com LANDSCAPE ARCHITECT:

144 N ORANGE STREET ORANGE, CA 92866

AO ARCHITECTS

CONTACT:

Diego Alessi, Principal LLP TEL: 714-639-9860

EMAIL: diegoa@aoarchitects.com





BREA PLAZA LIVING



BUILDINGS E & G



BUILDINGS E & G



BUILDING E



BUILDING E



BUILDING E



BUILDING G



PROPOSED CONSTRUCTION AREA



PROPOSED CONSTRUCTION AREA



KEY PLAN









BUILDING D



BUILDINGS C&V



BUILDING P



BUILDING K



BUILDING K



BUILDINGS L&M



BUILDING O



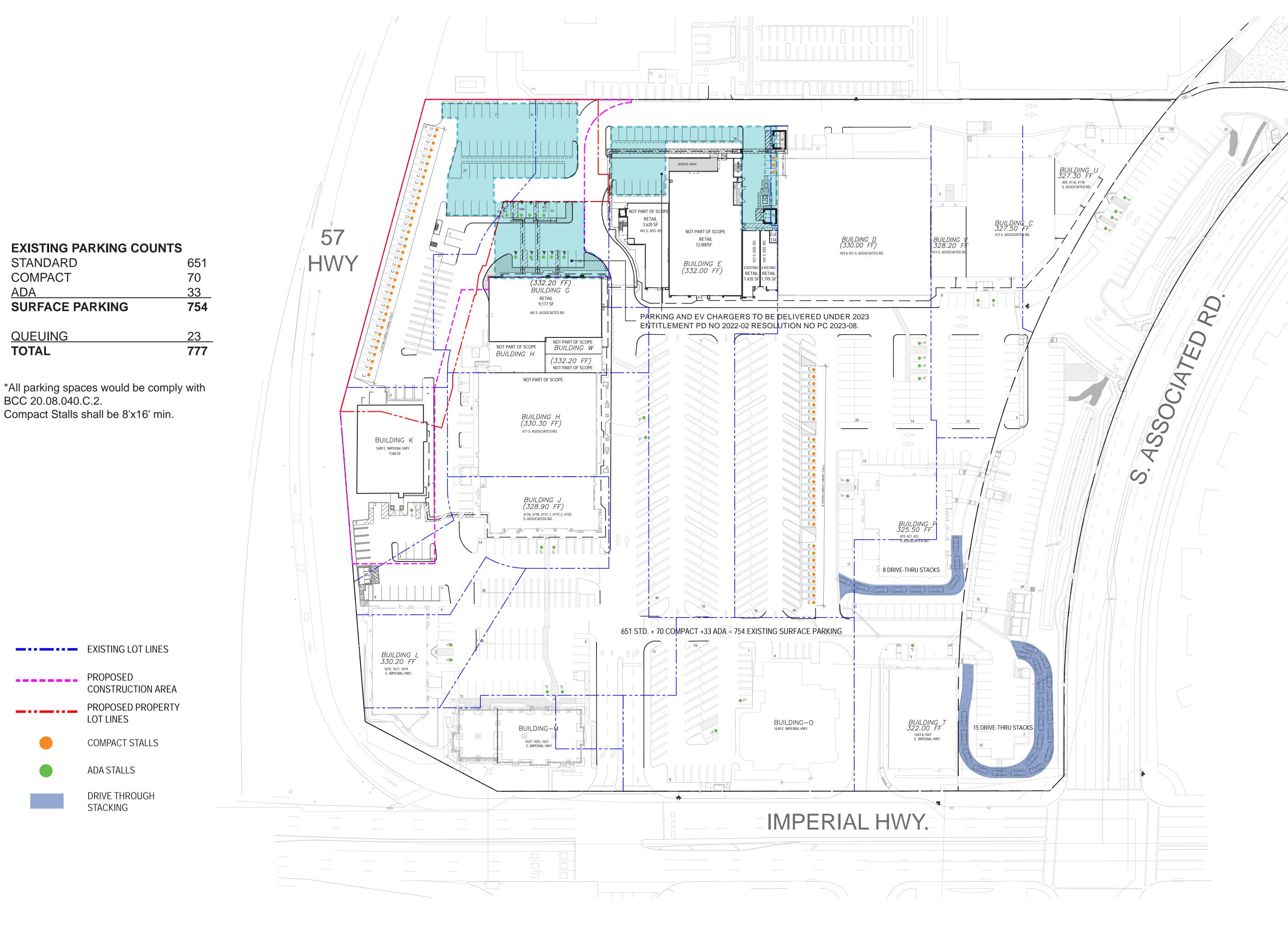
BUILDING T













STANDARD

COMPACT

QUEUING

BCC 20.08.040.C.2.

Compact Stalls shall be 8'x16' min.

EXISTING LOT LINES

PROPOSED

LOT LINES

ADA STALLS

STACKING

CONSTRUCTION AREA

PROPOSED PROPERTY

COMPACT STALLS

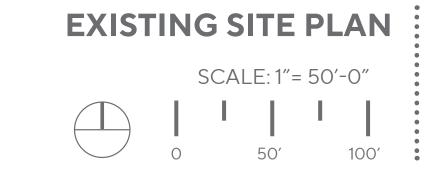
DRIVE THROUGH

TOTAL

SURFACE PARKING

<u>ADA</u>

BREA PLAZA LIVING





PARKING TABLE								
Structured Parking								
1st Floor	53							
2nd Floor	42	95						
Surface Parking	671	671						
Drive Thru Stacking								
CFA	15							
Panera	8	23						
TOTAL PARKING		789						
	·	·						

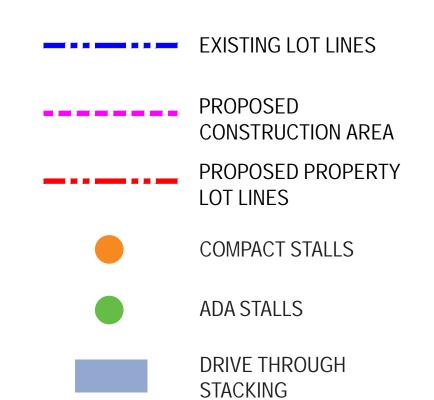
PROPOSED PARKING COUNTS

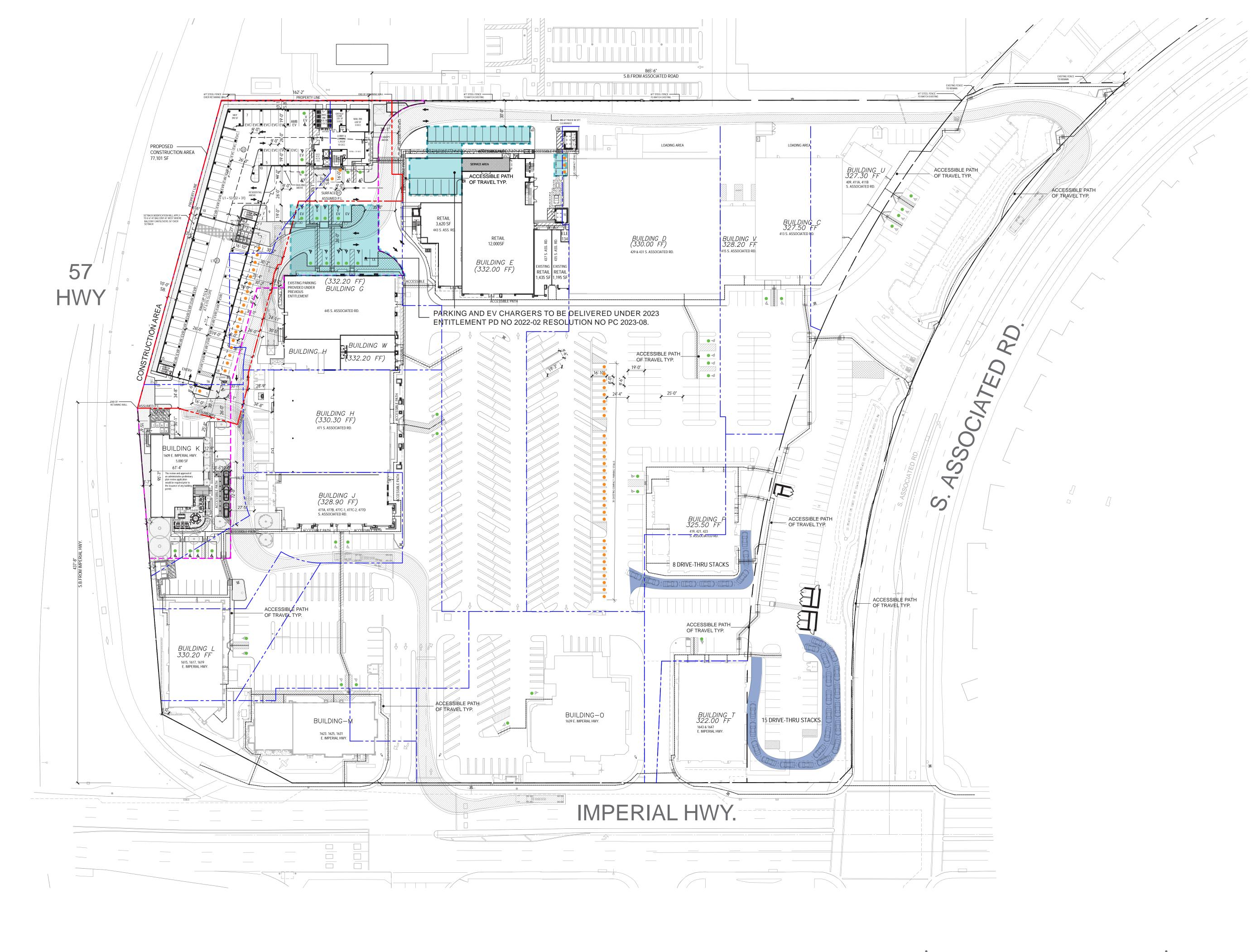
TOTAL	766
ADA	41
COMPACT	57
STANDARD	668

QUEUING23TOTAL789

*Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system that complies with the City of Brea, Guideline for Emergency Radio Responder Coverage. Plans for the emergency radio communication enhancement system shall be submitted to the Brea Fire Department for review and approval prior to installation.

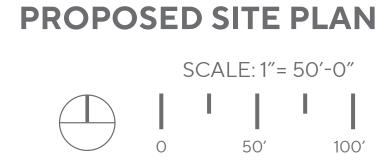
**All parking spaces would be comply with BCC 20.08.040.C.2.
Compact Stalls shall be 8'x16' min.



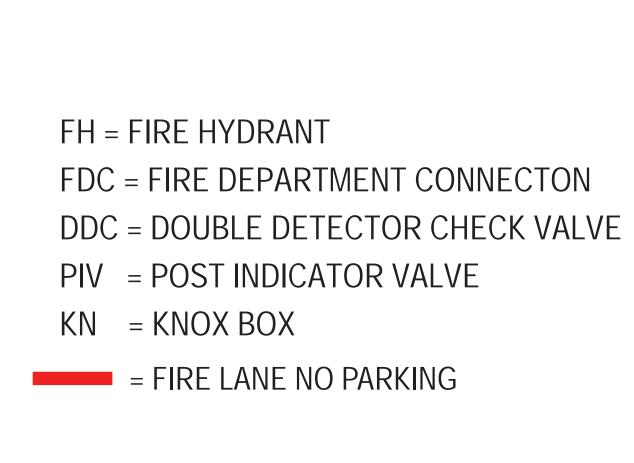




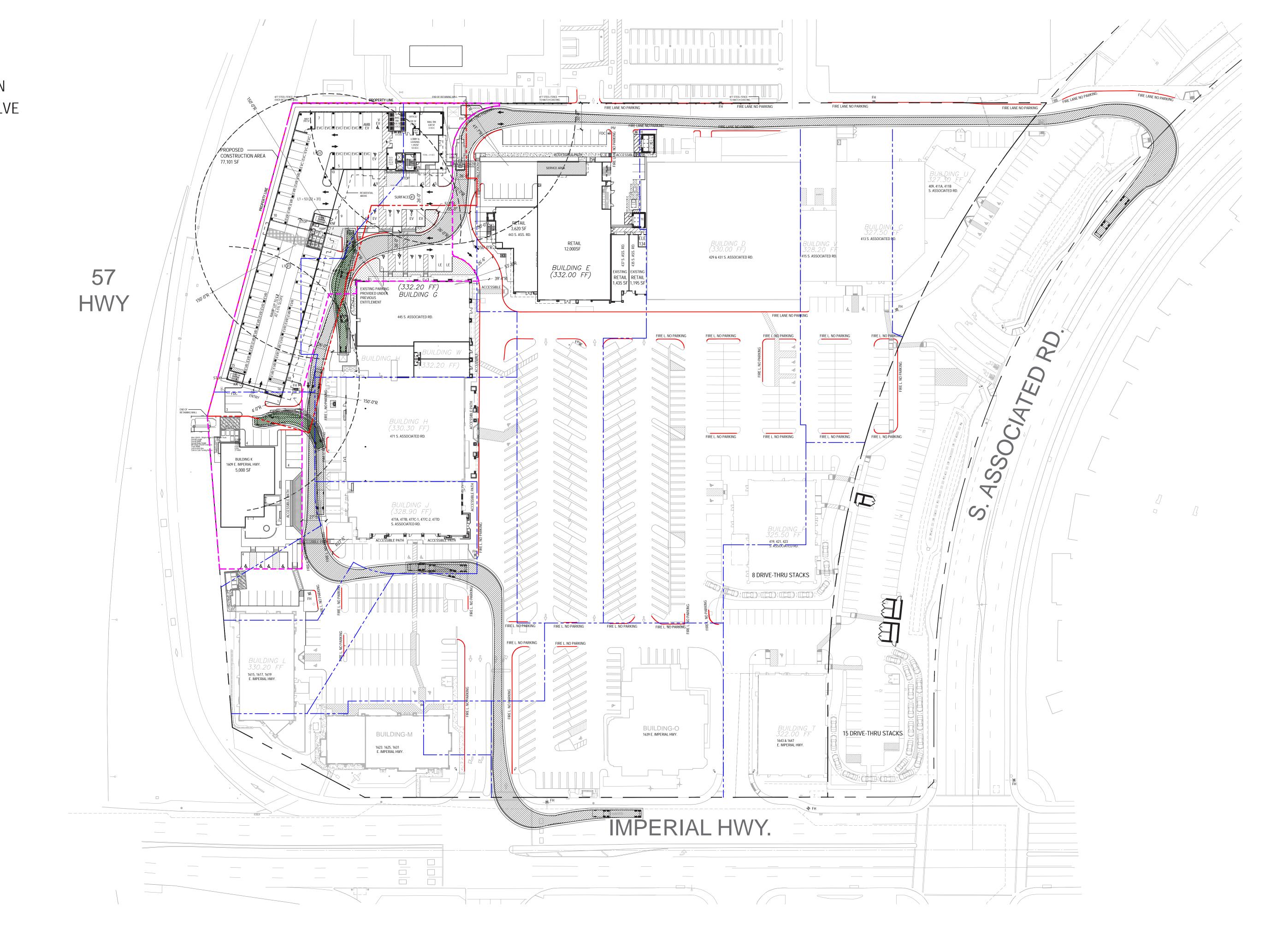
BREA PLAZA LIVING



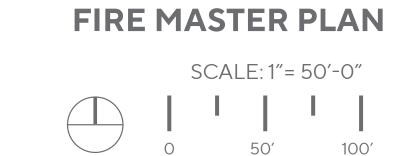




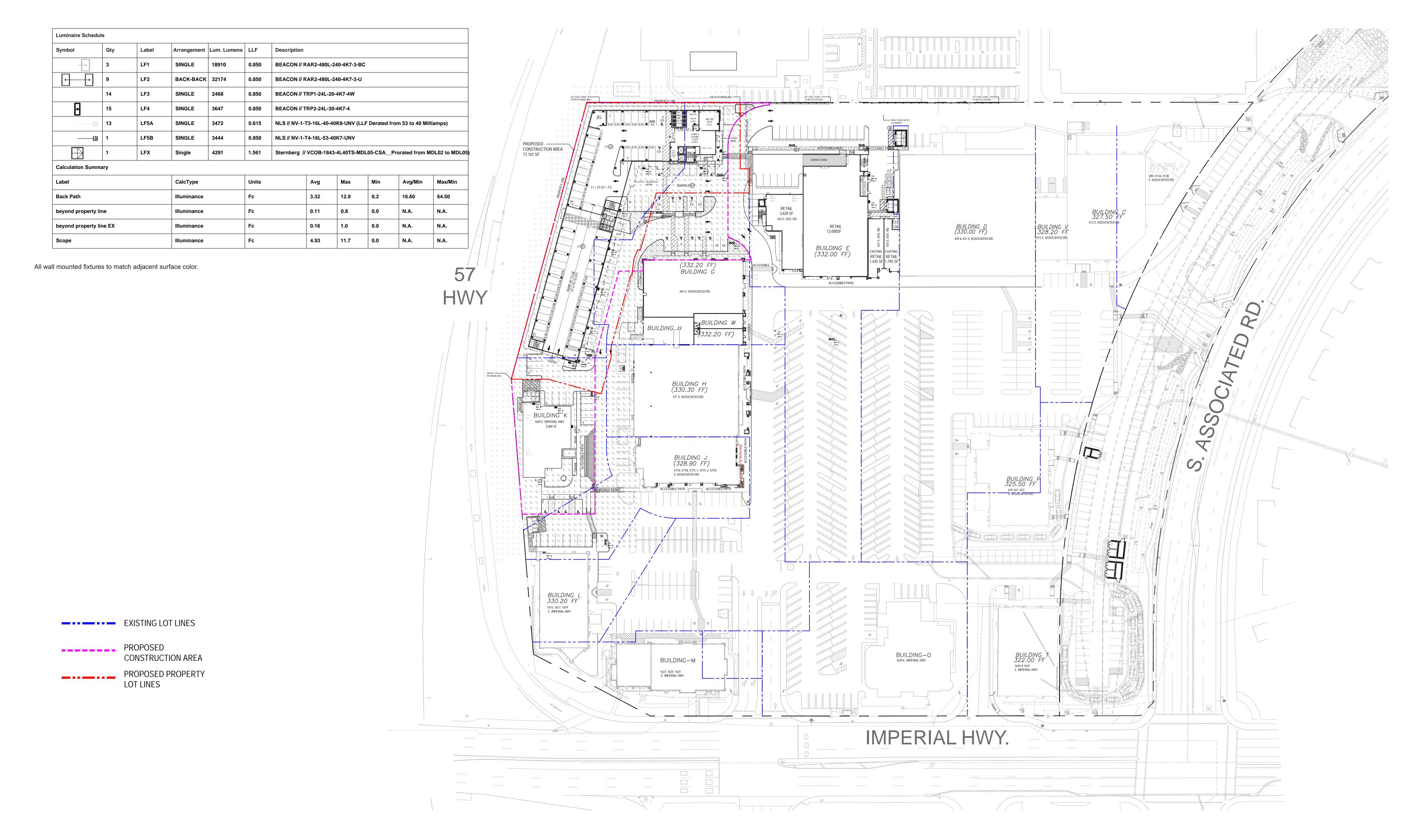
PROPOSED CONSTRUCTION AREA PROPOSED PROPERTY LOT LINES



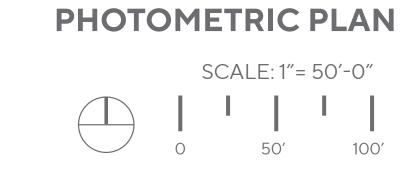




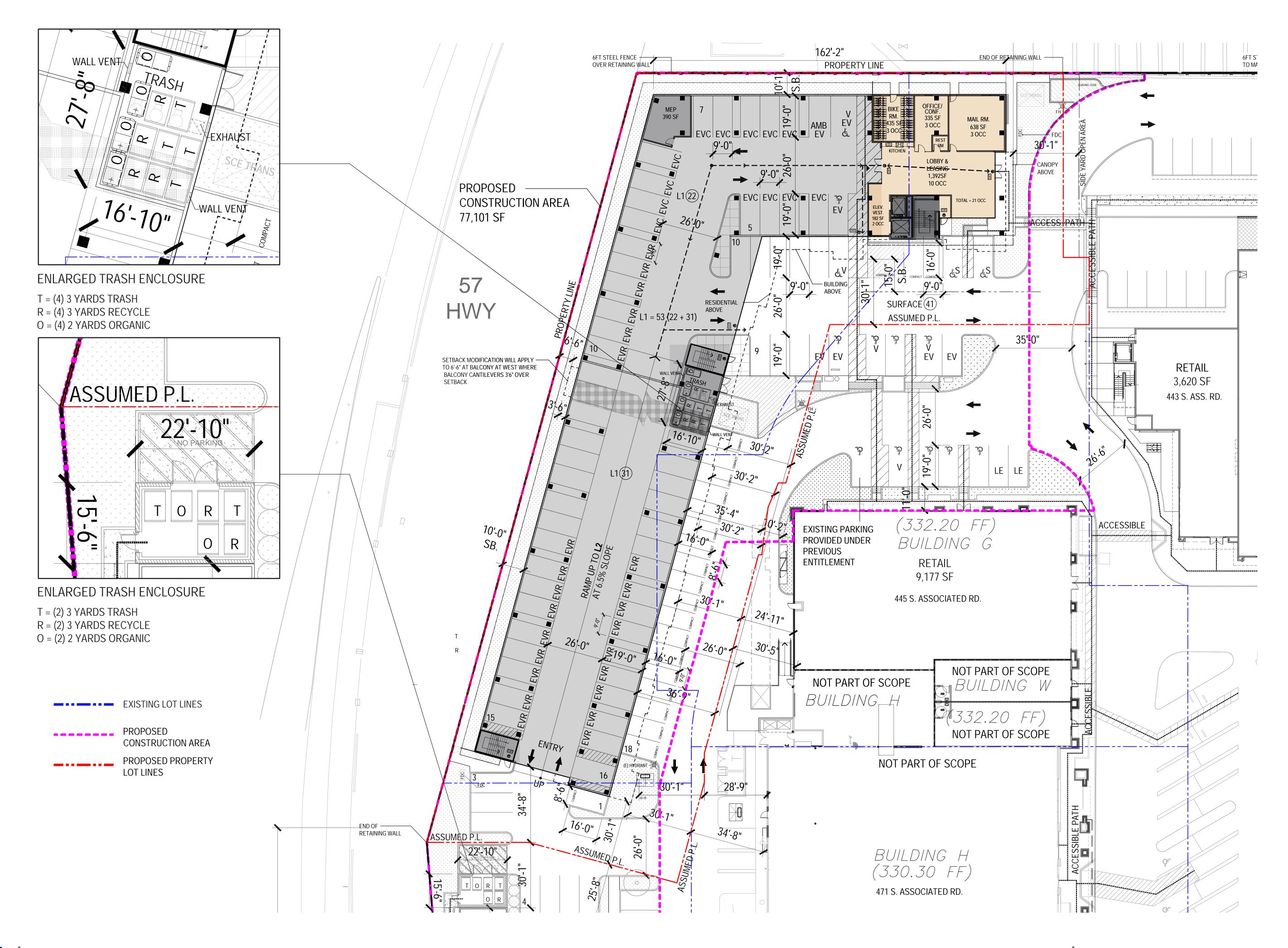














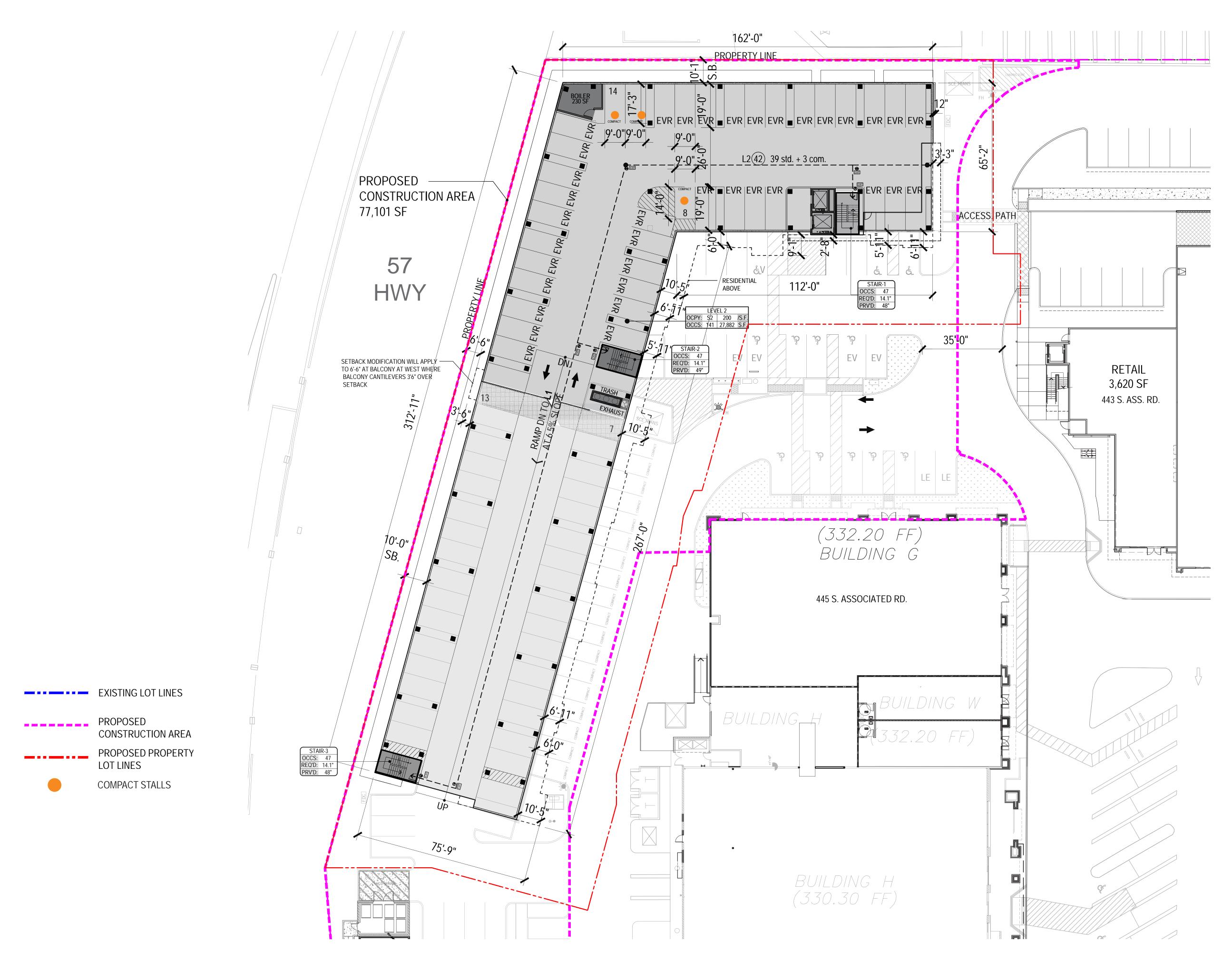
BREA, CA 92821

ENLARGED PROPOSED SITE PLAN (PLAN LEVEL 1)

SCALE: 1"= 20'-0"

0 20' 40'











	RESIDENTIAL (4 LEVELS)				
	(T)	(T1)	(T2)	TOTAL	
L01	-	-	-	-	
L02	-	-	-	-	
L03	5	12	13	30	
L04	5	12	13	30	
L05	6	12	13	31	
L06	5	11	13	29	
TOTAL	21	47	52	120	
MIX	18%	39%	43%		

RESIDENTIAL UNIT MIX				
	AREA	MARKET RATE	AFFORABLE	# OF UNITS
Т	455 SF	20	1	21
T1	755 SF	45	2	47
T2	836 SF	49	3	52
TOTAL		114	6	120

T UNIT

T1 UNIT

T2 UNIT

CONSTRUCTION AREA

PROPOSED PROPERTY LOT LINES

PROPOSED





BREA PLAZA LIVING





-				
RESIDENTIAL (4 LEVELS)				
	(T)	(T1)	(T2)	TOTAL
L01	-	-	-	-
L02	-	-	-	-
L03	5	12	13	30
L04	5	12	13	30
L05	6	12	13	31
L06	5	11	13	29
TOTAL	21	47	52	120
MIX	18%	39%	43%	

RESIDENTIAL UNIT MIX				
	AREA	MARKET RATE	AFFORABLE	# OF UNITS
Т	455 SF	20	1	21
T1	755 SF	45	2	47
T2	836 SF	49	3	52
TOTAL		114	6	120

T UNIT

T1 UNIT

T2 UNIT

CONSTRUCTION AREA

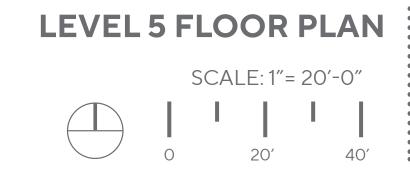
PROPOSED PROPERTY LOT LINES

PROPOSED





BREA PLAZA LIVING





	RESIDENTIAL (4 LEVELS)				
	(T)	(T1)	(T2)	TOTAL	
L01	-	-	-	-	
L02	-	-	-	-	
L03	5	12	13	30	
L04	5	12	13	30	
L05	6	12	13	31	
L06	5	11	13	29	
TOTAL	21	47	52	120	
MIX	18%	39%	43%		

RESIDENTIAL UNIT MIX				
	AREA	MARKET RATE	AFFORABLE	# OF UNITS
Т	455 SF	20	1	21
T1	755 SF	45	2	47
T2	836 SF	49	3	52
TOTAL		114	6	120

T UNIT

T1 UNIT

T2 UNIT

CONSTRUCTION AREA

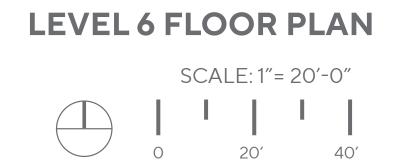
PROPOSED PROPERTY LOT LINES

PROPOSED

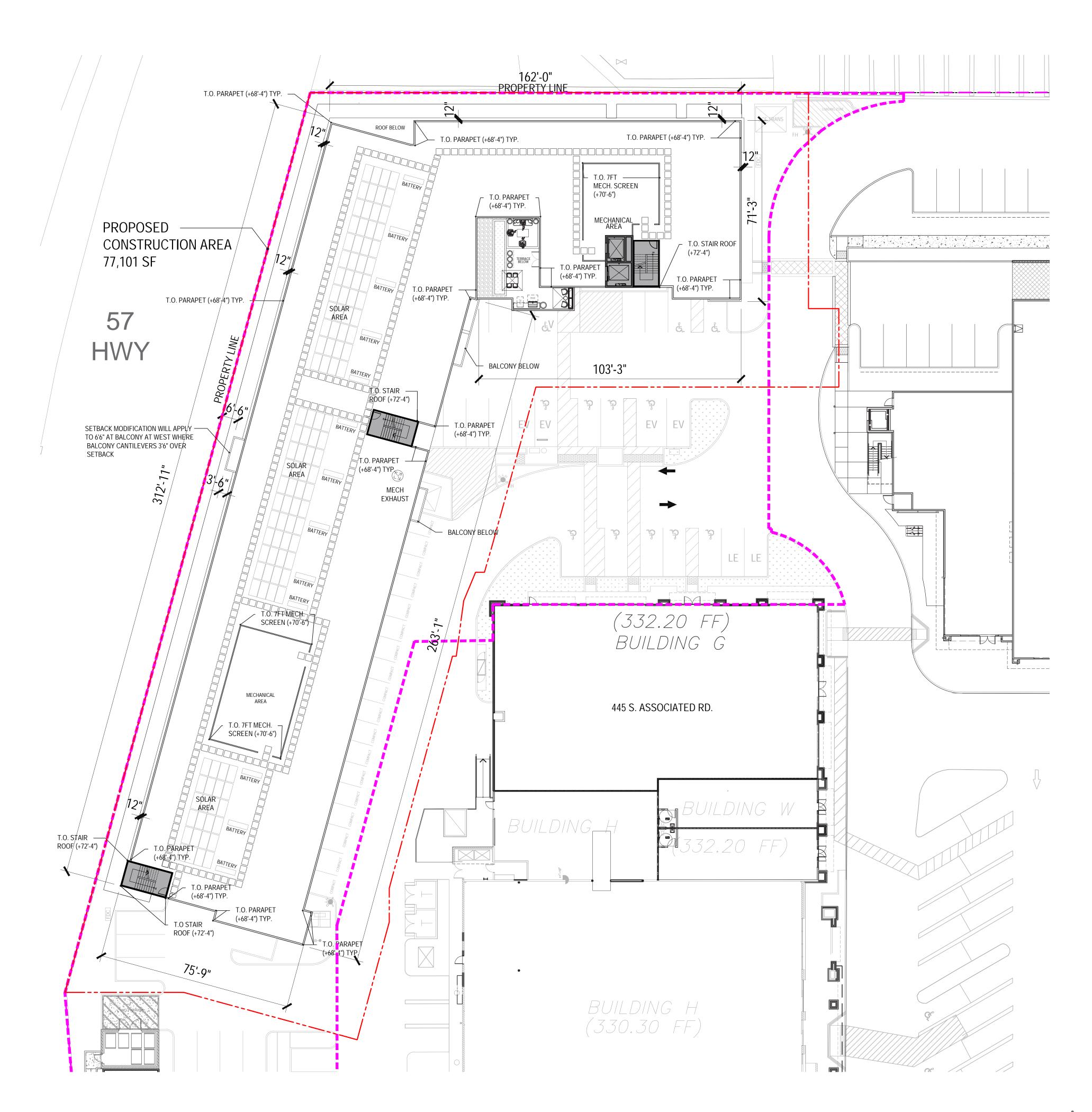


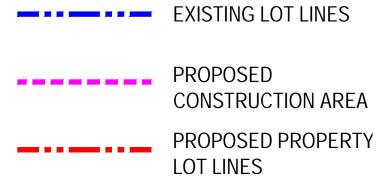


BREA PLAZA LIVING

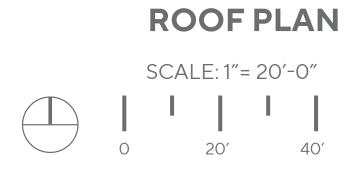




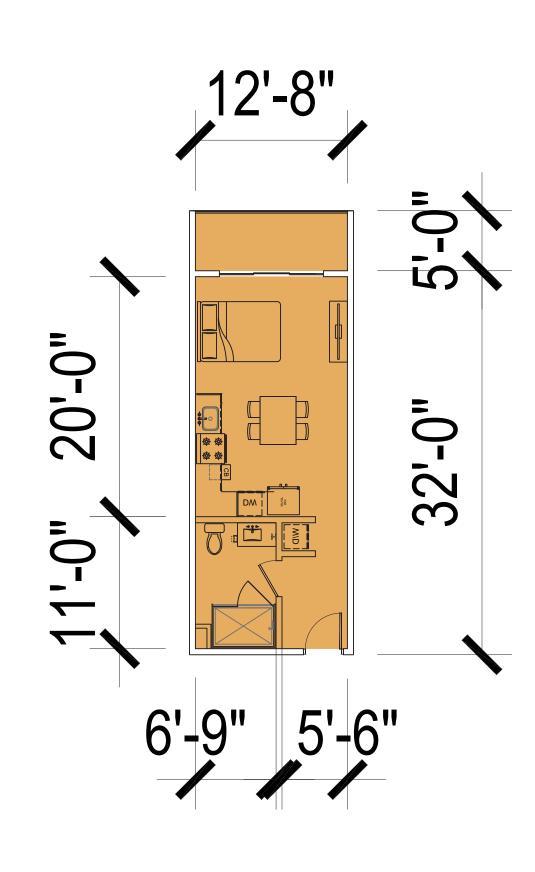


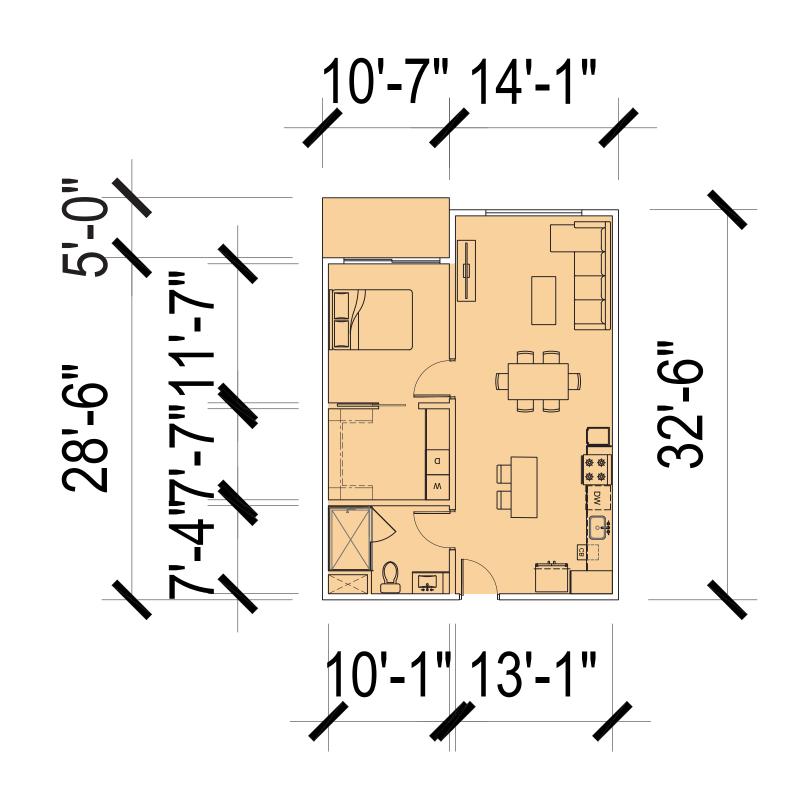


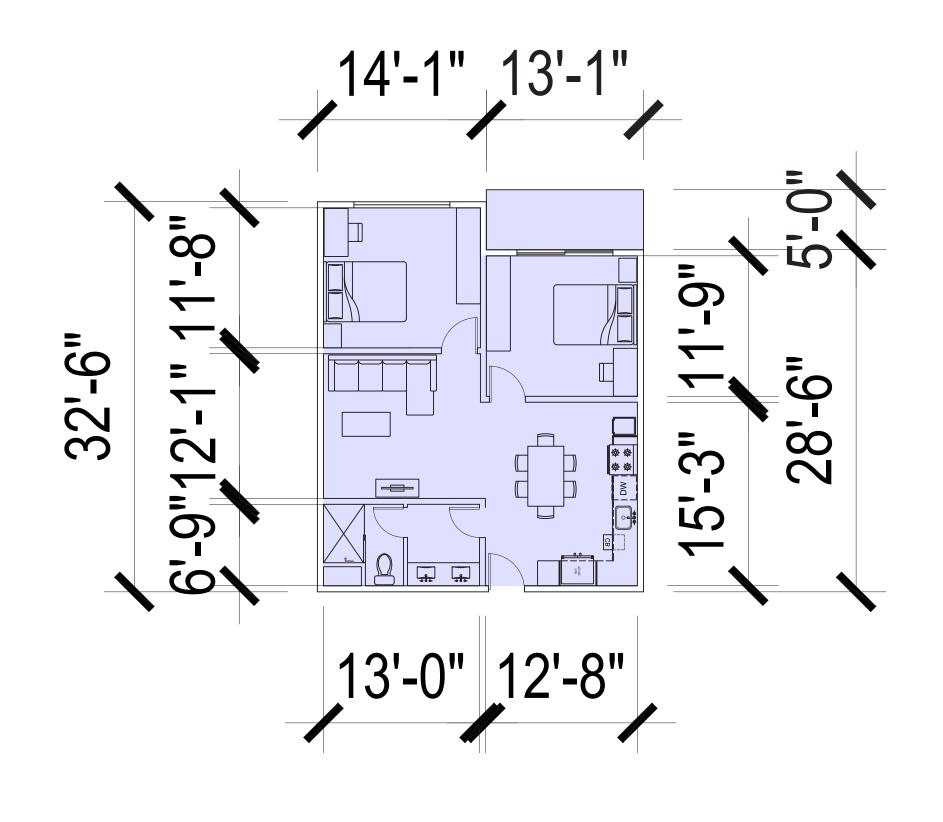












T MODULE

UNIT SIZE: 455 SF **BALCONY SIZE:** 63.3 SF

TOTAL PRIVATE

OPEN SPACE: 63.3X21 = 1,329 SF

T1 MODULE

UNIT SIZE: 755 SF **BALCONY SIZE:** 53 SF

TOTAL PRIVATE

OPEN SPACE: 53X47 = 2,491 SF

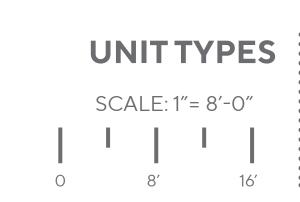
T2 MODULE

65.4 SF

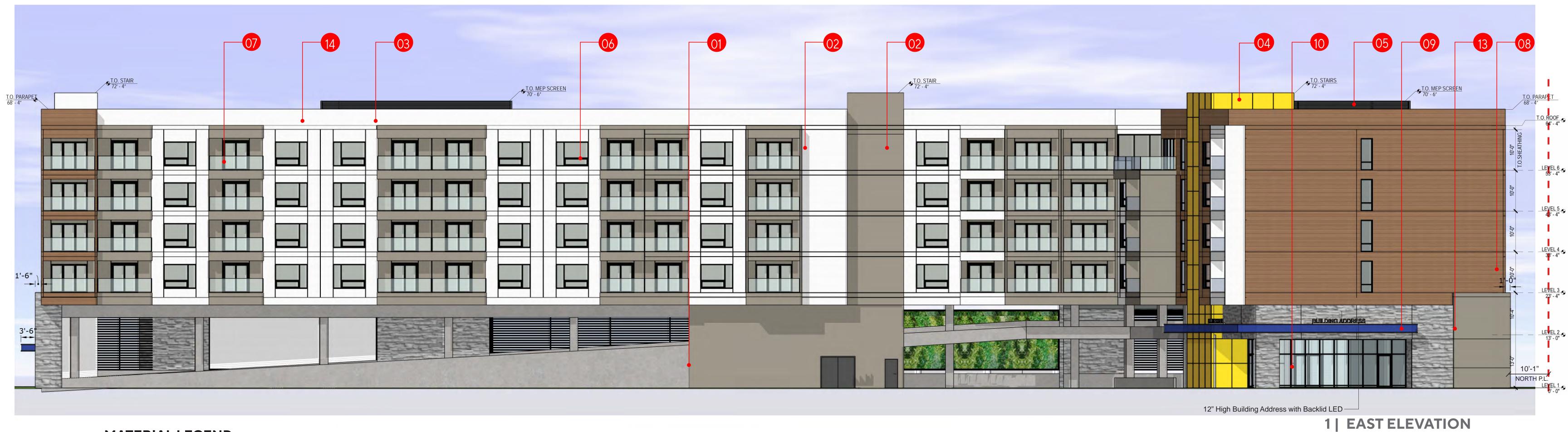
UNIT SIZE: 836 SF

BALCONY SIZE: TOTAL PRIVATE

OPEN SPACE: 65.4X52 = 3,400 SF



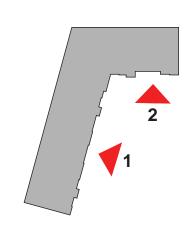




MATERIAL LEGEND

- PAINTED SMOOTH CONCRETE
- PAINTED STUCCO FINISH METAL FRINGE
- PAINTED STUCCO FINISH PRECIOUS PEARL
- COLORED GLASS
- MECHANICAL SCREEN DARK GRAY
- OPERABLE WINDOW (VISIBILITY = 0.65 MIN)
- GLASS RAILING
- NEW TECH WOOD PERUVIAN TEAK
- STEEL CANOPY W/ COLOR BAND
- STOREFRONT SYSTEM: BLACK W/ CLEAR GLASS (VISIBILITY = 0.65 MIN)
- DARK BRONZE ANODIZED ALUM. LOUVERS
- LIVING GREEN WALL
- SIERRA LEDGE WASATCH GREY CORONADO STONE

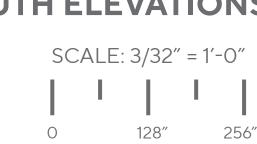




Realty Advisors

BREA PLAZA LIVING

EAST AND SOUTH ELEVATIONS





BREA, CA 92821

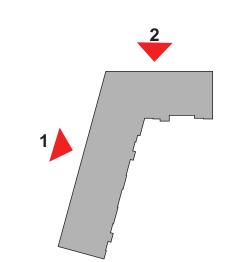
2 | SOUTH ELEVATION



- PAINTED SMOOTH CONCRETE
- PAINTED STUCCO FINISH METAL FRINGE
- 03 PAINTED STUCCO FINISH PRECIOUS PEARL
- 04 COLORED GLASS
- 05 MECHANICAL SCREEN DARK GRAY
- OPERABLE WINDOW (VISIBILITY = 0.65 MIN)
- 07 GLASS RAILING
- 08 NEW TECH WOOD PERUVIAN TEAK
- 09 STEEL CANOPY W/ COLOR BAND
- STOREFRONT SYSTEM: BLACK W/ CLEAR GLASS (VISIBILITY = 0.65 MIN)
- 11 DARK BRONZE ANODIZED ALUM. LOUVERS
- 12 LIVING GREEN WALL
- 13 SIERRA LEDGE WASATCH GREY CORONADO STONE













A | WEST SECTION



B | EAST SECTION



BREA PLAZA LIVING



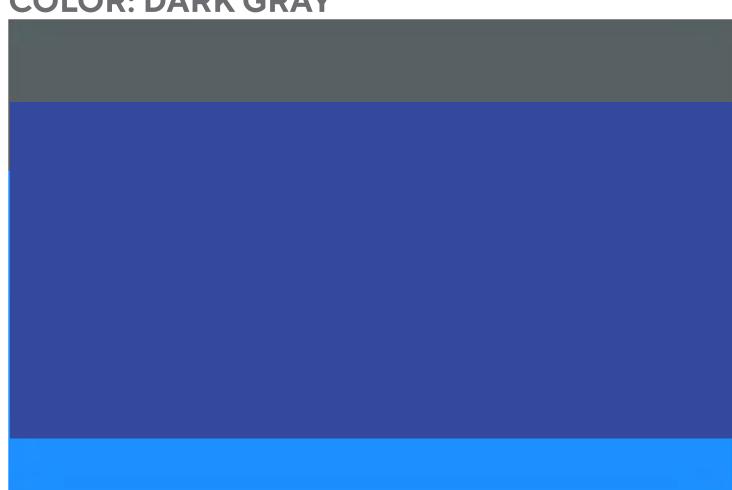




01 - PAINTED SMOOTH CONCRETE



05 - MECHANICAL SCREEN **COLOR: DARK GRAY**



09 -STEEL CANOPY GRAY W/ COLOR BAND



02 - PAINTED STUCCO FINISH **DUNN EDWARDS - DET626 METAL FRINGE**

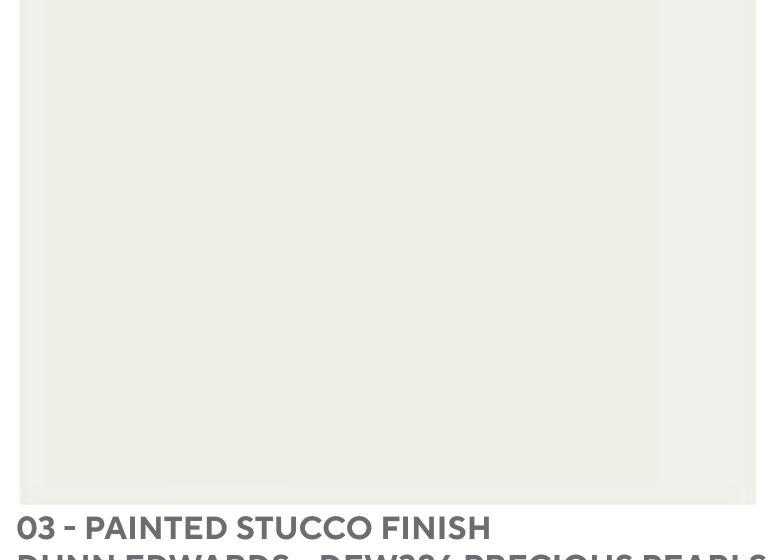


06 - OPERABLE WINDOW - BLACK (VISIBILITY = 0.65 MIN)



10 - CLEAR GLASS WITH BLACK ANODIZED **ALUMINUM STOREFRONT SYSTEM** (VISIBILITY = 0.65 MIN)





DUNN EDWARDS - DEW386 PRECIOUS PEARLS



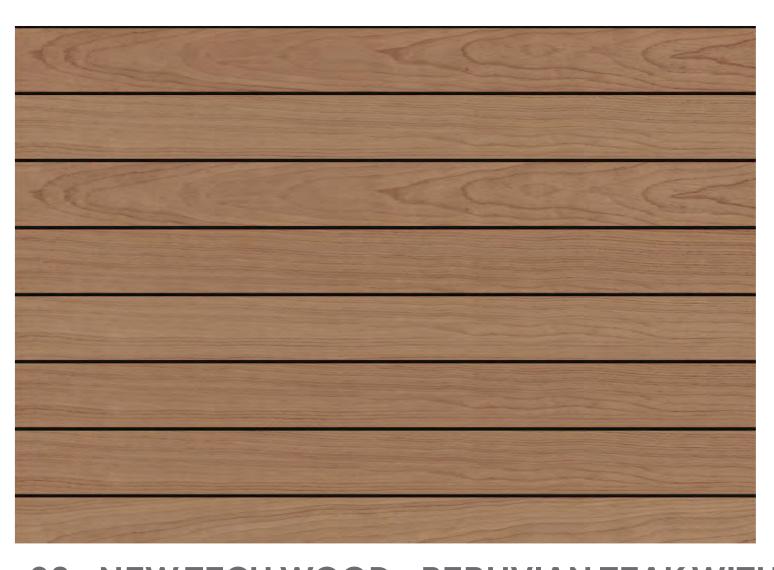
07 -BALCONY GLASS RAILING



11 - DARK BRONZE ANODIZED ALUM. LOUVERS



04 - COLORED GLASS

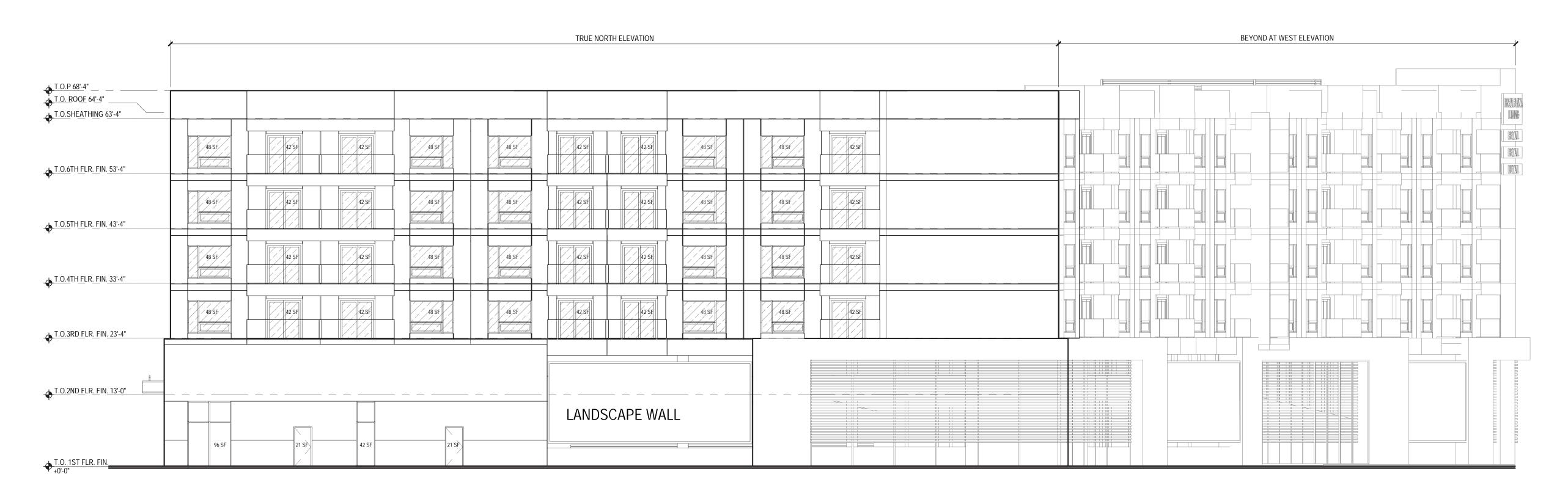


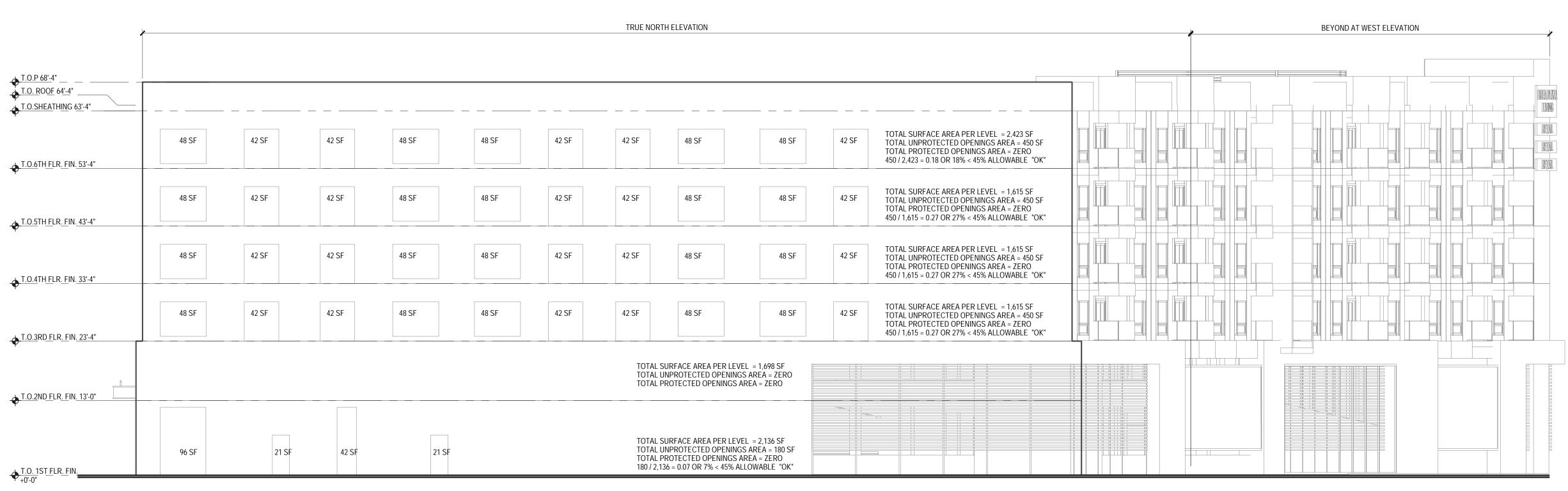
08 - NEW TECH WOOD - PERUVIAN TEAK WITH **SMOOTH FINISH**



12 - LIVING GREEN WALL







OPENING CALCULATIONS PER CBC TABLE 705.8

OVERALL OPENING CALS PER CBC 705.8

TOTAL SURFACE AREA = 11,097 SF.
UNPROTECTED OPENINGS = (5X4X48) + (5X4X42) + 180 =1,980 SF.
PROTECTED OPENINGS = ZERO

ALLOWABLE UNPROTECTED OPENINGS = 45% 1,980 / 11, 097 = 0.17 OR 17%

17% < 45% OK

OPENINGS CALS PER LEVEL PER CBC 705.8

LEVEL 6 = 18% < 45% OK LEVEL 5 = 27% < 45% OK LEVEL 4 = 27% < 45% OK

LEVEL 4 = 27% < 45% OK LEVEL 3 = 27% < 45% OK

LEVEL 2 = ZERO < 45% OK LEVEL 1 = 7% < 45% OK



2024-0324

2025-03-03

BREA PLAZA LIVING

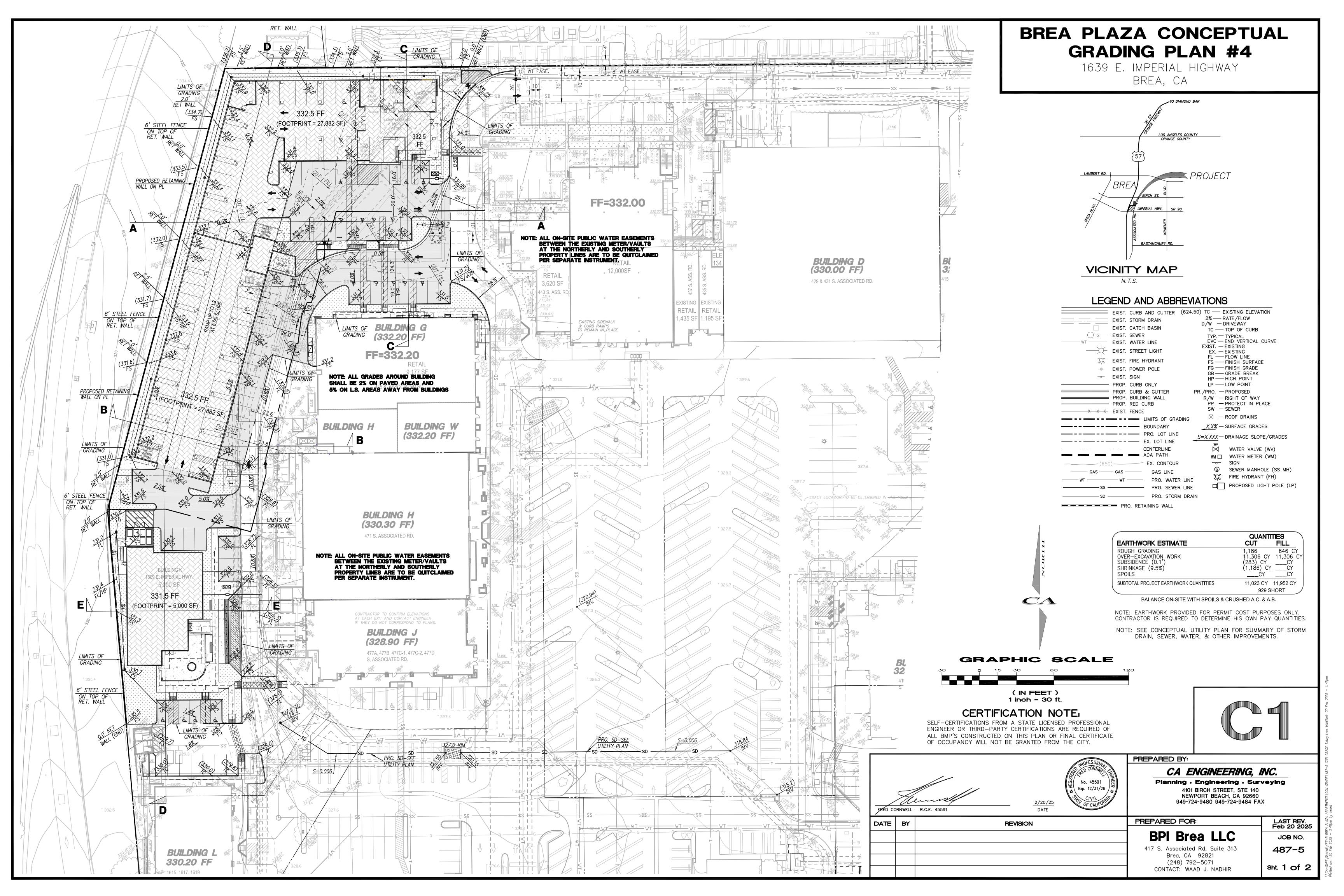


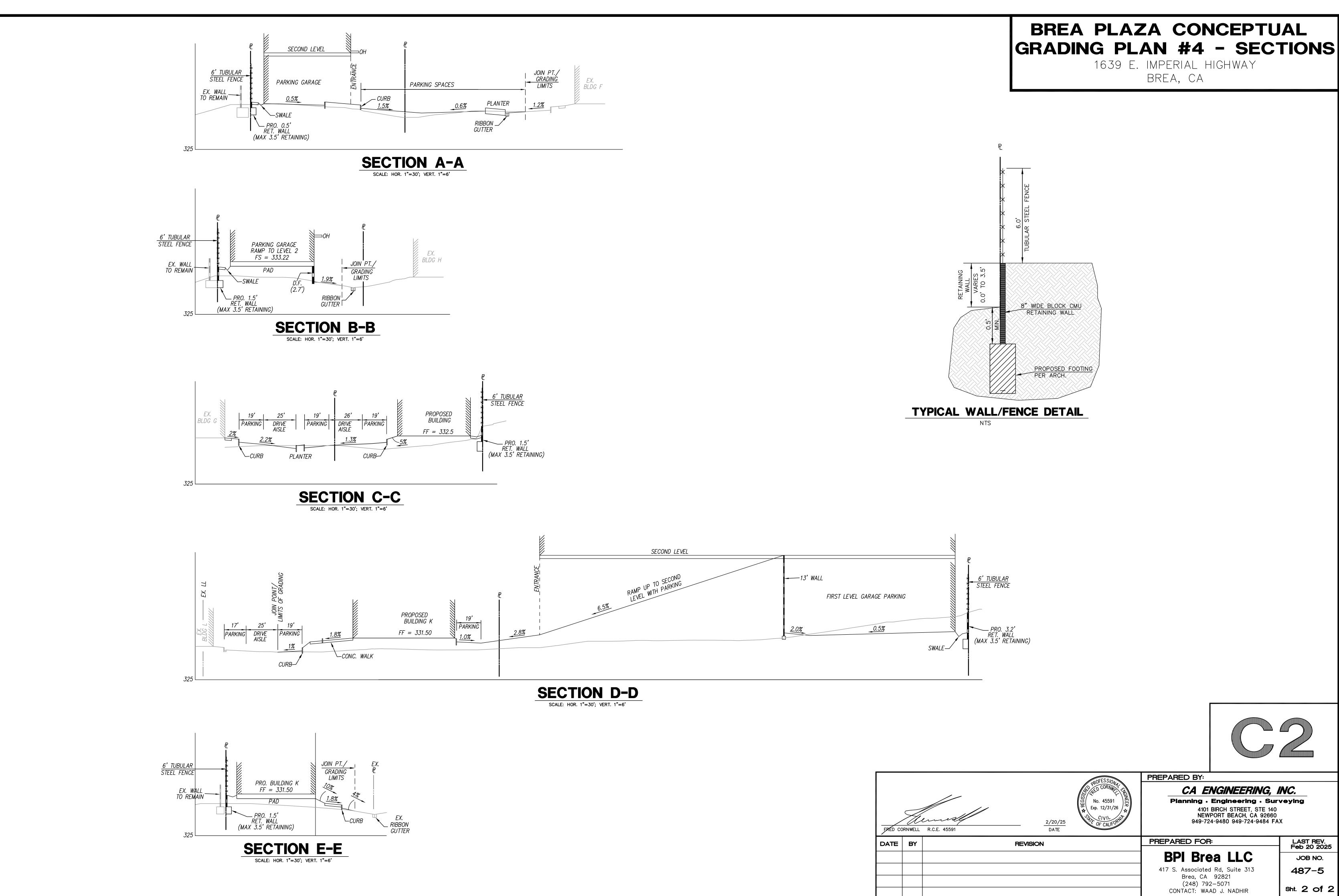




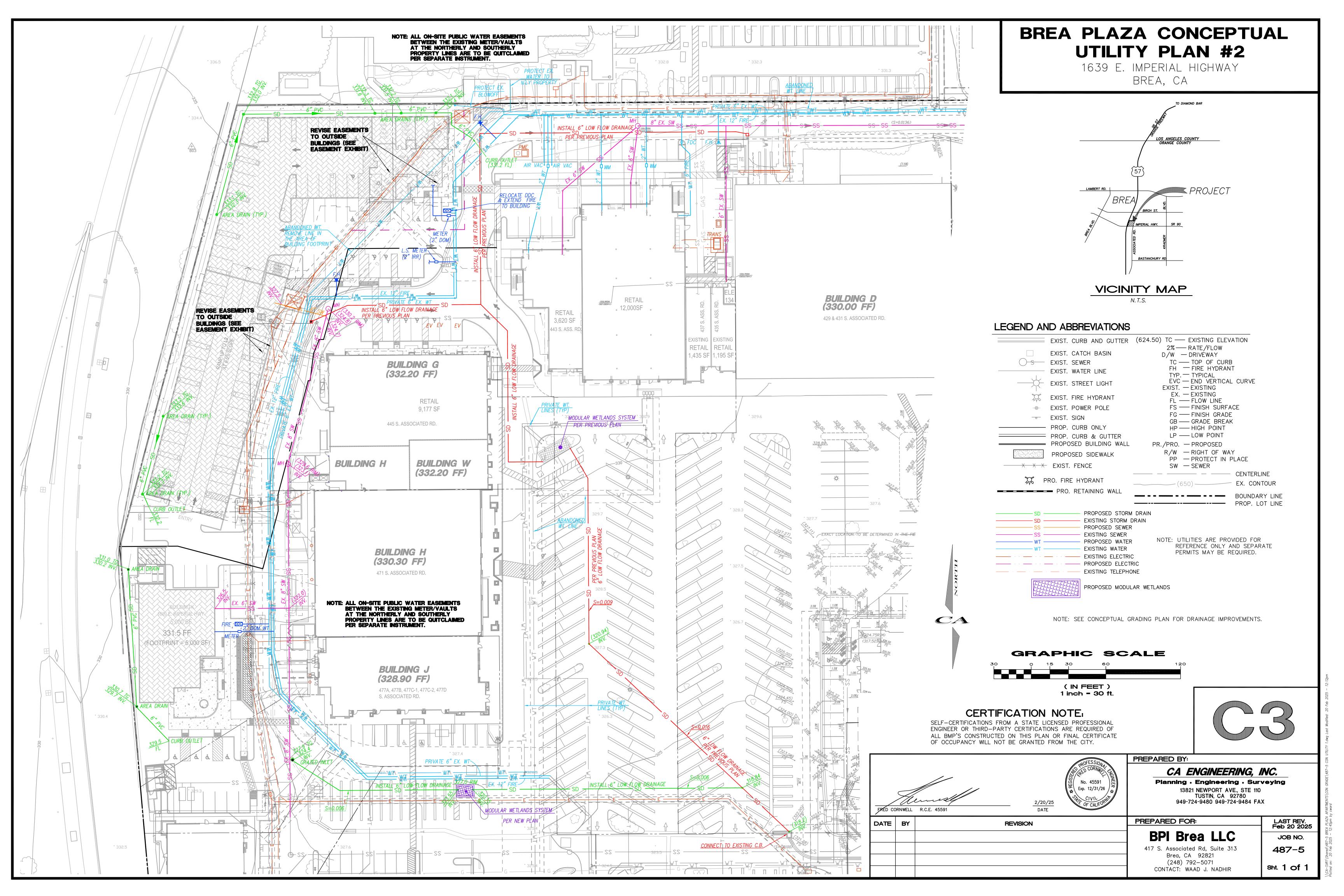


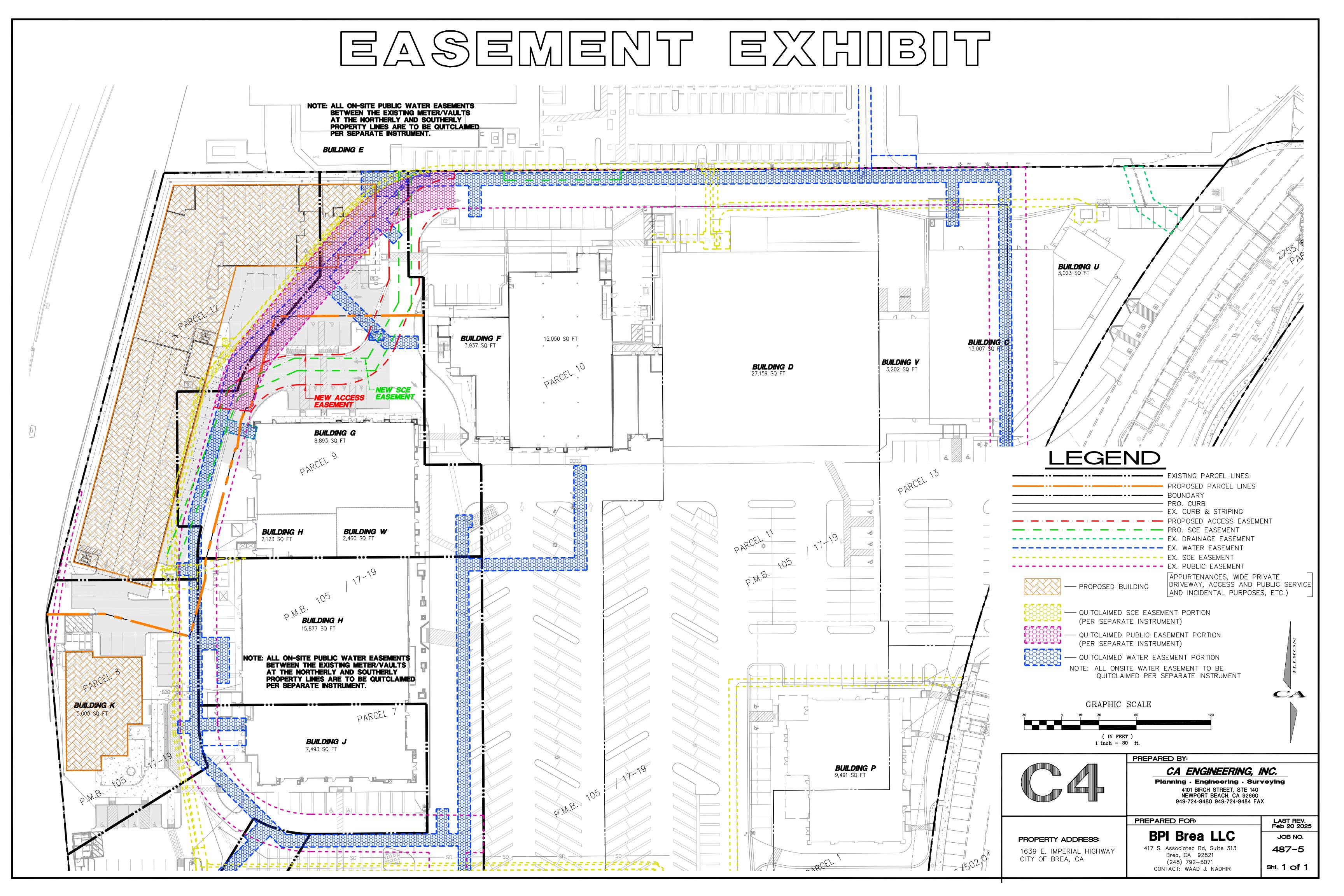


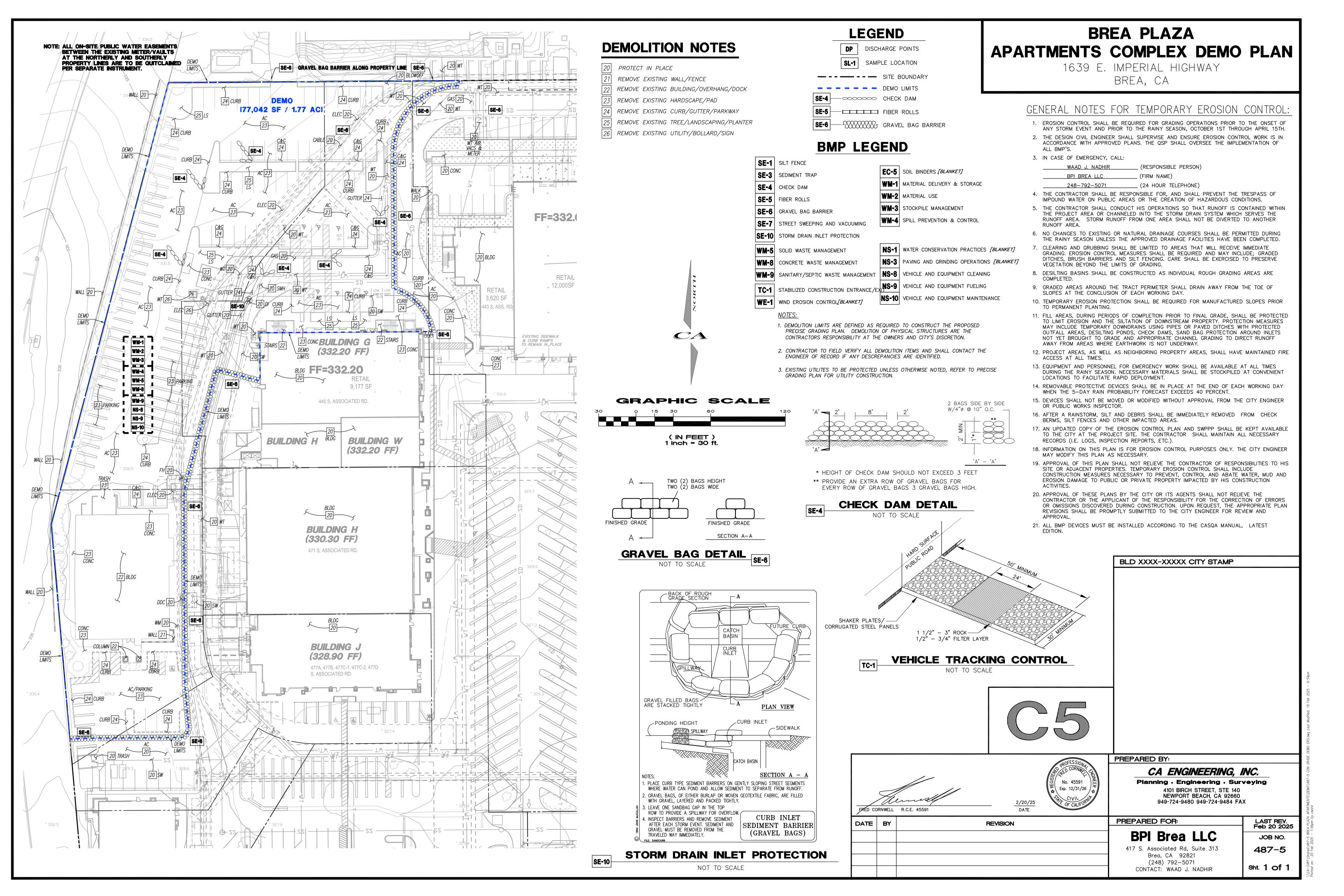




Sht. 2 of 2







A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

PROPERTY DESCRIPTION

REAL PROPERTY IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1 TO 13 INCLUSIVE, AS PER MAP RECORDED IN BOOK 105, PAGES 17, 18 AND 19 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

ALSO EXCEPTING THEREFROM ALL WATER AND SUBSURFACE WATER RIGHTS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DEDICATED OR RESERVED IN INSTRUMENTS OF

PARCEL A1:

NON-EXCLUSIVE EASEMENTS FOR THE MOVEMENT, PASSAGE, INGRESS AND EGRESS OF MOTOR VEHICLES AND PEDESTRIANS OVER A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 13, DISTANT THEREON NORTH 2° 05' 49" EAST 80.08 FEET FROM THE CENTER OF SAID SECTION. THE POINT OF BEGINNING IS FURTHER IDENTIFIED AS BEING A POINT ON THE NORTH LINE OF IMPERIAL HIGHWAY, 120.00 FEET WIDE; THENCE ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER, NORTH 2° 05' 49" EAST 140.14 FEET; THENCE NORTH 89° 28' 11" EAST 9.93 FEET; THENCE SOUTH 0° 23' 11" EAST 113.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 15' 49", AN ARC DISTANCE OF 30.70 FEET TO THE AFORESAID NORTH LINE OF IMPERIAL HIGHWAY; THENCE ALONG SAID NORTH LINE SOUTH 89° 28' 11" WEST 28.63 FEET TO THE POINT OF BEGINNING.

PARCEL A2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS AND FOR THE PARKING OF MOTOR VEHICLES, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED JUNE 17, 1976 IN BOOK 11776, PAGE 1757 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA AND AS AMENDED BY THAT CERTAIN AMENDMENT NO. 1 TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED SEPTEMBER 7, 1977 IN BOOK 12368, PAGE 1865 (FIRST AMENDMENT), WHICH FIRST AMENDMENT WAS SUPERSEDED IN ITS ENTIRETY BY THAT CERTAIN AMENDMENT NO. 2 TO DECLARATION TO RESTRICTIONS AND GRANT OF EASEMENTS BY BREA DEVELOPMENT RECORDED OCTOBER 20, 1977 IN BOOK 12424, PAGE 1355. AND AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT NO. 2 TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BY AND BETWEEN MERCURY CASUALTY COMPANY AND CALIFORNIA BREA PARTNERS, L.P., RECORDED JUNE 22, 2006 AS INSTRUMENT NO. 20060000418325 OF OFFICIAL RECORDS.

PARCEL A3:

EASEMENTS FOR CONSTRUCTING, RECONSTRUCTING, ALTERING, RELOCATING AND REMOVING A BOX CULVERT BRIDGE AND FOR INGRESS AND EGRESS, PASSAGE AND FLOW OF MOTOR VEHICLES AND PEDESTRIANS ON, OVER AND ACROSS SAID BRIDGE, OVER A PORTION OF THE LOFTUS DIVERSION CHANNEL, AS SHOWN ON A MAP RECORDED IN BOOK 80, PAGE 43 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF PARCEL 1 AS SHOWN ON SAID MAP, BEING A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID CHANNEL, SAID BOUNDARY LINE IS A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET. A RADIAL LINE THROUGH SAID POINT OF BEGINNING BEARS NORTH 88' 33' 09" WEST, ALL AS SHOWN ON SAID MAP; THENCE NORTHEASTERLY ALONG SAID CURVE, BEING ALONG THE COMMON BOUNDARY LINE OF SAID PARCEL AND SAID LOFTUS DIVERSION CHANNEL. THROUGH A CENTRAL ANGLE OF 19° 28' 13". AN ARC DISTANCE OF 358.51 FEET TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3° 49' 46", AN ARC DISTANCE OF 70.51 FEET TO A POINT AT WHICH A RADIAL LINE BEARS NORTH 65° 15' 10" WEST: THENCE SOUTH 67° 17' 23" EAST, 115.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 22° 51' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 20' 00", AN ARC DISTANCE OF 14.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 935.1 FEET. A RADIAL LINE THROUGH SAID POINT OF REVERSE CURVATURE BEARS NORTH 64° 11' 55" WEST: THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, BEING ALONG THE SOUTHEASTERLY LINE OF SAID LOFTUS DIVERSION CHANNEL, THROUGH A CENTRAL ANGLE OF 5° 16' 22", AN ARC DISTANCE OF 86.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A LINE RADIAL TO SAID CURVE OF RADIUS 935.00 FEET BEARS NORTH 69° 28' 17" WEST, A LINE RADIAL TO CURVE OF RADIUS 25.00 FEET BEARS NORTH 73' 12' 00" EAST; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOFTUS DIVERSION CHANNEL AND PASSING NORTHWESTERLY ALONG SAID CURVE OF RADIUS 25.00 FEET, THROUGH A CENTRAL ANGLE OF 8° 13' 17", AN ARC DISTANCE OF 3.59 FEET TO A LINE WHICH BEARS SOUTH 67° 17' 23" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 67° 17' 23" WEST 117.69 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

A STRIP OF LAND LOCATED IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, 120 FEET IN WIDTH IN THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN OCFCD'S ACQUISITION DOCUMENT RECORDED MAY 22, 1986 AS INSTRUMENT NO. 86-00210681, BEING 55 FEET WESTERLY AND 65 FEET EASTERLY OF THE DESCRIBED LINE AS SHOWN ON RECORD OF SURVEY NO. 2007-1219, R.S.B. 237, PAGES 21 THROUGH 23, BOTH OF OFFICIAL RECORDS, OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT CENTER OF SECTION OF SAID SECTION 13; THENCE N89° 28' 20" E, 162.60 FEET; THENCE N00° 18' 37" W, 80.00 FEET TO THE NORTHERLY RIGHT OF WAY OF IMPERIAL HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE N00° 18' 37" W, 107.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 12' 21", AN ARC LENGTH OF 771.54 FEET TO THE POINT OF TERMINUS OF THIS STRIP OF LAND.

EXCEPTING THEREFROM ANY PORTION OF SAID STRIP LYING NORTHEASTERLY OF FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SAID POINT OF TERMINUS; THENCE N89° 06' 25" E, 94.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89° 06' 25" W, 133.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 67.99 FEET, A RADIAL LINE TO SAID POINT BEARS NO1° 12' 15" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 49' 27", AN ARC LENGTH OF 38.95 FEET TO THE BEGINNING OF A CURVE CONCAVENORTHWESTERLY, HAVING A RADIUS OF 44.10 FEET, A RADIAL LINE TO SAID POINT BEARS \$29° 50' 36"E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 22' 46", AN ARC LENGTH OF 12.61 FEET TO THE NORTHWESTERLY LINE OF SAID 120.00 FOOT STRIP.

ALSO EXCEPTING THEREFROM ANY PORTION OF SAID STRIP OF LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 12381 PAGE 1876 O.R. AS SHOWN ON SAID RECORD OF SURVEY

ALSO EXCEPTING THEREFROM ANY PORTION OF SAID STRIP OF LAND LYING WITHIN THE RIGHT OF WAY OF IMPERIAL HIGHWAY OR ASSOCIATED ROAD AS SHOWN ON SAID RECORD OF SURVEY.

FOR CONVEYANCING PURPOSES ONLY: APN 319-391-01 (AFFECTS PARCEL A); 319-391-02 (AFFECTS PORTION OF PARCEL B) AND 319-391-03 (AFFECTS PORTION OF PARCEL B)

TITLE REPORT EXCEPTIONS

EASEMENTS ARE PLOTTED HEREON WITH REFERENCE TO SCHEDULE B EXCEPTION NUMBER.

EXAMPLE: 7 = SCHEDULE B EXCEPTION NUMBER PLOTTED HEREON.

EXCEPTION 7 CANNOT BE PLOTTED

- 1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2024-2025, A LIEN NOT YET DUE OR PAYABLE.
- 2. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2023-2024. FIRST INSTALLMENT: \$442,889.70, PAID

PENALTY: \$0.00 SECOND INSTALLMENT: \$442,889.70, OPEN PENALTY: \$0.00 TAX RATE AREA: 02-003

A. P. NO.: 319-391-01

(AFFECTS PARCEL A)

- 3. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2023-2024 ARE EXEMPT. IF THE EXEMPT STATUS IS TERMINATED AN ADDITIONAL TAX MAY BE LEVIED. A.P. NO.: 319-391-02 AND 319-391-03. (AFFECTS PARCEL B)
- 4. THE LIEN OF SPECIAL TAX FOR THE FOLLOWING COMMUNITY FACILITIES DISTRICT, WHICH TAX IS COLLECTED WITH THE COUNTY TAXES. DISTRICT: BREA CITY INCORP 1917 (AFFECTS PARCEL A)
- 5. THE LIEN OF SPECIAL TAX ASSESSED PURSUANT TO CHAPTER 2.5 COMMENCING WITH SECTION 53311 OF THE CALIFORNIA GOVERNMENT CODE FOR COMMUNITY FACILITIES DISTRICT NO. 2008–2 (BREA PLAZA AREA PUBLIC IMPROVEMENTS), AS DISCLOSED BY NOTICE OF SPECIAL TAX LIEN RECORDED DECEMBER 16, 2008 AS INSTRUMENT NO. 2008–576470 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)

 DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED MARCH 06, 2018 AS INSTRUMENT NO. 2018–79006 OF OFFICIAL
- 6. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
- 7. AN EASEMENT FOR THE PRIVILEGE AND RIGHT TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES, EXCAVATION SLOPES AND EMBANKMENT SLOPES ON SAID LAND ADJACENT TO IMPERIAL HIGHWAY AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED MARCH 30, 1934 AS BOOK 666, PAGE 311 OF OFFICIAL RECORDS.
 IN FAVOR OF: STATE OF CALIFORNIA AFFECTS: AS DESCRIBED THEREIN

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

(AFFECTS PARCEL A)

- 8. A WAIVER OF ANY CLAIMS FOR DAMAGES BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A CONTIGUOUS FREEWAY, HIGHWAY, ROADWAY OR TRANSIT FACILITY AS CONTAINED IN THE DOCUMENT RECORDED JUNE 16, 1969 AS BOOK 8990, PAGE 433 OF OFFICIAL RECORDS.

 (AFFECTS PARCEL A)
- 9. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED AS BOOK 10654, PAGE 248 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS. (AFFECTS PARCEL A)
- 10. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED JUNE 17, 1976 AS BOOK 11776, PAGE 1757 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS. (AFFECTS PARCEL A)

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 20, 1977 AS BOOK 12424, PAGE 1335 AND RECORDED ON JUNE 22, 2006 AS INSTRUMENT NO. 06-418325, BOTH OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED DECEMBER 22, 2009 AS INSTRUMENT NO. 2009- 684872 OF OFFICIAL RECORDS.

- 11. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED DECEMBER 30, 1976 AS BOOK 12016, PAGE 214 OF OFFICIAL RECORDS.

 (AFFECTS PARCEL A)
- AN EASEMENT FOR PUBLIC STREETS, HIGHWAY, UTILITIES, STORM DRAINS, SEWERS, CABLE TELEVISION, RIGHTS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 19, 1977 AS BOOK 12381, PAGE 1876 OF OFFICIAL RECORDS.

 IN FAVOR OF: THE CITY OF BREA, A MUNICIPAL CORPORATION AFFECTS: AS DESCRIBED THEREIN (AFFECTS PARCEL A)
- (13) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP RECORDED OCTOBER 07, 1977 AND ON FILE IN BOOK 105, PAGE(S) 17, OF PARCEL MAPS.
 FOR: WATER LINE, APPURTENANCES AND INCIDENTAL PURPOSES.
- (14) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP RECORDED OCTOBER 07, 1977 ON FILE IN BOOK 105, PAGE 17, OF PARCEL MAPS.
 FOR: PRIVATE DRIVEWAY, ACCESS AND PUBLIC SERVICE AND INCIDENTAL PURPOSES.
- (15) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM ORANGE FREEWAY, HAVE BEEN DEDICATED OR RELINQUISHED ON THE MAP OF PARCEL MAP ON FILE IN BOOK 105, PAGE 17, OF PARCEL MAPS.

 (AFFECTS PARCELS 4, 5, 7, 8 AND 12 OF PARCEL A)
- 16. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED JANUARY 13, 1978
 AS BOOK 12531, PAGE 12 OF OFFICIAL RECORDS.
 IN FAVOR OF: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

AFFECTS: AS DESCRIBED THEREIN THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

(AFFECTS PARCELS 2, 4 THROUGH 13 OF PARCEL A)

(AFFECTS PARCELS 2 THROUGH 13 OF PARCEL A)

(AFFECTS PARCEL A)

(AFFECTS PARCEL A)

- 17. THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND AND OTHER PROPERTY, FILED JANUARY 30, 1987 IN BOOK 114, PAGE 50 OF RECORD OF SURVEYS.

 (AFFECTS PARCEL A)
- (18) AN EASEMENT FOR SEWER AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 20, 1992 AS INSTRUMENT NO. 92-801268 OF OFFICIAL RECORDS.
 IN FAVOR OF: CITY OF BREA, A MUNICIPAL CORPORATION AFFECTS: AS DESCRIBED THEREIN
- (19) AN EASEMENT FOR PUBLIC WATER MAIN, APPURTENANCES AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED AUGUST 1, 1994 AS INSTRUMENT NO. 1994—481672 OF OFFICIAL RECORDS.
 IN FAVOR OF: THE CITY OF BREA, A MUNICIPAL CORPORATION
 AFFECTS: AS DESCRIBED THEREIN
 (AFFECTS PARCELS 7 AND 8 OF PARCEL A)
- (20) AN EASEMENT FOR PUBLIC WATER MAIN, APPURTENANCES AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED AUGUST 1, 1994 AS INSTRUMENT NO. 1994—481673 OF OFFICIAL RECORDS.
 IN FAVOR OF: THE CITY OF BREA, A MUNICIPAL CORPORATION
 AFFECTS: AS DESCRIBED THEREIN
 (AFFECTS PARCEL 9 OF PARCEL A)

TITLE REPORT EXCEPTIONS (CONT.)

- 21. TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED NOVEMBER 09, 1998, BY AND BETWEEN CALIFORNIA BREA PARTNERS, L.P., A DELAWARE LIMITED PARTNERSHIP AS LESSOR AND BUCA RESTAURANTS 2, INC., A MINNESOTA CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED FEBRUARY 26, 2003 AS INSTRUMENT NO. 2003000209479 OF OFFICIAL RECORDS. DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS ARE NOT SHOWN HEREIN. (AFFECTS PARCEL A)
- 22. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL EASEMENTS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS" RECORDED DECEMBER 22, 2009 AS INSTRUMENT NO. 2009—684873 OF OFFICIAL RECORDS.

 (AFFECTS PARCEL A)
- 23. THE EFFECT OF A DOCUMENT ENTITLED "AGREEMENT OF WATER QUALITY MANAGEMENT PLAN", RECORDED FEBRUARY 02, 2010 AS INSTRUMENT NO. 2010—52349 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)
- 24. THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND AND OTHER PROPERTY, FILED FEBRUARY 04, 2010 IN BOOK 237, PAGES 21-23 OF RECORD OF SURVEYS.

 (AFFECTS PARCELS A AND B)
- 25. THE EFFECT OF A DOCUMENT ENTITLED "DECLARATION OF RESTRICTIVE COVENANTS", RECORDED AUGUST 17, 2010 AS INSTRUMENT NO. 2010—396246 OF OFFICIAL RECORDS.

 (AFFECTS PARCEL A)
- AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 20, 2010 AS INSTRUMENT NO. 2010–550518 OF OFFICIAL RECORDS.
 IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY AFFECTS: AS DESCRIBED THEREIN
- AN EASEMENT FOR STORM DRAIN AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED JANUARY 14, 2011 AS INSTRUMENT NO. 2011-27053 OF OFFICIAL RECORDS.
 IN FAVOR OF: MERCURY CASUALTY COMPANY
- AFFECTS: AS DESCRIBED THEREIN

 (AFFECTS PARCEL 10 OF PARCEL A)

 (28) AN EASEMENT FOR PERMANENT FOOTING AND TEMPORARY CONSTRUCTION FOR FREEWAY AND INCIDENTAL PURPOSES, RECORDED

IN FAVOR OF: THE STATE OF CALIFORNIA
AFFECTS: AS DESCRIBED THEREIN
(AFFECTS PARCELS 8 AND 12 OF PARCEL A)

JANUARY 28, 2011 AS INSTRUMENT NO. 2011-53654 OF OFFICIAL RECORDS.

(AFFECTS PARCELS 10, 11 AND 13 OF PARCEL A)

29. AN EASEMENT FOR INGRESS AND EGRESS AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED JUNE 13, 2011 AS INSTRUMENT NO. 2011-287928 OF OFFICIAL RECORDS.
IN FAVOR OF: ORANGE COUNTY FLOOD CONTROL DISTRICT AFFECTS: AS DESCRIBED THEREIN

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION. (AFFECTS PARCEL A)

- (30) AN EASEMENT FOR WATER SYSTEM PURPOSES AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 16, 2011 AS INSTRUMENT NO. 2011—458970 OF OFFICIAL RECORDS.
 IN FAVOR OF: THE CITY OF BREA AFFECTS: AS DESCRIBED THEREIN
 (AFFECTS PARCEL A)
- (31) THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "WATER SYSTEMS PUBLIC SERVICE EASEMENT AGREEMENT" RECORDED SEPTEMBER 16, 2011 AS INSTRUMENT NO. 2011-459181 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)
- AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 21, 2011 AS INSTRUMENT NO. 2011—467401 OF OFFICIAL RECORDS.
 IN FAVOR OF: THE SOUTHERN CALIFORNIA EDISON COMPANY AFFECTS: AS DESCRIBED THEREIN (AFFECTS PARCEL A)
- AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATIONS SYSTEMS AND RIGHTS AND INCIDENTAL PURPOSES, RECORDED DECEMBER 22, 2011 AS INSTRUMENT NO. 2011-671260 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY AFFECTS: AS DESCRIBED THEREIN
- 34) THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "WATER SYSTEMS PUBLIC SERVICE EASEMENT AGREEMENT" RECORDED FEBRUARY 07, 2012 AS INSTRUMENT NO. 2012-71055 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)
- 35. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$47,000,000.00 RECORDED JANUARY 26, 2022 AS INSTRUMENT NO. 2022000035207 OF OFFICIAL RECORDS. DATED: DECEMBER 16, 2021

TRUSTOR: CALIFORNIA BP LLC, A DELAWARE LIMITED LIABILITY COMPANY

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
BENEFICIARY: AMERICAN NATIONAL INSURANCE COMPANY, A TEXAS INSURANCE COMPANY

(AFFECTS ALL PARCELS)
A DOCUMENT ENTITLED "ABSOLUTE ASSIGNMENT OF LEASES AND RENTS" RECORDED JANUARY 26, 2022 AS INSTRUMENT NO.
2022000035208 OF OFFICIAL RECORDS, AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS SECURED BY THE DEED OF TRUST.

- 36. A NOTICE OF NONRESPONSIBILITY, EXECUTED BY ROSA KENDRICK, REAL ESTATE MANAGER FOR CORELAND COMPANIES COMMERCIAL REAL ESTATE SERVICES, A CALIFORNIA CORPORATION, THE MANAGEMENT COMPANY FOR CALIFORNIA BP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 21, 2022 AS INSTRUMENT NO. 2022000313084 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)
- 37. A NOTICE OF NONRESPONSIBILITY, EXECUTED BY ROSA KENDRICK, REAL ESTATE MANAGER FOR CORELAND COMPANIES COMMERCIAL REAL ESTATE SERVICES, A CALIFORNIA CORPORATION, THE MANAGEMENT COMPANY FOR CALIFORNIA BP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 21, 2022 AS INSTRUMENT NO. 2022000313085 OF OFFICIAL RECORDS. (AFFECTS PARCEL A)
- 38. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE TO CREDITORS OF BULK SALE" RECORDED DECEMBER 13, 2023 AS INSTRUMENT NO. 2023000307476 OF OFFICIAL RECORDS.
- (AFFECTS PARCEL A)

 39. ANY STATUTORY LIEN FOR LABOR OR MATERIALS ARISING BY REASON OF A WORK OF IMPROVEMENT NOW IN PROGRESS OR RECENTLY COMPLETED. (AFFECTS PARCEL A)
- 40. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROAD, STREET AND/OR HIGHWAY. (AFFECTS PARCEL B)
- 41. ANY FAILURE TO COMPLY WITH THE TERMS, PROVISIONS AND CONDITIONS OF THE LEASE REFERRED TO HEREIN. (AFFECTS PARCEL B)
- 42. THE COMPANY MUST BE PROVIDED AN ACCEPTABLE, EXECUTED AND ACKNOWLEDGED ESTOPPEL CERTIFICATE FROM THE LESSOR IN THE LEASE SET FORTH IN SCHEDULE A CERTIFYING THAT SAID LEASE IS IN FULL FORCE AND EFFECT, THE TENANT IS NOT IN DEFAULT OF ANY MATERIAL TERMS OR PROVISIONS THEREOF AND THE TRANSACTION CONTEMPLATED HEREIN IS NOT A VIOLATION OF ANY OF THE PROVISIONS CONTAINED THEREIN. ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON A REVIEW OF THE FULL UNRECORDED LEASE AND ALL AMENDMENTS THERETO.

 (AFFECTS PARCEL B)
- 43. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- 44. AN ALTA/NSPS SURVEY OF RECENT DATE WHICH COMPLIES WITH THE CURRENT MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.
- 45. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.
- 46. RIGHTS OF PARTIES IN POSSESSION.

JOB NO.

1 of 3

(AFFECTS PARCEL A)

GENERAL NOTES 1. THE LAND AREA OF THE SUBJECT PROPERTY IS 15.16.

- 1. THE LAND AREA OF THE SUBJECT PROPERTY IS 15.16 ACRES AS DESCRIBED IN THE LEGAL DESCRIPTION.
- 2. TITLE SEARCH THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CORNWELL AND ASSOC.., INC.. OR KENT COOPER TO DETERMINE OWNERSHIP OF THIS PROPERTY OR TO VERIFY THE DESCRIPTIONS PROVIDED. THE COMPATIBILITY OF THESE DESCRIPTIONS WITH THAT OF ADJACENT PROPERTIES; NOR EASEMENTS, RIGHTS—OF—WAY OR TITLE OF RECORD. CORNWELL, AND ASSOC., INC. RELIED UPON PRELIMINARY TITLE REPORT ORDER NO. NCS—1213870—CC PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 22, 2024.
- 3. OCCUPATION LINES, ENCROACHMENTS AND RECOVERED SURVEY MONUMENTS ARE SHOWN AS FOUND DURING A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING DECEMBER 2024.
- 4. PARCEL AREA SHOWN IS DETERMINED BASED UPON FIELD MEASUREMENTS MADE DURING A FIELD SURVEY PERFORMED IN DECEMBER 2024.
- 5. THE TOTAL OF ALL BUILDING AREAS (BASED UPON EXTERIOR FOOTPRINT OF BUILDING
- ON GROUND SURFACE, NOT INTERIOR FLOOR SPACE) IS 146,799 SQUARE FEET.

 6. THERE IS NO VISIBLE EVIDENCE OR PRIOR KNOWLEDGE OF CEMETERIES WITHIN 100 FEET
- OF THE PROPERTY.
- 7. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OR WETLANDS.
- 8. THIS IS NOT AN ILLEGAL SUBDIVISION OF LAND.
- 9. THERE EXIST 694 REGULAR PARKING SPACES AND 35 HANDICAPPED PARKING SPACES ON THE SUBJECT PROPERTY.
- 10. THE PROPERTY IS CONTIGUOUS AND FORMS A MATHEMATICALLY ENCLOSED FIGURE.
- 11. THERE ARE PARTY WALLS ON THE PROPERTY AS SHOWN HEREON.
- 12. THERE WAS A PORTION OF THE SITE UNDER CONSTRUCTION IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 13. THE PROPERTY HAS VEHICULAR AND PEDESTRIAN ACCESS TO IMPERIAL HIGHWAY & ASSOCIATED ROAD, BOTH PUBLIC RIGHT OF WAYS.

POLICY OF PREPARER

AS A MATTER OF POLICY, ONLY OFFICIAL RELEASED COPIES OF THIS SURVEY HAVE A "WET" SIGNATURE ALONG WITH THE RELEASE/REVISION DATE(S) SHOWN. ANY MODIFICATIONS, UPDATES, OR REVISIONS WITH THEIR EFFECTIVE RELEASE DATES WILL BE SHOWN THEREON. ANY PARTIES REQUIRING INFORMATION WHICH MAY BE DERIVED FROM THIS SURVEY AFTER THE INITIAL RELEASE DATE ARE ADVISED TO CONTACT THE OFFICE OF THE PREPARER TO INQUIRE ON THE PRESENT STATUS OF THE SURVEY AND IF LATER VERSIONS HAVE BEEN RELEASED. COPIES OF THIS SURVEY LACKING THE HEREIN ABOVE MENTIONED SIGNATURE ARE TO BE CONSIDERED NOT OFFICIALLY RELEASED VERSIONS OF THIS SURVEY.

FLOOD ZONE

THE PROPERTY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP 06059C0042J BEARING AN EFFECTIVE DATE OF DECEMBER 03, 2009.

UTILITY NOTE

UTILITIES ON SITE ARE SHOWN PER A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING SEPTEMBER 2024. THIS SURVEY DOES NOT CONSTITUTE A COMPLETE "AS—CONSTRUCTED" SURVEY OF ALL UTILITIES. ALL ABOVE GROUND VISIBLE OR REASON— AB/O DISCOVERABLE IMPROVEMENTS, WITHIN 5 FEET OF THE PROPERTY LINES, ARE SHOWN HEREON.

ZONING/ SETBACK

GENERAL COMMERCIAL / PRECISE DEVELOPMENT ZONE: CG/PD SETBACKS:
SIDE: 0' INTERIOR, 10' STREET

SURVEYOR'S NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON THE THE CENTERLINE OF IMPERIAL HIGHWAY BEING N89°28'20"E. AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 237 PAGES 21-23 IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

SURVEYORS CERTIFICATE

(A) BPI BREA LLC, A DELAWARE LIMITED LIABILITY COMPANY; (B) FIRST AMERICAN TITLE INSURANCE COMPANY; AND EACH OF THEIR SUCCESSORS AND/OR ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1 (EXISTING MONUMENTS ONLY), 2, 3, 4, 5, 6, 7(A), 7(B), 7(C), 8, 9, 10, 11, 14, 16, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 26TH, 2024.

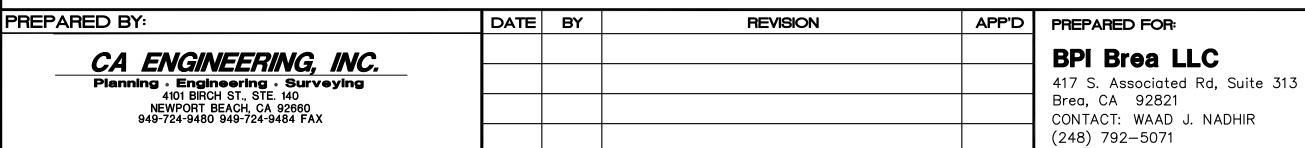
DATE OF MAP: 1/7/2025

FRONT: 10'

REAR: 0'

KENT COOPER PROFESSIONAL LAND SURVEYOR NO. 9322

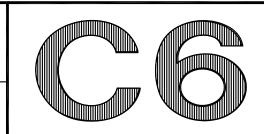


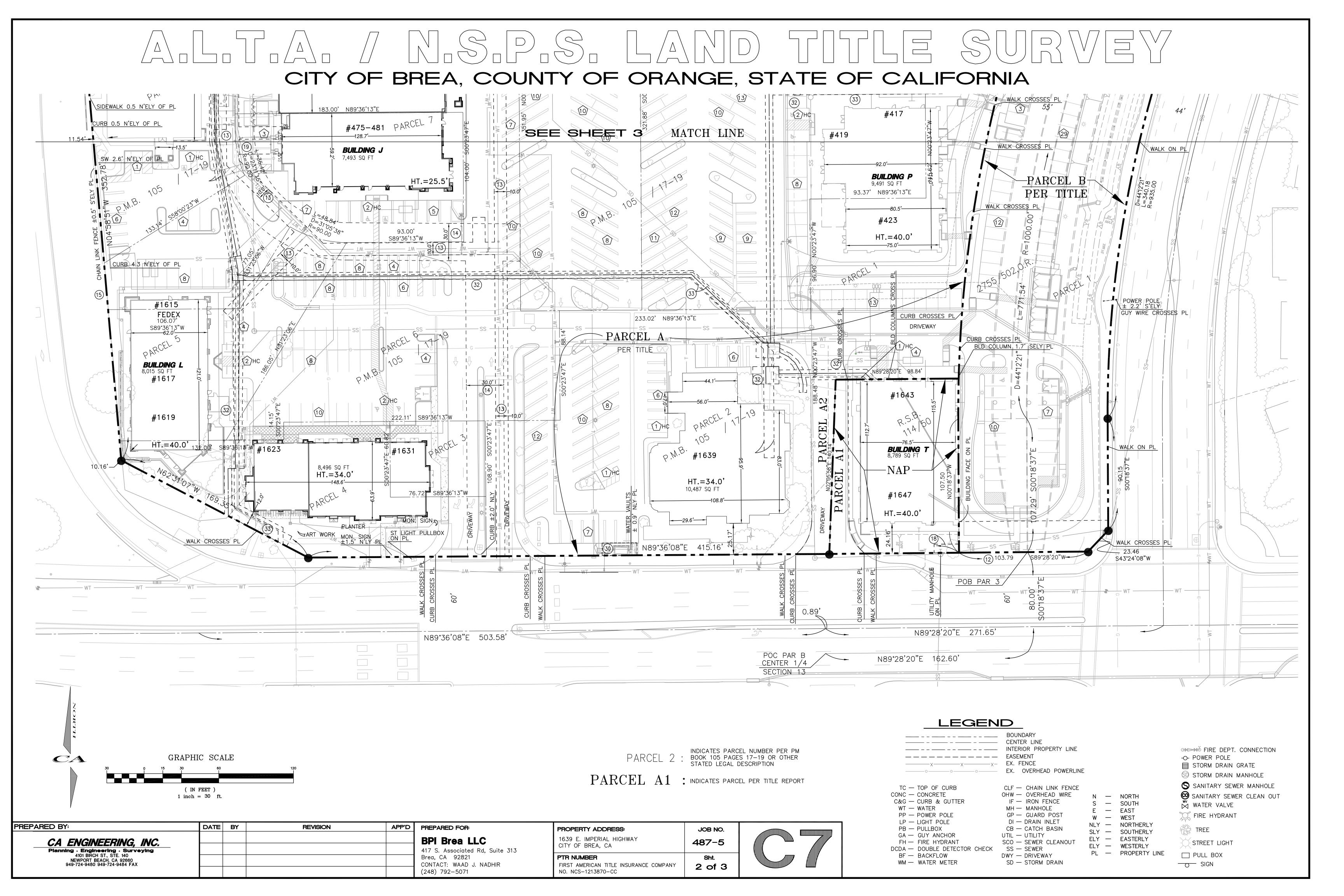


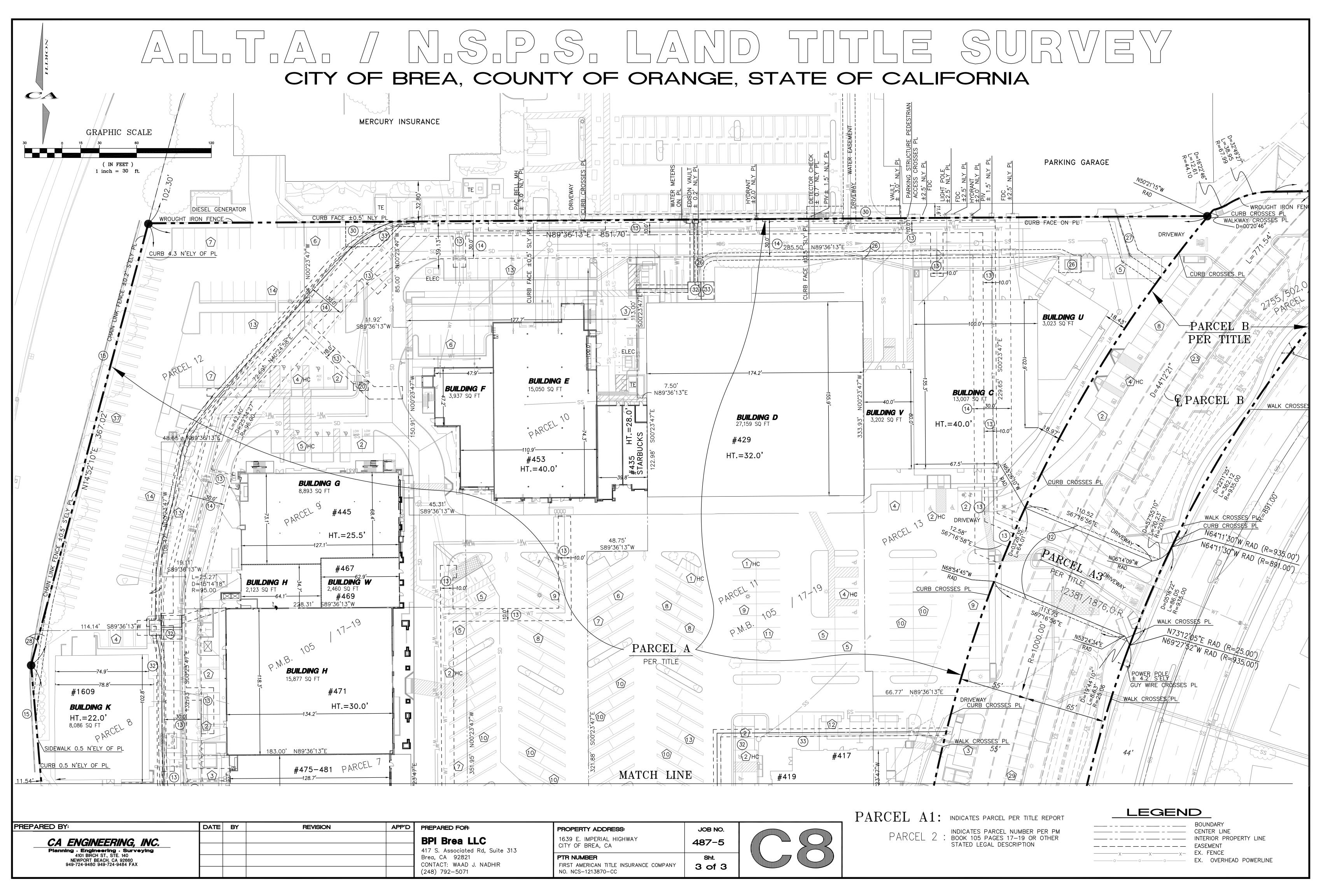
PROPERTY ADDRESS:

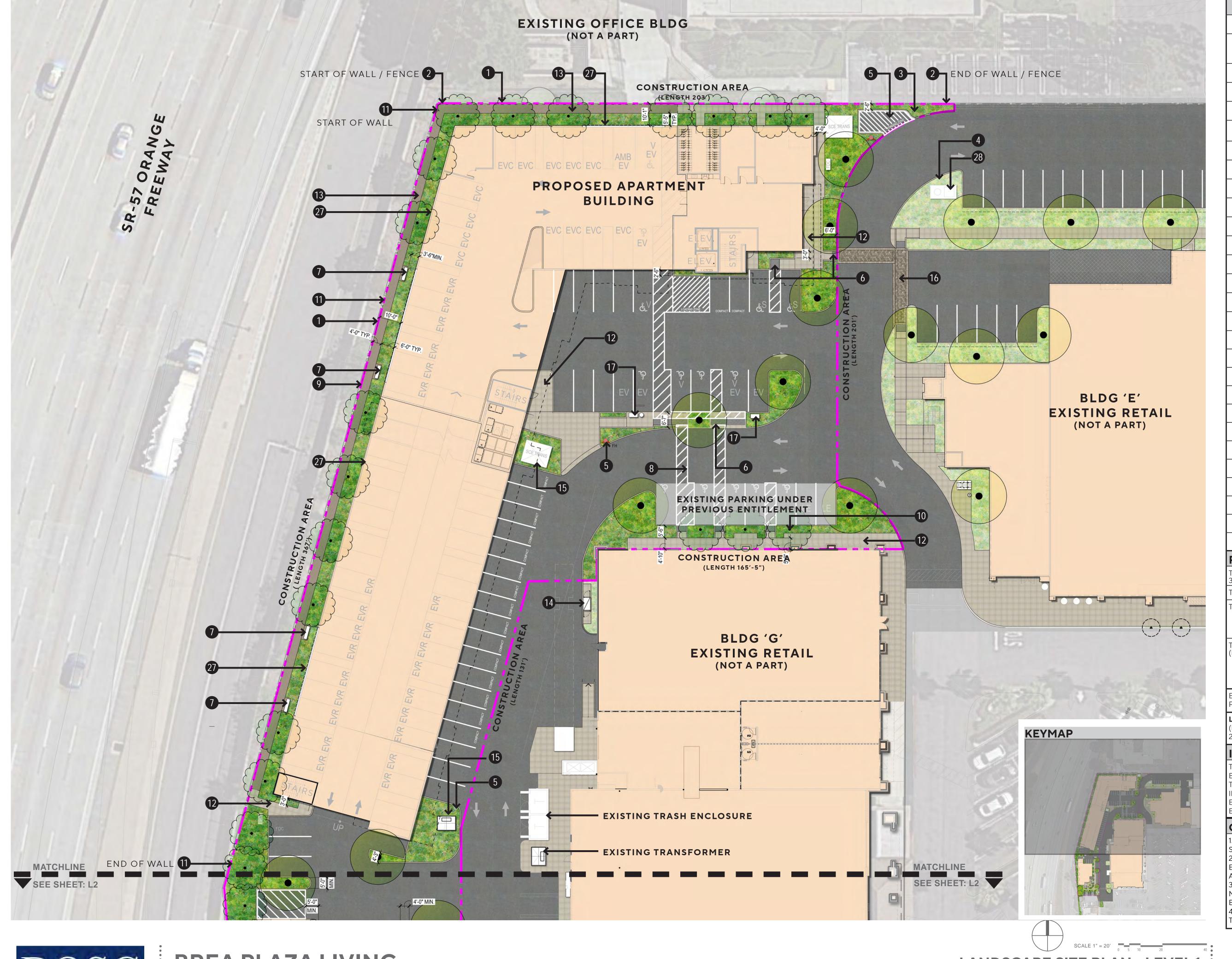
1639 E. IMPERIAL HIGHWAY
CITY OF BREA, CA

PTR NUMBER
FIRST AMERICAN TITLE INSURANCE COMPANY
NO. NCS-1213870-CC





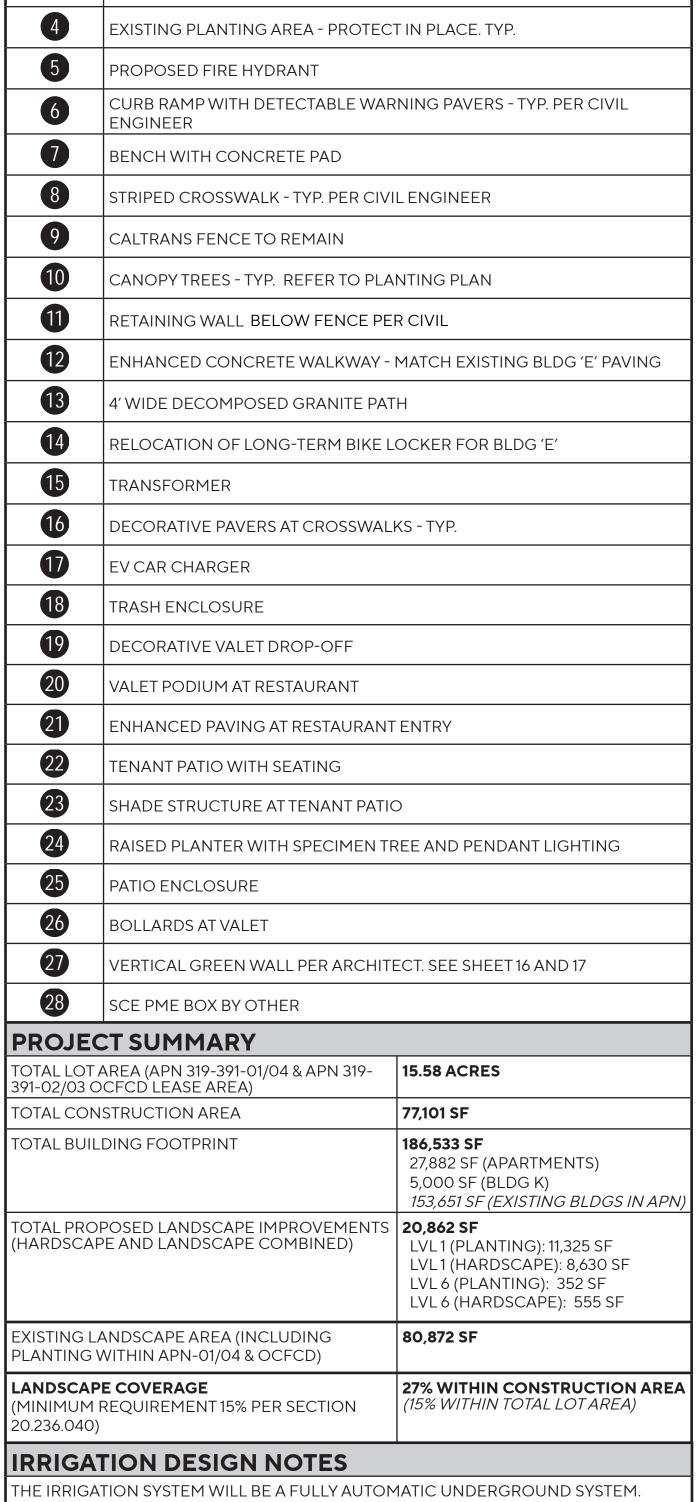






BREA, CA 92821

LANDSCAPE SITE PLAN - LEVEL 1



KEYNOTE LEGEND - LEVEL 1

SIDE AND WEST SIDE OF THE PROPERTY LINES

PLANTING AREA - TYP.

ROPOSED 6' HIGH TUBE STEEL FENCE ON TOP OF RETAINING WALL -MATCH EXISTING. FENCE TO RUN ALONG ENTIRE LENGTH OF NORTH

BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN.

GENERAL DESIGN NOTES

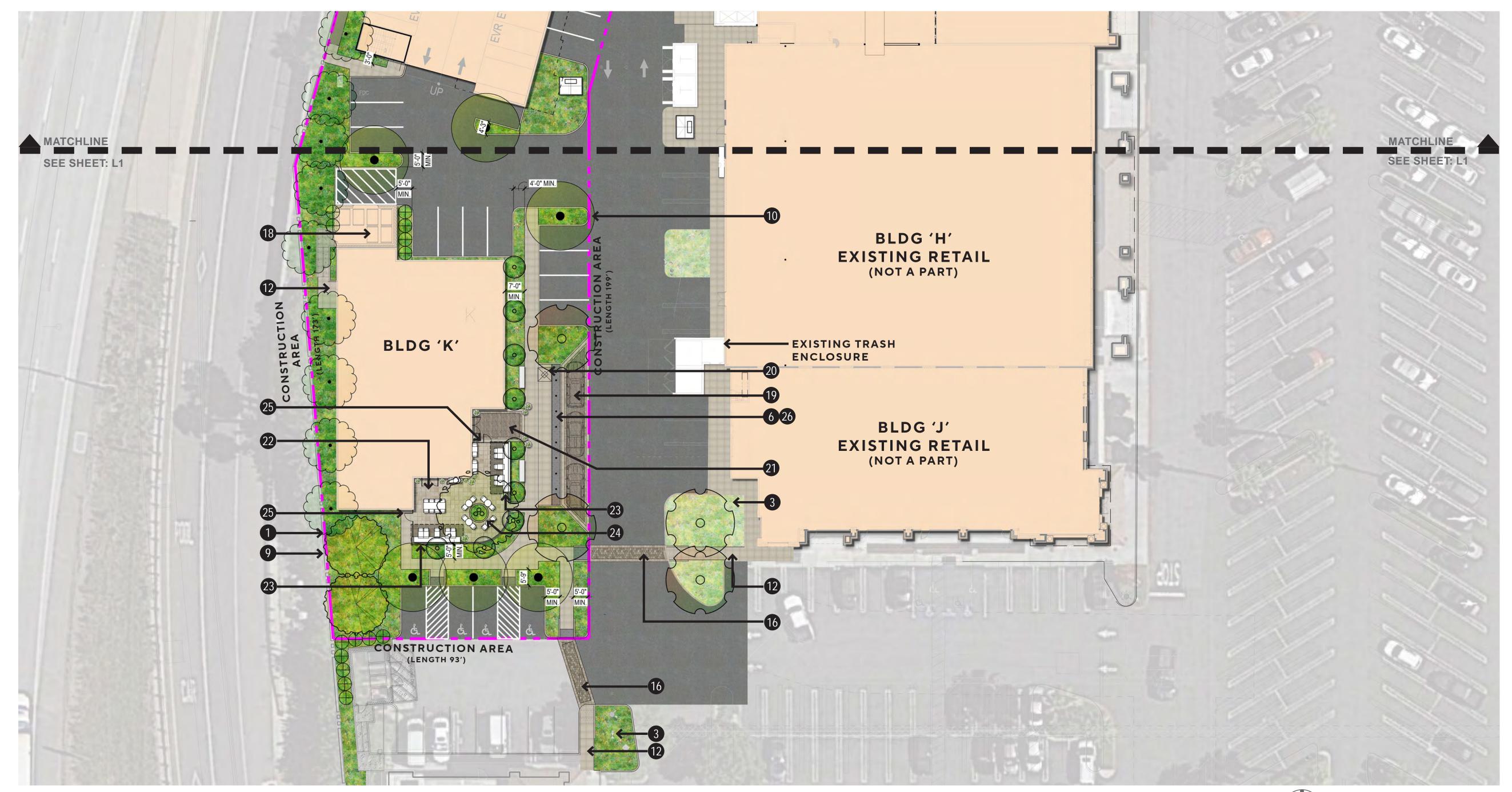
I. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.

2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF BRE

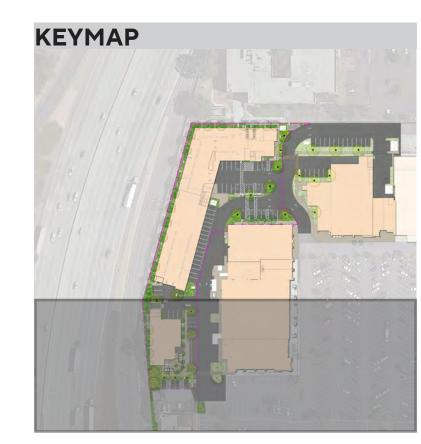
B. ALL REQUIRED LANDSCAPE AREAS (INCLUDING PUBLIC RIGHT-OF-WAY) SHALL BE MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF BREA REQUIREMENTS.

4. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING STREET TREES, SHALL BE INSTALLED PER THE PUBLIC IMPROVEMENT PLANS.









	KEYNOTE LEGEND - LEVEL1		
1	PROPERTY LINE		
2	PROPOSED 6' HIGH TUBE STEEL FENCE ON TOP OF RETAINING WALL - MATCH EXISTING. FENCE TO RUN ALONG ENTIRE LENGTH OF NORTH SIDE AND WEST SIDE OF THE PROPERTY LINES.		
3	PLANTING AREA - TYP.		
4	EXISTING PLANTING AREA - PROTECT IN PLACE. TYP.		
5	PROPOSED FIRE HYDRANT		
6	CURB RAMP WITH DETECTABLE WARNING PAVERS - TYP. PER CIVIL ENGINEER		
7	BENCH WITH CONCRETE PAD		
8	STRIPED CROSSWALK - TYP. PER CIVIL ENGINEER		
9	CALTRANS FENCE TO REMAIN		
10	CANOPY TREES - TYP. REFER TO PLANTING PLAN		
1	RETAINING WALL BELOW FENCE PER CIVIL		
12	ENHANCED CONCRETE WALKWAY - MATCH EXISTING BLDG 'E' PAVI		
13	4' WIDE DECOMPOSED GRANITE PATH		
14	RELOCATION OF LONG-TERM BIKE LOCKER FOR BLDG 'E'		
15	TRANSFORMER		
16	DECORATIVE PAVERS AT CROSSWALKS - TYP.		
1	EV CAR CHARGER		
18	TRASH ENCLOSURE		
19	DECORATIVE VALET DROP-OFF		
20	VALET PODIUM AT RESTAURANT		
21	ENHANCED PAVING AT RESTAURANT ENTRY		
22	TENANT PATIO WITH SEATING		
23	SHADE STRUCTURE AT TENANT PATIO		
24	RAISED PLANTER WITH SPECIMEN TREE AND PENDANT LIGHTING		
25	PATIO ENCLOSURE		
26	BOLLARDS AT VALET		
27	VERTICAL GREEN WALL PER ARCHITECT. SEE SHEET 16 AND 17		
28	SCE PME BOX BY OTHER		

TOTAL LOT AREA (APN 319-391-01/04 & APN 319- 391-02/03 OCFCD LEASE AREA)	15.58 ACRES
TOTAL CONSTRUCTION AREA	77,101 SF
TOTAL BUILDING FOOTPRINT	186,533 SF 27,882 SF (APARTMENTS) 5,000 SF (BLDG K) 153,651 SF (EXISTING BLDGS IN APN)
TOTAL PROPOSED LANDSCAPE IMPROVEMENTS (HARDSCAPE AND LANDSCAPE COMBINED)	20,862 SF LVL1 (PLANTING): 11,325 SF LVL1 (HARDSCAPE): 8,630 SF LVL6 (PLANTING): 352 SF LVL6 (HARDSCAPE): 555 SF
EXISTING LANDSCAPE AREA (INCLUDING PLANTING WITHIN APN-01/04 & OCFCD)	80,872 SF
LANDSCAPE COVERAGE (MINIMUM REQUIREMENT 15% PER SECTION 20.236.040)	27% WITHIN CONSTRUCTION AREA (15% WITHIN TOTAL LOT AREA)

IRRIGATION DESIGN NOTES

THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATIC UNDERGROUND SYSTEM. BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN.

GENERAL DESIGN NOTES

1. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.

2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF BRE

3. ALL REQUIRED LANDSCAPE AREAS (INCLUDING PUBLIC RIGHT-OF-WAY) SHALL BE MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF BREA REQUIREMENTS.

4. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING STREET TREES, SHALL BE INSTALLED PER THE PUBLIC IMPROVEMENT PLANS.



BREA PLAZA LIVING



1	LOUNGE SEATING AREA WITH SOFAS	AND COFFEE TABLE	
2	DINING AREA WITH COMMUNAL TABI	LE AND FREE STANDING UMBRELLA	
3	NATURAL GAS BARBECUE AND COUN	ITERTOP WITH ADA PREP AREA	
4	30" HIGH RAISED PLANTING AREA		
5	LOW PLANTING AREA WITH SUCCULE	ENTS AND DECORATIVE COBBLE	
6	DECORATIVE PEDESTAL PAVING AT C	OMMUNITY SPACE PATIO	
PROJE	CT SUMMARY		
TOTAL LOT 391-02/03 (AREA (APN 319-391-01/04 & APN 319- DCFCD LEASE AREA)	15.58 ACRES (678,665 SF)	
TOTAL CON	NSTRUCTION AREA	77,101 SF	
TOTAL BUILDING FOOTPRINT		186,533 SF 27,882 SF (APARTMENTS) 5,000 SF (BLDG K) 153,651 SF (EXISTING BLDGS IN APN)	
TOTAL PROPOSED LANDSCAPE IMPROVEMENTS (HARDSCAPE AND LANDSCAPE COMBINED)		20,862 SF LVL1 (PLANTING): 11,325 SF LVL1 (HARDSCAPE): 8,630 SF LVL6 (PLANTING): 352 SF LVL6 (HARDSCAPE): 555 SF	
EXISTING LANDSCAPE AREA (INCLUDING PLANTING WITHIN APN-01/04 & OCFCD)		80,872 SF	
LANDSCAPE COVERAGE (MINIMUM REQUIREMENT 15% PER SECTION 20.236.040)		27% WITHIN CONSTRUCTION AREA (15% WITHIN TOTAL LOT AREA)	

KEYNOTE LEGEND

IRRIGATION DESIGN NOTES

THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATIC UNDERGROUND SYSTEM. BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES. THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN.

GENERAL DESIGN NOTES

1. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.

2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF BRE

3. ALL REQUIRED LANDSCAPE AREAS (INCLUDING PUBLIC RIGHT-OF-WAY) SHALL BE MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF BREA REQUIREMENTS.

4. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING STREET TREES, SHALL BE INSTALLED PER THE PUBLIC IMPROVEMENT PLANS.

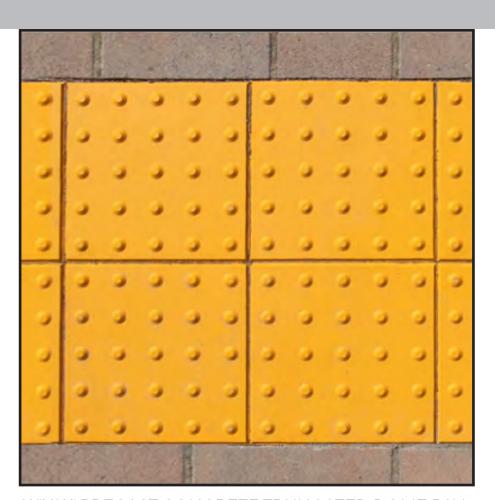




HARDSCAPE MATERIAL



AT LEVEL1 (DAVIS COLOR 'PEBBLE' WITH LIGHT ACID ETCH RE-TARDANT)



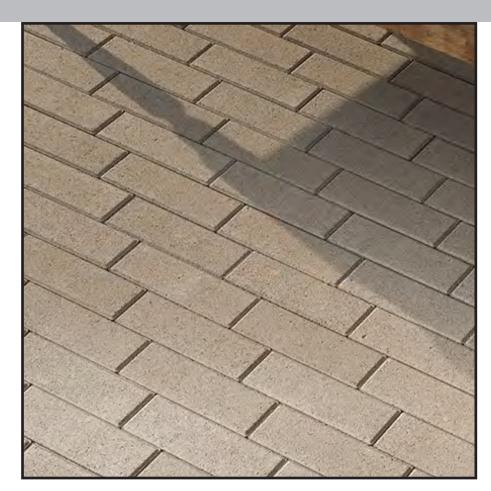
CAST IN PLACE INTEGRAL COLOR CONCRETE PAVING 12"X12" PRECAST CONCRETE TRUNCATED DOME PAV-ERS AT LEVEL1 (ORCO BLOCK YELLOW TRUNCATED DOME'



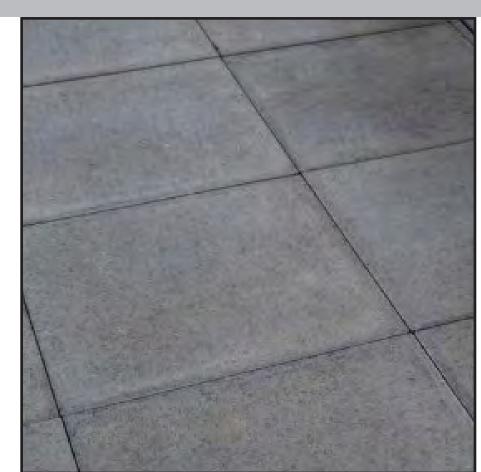
24"X24" PORCELAIN DECORATIVE PAVER ON PEDES-TAL AT LEVEL 6



DECORATIVE ROUND PEBBLE AT LEVEL 6



DECORATIVE PAVERS



24X24 PRECAST CONCRETE PAVERS AT RESTAURANT

DECORATIVE RAILING



EXISTING WHITE TUBE STEEL FENCE

SITE AMENITIES



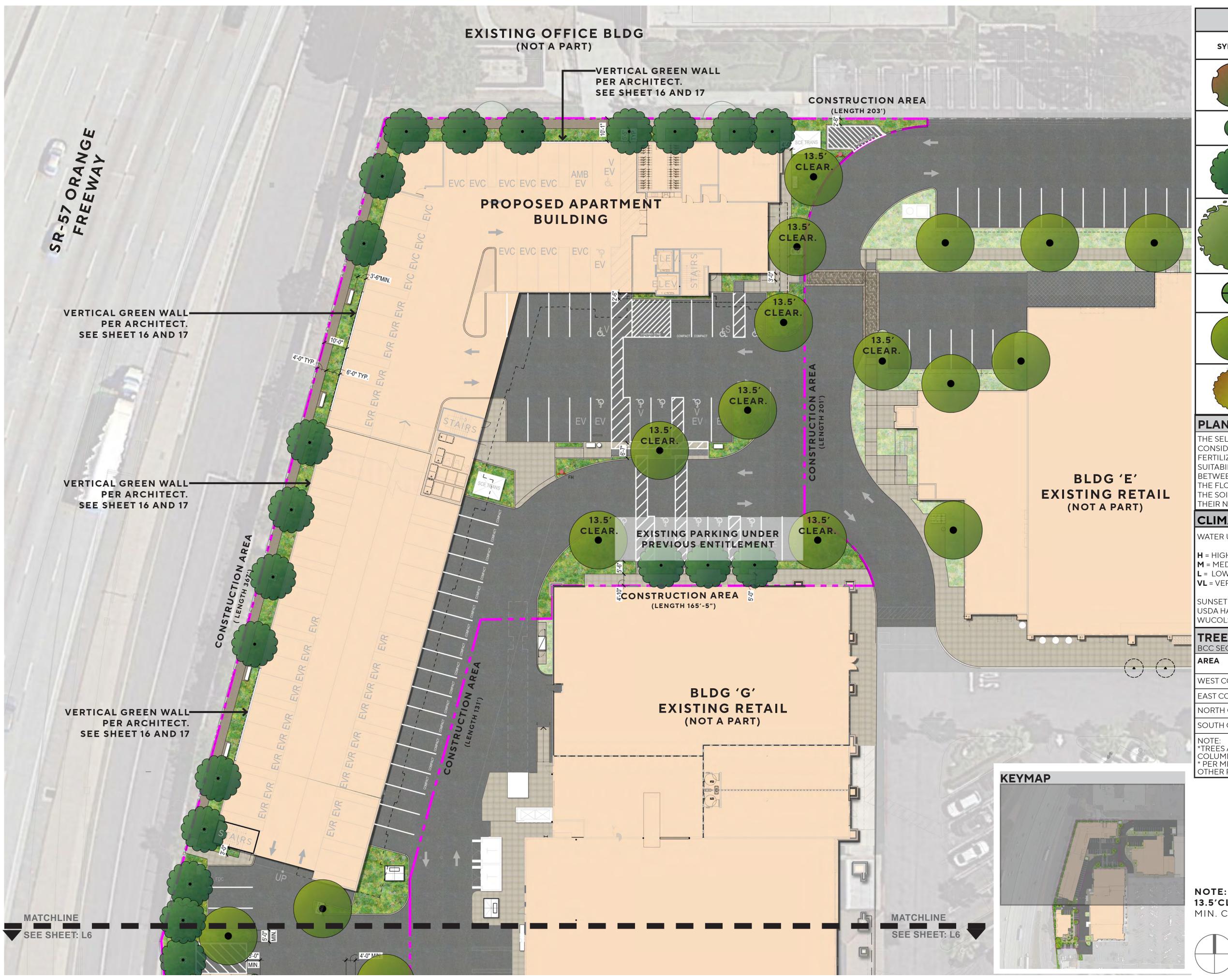
NATURAL GAS BARBECUE AND COUNTER AT LEVEL 6



COMMUNAL DINING FURNITURE AT LEVEL 6



LOUNGE FURNITURE AT LEVEL 6



TREE LEGEND							
SYMBOL	BOTANICAL NAME (COMMON NAME)	SIZE	QTY.	WUCOLS	DESCRIPTION		
	ARBUTUS 'MARINA' (STRAWBERRY TREE)	24" BOX	4	M	MULTI- TRUNK		
	CUPRESSUS SEMPERVIRENS 'TINY TOWER' (TINY TOWER ITALIAN CYPRESS)	24" BOX	9	L	STANDARD, MATCHING		
	LOPHOSTEMON CONFERTUS (BRUSH BOX)	24" BOX	26	М	UP-RIGHT, MATCHING		
	OLEA EUROPAEA (OLIVE TREE)	48" BOX	1	L	MULTI- TRUNK, FIELD GROWN		
	PRUNUS CAROLINIANA (CAROLINA CHERRY LAUREL)	24" BOX	14	М	HEDGE, STANDARD, MATCHING		
	RHUS LANCEA (AFRICAN SUMAC)	24" BOX	20	L	STANDARD MATCHING PARKING LOT TREE		
	VITEX AGNUS-CASTUS (CHASTE TREE)	24" BOX	2	L	STANDARD, MATCHING		
LANTINGD	FSIGN NOTES						

THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF BREA GUIDELINES

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS

M = MEDIUM WATER NEEDSL = LOW WATER NEEDSVL = VERY LOW WATER NEEDS

SUNSET ZONE: 23

USDA HARDINESS ZONE: 10a WUCOLS REGION: SOUTH COASTAL, REGION 3

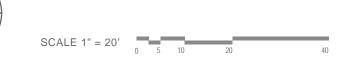
TREE RATIO BCC SECTION 20.236.040			
AREA	LENGTH	TREES REQUIRED	TREES PROVIDED
WEST CONSTRUCTION AREA	540′	18	18
EAST CONSTRUCTION AREA	531′	18	18
NORTH CONSTRUCTION AREA	203′	7	7
SOUTH CONSTRUCTION AREA	259′	9	9

*TREES ARE SPACED ACCORDING TO THE LOCATIONS OF BALCONIES, GREEN SCREENS, ARCHITECTURAL COLUMNS AND OTHER FEATURES.

* PER MEETING WITH CITY ON 2/18/2025, TREES CAN BE CLUSTED AND TREES FOR PARKING SHADING AND OTHER PURPOSES (SCREENING, ETC.) CAN BE COUNTED TOWARDS THIS REQUIREMENT.

13.5'CLEAR. ALL TREES WITHIN FIRE ACCESS ROAD TO BE SKIRTED TO 13.5' MIN. CLEARANCE A.F.F.







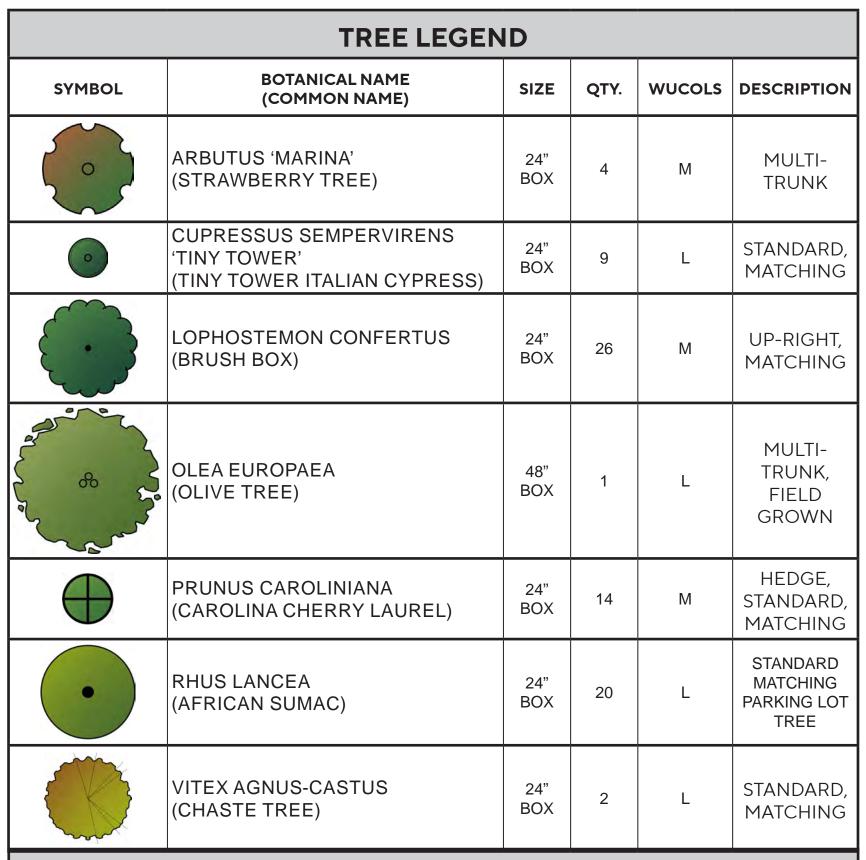
BREA PLAZA LIVING

BREA, CA 92821









THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF BREA GUIDELINES.

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS **M** = MEDIUM WATER NEEDS

L = LOW WATER NEEDS **VL** = VERY LOW WATER NEEDS

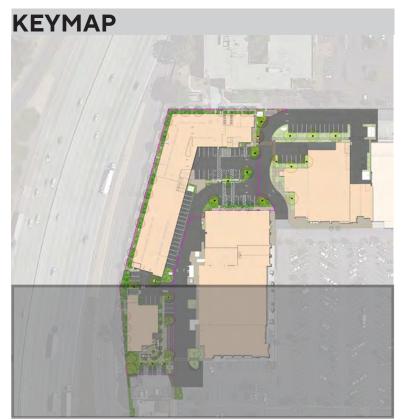
SUNSET ZONE: 23 USDA HARDINESS ZONE: 10a

WUCOLS REGION: SOUTH COASTAL, REGION 3

TREE RATIO BCC SECTION 20.236.040			
AREA	LENGTH	TREES REQUIRED	TREES PROVIDED
WEST CONSTRUCTION AREA	540′	18	18
EAST CONSTRUCTION AREA	531′	18	18
NORTH CONSTRUCTION AREA	203′	7	7
SOUTH CONSTRUCTION AREA	259′	9	9

*TREES ARE SPACED ACCORDING TO THE LOCATIONS OF BALCONIES, GREEN SCREENS, ARCHITECTURAL COLUMNS AND OTHER FEATURES.

* PER MEETING WITH CITY ON 2/18/2025, TREES CAN BE CLUSTED AND TREES FOR PARKING SHADING AND OTHER PURPOSES (SCREENING, ETC.) CAN BE COUNTED TOWARDS THIS REQUIREMENT.









BREA PLAZA LIVING

BREA, CA 92821

02/20/2025



THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF BREA GUIDELINES.

CLIMATE ZONES FACTOR

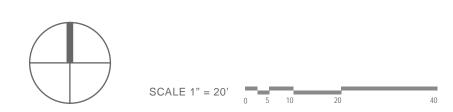
WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS
M = MEDIUM WATER NEEDS

LANDSCAPE TREE PLAN - LEVEL 6

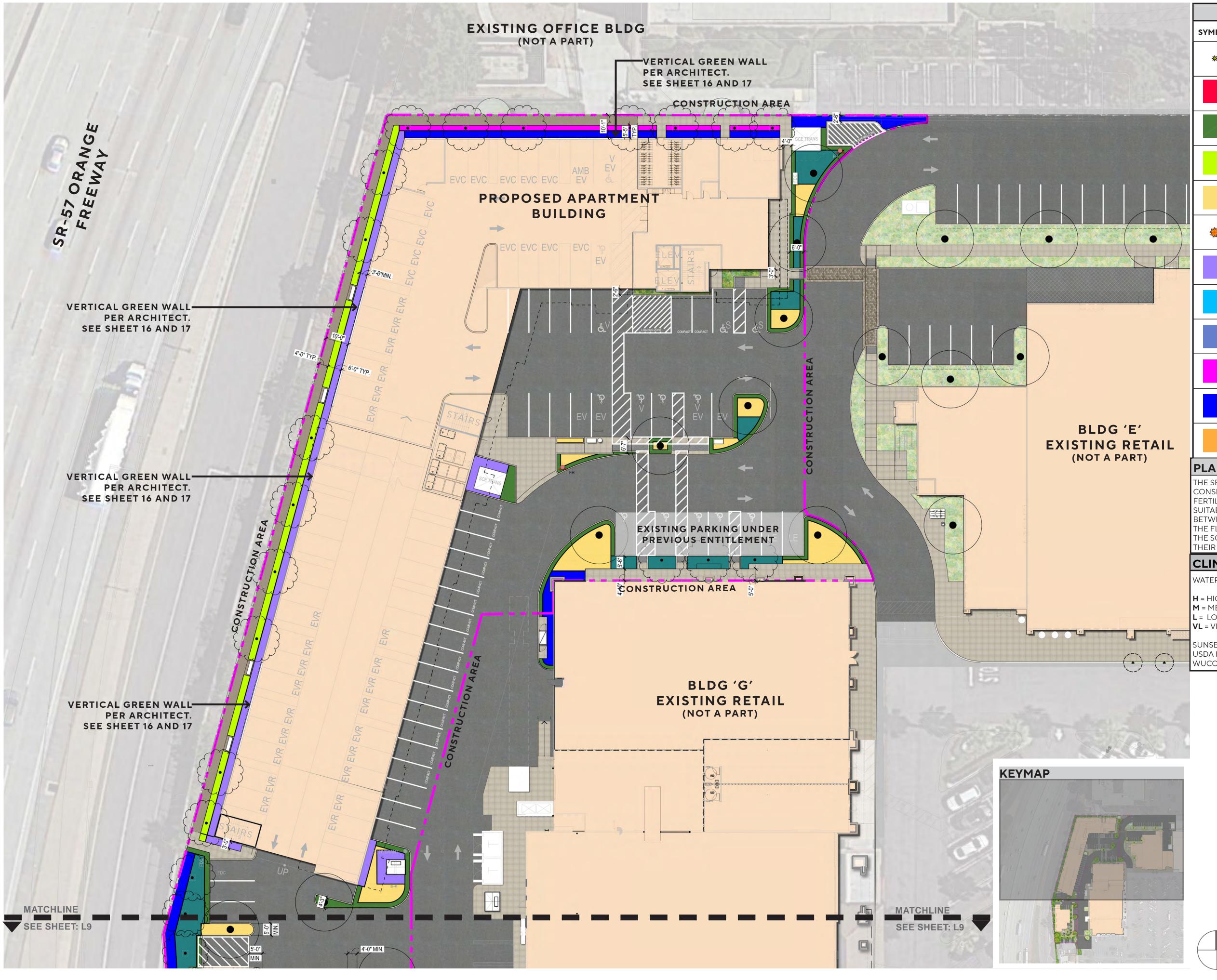
L = LOW WATER NEEDS **VL** = VERY LOW WATER NEEDS

SUNSET ZONE: 23 USDA HARDINESS ZONE: 10a WUCOLS REGION: SOUTH COASTAL, REGION 3









	SHRUB LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS			
*	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE	15 GAL	L			
	BOUGAINVILLEA 'MONKA'	OO-LA-LA BOUGAINVILLEA	1 GAL @ 30" O.C.	L			
	CARISSA MACROCARPA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	1 GAL @ 30" O.C.	L			
	DIANELLA REVOLTA 'BABY BLISS'	BABY BLISS FLAX LILY	5 GAL @ 24" O.C.	L			
	DIETES BICOLOR 'LEMONDROP'	LEMONDROP AFRICAN IRIS	5 GAL @ 24" O.C.	L			
*	FURCRAEA FOETIDA MEDIOPICTA	GIANT FALSE AGAVE	15 GAL	L			
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL @ 30" O.C.	L			
	OLEA EUROPAEA 'MONTRA'	LITTLE OLLIE DWARF OLIVE	5 GAL @ 36" O.C.	L			
	PEROVSKIA ANTRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	5 GAL @ 36" O.C.	L			
	PHILODENDRON 'XANADU'	XANADU PHILODENDRON	5 GAL @ 36" O.C.	М			
	PRUNUS CAROLINIANA 'COMPACTA'	DWARF CAROLINA LAUREL CHERRY	15 GAL @ 48" O.C.	М			
	SUTERA CORDATA 'SCOPIA'	SCOPIA BACOPA	5 GAL @ 12" O.C.	М			
DLANITI	NC DESIGN NOTES						

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS

M = MEDIUM WATER NEEDS
L = LOW WATER NEEDS
VL = VERY LOW WATER NEEDS

SUNSET ZONE: 23 USDA HARDINESS ZONE: 10a WUCOLS REGION: SOUTH COASTAL, REGION 3

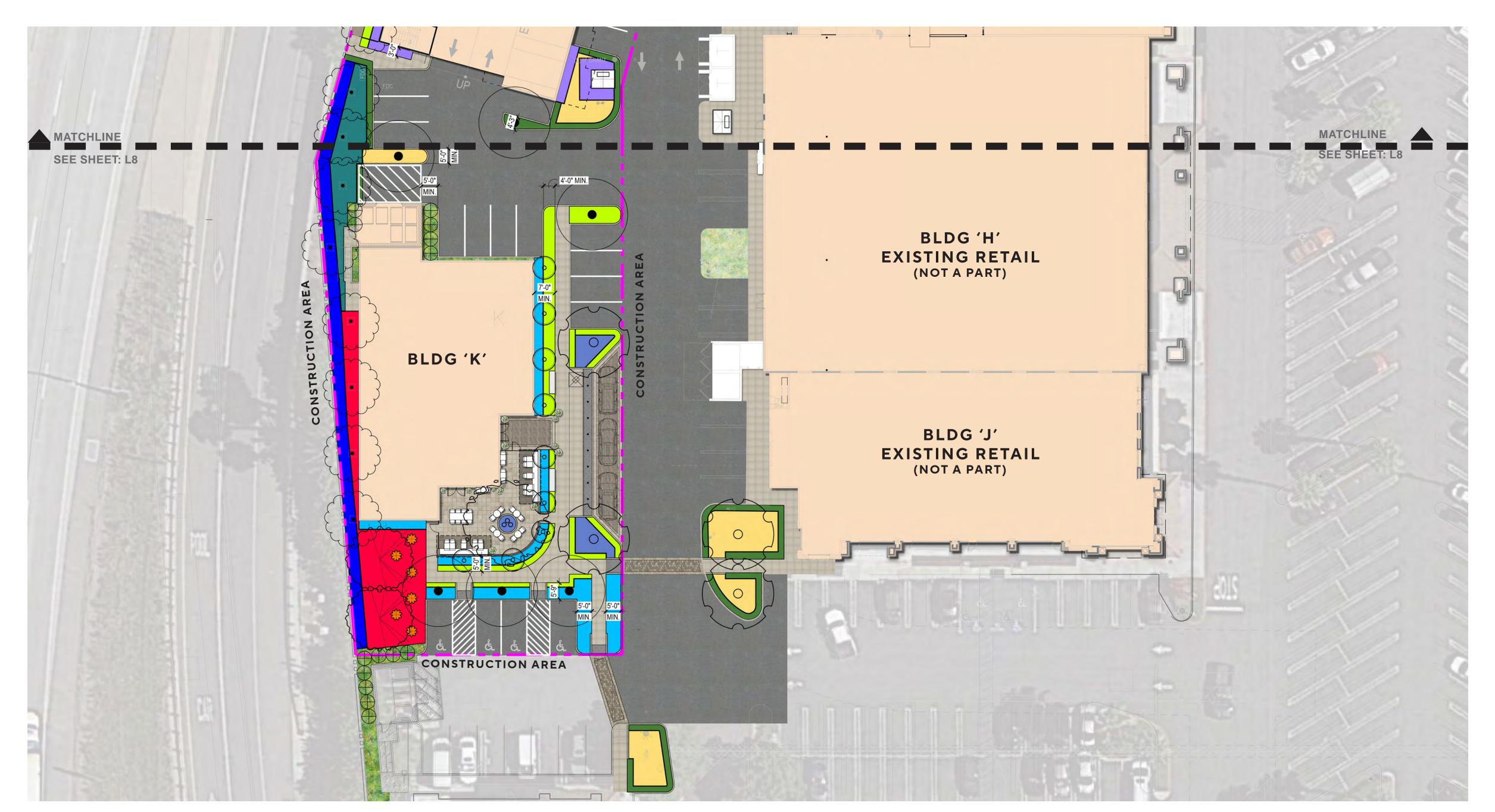
BOSC Realty Advisors

BREA PLAZA LIVING

BREA, CA 92821



2020-0324



	SHRUB LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS			
*	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE	15 GAL	L			
	BOUGAINVILLEA 'MONKA'	OO-LA-LA BOUGAINVILLEA	1 GAL @ 30" O.C.	L			
	CARISSA MACROCARPA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	1 GAL @ 30" O.C.	L			
	DIANELLA REVOLTA 'BABY BLISS'	BABY BLISS FLAX LILY	5 GAL @ 24" O.C.	L			
	DIETES BICOLOR 'LEMONDROP'	LEMONDROP AFRICAN IRIS	5 GAL @ 24" O.C.	L			
*	FURCRAEA FOETIDA MEDIOPICTA	GIANT FALSE AGAVE	15 GAL	L			
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL @ 30" O.C.	L			
	OLEA EUROPAEA 'MONTRA'	LITTLE OLLIE DWARF OLIVE	5 GAL @ 36" O.C.	L			
	PEROVSKIA ANTRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	5 GAL @ 36" O.C.	L			
	PHILODENDRON 'XANADU'	XANADU PHILODENDRON	5 GAL @ 36" O.C.	М			
	PRUNUS CAROLINIANA 'COMPACTA'	DWARF CAROLINA LAUREL CHERRY	15 GAL @ 48" O.C.	М			
	SUTERA CORDATA 'SCOPIA'	SCOPIA BACOPA	5 GAL @ 12" O.C.	М			

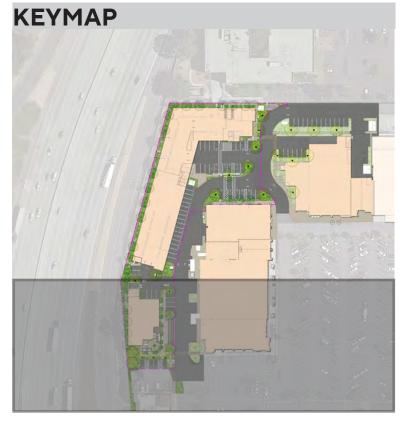
HE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF BREA GUIDELINES.

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS
M = MEDIUM WATER NEEDS
L = LOW WATER NEEDS
VL = VERY LOW WATER NEEDS

SUNSET ZONE: 23 USDA HARDINESS ZONE: 10a WUCOLS REGION: SOUTH COASTAL, REGION 3









BREA PLAZA LIVING

BREA, CA 92821







	SHRUB LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS			
*	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE	15 GAL	L			
	BOUGAINVILLEA 'MONKA'	OO-LA-LA BOUGAINVILLEA	1 GAL @ 30" O.C.	L			
	CARISSA MACROCARPA 'GREEN CARPET'	GREEN CARPET NATAL PLUM	1 GAL @ 30" O.C.	L			
	DIANELLA REVOLTA 'BABY BLISS'	BABY BLISS FLAX LILY	5 GAL @ 24" O.C.	L			
	DIETES BICOLOR 'LEMONDROP'	LEMONDROP AFRICAN IRIS	5 GAL @ 24" O.C.	L			
*	FURCRAEA FOETIDA MEDIOPICTA	GIANT FALSE AGAVE	15 GAL	L			
	MYRTUS COMMUNIS 'COMPACTA'	DWARF MYRTLE	5 GAL @ 30" O.C.	L			
	OLEA EUROPAEA 'MONTRA'	LITTLE OLLIE DWARF OLIVE	5 GAL @ 36" O.C.	L			
	PEROVSKIA ANTRIPLICIFOLIA 'BLUE JEAN BABY'	BLUE JEAN BABY RUSSIAN SAGE	5 GAL @ 36" O.C.	L			
	PHILODENDRON 'XANADU'	XANADU PHILODENDRON	5 GAL @ 36" O.C.	М			
	PRUNUS CAROLINIANA 'COMPACTA'	DWARF CAROLINA LAUREL CHERRY	15 GAL @ 48" O.C.	М			
	SUTERA CORDATA 'SCOPIA'	SCOPIA BACOPA	5 GAL @ 12" O.C.	М			

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF BREA GUIDELINES.

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS
M = MEDIUM WATER NEEDS L = LOW WATER NEEDS

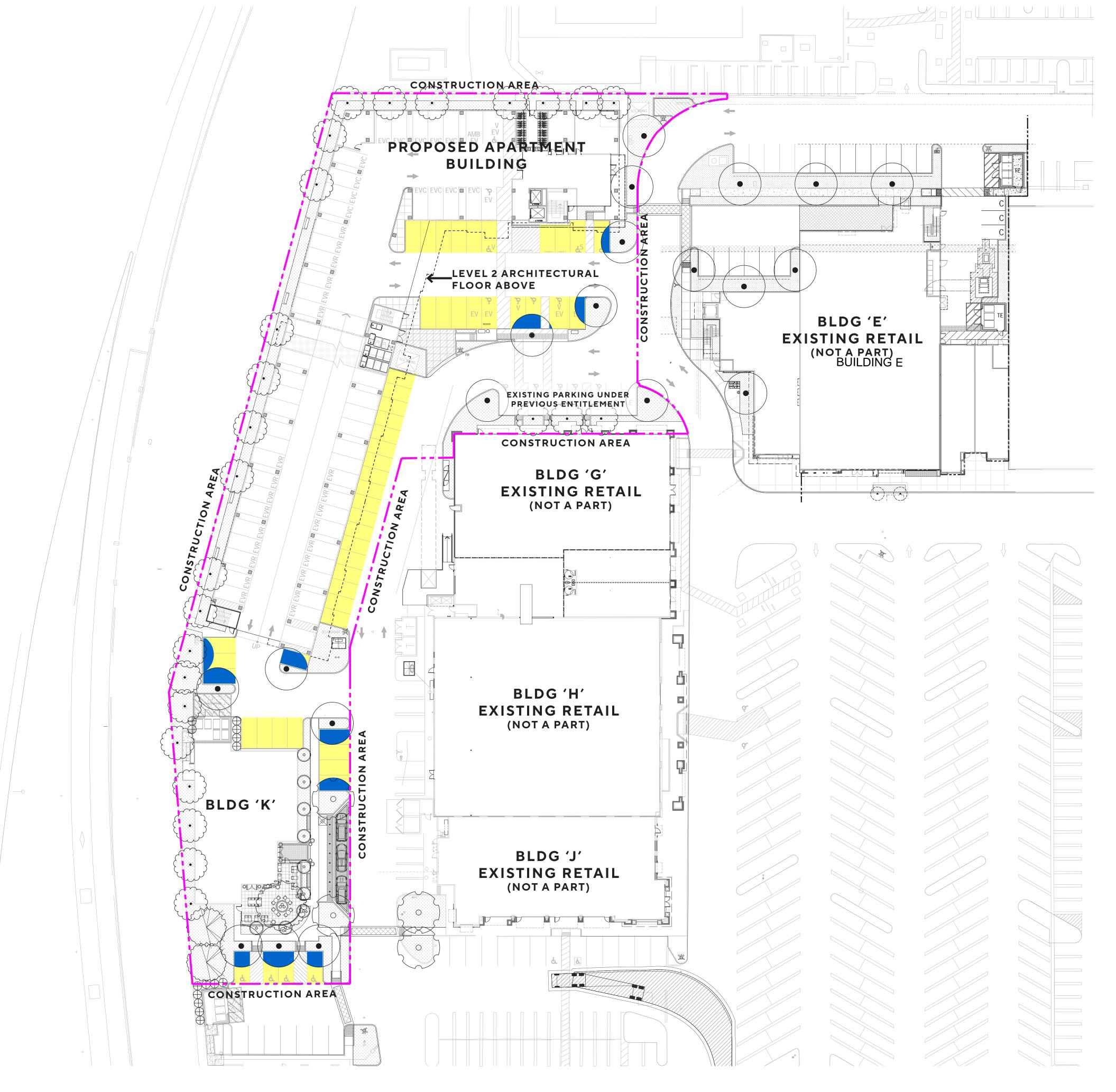
VL = VERY LOW WATER NEEDS

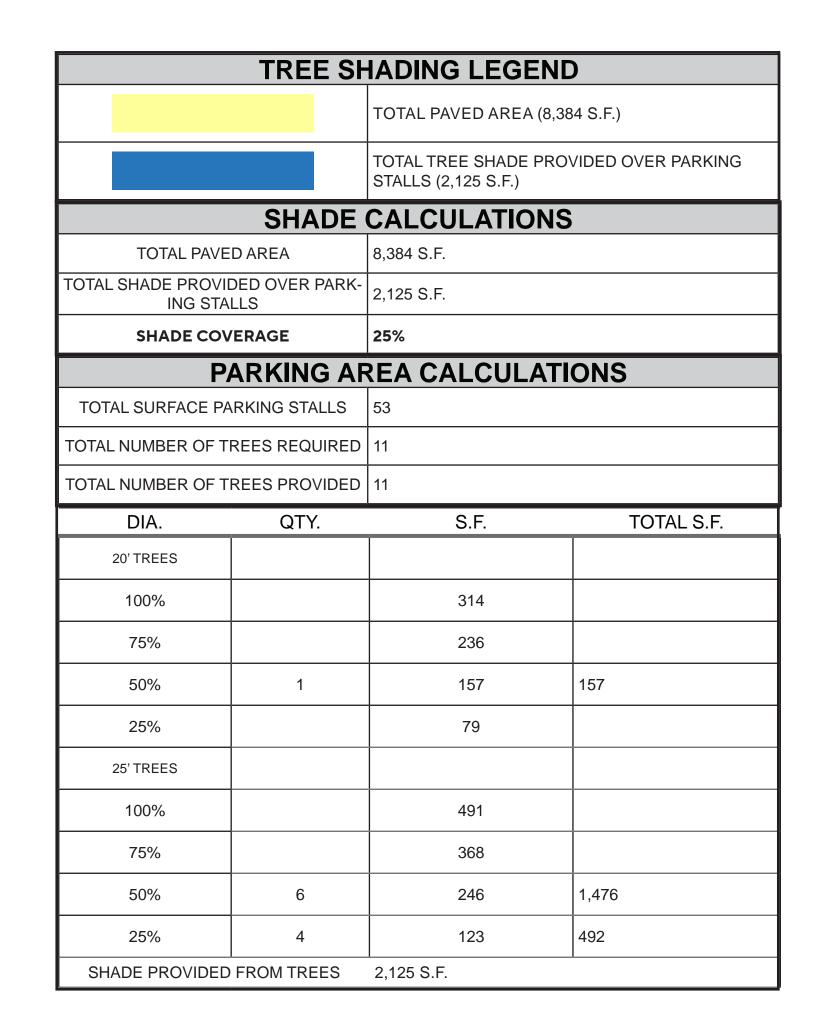
SUNSET ZONE: 23 USDA HARDINESS ZONE: 10a WUCOLS REGION: SOUTH COASTAL, REGION 3











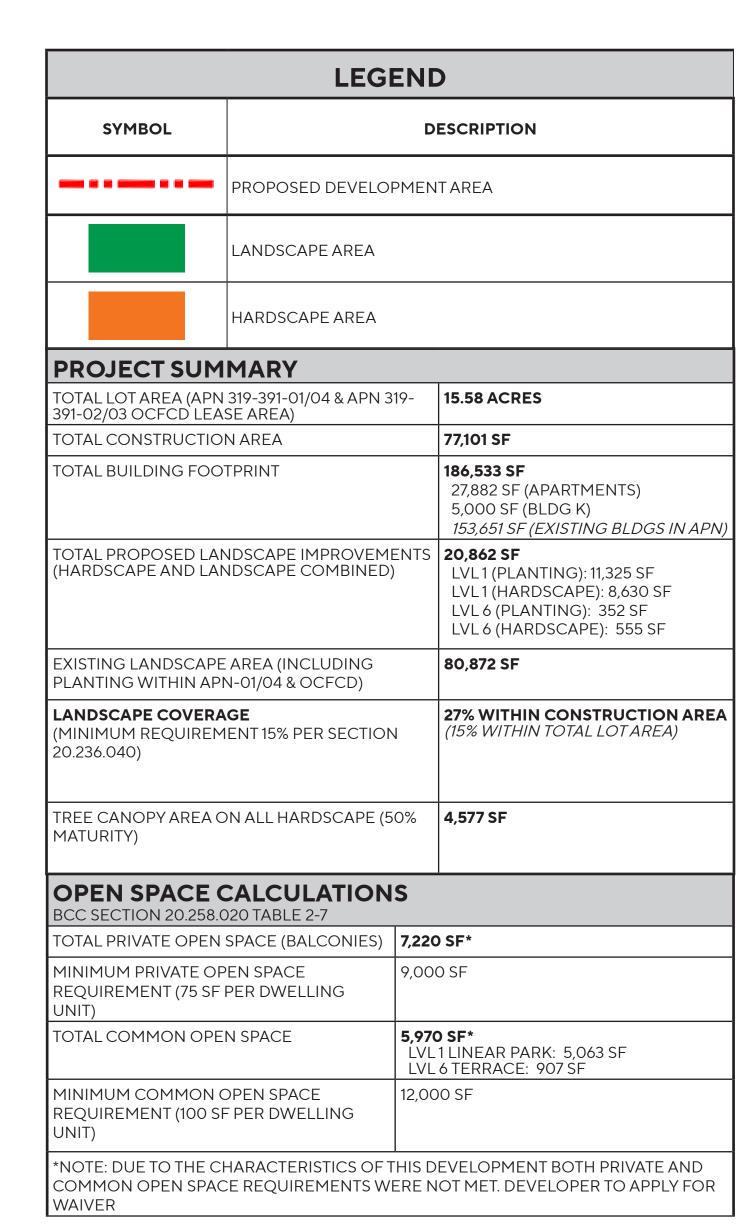


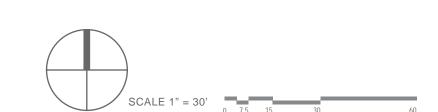






LEVEL 1 LEVEL 6 PROPOSED APARTMENT PRIVATE PATIO OPEN BUILDING SPACE DIMENSIONS. REFER TO ARCHITECTURAL PLAN SHEET 15. · ---**BUILDING E** EXISTING PARKING UNDER PREVIOUS ENTITLEMENT BLDG 'G' **EXISTING RETAIL** (NOT A PART) BLDG 'H' **EXISTING RETAIL** (NOT A PART) JBLDG 'K' BLDG 'J' **EXISTING RETAIL** (NOT A PART)









BREA, CA 92821





Appendix B: Certification of Landscape Design

CERTIFICATION OF LANDSCAPE DESIGN

I hereby certify that: (1) I am a professional appropriately licensed in the State of California to provide professional landscape design services. (2) The landscape design and water use calculations for the property located at _____ BREA, CA 92821 (provide street address or parcel number(s)) were prepared by me or under my supervision. (3) The landscape design and water use calculations for the identified property comply with the requirements of the City of **BREA** _Water Efficient Landscape Ordinance (Municipal Code Sections ______ 14.00 OF THE BCC _) and the City of _____ **BREA** Guidelines for Implementation of the City of ____ BREA Water Efficient Landscape Ordinance. (4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of __ Guidelines for Implementation of the City of ______ BREA _____ _Water Efficient Landscape Ordinance. **DIEGO ALESSI** Print Name Date License Number Signature 144 N. ORANGE ST., ORANGE, CA 92866 Address DIEGOA@AOARCHITECTS.COM (714) 639-9860 Telephone E-mail Address Landscape Design Professional's Stamp (If applicable)

24

WATER EFFICIENT WORKSHEET

Site Information	· · · · · · · · · · · · · · · · · · ·							1
		BREA PLAZA AF		0.45				
	Site Type →		Allowed ETAF:	0.45				
Annual Eto	(inches/yr) →	51.8						
Hydrozone or Planting Description	Plant Fac	ctor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Hydrozone Area (sqft.)	ETAF x Area	Estimated Total Water Use (gal./day)
Regular Landscape	Areas							
LEVEL 1								
HYD #1	0.2	LOW	Drip	0.81	0.2	8,758	2,162	69,450
HYD #2	0.5	MED	Drip	0.81	0.6	2,919	1,802	57,868
					SUBTOTAL →	11,677	3,964	127,318
Special Landscape	Areas							
							0	0
							0	0
					SUBTOTAL →		0	0
							Use (ETWU) \rightarrow	-
				Max	kimum Allowed	Water Allowar	nce (MAWA) →	168,758

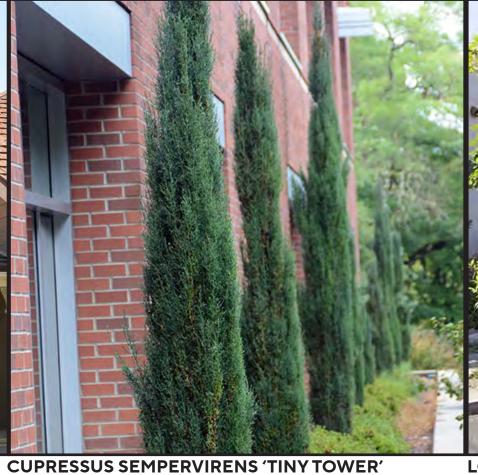
ETAF Calcula	ETAF Calculations					
Regular Land	scape Areas					
	Total ETAF x Area	3,964				
	Total Area	11,677				
	Average ETAF	0.34				
All Landscape	e Areas					
	Total ETAF x Area	3,964				
	Total Area	11,677				
	Sitewide ETAF	0.34				

Notes:	
ETWU meets MAWA requirement.	
Average ETAF meets requirement for this site type.	

TREE IMAGES



STRAWBERRY TREE MATURE SIZE: 20' - 30' H X 15' - 20' W



TINY TOWER ITALIAN CYPRESS MATURE SIZE: 40' - 70' H X 10' - 20' W



LOPHOSTEMON CONFERTUS MATURE SIZE: 30'-40' H X 15'-25' W

BRUSH BOX



OLEA EUROPAEA OLIVE TREE MATURE SIZE: 25' - 30' H X 25' - 30' W



PRUNUS CAROLINIANA CAROLINA CHERRY LAUREL MATURE SIZE: 15' - 25' H X 15' - 25' W

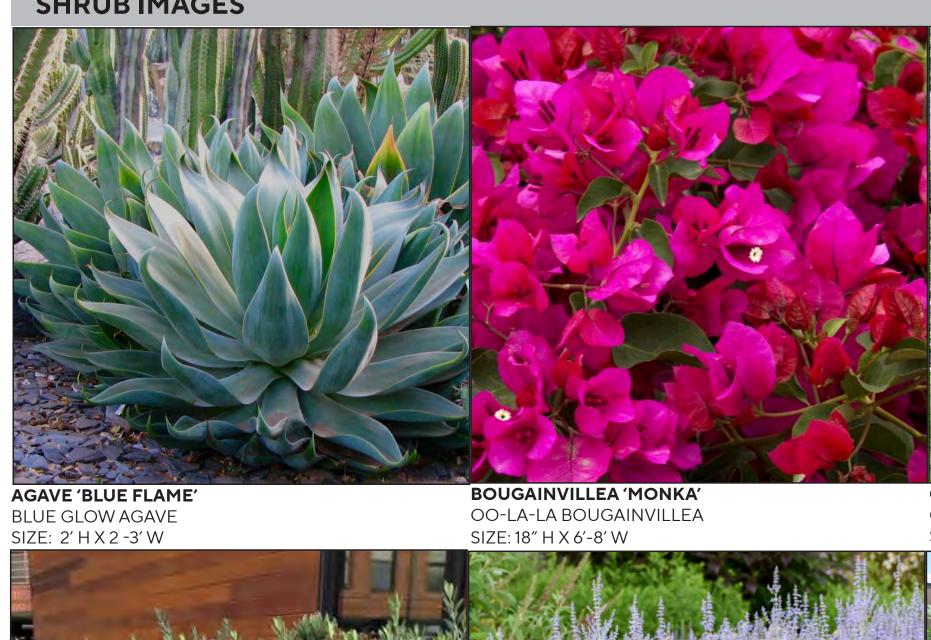


RHUS LANCEA AFRICAN SUMAC MATURE SIZE: 30'H X 35'W



VITEX AGNUS-CASTUS CHASTE TREE MATURE SIZE: 20'H X 20'W

SHRUB IMAGES





GREEN CARPET NATAL PLUM SIZE: 2" - 15" H X 4' - 5' W (TRAILING)



BABY BLISS FLAX LILY SIZE: 18" - 24" H X 18" - 24" W



DIE 152 BICOLOR LEMONDROP LEMONDROP AFRICAN IRIS SIZE: 2' - 3' H X 2' - 3' W



FURCRAEA FOETIDA MEDIOPICTA GIANT FALSE AGAVE SIZE: 4' - 5' H X 6' - 8' W



MYRIUS COMMUNIS COMPACIA DWARF MYRTLE SIZE: 3' H X 3' W



OLEA EUROPAEA 'MONTRA' LITTLE OLLIE DWARF OLIVE SIZE: 4' - 6' H X 4' - 6' W





PHILODENDRON 'XANADU' XANADU PHILODENDRON SIZE: 2'-3' H X 3'-4' W



PRUNUS CAROLINIANA 'COMPACTA' DWARF CAROLINA CHERRY LAUREL MATURE SIZE: 4' H X 4' W



SUTERA CORDATA 'SCOPIA' SCOPIA BACOPA SIZE: 4" - 6" H X 12" - 18" W

BREA PLAZA LIVING

ATTACHMENT N



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

February 19, 2025

Waad Nadhir BOSC Realty Advisors 888 West Big Beaver Road, Suite 200 Troy, MI 48084

Subject: Parking Study for Brea Plaza Shopping Center, Brea, California

Dear Mr. Nadhir:

LSA has prepared this analysis in consideration of the effect on parking demand for the addition of apartments to the Brea Plaza Shopping Center (project) in Brea, California. The project site is along Imperial Highway between State Route (SR) 57 and Associated Road. This analysis is based on the project site plan dated February 19, 2025 (Figure 1 in Attachment A). The proposed project would demolish a portion of the surface parking spaces in the northwest corner of the project site and construct residential dwelling units above two levels of a new parking structure. Simultaneously, the shopping center is reducing the size of an existing restaurant pad building from 7,500 square feet (sf) to 5,000 sf. After completion of the ongoing renovation project and the proposed project, the shopping center would have a total area of 158,691 sf of commercial space. The proposed project would construct 120 residential units (21 studio, 47 one-bedroom, and 52 two-bedroom units). Of the 120 proposed residential units, 6 would be designated affordable housing.

Many of the site's proposed uses experience their peak parking demand at different times of day. This means that the completed development may require fewer parking spaces when considered as a whole than would otherwise be required by straight application of the City of Brea (City) Municipal Code. This report analyzes the potential parking demand for the proposed uses during a typical weekday, during a typical weekend, and during December, when parking demand is highest.

MUNICIPAL CODE PARKING RATES AND REQUIREMENTS

Brea Municipal Code (BMC) Section 20.08.040 establishes off-street parking requirements for residential and nonresidential development. Table A presents the parking requirements for each type of use on the site. The shopping center currently has four suites with patios, three of which are greater than 300 sf (Pho Ha at 1619 Imperial Highway, 1,088 sf; California Fish Grill at 419 Associated Road, 570 sf; and Panera Bread at 423 Associated Road, 850 sf). A 1,010 sf patio is proposed adjacent to the renovated restaurant space.

BMC Section 20.08.040 specifically states that where uses are combined, the parking requirement is the sum of the requirements of the various uses, except for shopping centers. Therefore, Table B calculates the existing parking requirement based on the total size of the shopping center upon completion of the ongoing renovation project and the proposed project. It should be noted, however, that Table A shows that some of the shopping center's uses, specifically restaurants, have a much higher parking demand if considered individually.

Table A: Municipal Code Parking Rates

Land Use	Parking Space Rates per Brea Municipal Code Section 20.08.040
General Retail	1 space per 200 sf
Barbershops and Beauty Parlors	1 space per 250 sf
Cafes/Sit-Down Restaurants	Minimum of 10 spaces; 1 space for each 75 sf of gross floor area up to 6,000 sf, plus 1 space for each 55 sf over 6,000 sf, or 1 space per 3 seats, whichever is greater
Accessory Outdoor Dining Area	No additional parking spaces required if smaller than 300 sf or has less than 20 seats; 1 space per 75 sf over 300 sf or 1 space per 3 seats over 20 seats, whichever is greater
Medical/Dental Offices	5.5 spaces per 1,000 sf
Shopping Centers	5.5 spaces per 1,000 sf
Offices	1 space per 250 sf
Two or More Dwelling Units on One Building Site	1.5 spaces per studio unit, 1.75 spaces per 1-bedroom unit, 2.0 spaces per 2-bedroom unit, 2.5 spaces per 3-bedroom unit, or 3.0 spaces per 4-bedroom unit, plus 0.2 guest space per unit

Source: City of Brea Municipal Code Section 20.08.040 (2024).

sf = square feet

Table B: Municipal Code Parking Requirement for Retail Center

	Parking Space Rates per	Project Parking Requirements		
Land Use	Brea Municipal Code Section 20.08.040	Size	Unit	Required Parking Spaces
Shopping Centers	5.5 spaces per 1,000 sf	158.691	TSF	873
			TOTAL	873

Source: City of Brea Municipal Code Section 20.08.040 (2024).

sf = square feet

TSF = thousand square feet

LSA calculated how the proposed project would affect the BMC parking requirement. Table C displays the calculation of the BMC parking requirement for the residential portion of the proposed project. If the BMC residential parking requirements applied to the project, 242 residential parking spaces would be required, and 120 of those parking spaces would be required to be located within a garage or carport. However, providing affordable housing and qualifying for application of the State's density bonus law results in different parking ratios under Government Code Section 65915(p)(1). These parking ratios are shown in Table D.

In total, the required parking for the Brea Plaza Shopping Center after completion of the ongoing renovation project and the proposed project is 1,019 parking spaces (873 commercial and 146 residential). However, through a shared parking arrangement, the total number of parking spaces needed could be much less.

Table C: Residential Municipal Code Parking Requirement

	Darking Space Bate nor Prog Municipal Code Section		Parking Requirements	
Land Use	Parking Space Rate per Brea Municipal Code Section 20.08.040	Units	Required Parking Spaces	
Studio	1.5 spaces per studio unit, of which 1 space is covered	21	31.5 (21 covered)	
1-Bedroom Unit	1.75 spaces per 1-bedroom unit, of which 1 space is covered	47	82.3 (47 covered)	
2-Bedroom Unit	2.0 spaces per 2-bedroom unit, of which 1 space is covered	52	104 (52 covered)	
3-Bedroom Unit	2.5 spaces per 3-bedroom unit, of which 2 spaces are covered	0	0	
Guest Parking	0.2 space per unit	120	24.4	
		TOTAL	242 (242.2), of which	
			120 are covered	

Source: Brea Municipal Code Section 20.08.040 (2024).

Table D: State Density Bonus Parking Requirement

	Darking Pata per California Government	Project Parl	king Requirements	
Land Use	Parking Rate per California Government Code Section 65915(p)(1)	Units	Required Parking Spaces	
Studio	1 space per studio unit	21	21	
1-Bedroom Unit	1 space per 1-bedroom unit	47	47	
2- or 3-Bedroom Unit	1.5 spaces per 2- or 3-bedroom unit	52	78	
4-Bedroom Unit or more	2.5 spaces per 4+ bedroom unit	0	0	
Guest Parking	Rates above include guest parking	st parking 0		
		TOTAL	146	

Source: Government Code Section 65915(p)(1) (2024).

Note: Twenty-four of the new parking spaces being constructed within the proposed development would be compact spaces.

PARKING SUPPLY

Existing Parking Supply

When originally constructed in the late 1970s, the Brea Plaza Shopping Center and the neighboring office building (1700 Greenbriar Lane) were constructed as one project, with access and parking rights shared between the shopping center and office building. The Brea Plaza Shopping Center and the Mercury Insurance office building are now under separate ownership. Prior to the start of the ongoing renovation project, the Brea Plaza Shopping Center had 732 surface parking spaces. Of these, 32 were compact spaces. The existing parking lot is spread throughout six zones. A figure illustrating the parking zones is provided as part of Attachment B.

Zone	Location						
Zone 1	Northwest corner of the property (project site)						
Zone 2	outhwest corner of the property						
Zone 3	Central-west four parking aisles						
Zone 4	Adjacent to Imperial Highway pad buildings						
Zone 5	Central-east						
Zone 6	Northeast corner and north of shopping center						

An access and parking agreement is in place permitting shared access across the Brea Plaza Shopping Center site, specifying Brea Plaza Shopping Center has use of portions of the 443 surface parking spaces at all times and full access outside office business hours. This access and parking agreement is in effect until 2026. This parking analysis demonstrates that the project will not rely on the Mercury Insurance parking lot to satisfy typical daily or weekend parking demand.

Future Parking Supply

The proposed project would be constructed in the northwest parking lot, which would replace 138 surface parking spaces and construct 53 new surface parking spaces, as well as a 95-space, two-story parking structure. Of the 53 new surface parking spaces, 21 will be compact spaces. Three compact spaces will be within the parking structure. An additional 4 parking spaces located behind the shopping center between Buildings D and E will need to be removed to provide space for upgraded electrical transformers needed for new electric vehicle charging stations.

The proposed project is also adjusting Building K. The proposed project is eliminating 12 of the parking spaces between Building K and the southwest retail building. The project is adding four accessible parking spaces in this area, for a net loss of eight commercial parking spaces. Due to the straightening of the accessible path from Building K, one additional parking space will be available on the west side of Building G.

The ongoing renovation project will result in additional striped parking spaces on the north side of the property. Upon completion of the renovation and the proposed project, the parking zones will have the following number of striped surface parking stalls, as shown in Table E.

Table E: Future Brea Plaza Shopping Center
Parking Supply by Zone

Zone	Parking
Zone 1	53 (21 compact) within the proposed development
	and 9 on the west side of Building G
Zone 2	90, including 4 accessible spaces within the proposed
	development
Zone 3	220 (30 compact)
Zone 4	77
Zone 5	152
Zone 6	70 (3 compact)

Source: Architects Orange (2025).

BMC Section 20.08.040 permits credit for drive-through stacking spaces not to exceed 30 percent of the parking required and not to exceed 1 space for each 23 feet of striped drive-through lane, with a maximum credit of 20 spaces per drive-through. Brea Plaza Shopping Center has two drive-throughs that warrant this credit. The site plan displays 21 vehicles able to fit in the drive-through queue for Chick-Fil-A (Building T) and 9 vehicles able to fit in the drive-through queue for Panera Bread (Building P). Although this is the number of vehicles that could queue, the credit for each must be calculated according to BMC Section 20.08.040. Table F displays the calculation of the drive-through credit applicable for each.

Table F: Drive-Through Stacking Credit

	Chick-Fil-A	Panera Bread
Building Size	3,759 sf	4,135 sf
Patio Size	0 sf	850 sf
BMC Parking Requirement ¹	50.1	62.5
30 Percent of Parking Requirement ²	15.0	18.7
Striped Stacking Lane	480 ft	190 ft
Potential Parking Credit ³	21	8
Maximum Credit per BMC	15	8

- 1 One space for each 75 sf of gross floor area up to 6,000 sf, plus one space per 75 sf of patio in excess of 300 sf
- ² Credit cannot exceed 30 percent of parking requirement per BMC Section 20.08.040
- ³ One car for every 23 lineal feet per BMC Section 20.08.040

BMC = Brea Municipal Code

ft = feet

sf = square feet

Table G shows the future parking supply at the Brea Plaza Shopping Center upon completion of the ongoing renovation project and the proposed project, including the proposed parking structure, the surface parking spaces described in Table E, and credit for stacking spaces within the drive-throughs calculated in Table F. As Table G shows, the Brea Plaza Shopping Center would have a total of 789 parking spaces at the completion of the proposed project. Compact spaces would account for 7 percent of total parking.

Table G: Future Brea Plaza Shopping Center Parking Supply

Parking Spaces
95
53
42
671
618
53
23
15
8
789
57
7%

Source: Architects Orange (2025).

PARKING DEMAND

Parking demand at shopping centers had been affected by changing retail trends even prior to the Covid-19 pandemic, which further altered consumer patterns. Tenants at the Brea Plaza Shopping Center have been affected by these changing trends. For example, restaurants have identified an

increase in take-out customers and a decrease in dine-in customers. The changing trends have generally resulted in reduced parking demand.

Empirical parking demand data were collected in order to identify the existing parking demand for the Brea Plaza Shopping Center. Typical weekday condition parking demand was surveyed on Thursday, August 18, 2022, and Tuesday, April 30, 2024. Typical weekend condition parking demand was surveyed on Saturday, August 20, 2022, and Sunday, April 28, 2024. Additional data were collected during a period of peak parking demand on Thursday, December 14, 2023, and Saturday, December 16, 2023. Peak observed parking demand was 482 parked vehicles on a typical weekday, 575 on a typical weekend, 569 on a December weekday, and 646 on a December weekend. Parking surveys are attached to this report (Attachment B). It should be noted that the parking demand observed in 2024 was lower than the parking demand observed in 2022.

At the time parking survey data were collected, two suites that will be occupied in the future were unoccupied (i.e., were vacant). Additionally, one of the restaurant buildings was 7,500 sf at the time parking survey data were collected but will be 5,000 sf in the future. In order to calculate future parking demand for commercial uses at the Brea Plaza Shopping Center, parking demand for the two vacant suites needs to be added and extra parking demand for 2,500 sf of restaurant needs to be removed.

This analysis determines the future commercial parking demand and the parking demand for the proposed 120 residential dwelling units and their variation by time of day. The analysis then compares the total parking demand by time of day to the parking supply to determine if sufficient parking supply is available to satisfy the parking demand throughout the day.

Published Survey Data

The Institute of Transportation Engineers (ITE) *Parking Generation*, 6th Edition,¹ provides information based on 3 decades of research. This resource identifies average parking rates and a confidence interval that assists with analysis of properties with the potential for higher- or lower-than-average parking demand. Table H displays the average parking rates and high end of the confidence interval.

Table H: Institute of Transportation Engineers Parking Rates

Land Use (Land Use Code)	Average Rate	Upper Confidence Interval
Shopping Center (820)	1.67 spaces per TSF	2.25 spaces per TSF
Supermarket (850)	2.47 spaces per TSF	2.77 spaces per TSF
High-Turnover (Sit Down) Restaurant (932)	8.97 spaces per TSF	10.23 spaces per TSF
Medical/Dental Offices (720)	2.63 spaces per TSF	2.98 spaces per TSF
General Office Building (710)	1.95 spaces per TSF	2.11 spaces per TSF
Multifamily Housing (Mid-Rise) (221)	1.23 spaces per dwelling unit or 0.78 space per bedroom	1.31 spaces per dwelling unit or 0.85 space per bedroom

Source: Parking Generation, 6th Edition (Institute of Transportation Engineers 2023).

TSF = thousand square feet

_

¹ Institute of Transportation Engineers. 2023. *Parking Generation*, 6th Edition.

To calculate future potential parking demand for the two new tenants (i.e., currently vacant), the upper confidence interval was used. To calculate the future reduction in parking demand from reducing restaurant space, the average rate was used. ITE Parking Generation does not provide parking rates for restaurant patios, so the BMC parking rate was applied to this portion of the project. This presents a conservative analysis. Table I provides the calculation of the anticipated future parking demand for the changing commercial uses. As Table I shows, the net result of the two new commercial tenants, reduction in restaurant interior space, and addition of a restaurant patio would be an anticipated 29 additional parked vehicles.

Table I: Parking Demand for Commercial Land Use Changes

Land Use (Land Use Code)	Parking Rate	Size (TSF)	Parking Demand
Building E (820)	2.25 spaces per TSF	12.000	27.0
Grand Salon (820)	2.25 spaces per TSF	6.510	14.6
High-Turnover (Sit Down) Restaurant (932)	8.97 spaces per TSF	(2.500)	(22.4)
New Restaurant Patio	1 space for every 75 sf over 300 sf ¹	1.010	9.5
Total	-	16.010 interior	28.7 rounded to
		1.010 patio	29 parking spaces

Source: Parking Generation, 6th Edition (Institute of Transportation Engineers 2023).

TSF = thousand square feet

sf = square feet

Residential Parking Demand

For midrise multifamily housing in a suburban area, the ITE surveyed average peak parking demand ratio is 1.23 spaces per dwelling unit or 0.78 space per bedroom. For this land use, the upper end of the 95 percent confidence interval is 1.31 spaces per dwelling unit or 0.85 space per bedroom.

Surveys of Similar Sites

As mentioned above, the proposed residential building would provide parking in the parking structure with open parking stalls and no individual garages. Multifamily housing developments with individual garages sometimes find that garages transition to storage use over time, which increases the burden on the remaining open parking spaces. Structured parking cannot be used for storage and will always be used for parking.

LSA had collected parking demand data at three large apartment developments with structured parking in 2019. The parking data are recent but also represent typical conditions prior to Covid-19. The three sites surveyed were the Core Apartments at 1815 Westside Drive in Anaheim, the Baker Block development at 125 Baker Street in Costa Mesa, and Rize at 1100 Synergy in Irvine. All three of these apartment developments are midrise and provide all of their parking in an adjoining parking structure. None of the three identified properties have private garages.

LSA contracted with an independent data collection company to collect parking accumulation data from 5:00 p.m. to midnight for weekdays and weekends at each of the identified properties. Survey data are provided in Attachment C. This period was selected to reflect the time of day when Urban Land Institute (ULI) *Shared Parking* time-of-day data identify peak resident and residential guest

Brea Municipal Code parking rate

parking demand.² Table J displays the results of those surveys, including the resulting ratios of parking spaces per dwelling unit and parking spaces per bedroom. For the Core Apartments, parking ratios were based on the units occupied at the time the surveys were conducted. Property management for Baker Block and Rize reported full occupancy at the time of the parking surveys.

Table J: Apartment Parking Survey Results

	Coi	re Apartme	ents ¹	В	aker Bloc	k	Rize				
	В	welling Un edrooms, a Parking Sp	ınd	Ве	elling Un drooms, a Parking Sp	ınd	363 Dwelling Units, 511 Bedrooms, and 564 Parking Spaces				
	Thursday 4/25/19	Friday 4/26/19	Saturday 4/27/19	Thursday 5/2/19	Friday 5/3/19	Saturday 5/4/19	Tuesday 8/6/19	Saturday 7/27/19			
Peak Parked Cars	306	288	295	310	311	297	429	442			
Parking Rate per Unit	1.38	1.30	1.33	1.29	1.30	1.24	1.18	1.22			
Parking Rate per Bedroom	0.93	0.88	0.90	0.89	0.89	0.85	0.84	0.86			

Source: Compiled by LSA (2025).

Table K summarizes the parking rates for the three surveyed midrise apartment developments with structured parking. As Table K shows, the average observed parking rate for midrise apartments in Orange County with structured parking is 1.30 spaces per dwelling unit or 0.89 space per bedroom.

Table K: Average Apartment Parking Rates

	Peak Parking Rate per Dwelling Unit	Peak Parking Rate per Bedroom
Core Apartments	1.38	0.93
Baker Block	1.30	0.89
Rize	1.22	0.86
Average	1.30	0.89

Source: Compiled by LSA (2025).

It should be noted that the presence of on-street parking near each surveyed property likely resulted in resident guests choosing these spaces out of convenience. LSA queried parking survey data in ULI's *Shared Parking*, 3rd Edition,³ which identifies a guest parking ratio of 0.10 parking space per dwelling unit. Based on the empirical data for similar developments in the same county, LSA believes that parking demand for the market-rate units of the proposed project could be accommodated by providing 1.40 parking spaces per studio and one-bedroom dwelling unit (1.30 for residents and 0.10 for guests), 1.90 parking spaces per two-bedroom dwelling unit (0.89 resident

-

At the time of the surveys, 222 of the 400 units were occupied.

² Urban Land Institute. 2020. *Shared Parking*. 3rd Edition.

³ Ibid.



space per bedroom x 2 bedrooms + 0.10 guest space), and 2.8 parking spaces per three-bedroom dwelling unit (0.89 resident space per bedroom x 3 bedrooms + 0.10 guest space).

Affordable Housing Parking Rates

While the section above identifies an appropriate parking ratio for market-rate residential units, LSA also considered the appropriate parking ratio for affordable residential units. As discussed previously, a city cannot compel the provision of more than one space per dwelling unit for studio or one-bedroom units or more than 1.5 spaces per dwelling unit for two- or three-bedroom units for projects providing affordable housing consistent with State Density Bonus Law (California Government Code Section 65915p[1]).

LSA estimated the parking demand for the affordable housing units. The ITE's *Parking Generation*, 6th Edition,⁴ provides information for affordable housing with income limits. All levels of income limits were included in this dataset, and the data are applicable to any level of affordability. For affordable housing in a suburban area, the average peak parking demand ratio is 1.00 space per dwelling unit or 0.55 space per bedroom. For this land use, the upper end of the confidence interval is 1.10 spaces per dwelling unit or 0.81 space per bedroom. These surveyed rates predict slightly higher parking demand for studio and one-bedroom affordable units (1.1 compared to 1) and for two-bedroom affordable units (1.62 compared to 1.5) than the State maximum.

LSA believes that parking demand for the affordable units of the proposed project could be accommodated by providing 1.1 parking spaces per studio and one-bedroom dwelling unit and (rounding up from 1.62) 2 parking spaces per two- or three-bedroom dwelling unit.

Total Resident Parking Demand

While the State density bonus parking requirement shown in Table D (i.e., 146 parking spaces) is the required quantity for the proposed project, this section calculates the anticipated parking demand to confirm that a sufficient quantity of parking spaces is provided for the operation of the proposed project and the shopping center.

Table L calculates the anticipated residential parking demand for the 120 proposed residential units based on the available empirical data and the function of the units (i.e., Table L accounts for market-rate and affordable units). As Table L shows, a total residential parking demand for 193 parking spaces is anticipated. Of this total, 12 parking spaces would be used by guests and 181 would be used by apartment residents. Residents would not have assigned parking spaces but would have overnight parking permits, allowing on-site security to distinguish resident vehicles. The anticipated residential parking demand for 181 parking spaces is lower than the BMC rate of 242 parking spaces but accounts for the parking characteristics of affordable housing and the greater efficiency of parking lots without private garages.

-

⁴ Institute of Transportation Engineers. 2023. *Parking Generation*, 6th Edition.

Table L: Residential Parking Demand

	Doubing Domand Dates non	Project Parking	g Requirements
Land Use	Parking Demand Rates per Empirical Data	Units	Required Parking Spaces
Market-Rate Studio Unit	1.40 spaces per dwelling unit	20	28.0
Affordable Studio Unit	1.1 spaces per dwelling unit	1	1.1
Market-Rate 1-Bedroom Unit	1.40 spaces per dwelling unit	45	63.0
Affordable 1-Bedroom Unit	1.1 spaces per dwelling unit	2	2.2
Market-Rate 2-Bedroom Unit	1.9 spaces per dwelling unit	49	93.1
Affordable 2-Bedroom Unit	2.0 spaces per dwelling unit	3	6.0
Market-Rate 3-Bedroom Unit	2.8 spaces per dwelling unit	0	0
Affordable 3-Bedroom Unit	2.0 spaces per dwelling unit	0	0
	Total	120	193 (193.4)
	Guest (0.1 space	per dwelling unit)	12
		Resident	181

Shared Parking

The 193 residential parking spaces identified in Table L would be located in a shared parking arrangement throughout the shopping center parking lots. It is anticipated, however, that the majority of the 95-space parking structure and project development area would be occupied by resident vehicles, as shopping center patrons have historically parked in the northwest corner only when all other spaces are occupied.

The sections above describe the peak parking demand for the new commercial tenants and proposed residential development. Because of different hours of operation and different offsetting parking activities, not all uses at the site require their full allotment of parking spaces at the same time. Logically, the project's apartment residents could patronize the on-site retail and restaurant uses, and the site would not have to simultaneously provide a parking space for the resident as a resident and the resident as a customer. LSA used methodologies found in ULI's *Shared Parking*, 3rd Edition,⁵ to identify the daily variations in parking demand for each of the site's land uses. Applying these methodologies avoids double counting parking demand. The time-of-day factors found in *Shared Parking* are based on empirical studies and results from multiple parking accumulation counts.

Table I displayed the parking requirement for the commercial suites that will be occupied in the future. At the time parking surveys were collected, no other suites were vacant. Given that the peak parking demand observed during parking surveys (i.e., 575 spaces) was 73 percent of the parking needs anticipated by the BMC (i.e., 785 spaces), it is anticipated that the commercial suites to be occupied, the reduction in restaurant space in Building K, and the new restaurant patio would also generate parking demand at 73 percent of the parking requirement.

_

⁵ Urban Land Institute. 2020. *Shared Parking*, 3rd Edition.

Table M combines existing typical weekday empirical data, anticipated parking demand for two new commercial tenants, anticipated parking reduction for reduced restaurant space, additional parking demand for the new restaurant patio, and anticipated residential parking demand. At the time of peak weekday parking demand, the Brea Plaza Shopping Center is estimated to require 578 parking spaces. This would leave a surplus of 211 parking spaces. In addition to typical weekday time-of-day factors, *Shared Parking* includes tables with time-of-day factors on typical weekends. Table N displays the weekend shared parking calculations. As Table N shows, the peak parking demand is anticipated to occur in the early afternoon with 720 parked cars. This would leave a surplus of 69 parking spaces.

The empirical data showed that peak parking demand on a December weekday is 18 percent higher than on a typical weekday (569 compared to 482) and that peak parking demand on a December weekend is 12 percent higher than on a typical weekend (646 compared to 575). These calculations apply the 18 percent higher commercial parking demand to the two new tenants and reduced restaurant space to show the effect of these commercial uses during peak December parking conditions. For the December parking calculations, additional parking demand for the new restaurant patio is not added as these outdoor spaces are not fully utilized during December. Then, *Shared Parking* time-of-day factors are applied for weekdays and weekends. Table O displays the December weekday shared parking calculations. As Table O shows, the peak parking demand is anticipated to occur in the early afternoon with 663 parked cars. This would leave a surplus of 126 parking spaces. Table O displays the December weekend shared parking calculations. As Table P shows, the peak parking demand is anticipated to occur in the early afternoon with 788 parked cars. This would leave a surplus of 1 parking space.

COMPARING PARKING SUPPLY AND DEMAND

For typical weekdays, a peak parking demand for all existing and future uses within the Brea Plaza Shopping Center is anticipated to be 578 parking spaces. On typical weekends, the peak parking demand would be higher, at 720 parking spaces. For most of the year, peak parking demand with the proposed project would be much less than the parking supply of 789 parking spaces upon completion of the proposed project.

During peak parking demand conditions in December, weekday parking demand is anticipated to be 663 parking spaces. Peak December weekend parking demand is anticipated to be 788 parking spaces. These peak parking demand conditions are still less than the total 789-parking-space supply. It should be noted that peak December weekend parking demand only comes close to the parking supply for 2 hours of the day (1:00 p.m. and 2:00 p.m.). Other than these 2 hours of peak parking demand on weekends during peak December conditions, the gap between parking demand and parking supply is anticipated to be much greater.

Table M: Future Weekday Time-of-Day Parking Demand

						Brea	Plaza Sho	pping Cei	nter Shar	ed Parkin	g Deman	d							
Time of Day	Fa aka ua1	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00
Time-of-Day Factors ¹		AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
Residential	Guest		10%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%
	Resident	95%	80%	67%	55%	50%	45%	40%	40%	40%	40%	45%	50%	60%	70%	80%	85%	95%	97%
Shopping Center	Customer	1%	5%	15%	35%	60%	75%	100%	100%	95%	85%	85%	85%	90%	80%	65%	45%	15%	5%
	Employee	10%	15%	25%	45%	75%	95%	100%	100%	100%	100%	100%	100%	100%	100%	90%	60%	40%	20%
Fine/Casual	Customer					15%	40%	75%	75%	65%	40%	50%	75%	95%	100%	100%	100%	95%	75%
Dining	Employee		20%	50%	75%	90%	90%	90%	90%	90%	75%	75%	100%	100%	100%	100%	100%	100%	85%
Time-of-Day	Peak			•									•					•	
Parking Demand	Parking																		
	Required																		
Existing Retail/	-	-	-	-	-	288	367	469	482	424	373	360	355	406	387	326	189	84	-
Commercial																			
Apartment	181	172	145	121	100	91	81	72	72	72	72	81	91	109	127	145	154	172	176
Resident																			
Apartment	12	0	1	2	2	2	2	2	2	2	2	2	5	7	12	12	12	12	10
Guest																			
New Retail/	30	1	2	5	11	19	24	30	30	29	26	26	26	28	25	21	14	6	2
Commercial																			
New Casual	(16)	0	0	(1)	(2)	(4)	(8)	(12)	(12)	(11)	(7)	(9)	(13)	(15)	(16)	(16)	(16)	(15)	(12)
Restaurant																			
New Patio	7	0	0	1	1	2	3	5	5	5	3	4	6	7	7	7	7	7	5
Total Demand		-	-	-	-	397	468	565	578	519	469	463	469	541	542	495	359	265	-
Total Supply		789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789
Parking Surplus		-	-	-	-	392	321	224	211	270	320	326	320	248	247	294	430	524	-

¹ The time-of-day factors are referenced from the Urban Land Institute's *Shared Parking*, 3rd Edition (2020).

Table N: Future Weekend Time-of-Day Parking Demand

						Brea Plaz	a Shoppi	ing Cente	r Shared	Parking R	equirem	ents							
Time-of-Day	Factors ¹	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Residential	Guest		20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%
	Resident	100%	95%	88%	80%	75%	70%	68%	65%	65%	68%	71%	74%	77%	80%	83%	86%	89%	92%
Shopping Center	Customer	1%	5%	30%	50%	70%	90%	95%	100%	100%	95%	90%	80%	75%	70%	65%	50%	30%	10%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	95%	85%	80%	75%	65%	45%	15%
Fine/Casual	Customer					0%	15%	50%	55%	45%	45%	45%	60%	90%	95%	100%	90%	90%	90%
Dining	Employee		20%	30%	60%	75%	75%	75%	75%	75%	75%	75%	100%	100%	100%	100%	100%	100%	85%
Time-of-Day Parking Demand	Peak Parking Required																		
Existing Retail/ Commercial	1	-	-	-	-	333	443	500	575	506	477	461	460	477	434	372	272	138	-
Apartment Resident	181	181	172	159	145	136	127	123	118	118	123	129	134	139	145	150	156	161	167
Apartment Guest	12	0	2	2	2	2	2	2	2	2	2	2	5	7	12	12	12	12	10
Retail/ Commercial	30	1	2	10	17	22	27	29	30	30	29	28	25	23	22	20	16	10	3
Casual Restaurant	(16)	0	0	(1)	(1)	(2)	(4)	(9)	(9)	(8)	(8)	(8)	(11)	(15)	(15)	(16)	(15)	(15)	(14)
New Patio	7	0	0	0	1	1	2	4	4	3	3	3	5	6	7	7	6	6	6
Total Demand		-	-	-	-	492	597	649	720	651	626	615	618	637	605	545	447	312	-
Total Supply		789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789
Parking Surplus		-	-	-	-	297	192	140	69	138	163	174	171	152	184	244	342	477	-

¹ The time-of-day factors are referenced from the Urban Land Institute's *Shared Parking*, 3rd Edition (2020).

Table O: Future December Weekday Time-of-Day Parking Demand

						Brea	Plaza Sho	pping Ce	nter Shar	ed Parkin	g Deman	d							
Time-of-Day	Factors ¹	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Residential	Guest		10%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%
	Resident	95%	80%	67%	55%	50%	45%	40%	40%	40%	40%	45%	50%	60%	70%	80%	85%	95%	97%
Shopping	Customer	1%	5%	15%	35%	60%	75%	100%	100%	95%	85%	85%	85%	90%	80%	65%	45%	15%	5%
Center	Employee	10%	15%	25%	45%	75%	95%	100%	100%	100%	100%	100%	100%	100%	100%	90%	60%	40%	20%
Fine/Casual	Customer					15%	40%	75%	75%	65%	40%	50%	75%	95%	100%	100%	100%	95%	75%
Dining	Employee		20%	50%	75%	90%	90%	90%	90%	90%	75%	75%	100%	100%	100%	100%	100%	100%	85%
Time-of-Day	Peak						•												
Parking Demand	Parking																		
_	Required																		ŀ
Existing Retail/	-	-	-	-	-	261	363	504	569	518	461	406	420	482	470	399	233	139	-
Commercial																			
Apartment	181	172	145	121	100	91	81	72	72	72	72	81	91	109	127	145	154	172	176
Resident																			
Apartment	12	0	1	2	2	2	2	2	2	2	2	2	5	7	12	12	12	12	10
Guest																			
New Retail/	35	1	2	6	13	22	28	35	35	34	31	31	31	33	30	25	17	7	3
Commercial																			
New Casual	(19)	0	(1)	(1)	(2)	(5)	(9)	(15)	(15)	(13)	(9)	(10)	(15)	(18)	(19)	(19)	(19)	(18)	(14)
Restaurant																			
Total Demand		-	-	-	-	371	465	598	663	613	557	510	532	613	620	562	397	312	-
Total Supply		789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789
Parking Surplus		-	-	-	-	418	324	191	126	176	232	279	257	176	169	227	392	477	-

¹ The time-of-day factors are referenced from the Urban Land Institute's *Shared Parking*, 3rd Edition (2020).

Table P: Future December Weekend Time-of-Day Parking Demand

		•	•	•	•	Brea Pla	za Shopp	ing Cente	r Shared	Parking R	equireme	ents	•			•	•		· · · · · ·
Time-of-Day	Factors ¹	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Residential	Guest		20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	60%	100%	100%	100%	100%	80%
	Resident	100%	95%	88%	80%	75%	70%	68%	65%	65%	68%	71%	74%	77%	80%	83%	86%	89%	92%
Shopping Center	Customer	1%	5%	10%	35%	60%	85%	100%	100%	100%	100%	90%	80%	65%	60%	55%	50%	35%	15%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	95%	85%	80%	75%	65%	45%	15%
Fine/Casual	Customer					0%	15%	50%	55%	45%	45%	45%	60%	90%	95%	100%	90%	90%	90%
Dining	Employee		20%	30%	60%	75%	75%	75%	75%	75%	75%	75%	100%	100%	100%	100%	100%	100%	85%
Time-of-Day Parking Demand	Peak Parking Required																		
Existing Retail/ Commercial	-	-	-	-	-	401	461	557	624	646	577	533	552	543	530	454	272	162	-
Apartment Resident	181	181	172	159	145	136	127	123	118	118	123	129	134	139	145	150	156	161	167
Apartment Guest	12	0	2	2	2	2	2	2	2	2	2	2	5	7	12	12	12	12	10
Retail/ Commercial	34	1	2	10	17	22	27	29	30	30	27	28	25	23	22	20	16	10	3
Casual	(18)	0	0	(1)	(1)	(2)	(4)	(9)	(9)	(8)	(8)	(8)	(11)	(15)	(15)	(16)	(15)	(15)	(14)
Restaurant																			<u></u>
Total Demand		-	-	-	-	559	613	702	765	788	721	684	705	697	694	620	441	330	-
Total Supply		789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789	789
Parking Surplus		-	-	-	-	230	176	87	24	1	68	105	84	92	95	169	348	459	-

¹ The time-of-day factors are referenced from the Urban Land Institute's *Shared Parking*, 3rd Edition (2020).

PARKING DEMAND MANAGEMENT STRATEGIES

The sections above demonstrate that the proposed project's parking supply can satisfy the anticipated parking demand of existing and future land uses even though the parking supply is less than the BMC parking ratio. Limiting parking supply in this manner is consistent with regional planning efforts. For example, Connect SoCal, the 2020–2045 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) of the Southern California Association of Governments (SCAG), lists "identify ways to 'right size' parking requirements and promote alternative parking strategies" as a strategy for sustainable development.⁶

On-street parking is not permitted adjacent to the project site. Single-family residential streets with on-street parking are not convenient to the project site, which allows for the benefits of reduced parking supply without shifting the burden to residential streets.

Limiting parking has benefits to reducing vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions. Mitigation Measure MM-GHG-1 (e) of the RTP/SCS identifies limiting parking supply as a method to encourage alternative transportation modes. In the California Air Pollution Control Officers Association (CAPCOA) publication *Quantifying Greenhouse Gas Mitigation Measures* (CAPCOA manual), strategy PDT-1 identifies a potential VMT and GHG reduction of between 5 and 12.5 percent when reducing parking supply.⁷

The SCAG RTP/SCS mitigation goes further and names unbundling parking costs as a parking management strategy that is particularly effective at reducing travel demand. For an apartment development, unbundling parking would mean charging a base rent for an apartment and an additional à la carte cost per vehicle parking permit. The CAPCOA manual strategy PDT-2 identifies a potential additional VMT reduction of between 2.6 and 13 percent for unbundling parking costs. Allowing unbundled parking costs works to reduce VMT because it reduces parking demand. For example, "Allow for Parking Pricing/Unbundling/Cash-out Requirements" is Step 5 in Richard Wilson's book, *Parking Reform Made Easy*. Unbundling parking not only reduces VMT and GHG but also is fairer to apartment residents.

While the project is not proposing full unbundling of parking costs, the project's strategies to manage parking demand have a similar effect. *Parking Reform Made Easy* discusses the effects of reserved versus unreserved parking on parking circulation and the ability to internally share parking spaces. This source points out that a reserved space effectively represents parking demand even when vacant. With fewer assigned parking spaces, the opportunity is greater to internally share parking resources. *Parking Reform Made Easy* estimates that not reserving residential parking

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. Page 49. Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan 0.pdf?1606001176 (accessed March 8, 2021).

⁷ California Air Pollution Control Officers Association (CAPCOA). 2010. *Quantifying Greenhouse Gas Mitigation Measures.*

Wilson, Richard. 2013. Parking Reform Made Easy. Washington, D.C.: Island Press.

⁹ Ibid., page 105.

spaces can reduce the number of spaces needed by 10 to 20 percent. This strategy is supportive of the parking demand calculations presented above. No additional reduction in parking demand has been applied in this analysis because of this strategy.

The proposed project's strategy of reducing parking supply through maximizing the shared parking pool aligns with regional goals to support sustainable development and reduce VMT and GHG. Maximizing the shared parking pool includes not providing a sequestered parking area for the residential development. Keeping these spaces unreserved provides flexibility to the development and the residents to consider transportation alternatives. Among these alternatives are pedestrian connectivity within the shopping center. The shopping center is also connected by sidewalks and bicycle lanes to the bus network. In the recent past, the Orange County Transportation Authority (OCTA) operated a bus route along Associated Road. This route may be operated again in the future. Currently, the closest routes to the project site operate along Birch Street (Route 129), State College Boulevard (Route 57), and Kraemer Boulevard (Route 129).

PARKING MANGEMENT PLAN

As stated previously, based on parking survey data of similar residential developments, it is anticipated that 193 residential vehicles will be parked during the peak overnight period. These residential vehicles would be located in a shared parking arrangement throughout the shopping center parking lots. Figure 1 in Attachment A illustrates the locations of the various types of off-street parking spaces that will be shared among commercial and residential vehicles. Surveyed parking demand for the shopping center and ULI shared parking methodology indicate that sufficient parking supply will be provided to satisfy combined commercial and residential parking demand throughout the day.

Parking Control

No access control to the parking structure is currently being proposed. Given the shopping center's experience with few shopping center patrons desiring to park in the northwest portion of the lot, it is anticipated that the majority of the 95-space parking structure and adjacent surface parking spaces would still be occupied by resident vehicles. Additional resident vehicles would occupy available parking spaces throughout the shopping center.

Only residential vehicles would be permitted to park within the shopping center overnight. The leasing office will issue parking permits to registered resident vehicles that will be required to be displayed. Vehicles not displaying an overnight parking permit will be subject to removal to ensure that the shopping center parking spaces are not used for illegal vehicle storage.

Valet Parking

The proposed project includes a valet stand adjacent to Building K with space for three vehicles to stack outside of the drive aisle. The valet service would serve as a convenience for the patrons of the new restaurant within Building K and any shopping center patrons wanting to take advantage of the convenience. At this time, it is anticipated that valet attendants would park patron vehicles within available striped parking spaces throughout the shopping center. It is not anticipated that valet

_

¹⁰ Wilson, Richard. 2013. *Parking Reform Made Easy*. Washington, D.C.: Island Press.

vehicles would be stacked in a configuration blocking other parking spaces. Should a designated valet parking area with stacking be used during periods of higher-than-average parking demand, this would be located between Building L and Building M to ensure that stacked vehicles are not located within a fire lane.

Violation Management

The Brea Plaza Shopping Center uses a private on-site security service that would remain in place after completion of the proposed project. On-site security monitors the parking lot after the end of the operating day to prevent overnight parking by vehicles not associated with the shopping center. These duties would be similar upon completion of the proposed project; however, security staff would check parked vehicles for a residential overnight parking permit. Vehicles not displaying a residential parking permit would receive a warning placed on a vehicle or adhered to one of the vehicle's windows. Security staff will notate license plate numbers, and a list of violations will regularly be shared with residential management to check against vehicles registered to tenants. Vehicles repeatedly receiving warnings for violation of residential parking rules would be subject to towing at the vehicle owner's expense. Vehicles not displaying license plates and vehicles parked outside of striped parking spaces would be subject to immediate towing at the vehicle owner's expense.

Additional Documentation

It is anticipated that the City will require a stand-alone parking management plan as a condition of project approval. That parking management plan could be amended based on the operational experience of the project to ensure parking supply continues to meet total parking demand throughout the day. Any changes to access control or valet parking plans would be documented in this parking management plan.

CONCLUSION

This analysis considered the potential effects to parking demand and supply for the proposed project at the Brea Plaza Shopping Center. The proposed project would demolish a portion of the surface parking spaces in the northwest corner of the project site and construct residential dwelling units above two levels of a new parking structure. Simultaneously the shopping center is reducing the size of an existing restaurant pad building from 7,500 sf to 5,000 sf and adding a 1,010 sf outside patio. Of the 120 proposed residential units, 6 would be affordable housing and 114 would be traditional market-rate apartments.

With the proposed project, the BMC parking requirement would increase to 1,115 (873 commercial and 242 residential). With the State Density Bonus residential parking maximum, the parking requirement is 1,019 parking spaces. A total parking supply of 789 spaces would be provided upon completion of the proposed project. However, when considering the effects of shared parking, peak parking demand is anticipated to be 578 on a typical weekday, 720 on a typical weekend, 663 on a December weekday, and 788 on a December weekend. This peak parking demand could be accommodated within the on-site parking supply and only comes close to the parking supply for a brief period on weekends during peak December conditions. The State density bonus residential parking requirement was not used to determine this operational parking demand.

Parking demand management strategies of the proposed project include providing residential parking in unreserved parking spaces. This parking demand management strategy is included in the SCAG RTP/SCS and has the potential to reduce VMT and GHG emissions in addition to moderating parking demand. LSA appreciates the opportunity to provide its services. If you have any questions, please call me at (949) 553-0666.

Sincerely,

LSA Associates, Inc.

Arthur Black Principal Transportation Planner

Attachments: A: Figure 1, Site Plan

B: Brea Plaza Parking Demand Survey Data C: Residential Parking Demand Survey Data

ATTACHMENT A

FIGURE 1: SITE PLAN

	PARKING	TABLE	
Structure	d Parking		
	1st Floor	53	
	2nd Floor	42	95
Surface Pa	arking	671	671
Drive Thru	u Stacking		
	CFA	15	
	Panera	8	23
TOTAL PA	RKING		789

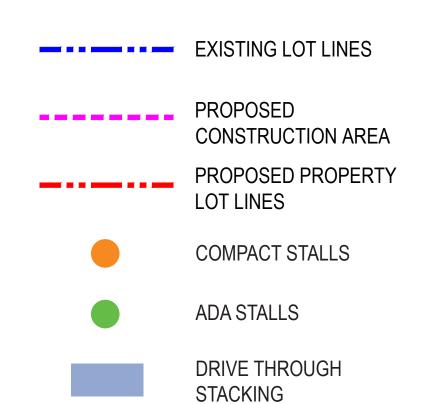
PROPOSED PARKING COUNTS

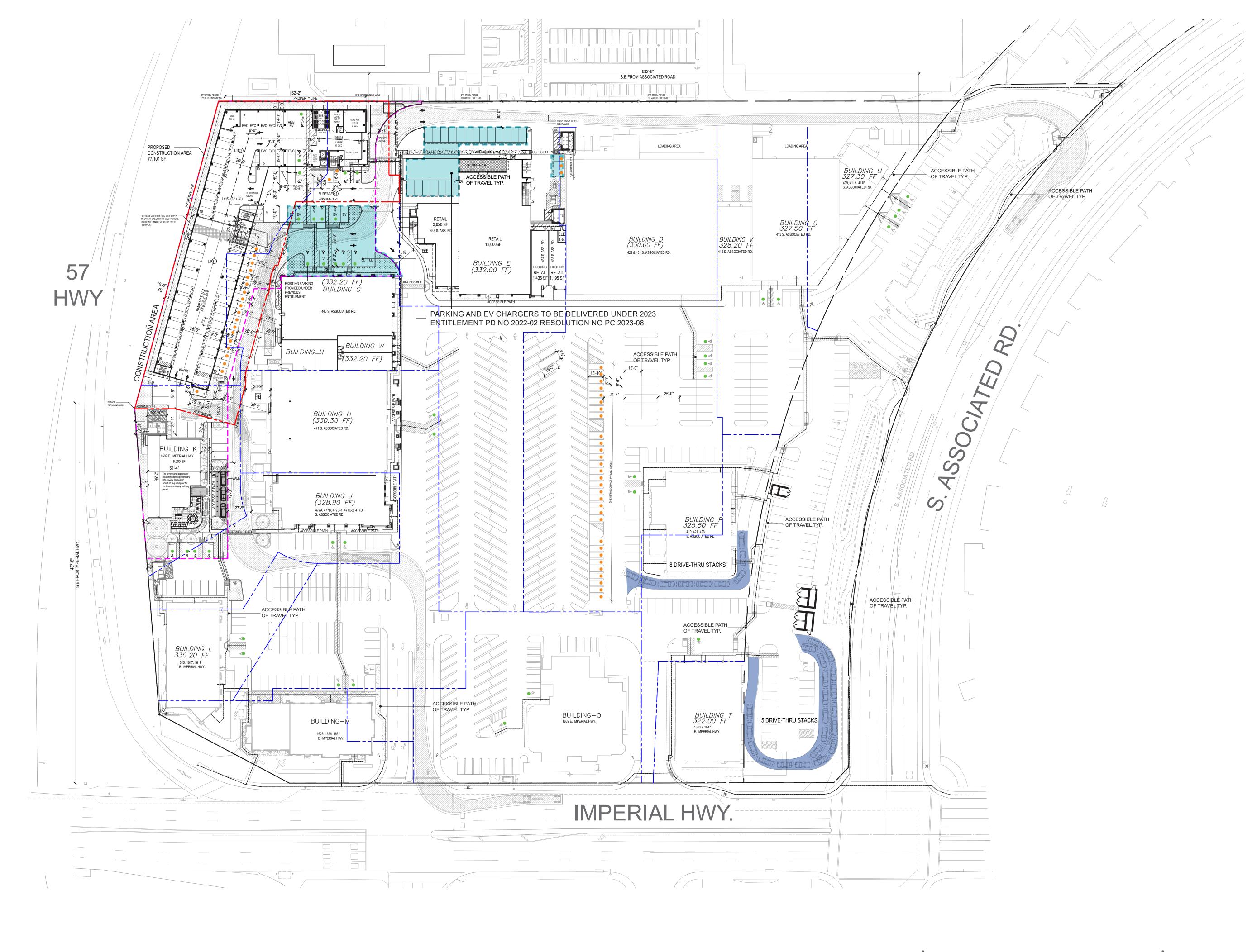
TOTAL	766
ADA	41
COMPACT	57
STANDARD	668

QUEUING	23
TOTAL	789

*Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system that complies with the City of Brea, Guideline for Emergency Radio Responder Coverage. Plans for the emergency radio communication enhancement system shall be submitted to the Brea Fire Department for review and approval prior to installation.

**All parking spaces would be comply with BCC 20.08.040.C.2.
Compact Stalls shall be 8'x16' min.

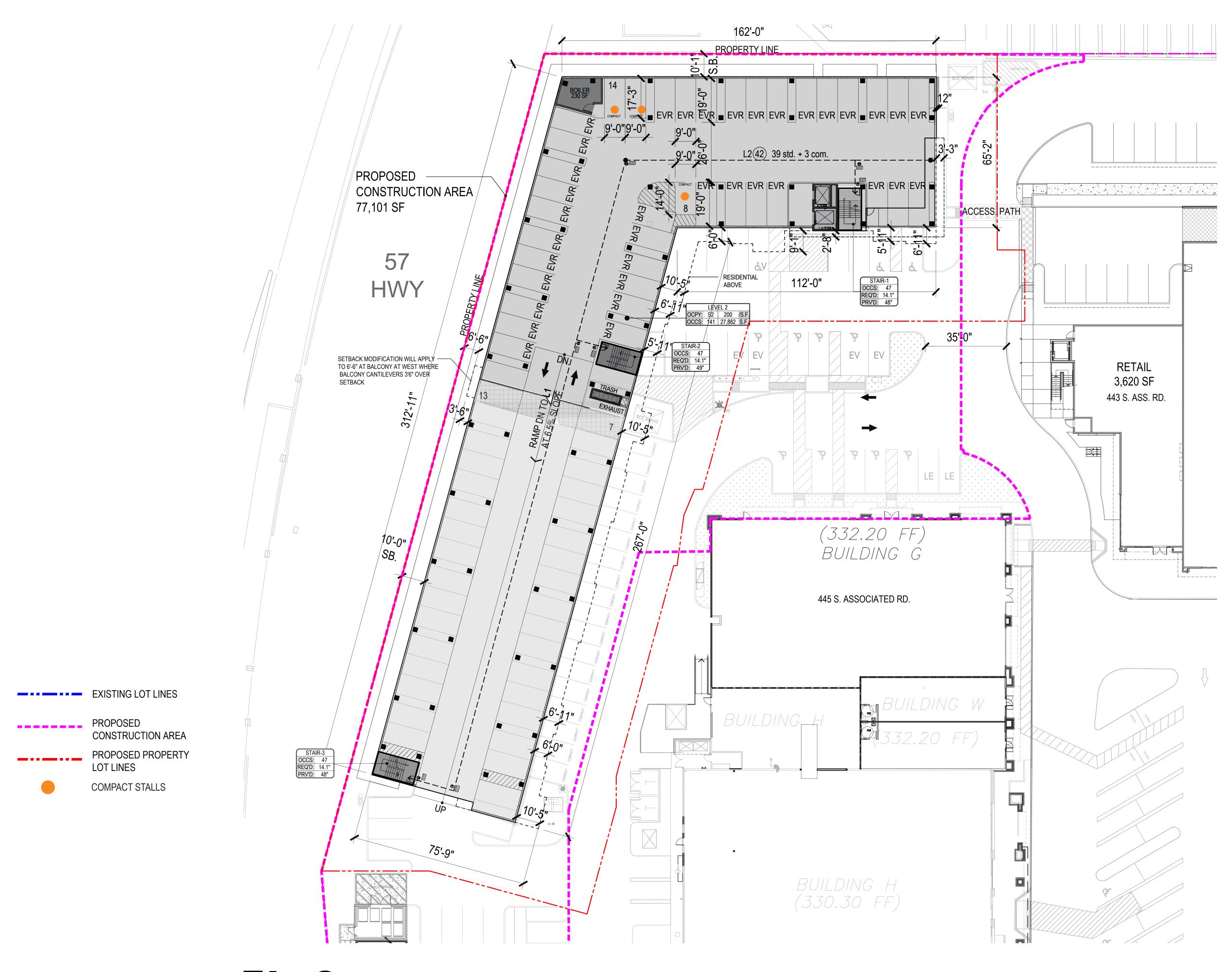














BREA PLAZA - MIXED USE APARTMENTS

BREA, CA 92821





ATTACHMENT B

BREA PLAZA PARKING DEMAND SURVEY DATA



Brea

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Thursday, August 18th, 2022

	th, 2022	Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	92	62	72	71	68	64	62	49	51	41	35	32	24	12
	Compact	23	0	8	9	11	11	9	8	8	9	10	11	9	4
Zone 1	Handicap	6	0	1	2	2	1	2	2	1	2	2	0	0	0
20110	Loading	2	0	1	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	123	62	82	82	81	76	73	59	60	52	47	43	33	16
											-				
	Total Occupancy	123	62	82	82	81	76	73	59	60	52	47	43	33	16
	Total Percent		50%	67%	67%	66%	62%	59%	48%	49%	42%	38%	35%	27%	13%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	71	23	45	72	70	65	55	47	56	67	68	57	34	9
	Handicap	7	0	0	0	0	2	2	3	1	2	0	2	0	0
	20 Min.	11	7	8	10	7	5	7	5	6	8	9	5	2	0
Zone 2	Fed Ex. Only	2	0	2	1	2	1	1	1	0	0	2	1	1	0
	Jared Only	2	0	1	0	1	0	0	0	1	1	1	1	0	0
	Take Out	6	0	2	1	0	0	0	1	1	1	2	4	1	1
	Subtotal	99	30	58	84	80	73	65	57	65	79	82	70	38	10
			-						-	-	-	-	-		
	Total Occupancy	99	30	58	84	80	73	65	57	65	79	82	70	38	10
	Total Percent		30%	59%	85%	81%	74%	66%	58%	66%	80%	83%	71%	38%	10%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	172	73	81	113	109	93	90	100	89	105	96	69	42	17
	Compact	30	12	16	21	19	18	12	13	14	12	16	13	7	0
	Handicap	2	2	1	0	2	2	0	1	1	0	0	0	1	Ö
Zone 3	20 Min.	8	7	6	8	8	8	8	8	5	8	7	8	6	2
	Pick Up	4	2	ĭ	2	ĭ	3	4	2	2	2	3	1	0	0
	Subtotal	216	96	105	144	139	124	114	124	111	127	122	91	56	19
	Total Occupancy	216	96	105	144	139	124	114	124	111	127	122	91	56	19
	Total Percent		44%	49%	67%	64%	57%	53%	57%	51%	59%	56%	42%	26%	9%
	Regular	Inventory 64	10:00 AM	11:00 AM 23	12:00 PM	1:00 PM 41	2:00 PM 30	3:00 PM 23	4:00 PM 21	5:00 PM 26	6:00 PM 38	7:00 PM 47	8:00 PM 44	9:00 PM 16	10:00 PM
	Regular Handicap														10:00 PM 7 0
Zone 4		64	18	23	32	41	30	23	21	26	38	47	44	16	7
Zone 4	Handicap	64 3	18 1	23 2	32 2	41 3	30 1	23 0	21 1	26 2	38 2	47 2	44 1	16 1	7 0
Zone 4	Handicap Take Out	64 3 4	18 1 0	23 2 0	32 2 0	41 3 0	30 1 0	23 0 0	21 1 0	26 2 1	38 2 0	47 2 0	44 1 2	16 1 0	7 0 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	64 3 4 2	18 1 0 2	23 2 0 2	32 2 0 2	41 3 0 2	30 1 0	23 0 0 2	21 1 0 1	26 2 1 2	38 2 0 2	47 2 0 2	44 1 2 2	16 1 0 2	7 0 0 2
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	64 3 4 2	18 1 0 2 21	23 2 0 2 27	32 2 0 2 36	41 3 0 2 46	30 1 0 1 32	23 0 0 2 2 25	21 1 0 1 23	26 2 1 2 31	38 2 0 2 42	47 2 0 2 51	44 1 2 2 49	16 1 0 2 19	7 0 0 2 9
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	64 3 4 2 73	18 1 0 2 21	23 2 0 2 2 27	32 2 0 2 36	41 3 0 2 46	30 1 0 1 32	23 0 0 2 2 25	21 1 0 1 23	26 2 1 2 31	38 2 0 2 42	47 2 0 2 51	44 1 2 2 2 49	16 1 0 2 19	7 0 0 2 9
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	64 3 4 2 73	18 1 0 2 21	23 2 0 2 27	32 2 0 2 36	41 3 0 2 46	30 1 0 1 32	23 0 0 2 2 25	21 1 0 1 23	26 2 1 2 31	38 2 0 2 42	47 2 0 2 51	44 1 2 2 49	16 1 0 2 19	7 0 0 2 9
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	64 3 4 2 73	18 1 0 2 2 21 21 21 29%	23 2 0 2 27 27 37%	32 2 0 2 36 36 49%	41 3 0 2 46 46 63%	30 1 0 1 32 32 44%	23 0 0 2 2 25 25 34%	21 1 0 1 23 23 32%	26 2 1 2 31 31 42%	38 2 0 2 42 42 58%	47 2 0 2 51 51 70%	44 1 2 2 49 49 67%	16 1 0 2 19	7 0 0 2 9
Zone 4	Handicap Take Out Chick-Fil-A Deliver) Subtotal Total Occupancy Total Percent	64 3 4 2 73 73	18 1 0 2 21 21 29%	23 2 0 2 27 27 37%	32 2 0 2 36 36 49%	41 3 0 2 46 46 63%	30 1 0 1 32 32 44%	23 0 0 2 25 25 34%	21 1 0 1 1 23 23 32%	26 2 1 2 31 31 42%	38 2 0 2 42 42 58%	47 2 0 2 51 51 70%	44 1 2 2 2 49 49 67%	16 1 0 2 19 19 26%	7 0 0 2 9 12%
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	64 3 4 2 73 73	18 1 0 2 21 21 29%	23 2 0 2 27 27 37%	32 2 0 2 36 36 49%	41 3 0 2 46 46 63%	30 1 0 1 32 32 44%	23 0 0 2 25 25 34% 3:00 PM	21 1 0 1 1 23 23 32% 4:00 PM	26 2 1 2 31 31 42%	38 2 0 2 42 42 58%	47 2 0 2 51 51 70%	44 1 2 2 2 49 49 67%	16 1 0 2 19 19 26%	7 0 0 2 9 12%
	Handicap Take Out Chick-File-Nelivery Subtotal Total Occupancy Total Percent Regular Handicap	64 3 4 2 73 73	18 1 0 2 2 21 21 29%	23 2 0 2 27 27 37%	32 2 0 2 36 36 49%	41 3 0 2 46 46 63%	30 1 0 0 1 1 32 32 44%	23 0 0 2 25 25 34% 3:00 PM 73	21 1 0 0 1 1 23 23 32% 4:00 PM 76 0	26 2 1 1 2 31 31 42%	38 2 0 2 42 42 58% 6:00 PM 83 2	47 2 0 2 51 51 70% 7:00 PM 65 0	44 1 2 2 49 67% 8:00 PM 63 1	16 1 0 2 19 19 26%	7 0 0 2 9 12%
Zone 4 Zone 5	Handicap Take Out Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	64 3 4 2 73 73 Inventory 135 9	18 1 0 2 21 21 29% 10:00 AM 63 2 0	23 2 0 2 27 27 37% 11:00 AM 69 1	32 2 0 2 36 36 49%	411 3 0 2 46 46 63% 1:00 PM 103 2 2	30 1 0 1 32 32 44% 2:00 PM 87 5	23 0 0 2 25 25 34% 3:00 PM 73 1	21 1 0 1 1 23 23 32% 4:00 PM	26 2 1 2 31 31 42% 5:00 PM 68 1	38 2 0 2 42 42 58% 6:00 PM 83 2	47 2 0 2 51 51 70% 7:00 PM 65 0	44 1 2 2 2 49 49 67%	16 1 0 2 19 26% 9:00 PM 40 0 1	7 0 0 2 9 12%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	64 3 4 2 73 73 Inventory 135 9 4 5	18 1 0 0 2 2 21 21 21 29% 10:00 AM 63 2 0 0	23 2 0 2 27 27 37% 11:00 AM 69 1 1	32 2 0 0 2 36 36 49% 12:00 PM 98 3 2	41 3 0 2 46 46 63% 1:00 PM 103 2 2	30 1 0 1 32 32 44% 2:00 PM 87 5 3	23 0 0 2 2 25 34% 3:00 PM 73 1 1	21 1 0 0 1 1 23 23 32% 4:00 PM 76 0 1 1	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 1	38 2 0 2 42 42 58% 6:00 PM 83 2 1	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2	44 1 2 2 2 49 49 67% 8:00 PM 63 1 1 2 1	16 1 0 2 19 19 26% 9:00 PM 40 0 1	7 0 0 2 9 12% 10:00 PM 29 0 0
	Handicap Take Out Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	64 3 4 2 73 73 Inventory 135 9	18 1 0 2 21 21 29% 10:00 AM 63 2 0	23 2 0 2 27 27 37% 11:00 AM 69 1	32 2 0 2 36 36 49%	411 3 0 2 46 46 63% 1:00 PM 103 2 2	30 1 0 1 32 32 44% 2:00 PM 87 5	23 0 0 2 25 25 34% 3:00 PM 73 1	21 1 0 0 1 1 23 23 32% 4:00 PM 76 0	26 2 1 2 31 31 42% 5:00 PM 68 1	38 2 0 2 42 42 58% 6:00 PM 83 2	47 2 0 2 51 51 70% 7:00 PM 65 0	44 1 2 2 49 67% 8:00 PM 63 1	16 1 0 2 19 26% 9:00 PM 40 0 1	7 0 0 2 9 12%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	64 3 4 2 73 73 Inventory 135 9 4 5 153	18 1 0 2 21 21 21 29% 10:00 AM 63 2 0 1	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1	41 3 0 2 46 63% 1:00 PM 103 2 2 1 108	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68	44 1 2 2 2 49 67%	16 1 0 2 19 19 26% 9:00 PM 40 0 1	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29
	Handicap Take Out Take Out Chick-Fila- Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	64 3 4 2 73 73 Inventory 135 9 4 5	18 1 0 0 2 21 21 21 29% 10:00 AM 63 2 0 1 66 66	23 2 0 0 2 27 27 37% 11:00 AM 69 1 1 1 2 73	32 2 0 0 2 36 36 49% 12:00 PM 98 3 2 1 104	41 3 0 2 46 46 63% 1:00 PM 103 2 2 1 108	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1 1 96	23 0 0 2 2 25 34% 3:00 PM 1 1 0 75	21 1 0 0 1 1 23 23 32% 4:00 PM 76 0 1 1 1 78	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 1 0 70	38 2 0 0 2 42 42 58% 6:00 PM 83 2 1 1 1 87	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68	44 1 2 2 49 67% 8:00 PM 63 1 1 2 1 67	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	64 3 4 2 73 73 Inventory 135 9 4 5 153	18 1 0 2 21 21 21 29% 10:00 AM 63 2 0 1	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1	41 3 0 2 46 63% 1:00 PM 103 2 2 1 108	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68	44 1 2 2 2 49 67%	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41	7 0 0 2 9 12% 9 12% 10:00 PM 29 0 0
	Handicap Take Out Take Out Chick-Fila- Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	64 3 4 2 73 73 Inventory 135 9 4 5 153	18 1 0 2 21 21 29% 10:00 AM 63 2 0 0 1 66 66	23 2 0 2 2 27 37% 11:00 AM 69 1 1 2 7 3 48%	32 2 0 2 36 49% 12:00 PM 98 3 2 1 104 68%	41 3 0 2 46 63% 1:00 PM 103 2 2 1 108 108	30 1 0 1 32 32 44% 2:00 PM 87 5 3 3 1 1 96	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 32% 4:00 PM 76 0 1 1 1 78 78	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 1 87	47 2 0 2 51 51 70% 7:00 PM 65 0 1 1 2 68 68	44 1 2 2 49 67% 8:00 PM 63 1 1 2 2 1 1 67	16 1 0 2 19 26% 9:00 PM 40 0 1 1 0 41 41 41	7 0 0 0 9 9 12% 10:00 PM 29 0 0 0 0 29 19%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	64 3 4 2 73 73 Inventory 135 9 4 5 153	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 66 66 43%	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 104 104 12:00 PM	41 3 0 2 46 46 63% 1:00 PM 103 2 2 1 108 108	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 51%	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70 70	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87 57%	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44%	44 1 2 2 49 49 67% 8:00 PM 63 1 1 2 1 67 44%	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 29 29 19%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	64 3 4 2 73 73 Inventory 135 9 4 5 153 Inventory 38	18 1 0 2 21 21 21 29% 10:00 AM 63 2 0 1 66 66 43%	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 0 2 36 36 49% 12:00 PM 98 3 2 1 104 68%	41 3 0 2 46 46 63% 1:00 PM 103 2 1 108 108 1108	30 1 0 1 32 32 44% 2:00 PM 5 3 1 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 78 51%	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0 70 70 46%	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87 87 57%	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44%	44 1 2 2 49 49 67% 8:00 PM 63 1 1 2 1 67 44%	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41 27%	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19%
	Handicap Take Out Take Out Chick-File-Nelivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	64 3 4 2 73 73 Inventory 135 9 4 5 153 Inventory 38	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 1 66 68 43%	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 1 104 68%	41 3 0 2 46 46 63% 1:00 PM 103 2 2 1 108 108 71%	30 1 0 1 32 32 44% 2:00 PM 87 5 5 3 1 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 51%	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70 70	38 2 0 2 42 42 58% 6:00 PM 83 1 1 1 87 87 6:00 PM	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 44% 7:00 PM 14 0	44 1 2 2 49 67% 8:00 PM 63 1 1 2 1 67 67 44%	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41 27%	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	100 100	18 1 0 2 21 21 21 29% 10:00 AM 63 2 0 1 66 43%	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 104 68%	411 3 0 2 46 46 63% 1:00 PM 103 2 2 1 1 108 71%	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 1 23 23 32% 4:00 PM 76 0 1 1 1 78 51% 4:00 PM 13 0 1	26 2 1 1 2 31 31 42% 5:00 PM 68 1 0 70 70 46%	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 1 87 57% 6:00 PM 16 0 1	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44%	44 1 2 2 49 49 67% 8:00 PM 63 1 1 2 1 67 67 44%	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 27% 9:00 PM 1 0 0 1 1 0 0 0 1 0 0 0 0 0 0 0 0 0 0	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19%
	Handicap Take Out Chick-Fila- Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	64 3 4 2 73	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 1 66 66 43%	23 2 0 2 2 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 68%	411 3 0 2 46 46 63% 1:00 PM 103 2 2 1 1 108 108 71% 1:00 PM 107 10 PM	30 1 0 1 32 32 44% 2:00 PM 87 5 5 3 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 78 51% 4:00 PM 4:00 PM 1 1 0 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0 70 70 46%	38 2 0 0 2 442 42 42 58% 6:00 PM 83 2 1 1 1 87 57% 6:00 PM 6:0	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44% 7:00 PM 11 0 1	44 1 2 2 49 67% 8:00 PM 63 1 1 2 2 49 677 67 44% 8:00 PM 67 44%	16 1 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41 27% 9:00 PM 41 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19% 10:00 PM 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked	153	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 66 43% 10:00 AM 8 0 0 0 5	23 2 0 2 27 27 37% 11:00 AM 69 1 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 104 104 12:00 PM 110 10 110 10 110 110 110 110 110 110	41 3 0 2 46 63% 1:00 PM 103 2 1 108 108 1:00 PM 17 17 1 1 0 PM 17 1 0 PM 17 1 0 PM 18 0 PM 19 0 PM 10 0 PM	30 1 0 1 32 32 44% 2:00 PM 87 5 5 3 1 1 96 63%	23 0 0 2 25 34% 3:00 PM 73 1 1 0 75 49% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 51% 4:00 PM 13 0 0 1 1 0 5	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70 46% 5:00 PM 13 0 11 0 44 4	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87 57% 6:00 PM 16 0 0 1 1 0 2	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44% 7:00 PM 14 0 0 1 1 0 2	44 1 2 2 49 67% 8:00 PM 63 1 2 1 67 44% 8:00 PM 63 1 0 0 0 0 0 0 0 0 0 0 0 0 0	16 1 0 2 19 19 26% 9:00 PM 40 0 1 41 27% 9:00 PM 1 0 0 1 1 0 1 1 0 1 1 0 1 1 1 0 1	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19% 10:00 PM 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fila- Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	64 3 4 2 73	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 1 66 66 43%	23 2 0 2 2 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 68%	411 3 0 2 46 46 63% 1:00 PM 103 2 2 1 1 108 108 71% 1:00 PM 107 10 PM	30 1 0 1 32 32 44% 2:00 PM 87 5 5 3 1 96 63%	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49%	21 1 0 1 23 23 32% 4:00 PM 76 0 1 1 78 78 51% 4:00 PM 4:00 PM 1 1 0 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0 70 70 46%	38 2 0 0 2 442 42 42 58% 6:00 PM 83 2 1 1 1 87 57% 6:00 PM 6:0	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 68 44% 7:00 PM 11 0 1	44 1 2 2 49 67% 8:00 PM 63 1 1 2 2 49 677 67 44% 8:00 PM 67 44%	16 1 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41 27% 9:00 PM 41 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	64 3 4 2 73	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 16 66 43% 10:00 AM 8 0 0 0 0 5 13	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 49% 12:00 PM 98 3 2 1 1 104 104 109 100 PM 11 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	411 3 0 2 446 46 63% 46 63% 1:00 PM 103 2 1 1 108 71% 1:00 PM 17 1 2 0 8 8	30 1 0 1 32 44% 2:00 PM 87 5 5 3 1 1 96 63% 2:00 PM 13 0 13 13 0 14 15 15 15 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49% 3:00 PM 13 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	21 1 0 1 1 23 23 32% 4:00 PM 76 0 1 1 1 78 51% 4:00 PM 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70 46% 5:00 PM 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 1 1 87 57% 6:00 PM 16 0 1 1 1 0 2	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 44% 7:00 PM 14 0 1 1 0 2 17	44 1 2 2 49 67% 8:00 PM 63 1 1 2 1 67 44% 8:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0	16 1 1 0 2 19 19 26% 9:00 PM 40 0 11 27% 41 27% 9:00 PM 1 0 0 1 1 2	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19% 10:00 PM 0 0 0 11 1
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	153	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 66 43% 10:00 AM 8 0 0 13 13	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 36 49% 12:00 PM 98 3 2 1 104 104 68% 110 0 7 7	41 3 0 2 46 63% 1:00 PM 103 2 1 108 108 71% 1:00 PM 17 17 17 2 0 18 8 28	30 1 0 1 32 32 44% 2:00 PM 87 5 3 1 1 96 63% 2:00 PM 13 0 0 1 0 0 1 0 1 0 1 0 1 0 1 0 1 0 0 1 0	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49% 3:00 PM 13 0 0 0 0 8 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 2 2 3 4 3 4 4 4 5 4 5 4 5 4 5 6 6 6 7 8 7 8 8 8 8 8 8 8 8 8 8 8 8 8	21 1 0 1 1 23 32% 4:00 PM 76 0 1 1 78 51% 4:00 PM 13 0 1 13 0 1 1 19	26 2 1 1 2 31 31 42% 5:00 PM 68 1 1 0 70 46% 5:00 PM 13 0 48 18	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 87 57% 6:00 PM 16 0 1 1 0 2 19	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 44% 7:00 PM 14 0 1 1 0 2 17	44 1 2 2 49 49 67% 8:00 PM 63 1 1 2 1 67 44% 8:00 PM 0 0 0 0 2 6	16 1 0 2 19 19 26% 9:00 PM 40 0 1 1 0 41 27% 9:00 PM 1 0 0 1 1 27%	7 0 0 2 9 12% 10:00 PM 29 0 0 0 29 19% 10:00 PM 0 0 11:00 PM 11:00 PM 11:1
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	64 3 4 2 73	18 1 0 2 21 21 29% 10:00 AM 63 2 0 1 16 66 43% 10:00 AM 8 0 0 0 0 5 13	23 2 0 2 27 27 37% 11:00 AM 69 1 1 2 73 48%	32 2 0 2 36 49% 12:00 PM 98 3 2 1 1 104 104 109 100 PM 11 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	411 3 0 2 446 46 63% 46 63% 1:00 PM 103 2 1 1 108 71% 1:00 PM 17 1 2 0 8 8	30 1 0 1 32 44% 2:00 PM 87 5 5 3 1 1 96 63% 2:00 PM 13 0 13 13 0 14 15 15 15 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16	23 0 0 2 25 25 34% 3:00 PM 73 1 1 0 75 49% 3:00 PM 13 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	21 1 0 1 1 23 23 32% 4:00 PM 76 0 1 1 1 78 51% 4:00 PM 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	26 2 1 2 31 31 42% 5:00 PM 68 1 1 0 70 46% 5:00 PM 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	38 2 0 2 42 42 58% 6:00 PM 83 2 1 1 1 1 87 57% 6:00 PM 16 0 1 1 1 0 2	47 2 0 2 51 51 70% 7:00 PM 65 0 1 2 68 44% 7:00 PM 14 0 1 1 0 2 17	44 1 2 2 49 67% 8:00 PM 63 1 1 2 1 67 44% 8:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0	16 1 1 0 2 19 19 26% 9:00 PM 40 0 11 27% 41 27% 9:00 PM 1 0 0 1 1 2	7 0 0 2 9 9 12% 10:00 Ph 29 19% 10:00 Ph 0 0 0 0

Brea

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Saturday, August 20th, 2022

day, August 20t	,	Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00
	Regular	92	70	70	79	80	79	66	51	58	54	43	44	30	19
	Compact	23	8	9	10	11	13	13	13	17	18	17	13	11	6
Zone 1	Handicap	6	2	6	5	1	1	2	2	1	0	0	0	0	0
Zone i	Loading	2	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	123	80	85	94	92	93	81	66	76	72	60	57	41	25
	Subtotal	123	80	65	34	92	33	01	00	76	12	60	57	41	
	Total Occupancy	123	80	85	94	92	93	81	66	76	72	60	57	41	2
	Total Percent	123	65%	69%	76%	75%	76%	66%	54%	62%	59%	49%	46%	33%	2
	Total T Crocht		65%	03%	76%	15%	76%	00%	34%	62%	35%	45 %	40%	33%	
			40.00 484	44:00 AM	40:00 DM	1:00 DM	0.00 DM	2:00 PM	4:00 DM	5:00 DM	C:00 DM	7:00 DM	0.00 014	0.00 DM	1 40.0
	Decides	Inventory	10:00 AM	11:00 AM 47	12:00 PM	1:00 PM 67	2:00 PM	3:00 PM 48	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:0
	Regular	71	36		58		60		57	54	64	58	62	45	
	Handicap	7	1	2	1 7	4	3	2	2	3	1	2	3	1	
_	20 Min.	11	5	7	7	10	4	7	7	8	9	7	9	6	
Zone 2	Fed Ex. Only	2	1	1	1	0	0	2	1	0	0	0	1	1	
	Jared Only	2	0	1	1	1	0	1	1	1	0	0	1	0	
	Take Out	6	0	1	1	1	2	0	4	1	2	2	3	2	
	Subtotal	99	43	59	69	83	69	60	72	67	76	69	79	55	
	Total Occupancy	99	43	59	69	83	69	60	72	67	76	69	79	55	
	Total Percent	33	43%	60%	70%	84%	70%	61%	73%	68%	77%	70%	80%	56%	1
									/-						
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:0
	Regular	172	87	120	128	148	131	122	139	124	141	123	101	72	10.
	Compact	30	12	14	19	22	22	22	18	19	16	19	9	6	
	Handicap		0	14				2	0	0	1				
Zone 3		2			1	2	2					1	0	0	
	20 Min.	8	5	6	8	8	8	8	8	7	8	8	7	7	
	Pick Up	4	2	3	4	3	2	4	4	2	1	4	3	0	
				144	160	183	165	158	169	152	167	155	120	85	
	Subtotal	216	106												
	•					400	405	450	400	450	407	455	100	05	
	Total Occupancy	216 216	106	144	160	183	165	158	169	152	167	155	120	85	
	•					183 85%	165 76%	158 73%	169 78%	152 70%	167 77%	155 72%	120 56%	85 39%	2
	Total Occupancy		106	144	160										
	Total Occupancy Total Percent	216 Inventory	106 49% 10:00 AM	144 67% 11:00 AM	160 74% 12:00 PM	85% 1:00 PM	76% 2:00 PM	73% 3:00 PM	78% 4:00 PM	70% 5:00 PM	77% 6:00 PM	72% 7:00 PM	56% 8:00 PM	39% 9:00 PM	10:
	Total Occupancy Total Percent Regular	216 Inventory 64	106 49% 10:00 AM	144 67% 11:00 AM 23	160 74% 12:00 PM 40	1:00 PM 58	76% 2:00 PM 48	73% 3:00 PM 48	78% 4:00 PM 51	70% 5:00 PM	77% 6:00 PM 52	72% 7:00 PM 47	56%	39% 9:00 PM 37	10:0
	Total Occupancy Total Percent Regular Handicap	216 Inventory 64 3	106 49% 10:00 AM 14 0	144 67% 11:00 AM 23 0	160 74% 12:00 PM 40	1:00 PM 58 2	76% 2:00 PM 48 2	73% 3:00 PM 48 1	78% 4:00 PM 51 1	70% 5:00 PM 53 3	77% 6:00 PM 52 2	72% 7:00 PM 47 2	56% 8:00 PM	9:00 PM 37 2	10:0
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out	216 Inventory 64	106 49% 10:00 AM	144 67% 11:00 AM 23 0	160 74% 12:00 PM 40	1:00 PM 58	76% 2:00 PM 48 2 0	73% 3:00 PM 48	78% 4:00 PM 51	70% 5:00 PM	77% 6:00 PM 52	72% 7:00 PM 47	56% 8:00 PM	39% 9:00 PM 37	10:0
Zone 4	Total Occupancy Total Percent Regular Handicap	216 Inventory 64 3	106 49% 10:00 AM 14 0	144 67% 11:00 AM 23 0	160 74% 12:00 PM 40	1:00 PM 58 2	76% 2:00 PM 48 2	73% 3:00 PM 48 1	78% 4:00 PM 51 1	70% 5:00 PM 53 3	77% 6:00 PM 52 2	72% 7:00 PM 47 2	8:00 PM 49 1	9:00 PM 37 2	10:
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out	216 Inventory 64 3 4	106 49% 10:00 AM 14 0	144 67% 11:00 AM 23 0	160 74% 12:00 PM 40 1	1:00 PM 58 2	76% 2:00 PM 48 2 0	73% 3:00 PM 48 1	78% 4:00 PM 51 1	70% 5:00 PM 53 3	77% 6:00 PM 52 2 4	72% 7:00 PM 47 2 1	8:00 PM 49 1	9:00 PM 37 2	10:
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal	216	106 49% 10:00 AM 14 0 0 2 16	144 67% 11:00 AM 23 0 0 2 25	160 74% 12:00 PM 40 1 0 1 42	85% 1:00 PM 58 2 0 2 62	76% 2:00 PM 48 2 0 2 52	73% 3:00 PM 48 1 1 1 51	78% 4:00 PM 51 1 1 2 55	70% 5:00 PM 53 3 1 2 59	77% 6:00 PM 52 2 4 2 60	72% 7:00 PM 47 2 1 2 52	56% 8:00 PM 49 1 1 2 53	39% 9:00 PM 37 2 1 2 42	10:0
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Ri-A Delivery Subtotal Total Occupancy	216 Inventory 64 3 4 2	106 49% 10:00 AM 14 0 0 2 16	144 67% 11:00 AM 23 0 0 2 25	160 74% 12:00 PM 40 1 0 1 42	85% 1:00 PM 58 2 0 2 62	76% 2:00 PM 48 2 0 2 52	73% 3:00 PM 48 1 1 51	78% 4:00 PM 51 1 2 55	70% 5:00 PM 53 3 1 2 59	77% 6:00 PM 52 2 4 2 60	7:00 PM 47 2 1 1 2 52 52	56% 8:00 PM 49 1 1 2 53	39% 9:00 PM 37 2 1 2 42	10:0
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal	216	106 49% 10:00 AM 14 0 0 2 16	144 67% 11:00 AM 23 0 0 2 25	160 74% 12:00 PM 40 1 0 1 42	85% 1:00 PM 58 2 0 2 62	76% 2:00 PM 48 2 0 2 52	73% 3:00 PM 48 1 1 1 51	78% 4:00 PM 51 1 1 2 55	70% 5:00 PM 53 3 1 2 59	77% 6:00 PM 52 2 4 2 60	72% 7:00 PM 47 2 1 2 52	56% 8:00 PM 49 1 1 2 53	39% 9:00 PM 37 2 1 2 42	10:4
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Ri-A Delivery Subtotal Total Occupancy	216	106 49% 10:00 AM 14 0 0 2 16	144 67% 11:00 AM 23 0 0 2 2 25 25 25	160 74% 12:00 PM 40 1 1 0 1 42 42 42 58%	85% 1:00 PM 58 2 0 2 62 62 85%	76% 2:00 PM 48 2 0 2 52 71%	73% 3:00 PM 48 1 1 51 51 70%	78% 4:00 PM 51 1 2 55 55 75%	70% 5:00 PM 5:3 3 1 2 59 59	77% 6:00 PM 52 2 4 2 60 60 82%	7:00 PM 7:00 PM 47 2 1 2 52 52 71%	56% 8:00 PM 49 1 1 2 53 53 73%	39% 9:00 PM 37 2 1 2 42 42 58%	10:
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	216	106 49% 10:00 AM 14 0 0 2 16 16 22%	144 67% 11:00 AM 23 0 0 2 25 25 25 34%	160 74% 12:00 PM 40 1 0 1 42 42 42 58%	85% 1:00 PM 58 2 0 2 62 62 85%	76% 2:00 PM 48 2 0 2 52 52 71% 2:00 PM	73% 3:00 PM 48 1 1 51 51 70%	78% 4:00 PM 51 1 1 2 55 55 75% 4:00 PM	5:00 PM 5:3 3 1 2 59 81% 5:00 PM	6:00 PM 52 2 4 2 60 60 82%	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM	39% 9:00 PM 37 2 1 2 42 58%	10:1
Zone 4	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	216	106 49% 10:00 AM 14 0 0 2 16 16 22%	11:00 AM 23 0 0 2 25 25 34%	160 74% 12:00 PM 40 1 0 1 42 42 42 58%	1:00 PM 58 2 0 2 62 62 85%	76% 2:00 PM 48 2 0 2 52 52 71%	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83	5:00 PM 5:30 3 1 1 2 59 59 81%	6:00 PM 52 2 4 2 60 80 82% 6:00 PM 86	72% 7:00 PM 47 2 1 2 52 52 71% 7:00 PM 87	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55	39% 9:00 PM 37 2 1 2 42 58% 9:00 PM 41	10:0
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap	216	106 49% 10:00 AM 14 0 0 16 16 22%	144 67% 11:00 AM 23 0 0 2 25 25 25 34%	160 74% 12:00 PM 40 1 1 0 1 1 42 58%	1:00 PM 1:00 PM 58 2 0 2 62 62 85% 1:00 PM 116 6	76% 2:00 PM 48 2 0 2 52 52 71% 2:00 PM 95 2	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3	78% 4:00 PM 51 1 2 55 75% 4:00 PM 83 0	70% 5:00 PM 5:3 3 1 2 59 59 81% 5:00 PM 85 2	77% 6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4	72% 7:00 PM 47 2 1 2 52 7:00 PM 7:00 PM 87	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 1	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0	10:1
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap Andicap Zo Min.	216	106 49% 10:00 AM 14 0 0 2 16 16 22%	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0	160 74% 12:00 PM 40 1 0 1 42 42 42 58%	1:00 PM 58 2 0 2 62 62 85%	76% 2:00 PM 48 2 0 2 52 52 71% 2:00 PM 95 2 1	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2	78% 4:00 PM 51 1 1 2 55 55 75% 4:00 PM 83 0	5:00 PM 5:30 3 1 1 2 59 59 81%	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 1 0	39% 9:00 PM 37 2 1 2 42 58% 9:00 PM 41 0	10:
Zone 4 Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fill-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	216	106 49% 10:00 AM 14 0 0 16 16 22%	144 67% 11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0	160 74% 12:00 PM 40 1 1 0 1 42 42 58%	1:00 PM 1:00 PM 58 2 0 2 62 85% 1:00 PM 110 6 4	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 2:00 PM 44 44	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2	78% 4:00 PM 51 1 1 2 55 78% 4:00 PM 4:00 PM 0 0 0	70% 5:00 PM 5:3 3 1 2 59 81% 5:00 PM 85 2 1 1 1	77% 6:00 PM 52 2 4 2 60 60 82% 6:00 PM 6:00 PM 86 4 0 2	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2 0	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 8:00 PM 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2	10:
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap Andicap Zo Min.	216	106 49% 10:00 AM 14 0 0 2 16 16 22%	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0	160 74% 12:00 PM 40 1 1 0 1 1 42 58%	1:00 PM 1:00 PM 58 2 0 2 62 62 85% 1:00 PM 116 6	76% 2:00 PM 48 2 0 2 52 52 71% 2:00 PM 95 2 1	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2	78% 4:00 PM 51 1 1 2 55 55 75% 4:00 PM 83 0	70% 5:00 PM 5:3 3 1 2 59 59 81% 5:00 PM 85 2	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 1 0	39% 9:00 PM 37 2 1 2 42 58% 9:00 PM 41 0	10:
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Deliver) Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	216	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0 0 0 93	160 74% 12:00 PM 40 1 1 0 1 42 42 58%	1:00 PM 1:00 PM 58 2 0 2 62 85% 1:00 PM 110 6 4	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 2:00 PM 44 44	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2 102	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83 0 0 0 83	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 6:53 3 1 1 2 5:00 PM 8:5 1 1 1 89	6:00 PM 52 2 4 2 60 80 82% 6:00 PM 60 82% 6 0 2 92	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 0 2 0 89	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 0 0 0 56	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2	10:
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fill-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	216	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65	144 67% 11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0	160 74% 12:00 PM 40 1 1 0 1 42 42 58% 12:00 PM 93 4 0 1 1 98	85% 1:00 PM 58 2 0 2 62 62 85% 1:00 PM 1:00 PM 1:00 PM 116 6 4 1 127	76% 2:00 PM 48 2 0 2 52 52 71% 2:00 PM 95 1 4 102	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 3:00 PM 2:00 PM 1:00	78% 4:00 PM 51 1 2 55 75% 4:00 PM 83 0 0 0 83	70% 5:00 PM 5:3 3 1 2 59 81% 5:00 PM 5:00 PM 5:00 PM 89	6:00 PM 52 4 2 60 60 82% 6:00 PM 6:00 PM 86 4 0 2 92	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 7:00 PM 87 0 0 89	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 6 50 0 0 56	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43	3
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	216	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0 0 0 93	160 74% 12:00 PM 40 1 0 1 42 42 58% 12:00 PM 93 4 0 1 1 98	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2 102	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83 0 0 0 83	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 6:53 3 1 1 2 5:00 PM 8:5 1 1 1 89	6:00 PM 52 2 4 2 60 80 82% 6:00 PM 60 82% 6 0 2 92	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 0 2 0 89	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 0 0 0 56	39% 9:00 PM 37 2 1 2 42 58% 9:00 PM 41 0 0 2 43	3
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	216	106 49% 10:00 AM 14 0 0 16 16 22% 10:00 AM 63 1 1 0 65 65	144 67% 11:00 AM 23 0 0 2 2 5 25 34% 11:00 AM 93 0 0 93 93 61%	160 74% 12:00 PM 40 1 0 1 42 42 58% 12:00 PM 93 4 0 0 1 1 98 98	85% 1:00 PM 58 58 2 0 2 62 62 85% 1:00 PM 116 6 4 1 127 127 83%	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102 102 67%	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2 102 102 67%	78% 4:00 PM 51 1 2 55 75% 4:00 PM 83 0 0 0 83 83 54%	5:00 PM 5:00 PM 5:3 3 1 2 59 81% 5:00 PM 85 2 1 1 1 89 89	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0 2 92 92 60%	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 2 0 89 89 889	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 1 0 0 56 56 37%	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 43 28%	10:1
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	216	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65 65 42%	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0 0 11:00 AM 93 11:00 AM 93 11:00 AM	160 74% 12:00 PM 40 1 0 1 1 42 58% 42 58% 12:00 PM 93 4 0 1 1 98 64%	85% 1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83%	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102 67%	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 2 102 67%	78% 4:00 PM 51 1 1 1 2 55 75% 4:00 PM 83 0 0 0 83 54% 4:00 PM	5:00 PM 5:30 PM 5:3 3 1 1 2 5:9 89 81% 89 89 5:00 PM	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0 2 92 60% 6:00 PM	72% 7:00 PM 47 2 1 2 52 52 71% 7:00 PM 87 0 2 0 89 89 58%	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 6 50 0 0 56	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 43 28%	10:
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	216	106 49% 10:00 AM 14 0 0 16 16 22% 10:00 AM 63 1 1 0 65 42%	11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 93 61%	160 74% 12:00 PM 40 1 0 1 42 42 58% 12:00 PM 93 4 0 0 1 1 98 98	1:00 PM 558 2 0 2 62 85% 1:00 PM 110 62 4 1 127 127 83%	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102 102 67%	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2 102 102 67%	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83 0 0 0 83 54% 4:00 PM 14	5:00 PM 5:00 PM 5:3 3 1 2 59 81% 5:00 PM 85 2 1 1 1 89 89	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0 2 92 60%	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 2 7:00 PM 88 89 58%	56% 8:00 PM 49 1 1 1 2 53 73% 8:00 PM 55 1 0 0 56 56 37%	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 28%	3 10:1
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	216	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65 65 42%	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 0 0 10 0 11:00 AM 93	160 74% 12:00 PM 40 1 0 1 1 42 42 58% 12:00 PM 93 4 0 1 1 98 98 64%	1:00 PM 58 2 0 2 62 62 85% 1:00 PM 116 6 4 1 127 127 83%	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102 67%	73% 3:00 PM 48 1 1 51 51 70% 3:00 PM 95 3 2 2 102 102 67% 3:00 PM 18	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83 0 0 0 83 83 54% 4:00 PM 14 0	5:00 PM 5:00 PM 5:3 3 1 2 59 81% 5:00 PM 85 2 1 1 1 89 89 889 58%	6:00 PM 52 2 4 2 60 60 82% 6:00 PM 86 4 0 2 92 90 6:00 PM 9 0	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 2 0 89 89 89 7:00 PM 9 0	56% 8:00 PM 49 1 1 2 53 73% 8:00 PM 55 1 0 0 56 56 37%	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 2 43 28% 9:00 PM 6 0	3 3 10:
Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	Inventory 64 3 4 2 73	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65 42% 10:00 AM 15 0 2	11:00 AM 23 0 0 2 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 0 11:00 AM 93 0 0 0 2 2 11:00 AM 93 0 0 0 0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	160 74% 12:00 PM 40 1 1 0 1 42 42 58% 12:00 PM 93 4 0 1 1 98 64%	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83% 1:00 PM 20 1	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 4 102 102 67% 2:00 PM 18 0 1	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 102 102 102 67% 3:00 PM 18 1	78% 4:00 PM 51 1 1 2 55 75% 4:00 PM 83 0 0 0 83 54% 4:00 PM 14 0 1	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 85 2 1 1 89 89 58% 5:00 PM 15 1 1 1	6:00 PM 52 4 2 60 60 82% 6:00 PM 86 4 0 2 92 60% 6:00 PM 9 0 1	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 87 0 89 89 89 7:00 PM 9 0 0	56% 8:00 PM 49 1 1 1 2 53 73% 8:00 PM 55 1 0 0 56 56 37% 8:00 PM 7 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 28% 9:00 PM 6 0 0	3 3 10:1
	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	Inventory	106 49% 10:00 AM 14 0 0 16 16 22% 10:00 AM 63 1 1 0 65 42%	11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 0 0 0 2 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0	160 74% 12:00 PM 40 1 1 0 1 1 42 58% 12:00 PM 93 4 0 1 1 98 98 64%	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83% 1:00 PM 20 1 1 0 0	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 2:00 PM 2:00 PM 102 102 67% 2:00 PM 18 0 0	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 102 102 67% 3:00 PM 18 11 1 0	78% 4:00 PM 51 1 2 55 78% 4:00 PM 4:00 PM 83 0 0 0 83 54% 4:00 PM 14 0 1 1	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 5:00 PM 5:00 PM 5:00 PM 5:00 PM 5:00 PM 1 1 1 1 0	6:00 PM 52 4 2 60 60 82% 6:00 PM 6:00 PM 86 4 0 2 92 60% 6:00 PM 9 0 1 0	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2 99 89 7:00 PM 89 0 0 0 0 0 0 0	56% 8:00 PM 49 49 1 1 2 53 73% 8:00 PM 8:00 PM 55 0 0 56 37% 8:00 PM 7 0 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 43 28% 9:00 PM 6 0 0 0	10:1
Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	Inventory 64 3 4 2 2 73	100 AM 14 0 0 2 16 122% 10:00 AM 63 1 1 0 65 65 42% 10:00 AM 15 0 0 6	11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 93 61% 61% 6	160 74% 12:00 PM 40 1 0 1 1 42 58% 12:00 PM 93 4 0 1 1 98 98 98 98 98 64%	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83% 1:00 PM 20 11 0 6	2:00 PM 48 2 0 2 52 71% 2:00 PM 48 2 1 2 52 71% 2:00 PM 95 2 1 1 4 102 102 67%	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 2 102 67% 3:00 PM 18 11 1 0 5	78% 4:00 PM 51 1 1 1 2 55 75% 4:00 PM 83 0 0 0 83 54% 4:00 PM 14 14 0 1 1	5:00 PM 5:3 3 1 1 2 5:9 89 81% 89 89 5:00 PM 15 1 1 0 0	6:00 PM 52 2 4 4 2 60 82% 6:00 PM 86 4 4 0 2 92 60% 6:00 PM 9 0 1 0 0	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 87 0 88 89 58% 7:00 PM 9 0 0 0 0	56% 8:00 PM 49 1 1 1 2 53 73% 8:00 PM 55 1 0 0 56 56 37% 8:00 PM 7 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 28% 9:00 PM 6 0 0	10:
Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	Inventory	106 49% 10:00 AM 14 0 0 16 16 22% 10:00 AM 63 1 1 0 65 42%	11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 0 0 0 2 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0	160 74% 12:00 PM 40 1 1 0 1 1 42 58% 12:00 PM 93 4 0 1 1 98 98 64%	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83% 1:00 PM 20 1 1 0 0	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 2:00 PM 2:00 PM 102 102 67% 2:00 PM 18 0 0	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 102 102 67% 3:00 PM 18 11 1 0	78% 4:00 PM 51 1 2 55 78% 4:00 PM 4:00 PM 83 0 0 0 83 54% 4:00 PM 14 0 1 1	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 5:00 PM 5:00 PM 5:00 PM 5:00 PM 5:00 PM 1 1 1 1 0	6:00 PM 52 4 2 60 60 82% 6:00 PM 6:00 PM 86 4 0 2 92 60% 6:00 PM 9 0 1 0	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2 99 89 7:00 PM 89 0 0 0 0 0 0 0	56% 8:00 PM 49 49 1 1 2 53 73% 8:00 PM 8:00 PM 55 0 0 56 37% 8:00 PM 7 0 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 43 28% 9:00 PM 6 0 0 0	10:
Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	Inventory	106 49% 10:00 AM 14 0 0 2 16 16 22% 10:00 AM 63 1 1 0 65 42% 10:00 AM 15 0 2 0 6 23	144 67% 11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0 93 61% 11:00 AM 29 0 0 6 37	160 74% 12:00 PM 40 1 0 1 1 42 58% 12:00 PM 93 4 0 1 1 98 98 64% 12:00 PM 29 1 1 0 6 37	1:00 PM 58 2 0 2 62 85% 1:00 PM 1:00 PM 1:00 PM 1:00 PM 1:01 PM 1:027 1:07 1:00 PM 1:00 PM 1:00 PM 1:00 PM 1:00 PM 1:00 PM 2:00 1:00 PM 1:00 P	76% 2:00 PM 48 2 0 2 52 71% 2:00 PM 95 2 1 1 4 102 102 67% 2:00 PM 0 1 0 0 6 25	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 3:00 PM 3:00 PM 3:00 PM 102 67% 3:00 PM 102 5 2 102	78% 4:00 PM 51 1 2 55 75% 4:00 PM 83 0 0 83 83 54% 4:00 PM 11 10 11	5:00 PM 5:3 3 1 2 5:9 81% 5:00 PM 5:00 PM 5:00 PM 85:00 PM 85 2 1 1 89 589 58%	6:00 PM 52 4 2 60 60 82% 6:00 PM 6:00 PM 86 4 0 2 92 60% 6:00 PM 9 0 1 0 0 0 10	72% 7:00 PM 47 2 1 2 52 71% 7:00 PM 87 0 2 52 71% 7:00 PM 89 89 89 60 0 0 0 0 0 0 0 0	56% 8:00 PM 49 49 1 1 2 53 73% 8:00 PM 8:00 PM 55 0 0 56 37% 8:00 PM 7 0 0 0	39% 9:00 PM 37 2 1 2 42 42 58% 9:00 PM 41 0 0 2 43 43 28% 9:00 PM 6 0 0 0 0 6	10:0
Zone 5	Total Occupancy Total Percent Regular Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	Inventory 64 3 4 2 2 73	100 AM 14 0 0 2 16 122% 10:00 AM 63 1 1 0 65 65 42% 10:00 AM 15 0 0 6	11:00 AM 23 0 0 2 25 25 25 34% 11:00 AM 93 0 0 0 11:00 AM 93 93 61% 61% 6	160 74% 12:00 PM 40 1 0 1 1 42 58% 12:00 PM 93 4 0 1 1 98 98 98 98 98 64%	1:00 PM 58 2 0 2 62 85% 1:00 PM 116 6 4 1 127 127 83% 1:00 PM 20 11 0 6	2:00 PM 48 2 0 2 52 71% 2:00 PM 48 2 1 2 52 71% 2:00 PM 95 2 1 1 4 102 102 67%	73% 3:00 PM 48 1 1 1 51 51 70% 3:00 PM 95 3 2 2 102 67% 3:00 PM 18 18 1 1 0 5 5	78% 4:00 PM 51 1 1 1 2 55 75% 4:00 PM 83 0 0 0 83 54% 4:00 PM 14 14 0 1 1	5:00 PM 5:3 3 1 1 2 5:9 89 81% 89 89 5:00 PM 15 1 1 0 0	6:00 PM 52 2 4 4 2 60 82% 6:00 PM 86 4 4 0 2 92 60% 6:00 PM 9 0 1 0 0	72% 7:00 PM 47 2 1 2 52 7:00 PM 87 0 87 0 88 89 58% 7:00 PM 9 0 0 0 0	56% 8:00 PM 49 49 1 1 2 53 73% 8:00 PM 8:00 PM 55 0 0 56 37% 8:00 PM 7 0 0 0	39% 9:00 PM 37 2 1 2 42 58% 9:00 PM 41 0 0 2 43 43 28% 9:00 PM 6 0 0 0	10:1

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Thursday, December 14, 2023

nursday, December	r 14, 2023														
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	104	29	40	60	81	62	57	51	47	46	63	64	30	13
	Compact	37	10	12	19	26	21	17	16	15	15	20	19	10	6
Zone 1	Handicap	6	1	1	3	1	2	2	1	1	1	0	0	0	0
	Loading	2	1	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	149	41	53	82	108	85	76	68	63	62	83	83	40	19
	T-4-1 0	440		50	00	100	0.5	70		20			00	40	- 40
	Total Occupancy Total Percent	149	41	53	82	108	85	76	68	63	62	83	83	40	19
	Total Percent		28%	36%	55%	72%	57%	51%	46%	42%	42%	56%	56%	27%	13%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	71	33	42		69	67	52 52		5.00 FW		68	67	37	18
	Handican	7	0	0	70 1	1	4	3	53 0	2	75 2	3	2	1	2
	20 Min.	11	4	7	7	9	7	6	4	7	9	8	10	4	1
Zone 2	Fed Ex. Only	2	2	2	2	2	1	1	2	2	1	2	2	0	0
Zone Z	Jared Only	2	0	0	2	0	0	1	0	0	0	2	2	1	0
	Take Out	6	0	1	2	2	2	1	3	4	5	3	4	4	3
	Subtotal	99	39	52	84	83	81	64	62	67	92	86	87	47	24
	Gubtotui	- 55	- 00			- 00	<u> </u>	04	02	O/		- 00	,		
	Total Occupancy	99	39	52	84	83	81	64	62	67	92	86	87	47	24
	Total Percent		39%	53%	85%	84%	82%	65%	63%	68%	93%	87%	88%	47%	24%
		L	0070	0070	0070	0.170	0270	3070	3370	0070	0070	0.70	0070	41.70	2-170
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	172	72	109	137	149	155	142	130	136	141	127	97	66	40
	Compact	30	4	10	17	20	19	17	15	16	18	20	14	12	4
	Handicap	2	0	1	1	2	2	1	2	1	0	1	1	0	0
Zone 3	20 Min.	8	7	7	7	8	7	6	5	5	7	6	6	7	5
	Pick Up	4	1	3	2	4	3	2	2	3	2	3	3	0	0
	Subtotal	216	84	130	164	183	186	168	154	161	168	157	121	85	49
	-						-								
	Total Occupancy	216	84	130	164	183	186	168	154	161	168	157	121	85	49
	Total Percent		39%	60%	76%	85%	86%	78%	71%	75%	78%	73%	56%	39%	23%
		-													
			10:00 AM							5:00 PM	6:00 PM				
		Inventory	10.00 AW	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM			7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	49	6	11: 00 AM	45	48	34	28	4:00 PM 19	27	46	48	37	16	10:00 PM 11
	Handicap	49 3	6	13 1	45 2	48 3	34 2	28 2	19 1	27 1	46 2	48 0	37 0	16 0	11 0
Zone 4	Handicap Take Out	49 3 4	6 0 0	13 1 0	45 2 1	48 3 3	34 2 0	28 2 0	19 1 0	27 1 2	46 2 1	48 0 2	37 0 4	16 0 1	11 0 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	6 0 0 10	13 1 0 10	45 2 1 11	48 3 3 10	34 2 0 11	28 2 0 12	19 1 0 6	27 1 2 9	46 2 1 13	48 0 2 9	37 0 4 5	16 0 1 6	11 0 0 4
Zone 4	Handicap Take Out	49 3 4	6 0 0	13 1 0	45 2 1	48 3 3	34 2 0	28 2 0	19 1 0	27 1 2	46 2 1	48 0 2	37 0 4	16 0 1	11 0 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	6 0 0 10 16	13 1 0 10 24	45 2 1 11 59	48 3 3 10 64	34 2 0 11 47	28 2 0 12 42	19 1 0 6 26	27 1 2 9 39	46 2 1 13 62	48 0 2 9 59	37 0 4 5 46	16 0 1 6 23	11 0 0 4 15
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17	6 0 0 10 16	13 1 0 10 24	45 2 1 11 59	48 3 3 10 64	34 2 0 11 47	28 2 0 12 42	19 1 0 6 26	27 1 2 9 39	46 2 1 13 62	48 0 2 9 59	37 0 4 5 46	16 0 1 6 23	11 0 0 4 15
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	6 0 0 10 16	13 1 0 10 24	45 2 1 11 59	48 3 3 10 64	34 2 0 11 47	28 2 0 12 42	19 1 0 6 26	27 1 2 9 39	46 2 1 13 62	48 0 2 9 59	37 0 4 5 46	16 0 1 6 23	11 0 0 4 15
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	6 0 0 10 16	13 1 0 10 24	45 2 1 11 59	48 3 3 10 64	34 2 0 11 47	28 2 0 12 42	19 1 0 6 26	27 1 2 9 39	46 2 1 13 62	48 0 2 9 59	37 0 4 5 46	16 0 1 6 23	11 0 0 4 15
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	6 0 0 10 16 16 22%	13 1 0 10 24 24 33%	45 2 1 11 59 59 81%	48 3 3 10 64 64 88%	34 2 0 11 47 47 64%	28 2 0 12 42 42 58%	19 1 0 6 26 26 36%	27 1 2 9 39 39 53%	46 2 1 13 62 62 85%	48 0 2 9 59 59	37 0 4 5 46 46 63%	16 0 1 6 23 23 32%	11 0 0 4 15
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73	6 0 0 10 16 16 22%	13 1 0 0 10 24 24 33%	45 2 1 1 11 59 59 81%	48 3 3 10 64 64 88%	34 2 0 11 47 47 64%	28 2 0 12 42 42 58%	19 1 0 6 26 26 36%	27 1 2 9 39 39 53%	46 2 1 13 62 62 85%	48 0 2 9 59 59 81%	37 0 4 5 46 46 63%	16 0 1 6 23 23 32%	11 0 0 4 15 15 21%
Zone 4	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	6 0 0 10 16 16 22%	13 1 0 10 24 24 33%	45 2 1 11 59 59 81%	48 3 3 10 64 64 88%	34 2 0 11 47 47 64%	28 2 0 12 42 42 58% 3:00 PM 84	19 1 0 6 26 26 36%	27 1 2 9 39 39 53% 550 PM	46 2 1 13 62 62 85% 600 PM	48 0 2 9 59 59 81%	37 0 4 5 46 46 63%	16 0 1 6 23 23 32% 9:00 PM	111 0 0 4 15 15 21%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap	49 3 4 17 73 73 Inventory 136 9	6 0 0 10 10 16 16 22%	13 1 0 0 10 24 24 33%	45 2 1 1 11 59 59 81% 12:00 PM 85 2	48 3 3 10 64 64 88% 1:00 PM 102	34 2 0 111 47 47 64%	28 2 0 12 42 42 58% 3:00 PM 84 2	19 1 0 6 26 26 36% 4:00 PM 71	27 1 2 9 39 39 53% 5:00 PM	46 2 1 1 13 62 62 85% 6:00 PM 79	48 0 2 9 59 59 81%	37 0 4 5 46 63% 8:00 PM 59 0	16 0 1 1 6 23 23 32% 9:00 PM 37 0	11 0 0 4 15 15 21%
Zone 4 Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	6 0 10 10 16 16 22%	13 1 0 10 24 24 33%	45 2 1 11 59 81% 12:00 PM 85 2	48 3 3 10 64 64 88% 1:00 PM 102 1 2	34 2 0 11 47 47 64% 2:00 PM 92 0	28 2 0 12 42 42 58% 3:00 PM 84	19 1 0 6 26 26 36% 4:00 PM 71 1	27 1 2 9 39 39 53% 550 PM	46 2 1 13 62 62 85% 6:00 PM 79 1 1	48 0 2 9 59 59 81% 7:00 PM 70 2	37 0 4 5 46 46 63%	16 0 1 6 23 23 32% 9:00 PM	11 0 0 4 15 15 21% 10:00 PM 32 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	49 3 4 17 73 73 Inventory 136 9 4	6 0 0 10 16 16 22% 10:00 AM 66 0	13 1 0 0 10 24 24 33% 11:00 AM 77 0 2	45 2 1 1 11 59 59 81% 42:00 PM 85 2 1 1 2 2	48 3 3 10 64 64 88% 1:00 PM 102 1 1 2	34 2 0 111 47 47 64% 2:00 PM 92 0	28 2 0 12 42 42 58% 3:00 PM 84 2 1	19 1 0 6 26 26 36% 4:00 PM 1 1 1	27 1 2 9 39 39 53% 5:00 PM 72 1 1	46 2 1 13 62 62 85% 6:00 PM 79 1 1	48 0 2 9 59 59 81% 7:00 PM 70 2 2 3	37 0 4 5 46 63% 8:00 PM 59 0	16 0 1 1 6 23 23 32% 9:00 PM 37 0 1	11 0 0 0 4 4 15 15 21% 15 21% 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	6 0 10 10 16 16 22%	13 1 0 10 24 24 33% 11:00 AM 77 0 2	45 2 1 11 59 81% 12:00 PM 85 2	48 3 3 10 64 64 88% 1:00 PM 102 1 2	34 2 0 11 47 47 64% 2:00 PM 92 0	28 2 0 12 42 42 58% 3:00 PM 84 2	19 1 0 6 26 26 36% 4:00 PM 71 1	27 1 2 9 39 39 53% 5:00 PM 72 1	46 2 1 13 62 62 85% 6:00 PM 79 1 1	48 0 2 9 59 59 81% 7:00 PM 70 2	37 0 4 5 46 46 63% 8:00 PM 59 0	16 0 1 6 23 23 32% 9:00 PM 37 0	11 0 0 4 15 15 21% 10:00 PM 32 0 0
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	6 0 0 10 10 16 16 22% 10 00 AM 66 0 0 1 0 67	13 1 0 10 24 24 33% 11:00 AM 77 0 2 1 1 80	45 2 1 1 11 59 81% 81% 85 2 1 1 2 9 90	48 3 3 10 64 88% 1:00 PM 102 1 1 2 2 2	34 2 0 111 47 64% 2:00 PM 92 0 2 2 0 94	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 88	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74	46 2 1 13 62 62 85% 6:00 PM 79 1 1 0 81	48 0 2 9 59 59 81% 7:00 PM 70 2 2 3 77	37 0 4 5 46 46 63% 8:00 PM 59 0 0 2	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38	111 0 0 4 15 15 21% 10:00 PM 32 0 0 0 32
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4	6 0 0 10 10 16 16 22% 10 10 10 16 16 22% 10 10 10 10 10 10 10 10 10 10 10 10 10	13 1 0 0 10 24 24 33% 11:00 AM 77 0 2 2 1 80	45 2 1 1 11 59 81% 85 2 1 1 2 90 90	48 3 3 10 64 64 88% 1:00 PM 102 1 1 2 2 107	34 2 0 111 47 47 64% 2:00 PM 92 0 2 0 94	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 88	19 1 0 6 26 26 36% 4:00 PM 1 1 1 1 2 75	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74	46 2 1 1 13 62 62 85% 6:00 PM 79 1 1 0 81	48 0 2 9 59 81% 7:00 PM 70 2 2 2 3 77	37 0 4 5 46 46 63% 8:00 PM 59 0 0 2 61	16 0 1 1 6 23 23 32% 9:00 PM 37 0 1 1 0 38	11 0 0 4 4 15 15 21% 10:00 PM 32 0 0 0 32 32 32
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	6 0 0 10 10 16 16 22% 10 00 AM 66 0 0 1 0 67	13 1 0 10 24 24 33% 11:00 AM 77 0 2 1 1 80	45 2 1 1 11 59 81% 81% 85 2 1 1 2 9 90	48 3 3 10 64 88% 1:00 PM 102 1 1 2 2 2	34 2 0 111 47 64% 2:00 PM 92 0 2 2 0 94	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 88	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74	46 2 1 13 62 62 85% 6:00 PM 79 1 1 0 81	48 0 2 9 59 59 81% 7:00 PM 70 2 2 3 77	37 0 4 5 46 46 63% 8:00 PM 59 0 0 2	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38	111 0 0 4 15 15 21% 10:00 PM 32 0 0 0 32
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	6 0 0 10 10 16 16 22% 16 0 0 1 1 0 0 AM 66 0 0 1 1 0 0 67 44%	13 1 0 0 10 24 24 33% 11:00 AM 77 0 0 2 1 1 1 80	45 2 1 11 59 81% 12:00 PM 85 2 1 1 2 90 90 59%	48 3 10 64 88% 1:00 PM 102 1 1 2 2 1 107 70%	34 2 0 111 47 64% 2:00 PM 92 0 0 2 2 0 94	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 88 88	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 75	27 1 2 9 39 53% 53% 5.00 PM 72 1 1 0 74 48%	46 2 1 13 62 62 85% 6:00 PM 79 1 1 0 81	48 0 2 9 59 81% 7:00 PM 70 2 2 2 3 77	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 61	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38	111 0 0 4 15 15 21% 10 0 PM 32 0 0 0 0 32 21%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	6 0 0 10 10 16 16 22% 10 10 10 16 16 22% 10 10 10 10 10 10 10 10 10 10 10 10 10	13 1 0 0 10 24 24 33% 11:00 AM 77 0 2 2 1 80	45 2 1 1 11 59 81% 85 2 1 1 2 90 90	48 3 3 10 64 64 88% 1:00 PM 102 1 1 2 2 107	34 2 0 111 47 47 64% 2:00 PM 92 0 2 0 94	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 88 88 58%	19 1 0 6 26 26 36% 4:00 PM 1 1 1 1 2 75	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74	46 2 1 13 62 85% 6:00 PM 79 1 1 0 81 81	48 0 2 9 59 81% 7:00 PM 70 2 2 2 3 77	37 0 4 5 46 46 63% 8:00 PM 59 0 0 2 61	16 0 1 1 6 23 23 32% 9:00 PM 37 0 1 1 0 38	11 0 0 4 4 15 15 21% 10:00 PM 32 0 0 0 32 32
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73	6 0 0 10 10 16 16 22% 10:00 AM 66 0 0 1 1 0 67 44% 10:00 AM 9	13 1 0 0 10 24 24 33% 11:00 AM 77 0 2 2 1 1 80 80 52%	45 2 1 11 11 59 59 81% 12:00 PM 85 2 1 1 2 90 90 59%	48 3 3 10 64 64 88% 1:00 PM 102 1 12 2 107 70%	34 2 0 111 47 47 64% 2:00 PM 92 0 2 0 94 61%	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 88 88	19 1 0 6 26 26 36% 4:00 PM 71 1 2 75 49% 4:00 PM	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48%	46 2 1 13 62 62 85% 6:00 PM 79 1 1 0 81 81 6:00 PM	48 0 2 9 59 59 81% 7:00 PM 77 77 50%	37 0 4 5 46 46 63% 8:00 PM 59 0 0 0 2 61 61 40%	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38	111 0 0 4 15 15 21% 10 0 PM 32 0 0 0 0 32 21%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 17 73 136 4 4 4 4 4 153 153 153 10 10 10 10 10 10 10	6 0 0 10 10 16 16 22% 16 22% 16 6 7 44% 10:00 AM 9 0 0	13 1 0 10 24 24 33% 11:00 AM 77 0 2 1 1 80 80 80 11:00 AM 17 0	45 2 1 11 59 81% 12:00 PM 85 2 1 1 2 90 90 12:00 PM 19 0	48 3 10 64 64 88% 1:00 PM 102 1 1 2 2 107 70% 1:00 PM	34 2 0 111 47 64% 2:00 PM 92 0 2 0 94 94 61%	28 2 0 12 42 42 58% 3:00 PM 84 1 1 1 1 88 88 58%	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 75 49% 4:00 PM	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48%	46 2 1 13 62 85% 6:00 PM 79 1 1 0 81 81 81 81 6:00 PM 12 0	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 61	16 0 1 6 23 23 32% 9:00 PM 37 0 1 0 38 38 38 9:00 PM	111 0 0 4 15 15 21% 10:00 PM 32 0 0 0 0 32 2 10:00 PM 32 2 10:00 PM
Zone 5	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 136 9 4 4 153 153 153 154 155 154 155	6 0 10 16 16 22% 10:00 AM 66 0 1 0 67 44%	13 1 0 0 10 24 33% 11:00 AM 77 0 2 1 1 80 52%	45 2 1 11 11 59 81% 12:00 PM 85 2 1 2 90 59%	48 3 3 10 64 88% 1:00 PM 102 1 12 2 107 107 70%	34 2 0 111 47 64% 2:00 PM 92 0 2 0 94 61%	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 88 58% 3:00 PM 14 1 0	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 49% 4:00 PM 14 0 0	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48% 5:00 PM 111 0 0	46 2 1 13 62 62 85% 6:00 PM 79 1 1 0 81 53% 6:00 PM 12 0 0	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 40%	16 0 1 1 6 23 23 32% 9:00 PM 37 0 1 1 0 38 25%	111 0 0 0 4 4 15 15 15 21% 10:00 PM 32 0 0 0 32 21% 10:00 PM 0 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73	6 0 0 10 10 116 122% 16 22% 16 6 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13 1 0 10 24 24 33% 11:00 AM 77 0 2 1 180 80 11:00 AM 11:00 AM 10 11:00 AM 11:00 AM 11:00 AM 10 11:00 AM 11:00 AM 11:00 AM	45 2 1 11 59 81% 81% 85 2 2 90 90 59% 12:00 PM 65 65 90 90 69% 60 60 60 60 60 60 60 60 60 60 60 60 60	48 3 3 10 64 88% 1:00 PM 102 1 1 2 107 70% 1:00 PM 100 PM	34 2 0 111 47 64% 2:00 PM 92 0 0 2 2 0 94 61%	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 88 88 58% 3:00 PM 14 1 0 0	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 75 49% 4:00 PM 0 0	27 1 2 9 38 39 53% 5:00 PM 72 1 1 0 74 74 48%	46 2 1 13 62 85% 85% 6:00 PM 79 1 1 0 81 81 53%	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 0 2 61 61 40%	16 0 1 1 6 23 32% 9:00 PM 37 0 1 1 0 38 38 25%	111 0 0 4 4 15 15 15 21% 21% 21% 21% 10:00 PM 32 0 0 0 32 21% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked	49 3 4 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	6 0 10 10 16 16 22% 10:00 AM 66 0 1 0 67 44% 10:00 AM 9 0 0 0 5	13 1 0 10 10 24 33% 11:00 AM 77 0 0 1 80 52% 11:00 AM 17 0 0 7	45 2 1 11 59 81% 12:00 PM 85 2 1 2 90 90 12:00 PM 19 0 0 6	48 3 3 10 64 88% 1:00 PM 102 2 2 107 107 70% 1:00 PM 18 0 0 6	34 2 0 111 47 64% 2:00 PM 92 0 2 0 94 61% 2:00 PM 17 0 0 0 8	28 2 0 12 42 58% 3:00 PM 84 2 1 1 1 88 88 58% 3:00 PM 14 1 1 0 0 0 8	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 75 49% 4:00 PM 14 0 0 7	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48% 5:00 PM 11 0 0 0 5	46 2 1 13 62 85% 6:00 PM 79 1 1 0 81 81 81 53% 6:00 PM 12 0 0 0 5	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50% 7:00 PM 7 0 0 0	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 40%	16 0 1 6 23 23 32% 9:00 PM 37 0 1 0 38 38 25% 9:00 PM 0 0 0 0 0	111 0 0 4 4 15 15 15 21% 15 21% 10:00 PM 32 0 0 0 0 32 21% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73	6 0 0 10 10 116 122% 16 22% 16 6 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13 1 0 10 24 24 33% 11:00 AM 77 0 2 1 180 80 11:00 AM 11:00 AM 10 11:00 AM 11:00 AM 11:00 AM 10 11:00 AM 11:00 AM 11:00 AM	45 2 1 11 59 81% 81% 85 2 2 90 90 59% 12:00 PM 65 65 90 90 69% 60 60 60 60 60 60 60 60 60 60 60 60 60	48 3 3 10 64 88% 1:00 PM 102 1 1 2 107 70% 1:00 PM 100 PM	34 2 0 111 47 64% 2:00 PM 92 0 0 2 2 0 94 61%	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 88 88 58% 3:00 PM 14 1 0 0	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 75 49% 4:00 PM 0 0	27 1 2 9 38 39 53% 5:00 PM 72 1 1 0 74 74 48%	46 2 1 13 62 85% 85% 6:00 PM 79 1 1 0 81 81 53%	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 0 2 61 61 40%	16 0 1 1 6 23 32% 9:00 PM 37 0 1 1 0 38 38 25%	111 0 0 4 4 15 15 15 21% 21% 21% 21% 10:00 PM 32 0 0 0 32 21% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 153 153 153 153 155	6 0 0 10 10 116 122% 146 15 16 22% 16 16 16 16 16 16 16 16 16 16 16 16 16	13 1 0 10 24 24 33% 11:00 AM 77 0 0 2 1 1 1 80 80 11:00 AM 17 0 0 7 7	45 2 1 11 59 81% 12:00 PM 85 2 1 1 2 90 12:00 PM 19 0 0 6 6	48 3 10 64 88% 1:00 PM 102 1 102 2 2 107 70% 1:00 PM 107 70%	34 2 0 111 47 64% 2:00 PM 92 0 0 94 61% 2:00 PM 17 0 0 0 8 255	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 1 88 88 58% 3:00 PM 14 0 0 8 8 23	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 49% 4:00 PM 14 0 0 0 7	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48% 5:00 PM 11 0 0 5:00 PM 11 10 0 0 5 16	46 2 1 13 62 85% 6:00 PM 79 1 1 1 0 81 81 53% 6:00 PM 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 40% 8:00 PM 1 0 0 0 0 0	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38 25% 9:00 PM 0 0 0 0 0 0	111 0 0 4 4 15 15 15 21% 21% 21% 10:00 PM 32 0 0 0 0 2 21% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	6 0 10 16 16 22% 10:00 AM 66 0 1 0 67 44% 10:00 AM 9 0 0 1 10:00 AM 10:00 AM 10:00 AM 10:00 AM 10:00 AM 10:00 AM	13 1 1 0 10 24 24 33% 11:00 AM 77 0 2 1 1 80 52% 11:00 AM 17 0 0 7 2 1 2 1 24 24	45 2 1 11 59 81% 12:00 PM 85 2 1 1 2 90 90 59% 12:00 PM 19 0 0 0 6 6 25	48 3 3 10 64 88% 1:00 PM 102 1 12 2 107 70% 1:00 PM 18 0 0 0 6 24	34 2 0 111 47 64% 2:00 PM 92 0 2 0 94 61% 2:00 PM 17 0 0 0 8 8 25	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 88 88 58% 3:00 PM 14 1 0 0 8 8 23	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 49% 4:00 PM 14 0 0 7 21	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48% 5:00 PM 11 0 0 16	46 2 1 13 62 85% 6:00 PM 79 1 1 0 81 81 53% 6:00 PM 12 0 0 0 17	48 0 2 9 59 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 40% 8:00 PM 1 0 0 0 1	16 0 1 1 6 23 32% 9:00 PM 37 0 1 1 0 38 25% 9:00 PM 0 0 0 0 0 0	111 0 0 4 15 15 21% 10:00 PM 32 0 0 0 32 21% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 153 153 153 153 155	6 0 0 10 10 116 122% 146 15 16 22% 16 16 16 16 16 16 16 16 16 16 16 16 16	13 1 0 10 24 24 33% 11:00 AM 77 0 0 2 1 1 1 80 80 11:00 AM 17 0 0 7 7	45 2 1 11 59 81% 12:00 PM 85 2 1 1 2 90 12:00 PM 19 0 0 6 6	48 3 10 64 88% 1:00 PM 102 1 102 2 2 107 70% 1:00 PM 107 70%	34 2 0 111 47 64% 2:00 PM 92 0 0 94 61% 2:00 PM 17 0 0 0 8 255	28 2 0 12 42 42 58% 3:00 PM 84 2 1 1 1 1 88 88 58% 3:00 PM 14 0 0 8 8 23	19 1 0 6 26 26 36% 4:00 PM 71 1 1 2 75 49% 4:00 PM 14 0 0 0 7	27 1 2 9 39 39 53% 5:00 PM 72 1 1 0 74 48% 5:00 PM 11 0 0 5:00 PM 11 10 0 0 5 16	46 2 1 13 62 85% 6:00 PM 79 1 1 1 0 81 81 53% 6:00 PM 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	48 0 2 9 59 81% 7:00 PM 70 2 2 3 77 77 50%	37 0 4 5 46 63% 8:00 PM 59 0 0 2 61 40% 8:00 PM 1 0 0 0 0 0	16 0 1 6 23 32% 9:00 PM 37 0 1 1 0 38 25% 9:00 PM 0 0 0 0 0 0	111 0 0 4 15 15 21% 15 21% 10:00 PM 32 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Saturday, December 16, 2023

Saturday, December	16, 2023														
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	104	57	62	70	79	92	88	69	69	68	62	49	26	20
	Compact	37	16	14	24	26	30	23	24	23	21	20	16	8	7
Zone 1	Handicap	6	2	1	3	1	2	0	0	0	0	0	0	0	0
	Loading	2	0	0	1	0	0	0	0	0	0	0	0	0	0
	Subtotal	149	75	77	98	106	124	111	93	92	89	82	65	34	27
	T.110														
	Total Occupancy	149	75	77	98	106	124	111	93	92	89	82	65	34	27
	Total Percent		50%	52%	66%	71%	83%	74%	62%	62%	60%	55%	44%	23%	18%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	71	47	55	68	71	70	66	4.00 PW	68	69	7.00 PW	67	41	10.00 PM
	Handicap	7	0	1	3	4	2	4	3	4	7	7	3	4	1
	20 Min.	11	4	5	7	10	11	9	9	8	11	9	10	3	3
Zone 2	Fed Ex. Only	2	0	2	2	2	2	0	2	1	1	2	10	0	0
Zone z	Jared Only	2	0	1	0	2	2	1	2	1	2	2	0	0	0
	Take Out	6	0	0	0	2	2	1	5	5	5	4	5	3	0
	Subtotal	99	51	64	80	91	89	81	86	87	95	95	86	51	15
	Subtotai	33	51	04	00	91	09	01	00	01	90	95	00	51	15
	Total Occupancy	99	51	64	80	91	89	81	86	87	95	95	86	51	15
	Total Percent	33	52%	65%	81%	92%	90%	82%	87%	88%	96%	96%	87%	52%	15%
	Total Forcont		OZ 70	0070	0170	3270	3070	0270	0170	0070	3070	3070	0170	0270	1070
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	172	121	137	158	169	167	164	148	154	157	162	132	92	62
	Compact	30	9	15	20	28	29	24	12	23	16	20	20	8	3
	Handicap	2	2	2	0	2	2	0	2	2	2	1	1	1	0
Zone 3	20 Min.	8	5	6	8	8	8	8	8	8	8	8	8	2	0
	Pick Up	4	2	2	3	4	4	3	3	3	3	4	4	0	1
	Subtotal	216	139	162	189	211	210	199	173	190	186	195	165	103	66
	Total Occupancy	216	139	162	189	211	210	199	173	190	186	195	165	103	66
	Total Percent		64%	75%	88%	98%	97%	92%	80%	88%	86%	90%	76%	48%	31%
			0.170	1070	0070	0070	0.70	0270	3070	0070	0070	0070	1070	4070	0.70
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	Inventory 49		11:00 AM 20	12:00 PM	1:00 PM 48		3:00 PM 37	4:00 PM 44	5:00 PM 47	6:00 PM	7:00 PM	8:00 PM 44	9:00 PM 34	10:00 PM 23
	Regular Handicap		18	20	38	48	50		44	47	48		44	34	
Zone 4	Handicap	49 3	18 0	20 0	38 2		50 3	37 1	44 2	47 2	48 2	49 3	44 2		23 1
Zone 4	Handicap Take Out	49 3 4	18 0 0	20 0 0	38 2 0	48 2 1	50 3 2	37	44 2 3	47 2 4	48 2 4	49 3 3	44 2 3	34 2	
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	18 0 0 13	20 0 0 13	38 2 0 13	48 2 1 10	50 3 2 14	37 1 2 9	44 2 3 11	47 2 4 9	48 2 4 9	49 3 3 9	44 2 3 9	34 2 1 4	23 1 0 4
Zone 4	Handicap Take Out	49 3 4	18 0 0	20 0 0	38 2 0	48 2 1	50 3 2	37 1 2	44 2 3	47 2 4	48 2 4	49 3 3	44 2 3	34 2 1	23 1 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17	18 0 0 13	20 0 0 13	38 2 0 13	48 2 1 10	50 3 2 14	37 1 2 9	44 2 3 11	47 2 4 9	48 2 4 9	49 3 3 9	44 2 3 9	34 2 1 4	23 1 0 4
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17 73	18 0 0 13 31	20 0 0 13 33	38 2 0 13 53	48 2 1 10 61	50 3 2 14 69	37 1 2 9 49	44 2 3 11 60	47 2 4 9 62	48 2 4 9 63	49 3 3 9 64	44 2 3 9 58	34 2 1 4 4	23 1 0 4 28
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	18 0 0 13 31	20 0 0 13 33	38 2 0 13 53	48 2 1 10 61	50 3 2 14 69	37 1 2 9 49	44 2 3 11 60	47 2 4 9 62	48 2 4 9 63	49 3 3 9 64	44 2 3 9 58	34 2 1 4 41	23 1 0 4 28
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53	48 2 1 10 61 61 84%	50 3 2 14 69 95%	37 1 2 9 49 49 67%	44 2 3 11 60 60 82%	47 2 4 9 62 62 85%	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58	34 2 1 4 41 41 56%	23 1 0 4 28 28 38%
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53 73%	48 2 1 1 10 61 61 84%	50 3 2 14 69 95%	37 1 2 9 49 49 67%	44 2 3 111 60 60 82%	47 2 4 9 62 62 85%	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58 79%	34 2 1 4 41 41 56%	23 1 0 4 28 28 38%
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53	48 2 1 10 61 61 84%	50 3 2 14 69 95%	37 1 2 9 49 49 67%	44 2 3 11 60 60 82%	47 2 4 9 62 62 85%	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58	34 2 1 4 41 41 56%	23 1 0 4 28 28 38%
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53 73%	48 2 1 1 10 61 61 84%	50 3 2 14 69 95%	37 1 2 9 49 49 67%	44 2 3 111 60 60 82%	47 2 4 9 62 62 85%	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58 79%	34 2 1 4 41 41 56%	23 1 0 4 28 28 38%
Zone 4 Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53 73% 12:00 PM 103	48 2 1 1 10 61 61 84%	50 3 2 14 69 69 95%	37 1 2 9 49 49 67%	44 2 3 11 60 60 82% 4:00 PM	47 2 4 9 62 62 85% 5:00 PM 97 6 3	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58 79%	34 2 1 4 41 41 56% 9:00 PM	23 1 0 4 28 28 38%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	49 3 4 17 73 73 inventory 136 9 4	18 0 0 13 31 42% 10:00 AM 82 1 2 0	20 0 0 13 33 33 45% 11:00 AM 90 9	38 2 0 13 53 53 73% 12:00 PM 103 4 1	48 2 1 1 1 10 61 84% 117 4 4 4 1 1	50 3 2 14 69 69 95% 2:00 PM 118 4 4	37 1 2 9 49 49 67% 3:00 PM 110 3 4	44 2 3 111 60 60 82% 4:00 PM 100 2 3 1	47 2 4 9 62 85% 5:00 PM 97 6 3 2	48 2 4 4 9 9 63 86% 63 86% 6:00 PM 93 2 2 2 2 2 2	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2	44 2 3 9 58 58 79% 8:00 PM 69 2 1	34 2 1 1 4 41 56% 9:00 PM 38 2 0	23 1 0 4 28 28 38% 10:00 PM 25 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	18 0 0 13 31 31 42%	20 0 0 13 33 33 45%	38 2 0 13 53 53 73%	48 2 1 10 61 61 84% 1:00 PM 117 4	50 3 2 14 69 69 95% 2:00 PM 118 4	37 1 2 9 49 67% 3:00 PM 110 3	44 2 3 11 60 60 82% 4:00 PM 100 2 3	47 2 4 9 62 62 85% 5:00 PM 97 6 3	48 2 4 9 63 63 86%	49 3 3 9 64 64 88%	44 2 3 9 58 58 79% 8:00 PM 69 2	34 2 1 4 41 41 56% 9:00 PM 38 2	23 1 0 4 28 28 38% 10:00 PM 25 0
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	18 0 0 13 31 42% 10:00 AM 82 1 1 2 0	20 0 0 13 33 45% 11:00 AM 90 9 0 1	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 1	48 2 1 1 1 10 61 61 84%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 1	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118	44 2 3 3 111 60 60 82% 4:00 PM 100 2 3 3 1 1 106	47 2 4 9 62 62 85% 5:00 PM 97 6 3 2 108	48 2 4 9 9 63 63 86% 6:00 PM 93 2 2 2 9 99	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 2	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 inventory 136 9 4	18 0 0 13 31 42% 10:00 AM 82 1 2 0 85	20 0 0 13 33 33 45% 11:00 AM 90 9 0 1 100	38 2 0 13 53 53 73% 12:00 PM 103 4 1 109	48 2 1 1 1 10 61 84% 117 4 4 4 1 126 126	50 3 2 14 69 89 95% 2:00 PM 118 4 4 1 127	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118	44 2 3 111 60 80 82% 4:00 PM 100 2 3 1 106	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108	48 2 4 4 9 9 63 86% 63 86% 6:00 PM 93 2 2 2 999	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 87	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 1 41	23 1 0 4 28 28 38% 10:00 PM 25 0 0 25
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	18 0 0 13 31 42% 10:00 AM 82 1 1 2 0	20 0 0 13 33 45% 11:00 AM 90 9 0 1	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 1	48 2 1 1 1 10 61 61 84%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 1	37 1 2 9 49 67% 3:00 PM 110 3 4 1 118	44 2 3 3 111 60 60 82% 4:00 PM 100 2 3 3 1 1 106	47 2 4 9 62 62 85% 5:00 PM 97 6 3 2 108	48 2 4 9 9 63 63 86% 6:00 PM 93 2 2 2 9 99	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 2	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	18 0 0 13 31 42% 10:00 AM 82 1 2 0 85	20 0 0 13 33 33 45% 11:00 AM 90 9 0 1 100	38 2 0 13 53 53 73% 12:00 PM 103 4 1 109	48 2 1 1 1 10 61 84% 117 4 4 4 1 126 126	50 3 2 14 69 89 95% 2:00 PM 118 4 4 1 127	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118	44 2 3 111 60 80 82% 4:00 PM 100 2 3 1 106	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108	48 2 4 4 9 9 63 86% 63 86% 6:00 PM 93 2 2 2 999	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 87	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 1 41	23 1 0 4 28 28 38% 10:00 PM 25 0 0 25
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 153	18 0 0 13 31 31 42% 42% 42% 45 65 65%	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 1 109 71%	48 2 1 1 10 61 84% 84% 84% 110 PM 117 4 4 1 126 82%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 127	37 1 2 9 49 67% 3:00 PM 110 3 4 118 118	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 106 69%	47 2 4 9 62 85% \$500 PM 97 6 6 3 3 108 108	48 2 4 9 63 86% 6:00 PM 93 2 2 2 2 99	49 3 3 9 64 88% 7:00 PM 79 4 4 2 2 2 87	444 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48%	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 1 41 41 41	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 25
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73	18 0 0 13 31 42% 10:00 AM 82 1 2 0 85 56%	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 109 71%	48 2 1 10 61 61 84% 1:00 PM 117 4 4 1 126 82%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 1 127 127 83%	37 1 2 9 49 67% 3:00 PM 110 3 4 1 118 118 77%	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 69%	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71%	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 99 65%	49 3 3 9 64 64 88% 7:00 PM 79 4 4 2 2 2 87 57%	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48%	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 1 41 27%	23 1 0 4 28 28 38% 10:00 PM 25 0 0 25
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73	18 0 0 13 31 31 42% 10:00 AM 82 1 2 0 85 85 56%	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 109 109 71%	48 2 1 10 61 61 84% 1:00 PM 117 4 4 1 126 128 82%	50 3 2 14 69 69 95% 2:00 PM 118 4 4 1 1 127 127 83%	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118 77% 3:00 PM	44 2 3 3 111 60 60 82% 4:00 PM 100 2 3 3 1 1 106 69% 4:00 PM 13	47 2 4 9 62 62 85% 5:00 PM 97 6 3 2 108 71%	48 2 4 9 63 63 86% 6:00 PM 99 99 65%	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 87 87 57%	44 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48%	34 2 1 4 41 41 56% 9:00 PM 38 2 0 0 1 1 41 27%	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 136 153 153 1 1 1 1 1 1 1 1 1	18 0 13 31 42% 10:00 AM 82 1 2 0 85 85 85 86%	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 109 71%	48 2 1 10 61 61 84% 1:00 PM 117 4 1 1 126 82% 1:00 PM 27 0	50 3 2 14 69 95% 2:00 PM 118 4 1 1 127 127 2:00 PM 2:00 PM	37 1 2 9 49 67% 3:00 PM 110 3 4 118 77% 3:00 PM	44 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 59% 4:00 PM	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 12 0	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 99 65%	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 2 87 87 87 87	444 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48% 8:00 PM 5 0 0	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 1 41 27%	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16%
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 136 9 4 4 153 153 153 154 155 154 155	18 0 0 13 13 31 42% 10:00 AM 82 1 2 0 85 85 56%	20 0 0 13 33 45% 11:00 AM 90 9 0 1 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 109 71%	48 2 1 10 61 61 84% 1:00 PM 117 4 1 126 82%	50 3 2 14 69 95% 2:00 PM 118 4 1 127 127 83%	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118 77% 3:00 PM 116 0 0	444 2 3 3 111 60 80 82% 4:00 PM 100 2 3 1 106 69% 4:00 PM 13 1 0	47 2 4 9 62 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 108 71%	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 65%	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 87 57%	### 444	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 41 27% 9:00 PM 20 0 0 0 0	23 1 0 4 4 28 28 38% 10:00 PM 25 0 0 0 25 16%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73	18 0 0 13 13 142% 15 16 16 16 17 17 16 17 17 17 17 17 17 17 17 17 17 17 17 17	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 109 109 71%	48 2 1 1 10 61 10 PM 126 82%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 1 127 227 83% 2:00 PM 127 0 0 0	37 1 2 9 49 67% 67% 3:00 PM 110 3 4 1 118 77% 3:00 PM 0 0	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 106 69% 4:00 PM 13 1 0 0	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 12 0	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 99 65%	49 3 3 9 64 88% 7:00 PM 79 4 2 2 87 87 57%	444 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48% 8:00 PM 5 0 0	34 2 1 4 4 1 56% 56% 56% 56% 56% 56% 56% 56% 56% 56%	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16% 10:00 PM 10:00 PM
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked	49 3 4 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	18 0 0 13 31 31 42% 10:00 AM 82 1 2 0 85 56% 10:00 AM 1 7 0 0 0 3	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 53 73% 12:00 PM 103 4 1 1 109 109 71% 12:00 PM 23 0 1 1 0 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	48 2 1 10 61 61 84% 1:00 PM 117 4 4 1 126 82% 1:00 PM 27 0 0 0 2	50 3 2 14 69 95% 2:00 PM 118 4 4 1 127 127 2:00 PM 2:00 PM 0 0 0 6	37 1 2 9 49 67% 3:00 PM 110 3 4 1 118 118 77% 3:00 PM 10 0 0 0 3	444 2 3 111 60 80 82% 4:00 PM 100 2 3 1 106 59% 4:00 PM 13 1 1 0 0 1	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 108 71% 0 0 1	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 99 65% 6:00 PM 10 0 0 1	49 3 3 9 64 64 88% 7:00 PM 79 4 2 2 87 57%	### 444	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 41 41 27% 9:00 PM 2 0 0 0 0 0	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16% 10:00 PM 1 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73	18 0 0 13 13 142% 15 16 16 16 17 17 16 17 17 17 17 17 17 17 17 17 17 17 17 17	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 73% 12:00 PM 103 4 1 1 109 109 71%	48 2 1 1 10 61 10 PM 126 82%	50 3 2 14 69 95% 2:00 PM 118 4 4 1 1 127 227 83% 2:00 PM 127 0 0 0	37 1 2 9 49 67% 67% 3:00 PM 110 3 4 1 118 77% 3:00 PM 0 0	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 106 69% 4:00 PM 13 1 0 0	47 2 4 9 62 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 108 71%	48 2 4 9 63 63 86% 6:00 PM 93 2 2 2 99 65%	49 3 3 9 64 88% 7:00 PM 79 4 2 2 87 87 57%	### 444	34 2 1 4 4 1 56% 56% 56% 56% 56% 56% 56% 56% 56% 56%	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16% 10:00 PM 10:00 PM
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 153 153 153 153 155	18 0 13 31 42% 10:00 AM 82 1 2 0 85 56% 10:00 AM 17 0 0 0 3 3	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 53 73% 12:00 PM 103 4 1 1 109 71% 12:00 PM 23 0 1 1 0 4 28	48 2 1 10 61 10 61 117 126 128 82% 120 PM 27 0 0 0 0 2 2 2 2 10 10 10 10 10 10 10 10 10 10 10 10 10	50 3 2 14 69 95% 2:00 PM 118 4 4 1 127 127 83% 2:00 PM 0 0 0 0 0 0	37 1 2 9 49 67% 67% 3:00 PM 110 3 4 118 77% 3:00 PM 16 0 0 0 3	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 106 99% 4:00 PM 13 1 0 0 11 15	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 112 0 0 0 11	48 2 4 9 63 63 886% 6:00 PM 93 2 2 2 99 65% 6:00 PM 10 0 0 11	49 3 3 9 64 88% 7:00 PM 79 4 2 2 87 87 57%	### 444	34 2 1 4 4 1 4 1 56% Sign PM 38 2 0 0 1 1 4 1 27% Sign PM 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16%
Zone 5	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	18 0 0 13 13 31 42% 10:00 AM 82 1 2 0 85 56% 10:00 AM 17 0 0 0 3 3 20	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 53 73% 12:00 PM 103 4 1 1 109 71% 12:00 PM 23 0 1 1 0 4 28	48 2 1 10 61 61 84% 1:00 PM 117 4 4 1 126 82% 1:00 PM 27 0 0 0 2 29	50 3 2 14 69 95% 2:00 PM 118 4 1 1127 27 200 PM 210 PM 217 27	37 1 2 9 49 49 67% 3:00 PM 110 3 4 1 118 77% 3:00 PM 16 0 0 3 3 19	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 69% 4:00 PM 13 13 1 1 1 1 1 1 1 15	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 12 0 0 1 13	48 2 4 9 63 86% 630 86% 6:00 PM 93 2 2 2 99 99 65%	49 3 3 9 64 88% 7:00 PM 79 4 2 2 87 57% 7:00 PM 6 0 0 1 7	444 2 3 9 58 58 79% 8:00 PM 69 2 1 1 2 74 48% 8:00 PM 5 0 0 1 1 6	34 2 1 4 41 41 56% 9:00 PM 38 2 0 1 41 27% 9:00 PM 20 0 0 0 0 0 0 2	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16% 10:00 PM 1 0 0 0 1 1 1
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	49 3 4 17 73 136 153 153 153 153 155	18 0 13 31 42% 10:00 AM 82 1 2 0 85 56% 10:00 AM 17 0 0 0 3 3	20 0 0 13 33 45% 11:00 AM 90 9 0 1 100 65%	38 2 0 13 53 53 53 73% 12:00 PM 103 4 1 1 109 71% 12:00 PM 23 0 1 1 0 4 28	48 2 1 10 61 10 61 117 126 128 82% 120 PM 27 0 0 0 0 2 2 2 2 10 10 10 10 10 10 10 10 10 10 10 10 10	50 3 2 14 69 95% 2:00 PM 118 4 4 1 127 127 83% 2:00 PM 0 0 0 0 0 0	37 1 2 9 49 67% 67% 3:00 PM 110 3 4 118 77% 3:00 PM 16 0 0 0 3	444 2 3 111 60 60 82% 4:00 PM 100 2 3 1 106 106 69% 4:00 PM 13 1 0 0 11 15	47 2 4 9 62 85% 5:00 PM 97 6 3 2 108 71% 5:00 PM 112 0 0 0 11	48 2 4 9 63 63 886% 6:00 PM 93 2 2 2 99 65% 6:00 PM 10 0 0 11	49 3 3 9 64 88% 7:00 PM 79 4 2 2 87 87 57%	### 444	34 2 1 4 4 1 4 1 56% Sign PM 38 2 0 0 1 1 4 1 27% Sign PM 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	23 1 0 4 28 28 38% 10:00 PM 25 0 0 0 25 16%

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Sunday, April 28, 2024

unday, April 28, 2024															
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	101	27	36	38	41	46	58	49	59	36	38	41	18	15
	Handicap	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 1	Loading	2	0	Ö	0	0	0	Ö	0	0	0	0	0	Ö	0
	Subtotal	105	27	36	38	41	46	58	49	59	36	38	41	18	15
	Total Occupancy	105	27	36	38	41	46	58	49	59	36	38	41	18	15
	Total Percent		26%	34%	36%	39%	44%	55%	47%	56%	34%	36%	39%	17%	14%
	rotai r oroon		2070	0470	0070	0070	1 77/0	0070	4170	0070	U-7/0	0070	0070	17 /0	1470
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	70	26	47	69	70	70	62	65	62	68	59	59	34	12
	Handicap	5	0	1	0	5	3	0	2	3	2	3	2	1	0
	20 Min.	8	4	4	4	7	5	6	7	5	5	2	3	4	1
Zone 2	Fed Ex. Only	2	0	1	2	2	2	1	2	1	1	1	0	0	0
	Jared Only	2	0	2	2	2	0	1	0	1	0	1	1	0	0
	Take Out	5	0	0	0	5	2	1	5	5	4	4	2	2	1
	Subtotal	92	30	55	77	91	82	71	81	77	80	70	67	41	14
	Tetal Ossussassu	00	20		77	04	00	74	0.4	77	00	70	67	44	4.4
	Total Occupancy	92	30	55	77	91	82	71	81	77	80	70	67	41	14
	Total Percent		33%	60%	84%	99%	89%	77%	88%	84%	87%	76%	73%	45%	15%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Demiles														
	Regular	172	60	74	90	125	135	110	102	100	112	95	60	37	28
	Compact	30	7	6	13	19	24	21	20	12	15	16	12	4	3
Zone 3	Handicap	2	0	2	1	1	0	2	1	0	1	0	0	0	0
2010 0	20 Min.	8	5	8	6	8	4	7	5	6	5	7	6	0	3
	Pick Up	4	2	4	3	4	2	4	2	2	1	1	0	0	0
	Subtotal	216	74	94	113	157	165	144	130	120	134	119	78	41	34
	oubtotu.								.00						
	=	0.10			110		105		100	100	101	110			
	Total Occupancy	216	74	94	113	157	165	144	130	120	134	119	78	41	34
	Total Percent		34%	44%	52%	73%	76%	67%	60%	56%	62%	55%	36%	19%	16%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Pogular	Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	49	1	7	36	40	32	32	39	48	49	40	8:00 PM 28	15	8
	Handicap	49 3	1 0	7	36 0	40 1	32 2	32 0	39 2	48 2	49 2	40 2	28 1	15 0	8 0
Zone 4	Handicap Take Out	49 3 4	1 0 0	7 1 0	36 0 1	40 1 3	32 2 4	32 0 1	39 2 2	48 2 2	49 2 1	40 2 1	28 1 0	15 0 0	8 0 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	1 0 0 3	7 1 0 3	36 0 1 3	40 1 3 3	32 2 4 3	32 0 1 3	39 2 2 3	48 2 2 2 3	49 2 1 3	40 2 1 2	28 1 0 2	15 0 0 4	8 0 0 2
Zone 4	Handicap Take Out	49 3 4	1 0 0	7 1 0	36 0 1	40 1 3	32 2 4	32 0 1	39 2 2	48 2 2	49 2 1	40 2 1	28 1 0	15 0 0	8 0 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	1 0 0 3	7 1 0 3	36 0 1 3	40 1 3 3	32 2 4 3	32 0 1 3	39 2 2 3	48 2 2 2 3	49 2 1 3	40 2 1 2	28 1 0 2	15 0 0 4	8 0 0 2
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40	40 1 3 3 47	32 2 4 3 41	32 0 1 3 36	39 2 2 3 46	48 2 2 2 3 55	49 2 1 3 55	40 2 1 2 45	28 1 0 2 31	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40	40 1 3 3 47	32 2 4 3 41	32 0 1 3 36	39 2 2 3 46	48 2 2 3 55	49 2 1 3 55	40 2 1 2 45	28 1 0 2 31	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40	40 1 3 3 47	32 2 4 3 41	32 0 1 3 36	39 2 2 3 46	48 2 2 2 3 55	49 2 1 3 55	40 2 1 2 45	28 1 0 2 31	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40	40 1 3 3 47	32 2 4 3 41	32 0 1 3 36	39 2 2 3 46	48 2 2 3 55	49 2 1 3 55	40 2 1 2 45	28 1 0 2 31	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40 40 55%	40 1 3 3 47 47 64%	32 2 4 3 41 41 56%	32 0 1 3 3 36 49%	39 2 2 3 46 46 63%	48 2 2 3 55 55 75%	49 2 1 3 55 55 75%	40 2 1 2 45 45 62%	28 1 0 2 31 31 42%	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	1 0 0 3 4	7 1 0 3 11	36 0 1 3 40	40 1 3 3 47	32 2 4 3 41	32 0 1 3 36	39 2 2 3 46	48 2 2 3 55	49 2 1 3 55	40 2 1 2 45	28 1 0 2 31	15 0 0 4 19	8 0 0 2 10
Zone 4	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73	1 0 0 3 4 4 5%	7 1 0 0 3 11 11 15%	36 0 1 1 3 40 40 55%	40 1 3 3 47 47 64%	32 2 4 3 41 41 56%	32 0 1 3 3 36 49%	39 2 2 3 46 46 63%	48 2 2 3 55 55 75%	49 2 1 1 3 55 55 75%	40 2 1 2 45 45 62%	28 1 0 2 2 31 31 42%	15 0 0 4 19 26%	8 0 0 2 10 10 14%
Zone 4	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	1 0 0 3 4 4 5%	7 1 0 3 3 111 15% 11:00 AM 32	36 0 1 3 40 40 55%	40 1 3 3 47 47 64%	32 2 4 3 41 41 56%	32 0 1 3 36 36 49%	39 2 2 3 46 46 63%	48 2 2 3 55 55 75%	49 2 1 3 55 55 75%	40 2 1 1 2 45 45 62%	28 1 0 2 31 31 42%	15 0 0 4 19 19 26%	8 0 0 2 10 10 14%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap	49 3 4 17 73 73	1 0 0 3 3 4 4 5% 10:00 AM 30 1	7 1 0 0 3 3 11 11 15%	36 0 1 1 3 40 40 55%	40 1 3 3 47 47 64%	32 2 4 3 41 56% 2:00 PM 92 2	32 0 1 3 3 36 49% 3:00 PM 79 3	39 2 2 3 46 46 63%	48 2 2 3 55 55 75% 55 75%	49 2 1 3 55 55 75%	40 2 1 2 45 45 62% 7:00 PM 43 3	28 1 0 2 2 31 31 42%	15 0 0 4 19 19 26% 9:00 PM 26 0	8 0 0 2 10 14%
Zone 4 Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	1 0 0 3 3 4 4 5% 10:00 AM 30 1 0 0	7 1 0 3 3 11 11 15%	36 0 1 3 40 55%	40 1 3 3 47 47 64% 1:00 PM 82 2 0	32 2 4 3 41 56% 2:00 PM 92 2	32 0 1 3 36 36 49%	39 2 2 3 46 46 63% 4:00 PM 73 2	48 2 2 3 55 55 75% 5:00 PM 69 2	49 2 1 3 55 55 75% 6:00 PM 68 3 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0	15 0 0 4 19 19 26%	8 0 0 2 2 10 10 14% 10:00 PM 10 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	49 3 4 17 73 73 Inventory 136 9 4	1 0 0 3 4 4 5% 10:00 AM 10:00 AM 1 0 0 1 1	7 1 0 3 3 11 11 15%	36 0 1 3 40 40 55% 12:00 PM 51 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0	32 2 4 3 3 41 56% 2:00 PM 92 2 0 1	32 0 1 3 36 36 49% 3:00 PM 79 3 1	39 2 2 3 46 46 63% 4:00 PM 73 2 0	48 2 2 3 55 55 75% 50 PM 69 2 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0	15 0 0 4 19 19 26% 9:00 PM 26 0 0	8 0 0 0 2 2 10 10 14% 10 10 10 10 0 0 0 0 1 1
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	1 0 0 3 3 4 4 5% 10:00 AM 30 1 0 0	7 1 0 3 3 11 11 15%	36 0 1 3 40 55%	40 1 3 3 47 47 64% 1:00 PM 82 2 0	32 2 4 3 41 56% 2:00 PM 92 2	32 0 1 3 36 36 49%	39 2 2 3 46 46 63% 4:00 PM 73 2	48 2 2 3 55 55 75% 5:00 PM 69 2	49 2 1 3 55 55 75% 6:00 PM 68 3 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0	15 0 0 4 19 19 26%	8 0 0 2 2 10 10 14% 10:00 PM 10 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	49 3 4 17 73 73 Inventory 136 9 4	1 0 0 3 4 4 5% 10:00 AM 10:00 AM 1 0 0 1 1	7 1 0 3 3 11 11 15%	36 0 1 3 40 40 55% 12:00 PM 51 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0	32 2 4 3 3 41 56% 2:00 PM 92 2 0 1	32 0 1 3 36 36 49% 3:00 PM 79 3 1	39 2 2 3 46 46 63% 4:00 PM 73 2 0	48 2 2 3 55 55 75% 50 PM 69 2 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0	15 0 0 4 19 19 26% 9:00 PM 26 0 0	8 0 0 0 2 2 10 10 14% 10 10 10 10 10 0 0 0 0 1 1
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 153	1 0 0 3 3 4 4 5% 10:00 AM 30 1 0 0 1 32	7 1 0 3 3 11 11 15% 11:00 AM 32 0 0 1 1 33	36 0 1 3 40 55% 12:00 PM 51 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 0	32 2 4 3 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 1	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 0 33	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 1 27	8 0 0 0 2 10 10 10 10 10 10 10 10 10 10 10 10 10
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4	1 0 0 3 3 4 4 5% 5% 10:00 AM 30 1 0 0 1 32 32	7 1 0 3 3 11 11 15% 11:00 AM 32 0 0 1 33 33	36 0 1 3 40 40 55% 12:00 PM 51 0 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 3 36 36 49% 3:00 PM 79 3 1 1 1 84	39 2 2 3 46 46 63% 4:00 PM 73 2 0 75	48 2 2 3 55 55 75% 55 75% 500 PM 69 2 0 1 72	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46	28 1 0 2 2 31 31 42% 8:00 PM 32 1 0 0 33	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27	8 0 0 0 2 2 10 10 10 14% 10 10 10 10 11 11 11
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 153	1 0 0 3 3 4 4 5% 10:00 AM 30 1 0 0 1 32	7 1 0 3 3 11 11 15% 11:00 AM 32 0 0 1 1 33	36 0 1 3 40 55% 12:00 PM 51 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 0	32 2 4 3 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 1	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 0 33	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 1 27	8 0 0 0 2 10 10 10 10 10 10 10 10 10 10 10 10 10
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 153	1 0 0 3 3 4 4 5% 5% 10:00 AM 30 1 0 0 1 32 32	7 1 0 3 3 11 11 15% 11:00 AM 32 0 0 1 33 33	36 0 1 3 40 40 55% 12:00 PM 51 0 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 3 36 36 49% 3:00 PM 79 3 1 1 1 84	39 2 2 3 46 46 63% 4:00 PM 73 2 0 75	48 2 2 3 55 55 75% 55 75% 500 PM 69 2 0 1 72	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46	28 1 0 2 2 31 31 42% 8:00 PM 32 1 0 0 33	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27	8 0 0 0 2 2 10 10 10 14% 10 10 10 10 11 11 11
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 153	1 0 0 3 4 4 5% 5% 5% 10:00 AM 30 1 1 0 0 1 32 32 21%	7 1 0 3 11 11 15% 11:00 AM 32 0 0 1 1 33 33 22%	36 0 1 3 40 40 55% 12:00 PM 51 0 0 0 51	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 84	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 84	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49%	48 2 2 3 55 55 75% 5:00 PM 69 2 0 0 1 72 72	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 0 2 31 31 42% 8:00 PM 32 1 0 0 0 33 3 33 22%	15 0 0 4 19 19 26% 9:00 PM 26 0 0 0 1 1 27	8 0 0 0 2 110 110 110 110 11 11 11 11 17%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 136 9 4 4 153 153 1 1 1 1 1 1 1 1 1	1 0 0 3 4 4 5% 10:00 AM 30 1 0 1 32 21%	7 1 0 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22%	36 0 1 3 40 55% 12:00 PM 51 0 0 0 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55%	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 95 62%	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 55%	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49%	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 47%	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47%	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22%	15 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18%	8 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73 Inventory 136 9 4 4 153	1 0 0 3 4 4 5% 5% 5% 10:00 AM 30 1 1 0 0 1 32 32 21%	7 1 0 3 11 11 15% 11:00 AM 32 0 0 1 1 33 33 22%	36 0 1 3 40 40 55% 12:00 PM 51 0 0 0 51	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 84	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 84 55%	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49%	48 2 2 3 55 55 75% 5:00 PM 69 2 0 0 1 72 72	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 0 2 31 31 42% 8:00 PM 32 1 0 0 0 33 3 33 22%	15 0 0 4 19 19 26% 9:00 PM 26 0 0 0 1 1 27	8 0 0 0 2 110 110 110 110 11 11 11 11 11 17%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 136 9 4 4 153 153 1 1 1 1 1 1 1 1 1	1 0 0 3 4 4 5% 10:00 AM 30 1 0 1 32 21%	7 1 0 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22%	36 0 1 3 40 55% 12:00 PM 51 0 0 0 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55%	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 95 62%	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 55%	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49%	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 47%	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47%	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22%	15 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18%	8 0 0 0 2 10 10 10 10 10 10 10 10 10 10 10 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	1 0 0 3 4 4 5% 10:00 AM 30 1 32 21% 10:00 AM 5	7 1 0 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22%	36 0 1 3 40 40 55% 12:00 PM 51 0 0 0 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55%	32 2 4 3 41 41 56% 2:00 PM 92 2 0 0 1 1 95 62%	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 84 55%	39 2 3 46 46 63% 4:00 PM 73 0 0 75 75 49% 4:00 PM 27	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 47% 5:00 PM 18	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22%	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 1 27 27 18%	8 0 0 0 2 2 10 10 10 14% 10:00 PM 11 11 7% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	Handicap Take Out Chick-Fii-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	17	1 0 0 3 4 4 5% 10:00 AM 30 1 1 32 21% 10:00 AM 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	7 10 0 3 3 11 11 15% 11:00 AM 32 0 0 1 1 33 22% 11:00 AM 18 1 0	36 0 1 3 40 55% 12:00 PM 51 0 0 0 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55%	32 2 4 3 41 56% 2:00 PM 92 2 0 1 1 95 62% 2:00 PM 26 0	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 1 84 55%	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49%	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 18 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22% 8:00 PM 4 0 0	15 0 0 4 4 19 19 26% Since PM 26 0 0 1 1 27 18% Since PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	8 0 0 0 2 10 10 10 10 10 10 10 10 10 11 11 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	1 0 0 3 4 4 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%	7 10 0 3 11 11 11 15% 11:00 AM 32 0 0 1 1 33 22% 11:00 AM 1 1 0 0	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55% 1:00 PM 22 0 0	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95 62% 2:00 PM 95 0 0 0 0 0	32 0 1 3 36 36 39% 3:00 PM 79 3 1 1 1 84 84 55%	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 0	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 5:00 PM 0 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6:00 PM 6 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22%	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18%	8 0 0 10 10 110 110 110 100 PM 10 0 0 11 11 11 7%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	173 173 173 174 175	1 0 0 3 4 4 5% 10:00 AM 30 1 1 0 1 32 21% 10:00 AM 5 0 0 0 0 0 0	7 10 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22% 11:00 AM 18 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 51 33% 12:00 PM 26 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 555% 1:00 PM 22 0 0 0 0 0 0	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 62% 2:00 PM 26 0 0 0 0	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 55% 3:00 PM 24 2 0 0	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 0 0	48 2 2 3 55 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 18 0 0 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 30% 7:00 PM 6 0 0 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22% 8:00 PM 4 0 0 0 0 0	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18% 9:00 PM 0 0 0 0 0 0 0 0 0 0 0 0	8 0 0 0 2 10 10 11 10 10 10 10 10 10 10 11 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	1 0 0 3 4 4 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%	7 10 0 3 11 11 11 15% 11:00 AM 32 0 0 1 1 33 22% 11:00 AM 1 1 0 0	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 51 33%	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55% 1:00 PM 0 0	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 1 95 62% 2:00 PM 95 0 0 0 0 0	32 0 1 3 36 36 39% 3:00 PM 79 3 1 1 1 84 84 55%	39 2 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 0	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 5:00 PM 0 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6:00 PM 6 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30%	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22%	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18%	8 0 0 10 10 110 110 110 110 110 110 100 0 0 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	173 173 173 174 175	1 0 0 3 4 4 5% 10:00 AM 30 1 1 0 1 32 21% 10:00 AM 5 0 0 0 0 0 0	7 10 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22% 11:00 AM 18 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 51 33% 12:00 PM 26 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 555% 1:00 PM 22 0 0 0 0 0 0	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 62% 2:00 PM 26 0 0 0 0	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 55% 3:00 PM 24 2 0 0	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 0 0	48 2 2 3 55 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 18 0 0 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 30% 7:00 PM 6 0 0 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22% 8:00 PM 4 0 0 0 0 0	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18% 9:00 PM 0 0 0 0 0 0 0 0 0 0 0 0	8 0 0 0 2 10 10 11 10 10 10 10 10 10 10 11 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	17 73 17 136 153 153 163 153 1	1 0 0 3 4 4 5% 10:00 AM 30 1 1 0 1 32 21% 10:00 AM 5 0 0 0 0 0 0	7 10 3 11 11 15% 11:00 AM 32 0 0 1 33 33 22% 11:00 AM 18 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 51 33% 12:00 PM 26 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 555% 1:00 PM 22 0 0 0 0 0 0	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 62% 2:00 PM 26 0 0 0 0	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 84 55% 3:00 PM 24 2 0 0 0 0	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 0 0	48 2 2 3 55 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 18 0 0 0 0	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0 0 0	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 30% 7:00 PM 6 0 0 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22% 8:00 PM 4 0 0 0 0 0	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 18% 9:00 PM 0 0 0 0 0 0 0 0 0 0 0 0	8 0 0 0 2 10 10 11 10 10 10 10 10 10 10 11 11 11
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	173 173 173 174 175	1 0 0 3 4 4 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%	7 11 0 3 111 115% 11:00 AM 32 0 0 0 1 33 33 22% 11:00 AM 18 0 0 0 19	36 0 1 3 40 40 55% 12:00 PM 51 0 0 51 33% 12:00 PM 26 0 0 0 27	40 1 3 3 47 47 64% 1:00 PM 82 2 0 0 84 84 55% 1:00 PM 22 0 0 0 0 0 22	32 2 4 3 41 41 56% 2:00 PM 92 2 0 1 95 62% 2:00 PM 0 0 0 0 0 26	32 0 1 3 36 36 49% 3:00 PM 79 3 1 1 1 84 55% 3:00 PM 24 2 0 0	39 2 3 46 46 63% 4:00 PM 73 2 0 0 75 75 49% 4:00 PM 27 0 0 0 27	48 2 2 3 55 55 75% 5:00 PM 69 2 0 1 72 72 47% 5:00 PM 18 0 0 0 1	49 2 1 3 55 55 75% 6:00 PM 68 3 0 1 72 72 47% 6:00 PM 6 0 0 0 0 0 6	40 2 1 2 45 45 62% 7:00 PM 43 3 0 0 46 46 30% 7:00 PM 6 0	28 1 0 2 31 31 42% 8:00 PM 32 1 0 0 33 33 22% 8:00 PM 4 0 0 0 0 0 4	15 0 0 4 19 19 26% 9:00 PM 26 0 0 1 27 27 18% 9:00 PM 0 0 0 0 0 0	8 0 0 0 2 10 10 11 10 11 11 11 7% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Brea Plaza

1639 E Imperial Hwy, Brea, CA 92821

Tuesday, April 30, 2024

esday, April 30, 20	024														
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	101	30	39	40	49	41	42	35	46	48	40	37	28	14
	Handicap	2	0	0	1	2	2	1	0	1	0	0	0	0	0
Zone 1	Loading	2	0	1	2	0	0	0	0	0	0	1	0	0	0
	Subtotal	105	30	40	43	51	43	43	35	47	48	41	37	28	14
	Subtotai	105	30	40	43	31	43	43	35	41	40	41	31	20	14
		10.5		1 10						4=					
	Total Occupancy	105	30	40	43	51	43	43	35	47	48	41	37	28	14
	Total Percent		29%	38%	41%	49%	41%	41%	33%	45%	46%	39%	35%	27%	13%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	70	23	34	48	58	43	47	50	47	58	64	54	36	9
						1								36 1	
	Handicap	5	1	11	2		3	2	0	2	2	2	2		0
	20 Min.	8	4	7	4	4	7	4	9	5	6	7	6	4	1
Zone 2	Fed Ex. Only	2	0	2	2	0	1	1	2	2	1	2	1	0	0
	Jared Only	2	0	2	0	0	0	1	0	0	2	2	0	0	0
	Take Out	5	0	0	1	2	0	1	2	3	3	2	3	1	1
	Subtotal	92	28	46	57	65	54	56	63	59	72	79	66	42	11
	Total Occupancy	92	28	46	57	65	54	56	63	59	72	79	66	42	11
	Total Percent	92		50%	62%			61%		64%					
	lotal Percent		30%	50%	62%	71%	59%	61%	68%	64%	78%	86%	72%	46%	12%
		Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	172	61	74	80	100	83	76	79	65	66	67	52	44	23
	Compact	30	9	10	15	25	14	11	11	6	13	9	10	7	4
	Handicap	2	0	0	1	0	0	0	1	0	0	0	0	0	0
Zone 3	20 Min.			6	6			7	5						1
	Pick Up	8	4			8	5			5	5	6	5	4	0
		4	0	0	0	3		0	0	1			<u> </u>		
	Subtotal	216	74	90	102	136	103	94	96	77	85	83	68	56	28
	Total Occupancy	216	74	90	102	136	103	94	96	77	85	83	68	56	28
	Total Percent		34%	42%	47%	63%	48%	44%	44%	36%	39%	38%	31%	26%	13%
				•						•				•	
		Inventory	I 10·00 ΔM	1 11:00 AM	12:00 PM	1:00 PM	2·00 PM	3:00 PM	4·00 PM	5:00 PM	I 6:00 PM	7:00 PM	I 8:00 PM	9·00 PM	10:00 PM
	- Damilan	Inventory	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
	Regular	49	8	9	19	16	10	14	22	27	32	35	32	15	6
	Handicap	49 3	8 0	9	19 0	16 1	10 1	14 1	22 2	27 2	32 2	35 2	32 2	15 2	6 1
Zone 4	Handicap Take Out	49 3 4	8 0 0	9 1 0	19 0 1	16 1 0	10 1 0	14 1 0	22 2 0	27 2 0	32 2 0	35 2 3	32	15 2 1	6 1 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	8 0 0 17	9 1 0 9	19 0 1 11	16 1 0 13	10 1 0 15	14 1 0 10	22 2 0 12	27 2 0 15	32 2 0 7	35 2 3 9	32 2 0 7	15 2 1 5	6 1 0 4
Zone 4	Handicap Take Out	49 3 4	8 0 0	9 1 0	19 0 1	16 1 0	10 1 0	14 1 0	22 2 0	27 2 0	32 2 0	35 2 3	32 2 0	15 2 1	6 1 0
Zone 4	Handicap Take Out Chick-Fil-A Delivery	49 3 4 17	8 0 0 17	9 1 0 9	19 0 1 11	16 1 0 13	10 1 0 15	14 1 0 10	22 2 0 12	27 2 0 15	32 2 0 7	35 2 3 9	32 2 0 7	15 2 1 5	6 1 0 4
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	8 0 0 17 25	9 1 0 9 19	19 0 1 11 31	16 1 0 13 30	10 1 0 15 26	14 1 0 10 25	22 2 0 12 36	27 2 0 15 44	32 2 0 7 41	35 2 3 9 49	32 2 0 7 41	15 2 1 5 23	6 1 0 4 11
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17	8 0 0 17 25	9 1 0 9 19	19 0 1 11 31	16 1 0 13 30	10 1 0 15 26	14 1 0 10 25	22 2 0 12 36	27 2 0 15 44	32 2 0 7 41	35 2 3 9 49	32 2 0 7 41	15 2 1 5 23	6 1 0 4 11
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal	49 3 4 17 73	8 0 0 17 25	9 1 0 9 19	19 0 1 11 31	16 1 0 13 30	10 1 0 15 26	14 1 0 10 25	22 2 0 12 36	27 2 0 15 44	32 2 0 7 41	35 2 3 9 49	32 2 0 7 41	15 2 1 5 23	6 1 0 4 11
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	8 0 0 17 25	9 1 0 9 19	19 0 1 11 31	16 1 0 13 30	10 1 0 15 26	14 1 0 10 25	22 2 0 12 36	27 2 0 15 44	32 2 0 7 41	35 2 3 9 49	32 2 0 7 41	15 2 1 5 23	6 1 0 4 11
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy	49 3 4 17 73	8 0 0 17 25	9 1 0 9 19	19 0 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 10 25 25 34%	22 2 0 12 36 36 49%	27 2 0 15 44 44 60%	32 2 0 7 41 41 56%	35 2 3 9 49 49	32 2 0 7 41 41 56%	15 2 1 5 23 23 32%	6 1 0 4 11 11
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73	8 0 0 17 25 25 34%	9 1 0 9 19 19 26%	19 0 1 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 0 10 25 25 25 34%	22 2 0 12 36 36 49%	27 2 0 15 44 44 60%	32 2 0 7 41 41 56%	35 2 3 9 49 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32%	6 1 0 4 11 11 15%
Zone 4	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	8 0 0 17 25 25 34%	9 1 0 9 19 19 26%	19 0 1 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 10 25 25 34% 3:00 PM	22 2 0 12 36 36 49%	27 2 0 15 44 44 60%	32 2 0 7 41 41 56%	35 2 3 9 49 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32% 9:00 PM 30	6 1 0 4 11 11 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap	49 3 4 17 73 73	8 0 0 17 25 25 34%	9 1 0 9 19 19 26%	19 0 1 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 0 10 25 25 34% 3:00 PM 72 4	22 2 0 12 36 36 49% 4:00 PM 76	27 2 0 15 44 44 60%	32 2 0 7 41 41 56%	35 2 3 9 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32% 9:00 PM 30 0	6 1 0 4 11 11 15%
Zone 4 Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73	8 0 0 17 25 25 34%	9 1 0 9 19 19 26%	19 0 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 10 25 25 34% 3:00 PM 72 4 0	22 2 0 12 36 36 49%	27 2 0 15 44 44 60% 5:00 PM 73 1	32 2 0 7 41 41 56%	35 2 3 9 49 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32% 9:00 PM 30	6 1 0 4 11 11 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap	49 3 4 17 73 73	8 0 0 17 25 25 34% 10:00 AM 54	9 1 0 9 19 19 26%	19 0 1 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36%	14 1 0 0 10 25 25 34% 3:00 PM 72 4	22 2 0 12 36 36 49% 4:00 PM 76	27 2 0 15 44 44 60% 5:00 PM 73	32 2 0 7 41 41 56%	35 2 3 9 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32% 9:00 PM 30 0	6 1 0 4 11 11 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min.	49 3 4 17 73 73 Inventory 136 9	8 0 0 17 25 25 34% 10:00 AM 54 1 1	9 1 0 9 19 19 26%	19 0 1 11 31 31 42%	16 1 0 13 30 30 41%	10 1 0 15 26 26 36% 2:00 PM 89 4 0	14 1 0 10 25 25 34% 3:00 PM 72 4 0	22 2 0 12 36 36 49% 4:00 PM 76 1 0	27 2 0 15 44 44 60% 5:00 PM 73 1	32 2 0 7 41 56%	35 2 3 9 49 67%	32 2 0 7 41 41 56%	15 2 1 5 23 23 32% 9:00 PM 30 0 0	6 1 0 4 11 11 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up	49 3 4 17 73 73 Inventory 136 9 4	8 0 0 177 25 25 34% 10:00 AM 1 1 1 1 0 0	9 1 0 9 9 19 26%	19 0 1 11 31 31 42% 12:00 PM 81 4	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1	10 1 0 0 15 26 26 36% 20 PM 89 4 0	14 1 0 0 10 25 25 34% 3:00 PM 72 4 0	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3	27 2 0 15 44 44 60% 5:00 PM 73 1 1 1 2	32 2 0 7 41 41 56% 6:00 PM 78 2 1	35 2 3 9 49 49 67%	32 2 0 7 41 41 56% 8:00 PM 66 0 2	15 2 1 5 23 23 32% 9:00 PM 30 0 0	6 1 0 4 11 11 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	8 0 0 17 25 25 34% 10:00 AM 54 1 0 0 56	9 1 0 9 19 19 26% 11:00 AM 70 4 1 0	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107	10 1 0 15 26 26 36% 20 PM 89 4 0 1 1	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80	22 2 0 12 36 49% 4:00 PM 76 1 0 3 80	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77	32 2 0 7 41 41 56%	35 2 3 9 49 67% 7:00 PM 65 1 2 1 69	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1	15 2 1 5 23 23 23 23 32% Since PM 30 0 0 1 1 31	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 0
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4	8 0 0 177 25 25 34% 10:00 AM 54 1 1 1 0 56 56	9 1 0 9 19 19 26% 11:00 AM 70 4 1 0 75	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107	10 1 0 0 15 26 26 36% 2:00 PM 89 4 0 1 1 94	14 1 0 0 10 25 25 34% 3:00 PM 72 4 0 4 80	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69	15 2 1 5 23 23 32% 9:00 PM 30 0 0 1 1 31	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 23
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	8 0 0 17 25 25 34% 10:00 AM 54 1 0 0 56	9 1 0 9 19 19 26% 11:00 AM 70 4 1 0	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107	10 1 0 15 26 26 36% 20 PM 89 4 0 1 1	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80	22 2 0 12 36 49% 4:00 PM 76 1 0 3 80	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77	32 2 0 7 41 41 56%	35 2 3 9 49 67% 7:00 PM 65 1 2 1 69	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1	15 2 1 5 23 23 23 23 32% Since PM 30 0 0 1 1 31	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 0 23
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 4 153	8 0 0 177 25 25 34% 10:00 AM 54 1 1 1 0 56 56	9 1 0 9 19 19 26% 11:00 AM 70 4 1 0 75	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107	10 1 0 0 15 26 26 36% 2:00 PM 89 4 0 1 1 94	14 1 0 0 10 25 25 34% 3:00 PM 72 4 0 4 80	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69	15 2 1 5 23 23 32% 9:00 PM 30 0 0 1 1 31	6 1 0 0 4 11 11 15% 10 10 PM 23 0 0 0 0 23 23 23
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy	49 3 4 17 73 73 Inventory 136 9 4 4 153	8 0 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 56 37%	9 11 0 9 19 19 26% 11:00 AM 70 4 11 0 75 75	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 107 70%	10 1 0 15 26 26 36% 2:00 PM 89 4 0 0 1 1 94	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 80	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50%	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82	35 2 3 9 49 67% 7:00 PM 65 1 1 2 1 69	32 2 0 7 41 41 56% 8:00 PM 66 0 2 2 1 69 69	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 1 31 20%	6 1 1 0 4 4 111 11 11 15% 100 PM 23 0 0 0 23 23 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73 136 9 4 4 4 153 153 153 Inventory	8 0 0 177 25 25 34% 10:00 AM 54 1 1 1 0 56 56	9 1 0 9 19 19 26% 11:00 AM 70 4 1 1 0 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70%	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 1 94 61%	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 80 80 52%	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50%	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69	15 2 1 5 23 23 32% 9:00 PM 30 0 0 1 1 31	6 1 1 0 4 4 111 11 11 15% 10 PM 23 0 0 0 23 15% 10:00 PM
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 17 73 136 9 4 4 153 153 153 1 1 1 1 1 1 1 1 1	8 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 37%	9 10 9 19 19 26% 11:00 AM 70 4 1 1 0 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 56%	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70%	10 1 0 15 26 26 36% 20 PM 89 4 0 1 1 94 61%	14 1 0 10 25 25 25 34% 3:00 PM 72 4 0 4 80 52%	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50%	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 1 1 31 20%	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 23 23 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73 136 9 4 4 4 153 153 153 Inventory	8 0 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 56 37%	9 1 0 9 19 19 26% 11:00 AM 70 4 1 1 0 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 86	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70%	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 1 94 61%	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 80 52%	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50%	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 2 1 69 69	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 1 31 20%	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 0 23 15%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 17 73 136 9 4 4 153 153 153 1 1 1 1 1 1 1 1 1	8 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 37%	9 10 9 19 19 26% 11:00 AM 70 4 1 1 0 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 56%	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70%	10 1 0 15 26 26 36% 20 PM 89 4 0 1 1 94 61%	14 1 0 10 25 25 25 34% 3:00 PM 72 4 0 4 80 52%	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50%	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 1 1 31 20%	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 23 15%
	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	49 3 4 17 73 73	8 0 0 0 17 25 25 25 34% 10:00 AM 54 1 1 0 56 37% 10:00 AM 7 0 0	9 11 0 9 19 19 26% 11:00 AM 70 4 11 0 75 49%	19 0 1 1 1 1 1 31 31 31 42% 1 1 0 PM 86 56% 1 12:00 PM 6 0 2 2	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70% 1:00 PM 12 0 0	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61%	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 52% 3:00 PM 13 11 2	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50% 5:00 PM 13 1 1	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 82 54% 6:00 PM 13 0 1	35 2 3 9 49 67% 7:00 PM 65 1 2 1 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 1 31 31 20%	6 1 0 4 111 11 15% 10:00 PM 23 0 0 0 23 15%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 17 73 136 9 4 4 4 153 153 153 1 1 1 1 1 1 1 1 1	8 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 56 37%	9 11 0 9 19 19 26% 11:00 AM 70 4 1 0 75 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 86 56%	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70% 1:00 PM 100 0 0	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61% 2:00 PM 11 2 0	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 52% 3:00 PM 3:00 PM 13 1 2 0	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50% 5:00 PM 13 1 1 1 0	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 82 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 1 2 1 69 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 1 31 20% 9:00 PM 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6 1 1 0 4 4 111 11 11 11 15% 10:00 PM 23 0 0 0 23 15% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked	173 173 173 174 175	8 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 37% 10:00 AM 7 0 0 0 4 4	9 11 0 9 19 19 26% 11:00 AM 70 4 1 0 75 49% 11:00 AM 7 0 11:00 AM 0 11:00 AM	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 56%	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70% 1:00 PM 107 0 0 0 0 9	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61% 2:00 PM 11 2 0 0 7	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 80 52% 3:00 PM 13 1 1 2 0 7	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52% 4:00 PM 25 0 0 0	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50% 5:00 PM 13 1 1 1 0 3	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 54% 6:00 PM 13 0 1	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45% 7:00 PM 10 0 11 0 3	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 1 69 45%	15 2 1 5 23 23 32% 9:00 PM 30 0 0 1 1 31 20% 9:00 PM 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 23 15% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal	49 3 4 17 73 73	8 0 0 17 25 25 34% 10:00 AM 54 1 1 0 56 56 37%	9 11 0 9 19 19 26% 11:00 AM 70 4 1 0 75 75 49%	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 86 56%	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70% 1:00 PM 100 0 0	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61%	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 52% 3:00 PM 3:00 PM 13 1 2 0	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 80 52%	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50% 5:00 PM 13 1 1 1 0	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 82 82 54%	35 2 3 9 49 49 67% 7:00 PM 65 1 1 2 1 69 69 45%	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 69 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 1 31 20% 9:00 PM 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6 1 0 4 111 111 15% 10:00 PM 23 0 0 0 23 15%
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Regular Grade Occupancy Total Occupancy Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	17 73 17 136 153 1	8 0 0 17 25 25 34% 10:00 AM 54 1 1 1 0 56 37% 10:00 AM 7 0 0 4 11	9 11 0 9 19 19 26% 11:00 AM 70 4 11 0 75 49% 11:00 AM 7 0 11 0 11:00 AM 11 11:00 AM	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 56% 12:00 PM 6 0 2 0 9 9	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1107 70% 1:00 PM 12 0 0 0 9 9 21	10 1 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61% 2:00 PM 11 2 0 0 7	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 52% 3:00 PM 13 1 2 0 7	22 2 0 12 36 49% 4:00 PM 76 1 0 3 80 52% 4:00 PM 25 0 0 0 6	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50% 5:00 PM 13 1 1 1 0 3 18	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 82 54% 6:00 PM 13 0 1 1 0 1	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45% 7:00 PM 10 0 1 1 0 3 1 14	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 69 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 31 20% 9:00 PM 2 0 0 0 0 0 2	6 1 1 0 4 4 111 11 11 15% 123 15% 15% 15% 10.00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent	173 173 173 174 175	8 0 0 17 25 25 34% 25 34% 10:00 AM 54 1 0 56 37% 10:00 AM 7 0 0 0 4 4 11 11 11	9 1 0 9 19 19 26% 11:00 AM 70 4 1 0 75 49% 11:00 AM 7 0 11:00 AM 1 10 0 11:00 AM 1	19 0 1 1 1 1 1 31 31 31 42% 12:00 PM 81 4 1 0 86 56% 12:00 PM 6 0 0 0 9 9 17 17	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1 107 70% 1:00 PM 107 2 1 109 2 1 1 100 0 0 0 0 9 2 1 2 1	10 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61% 2:00 PM 11 2 0 0 7 20	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 80 52% 3:00 PM 13 1 2 0 7 23	22 2 0 12 36 36 49% 4:00 PM 76 1 0 3 80 52% 4:00 PM 25 0 0 3 3 3 3 3 3 3	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 50% 5:00 PM 13 1 1 0 3 18	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 54% 6:00 PM 13 0 1 1 1 0 3	35 2 3 9 49 67% 7:00 PM 65 1 2 1 69 45% 7:00 PM 10 0 11 0 3 14	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 69 45% 8:00 PM 5 0 0 0 7	15 2 1 5 23 23 32% 9:00 PM 30 0 0 1 31 20% 9:00 PM 2 0 0 0 2 2	6 1 0 4 11 11 15% 10:00 PM 23 0 0 0 23 15% 10:00 PM 0 0 0 0 0 0 0 0 0 0
Zone 5	Handicap Take Out Chick-Fil-A Delivery Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Total Occupancy Total Percent Regular Handicap 20 Min. Pick Up Subtotal Regular Grade Occupancy Total Occupancy Total Occupancy Total Percent Regular Handicap 20 Min. Loading Unmarked Subtotal	17 73 17 136 153 1	8 0 0 17 25 25 34% 10:00 AM 54 1 1 1 0 56 37% 10:00 AM 7 0 0 4 11	9 11 0 9 19 19 26% 11:00 AM 70 4 11 0 75 49% 11:00 AM 7 0 11 0 11:00 AM 11 11:00 AM	19 0 1 11 31 31 42% 12:00 PM 81 4 1 0 86 56% 12:00 PM 6 0 2 0 9 9	16 1 0 13 30 30 41% 1:00 PM 100 4 2 1107 70% 1:00 PM 12 0 0 0 9 9 21	10 1 1 0 15 26 26 36% 2:00 PM 89 4 0 1 94 61% 2:00 PM 11 2 0 0 7	14 1 0 10 25 25 34% 3:00 PM 72 4 0 4 80 52% 3:00 PM 13 1 2 0 7	22 2 0 12 36 49% 4:00 PM 76 1 0 3 80 52% 4:00 PM 25 0 0 0 6	27 2 0 15 44 44 60% 5:00 PM 73 1 1 2 77 77 50% 5:00 PM 13 1 1 1 0 3 18	32 2 0 7 41 41 56% 6:00 PM 78 2 1 1 1 82 82 54% 6:00 PM 13 0 1 1 0 1	35 2 3 9 49 49 67% 7:00 PM 65 1 2 1 69 45% 7:00 PM 10 0 1 1 0 3 1 14	32 2 0 7 41 41 56% 8:00 PM 66 0 2 1 69 69 45%	15 2 1 5 23 23 23 32% 9:00 PM 30 0 0 1 31 20% 9:00 PM 2 0 0 0 0 0 2	6 1 1 0 4 4 111 11 11 11 15% 15% 1000 PM 23 0 0 0 0 23 15% 15% 10:00 PM 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

ATTACHMENT C

RESIDENTIAL PARKING DEMAND SURVEY DATA

Location: Sw Corner Of E Katella Ave & S Westside De Intersection

City: Anaheim,CA Day: Thursday

Date: 04/25/2019

Area	Space Type	Spaces	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Regular	95	49	54	61	66	71	76	78	86
1st Floor	Regular HC	2	0	0	0	0	1	1	1	1
151 F1001	EV	2	0	0	1	1	2	2	2	2
	Guest HC	2	0	0	0	0	0	0	0	0
	Regular	115	32	43	52	58	66	67	71	72
2nd Floor	Regular HC	3	0	0	0	0	0	0	0	0
2110 F1001	EV	2	0	0	0	0	0	0	0	0
	Guest HC	1	0	0	0	0	0	0	0	0
	Regular	115	21	23	34	39	40	45	50	50
3rd Floor	Guest HC	1	1	1	1	1	1	1	1	1
310 F1001	EV	2	1	1	1	1	1	1	1	1
	Regular HC	3	0	0	0	0	0	1	1	1
	Regular	116	29	34	39	44	51	54	56	56
4th Floor	Guest HC	1	0	0	0	0	0	0	0	0
4(1) F1001	EV	2	0	1	1	1	1	1	2	2
	Regular HC	3	0	0	0	0	0	0	0	0
	Regular	115	13	15	20	25	29	31	32	32
5th Floor	НС	4	0	0	0	0	0	0	0	0
	EV	2	0	0	0	0	0	0	0	0
	Regular	45	0	0	0	0	0	0	0	0
6th Floor	Guest	93	2	2	2	2	2	2	2	2
	EV	2	0	0	0	0	0	0	0	0

Notes 1st floor - 3 Spaces blocked, not included in inventory.

Location: Sw Corner Of E Katella Ave & S Westside De Intersection

Date: 04/26/2019 City: Anaheim,CA Day: Friday

Area	Space Type	Spaces	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Regular	95	33	51	62	60	64	66	72	74
1st Floor	Regular HC	2	0	1	1	1	2	2	2	2
15t F1001	EV	2	1	1	1	2	2	2	2	2
	Guest HC	2	0	0	1	1	1	1	1	1
	Regular	115	35	49	55	56	59	64	70	69
2nd Floor	Regular HC	3	0	0	0	0	0	1	1	1
ZIIU FIOOI	EV	2	0	1	1	1	1	2	2	2
	Guest HC	1	0	0	0	0	0	0	0	0
	Regular	115	25	26	29	39	42	48	50	50
3rd Floor	Guest HC	1	0	1	1	1	0	0	1	1
310 F1001	EV	2	0	0	0	0	0	1	1	1
	Regular HC	3	0	0	0	0	0	0	0	0
	Regular	116	31	35	38	43	45	47	49	50
4th Floor	Guest HC	1	0	0	0	0	0	0	0	0
40111001	EV	2	1	1	1	1	2	2	2	2
	Regular HC	3	0	0	0	0	0	0	0	0
	Regular	115	16	20	23	25	29	31	33	33
5th Floor	HC	4	0	0	0	0	0	0	0	0
	EV	2	0	0	0	0	0	0	0	0
	Regular	45	0	0	0	0	0	0	0	0
6th Floor	Guest	93	0	0	0	0	0	0	0	0
	EV	2	0	0	0	0	0	0	0	0

Notes 1st floor - 3 Spaces blocked, not included in inventory.

Location: Sw Corner Of E Katella Ave & S Westside De Intersection

Date: 04/27/2019 City: Anaheim,CA Day: Saturday

Area	Space Type	Spaces	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Regular	95	62	64	65	66	71	69	70	71
1st Floor	Regular HC	2	0	1	1	1	1	1	1	1
151 F1001	EV	2	1	1	1	1	1	1	1	1
	Guest HC	2	0	0	0	0	1	1	1	1
	Regular	115	56	59	61	64	71	75	73	76
2nd Floor	Regular HC	3	0	0	0	0	0	0	0	0
ZIIU FIOOI	EV	2	1	1	0	0	1	1	1	1
	Guest HC	1	0	0	0	0	0	0	0	0
	Regular	115	31	40	46	43	50	52	57	58
3rd Floor	Guest HC	1	1	1	1	1	1	1	1	1
310 F1001	EV	2	2	2	1	0	0	0	0	0
	Regular HC	3	0	0	0	0	0	0	0	0
	Regular	116	35	39	47	50	56	55	59	57
4th Floor	Guest HC	1	0	0	0	0	0	0	0	0
40111001	EV	2	1	1	1	1	1	1	1	1
	Regular HC	3	0	0	0	0	0	0	0	0
	Regular	115	15	19	21	21	21	22	24	26
5th Floor	HC	4	0	0	0	0	0	0	0	0
	EV	2	1	2	2	2	2	1	1	1
	Regular	45	0	0	0	0	0	0	0	0
6th Floor	Guest	93	0	0	0	0	0	0	0	0
	EV	2	0	0	0	0	0	0	0	0

Notes 1st floor - 3 Spaces blocked, not included in inventory. **Project Title** Baker Block - 125 Baker, Costa Mesa - Parking Lot Survey

Parking Occupancy Survey

Date: Thursday, May 2, 2019

	Thursday, May 2, 2019	Inv	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Unmarked Stall	360	134	157	182	191	204	225	238	237
	Handicapped	12	3	4	3	7	4	5	5	4
Parking	Electric	8	2	3	2	4	7	6	8	7
Structure	Motorcycle with car		6	4	5	7	5	7	6	7
	Motorcycle alone		5	2	5	6	4	1	2	2
	Reserved	80	20	27	37	38	43	43	46	47
Office Lot	Guest	5	1	2	2	5	5	5	4	4
Office Lot	Handicapped	1	0	1	1	0	0	0	1	0
	Total Occupancy	466	171	200	237	258	272	292	310	308
	Total Percent	-	37%	43%	51%	55%	58%	63%	67%	66%

Project Title Baker Block - 125 Baker, Costa Mesa - Parking Lot Survey

Parking Occupancy Survey

Date: Friday, May 3, 2019

	Friday,									
	May 3, 2019	Inv	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Unmarked Stall	360	143	166	186	193	206	216	221	236
	Handicapped	12	2	3	6	4	7	6	7	6
Parking	Electric	8	2	2	4	5	7	6	6	7
Structure	Motorcycle with car		2	2	3	3	3	3	3	2
	Motorcycle alone		5	8	5	8	8	9	8	7
	Reserved	80	25	34	38	38	40	43	44	48
Office Lot	Guest	5	5	5	4	4	6	6	6	5
Office Lot	Handicapped	1	1	0	0	0	1	1	0	0
	Total Occupancy	466	185	220	246	255	278	290	295	311
_	Total Percent	-	40%	47%	53%	55%	60%	62%	63%	67%

Project Title Baker Block - 125 Baker, Costa Mesa - Parking Lot Survey

Parking Occupancy Survey

Date: Saturday, May 4, 2019

	Saturday,									
	May 4, 2019	Inv	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Unmarked Stall	360	178	193	205	203	202	206	222	229
	Handicapped	12	4	2	5	4	4	4	5	6
Parking	Electric	8	5	7	6	7	6	6	7	7
Structure	Motorcycle with car		4	3	2	3	3	5	6	6
	Motorcycle alone		8	5	5	8	6	4	4	2
	Reserved	80	32	31	34	33	37	39	39	41
Office Lot	Guest	5	5	5	5	2	5	5	5	5
Office Lot	Handicapped	1	0	0	0	0	0	1	0	1
	Total Occupancy	466	236	246	262	260	263	270	288	297
	Total Percent	-	51%	53%	56%	56%	56%	58%	62%	64%

Location: Rize Apartments, 1100 Synergy

City: Irvine, CA

Date: 6/27/2019 Day: Thursday

Level	Spaces Type	Space	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Regular	62	17	19	26	34	45	47	47	48
	Handicap	5	2	2	2	2	2	2	2	2
1	Clean Air	9	2	5	2	2	6	5	5	5
	Future Resident	2	1	1	2	2	2	2	2	2
	Regular	85	35	36	43	52	60	68	66	68
2	Handicap	3	1	1	1	1	1	1	1	1
	Clean Air	9	5	5	6	6	5	6	6	6
	Regular	86	33	40	46	52	54	62	63	63
3	Handicap	2	0	0	0	1	1	1	1	1
	Clean Air	9	5	5	5	6	6	9	8	8
	Regular	86	45	45	52	49	54	54	56	59
4	Handicap	2	0	0	0	0	0	0	0	0
	Clean Air	9	2	4	5	4	7	8	8	8
	Regular	86	33	40	46	45	48	51	51	53
5	Handicap	2	0	1	1	0	0	1	0	0
	Clean Air	9	0	3	5	6	6	6	6	6
6	Regular	85	34	37	45	39	41	43	44	44
В	Guest	13	4	6	8	8	10	10	11	11

Location: Rize Apartments, 1100 Synergy

City: Irvine, CA

Date: 6/28/2019 Day: Friday

Level	Spaces Type	Space	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
	Regular	62	30	33	41	40	39	44	48	49
1	Handicap	5	3	3	3	2	2	2	2	3
1	Clean Air	9	5	5	4	3	6	7	8	8
	Future Resident	2	0	2	2	2	2	2	2	2
	Regular	85	37	44	45	48	50	54	59	57
2	Handicap	3	1	0	0	1	1	1	1	1
	Clean Air	9	2	5	5	6	8	8	7	7
	Regular	86	48	55	57	57	63	66	65	64
3	Handicap	2	0	0	0	0	0	0	0	0
	Clean Air	9	2	2	4	5	6	7	8	8
	Regular	86	45	43	47	45	47	55	59	61
4	Handicap	2	1	0	0	0	0	0	0	0
	Clean Air	9	1	3	3	3	4	4	6	6
	Regular	86	42	44	50	53	50	53	55	60
5	Handicap	2	0	0	0	0	0	0	0	0
	Clean Air	9	6	7	7	6	6	6	6	6
6	Regular	85	39	33	41	41	42	47	49	49
В	Guest	13	12	13	13	11	12	12	11	11

Location: Rize Apartments, 1100 Synergy

City: Irvine, CA

Date: 6/29/2019 Day: Saturday

Level	Spaces Type	Space	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
1	Regular	62	37	36	35	37	41	42	46	47
	Handicap	5	3	2	2	2	3	3	3	3
	Clean Air	9	3	4	6	6	6	6	6	6
	Future Resident	2	2	2	2	2	2	2	2	2
2	Regular	85	45	47	50	52	55	56	54	56
	Handicap	3	1	1	1	1	1	1	1	1
	Clean Air	9	4	5	5	5	6	6	6	6
3	Regular	86	51	53	54	54	54	54	55	55
	Handicap	2	1	1	2	2	2	1	1	1
	Clean Air	9	6	6	7	7	7	7	7	7
4	Regular	86	47	48	50	53	55	58	58	60
	Handicap	2	0	0	0	1	2	2	2	2
	Clean Air	9	5	5	5	5	4	4	4	5
	Regular	86	45	45	47	49	53	56	58	58
5	Handicap	2	0	0	0	0	0	0	0	0
	Clean Air	9	5	5	6	6	6	6	6	6
6	Regular	85	40	40	41	41	44	46	46	47
	Guest	13	12	12	12	12	13	13	13	13

	Name: Pize Aprilmonts s Name: Chinde free Service: Priling frage Spr	Date: 7 27 147 Pages: of	Chief Protective Services P.O. Box 1806 Corona, CA 92878-1806 1-888-332-4648 PPO# 120156
Time		Remarks	
1	4 153	(4) 307	281 358
1	45 151	303	325 439
	43 65	900	495 457
	42 67	299	446
	8	263	351
	16	245	352
	7	292	353 555
	29	296	555
	35	180	457
1/2	113 116	1-1 309	418
4)	1112 103	247	400
	141 157	24/1	548
	129 770	307	449
	80 159	214	546
	81 160	361	452
	188 291	380	453
	85 163	379	7
	186 169	40	5 518
	191	4-11	3 416
	178	426	0 540
	98	4(6
	78 98 69	426 4(1 **	2
The second			
3	1200 347	(4) 500	416 260
)	111 344	() 490	474 530
	1211 343	41	413 556
	200 347 111 344 241 343 223 341	472	472 (59
	111 344 241 343 223 341 225 242	489	470 412
	225 202	462	. 529 511
	194	(4) 500 490 491 492 485	525 510
	189	49.4 49.3 46.7	476 56 474 536 473 536 472 539 472 539 570 511 525 510 524 501 522 524 501
	190	49.5	522
	192	06.7	- 54
	193	40	533
	1256	The state of the s	1

BREA PLAZA LIVING

5555 East Imperial Hwy Brea, Ca 92821

MASTER SIGN PROGRAM



REVISED 01.11.25 250181-01



PROJECT DIRECTORY

SIGN CRITERIA FOR: BREA PLAZA LIVING

Located at: 5555 EAST IMPERIAL HWY. BREA, CA 92821

LANDLORD

BOSC REALTY ADVISORS, LLC 888 W. Big Beaver Road, Suite 200 Troy, MI 48084 Attn: Wadd Nadhir

PROJECT ARCHITECT

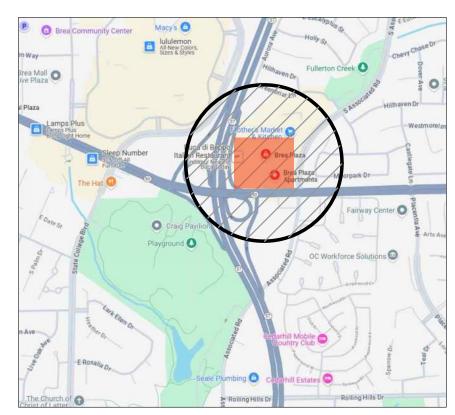
ARCHITECTS ORANGE 144 North Orange Street Orange, Ca 92866 Attn: Jahn Nguyen

CITY PLANNING:

City of Brea

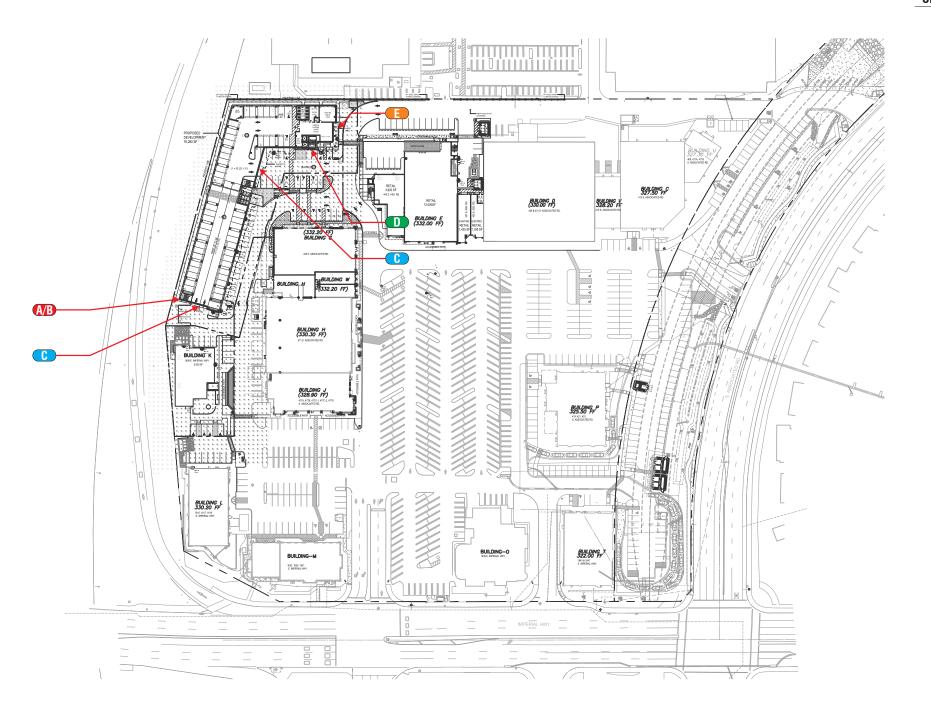
SIGNAGE CONTRACTOR

Signs & Services Co. 10980 Boatman Ave. Stanton, CA 90680 Attn: Cynthia Lima 310-507-4393 cynthia@signsandservicesco.com



LOCATION MAP NOT TO SCALE





IGN TYPE	DESCRIPTION	PAGE
A/B	DEVELOPMENT SIGN (CORNER)	11
C	PARKING EXIT ENTRY WITH BANG BAR	13
D	CANOPY MOUNTED LETTERS & NUMBERS	14
E	CANOPY MOUNTED ADDRESS NUMBERS	15



SCALE: 1" = 150'-0"

I. INTRODUCTION

The purpose of this criteria is to establish sign design standards and general guidelines that assure consistency in quality and necessary to balance maximum identification within an overall harmony of design for the project.

Conformance to these criteria will be strictly enforced. Any installed non-conforming or unapproved signs shall be brought into conformance at the expense of the Tenant and/or his Sign Contractor.

II. APPROVAL PROCEDURE

All signs installed or displayed on the premises of Brea Plaza Living must have written approval of the Landlord/Developer. The aesthetic characteristics of the signs (i.e., placement, size, proportion, colors, textures, method of fabrication, location of transformers and electrical devices, etc.) are subject to the discretionary approval of the Landlord/Developer within the context of this criteria.

Prior to submission to the City of Brea for permits, and prior to construction and installation of any sign or graphic covered by this criteria, tenant must submit professionally prepared drawings of their proposed signage meeting this criteria to Landlord/Developer for review and approval.

Drawings must:

- 1. Depict sign on building elevation with dimensional location and scale.
- 2. Include all specifications for construction and installation, including but not limited to, colors, materials, and illumination details. Following Landlord/Developer approval, Tenant must submit approved drawings to the City of Brea for review and permits prior to construction. All design, processing and construction shall be at the Tenant's sole cost and expense.

III. GENERAL REQUIREMENTS

- All work is to be performed by a professional sign company. Said sign company must be in possession of a current state contractor's license to perform such work.
 Said sign company must maintain a minimum of \$1,000,000 insurance to be working on property.
- 2. Each Tenant shall submit or cause to be submitted an electronic drawing with details drawn to scale, indicating the location, size, layout, design and color of the proposed signs, including all lettering and or graphics to the Landlord/Developer and the City of Brea for approval prior to fabrication. These drawings shall be submitted along with a site plan indicating the location of the lease space on the site, and elevation showing sign placement and lease space width.
- **NOTE:** All sign layouts shall include a digital image of the building frontage with proposed sign in a scaled format to include adjacent tenant signage, if applicable.
- 3. All signs shall be reviewed and approved in writing by the Landlord/Developer for conformance with these criteria and overall design quality as well as Tenant's lease agreement. Approval or disapproval of sign submittal based on aesthetics of a design shall remain the sole right of the Landlord/Developer.
- 4. All signs must comply with current City of Brea planning, zoning, building and electrical codes.
- 5. <u>City Approval and Permits</u>: Upon approval by the Landlord/Developer, Tenant shall secure a sign permit from the City of Brea by submitting proposed drawings (approved by the Landlord/Developer) to the Planning Department. All permits required by the City of Brea for signs and their installation must be obtained and paid for by the Tenant prior to installation.

- All building signs shall be constructed and installed at the Tenant's expense. Tenant is also responsible for the maintenance of their signs.
- 7. In the event a Tenant vacates his premises, Tenant shall be responsible for the removal of any wall and/or logo sign, with all holes being repaired and repainted to match the building exterior.
- 8. Tenant's sign contractor shall repair any damage to any work caused by his actions. Incomplete repairs are the ultimate responsibility of the Tenant.
- 9. Upon notice by the City of Brea or the Landlord / Developer, a Tenant shall be required to repair or refurbish their sign structure, sign face and/or sign illumination within seven (7) working days.
- 10. Window signs as related to logos to be allowed, shop addressing, hours of operation, approved credit card names, emergency telephone numbers, etc., not to exceed a total of 10% of the area of any single window or adjoining window on the same frontage.
- 11. All electrical signage shall bear the Underwriter Laboratories (UL) label of approval. All conduit, transformers, junction boxes, openings in the building surface, etc. shall be concealed. No raceways or sign cabinets (boxes) are allowed. The City of Brea and the Landlord/Developer shall approve the method of installation.
- 12. Tenant is responsible for maintenance and cost of electricity for their own signage. The Tenant or Landlord shall be responsible to provide a designated electrical circuit from electrical panel for their signage. Tenant to provide primary wiring from electrical sub panel to J-box at sign location.



III. GENERAL REQUIREMENTS (cont.)

- 13. Tenant shall be fully responsible for the operations of his sign contractor and shall indemnify, defend and hold harmless the Landlord/Developer and his agents from damages or liabilities resulting from his contractor's work.
- 14. Registered trademarks, herein referred to as Registered Corporate Identity, pertains to corporate logos and logotypes that have been registered and are on file with the UNITED STATES PATENT AND TRADEMARK OFFICE in Washington, D.C.
- 15. Signs not covered by these criteria are subject to prior review and approval of the Landlord/Developer and shall conform to the requirements of the City of Brea Sign Standards and the City Code.
- 16. Sign Manufacturer & U.L. Labels. Sign manufacturer name, & state license number to be inconspicuously labeled & attached on top exterior of the sign letters.

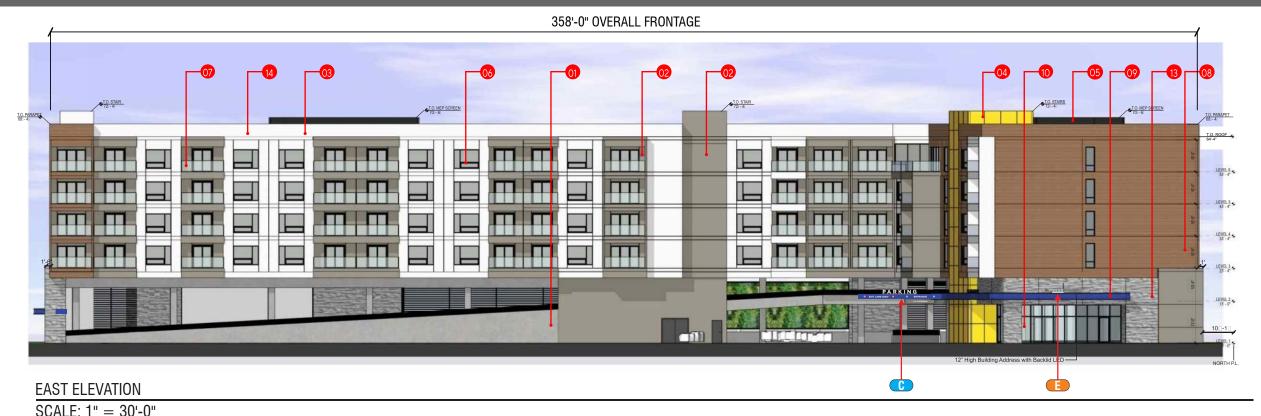
SIGN TYPE EXAMPLES

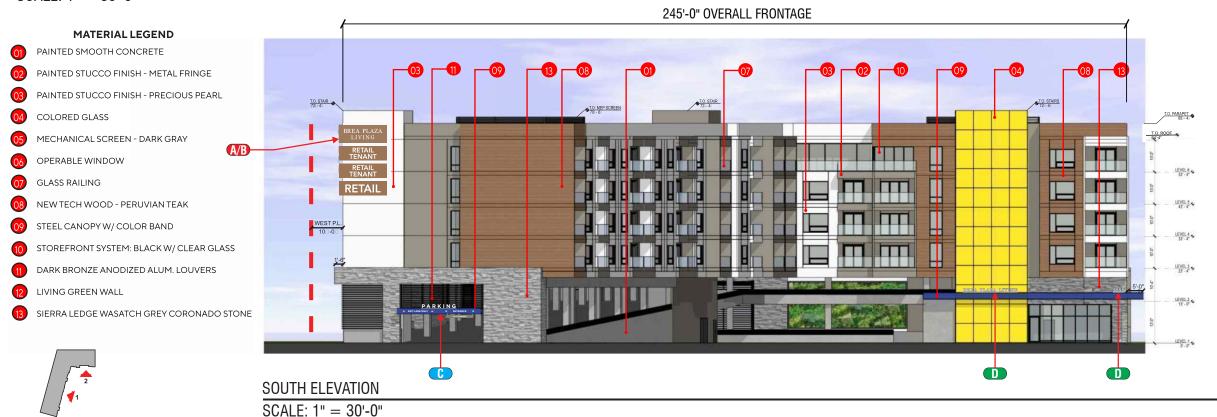
Halo Illuminated Reverse Pan Channel Letters / Logo

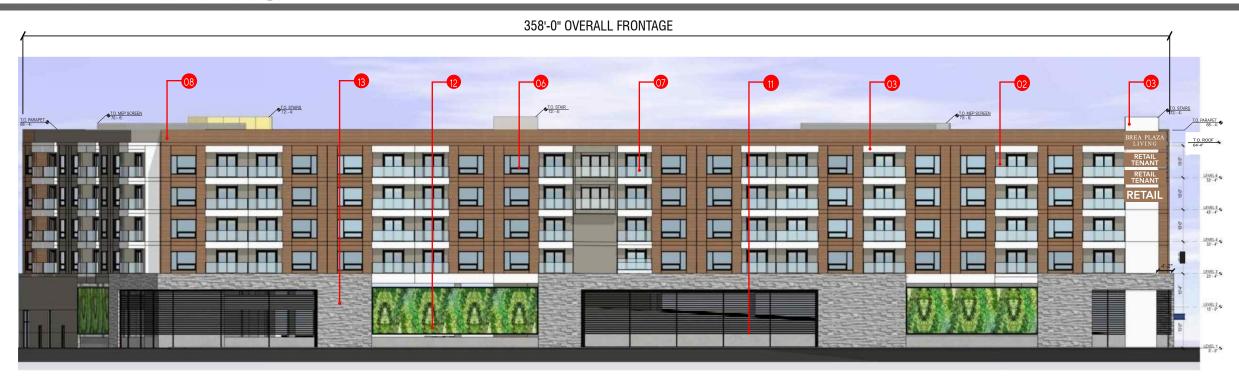


Halo Illuminated Pan Channel Letters / Logo

Letters to be fabricated aluminum, reverse pan channel construction. Aluminum faces and returns to have painted or adodized finishes. Backs to be Clear lexan with min. 1 1/2" stand-offs. Letters / logo to be internally illuminated with LEDs.





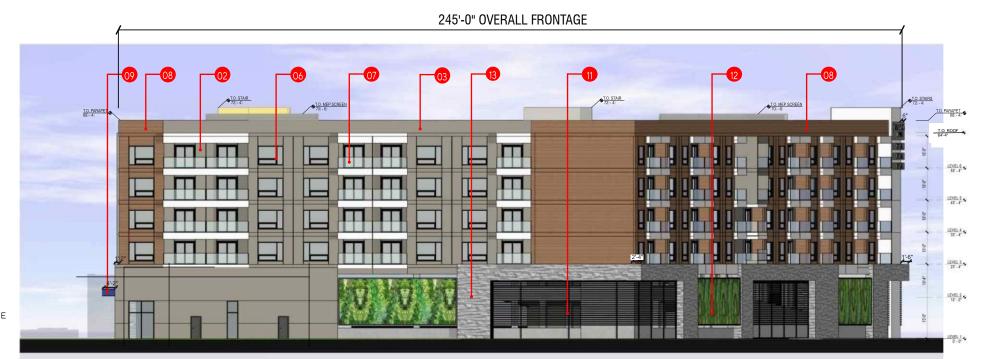


WEST ELEVATION

SCALE: 1'' = 30'-0''



- PAINTED SMOOTH CONCRETE
- PAINTED STUCCO FINISH METAL FRINGE
- PAINTED STUCCO FINISH PRECIOUS PEARL
- 04 COLORED GLASS
- 05 MECHANICAL SCREEN DARK GRAY
- 06 OPERABLE WINDOW
- GLASS RAILING
- 08 NEW TECH WOOD PERUVIAN TEAK
- 09 STEEL CANOPY W/ COLOR BAND
- STOREFRONT SYSTEM: BLACK W/ CLEAR GLASS
- DARK BRONZE ANODIZED ALUM. LOUVERS
- 12 LIVING GREEN WALL
- 13 SIERRA LEDGE WASATCH GREY CORONADO STONE





NORTH ELEVATION

SCALE: 1" = 30'-0"

SIGN A/B WALL MOUNTED DEVELOPMENT SIGN





SOUTHWEST CORNER PERSPECTIVE VIEW

SCALE: NTS



13'-0"

12'-0"

max. tenant space

BREA PLAZA

LIVING

RETAIL

TENANT

SIGN A/B

WALL MOUNTED DEVELOPMENT SIGN

One wall mounted development sign will wrap around the southwest corner of the main building at "Brea Plaza Living". Halo illuminated 3" deep aluminum channel letters attached to aluminum backgrounds. Power supplies located within backgrounds.

The sign area will be all inclusive.

Total maximum allowable sign area for each tenant includes the wall mounted development sign.

Maximum sign height for double line tenant: 1'-6" with a min, 6" between letters or logo. Maximum sign height for single line tenant: 2'-6"

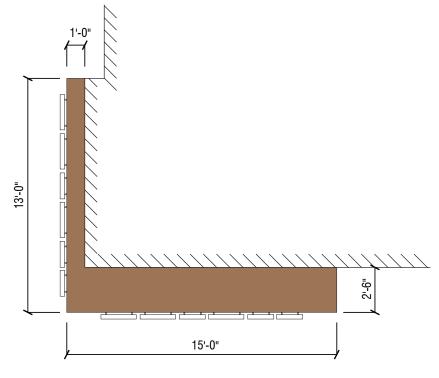
West Elevation

Max. total sign area = 42 s.f.

South Elevation:

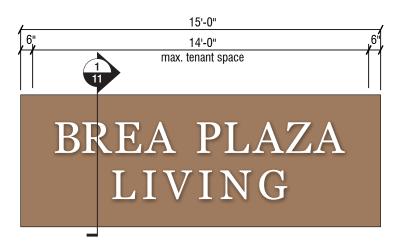
Max. total sign area = 49 s.f.

6" margin around sign background.



PLAN VIEW OF CORNER

SCALE: 3/16" = 1'-0"





TWO LINE LAYOUT



TWO LINE LAYOUT



SINGLE LINE LAYOUT

SOUTH ELEVATION SIDE

X. fenant space max. fenant space max. senant space max. fenant space max. fenant space max. fenant space max. max. fenant space max. max. max. max. max. max.

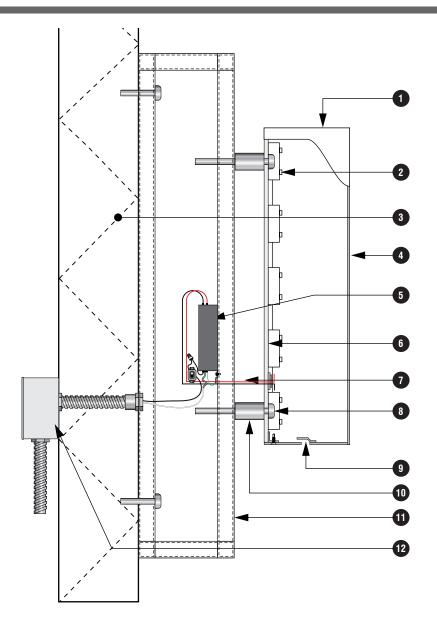
WEST ELEVATION SIDE

FRONT VIEW

5'-6"

SCALE: 1/4" = 1'-0"

TWO LINE LAYOUT



FINAL ELECTRICAL CONNECTION BY CUSTOMER

ALTERNATE ATTACHMENT METHODS

HARDWARE	BUILDING CONSTRUCTION					
MINIMUM FASTENERS	MASONRY	WOOD	METAL / ACM	PLYWOOD / EFIS		
1/4" MIN. BOLTS THRU WALL	х	х	х	REQUIRES BLOCKING BY INSTALLER		
1/4" MIN. LAG BOLTS W/SHIELD	х					
1/4" MIN. LAG BOLTS		х		REQUIRES BLOCKING BY INSTALLER		
1/4" MIN. TOGGLE BOLTS	HOLLOW BLOCK ONLY		х	THRU BOTH PLYWOOD AND EFIS MATERIAL		

CHANNEL LETTERS - HALO LIT

- 1 ALUMINUM RETURN, PAINTED
- 2 LED MODULE
- 3 TYPICAL WALL FRAME/SURFACE 4 ALUMINUM SIGN FACE, PAINTED
- 5 POWER SUPPLY IN ALUMINUM BOX w/DISCONNECT SWITCH
- 6 FROSTED POLYCARBONATE BACK

- 1 LOW VOLTAGE WIRE, NO CONDUIT REQUIRED
- 8 WALL ATTACHMENTS AS REQUIRED, MIN. 4 PER LETTER
- 9 1/4" WEEP HOLE WITH LIGHT SHIELD
- 10 1/2" DIA. ALUMINUM STANDOFF, PAINTED
- 11 ALUMINUM BACKGROUND MOUNTED TO WALL
- 12 JUNCTION BOX WITH PRIMARY ELECTRICAL (BY OTHERS)



ATTACHMENT DETAIL

SCALE: NTS

SIGN C

PARKING EXIT/ENTRY SIGN WITH BANG BAR

Two (2) wall mounted exit and entry signs.

6" Letters and symbols to be 1/2" thick flat cut out with reflective vinyl overlay.

"Parking" letters to be2" deep out freestanding with LED bar light to uplight letters.

Bang bar to be 1" deep x 10" high aluminum bar with reflective vinyl graphics with height limiting information.



FRONT VIEW

SCALE: 3/8" = 1'-0"





BUILDING CORNER PERSPECTIVE

SCALE: NTS

SIGN D

CANOPY MOUNTED FACE LIT CHANNEL LETTERS

One (1) set of canopy mounted 12" high x 2" deep halo lit channel letters mounted to an aluminum countour backer.

Faces to be brushed aluminum with painted returns.

Letters attached to 3" aluminum raceway.

Letters pegged off contour backers by 3/4" for halo lighting.

Illuminated with LED modules with power supply located in raceway

One (1) set of canopy mounted 12" high x 2" deep halo lit channel numbers mounted to an aluminum countour backer.

Faces to be brushed aluminum with painted returns.

Letters attached to 3" aluminum raceway.

Numbers pegged off contour backers by 3/4" for halo lighting.

Illuminated with LED modules with power supply located in raceway



SCALE: 1/2" = 1'-0"



SIGN E CANOPY MOUNTED FACE LIT CHANNEL ADDRESS

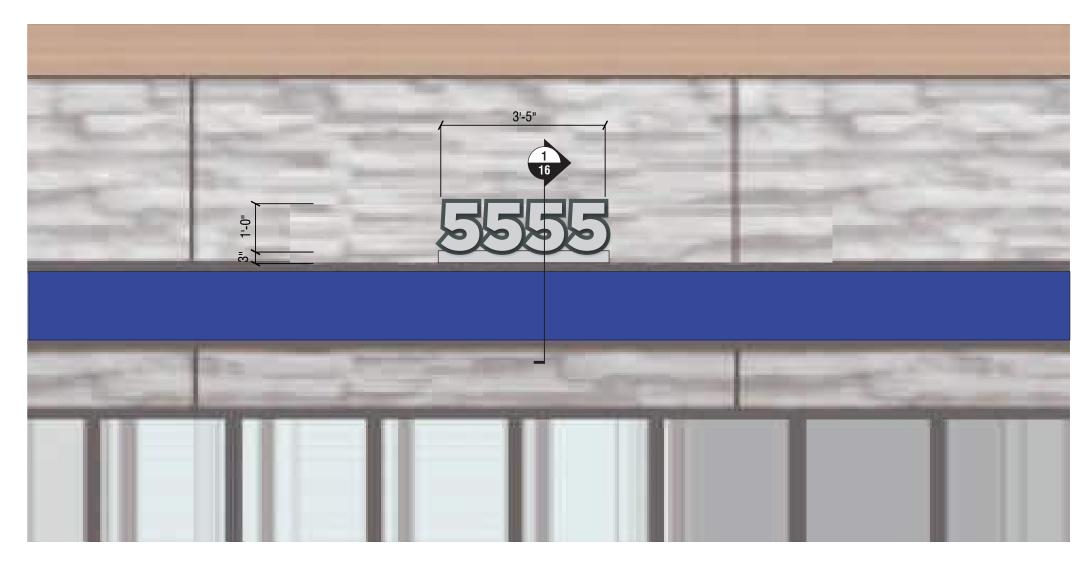
One (1) set of canopy mounted 12" high x 2" deep halo lit channel numbers mounted to an aluminum countour backer.

Faces to be brushed aluminum with painted returns.

Letters attached to 3" aluminum raceway.

Numbers pegged off contour backers by 3/4" for halo lighting.

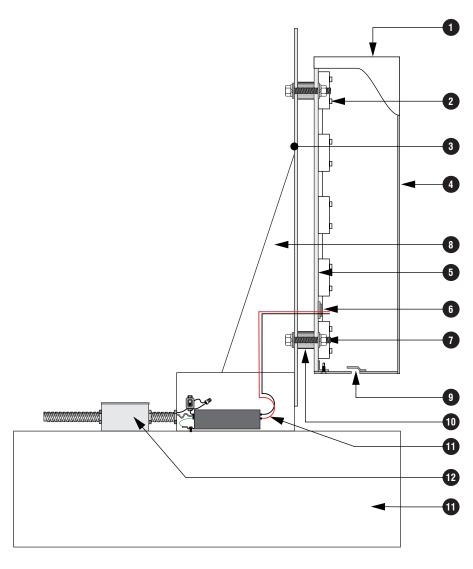
Illuminated with LED modules with power supply located in raceway



FRONT VIEW

SCALE: 1/2" = 1'-0"





FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE MANUFACTURED IN ACCORDANCE WITH ARTICLE 600 OF THE ROPER OF THE REPORT OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

J.L. LABELS REQUIRED

ALTERNATE ATTACHMENT METHODS

HARDWARE	BUILDING CONSTRUCTION						
MINIMUM FASTENERS	MASONRY	WOOD	METAL / ACM	PLYWOOD / EFIS			
1/4" MIN. BOLTS THRU WALL	х	х	х	REQUIRES BLOCKING BY INSTALLER			
1/4" MIN. LAG BOLTS W/SHIELD	Х						
1/4" MIN. LAG BOLTS		Х		REQUIRES BLOCKING BY INSTALLER			
1/4" MIN. TOGGLE BOLTS	HOLLOW BLOCK ONLY		х	THRU BOTH PLYWOOD AND EFIS MATERIAL			

CHANNEL LETTERS - HALO LIT

- 1 ALUMINUM RETURN, PAINTED
- 2 LED MODULE
- 3 ALUMINUM CONTOUR BACKER PANELS
- 4 ALUMINUM SIGN FACE, PAINTED
- 5 FROSTED POLYCARBONATE BACK6 LOW VOLTAGE WIRE, NO CONDUIT REQUIRED
- 7 1/4" THRU BOLTS TO BACKER PANEL, MIN. 4 PER LETTER
- 8 ALUMINUM GUSSET SUPPORTS
- 9 1/4" WEEP HOLE WITH LIGHT SHIELD
- 1/2" DIA. ALUMINUM STANDOFF, PAINTED
- 11 POWER SUPPLY IN ALUMINUM BOX W/DISCONNECT SWITCH
- 12 JUNCTION BOX WITH PRIMARY ELECTRICAL (BY OTHERS)
- 13 EXISTING BUILDING CANOPY



ATTACHMENT DETAIL

SCALE: NTS



888 W. Big Beaver Road, Suite 200, Troy, MI 48084 248.792.5075

www.bosc.com

Brea Plaza Living Narrative March 2025

Introduction

Brea Plaza is the premier shopping center in North Orange County located at the intersection of two major highways, CA-57 and Imperial Highway. The Plaza is situated on 15.58 acres with over 158,000 sf of retail. It is at the center of the affluent city of Brea in the heart of Brea's thriving dining, shopping, and entertainment amenities.

Under BOSC's 32-year ownership, the property has undergone renovations in 1993, 2010, and 2024 to ensure its continued position as a premier shopping center. As a result of this thoughtful stewardship and investment, Brea Plaza is home to tenants such as Total Wine, Mother's Market, Chick-fil-A, Chipotle, Panera, AT&T, FedEx, DSW, Jared's, Lucille's, and more.

As a result of the changed retail environment caused by Covid and evolving shopping, living, and business needs, it is now time for Brea Plaza's next evolution to include a residential component that will allow the Plaza to remain a premier shopping center for Brea residents and visitors. BOSC's recent and proposed updates to the Plaza were carefully crafted in pursuit of the following objectives:

- Replacing an obsolete 1,100 seat movie theater and associated surface parking with usable and vibrant retail space and homes for 120 Brea households, including belowmarket rate units located on-site.
- Reduce the size of the shopping center by 8,000 square feet of retail space thereby reducing traffic from existing project.
- Adapt to the evolution in restaurant business, as 65% of business is now carryout and delivery, further reducing parking required for dining uses.
- Retailers such as Mother's Market, Total Wine, DSW, all of the restaurants, and others have implemented mobile ordering and rapid pickup, thereby reducing parking demand.
- Closing off access to the adjacent Mercury property assures no Brea Plaza traffic goes through the nearby residential neighborhood, thereby keeping traffic off Greenbriar and Redbay. Most drivers accessing the Plaza are anticipated to use Imperial Highway.

Project Data

Property Address: 1639 E. Imperial Hwy, Brea, CA 92821

Legal Description: APN: 319-391-01, 319-391-02, 319-391, 319-391-03, and 319-391-04

PBK 80X PG 42, PAR 1

Concept

- Create a mixed-use project to complement existing retail at Brea Plaza and provide necessary multifamily housing for the City of Brea.
 - O Project includes (4) stories of apartment units with total area of 118,620 sf on top of (2) stories parking structure with total area of 43,451 sf. The parking structure includes a main lobby and supporting office, mailroom and bike room located at the ground level. The apartments include three different unit types spread between level 3 through level 6: studio, one bedroom and two bedrooms. The project includes a fitness center, community room and an outdoor terrace located at the 6th level.
- Prior upgrades to Brea Plaza have introduced a new contemporary architectural style for the shopping center. Building E was recently remodeled (as described below) with contemporary details that harmonize with other local buildings, such as Fogo De Chao and Brea Mall. The proposed apartment project would reinforce this contemporary architectural style at the Plaza.
- Note: The new project differs from the project previously approved by the Planning Commission and City Council in 2022 in that it is a much smaller scale project containing fewer apartments, less parking, and a net reduction in retail space. A separate project at the Plaza was approved on August 8, 2023, and contemplated demolition of a 21,460 sf movie theater and remodeled commercial Buildings E and G, with ground-floor retail and new second floors for office/retail use, with outdoor patios. Improvements to Building G will commence once the ongoing work on Building E is complete. All Building G expansion improvements approved as part of the project will not be completed and the building footprint will remain as shown in the plans for Brea Plaza Living. This 2023 project is currently underway and would not be affected by the currently proposed project.

Existing Conditions

• Zoning: C-G, General Commercial

• Site Size: 15.57 Acres, 678,229 Square Feet

• Building Size: 158,691 Square Feet

Parking: 777 Parking Spaces (754 Parking Stalls + 23 Drive-Thru Queuing Spaces)

New Project

- Requested Entitlements
 - o General Plan Amendment (GPA) No. 2024-01
 - Amendment of the General Plan land use designation from General Commercial to Mixed-Use II
 - o Zone Change (ZC) No. 2024-01
 - Amendment of the zoning designation from General Commercial (Precise Development) to Mixed-Use II (MU-II)
 - State Density Bonus (DB) No. 2024-01
 - Reserving 5% of units for extremely low income households

- As a result, the project qualifies for: (1) unlimited waivers from development standards, as necessary to accommodate the project at the proposed density; and (2) one concession or incentive. The project requests waivers from the height limit, rear setback requirement, and private and common open space requirements. As a concession under state law, the project requests exemption from the Brea Art in Public Places requirement, which would otherwise require the expenditure of an additional 1% of the project's construction costs. These cost savings make it financially feasible for the project to offer 5% of its units to extremely low-income households. The residents of Brea Plaza Living will live in close proximity to existing public art located within the shopping center, as the same was provided in connection with prior improvement projects at the Plaza. Access to these existing art features will enhance daily life at Brea Plaza Living – for residents of the market-rate and below-market-rate units alike. The project also qualifies for four additional incentives under local law and requests deferred payment of development impact fees to certificate of occupancy. As waivers, the project seeks relief from existing height, rear setback, modified landscaping requirements to allow less than a 5-foot landscaped perimeter around the east and south portions of the multifamily building, and private and common open space standards.
- The project also qualifies for a reduced parking ratio, as described in Cal. Gov. Code section 65915(p).
- o Precise Development (PD) No. 2024-01
 - 120 residential units and parking structure
- o Conditional Use Permit (CUP) No. 2024-03 2024-04 & 2025-05:
 - Multi-family dwelling land use
 - An exception or modification to off-street parking requirements for the commercial component of the shopping center is required
 - Master sign program

Apartments – 120 Units – 118,620 SF

- Mix of Studio, 1 Bedroom, and 2 Bedroom units with below-market-rate units located on-site
- 6 Affordable Units (currently targeting 5% of units affordable to extremely low-income households, subject to change)¹ will be available for rent, with access to all amenities in the community (listed below), and constructed concurrently with the market-rate units
 - It is our intention to meet the City's inclusionary housing requirement onsite and not pay in lieu fees.
- Parking Structure 43,451 SF
 - o 95 Spaces
- Surface Parking
 - o 53 Spaces

 $^{^{1}}$ 120 x 0.05 = 6 affordable units

- Minimum of 16 Rapid EV Charging Stations
- Building K Reconstruction
 - Building K will be demolished and replaced with a smaller building (i.e., 7,500 sf existing and approximately 5,000 sf proposed)
- Total New Building Size: approximately 162,071 SF

Parking

- The parking agreement with Mercury Insurance Company expires April 15, 2026
- Brea Plaza Living will fully self-park without the need for off-site parking
 - Mixed-Use property with apartments and retail has run a parking analysis with Arthur Black from LSA, including analyzing parking demand at peak times on multiple peak occasions and Brea Plaza Living fully self-parks.

Brea Plaza Completed Project 2

- Total Brea Plaza Site Building Size: Approximately 320,762 SF
 - Retail, Apartments, Parking Structure
- Total Brea Plaza Site Parking: 789 Parking Spaces (766 Parking Stalls + 23 Drive-Thru Queuing Stalls)

<u>Apartments Amenities – For Apartment Residents Only</u>

- Outdoor Terrace Lounge Area
- Gym/Workout Facility
- Office and Conference Room
- Bike Storage Room

Architectural Style

 Brea Plaza Living will blend with the architectural style of the Brea Plaza retail renovation for a consistent high-quality design, both aesthetically and functionally

Apartments Noise/Sound and Air Quality

- Windows facing the freeway will be equipped with Window STC Ratings of 28-45
- AO applies different exterior surface depths and textures at west freeway side to break down the sound wave. Possibly utilizing certified acoustic window system with high STC rating to improve interior sound quality.

Apartments Trash Service Plan

- Building will have trash chutes.
- Door louvers to allow fresh air intake and circulation and add exhaust fans to allow odors to escape at higher walls and high roof.

Other Additions

² Including existing improvements, completion of current construction, and the proposed project.

- Improve signage for Brea Plaza.
- Improve Plaza and Community Safety.
 - o Camera Surveillance System
 - Register at BreaPD.net

Public Benefits

- · Much needed housing for the City of Brea
- Affordable Housing
- Generate Property Tax Revenue
- New Brea families will send students and funding to the Brea Olinda Unified School
 District which has been dealing with steadily declining enrollment
- Additional Temporary and Permanent Employment Opportunities
- Reducing traffic at Brea Plaza by reducing the retail space by 8,000 square feet
- Synergetic use of Retail and Residential
 - Residential provides much needed support for retail businesses
- Mixed-Use project offers chance to live, shop, and entertain without driving across town
 - Reduces traffic and pollution
- Proper utilization of existing resources/developed land and infrastructure
- EV Charging Stations
- Demand for rental housing
 - o Both younger and older audiences want to rent
 - Housing prices unaffordable and renting is more practical for many
- Appropriate residential density for the project site, lower than would be permitted by invoking certain state housing laws



Memorandum

Date: March 21, 2025

To: Jessica Newton, Senior Planner, City of Brea

From: Jason Brandman, Senior Vice President

FirstCarbon Solutions (FCS)

Subject: Brea Plaza Shopping Center Residential Project-Response to Comments Regarding

Cumulative Projects

Background

In response to comments regarding cumulative impacts received for Brea Plaza Residential Shopping Center Project (Modified Project) during the Planning Commission hearing on March 11, 2025, FirstCarbon Solutions (FCS) is providing the following responses to environmental comments. Planning Commissioner Donini asked whether the certified Final Environmental Impact Report (FEIR)¹ and/or the Addendum Memorandum prepared for the Modified Project analyzed potential cumulative impacts of the Modified Project as a result of the residential project now proposed at 1698-1700 Greenbriar Lane, known as the Greenbriar Residential Development Project.

When, as here, an EIR has been certified for a project, the California Environmental Quality Act (CEQA) prohibits the preparation of a subsequent environmental document unless one of the specific factors in Section 15162 of the CEQA Guidelines is established. Pursuant to CEQA Guidelines Section 15162, once an EIR has been certified for a project, "no subsequent EIR shall be prepared for that project unless," based on substantial evidence:

- Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND [Negative Declaration] due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

PlaceWorks. 2021. Brea Plaza Expansion Project Environmental Impact Report Prepared for the City of Brea. State Clearinghouse No. 2020079022. October 2021.

- 3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the ND was adopted shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or ND;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND;
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative (CEQA Guidelines § 15162 (a); see also Public Resources Code [PRC] § 21166).

The fact that a public agency has approved or contemplated additional development projects, beyond those identified in a certified EIR, does not itself establish any of the factors in CEQA Guidelines Section 15162. There is no requirement in CEQA or the CEQA Guidelines to consider new development projects, beyond those considered in the certified EIR, unless those projects represent "new information" as defined in CEQA Guidelines Section 15162. This memorandum considers whether subsequent development proposals, including an adjacent project, the Greenbriar Residential Development Project, ² contributes to any of the above factors and requires additional analysis.

Cumulative Projects

The Addendum Memorandum for the Modified Site Plan to the FEIR compares the Modified Project with the project evaluated in the certified FEIR and analyzes whether the Modified Project would require further review under CEQA Guidelines Section 15162. The certified FEIR included analysis of 14 cumulative projects in the Project's vicinity which were considered in the cumulative impact analysis for each topical area. These projects are summarized in Table 4-1 of the certified FEIR. The nearest project analyzed for cumulative impacts was the Brea Mall Mixed Use Project, located approximately 0.3 mile to the northwest of the project site, and includes the demolition of a Sears department store to construct a 312-unit apartment building, 50,019-square-foot sporting goods store, 128,000-square-foot health club, and 183,615-square-foot retail space. The largest cumulative project analyzed by the certified FEIR was the Brea 265 Specific Plan, which includes 606 single-family units and 494 multi-family units, and the Beckman Business Center, which includes 522,250 square feet of warehousing, 166,185 square feet of general light industrial, 105,880 square feet of manufacturing, 42,000 square feet of office space, and a 142,350-square-foot fulfillment center. The cumulative analysis performed for the certified EIR was robust, adequate, and appropriate.

² PlaceWorks. 2024. Greenbriar Residential Development Project Draft Environmental Impact Report Prepared for the City of Brea. State Clearinghouse No. 2024071235. December.

The cumulative impact analysis for all topical areas in the certified FEIR determined that no cumulatively considerable impacts would occur, with all the 14 cumulative projects anticipated to proceed to full build-out. Since the FEIR was certified in 2022, new projects have been proposed that were not known and could not have been known at the time the FEIR was certified (PRC § 21166(c); CEQA Guidelines § 15162(a)(3)). Projects submitted since the FEIR was certified could be considered new information under CEQA Guidelines. However, even if the information is new, it only triggers a need for further environmental review if it is of substantial importance to the overall project (CEQA Guidelines § 15162(a)(3)). See No Slo Transit, Inc. v. City of Long Beach (1987) 197 CA3d 241. New information may require preparation of a subsequent EIR if the new information raises significant questions about the key assumptions or information relied on in the previous environmental document. See Security Envt'l Sys. V. South Coast Air Quality Mgmt. Dist. (1991) 229 CA3d 110, 124, Moss v. County of Humboldt (2008) 162 CA4th 1041, (the court held that a statement about some level of increased contamination in a creek did not make any showing that there would be a new significant impact, and thus failed to demonstrate that the new information was "of substantial importance.")

Greenbriar Residential Development Project

The Draft EIR for the Greenbriar Residential Development Project (Greenbriar EIR [SCH No. 2024071235]) is currently under review by the City of Brea (City), and its project site is located directly north of the Modified Project. Prior to the preparation of the Greenbriar EIR, a Notice of Preparation (NOP) was published on July 31, 2024. In addition, the City held a public scoping meeting on August 21, 2024, at the City. The NOP public review period commenced on August 1, 2024, and ended on September 3, 2024. The Greenbriar EIR is dated December 2024, and contains a cumulative projects list that includes the Modified Project.

The Greenbriar Residential Development Project proposes a residential community on a 9.7-acre site at 1698–1700 Greenbriar Lane in the City of Brea. The project site currently contains a vacant 164,908-square-foot office building and a 3-story parking structure. The proposed project involves demolishing these structures and constructing 179 attached residential units. Referencing Table 4-1 of the Greenbriar EIR,³, fifteen cumulative projects in the City are listed on Table 4-1, including the Modified Project.

Although the physical conditions existing when the NOP is published are normally used to establish the baseline for the analysis of cumulative impacts (CEQA Guidelines § 15125(a)(1)), the City has discretion to determine which projects to include in a cumulative impact project list. In exercising its discretion, the City is guided by the basic standard that the cumulative list should include projects when it is reasonable, feasible, and practical to do so, given the information available about the projects, and when failure to include such projects would lead to an inadequate analysis of the severity and significance of the cumulative impacts in question. *Golden Door Props., LLC v. County of San Diego* (2020) 50 Cal.App.5th 467, 529. The City also notes that the CEQA Guidelines specify that location may be an important factor when the location of other projects determines whether they contribute to an impact. Accordingly, to

PlaceWorks. 2024. Greenbriar Residential Development Project Draft Environmental Impact Report Prepared for the City of Brea. State Clearinghouse No. 2024071235. December. Page 4-7 and 4-8.

provide a robust analysis of the potential significance of cumulative development combined with the proposed project, the City's list of cumulative projects is based on several factors including the nature of the resource affected, the location of the cumulative project, and the type of cumulative project, consistent with the direction in CEQA Guidelines Section 15130(b)(2).

In preparing the cumulative projects list, the Greenbriar Residential Development Project consulted with the City and appropriately considered the City's input in this regard. As a result, the Greenbriar Residential Development Project included all cumulative projects suggested by the City in the cumulative impact list, including the Modified Project. These projects were considered in the cumulative impact analysis in each of its topical areas. Additionally, the Traffic Impact Analysis prepared for the Greenbriar Residential Development Project, dated December 4, 2024, included a cumulative impact analysis based on the cumulative projects list prepared for the Greenbriar EIR. Environmental impact analysis for the Greenbriar EIR identified no cumulatively considerable impacts, including transportation, with mitigation incorporated when the 15 cumulative projects were taken into consideration. The Greenbriar EIR mitigated potentially significant impacts related to short-term emissions, pollutant concentrations during construction, archaeological resources, paleontological resources, greenhouse gas (GHG) emissions, lead based paint and asbestos, and Tribal Cultural Resources (TCRs).

Modified Project Cumulative Project Analysis

Analysis for the Greenbriar EIR constitutes substantial evidence that no cumulatively considerable impacts would occur when taking into consideration an expanded list of cumulative projects including the Modified Project and the Greenbriar Residential Development Project. Since the Modified Project was included in the cumulative impact analysis in the Greenbriar EIR with a finding of less than significant impacts, there is substantial evidence available for the City to find that the Modified Project would not cause a new significant impact or result in cumulatively considerable impacts. The evaluation in the certified EIR remains accurate and adequate under CEQA and the CEQA Guidelines. Accordingly, the Greenbriar Residential Development Project does not represent new information of substantial importance.

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

Minutes for the Planning Commission

1 Civic Center Circle, Brea, California 92821 March 11, 2025

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

- Melanie Schlotterbeck, Chair
- Blake Perez, Vice Chair
- Tom Donini. Commissioner
- Bill Madden, Commissioner
- Ted Gribble, Commissioner

1. GENERAL SESSION

1A. Call to Order/Roll Call - Commission

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

1B. Invocation

Pastor Tyler Lemen with Birch Street Friends Church led the invocation.

1C. Pledge of Allegiance

Commissioner Gribble led the Pledge of Allegiance.

1D. Matters from the Audience

Elizabeth Hansberg, co-founder of People For Housing OC, commented on the urgency of housing, commended the City's efforts to meet housing element requirements, and advocated for implementing varied housing programs.

City Planner, Joanne Hwang noted staff received ten written email comments regarding Item 3A and 3B, which had been provided to the commissioner and the public.

2. CONSENT CALENDAR

2A. February 25, 2025 Planning Commission Meeting Minutes-

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

3. PUBLIC HEARINGS

3A. Brea Plaza Shopping Center Apartment Project (Brea Plaza Living) – General Plan Amendment No. 2024-01, Zone Change No. 2024-01, Density Bonus No. 2024-01, Precise Development No. 2024-01 and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05.

Prior to the staff presentation, Commissioner Gribble recused himself due to potential issues with the due process rights of the owner of the project site, based on his involvement in the group that opposed a development project that was previously proposed at the project site.

Jessica Newton, Senior Planner, provided a presentation of the project.

The Planning Commission asked questions regarding the following topics:

- Clarification on the project consideration/approval process
- Cumulative CEQA/EIR Impact
- Clarification on Condition of Approval Nos. 16, 74, and 101
- Whether or not the pedestrian accessway would have gates
- Caltrans traffic study
- Compliance with the State's organic waste requirements
- Clarification what constitutes as health and safety impacts under the State density bonus law
- Potential impacts of the reduced setbacks on accessibility of emergency service vehicles
- Type of signage (illuminated vs lighted)
- Clarification on the parking demand study
- Construction staging areas
- Location for delivery/loading area for packages, move-ins/outs, etc.
- Landscaping plan and plant palette
- Security cameras for bicycle storage room
- The distribution of EV charging stations
- Impact fees, such as park fees and school fees
- Ingress/egress at the property

- Bird-safe balcony glass
- Clarification of the previous project's approval, referendum, and withdrawal
- Easement and separation between two agenda items
- The City's role in coordinating bus routes within the City with Orange County Transit Authority (OCTA)
- Park impact fee and how the City prioritizes the usage of such fee
- The zoning designation of the previous project and the current project
- Clarification on the parking demand study findings
- Shared parking between shopping center and proposed project
- Process for updating parking management plan
- Micro transit program

City Attorney Steven Flower, City Planner Joanne Hwang, Assistant City Manager/Community Development Director Jason Killebrew, Senior Planner Jessica Newton, Traffic Engineer Dave Roseman, and Angela Wolfe from First Carbon Solutions (City's consultant) responded to the commissioners' questions.

Chair Schlotterbeck opened the Public Hearing and invited the applicant to speak.

Project contact, Waad Nadhir of BOSC Realty Advisors, provided a presentation of the project and responded to commissioners' questions with Marice DiPasquale providing additional details.

Chair Schlotterbeck then opened the floor for public comments.

The following members of the public spoke in support of the project:

- Dennis Arp
- Roland Trudell
- Craig Farris
- Son Mai
- Bev Perry
- Dwight Manley

The following members of the public spoke in opposition of the project:

- Carolyn Dail
- Zubin Chichgar
- Moneque Pratt

Chair Schlotterbeck closed the public hearing after noting that no additional members of the public wished to address the Commission. After further discussion and deliberation, a motion was made by Chair Schlotterbeck and seconded by Vice Chair Perez to recommend approval of the project to the City Council, with the following items:

- Addition of a new condition of approval, requiring the Applicant to participate in a microtransit circulation system/program (i.e. trolley system) if such a program becomes available in the future.
- Recommendation that the City Council consider the following:
 - Requiring the inclusion of at least one California-native, drought-tolerant tree in the landscaping plan; and
 - Direct staff to communicate with Orange County Transit Authority (OCTA) regarding potential extension/modification of the existing bus service along Associated Road to accommodate future residential dwelling units in the area.

The motion carried with a vote of 3-0-1-1 with Commissioner Donini's abstention and Commissioner Gribble's recusal.

3B. Environmental Impact Report No. 2024-01, Vesting Tentative Tract Map No. 2024-01, General Plan Amendment No. 2024-02, Zone Change No. 2024-02, Precise Development No. 2024-02, and Development Agreement No. 2024-01: Greenbriar Residential Project (The Village at Greenbriar) at 1698-1700 Greenbriar Lane

Prior to the staff presentation, Commissioner Donini recused himself as he received a campaign contribution in amount that is larger than \$500 from one of the owners of the project site within the last 12 months.

Rebecca Pennington, Senior Planner, provided a presentation of the project.

The Planning Commission asked questions regarding the following topics:

- Parking Enforcement
- MU-II zoning designation

- Clarification on Condition of Approval Nos. 10, 90, 91, and 116
- Fair share cost related to traffic signal at Brea Plaza
- Potential traffic signal at Redbay Avenue/Birch Street
- Clarification on Traffic Study
- Cut-thru traffic in the Glenbrook neighborhood
- Potential traffic calming measures on Aurora Avenue and Greenbriar Lane
- Proposed traffic signal modifications at Greenbriar Lane/Associated Road
- Any shared access of Glenbrook HOA amenities
- Recreation Vehicle storage
- Incorporation of California-native trees in landscaping design
- Traffic volume comparison between office use and proposed residential use
- Clarification on peak period used in the traffic study
- Property owner of the existing "knuckle" on Greenbriar Lane
- Stop signs at the entries to the project site
- Construction staging areas
- Availability of utilities, such as water and power, and whether the existing system would be able to handle increased usage; past water main breaks
- Pedestrian access to/from Brea Plaza
- Project phasing
- Grade difference along Greenbriar Lane
- City of Brea overnight parking permit requirements
- Signage for the Tracks at Brea near project site
- Potential for providing parking over flood control channel
- Need for directional signage
- Crosswalk near school bus stop

Chair Schlotterbeck then opened the Public Hearing and invited the applicant to speak.

The applicant's representative, Peter Carlson of Carlson Strategic Land Solutions, provided a presentation of the project and responded to commissioners' questions.

City Attorney Steven Flower, City Planner Joanne Hwang, Community Development Director Jason Killebrew, Senior Planner Rebecca Pennington, and Traffic Engineer Dave Roseman responded to the commissioners' questions.

Chair Schlotterbeck then opened the floor for public comments.

The following member of the public spoke in support of the project:

Dennis Arp

The following members of the public spoke in partial support of the project, stating that there are still concerns and/or questions:

- Carolyn Dail
- Zubin Chichgar

The following member had comments and questions regarding the project:

Craig Farris

The Following member of the public spoke in opposition of the project:

Bev Perry

Chair Schlotterbeck closed the public hearing after noting that no additional members of the public wished to address the Commission.

After further discussion and deliberation, Motion was made by Commissioner Madden and seconded by Vice Chair Perez to recommend approval of the project to the City Council, with the following items:

- Several revisions and additional conditions of approval were added, as follows:
 - Revision to Condition of Approval No. 90 to require a community engagement for the potential traffic signal modification at Greenbriar Lane/S. Associated Road;
 - Revision to Condition of Approval No. 10 to update language related to pedestrian connection to Brea Plaza;
 - Revision to Condition of Approval No. 8 to require at least one California-native tree;

- A new condition requiring installation of a sign providing direction to The Tracks at Brea;
 and
- A new condition requiring installation of a free book exchange structure.
- Recommendation that the City Council consider the following:
 - Require the Applicant to provide sufficient funds for the City to comprehensively study
 and implement measures that may be needed to address identified issues related to cutthrough traffic within Glenbrook neighborhood;
 - Encourage the Applicant to study feasibility of providing parking over the flood control;
 and
 - Study feasibility of a crosswalk at the new 4-way intersection within Greenbriar Lane to accommodate for a school bus stop during the design phase of the project, and if warranted, require the project to install such crosswalk

The motion carried 4-0-1 with Commissioner Donini's recusal.

4. ADMINISTRATIVE ITEMS

4A. Committee Reports

Commissioner Madden provided an update regarding the Art in Public Places committee.

4B. Informational/Project Updates

None.

5. ADJOURNMENT

Chair Schlotterbeck adjourned the meeting at 10:38 PM

CITY OF BREA DUNCIL NOTICE OF PUBLIC HEARING FOR GEN

CITY COUNCIL NOTICE OF PUBLIC HEARING FOR GENERAL PLAN AMENDMENT NO. 2024-01, ZONE CHANGE NO. 2024-01, DENSITY BONUS NO. 2024-01, PRECISE DEVELOPMENT NO. 2024-01 AND CONDITIONAL USE PERMIT NOS. 2024-03, 2024-04, AND 2025-05: TO ALLOW CONSTRUCTION OF A NEW RESIDENTIAL DEVELOPMENT CONSISTING OF A 120-UNIT APARTMENT BUILDING, A MODIFICATION OF THE OFF-STREET PARKING REQUIREMENTS AND A COMPREHENSIVE SIGN PROGRAM AMENDMENT LOCATED AT 1639 EAST IMPERIAL HIGHWAY.

NOTICE IS HEREBY GIVEN, pursuant to State Law, that a public hearing will be held by the City Council to determine whether or not the subject request shall be approved under the provisions of State Law and the Brea City Code as follows:

DATE AND TIME Tuesday, April 1, 7:00 p.m.

OF HEARING: All interested persons may appear and be heard at that time.

PLACE OF Brea Civic & Cultural Center, Council Chambers

HEARING: 1 Civic Center Circle, Brea, CA 92821

REQUEST: The Applicant, Jahn Nguyen with AO Architects, is requesting the following

entitlements: General Plan Amendment (GPA) No. 2024-01, Zone Change (ZC) No. 2024-01, Density Bonus (DB) No. 2024-01, Precise Development (P-D) No. 2024-01 and Conditional Use Permit (CUP) Nos. 2024-03, 2024-04, and 2025-05 to allow construction of a new residential development consisting of a four-story, 120-unit apartment building with a private terrace atop a two-level parking structure with 95 spaces, a surface parking area with 53 parking spaces, a modification of the off-street parking requirements based on a shared parking analysis and a comprehensive sign program

amendment.

LOCATION: The Project Site is an existing 15.58-acre shopping center known as Brea

Plaza, with the proposed development occurring on an approximately 1.7-acre area located at the northwest corner of the shopping center. The Project Site is located at the northwest corner of South Associated Road and Imperial Highway. The Project Site has a General Plan Land Use designation of General Commercial and a Zoning designation of C-G

General Commercial with P-D Overlay.

PLANNINGAt the March 11, 2025 Planning Commission meeting, the Planning COMMISSION

At the March 11, 2025 Planning Commission meeting, the Planning Commission, on a 3 (ayes) – 1 (abstain) – 1 (recusal) vote, recommended

that the City Council approve the proposed Project, with modified conditions of approval and other recommendations, for City Council consideration, and the Addendum to the Final Environmental Impact Report (EIR) approved for

the Brea Plaza Expansion Project (SCH # 2020079022).

ENVIRONMENTAL: As authorized by the State of California Environmental Quality Act (CEQA)

Guidelines (California Code of Regulations, Title 14, Section 15164), an Addendum to the Final EIR approved for the Brea Plaza Expansion Project (SCH # 2020079022), as certified by the City of Brea by Resolution No. 2022-030, was prepared (EIR SCH No. 2020079022 Addendum No. 1). The 2022 Final EIR analyzed the proposed General Plan Amendment and Zone Change for the Project Site along with a larger mixed-use development project than is currently proposed. Specifically, the Final EIR analyzed a five-story residential structure with 189 residential units atop a three-story parking structure with 397 parking spaces, resulting in an eight-story building. A 21,355-square-foot office component was also analyzed in the Final EIR. The Addendum examines whether the environmental impacts of the proposed Project were addressed in the 2022 Final EIR. The Addendum accessed through the following can be

https://www.cityofbrea.gov/DocumentCenter/View/17716/Brea-Plaza-

Residential-Project-Addendum-Memorandum---COMBINED

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

FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAILING planner@cityofbrea.gov.

Lilian Harris-Neal, City Clerk

MANE

RECOMMENDATION:

Dotice of



March 25, 2025

City of Brea Mayor and Council Members City of Brea 1 Civic Center Circle Brea, CA 92821

Re: Support of Brea Plaza Apartment Project

Dear Honorable Mayor Stewart and Council Members,

I am writing to express our strong support for the proposed Brea Plaza Apartment project. This development represents a thoughtful and much-needed investment in our community that addresses current challenges while preparing for future needs.

Traffic Concerns Are Outdated

While traffic has been a concern in the past, current conditions show a different picture. The Mercury Insurance site, once home to over 1,000 employees, has been largely empty for five years. Other nearby office properties, like the Fairway Center, are also significantly underutilized, resulting in a notable drop in area traffic. Furthermore, with the planned closure of the vehicle access between the Mercury property and Brea Plaza, cut-through traffic will be eliminated entirely.

Parking is More Than Adequate

Parking concerns are often mentioned, but today's retail landscape has shifted. Up to 65% of restaurant business is now take-out or delivery through services popular with younger generations such as DoorDash. This has reduced in-person parking needs. Retailers such as Total Wine, Mother's Market, and DSW have streamlined operations with online ordering and pickup services. Additionally, the removal of the 1,100-seat movie theater, requiring 367 parking spaces, frees up substantial capacity. While a short walk from your car may be required, there is ample parking throughout the site.

Noise Buffers Are Built In

The six-story apartment structure will serve as a sound barrier, significantly reducing freeway noise for the entire area. Moreover, a separate 179-unit residential project proposed on the adjacent Mercury property will further buffer the neighborhood from the freeway and commercial noise.

2025 Executive Committee

Jill Dunn Chair of the Board

Bill Murray Finance & Operations Edward Jones Investments

Ashley Cole Housing Business Success Services

Eric Padilla
Palatable Promotions

Justin Lee

Nicholas T. Spencer Atkinson, Andelson, Loya, Rudd & Romo

2025 Board of Directors

Connie Allred Park Lane Jewelry

Michelle Cummings Credit Union of Southern

Glenn Green White Rhino Marketing

Patrick Verga Newport Printing Solutions

Cindy Kao LHH Recruiting Solutions

> James McGrade Healthcare Property Advisors

Dr. Anastasia Lander Lander Chiropractic

Dave Schutte
Albertsons Distribution
Center

Ross McCune Caisteal Builders

Robert Nevarez HN Financial

> Tim Hou Amazon

Maurice Casaus Embassy Suites

Mike Lehrburger, PE Burns & McDonnell

> George Llerena Republic Services

> > Lacy Schoen President/CEO

The Need for Housing is Real

There is a clear and growing demand for rental housing in Brea, especially for employees working in nearby businesses. With high interest rates and a limited supply of affordable homes, renting is not just a preference, it's a necessity for many individuals and families.

Additional Community Benefits

This project also brings numerous additional benefits. Brea's schools, which are facing declining enrollment, stand to gain from new families moving into the community, as funding follows student enrollment. Local restaurants and businesses, many of which are still recovering from the impacts of COVID, will benefit from the increased customer base. The workforce needs of our local businesses will be supported with this new housing available to their employees, shortening commute times and allowing employees to live in close proximity to work. Finally, the inclusion of over 20 EV charging stations provides much-needed infrastructure on the east side of the 57.

In short, the Brea Plaza Apartment project is well aligned with the current and future needs of our city. On behalf of the Board of Directors, members of the Brea Chamber and the larger business community, we urge you to approve this thoughtful development.

Thank you for your time and your service to our community.

Sincerely

Lacy Schoen

President and CEO

2025 Executive Committee

Jill Dunn Chair of the Board Chevron

Bill Murray Finance & Operations

Ashley Cole
Housing
Business Success Services

Eric Padilla

Palatable Promotions

Nicholas T. Spencer Atkinson, Andelson, Loya, Rudd & Romo

2025 Board of Directors

Connie Allred Park Lane Jewelry

Michelle Cummings Credit Union of Southern Calif

Glenn Green White Rhino Marketing

Patrick Verga Newport Printing Solutions

Cindy Kao LHH Recruiting Solutions

> James McGrade Healthcare Property Advisors

Dr. Anastasia Lander Lander Chiropractic

Dave Schutte Albertsons Distribution Center

> Ross McCune Caisteal Builders

Robert Nevarez

HN Financial

Maurice Casaus Embassy Suites

Amazon

Mike Lehrburger, PE Burns & McDonnell

> George Llerena Republic Services

> > Lacy Schoen President/CEO

From: <u>Jasmine Zhang</u>
To: <u>Brea Planning</u>

Subject: Brea apartments building

Date: Monday, March 24, 2025 8:46:06 PM

Hello,

My name is Ying Zhang, owner of Judy's Pet Grooming, on 467 S Associated Rd, Brea, CA 92821. I am writing this letter in support of the proposed apartment building project that would be located immediately behind my business.

I believe that the new apartment complex is an outstanding opportunity that the city of Brea can not pass up; the influx of new residents not only may result in a richer culture that can be infused in the community, it may also provide a source of new streams of income that the city and businesses in Brea can draw on.

I would also argue for the sake of pragmatism: Brea must not be left behind in the "ways of the world." As other cities move toward creating new streams of revenue and innovation, I believe that the city of Brea can not fall behind progress though the opportunities that this new apartment presents.

I do understand that there may be pushback due to possible increased traffic or overcrowding in our city. I believe that these beliefs should not overshadow the prospect of progress.

In short, the new apartment complex is the next best thing to a windfall; it is an investment in hope that the city and people of Brea can not afford to miss.

Sincerely, Ying Zhang From: Killebrew, Jason

To: <u>Hwang, Joanne</u>; <u>Newton, Jessica</u>

Subject: Fwd: Brea Plaza

Date: Monday, March 24, 2025 12:31:24 PM

FYI

Sent from my iPhone

Begin forwarded message:

From: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Date: March 24, 2025 at 9:20:02 AM HST

To: "Killebrew, Jason" <jasonk@cityofbrea.gov>, "Griffith, Kristin"

<kristing@cityofbrea.gov>
Subject: Fwd: Brea Plaza

Begin forwarded message:

From: Cindy Hyatt

Date: March 23, 2025 at 9:15:51 AM PDT

To: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Subject: Brea Plaza

I am requesting this project not be approved. Too much in a small area, is not safe and no parking. There is little to no parking now. With the project next door at Mercury this is just too much in one area. Too many people living and jammed into a small area. I suggest maybe a shop or another restaurant. There is just not enough space for that many to live in such a small area. I live in Glenbrook and I appreciate you listening. Please vote no. This project was already shut down in 2022. Nothing has changed. Except the proposed housing at Mercury which makes it even worse. Please vote no Thankyou Cindy Hyatt

Sent from my iPhone

From: Killebrew, Jason

To: <u>Hwang, Joanne; Pennington, Rebecca</u>
Subject: Fwd: Brea Plaza Apartments

Date: Monday, March 24, 2025 12:31:58 PM

FYI

Sent from my iPhone

Begin forwarded message:

From: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Date: March 24, 2025 at 9:20:17 AM HST

To: "Killebrew, Jason" <jasonk@cityofbrea.gov>, "Griffith, Kristin"

<kristing@cityofbrea.gov>

Subject: Fwd: Brea Plaza Apartments

Sent from my iPhone

Begin forwarded message:

From: Lulu Gutierrez

Date: March 22, 2025 at 4:26:59 PM PDT

To: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Subject: Brea Plaza Apartments

Good afternoon,

I have been a resident in Brea for 25 years. Part of what attracted me to Brea was that it was clean and not very crowded. That has changed. Implementing even more apartments will only take away greatness from the city of Brea simply because it is already extremely crowded. I work for the city of Los Angeles and look forward coming to Brea where it was always less crowded, clean and safer. I raised my daughter and grandson here as well. Please do not add more apartment buildings to Brea.

Best,

Elvira Gutierrez

From: <u>Killebrew, Jason</u>

To: <u>Hwang, Joanne</u>; <u>Newton, Jessica</u>

Subject: Fwd: Brea plaza

Date: Monday, March 24, 2025 12:32:23 PM

Sent from my iPhone

Begin forwarded message:

From: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Date: March 24, 2025 at 9:20:35 AM HST

To: "Killebrew, Jason" <jasonk@cityofbrea.gov>, "Griffith, Kristin"

<kristing@cityofbrea.gov>
Subject: Fwd: Brea plaza

Sent from my iPhone

Begin forwarded message:

From: DAVID HALE

Date: March 21, 2025 at 9:18:44 PM PDT

To: "Hupp, Cecilia" < CeciliaH@cityofbrea.gov>

Subject: Brea plaza

I am concerned with the extra traffic it will cause and there are not enough parking spaces for residents.

Traffic impacts all residents and we should try to reduce it instead of increase it. Too much in an already highly traffic area. Please vote not to approve this project.

David Hale

Sent from my iPhone

From: Debra Shrider
To: Brea Planning

Subject: RE: Planned Development Associated/Imperial Date: Monday, March 17, 2025 10:43:26 AM

Dear City Planner and Brea Council members:

Traffic and parking are **still the issues of concern** regarding the proposed residential development at Imperial Hwy/Associated Rd.

Two years ago, this proposal was not passed after a great deal of input from area residents about parking and traffic concerns. Those concerns are even more problematic now.

With the Brea Amazon warehouse bringing more trucks on Imperial Hwy, traffic has increased and turning West from Associated onto Imperial is a challenge. Often the intersection is clogged with traffic due to cars trying to access the freeway, and even with a green light on Associated it's impossible to navigate across the intersection.

There are some good food choices at the Brea Plaza, but finding a parking spot is a nightmare, and I've often given up and gone elsewhere. Their claim that carryout and delivery has reduced parking is also ridiculous. The only drive through is Chick-fil-A, and lines at their drive though clog the parking spots nearby, so if you are lucky to find a spot to park, you must wait for the Chick-Fil-A traffic to clear so you can leave..

I scoff at the developers claim that they are committed to enhancing the Brea community by reinvesting in developing a new neighborhood that will create a family-friendly environment for all resident to enjoy life. It's hard to enjoy the restaurants if you can't find a place to park, and it's certainly not enjoyable navigating down Imperial Hwy.

The developers' website says. "It is anticipated that a majority of the traffic will use Imperial Hwy. Traffic studies are underway and as data becomes available it will be shared.

The developer still opines that the project will "will create a place where

you can live, shop, seek entertainment – and never get in a car." The same argument they made previously. Most residents will have two cars, and a two-bedroom unit resident possibly three cars. I seriously doubt that people will 'walk' anywhere!

Additionally, their assertion that replacing the theater will create a net reduction in traffic, is also laughable.

This development will not enhance or benefit the community – only the developers' shareholders and bank account will benefit, and they won't have to live here and deal with the traffic and additional congestion their development has created.

Please, vote down this proposal again! It wasn't good the first time, and it hasn't gotten any better this time!

Thank-you.

Debra Shrider
Park Vista Ct
Fullerton, CA 92835



City Council Regular Meeting Communication

B. Greenbriar Residential Development Project (The Village at Greenbriar) - Environmental Impact Report No. 2024-01, Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), General Plan Amendment No. 2024-02, Zone Change No. 2024-02, Precise Development No. 2024-02, and Development Agreement No. 2024-01.

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	PUBLIC HEARINGS Item: 3B.	
ТО	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

EXECUTIVE SUMMARY

The Applicant, Lennar Homes of California, LLC, has submitted planning entitlements for a project that would demolish an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construct a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park. The proposed project requires certification/approval of the following: 1) Environmental Impact Report (EIR) No. 2024-01; 2) Vesting Tentative Tract Map (TTM) No. 2024-01; 3) General Plan Amendment (GPA) No. 2024-02; 4) Zone Change (ZC) No. 2024-02; 5) Precise Development (PR) No. 2024-02; and 6) Development Agreement (DA) No. 2024-01.

The above-mentioned entitlement herein is referred to as the "Project" or "Greenbriar Residential Development Project."

RECOMMENDATION

Staff recommends that the City Council take the following actions:

- 1. Adopt a resolution (Attachment A) certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2024071235, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
- 2. Adopt resolutions (Attachment B through D) approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval (Attachment G):
 - a. TTM No. 2024-01 (TTM No. 19394), to allow for a subdivision of the Project site for condominium purposes;
 - b. GPA No. 2024-02, to change the land use designation of the Project site from General Commercial to a Mixed Use II land use designation;

- c. PD No. 2024-02, to allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park;
- 3. Introduce by title only and waive further reading of ordinances (Attachments E and F) approving the following entitlements, based on findings and conclusions in the corresponding ordinances:
 - a. ZC No. 2024-02, to change the zoning designation of the Project site from C-G General Commercial Zone with a PD Precise Development Overlay to MU-II Mixed Use II; and
 - b. DA No. 2024-01, for a contract between the Applicant and the City, defining terms of development proposed by vesting the City's approval while specifying public benefits and improvements.
- 4. Schedule adoption of aforementioned ordinances at the next regular City Council meeting.

BACKGROUND

Project Location

The Project site, located at 1698-1700 Greenbriar Lane, is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center. The Project site is currently developed with a 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and was most recently occupied by Mercury Insurance. Vehicle access to the Project site is currently provided by one driveway approach on Greenbriar Lane and an internal access road that connects the Project site to the Brea Plaza Shopping Center along the southern property line. The Project site has a General Plan land use designation of General Commercial and a zoning designation of C-G with a PD Overlay. The Project Vicinity Map with surrounding zoning designations is shown in Figure 1 below.



FIGURE 1 – AERIAL VIEW OF THE PROJECT SITE AND SURROUNDING AREA

Entitlement History

• In 1975, the existing 164,908 square foot office building was approved under Precise Development (PD No. 19-75) and Parcel Map (PM No. 3-75) as part of the Brea Plaza Office Park, which included the Project site and the site that is now occupied by the Brea Plaza Shopping Center.

- In 2005, the construction of the three-level parking structure was approved under Conditional Use Permit (CUP No. 05-02), Precise Development (PD No. 05-01), and Mitigated Negative Declaration (ND No. 05-01).
- Private agreement: The Project site and Brea Plaza Shopping Center are currently under an existing memorandum of understanding (MOU) that allows customers of the Brea Plaza Shopping Center to use approximately 180 parking spaces located at the Project site during normal business hours, and all of the surface parking spaces (approximately 500 spaces) after 5:00 p.m. and on weekends. The MOU expires in April 2026, unless voluntarily terminated by both parties sooner.

Project Processing and CEQA Review Timeline

- On March 27, 2024, the Applicant filed the planning applications for the Project, which included aforementioned entitlements.
- On July 31, 2024, the City issued a Notice of Preparation (NOP) informing the public that an EIR was being prepared for the Project and provided information on the planned scoping meeting. The public comment period began on August 1, 2024 and concluded on September 3, 2024.
- On August 21, 2024, the City held a scoping meeting on the Project's EIR.
- On December 12, 2024, the City issued a Notice of Availability (NOA) to provide the public and agency review of the DEIR. The NOA served as the start of the 45-day comment period for the DEIR, which began on December 13, 2024 and concluded on January 28, 2025.
- On February 25, 2025, the Planning Commission was presented with an introduction to the Project, which
 provided a detailed overview of the Project. The February 25, 2025 Planning Commission staff report can be
 found at: https://weblink.cityofbrea.net/WebLink/DocView.aspx?id=188815&dbid=0&repo=BREA-DOCS
- On March 5, 2025, the City released the draft FEIR and response to comments.
- On March 11, 2025, the Planning Commission held a duly noticed public hearing to review the Project. Refer
 to the Planning Commission Recommendation section of this report for more details.

DISCUSSION

Project Description

The Applicant proposes to demolish an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construct a residential development consisting of 179 for-sale, single-family units (detached and attached), including landscaping and common open space areas, which would include a private park.

Figure 2 below illustrates the proposed Project Layout (Attachment N – Illustrative Site Plan). A summary of the Project components is provided below in Table 1.

FIGURE 2 – PROPOSED PROJECT LAYOUT



TABLE 1 - OVERVIEW OF PROJECT COMPONENTS

Project Component	Description
Site Plan and Circulation	The Project layout includes row of buildings along the northern, eastern, and southern property lines as well as smaller vertical rows of buildings towards the center of the development. The site would be accessed via two new vehicular connections along Greenbriar Lane.
Building Types	The Project would include 67 buildings consisting of three different housing products – The Courts, The Villas, and The Yards
Landscaping and Open Space	The Project would provide 104,785 square feet of ornamental landscaping throughout the site, including both parameter and internal landscaping areas. The proposed landscaping area includes a 8,565 square-foot private park.
Development Standards	The Project complies with a majority of the development standards established for the MU-II zoning district, except three that are not being met, which includes minimum street side setback, minimum rear setback, and minimum parking requirements. The Applicant would either be required to update the Project plans to comply with the applicable development and/or obtain subsequent approval of a MCUP or any other available administrative permit for the requested modification of standards.
Parking	The Project provides a total of 397 parking spaces, of which 342 spaces are enclosed garage spaces and 55 spaces are exterior guest parking spaces. See Development Standards section of this Table for the required action.

	The draft DA is provided as Attachment Q. Through the DA,
	the Applicant provides options on how the Project would
	satisfy the City's affordable housing requirement, which
Development Agreement	includes an option of providing an off-site affordable
	housing project that exceeds the City's affordable housing
	requirement. The DA also provides for the Applicant's
	funding contribution towards a post-construction study.

The detailed Project description can be found in the February 25, 2025 (link provided above) and March 11, 2025 Planning Commission Staff Report, which is Attachment H of this report.

Also, the Technical Background, Vicinity Map, Project Application, Project Description, Illustrative Site Plan, Civil Sheets, and Floor Plans and Elevation are provided as Attachments J through P, respectively.

ANALYSIS

A summary of the entitlements for the proposed Project, and its consistency/compliance with requirements are included in Table 2 below:

TABLE 2: OVERVIEW OF PROJECT ENTITLEMENTS

Entitlement	Request	Complies with BCC and General Plan
General Plan Amendment No. 2024-02	Change the General Plan land use designation of the Project site from General Commercial to Mixed-Use II	Yes
Zone Change No. 2024-02	Change the zoning designation of the Project site from C-G General Commercial with a PD Overlay to MU-II Mixed-Use II	Yes*
Vesting Tentative Tract Map No. 2024-01	To allow for a subdivision of the Project site for condominium purposes	Yes
Precise Development No. 2024-02	To allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park	Yes*
Development Agreement No. 2024-01	To allow a contract between the Applicant and the City, defining terms of development proposed by vesting the City's approval while specifying public benefits and improvements	Yes

* The Project does not meet the following development standards: 1) minimum street side setback; 2) minimum rear setback; and 3) minimum parking requirements. In order to ensure compliance with the Brea City Code, the draft Conditions of Approval (Attachment I) requires the Applicant to either update the Project plans to comply with the applicable development standard and/or obtain subsequent approval of a MCUP or any other available administrative permit for the requested modification of standards.

A detailed analysis of the proposed Project consistency and compliance with the General Plan and Brea City Code is provided in the March 11, 2025 Planning Commission staff report (Attachment H) and the associated resolutions and ordinance attached to this report.

ENVIRONMENTAL ASSESSMENT

The City, as the lead agency with the assistance of PlaceWorks, prepared an EIR in authority and criteria contained in the CEQA Guidelines and the environmental regulations of the City. An EIR is the highest level of environmental review under CEQA.

Draft EIR Summary:

- 20 environmental topics were reviewed.
- There were no topics analyzed that resulted in significant and unavoidable impacts.
- · Six topics that were found not to be significant:
 - · Agriculture and Forest Resources
 - Biological Resources
 - Geology and Soils
 - Hydrology and Water Quality
 - Mineral Resources
 - Wildfires
- Nine topics that resulted in a less than significant/no impact without mitigation:
 - Aesthetics
 - Energy
 - Land Use and Planning
 - Noise
 - Transportation
 - Utilities and Services Systems
 - Population and Housing
 - Public Services
 - Recreation
- Five topics that resulted in a less than significant impact with mitigation incorporated:
 - Air Quality
 - Cultural and Paleontological Resources

- Tribal Cultural Resources
- Greenhouse Gas Emissions
- Hazards and Hazardous Material

Final Environmental Impact Report (FEIR) Certification

A FEIR has been prepared pursuant to Section 15132 of the CEQA Guidelines, which contains response to agency and public comments made on the Draft EIR and a summary of revisions to the Draft EIR resulting from comments. CEQA Guidelines Section 15090 requires that, prior to approving a Project for which an EIR has been prepared, the lead agency shall certify that:

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

Along with the Final EIR, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared, which memorializes the proposed mitigation measures, along with the Draft Findings of Fact (FOF), which provides conclusions and findings required by the CEQA Guidelines. The FEIR can be accessed on the following link (https://www.cityofbrea.gov/DocumentCenter/View/17708/Final-EIR?bidId), and MMRP and FOF are provided as Attachments R and S, respectively. The other environmental documents for the Project, including the NOP, NOA, and DEIR, can also be accessed on the following link: https://www.cityofbrea.gov/166/Projects-in-Process.

PLANNING COMMISSION RECOMMENDATION

On March 11, 2025, the Planning Commission, on a 4 (ayes) - 1 (recusal) vote, approved a resolution recommending City Council certification of the EIR and approval of all associated entitlements for the Project. As part of this approval, the Planning Commission included several revisions and addition of new conditions of approval, which included requiring a community engagement for the potential traffic signal modification at Greenbriar Lane/Associated Road, updating language related to pedestrian connection to Brea Plaza, requiring at least one California-native tree in the plant palette, installation of a sign providing direction to The Tracks at Brea, and installation of a free book exchange structure.

In addition, the Planning Commission recommended that the City Council consider the following:

- Require the Applicant to provide sufficient funds for the City to comprehensively study and implement
 measures that may be needed to address identified issues related to cut-through traffic within Glenbrook
 neighborhood;
- Encourage the Applicant to study feasibility of providing parking over the flood control; and
- Review feasibility of a crosswalk at the new 4-way intersection within Greenbriar Lane to accommodate for a school bus stop during the design phase of the project, and if warranted, require the Project to install such crosswalk.

It should be noted that the Applicant has agreed to provide funding that would allow the City to conduct a comprehensive study of the Glenbrook neighborhood (west of Associated Road) to analyze various traffic conditions post-construction of the Project, including, but not limited to, cut-through traffic, traffic signal warrants and traffic calming measures, and to implement any improvement measures identified in such study. Refer to the Draft Development Agreement (Attachment Q) for more details.

The draft meeting minutes of March 11, 2025 Planning Commission meeting is Attachment I of this report.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved mailed notices sent to property owners within 500-feet of the Project site, and publication in the Brea Star-Progress. The public hearing notice for the Project is provided as Attachment T. As of writing this report (Tuesday, March 24, 2025), no public comment has been received. All additional comments will be forwarded to the City Council.

FISCAL IMPACT/SUMMARY

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

CONCLUSION

The Project is consistent with the goals and policies of the General Plan, including the City's 6th Cycle Housing Element, and a majority of the provisions of the BCC. For the three development standards that are deviating from the provisions of the BCC (i.e. minimum street side setback, minimum rear setback, and minimum parking requirements), the Applicant would either be required to update the Project plans to comply with the applicable development and/or obtain subsequent approval of a MCUP or any other available administrative permit for the requested modification of standards. The Project offers a high-quality residential product on an underutilized site and provides pedestrian connectivity between the commercial uses at the Brea Plaza Shopping Center and a transitional buffer for the existing residential neighborhood to foster a vibrant mixed-use area. In addition, the environmental analysis prepared as part of the EIR concluded that there are no significant and unavoidable impacts. It is for the reasons discussed and the information provided within this report and its attachments that staff recommends that the City Council certify the EIR prepared for the Project and adopt all necessary resolutions and ordinances to approve the Project.

RESPECTFULLY SUBMITTED:

Prepared by: Rebecca Pennington, Senior Planner

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

Joanne Hwang, AICP, City Planner

ATTACHMENTS:

A. EIR Certification Resolution

B. TTM No. 2024-01 Resolution

C. GPA No. 2024-02 Resolution

D. PD No. 2024-02 Resolution

E. ZC No. 2024-02 Ordinance

F. DA No. 2024-01 Ordinance

G. Draft Conditions of Approval

H. March 11, 2025 Planning Commission Staff Report

I. March 11, 2025 Draft Planning Commission Meeting Minutes

J. Technical Background

K. Vicinity Map

L. Project Application

M. Application's Project Description

N. Illustrative Site Plan

- O. Civil Sheets
- P. Floor Plans and Elevations
- Q. Draft Development Agreement
- R. Mitigation Monitoring and Reporting Program (MMRP)
- S. Findings of Fact (FOF)
- T. Public Hearing Notice

Attachments

Attachment A - EIR Certification Resolution.pdf

Attachment B - TTM No. 2024-01 Resolution.pdf

Attachment C - GPA No. 2024-02 Resolution.pdf

Attachment D - PD No. 2024-02 Resolution.pdf

Attachment E - ZC No. 2024-02 Ordinance.pdf

Attachment F - DA No. 2024-01 Ordinance.pdf

Attachment G - Conditions of Approval.pdf

Attachment H - March 11, 2025 PC Staff Report.pdf

Attachment I - March 11, 2025 PC Draft Minutes.pdf

Attachment J - Technical Background.pdf

Attachment K - Vicinity Map.pdf

Attachment L - Project Application.pdf

Attachment M - Applicant's Project Description.pdf

Attachment N - Illustrative Site Plan.pdf

Attachment O - Civil Sheets.pdf

<u>Attachment P - Floor Plans & Elevations</u>

Attachment Q - Draft Development Agreement.pdf

Attachment R - Mitigation Monitoring and Reporting Program (MMRP).pdf

Attachment S - Findings of Fact (FOF).pdf

Attachment T - Public Hearing Notice.pdf

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND MITIGATION MONITORING AND REPORTING PROGRAM REGARDING THE SAME

A. <u>RECITALS</u>:

- (i) Lennar Homes of California, LLC has applied for approval of the Greenbriar Residential Development Project, which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01), which would allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), for that certain real property located at 1698-1700 Greenbriar Lane and further legally described as Assessor Parcel Number 319-102-34, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center.
- (iii) The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a PD

Resolution No. 2025-22

Page 2

Applicant: Lennar Homes of California, LLC

EIR No. 2024-01

Precise Development Overlay. GPA No. 2024-02 would amend the General Plan Land

Use designation of the Project Site from General Commercial to Mixed Use II.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act (CEQA), Public Resources Code § 21000 et seq. The City

circulated the Notice of Preparation of the EIR for a 30-day public review with a

comment period from August 1, 2024 to September 3, 2024; held a public scoping

meeting to receive comments on the appropriate scope of the EIR on August 21, 2024;

and circulated the Draft EIR for a 45-day public review with a comment period from

December 13, 2024 to January 28, 2025.

(v) The Final EIR for the Project (State Clearinghouse No. 2024071235)

consists of the Draft EIR, public comments on the Draft EIR, the City's responses to

those comments, and revisions to the Draft EIR that clarified, amplified, or made

insignificant modifications to the document and did not change it in any way that

deprives the public of a meaningful opportunity to comment upon a substantial adverse

environmental effect or a feasible way to mitigate or avoid such an effect.

(vi) Pursuant to Public Resources Code Section 21081 and CEQA Guidelines

Section 15091, the City has prepared CEQA Findings of Fact (FOF) regarding the Final

EIR (CEQA Findings), which is attached as Exhibit A to this Resolution.

(vii) Pursuant to Public Resources Code Section 21081.6, the City has prepared

a Mitigation Monitoring and Reporting Program (MMRP) for the Project, which is

attached as Exhibit B to this Resolution.

3091055.2

(viii) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the EIR and

approve the Project subject to modified Conditions of Approval and additional

recommendations to be considered by the City Council.

(ix) On April 1, 2025, the City Council held a noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Resolution is based are kept by the

City of Brea Community Development Department, located at 1 Civic Center Circle,

Brea, California 92821.

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

B. **RESOLUTION**:

NOW, THEREFORE, the City Council of the City of Brea does find, determine,

and resolve as follows:

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

SECTION 2. This Resolution is based on facts set forth above, the entirety of the

evidence presented at the above-referenced public hearing, including all written

evidence and testimony presented during the hearing, and the independent judgment of

the City Council.

Resolution No. 2025-22

Page 4

Applicant: Lennar Homes of California, LLC

EIR No. 2024-01

SECTION 3. The City Council approves and adopts CEQA FOF found in Exhibit

A and the MMRP found in Exhibit B, which are incorporated herein as though set forth

in full. All mitigation measures described in the MMRP shall be binding upon the Project

and the persons assigned in the MMRP to implement such measures.

SECTION 4. The City Council certifies as follows:

a. The Final EIR for the Project has been completed in compliance with

CEQA.

b. The Final EIR for the Project was presented to the City Council and the

City Council reviewed and considered the information contained in the Final EIR prior to

deciding whether to approve the Project.

c. The Final EIR for the Project reflects the City's independent judgement

and analysis.

SECTION 5. City staff shall file a Notice of Determination regarding the Final EIR

with the County of Orange within five working days of final Project approval.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 1st day of April 2025.

		Blair Stewart, Mayor	
ATTEST:			
	Lillian Harris-Neal. City Clerk	-	

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 1st day of April 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Resolution No. 2025-22

Applicant: Lennar Homes of California, LLC

COUNCIL MEMBERS:

Page 5

ABSTAIN:

Dated:

Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING VESTING TENTATIVE TRACT MAP NO. 2024-01 (TTM 19394) FOR RESIDENTIAL CONDOMINIUM PURPOSES ON A 9.7-ACRE SITE FOR THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT AT 1698-1700 GREENBRIAR LANE

A. RECITALS:

- (i) Lennar Homes of California, LLC has applied for approval of the Greenbriar Residential Development Project, which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01), which would allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), for that certain real property located at 1698-1700 Greenbriar Lane and further legally described as Assessor Parcel Number 319-102-34, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center.
- (iii) The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a P-D

Resolution No. 2025-24

Page 2

Applicant: Lennar Homes of California, LLC

TTM No. 2024-01 (TTM No. 19394)

Precise Development Overlay. GPA No. 2024-02 would amend the General Plan Land

use designation of the Project Site from General Commercial to Mixed Use II.

(iv) TTM No. 2024-01 (TTM No. 19394) would allow for a subdivision of the

Project Site for condominium purposes to construct a total of 179 for-sale residential

units, including landscaping and common open space areas, which would include a

private park.

(v) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act (CEQA), Public Resources Code § 21000 et seq. By

adoption of a separate resolution, the City Council certified the Final EIR and adopted a

Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact for the

Project.

(vi) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the Final

EIR and approve the Project subject to modified Conditions of Approval and additional

recommendations to be considered by the City Council.

(vii) On April 1, 2025, the City Council held a noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Resolution is based are kept by the

3091053.2

City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

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

B. **RESOLUTION**:

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

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. <u>Finding:</u> The proposed map is consistent with the applicable General Plan and specific plans;

Fact: The Project Site currently has a General Plan Land Use designation of General Commercial. As part of the Project request, GPA No. 2024-02 would amend the General Plan Land Use designation of the Project Site from General Commercial to Mixed Use II. "The Mixed Use II designation provides opportunities for the coordinated development of urban villages that offer a diverse range of complementary land uses in close proximity to one another. Either vertical or horizontal integration of uses is permitted, with an emphasis on tying together the uses with pedestrian linkages." With the approval of GPA No. 2024-02, TTM No. 2024-01 (TTM No. 19394) would be consistent

with the Brea General Plan as it would allow for the construction of a housing

development consisting of 179 for-sale units. Specially, TTM No. 2024-01 (TTM

No. 19394) would adhere with Goal CD-1 and Policies CD-1.1, CD-1.5, and CD-

1.9, and Housing Element Goal 2.0 and 3.0 in that the Project would allow for a

development that integrates and provides 179 for-sale single-family detached

and attached housing units in an area that has a mixture of land uses.

Additionally, the Project would assist in achieving the City's 6th Cycle Housing

Element regional housing needs allocation and would provide residential units in

a range of bedroom sizes, square footages, design, and cost since the Applicant

intends to satisfy the City's affordability housing requirements by providing

affordable housing at an off-site location. The proposed map would not be

subject to any specific plans.

b. Finding: The design or improvement of the proposed

subdivision is consistent with applicable general and specific plans.

Fact: The proposed vesting tentative tract map is for a

condominium map to subdivide the Project Site and allow 179 single-family units

(detached and attached) including landscaping and common open space areas.

which would include a private park. The Project would be required to provide all

necessary infrastructure improvements to support the request and comply with

applicable City Code requirements.

c. Finding: The site is physically suitable for the type of

development.

3091053.2

Fact: The Project Site is 9-7-acres in size and occupied by an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas. The map would subdivide the existing site into 179 for-sale single-family units (detached and attached) including landscaping and common open space areas, which would include a private park. The Project Site is physically suitable to accommodate the residential development and complies with a majority of the development standards established for the Mixed Use II (MU-II) zoning district. For the three development standards that are not being met (i.e. minimum street side setback, minimum rear setback, and minimum parking requirements), the Applicant would either be required to update the Project plans to comply with the applicable development and/or obtain subsequent approval of a Minor Conditional Use Permit (MCUP) or any other available administrative permit for the requested modification of standards. Given the conditions of approval, the Project Site would adequately accommodate the proposed subdivision.

d. <u>Finding:</u> The site is physically suitable for the proposed density of development.

Fact: As part of the Project request, GPA No. 2024-02 would amend the General Plan Land Use designation of the Project Site from General Commercial to Mixed Use II. The Mixed Use II Land Use designation allows for a residential density of 6.1 to 40 units per acre. The Project is proposing 18.5 units per acre, with 179 single-family units on a 9.7-acre site. As

such, with the approval of GPA No. 2024-02, the Project Site would be physically suitable for the proposed density of development.

e. <u>Finding:</u> The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat.

Fact: The design of TTM No. 2024-01 (TTM No. 19394) is not likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat. The existing parcel has been previously disturbed and developed and is an urban property surrounded by other urban uses. The site is not suitable habitat for wildlife and the proposed Project would, therefore, not cause substantial environmental damage or injure wildlife.

f. <u>Finding:</u> The design of the subdivision or type of improvements are not likely to cause serious public health problems.

Fact: The design of TTM No. 2024-01 (TTM No. 19394) is not likely to cause serious public health problems in that the new subdivision and improvements would be required to comply with the approved plans and development standards as required by the City. In addition, the Project would be required to comply with Brea City Code and all applicable codes, including California Building and Fire Codes. With implementation of the conditions of approval attached to a separate resolution approving PD No. 2024-02 and the mitigation measures found in the MMRP, as included in a separate resolution

Resolution No. 2025-24

Page 7

Applicant: Lennar Homes of California, LLC

TTM No. 2024-01 (TTM No. 19394)

certifying the EIR for the Project, the subdivision would not cause and change or

impact public health.

g. Finding: The design of the subdivision or the type of

improvements will not conflict with easements, acquired by the public at large, for

access through or use of property within the proposed subdivision.

Fact: All necessary easements would be updated in order

to accommodate parcel access and utilities for the Project Site and abutting

parcel(s) housing the Brea Plaza Shopping Center.

SECTION 3. Based on the findings set forth above, the City Council approves

TTM No. 2024-01 (TTM No. 19394) to subdivide the Project Site for condominium

purposes to construct a total of 179 residential units, including landscaping and

common open space areas, which would include a private park, subject to the

Conditions of Approval attached to a separate resolution approving PD No. 2024-02 and

the requirements of the MMRP, as included in a separate resolution certifying the EIR

for the Project.

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

ADOPTED AND APPROVED this 1st day of April, 2025.

		Blair Stewart, Mayor		
ATTEST:	Lillian Harris-Neal, City Clerk			

Resolution No. 2025-24
Page 8
Applicant: Lennar Homes of California, LLC
TTM No. 2024-01 (TTM No. 19394)

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 1st day of April, 2025, by the following vote:

AYES:	COUNCIL MEMBERS:		
NOES:	COUNCIL MEMBERS:		
ABSENT:	COUNCIL MEMBERS:		
ABSTAIN:	COUNCIL MEMBERS:		
		Dated:	
			Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING NO. 2024-02 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM GENERAL COMMERCIAL TO MIXED USE II FOR THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT, LOCATED AT 1698-1700 GREENBRIAR LANE

A. RECITALS:

- (i) Lennar Homes of California, LLC has applied for approval of the Greenbriar Residential Development Project, which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01), which would allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), for that certain real property located at 1698-1700 Greenbriar Lane and further legally described as Assessor Parcel Number 319-102-34, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center.
- (iii) The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a PD

Resolution No. 2025-23

Page 2

Applicant: Lennar Homes of California, LLC

GPA No. 2024-02

Precise Development Overlay. GPA No. 2024-02 would amend the General Plan Land

Use designation of the Project Site from General Commercial to Mixed Use II.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act (CEQA), Public Resources Code § 21000 et seq. By

adoption of a separate resolution, the City Council has certified the Final EIR and

adopted a Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact

for the Project.

(v) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the EIR and

approve the Project subject to modified Conditions of Approval and additional

recommendations to be considered by the City Council.

(vi) On April 1, 2025, the City Council held a noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Resolution is based are kept by the

City of Brea Community Development Department, located at 1 Civic Center Circle,

Brea, California 92821.

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

B. RESOLUTION:

3091051.2

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

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during the hearing, and the independent judgement of the City Council, the City Council finds as follows:

- a. GPA No. 2024-02 would be consistent with goals, policies, and provisions of the General Plan, including the following:
 - i. General Plan Goal CD-1 is to "Provide a balance of land uses to meet the present and future needs of all residents." The Project would adhere to Goal CD-1 by providing 179 for-sale residential dwelling units that would serve the City's existing residents and workforce, and those seeking to relocate to Brea.
 - ii. General Plan Policy CD-1.1 is to "Create neighborhoods that effectively integrate single-family and multi-family housing with convenience and neighborhood shopping centers, park and recreation areas, and other uses appropriate for the neighborhoods." The Project would adhere to Policy CD-1.1 by providing for-sale single-family residential units and creating a horizontal mix of uses. The Project Site is currently surrounded by single-family residential uses, the Greenbriar Park, the Brea Plaza Shopping Center to the south, single-family residential uses across the Fullerton Creek drainage channel and S.

Associated Road, and the Brea Mall and other commercial properties across State Route SR-57 and State College Avenue.

- iii. General Plan Policy CD-1.5 is to "Provide opportunities for development of housing that responds to diverse community needs in terms of density, size, location, design, and cost." The Project would adhere to General Plan Policy CD-1.5 by providing single-family detached and attached units in a range of number of bedrooms, square footages, design, and cost. Additionally, the Applicant intends to satisfy the City's affordability housing requirements by providing affordable housing at an off-site location.
- iv. General Plan Policy CD-1.9 is to "Accommodate emerging housing trends, and encourage pedestrian linkage to surrounding neighborhoods and activity centers." The Project would adhere to General Plan Policy CD-1.9 by providing a residential development consisting of single-family detached and attached units with a pedestrian connection to the Brea Plaza Shopping Center.
- v. General Plan Housing Element Goal 2.0 is to "Assist in the provision of adequate housing to meet the needs of the community. Establish a balanced approach to meeting housing needs that includes the needs of both renter and owner households." The Project would adhere to Housing Element Goal 2.0 as the Project would provide an additional 179 for-sale single-family dwelling units to the City's housing stock. The

Resolution No. 2025-23

Page 5

Applicant: Lennar Homes of California, LLC

GPA No. 2024-02

Project would provide housing to meet the needs of the community and

establish a balance approach to meeting housing needs.

vi. General Plan Housing Element Goal 3.0 is to "Provide

adequate housing sites through appropriate land use, zoning, and specific

plan designations to accommodate Brea's share of regional housing

growth needs." The Project would adhere to Housing Element Goal 3.0 by

facilitating housing growth and assisting in achieving the City's 6th Cycle

Housing Element regional housing needs allocation. The Project seeks to

provide diverse quality housing types and living experiences that

accommodate Brea's residents and workforce. Additionally, since the

Applicant intends to satisfy the City's affordability housing requirements by

providing affordable housing at an off-site location, various income levels

would be accommodated.

b. The proposed General Plan amendment would not be detrimental

to the public interest, health, safety, convenience, or welfare of the City. The

Project Site is physically suitable to accommodate the Project's density and land

use, which is compatible with adjoining land uses. The Project has been

evaluated and conditioned so as to upgrade necessary utilities and ensure

proper traffic circulation to minimize vehicle and pedestrian conflicts. The Final

EIR also evaluated environmental factors including air quality, cultural and

paleontological resources, energy, greenhouse gas emissions, hazards and

hazardous materials, transportation, and utilities and service systems. There

were no topics analyzed that resulted in significant and unavoidable impacts.

3091051.2

Resolution No. 2025-23

Page 6

Applicant: Lennar Homes of California, LLC

GPA No. 2024-02

c. Approval of GPA No. 2024-02 would be in the public interest. The land

uses and density proposed by the Project are compatible with adjoining land

uses. In addition, the Project provides a number of benefits to the City and its

citizens as it would provide monetary contributions for public safety and public

works improvements as well as satisfy the City's affordable housing requirements

either by: 1) providing an off-site 100% affordable housing project; 2) providing

land to the City for the development of an affordable housing project; or 3)

providing on-site affordable housing at the Project Site.

SECTION 3. Based on the findings set forth above, the City Council approves

GPA No. 2024-02 to change the General Plan land use designation of the Project Site

from General Commercial to Mixed Use II. The City of Brea General Plan Land Use

Map is amended to incorporate the approval of GPA No. 2024-02, as shown in Exhibits

A and B.

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

ADOPTED AND APPROVED this 1st day of April 2025.

		Blair Stewart, Mayor	
ATTEST:			
	Lillian Harris-Neal, City Clerk		

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 1st day of April 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: Lillian Harris-Neal, City Clerk

Resolution No. 2025-23

GPA No. 2024-02

Applicant: Lennar Homes of California, LLC

Page 7

EXHIBIT A

EXISTING GENERAL PLAN LAND USE DESIGNATION FOR GREENBRIAR RESDENTIAL DEVELOPMENT

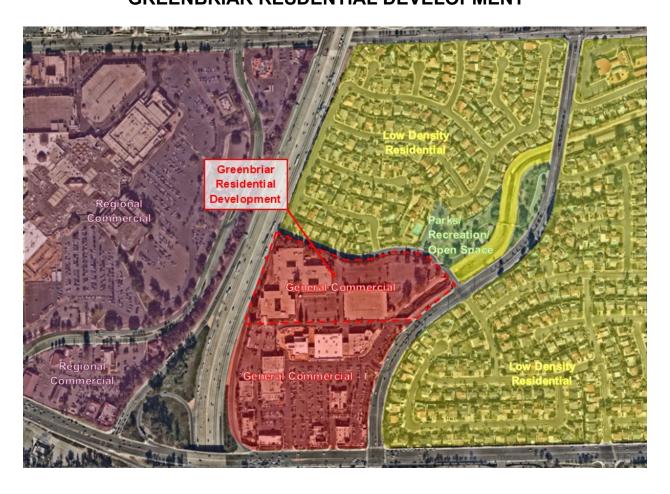


EXHIBIT B

PROPOSED GENERAL PLAN LAND USE DESIGNATION FOR GREENBRIAR RESIDENTIAL DEVELOPMENT



RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING PRECISE DEVELOPMENT NO. 2024-02 TO ALLOW CONSTRUCTION OF THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT, LOCATED AT 1698-1700 GREENBRIAR LANE

A. <u>RECITALS</u>:

- (i) Lennar Homes of California, LLC has applied for approval of the Greenbriar Residential Development Project, which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01), which would allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), for that certain real property located at 1698-1700 Greenbriar Lane and further legally described as Assessor Parcel Number 319-102-34, as shown in the latest records of the County of Orange Assessor's Office (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center.
- (iii) The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a P-D

Resolution No. 2025-25

Page 2

Applicant: Lennar Homes of California, LLC

PD No. 2024-02

Precise Development Overlay. GPA No. 2024-02 would amend the General Plan Land

use designation of the Project Site from General Commercial to Mixed Use II.

(iv) PD No. 2024-2 would allow demolition of an existing 164,908 square foot

office building, a three-level parking structure, and surface parking and associated

landscape areas, and construction of a residential development consisting of 179

single-family units (detached and attached) including landscaping and common open

space areas, which would include a private park.

(v) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act (CEQA), Public Resources Code § 21000 et seq. By

adoption of a separate resolution, the City Council has certified the Final EIR and

adopted a Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact

for the Project.

(vi) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the EIR and

approve the Project subject to modified Conditions of Approval and additional

recommendations to be considered by the City Council.

(vii) On April 1, 2025, the City Council held a noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Resolution is based are kept by the

3091052.2

City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

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

B. **RESOLUTION**:

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

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including all written evidence and testimony presented during those hearings, and the independent judgement of the City Council, the City Council finds as follows:

- a. The Project furthers and is consistent with the objectives of the General Plan. The Project includes GPA No. 2024-02, which amends the City's General Plan to change the land use designation of the Project Site from General Commercial (C-G) to Mixed Use II. PD No. 2024-02 will therefore be consistent with the General Plan as amended and would be consistent with other goals, policies, and provisions or the General Plan as set forth in the resolution approving GPA No. 2024-02.
- b. The Project is in compliance with applicable provisions of the Brea City Code and all requirements of law and would not be detrimental to the public safety and general welfare of the community. The demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential

development consisting of 179 single-family units (detached and attached)

including landscaping and common open space areas, which would include a

private park, would be in compliance with the development standards pursuant to

Brea City Code Sections 20.258.020 and 258.030 for development in the MU-II

Mixed Use II zone, except for three development standards that are not being

met, which include the minimum street side setback, minimum rear setback, and

the minimum parking requirements. As such, the Applicant would either be

required to update the Project plans to comply with the applicable development

and/or obtain subsequent approval of a Minor Conditional Use Permit (MCUP) or

any other available administrative permit for the requested modification of

standards. In addition, 20 environmental topics were reviewed for the Project, of

which six were found not to be significant, nine resulted in a finding of less than

significant/no impact without mitigation, and five resulted in a finding of less than

significant with mitigation measures incorporated. The Project would not result in

any significant and unavoidable impacts. As such, the Project is not anticipated

to result in significant impacts to City services nor to be detrimental to existing

uses surrounding the Project site.

SECTION 3. Based on the findings set forth above, the City Council approves PD

No. 2024-02, subject to the Conditions of Approval attached as Exhibit A to this

Resolution and requirements of the MMRP, as included in a separate resolution

certifying the EIR for the Project.

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

3091052.2

Resolution No. 2025-25 Page 5 Applicant: Lennar Homes of California, LLC PD No. 2024-02

ADOPTED AND	APPROVED this	I st day of	f April 2025.
-------------	----------------------	------------------------	---------------

ADOPTED A	THE APPROVED this 1" day of April 20	JZS.
		Blair Stewart, Mayor
ATTEST:	Lillian Harris-Neal, City Clerk	
Resolution w	ris-Neal, City Clerk of the City of Brea, vas adopted at a regular meeting of the y of April 2025, by the following vote:	
AYES:	COUNCIL MEMBERS:	
NOES:	COUNCIL MEMBERS:	
ABSENT:	COUNCIL MEMBERS:	
ABSTAIN:	COUNCIL MEMBERS:	
	Dated:	Lillian Harris-Neal, City Clerk

ORDINANCE NO. 1257

AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE NO. 2024-02 FOR THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT

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

A. <u>RECITALS</u>:

- (i) Lennar Homes of California, LLC. (the "Applicant") has applied for approval of the Greenbriar Residential Development Project (The Village at Greenbriar), which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01) to allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), at 1698-1700 Greenbriar Lane (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center. The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a P-D Precise Development Overlay.

(iii) In conjunction with GPA No. 2024-02, ZC No. 2024-02 would amend the

zoning designation of the Project Site from C-G General Commercial with a P-D Precise

Development Overlay to MU-II Mixed Use II.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act, Public Resources Code § 21000 et seq. By adoption of a

separate resolution, the City Council has certified the Final EIR and adopted a

Mitigation Monitoring and Reporting Program and Findings of Fact for the Project.

(v) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the Final

EIR and approve the Project.

(vi) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Ordinance is based are kept by the

City of Brea Community Development Department, located at 1 Civic Center Circle,

Brea, California 92821.

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

B. **ORDINANCE**:

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence

presented at the above-referenced public hearing, including all written evidence and

testimony presented during the hearing, and the independent judgement of the City

Council, the City Council finds as follows:

a. The proposed Zone Change of the Project Site from C-G General

Commercial with a P-D Precise Development Overlay to MU-II Mixed Use II is in

conformity with the General Plan, as amended by GPA No. 2024-02, which

amends the General Plan to change the land use designation of the Project Site

from General Commercial to Mixed Use II. Approval of ZC No. 2024-02 will

therefore align the City's Zoning Map with the General Plan. The Project would

also be consistent with other goals, policies, and provisions or the General Plan

as set forth in the resolution approving GPA No. 2024-02.

b. The proposed Zone Change is in the interest of public necessity,

convenience, general welfare, and good zoning practice based in part of the

following:

i. The proposed residential development would be suitable for

the Mixed Use II (MU-II) zoning designation. The MU-II Zone allows for

"either vertical or horizontal integration of uses" and emphasizes "tying

together the uses with appropriate pedestrian linkages." The Project would

be compatible with surrounding land uses and would provide a pedestrian

accessway connecting the Project Site and the Brea Plaza Shopping

Center.

ii. The proposed Zone Change is not detrimental to the use of

land in any adjacent zone. The proposed Project entails 179 single-family

units (detached and attached) including landscaping and common open

space areas, which would include a private park and would be compatible

with the surrounding land uses, which are a mixture of residential and

commercial land uses. The Project has been evaluated and conditioned

so as to upgrade necessary utilities and ensure proper traffic circulation to

minimize vehicle and pedestrian conflicts. The Final EIR also evaluated

environmental factors including air quality, cultural and paleontological

resources, energy, greenhouse gas emissions, hazards and hazardous

materials, transportation, and utilities and service systems. There were no

topics analyzed that resulted in significant and unavoidable impacts.

SECTION 3. Based on the findings set forth above, the City Council approves

Zone Change No. 2024-02 to change the zoning designation of the Project site from C-

G General Commercial with a P-D Precise Development Overlay to MU-II Mixed Use II.

The City of Brea Zoning Map is amended to incorporate the approval of Zone Change

No. 2024-02, as shown in Exhibits A and B.

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

ADOPTED AND APPROVED this 1st day of April 2025.

Blair Stewart, Mayor

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing

Ordinance was introduced at a regular meeting of the City Council of the City of Brea

Ordinance No. 1257
Page 5
Applicant: Lennar Homes of California, LLC
ZC No. 2024-02

held on the 1st day of April 2025 and was finally passed at a regular meeting of the City Council of the City of Brea, held on the 15th day of April 2025, by the following votes:

AYES:	COUNCIL MEMBERS:		
NOES:	COUNCIL MEMBERS:		
ABSENT:	COUNCIL MEMBERS:		
ABSTAIN:	COUNCIL MEMBERS:		
		ATTEST:	
		ATTEST.	Lillian Harris-Neal, City Clerk

EXHIBIT A

EXISTING ZONING DESIGNATION FOR

GREENBRIAR RESIDENTIAL DEVELOPMENT

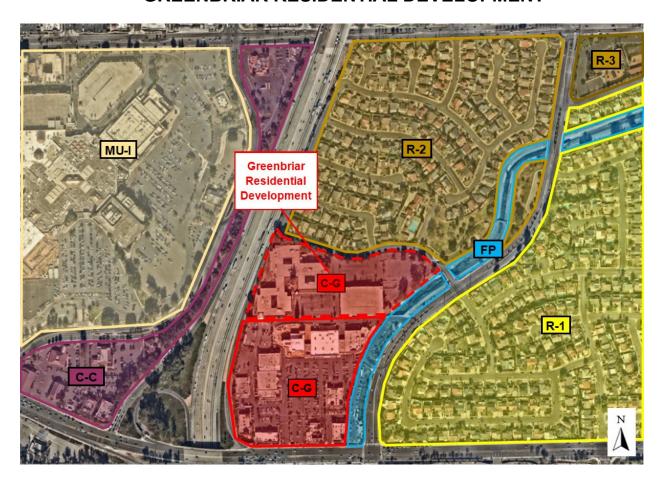
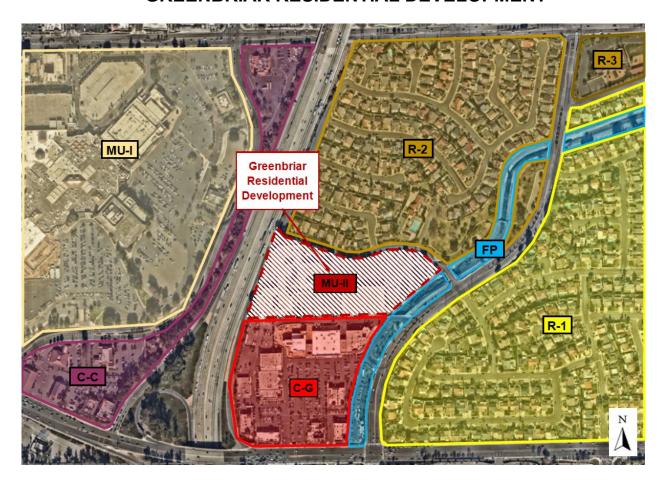


EXHIBIT B

PROPOSED ZONING DESIGNATION FOR

GREENBRIAR RESIDENTIAL DEVELOPMENT



ORDINANCE NO. 1258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING DEVELOPMENT AGREEMENT NO. 2024-01 BY AND BETWEEN THE CITY OF BREA AND LENNAR HOMES OF CALIFORNIA, LLC REGARDING THE GREENBRIAR RESIDENTIAL DEVELOPMENT

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

A. <u>RECITALS</u>:

- (i) Lennar Homes of California, LLC (the "Applicant") has applied for approval of the Greenbriar Residential Development Project (The Village at Greenbriar), which includes Environmental Impact Report No. 2024-01 (EIR No. 2024-01), Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394), General Plan Amendment No. 2024-02 (GPA No. 2024-02), Zone Change No. 2024-02 (ZC No. 2024-02), Precise Development No. 2024-02 (PD No. 2024-02), and Development Agreement No. 2024-01 (DA No. 2024-01) to allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park (the "Project"), at 1698-1700 Greenbriar Lane (the "Project Site").
- (ii) The Project Site is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center. The Project Site currently has a General Plan Land Use designation of General Commercial and a zoning designation of C-G General Commercial with a P-D Precise Development Overlay.

Ordinance No. 1258

Page 2

Applicant: Lennar Homes of California, Inc.

DA No. 2024-01

(iii) The Applicant is requesting to modify the Project Site's General Plan Land

Use designation from General Commercial to Mixed Use II, and to modify the Project

Site's zoning designation from C-G General Commercial with a P-D Precise

Development Overlay to MU-II Mixed Use II.

(iv) A copy of DA No. 2024-01 is attached as Exhibit A to this Ordinance and

hereby incorporated as though set forth in full.

(v) The City has prepared an Environmental Impact Report (EIR) to analyze the

environmental effects of the Project pursuant to the requirements of the California

Environmental Quality Act, Public Resources Code § 21000 et seq. By adoption of a

separate resolution, the City Council has certified the Final EIR and adopted a

Mitigation Monitoring and Reporting Program and Findings of Fact for the Project, which

are attached as Exhibit A and B to that resolution.

(vi) On March 11, 2025, the Planning Commission held a noticed public hearing

on the Project and the Final EIR, during which it received and considered all evidence

and testimony presented prior to recommending that the City Council certify the Final

EIR and approve the Project.

(vii) On April 1, 2025, the City Council held a duly noticed public hearing on the

Project and the Final EIR, during which it received and considered all evidence and

testimony presented prior to adoption of this Resolution.

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

proceedings concerning the Project upon which this Ordinance is based are kept by the

City of Brea Community Development Department, located at 1 Civic Center Circle,

Brea, California 92821.

3086402.2

Ordinance No. 1258

Page 3

Applicant: Lennar Homes of California, Inc.

DA No. 2024-01

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

B. ORDINANCE:

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

SECTION 2. Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearing, including all written evidence and testimony presented during the hearing, and independent judgement of the City Council, the City Council hereby approves DA No. 2024-01.

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

ADOPTED AND APPROVED this 1st day of April 2025.

Blair Stewart, Mayor	•

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 1st day of April 2025 and was finally passed at a regular meeting of the City Council of the City of Brea, held on the 15th day of April 2025, by the following votes:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

Lillian Harris-Neal, City Clerk

EXHIBIT A OF RESOLUTION NO. 2025-25

GREENBRIAR RESIDENTIAL DEVELOPMENT
(THE VILLAGE AT GREENBRIAR)
ENVIRONMENTAL IMPACT REPORT NO. 2024-01, VESTING TENTATIVE TRACT
MAP NO. 2024-01, GENERAL PLAN AMENDMENT NO. 2024-02, ZONE CHANGE
NO. 2024-02, PRECISE DEVELOPMENT NO. 2024-02, AND DEVELOPMENT
AGREEMENT NO. 2024-01

CONDITIONS OF APPROVAL

<u>Planning Division – Community Development Department</u>

- Development and operations shall occur in substantial compliance with the plans and documents reviewed and approved by the City Council on April 1, 2025, which includes, but not limited to, site plan, floor plans and elevation drawings on file in the Planning Division, the conditions contained herein and all applicable Federal, State, County and local regulations. The City Planner may approve minor modifications to the approved Project plans.
- 2. The Applicant shall prepare and submit a physical copy (suitable for archival storage) of the final plans and technical studies to the Brea Planning Division prior to the issuance of any building permits for the development.
- 3. The Applicant shall comply with all applicable terms of the approved Development Agreement No. 2024-01. If there are any conflicting terms between the Conditions of Approvals contained in this document and the terms of the Development Agreement No. 2024-01, the terms contained in the Development Agreement No. 2024-01 shall take precedent.
- 4. Prior to issuance of a grading permit, the Applicant shall update the Project plans to comply with all applicable development standards of the MU-II Zone for standalone residential projects and/or obtain subsequent approval of a Minor Conditional Use Permit (MCUP) or any other available administrative permit/approval for the requested modification of standards.
- 5. Prior to the issuance of any building permit for any proposed development phase, the Applicant shall provide CC&R's to the Community Development Department for the review and approval of the Public Works Department, Fire Department, Community Development Department, and City Attorney. Said CC&R's shall apply to any successors to the property owner at the time of the subdivision. Said CC&R's shall be recorded prior to the issuance of any occupancy release for the proposed development (except for model homes). A copy of the recorded CC&R's shall be provided to the Community Development Department within thirty (30) days of recordation. Such CC&Rs shall, at minimum, address/include the following:

- a. A separate set of drawings, or airspace maps, as an attachment to the document for the proposed condominium airspace units.
- b. A Maintenance Exhibit map as a separate attachment to the document, that clearly identifies the ownership and responsibilities for maintenance for items on the proposed property.
- c. A statement that indicates that any amendment to the CC&R's related to the Conditions of Approval may not be approved without prior consent of the City.
- d. A requirement that residents shall use the garages only for the parking of vehicles.
- e. A requirement that residents shall use other designated parking areas (i.e. guest parking spaces) only for the parking of vehicles that the space is intended for and/or as regulated by the HOA.
- f. A provision that parking garages are subject to inspection by the Home Owner's Association (HOA) and/or City of Brea staff.
- g. Prohibition of vehicle parking within the drive aisles.
- h. Maintenance of all common areas, including, but not limited to, landscaping, private streets/drive aisles, parking areas, pedestrian access to the adjacent property, and open space/parks.
- A provision that restricts the use of the courtyards located within/in front of The Courts product type for the private use of the residents of units within The Courts product type.
- j. A provision addressing the payment of water, utilities, gas, and electricity by the owner's or through the HOA;
- k. An acknowledgment by the buyer that they are aware that the residence is located in a Mixed-Use II Zone and is located next to an existing commercial shopping center (Brea Plaza Shopping Center) and that as long as the commercial shopping center is in existence, the owner and their successors/tenants/assigns would be subject to noise such as truck deliveries and other noises related to the operation of a commercial shopping center.
- 6. Prior to issuance of any building permits, the Applicant shall submit a parking management plan (PMP) to the Planning Division. The PMP may implement strategies that include, but are not limited to:
 - a. Parking control to maintain private enclosed garages and guest parking areas.
 - b. Limiting the total number of vehicles per unit.
 - c. System for residents to register guests and obtain temporary guest parking passes.
 - d. Methods to address potential parking issues.
 - e. Establishing parking rules and enforcement policy.

- 7. Final architectural elevation plans and details shall be provided at time of plan check for the review and approval of the City Planner prior to the issuance of building permits. Architecture and design features shall be consistent with the specifications and details provided in the approved Project plans and shall include high quality materials and finishes. Requests to modify the approved building elevations, materials and details, colors and other architectural elevation features may be reviewed and approved by the City Planner.
- 8. Prior to issuance of any building permits, the Applicant shall submit a detailed final landscape and hardscape plans and details to the City Planner for review and approval:
 - a. The final landscaping plan shall be in substantial conformance with the conceptual landscape plan on file and comply with the City's Water Efficient Landscaping Requirements.
 - b. The tree species included in the final landscaping plan shall incorporate at least one California native tree species, which may include, but not limited to, sycamore, redbud, Engelmann oak, and manzanita.
 - Said plans shall demonstrate compliance with all landscaping requirements for the MU-II Zone.
 - d. Final landscape plans shall show all ground utility equipment and shall be properly screened by landscaping, paint, and/or screening materials or a combination thereof to be reviewed and approved by the City Planner.
 - e. All landscaping and irrigation must be installed prior to the issuance of the Certificate of Occupancy.
- All new landscaping shall be installed in conformance with the approved plans and applicable Brea City Code (BCC) and maintained in perpetuity. Landscaping shall be replaced in a timely manner in an event that it is removed, damaged and/or dead.
- 10. The Applicant shall be responsible for initiating and negotiating in good faith with the property owner/developer of the adjacent private property to enter into and execute an easement, agreement, and/or any other appropriate instrument for pedestrian access to and across the said adjacent private property, as determined necessary, to the satisfaction of the Community Development Director. Once established, the access across the Project site shall be maintained and open for the use of the public at all times.
- 11. All roof-mounted and ground-mounted equipment shall be screened from public views at ground elevation. All screening designs shall be architecturally integrated with the building and shall be subject to the review and approval of the City Planner and Building & Safety Division.

- a. Noise generating equipment shall require special consideration in their location and screening in order to avoid creating a nuisance. All uses and operations shall adhere to the City's adopted noise ordinance.
- Balcony run-off shall be integrated in the building structure and storm drain system.
 Balcony drain water shall not drain down the side of balconies and/or building exterior.
- 13. All electrical, telephone, community antenna, television and similar service wires or cables which provide direct service to the property being developed, shall be installed underground within the exterior boundary lines of such property.
- 14. Prior to issuance of building permits and prior to and during construction, the Applicant shall adhere to all measures described in the mitigation monitoring and reporting program listed in the Project's Final Environmental Impact Report. The mitigation monitoring and reporting program shall be in effect throughout all construction related activities as indicated in the report.
- 15. Prior to building final, the Applicant shall prepare and submit a written report demonstrating completion of the mitigation monitoring and reporting program for review and approval of the City Planner.
- 16. Prior to the issuance of building permits, the Applicant shall submit photometric plans for review and approved by the Building Official and City Planner pursuant to Brea City Code Sections 20.08.040, 20.258.020, and 20.220.040. Said plans shall show the location of all exterior lights, a measurement of light throughout the site and include cut/specifications sheets for proposed lighting equipment.
- 17. All uses shall comply with the provision of BCC Chapter 20.20 including, but not limited to vibration, glare, emission of dust, smoke and odors.
- 18. Prior to the issuance of a building permit, final details regarding all window glazing and potentially reflective building surfaces shall be provided for the review and approval of the City Planner. Said glazing and surfacing shall be treated or designed in a manner to reduce glare impacts to adjacent uses, motorists, pedestrians, and wildlife (e.g. to reduce bird window strikes).
- 19. Prior to the issuance of any building permit for the Project related signage, if any, the Applicant shall submit a sign package for review and approval by the City Planner. The sign package shall comply with all applicable City regulations, including all State and Federal regulations.
- 20. Prior to issuance of a Building Permit, the Applicant shall provide charging stations for electric vehicles as required by State building code.

- 21. Within 30 days of the issuance of the final invoice and prior to the issuance of any building permits, the Applicant is responsible for paying all charges related to the processing of the Project. Failure to pay all charges shall result in delays in the issuance of required permits or may result in the revocation of the approval of this application.
- 22. Approval of Vesting Tentative Tract Map No. 19394 (2024-01), General Plan Amendment No. 2024-02, and Precise Development No. 2024-02 are contingent upon City Council adoption of an ordinance, processed concurrently, to approve Zone Change No. 2024-02 and Development Agreement No. 2024-01.
- 23. Any disclosure required at the time of residential property sales per California Civil Code related to health and safety (i.e. natural hazards, lead paint) shall apply to all sale agreements.
- 24. The Applicant shall fabricate and install at least one free library/book exchange spot within the project site at a location that is easily accessible to the residents of the development.
- 25. The Applicant shall fabricate and install at least one directional signage near Greenbriar Lane and S. Associated Road intersection providing general direction to the existing The Tracks at Brea. Such sign(s) shall be designed and installed at a location that is satisfactory to the Community Services Department.
- 26. Any permit is subject to expiration and revocation as provided in BCC Chapter 20.412.020, and said provisions are specifically made a part hereof without negating the applicability of any other provision of this title of any other ordinance.
- 27. To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of this permit; and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this permit and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this permit. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

Housing Division – Community Development Department

28. The Project shall demonstrate compliance with BCC Chapter 20.40 (Affordable Housing) per the provisions of DA No. 2024-01 and all applicable BCC regulations.

Building & Safety Division – Community Development Department

- 29. All designs shall comply with the Codes adopted at the time of the permit submittal. Currently the 2022 CA Building, Mechanical, Electrical, Plumbing, Cal Green, Energy, Fire Codes, City of Brea Municipal Code & Ordinances. Any submittals received after December 31st, 2025 shall be complaint with the 2025 California Building Standards Code.
- 30. Any code deviations will require submittal of Alternative Materials, design and Methods (CBC Sec. [A]104.11) or Modification request (CBC Sec. [A]104.10). Code sections and alternatives are required with complete justification for request.
- 31. Deferred submittal items shall have the prior approval of the Building Official, the Applicant shall discuss with the Building Official whether or not the proposed deferred submittals will be allowed to be deferred.
- 32. At time of building permit submittal, some required construction documents are: Architectural, Structural, Mechanical, Electrical, Energy, Plumbing, Civil (Grading, Erosion Control), Landscaping, Structural Calculations, Energy Calculations, MEP related Calculations & Equipment Cut Sheets, Specs & Geotechnical Report. The following requires separate submittals and permit issuance:
 - a. On-site and off-site demo work (Demolition Permit)
 - b. Building construction documents (Building Permit)
 - c. Civil (Grading plans) construction documents (Grading Permit)
 - d. Landscape construction documents (Landscape Permit)
 - e. Accessory structures construction documents (Miscellaneous Permit)
 - f. Art in Public Places Art sculpture (Miscellaneous Permit)
 - g. Fire sprinklers (Fire Permit)
 - h. PV systems (Building Permit)
 - i. Energy storage system (Building Permit)
 - j. Temporary power (Temporary Permit)
 - k. Construction/office trailers (Temporary Permit)
- 33. All temporary permits shall be re-newed every six months.
- 34. An asbestos and lead analysis report shall be submitted for review to the Building & Safety Division prior to start any demolition of the existing buildings and structures. If asbestos and/or lead is found on the building and/or structures, it shall be removed and properly disposed prior to commence any demolition work.

- 35. Any phasing on the Project shall be approved by the City Planner, City Engineer, Fire Marshal and the Building Official prior to formal submittal to the Building & Safety Division.
- 36. A site specific geotechnical investigation report required upon formal submittal to Building & Safety Division. The geotechnical feasibility study submitted for review during the planning entitlement review will not be accepted as part of a formal submittal to the Building & Safety Division.
- 37. The geotechnical engineer of record shall review the grading plans, foundation plans and foundation details for conformance with the Geotechnical Investigation Report, stamp and sign the plans and details.
- 38. Upon formal submittal to Building & Safety Division, a color exhibit plan on the civil drawings showing the cut and fill areas shall be provided.
- 39. Upon formal submittal to Building & Safety Division, additional soils evaluation shall be provided by a corrosion engineer to further evaluate the soil's corrosivity.
- 40. Upon completion of grading, the general contractor shall provide soils laboratory testing results to evaluate the as-graded soil corrosivity characteristics. The soil's testing shall be done by a licensed corrosion engineer.
- 41. The Applicant shall provide written evidence to the Building & Safety Division that a geotechnical engineer has been retained to monitor the grading operation and assure implementation of the site grading recommendations. All recommendations shall be implemented to the performance standards specified in the Geotechnical Investigation report and to the satisfaction of the geotechnical engineer, City Engineer and Building Official. Evidence of implementation shall be provided to the Building & Safety Division prior to issuance of a building permit.
- 42. Upon formal submittal to the Building & Safety Division, indicate on the plans whether or not the Project site is within any of the following zones and provide mitigation measures as applicable:
 - a. Methane zone
 - b. Flood zone
 - c. Liquefaction zone
- 43. Prior to the common area's final inspection, an independent CASp report shall be submitted to the Building Official for review. Said report shall identify any Project deficiencies and it shall provide recommendation for the Property Owner to resolve all deficiencies prior to the building occupancy.
- 44. Penetrations or openings in sound rated assemblies must be treated to maintain required ratings.

- 45. All exterior windows, doors, and sliding glass doors shall have a positive seal and leaks/cracks must be kept to a minimum.
- 46. Separate water meter(s) for the landscaping shall be provided and meter location clearly identify on the utility plans and the landscape plans.
- 47. All mechanical, electrical, and plumbing equipment, interior or exterior heavier than 300 lbs. must provide anchorage calculations, details, and the details shall be reference on the plans.
- 48. Upon formal submittal to the Building & Safety Division, the planning entitlement Conditions of Approval and the geotechnical investigation report recommendations shall be placed on plans.
- 49. Upon formal submittal to the Building & Safety Division, provide a digital file for all structural calculations generated on Excel spread sheets.
- 50. Upon formal submittal to the Building & Safety Division, the construction documents shall be bookmarked and hyperlinked.
- 51. Prior to Certificate of Occupancy issuance, all outstanding fees on the Project shall be paid.
- 52. Full Project review shall be conducted when complete construction documents are submitted to the Building & Safety Division.
- 53. Additional requirements may be imposed when the Project is submitted for Building & Safety Division plan check review and approval.
- 54. Standards. The following standards shall apply to the development Project:
 - a. Building Regulations. All structures within the Project shall conform to the current provisions of Title 24 of the California Code of Regulations, as adopted and/or amended by the City of Brea, and other applicable city building, zoning and municipal codes and ordinances, except as provided herein.
 - b. Fire Prevention. All common walls of units shall be constructed and maintained in accordance with current building codes. The number and locations of fire hydrants shall be in accordance with current fire codes
 - c. Noise Standards. The structures shall conform to all interior and exterior sound transmission standards of the California Code of Regulations and applicable sections of the California Building Code. Where these standards cannot be feasibly met, in the discretion of the Building Official, reduced requirements may be allowed by the Building Official and the subdivider shall include notice of the deficiency in the final physical needs report.

- d. Utility Metering. Each unit shall be individually metered for gas and electricity. If this requirement cannot be feasibly met, in the discretion of the Building Official, this requirement may be waived by the HOA, or similar entity, shall be formed for the payment and billing of the applicable utility. At a minimum, separate exterior shutoff valves for water, gas, and electricity shall be provided for each unit.
- e. Disabled Access. The Project development shall comply with current building codes related to disabled access.
- f. No television or radio antennas, dishes, or similar devices may be installed on the exterior of any building, except as required by law. All mechanical equipment and rooftop antennas shall be shielded from view.
- 55. To apply for a building permit, submit for plan check, or apply for a Certificate of Occupancy please email your application and all necessary documents to Building@cityofbrea.net or apply via the online permit center (Accela Citizen Access).

Community Services Department

- 56. The existing Art in Public Places sculpture located at the Project site shall be protected and continued to be maintained on site. Per the Art in Public Places Policy Manual, the Applicant shall submit a letter to the Community Services Department explaining the impacts of construction and efforts to be taken to protect the subject art piece. Applicant may be subject to additional submittals regarding the existing sculpture based on the nature of the impacts and will be determined by City staff.
- 57. The Applicant will receive an "artwork credit" for previously permitted square footage to account for the prior installation of sculpture. A new sculpture is required if the Project result in construction of additional square footage with a total building valuation of \$1,500,000 or more. If determined necessary, this requirement will follow the submittal process outlined in the current Art in Public Places Policy manual, and will be calculated at 1% of the total building valuation of the Project, beyond the already permitted square footage.

Public Works Department

General Conditions

58. This approval shall be contingent upon the approval of the Vesting Tentative Tract Map, and the conditions of said approval shall be implemented. The proposed subdivision shall occur in substantial conformance with the Vesting Tentative Tract Map submitted to the City Council, and all conditions set forth herein.

- 59. The proposed subdivision shall occur in substantial conformance with the plans and specifications approved through the City Council, and all conditions of said approval shall be implemented and incorporated herein.
- 60. The Applicant shall provide Site and Building Demolition Plans for the demolition of the existing site and building infrastructure. The Site and Building Demolition Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the Building & Safety Division and City Engineer. Said plans shall include an Erosion and Sediment Control Plan identifying the State issued Waste Discharge Identification (WDID) number and the contact information for the person that is to be reached in case of emergency. The Applicant shall obtain approval of the Site and Building Demolition Plans, prior to the issuance of any building permit for any proposed development phase.
- 61. Prior to the issuance of any building permits for the proposed developed site conditions, the Applicant shall submit and obtain approval for the Precise Grading Plans and all applicable technical studies. The Precise Grading Plans and technical studies shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the Building & Safety Division and City Engineer. The Precise Grading Plan submittal shall include the following items:
 - a. Construction Document Plans for the review and approval of the Building & Safety Division and City Engineer. The Construction Document Plans shall identify all improvements required to facilitate the proposed development and associated infrastructure improvements, to the satisfaction of the City Engineer. Said Construction Document Plans shall include an Erosion and Sediment Control Plan identifying the State issued Waste Discharge Identification (WDID) number and the contact information for the person that is to be reached in case of emergency;
 - Soils Report for the review and approval of the Building & Safety Division and the City Engineer;
 - c. Final Sanitary Sewer Capacity Analysis for the review and approval of the City Engineer;
 - d. Final Hydrology & Hydraulic Study for the review and approval of the City Engineer. Said study shall meet all City and Orange County requirements;
 - e. Final Water Quality Management Plan (WQMP) for the review and approval of the City Engineer;
 - f. Final Water Demand Analysis for the review and approval of the City Engineer;

- g. Solid Waste/Trash Collection Circulation Plan for the review and approval of the City Traffic Engineer;
- h. On-site Circulation Plan as requested for the review and approval of the City Traffic Engineer.
- 62. Prior to the issuance of any building permits for the proposed developed site conditions, and prior to the approval of Public Improvement Plans for proposed public storm drain modifications, the Applicant shall demonstrate that discharge flows into the Loftus Channel are less in the developed condition than the existing condition and that no encroachments into Orange County Flood Control District (OCFCD) property is necessary to construct the outfall connections. If discharge flows are shown to be greater in the developed condition and/or encroachment into OCFCD property is necessary to construct the outfall connections, the Applicant shall obtain all applicable permit approvals from the OCFCD.
- 63. The Applicant shall maintain the Storm Water Pollution Prevention Plan during construction in accordance with NPDES guidelines, which shall incorporate all best management practices to mitigate pollutant runoff during construction.
- 64. The Applicant shall be responsible for the maintenance of all temporary and permanent Best Management Practices (BMP's) and associated infrastructure located on public or private property.
- 65. The Applicant and any future successors, shall adhere to the approved Final WQMP during the life of the Project.
- 66. The Applicant shall maintain all public and private drainage facilities in good working order at all times.
- 67. The Applicant shall be responsible to obtain the permission to perform any work on adjacent private properties or within easement areas.
- 68. Prior to the issuance of any building permits for the proposed development, the Applicant shall provide verification to the satisfaction of the City Engineer, that all parties that have easements over the property, including entities such as dry utility purveyors, have granted authorization to construct the proposed improvements within existing easement areas or that all existing easements have been modified, removed, and/or quitclaimed or abandoned to accommodate the proposed development.
- 69. All improvements associated with the proposed development that are located within, and/or impacting facilities located within, easement areas within the property, including easements granted to entities such as dry utility purveyors, shall

- be constructed to the satisfaction of the easement holders and meet all associated local jurisdictional requirements.
- 70. All improvements associated with the proposed development and property that are located on adjacent private property, shall be constructed to the satisfaction of the adjacent private property owners and meet all associated local jurisdictional requirements. Prior to the issuance of any building permits for the proposed developed site conditions or for improvements located on adjacent private property, the Applicant shall provide verification to the satisfaction of the City Engineer, that all adjacent private property owners have granted permission and authorization to perform the proposed work on the adjacent private property, and that agreements and/or easements are in place to allow for private improvements to be located on the adjacent property.
- 71. No proposed trees; structures for private utility infrastructure, lighting structures, utility vaults or cabinets; structures or walls with footing or foundation elements; building foundations, structural slabs, or building structural members; shall be located within existing or proposed public easement areas, within the public right-of-way, or within public property.
- 72. The Applicant shall enter into an Encroachment License Agreement with the City of Brea for all private improvements or non-standard improvements, improvements not in accordance with City of Brea Standard Plans and standards, located within the public right-of-way, public easement areas, or within public property.
- 73. All existing domestic, irrigation, and fire services are to be replaced with new service connections. All existing domestic, irrigation, and fire services are to be removed through the existing water main to the satisfaction of the City Engineer.
- 74. All proposed domestic, irrigation, and fire services shall be per the latest City of Brea Public Works Standards, meeting all City Building & Plumbing Code requirements, and be to the satisfaction of the City Engineer and the Brea Fire Department.
- 75. The Applicant shall install all public water meters, public vaults, public fire hydrants, FDC's, and above ground backflow prevention devices for all domestic, irrigation, and fire services and systems, at locations to the satisfaction of the City Engineer, the Building & Safety Division, and the Brea Fire Department. Easements shall be dedicated to the City for the maintenance, repair, and operation of all public water meters, public vaults, and public fire hydrants.
- 76. All existing and proposed fire hydrant and fire service infrastructure locations shall be subject to the review and approval of the City Engineer, the Building & Safety Division, and the Brea Fire Department. Installation of fire hydrants and fire service infrastructure shall be in accordance with City of Brea Public Works Standards and all applicable building codes.

- 77. All proposed sewer laterals and connections shall be per City of Brea Public Works Standards, to the satisfaction of the City Engineer and the Building & Safety Division.
- 78. The proposed development shall only be served by underground distribution utilities.
- 79. All proposed water, sanitary sewer, and storm drain infrastructure, all dry utilities, drives/roadways, street lighting, and associated infrastructure located within private property shall be private systems and infrastructure that is owned and maintained by the Applicant and/or HOA. All public water, public sanitary sewer, or public storm drain infrastructure that is located within private property, shall be located within an easement that is dedicated to the City of Brea as part of the Final Map.
- 80. All roadway traffic and parking controls located within the private development area shall be installed and maintained by the Applicant in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD). All roadway traffic and parking controls located within the private development area shall be to the satisfaction of the City Traffic Engineer.
- 81. Parking shall be prohibited from 25-feet before the beginning of curve through 25-feet after the end of curve at all intersections. The location of parking prohibitions shall be to the satisfaction of the City Traffic Engineer.
- 82. All private streets shall include street name signage that is clearly visible to motorists and meets current City standards. All proposed street name signage shall be to the satisfaction of the City Traffic Engineer.
- 83. All street lighting, both public and private, shall be in accordance with City and State design guidelines and requirements, and shall be to the satisfaction of the City Engineer.
- 84. Prior to the issuance of any building permit, the Applicant shall pay all applicable impact fees and connection fees as set forth in the City ordinances and in effect at the time of permit approval.
- 85. Prior to the issuance of any building permit, a completed Waste Management Plan (WMP) shall be submitted through Green Halo Systems by the Applicant and approved by the Public Works Department to ensure compliance with CALGreen and SB 1383 requirements. Each individual building permit shall include its own separate WMP submittal through Green Halo Systems for the proposed scope of work associated with each building permit.
- 86. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall demonstrate compliance with SB 1383 by identifying

the proposed location of 3-cart sets, for trash, recyclables, and organic materials, for each proposed residence. The Applicant shall demonstrate the proposed storage location and curbside cart placement for weekly servicing by the City's waste hauler, for each residence to the satisfaction of the City Engineer.

- 87. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall prepare Public Improvement Plans for the review and approval of the City Engineer, for the improvements to the public water main located within the private development from Greenbriar Lane to the point of connection to the private infrastructure located within the adjacent private property to the south. The Public Improvement Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Prior to any building permit issuance for the proposed developed site conditions, the Public Improvement Plans shall be approved by the City Engineer. Prior to the issuance of any permits associated with this scope of work for improvements located on adjacent private property, the Applicant shall provide verification to the satisfaction of the City Engineer, that all adjacent private property owners have provided approval of the design for the proposed improvements, and granted permission and authorization to perform the proposed work on the adjacent private property. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the issuance of any occupancy release. Prior to any occupancy release, the Applicant shall provide verification to the satisfaction of the City Engineer, that the improvements located on the adjacent private property to the south have been constructed to the satisfaction of the adjacent private property owners. The public improvements include, but are not limited to, the following items:
 - a. Removal and relocation of the existing public water main and all associated vaults, backflow devices, and infrastructure to the western portion of the proposed development as identified on the Vesting Tentative Tract Map. The proposed waterline removal shall take place from the existing main within Greenbriar Lane through the connection to the private infrastructure located within the adjacent private property to the south. The proposed water line relocation shall include the reconstruction of a 12-inch public water main, and all vaults, backflow devices and associated infrastructure, from the existing public main located within Greenbriar Lane through the connection to the private water system located within the adjacent private property to the south;
 - b. Removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing paving, curb and gutter, sidewalk, landscaping, water meters, backflow prevention, utility vaults, utility meters, vent pipes, fire hydrants, signage, street lights, power poles, and paving;

- c. Easement modification including the abandonment or quitclaiming of the existing public easement and the dedication a new public easement to the City of Brea for the proposed public water system. The proposed easement modification shall be included as part of the Final Map. All easement modifications shall be to the satisfaction of the City Engineer.
- d. All easement dedications required to facilitate the proposed connection of the public water system to the existing water system located on the adjacent private property to the south.
- 88. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall prepare Public Improvement Plans for the review and approval of the City Engineer, for all public improvements located within Aurora Avenue and Greenbriar Lane, and all proposed easements adjacent to Aurora Avenue and Greenbriar Lane. The Public Improvement Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Prior to any building permit issuance for the proposed developed site conditions, the Public Improvement Plans shall be approved by the City Engineer. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the issuance of any occupancy release. The public improvements include, but are not limited to, the following items:
 - a. All easement dedications and improvements required to facilitate the realignment of Greenbriar Lane as identified on the Vesting Tentative Tract Map. The proposed re-alignment shall include all improvements to the satisfaction of the City Engineer;
 - b. Asphalt removal and reconstruction of the full roadway section of Greenbriar Lane, from the westerly most storm drain improvements to the existing bridge connection adjacent to the intersection of S. Associated Road & Greenbriar Lane:
 - c. Removal and reconstruction of all existing sidewalk within the public right-ofway of Greenbriar Lane, from Aurora Avenue to the existing bridge connection adjacent to the intersection of S. Associated Road & Greenbriar Lane, immediately adjacent to the Project site. All proposed improvements shall be in accordance with current Americans with Disabilities Act (ADA) and City of Brea Public Works standards;
 - Removal of all existing parkway drains and/or curb drains serving the existing property, and reconstruction of curb and gutter to match the existing curb and gutter to the satisfaction of the City Engineer;

- e. Removal and replacement of existing curb and gutter within the public rightof-way of Greenbriar Lane and Aurora Avenue, immediately adjacent to the Project site, at locations to the satisfaction of the City Engineer;
- f. Removal of the existing Project driveway on Greenbriar Lane;
- g. The removal of existing curb and gutter, sidewalk, and paving infrastructure required to facilitate the construction of two (2) private drive/street connections to Greenbriar Lane. The proposed Project drive/street connections shall be in accordance with current Americans with Disabilities Act (ADA) and City of Brea Public Works standards. The proposed private drive/street shall include a minimum 5-foot sidewalk crossing, curb ramp, and crosswalk connection at the point of connection to Greenbriar Lane that meets all accessibility requirements. Note that an easement may be required to be dedicated to the City of Brea as part of the Final Map if the 5-foot crossing, curb ramp, and crosswalk connection encroaches into private property. No water meter, utility vaults, and/or other structures are to be located within the proposed private drive/street connections;
- h. Removal of existing storm drain infrastructure within Greenbriar Lane from the northerly right-of-way of Greenbriar Lane to the point of connection to the existing outfall to the Loftus Channel located on the private property. This includes but is not limited to the removal, replacement, and/or relocation of all existing public infrastructure impacted by the proposed improvements;
- i. Construction of a parkway culvert, and the reconstruction of concrete sidewalk and curb and gutter, along the northerly right-of-way of Greenbriar Lane:
- j. Construction of a proposed catch basin and storm drain system from Greenbriar Lane to the point of connection to the existing outfall to the Loftus Channel located on the private property. A public easement shall be dedicated to the City of Brea for the proposed public system as part of the Final Map;
- k. All improvements as required by OCFCD;
- I. All signage and striping improvements to Aurora Avenue and Greenbriar Lane to the satisfaction of the City Traffic Engineer;
- m. Removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, utility meters, vent pipes, fire hydrants, signage, street lights, power poles, and paving;

- n. All easement dedications and improvements required to facilitate the proposed utility improvements, modifications, and connections located within the public right-of-way. Proposed utility improvements, modifications, and connections located within the public right-of-way shall include items such as, but not limited to, the construction of domestic, irrigation, and fire water service connections and infrastructure; the construction of fire hydrants; the construction of storm drain connections to existing infrastructure; the construction of any required sanitary sewer service connections; the relocation of existing street lights; modifications to traffic signal and communications infrastructure; and the removal and/or relocation of utility vaults and/or meters.
- 89. Prior to the issuance of the first Certificate of Occupancy for the Project, the Developer shall pay the Project's fair-share contribution toward the installation of a traffic signal at Associated Road and the southerly driveway of the Brea Plaza Shopping Center, to the satisfaction of Community Development Director and/or Public Works Director.
- 90. Prior to the issuance of the 90th certificate of occupancy, the Applicant shall prepare Public Improvement Plans for the review and approval of the City Engineer, for all public improvements located at the intersection of Greenbriar Lane & S. Associated Road, and all proposed easements adjacent to said intersection. The Public Improvement Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the last certificate of occupancy release. The public improvements at the Greenbriar Lane / S. Associated Road intersection include:
 - a. Prior to modifications to the intersection and within six months following final Project approval, the Applicant and City shall conduct a joint community workshop with Glenbrook residents to receive feedback on potential intersection modifications designed to minimize cut-through traffic through the Glenbrook neighborhood. Potential improvements would be limited to modifications to the existing traffic signal to prohibit the east/west through movement on Greenbriar Lane and/or additional/modified signage and striping at the intersection to discourage cut-through traffic. Alternatively, consensus from the workshop could determine that no modifications to the intersection or traffic signal are warranted, which would satisfy the Applicant's obligation. The Applicant shall fund the costs associated with the meeting such as notices and refreshments.
 - b. Modification of the existing traffic signal, to prohibit east-west through traffic could be achieved by adding split phasing with arrows for the eastbound and westbound movements of Greenbriar Lane. Traffic signal modifications may include, but are not limited to, traffic signal control equipment, wiring, and

- programming. Additional or modified signage could include, but are not limited to, signs, markings, lane striping, and safety lighting. The final design of any intersection modifications shall be to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer.
- c. Construction of all Integrated Crime Center (ICC) improvements located within the public right-of-way or public easement areas, as identified by the Brea Police Department. ICC improvements may include, but are not limited to, the installation of PTZ surveillance camera and all electrical and communications connections to facilitate full operations and connectivity to the existing City of Brea communications system. The City shall first try to install the ICC improvements on existing traffic signal poles. If the existing traffic signal poles do not provide a sufficient view of the west leg of the intersection, ICC improvements may include the replacement of an existing Type I traffic signal pole with a Type 15TS pole on the northeast corner of the intersection._All improvements shall be designed and installed to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer.
- 91. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall prepare public improvement plans for all public improvements located at the intersection of E. Birch Street & S. Associated Road, for the review and approval of the City Engineer. The public improvement plans shall be prepared by a registered Civil Engineer and be in accordance with City of Brea Standard Plans and standards. Prior to building permit issuance, the public improvement plans shall be approved by the City Engineer. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the issuance of any occupancy release. The public improvements shall include but are not limited to the following items:
 - a. Restriping of E. Birch Street to facilitate an exclusive east-bound right-turn pocket. The final striping configuration shall include a separate bike lane located to the left of the right-turn pocket. All striping transitions and proposed turn pocket lengths shall be to the approval of the City Traffic Engineer;
 - b. Modification of the existing traffic signal to provide for eastbound right-turn arrows. Traffic signal modifications may include, but are not limited to, traffic signal control equipment, vehicle indications, safety lighting, wiring, and vehicle and bike detection systems. The proposed traffic signal modifications shall include all traffic signal infrastructure and associated improvements to facilitate full operations of the traffic signal to the satisfaction of the City Traffic Engineer and City Engineer;
 - c. Removal of the existing R73-5(CA) "Double Lane Left Turn or U-Turn" signs and installation of a R73-6(CA) "Double Left Lane Turn No U-Turn" signs at the intersection for the northbound left-turn lanes;

- d. Removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, utility meters, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
- 92. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall prepare public improvement plans for all public improvements located at the intersection of E. Birch Street & Redbay Avenue, for the review and approval of the City Engineer. The public improvement plans shall be prepared by a registered Civil Engineer and be in accordance with City of Brea Standard Plans and standards. Prior to building permit issuance, the public improvement plans shall be approved by the City Engineer. All improvements shall be constructed to the satisfaction of the City Engineer, including any field punch list items, prior to the issuance of any occupancy release. The public improvements shall include but are not limited to the following items:
 - a. Construction of all Integrated Crime Center (ICC) improvements located within the public right-of-way or public easement areas, as identified by the Brea Police Department. ICC improvements may include, but are not limited to, the installation of PTZ surveillance cameras and automated license plate reading (ALPR) cameras, and all electrical and communications connections to facilitate full operations and connectivity to the existing City of Brea communications system. All improvements shall be designed and installed to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer.
 - b. Modification of the City's fiber optic communication system to connect new video and surveillance systems as identified by the Brea Police Department. Modifications to the City's communication system may include, but are not limited to, new electrical service connection, installation of 2-inch conduit, pullboxes, fiber optic cable, and associated communications infrastructure required to connect the ICC improvements to the City of Brea's communications system. The proposed modifications shall include all communications infrastructure and associated improvements to facilitate full ICC operations to the satisfaction of the Brea Police Department, the City Traffic Engineer, and the City Engineer.
- 93. All public improvements, and improvements within the public right-of-way and public easement areas, shall be designed and constructed per current City standards and all other jurisdictional requirements, and shall be to the satisfaction of the City Engineer.

- 94. All existing public utilities located within the public right-of-way or within existing easements are to be protected in place, unless indicated otherwise by improvement plans approved by the City Engineer.
- 95. A City of Brea Public Works Encroachment Permit shall be obtained prior to any construction, improvements, or staging in the public right-of-way, within existing public easement areas, or within public property.

Parcel Map Conditions

- 96. The proposed subdivision shall occur in substantial conformance with the Vesting Tentative Tract Map submitted to the City Council, and all conditions set forth herein.
- 97. The proposed subdivision shall occur in substantial conformance with the plans and specifications approved through the City Council, and all conditions of said approval shall be implemented and incorporated herein.
- 98. Prior to the issuance of any building permit for the proposed developed site conditions, the Applicant shall submit a Final Map for review and approval of the City Engineer. Said Final Map shall include all right-of-way and easement dedication and/or vacations. The Final Map shall be submitted to the City Engineer for conformance review prior to submittal to the County of Orange Surveyor's Office. The Final Map shall be submitted directly to the County of Orange Surveyor's Office for review and approval of the technical portion of the Final Map. All public improvements shall be constructed, including any field punch list items, prior to Final Map approval by City Council and Final Map recordation with the County of Orange. All right-of-way and easement dedications and vacations shall be in accordance with all requirements set forth in the California Streets and Highways Code, the Subdivision Map Act, and the Brea City Code.
- 99. The Applicant shall complete the construction of all public improvements in the public right-of-way and within public easement or right-of-way dedication areas to the satisfaction of the City Engineer, and enter into a Subdivision Improvement Agreement and guarantee the installation of these improvements by providing sufficient bonds or sureties for both Faithful Performance and Labor and Materials in a form approved by the City Attorney before the approval of the Final Map. All bonds or sureties shall be provided in an amount to the satisfaction of the City Engineer.
- 100. Applicant shall be responsible to prepare all documentation and pay for any publication fee (if applicable) for the proposed dedications and/or vacations of rightof-way or easements.
- 101. The Applicant shall submit a Monumentation Bond as required by the Subdivision Map Act in a form approved by the City Attorney to guarantee payment for the

- setting of monuments. The bond amount shall be provided before the approval of the Final Map, by the Licensed Surveyor or Registered Civil Engineer preparing the Final Map. The Monumentation Bond shall be provided in an amount to the satisfaction of the City Engineer.
- 102. Prior to the release of the Monumentation Bond, the Licensed Surveyor or Registered Civil Engineer who prepared the Final Map shall submit a letter to the City Engineer verifying the setting of all monuments, confirming that all monuments have been set in conformance with the recorded Final Map, and confirming that the Applicant/Property Owner has paid the Licensed Surveyor or Registered Civil Engineer in full for the setting of the monuments.
- 103. Prior to the release of all Faithful Performance Bonds and Labor and Materials Bonds, all improvements shall be completed, constructed, and accepted by the City, and a warranty bond shall be provided in accordance with the Subdivision Improvement Agreement.

Fire Department

- 104. Prior to Building Final, the Applicant/Developer shall install a fire sprinkler system based on the information provided. Fire sprinkler plans shall be submitted to the Fire Department prior to installation. (CFC 903)
- 105. Prior to Building Final, the Applicant/Developer shall install a monitored fire alarm system in accordance with CFC Section 907. Plans shall be submitted to the Fire Department prior to installation. (CFC 907)
- 106. Residences shall comply with addressing set forth in CFC Chapter 5.
- 107. Final fire and life safety conditions will be addressed when the Fire Department reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), (California Fire Code (CFC), and related codes which are in effect at time of building plan submittal.
- 108. The Fire Code Official is authorized to enforce the fire safety during construction requirements of Ch. 33. (CFC & CBC)
- 109. The Fire Department is required to set a minimum fire flow for construction of all buildings per CFC appendix B and Table B105.1. The Applicant/Developer shall provide documentation to show where the water system capable of delivering said fire flow for 2 hours duration at 20-PSI residual operating pressure. Specific requirements for the Project will be determined at time of submittal. (CFC 507.3, Appendix B)
- 110. The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC and NFPA 24.

- 111. Prior to issuance of Building Permits, the Applicant/Developer shall furnish one copy of the water system plans for the Fire Department to review.
- 112. Prior to issuance of Building Permits, the Applicant/Developer shall submit a Brea Fire Master Plan which includes approved site plan for fire access lanes and signage. (CFC 501.3)
- 113. If applicable, a "Knox Box Rapid Entry System" shall be provided prior to Building Final. The Knox-Box shall be installed in an accessible location approved by the Fire Code Official. Electric powered gates shall be provided with Knox key switches for access by emergency personnel. Where manual operated gates are permitted, they shall be provided with a Knox box or Knox padlock. (CFC 506.1 & 503.6)

Police Department

- 114. The City has established an Integrated Crime Center (ICC). The ICC is a system comprised of advanced technology that is revolutionizing how the Brea Police Department prevents, manages, and solves crime. The Project will benefit from the installation of various ICC elements in the vicinity of the development that will allow the Brea Police Department to generate investigative leads, manage critical incidents in real-time, monitor special events, conduct traffic management and Emergency Operation Center functions, and conduct other crime prevention and suppression activities. The Applicant is; therefore, required to provide the following ICC elements:
 - a. Prior to release of Certificate of Occupancy:
 - i. The Applicant is required to design and install all electrical and communications connections to facilitate full operation and connectivity of ICC equipment installed at the E. Birch Street and Redbay Avenue intersection to the existing City of Brea fiber optic communications system traversing through the E. Birch Street and Redbay Avenue intersection. Modifications to the City's communication system may include, but are not limited to, a new electrical service connection, installation of 2-inch conduit, pullboxes, fiber optic cable, communications cables, and associated communications infrastructure as required to connect in the ICC elements. The installation of all improvements in the public right-of-way must comply with the specific requirements set by the Department of Public Works and the Police Department and is subject to the approval of the City Engineer and City Traffic Engineer to ensure compliance with all relevant technical and safety standards.
 - ii. The Applicant is required to design and install all electrical and communications connections to facilitate full operation and connectivity of ICC equipment installed at the S. Associated Road and Greenbriar Lane intersection to the City of Brea fiber optic communications system that will be installed within the traffic signal controller by others. Modifications to the City's communication system may include, but are not limited to,

- communications cables, fiber optic cables, and associated communications infrastructure as required to connect in the ICC elements. The installation of all improvements in the public right-of-way must comply with the specific requirements set by the Department of Public Works and the Police Department and is subject to the approval of the City Engineer and City Traffic Engineer to ensure compliance with all relevant technical and safety standards.
- iii. The Applicant shall provide funding for the procurement and installation of two PTZ video surveillance cameras as determined and approved by the Brea Police Department. One camera is to be installed at the E. Birch Street and Redbay Avenue intersection on an existing street light pole or a new dedicated Type 15 pole, or alternative as approved by the Brea Police Department, to accommodate a PTZ video. The other camera is to be installed on an existing traffic signal pole or a new pole at the S. Associated Road & Greenbriar Lane intersection as determined by the Brea Police Department, the City Traffic Engineer, and the City Engineer.
- 115. Prior to issuance of a demolition permit, the Applicant shall contact the Brea Police Department for potential emergency personnel training opportunities at the Project site/existing building to enhance safety of the community. If requested by the Police Department, the Applicant shall accommodate such training opportunities to its best ability.

Mitigation Compliance

- 116. The Applicant shall comply with all plans, programs and policies (PPP) and the required mitigation measures (MM) included in the Mitigation Monitoring and Reporting Program listed in the Project's Final Environmental Impact Report, as follows:
 - a. **PPP AE-1:** The proposed Project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Brea City Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.
 - b. **PPP AE-2**: All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises, per Brea City Code Section 20.220.040(L), Property Development Standards.
 - c. PPP AE-3: In accordance with Section 20.258.030(D)(2), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code, the architectural style and use of quality materials shall be consistent throughout the entire Project site.
 - d. **PPP AE-4:** In accordance with Section 20.258.030(D)(3.g), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code,

multiple structures on a single site shall be designed to create a strong visual relationship between and among the structures, and architectural treatments of structures shall be consistent on all sides.

- e. **PPP AE-5:** Art in Public Places Sculpture. Pursuant to the City of Brea Art in Public Places Policy Manual, the Applicant must submit a letter to City staff explaining efforts to be taken during construction to protect the existing art piece.
- f. PPP AIR-1: New buildings are required to achieve the current California Building Energy and Efficiency Standards (24 CCR Part 6) and California Green Building Standards Code (CALGreen) (24 CCR Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial updated with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- g. PPP AIR-2: Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- h. **PPP AIR-3:** Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:
 - i. **Rule 403**, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
 - ii. Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."
 - iii. **Rule 1113**, which limits the volatile organic compound content of architectural coatings.
 - iv. **Rule 1403**, which governs requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials.
- i. **MM AQ-1:** During construction, the construction contractor shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 10 grams per liter (g/L) for building architectural coating to reduce VOC emissions. Prior to building permit

issuance, all building and site plans shall note use of paints with a maximum VOC concentration of 10 g/L, and, the construction contractor(s) shall ensure that all construction plans submitted to the City of Brea Community Development Department clearly show this requirement.

- MM AQ-2: During construction the construction contractor shall, at minimum, j. use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower, except for the Telebelts anticipated for use. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Final emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to issuance of building permit, the Project engineer shall ensure that all plans clearly show the requirement for EPA Tier 4 Final emissions standards for construction equipment over 50 horsepower except for the Telebelts used for Project construction, Tier 4 Final models of which could not be verified as commercially available for purposes of this measure. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.
- k. PPP BIO-1: In compliance with the California Fish and Game Code, Migratory Bird Treaty Act (US Code, Title 16, Sections 703–712), birds and their active nests are protected; therefore, the trees on-site would be removed outside of the nesting season, either prior to February 15 or after August 15. If construction or other Project activities are scheduled to occur during the nesting bird and raptor season, a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist.
- I. PPP CUL-1: Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.
- m. **PPP CUL-2:** The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city,

- county, district, authority, or public corporation or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.
- n. **PPP CUL-3:** Adverse impacts to paleontological resources from developments on public lands (state, county, city, and district) require reasonable mitigation. (PRC Section 5097.5)
- o. PPP CUL-4: If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)
- p. MM CUL-1: If cultural resources are encountered during ground disturbing activities, work in the immediate area shall cease and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service) [NPS] 1983 shall be contacted immediately to evaluate the find(s). If the discovery proves to be significant as determined by the site archeologist, additional work such as data recovery excavation may be warranted and will be reported to the City.
- q. MM CUL-2: During ground-disturbing activities, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.
- PPP E-1: New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.

- s. PPP E-2: New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.
- t. **PPP E-3:** Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- u. PPP E-4: New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- v. **PPP GHG-1:** New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- w. PPP GHG-2: California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the Project, or salvaged for future use or sale and the amount (by weight or volume).
- x. **PPP GHG-3:** New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

- y. **PPP GHG-4:** New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.
- z. **MM GHG-1:** The Project Applicant shall design and build all residential homes to be electric, meaning that electricity is the primary permanent source of energy for water heating; mechanical; heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling); cooking; and clothes-drying. All major appliances (e.g., dishwashers, refrigerators, clothes washers and dryers, and water heaters) provided/installed shall be electric-powered EnergyStar-certified or of equivalent energy efficiency, where applicable. Prior to the issuance of building permits for new development projects within the Project site, the Project Applicant shall show provide documentation (e.g., building plans) to the City of Brea Building Division official or his/her designee, to verify implementation of this requirement. Prior to the issuance of the certificate of occupancy, the City of Brea shall verify implementation of the building electrification design requirement.
- aa. PPP HAZ-1: Project-related hazardous materials and hazardous wastes will be transported to and/or from the Project site in compliance with any applicable state and federal requirements, including the U.S. Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.
- bb. PPP HAZ-2: Project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed Project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Division, which serves as the designated Certified Unified Program Agency and which implements State and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental

- Release Prevention, (4) Above Storage Tank Program, and (5) Underground Storage Tank Program.
- cc. PPP HAZ-3: Project-related underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, and/or other regulatory agencies as necessary. Project-related use of existing USTs will also have to be conducted (i.e., used, maintained, and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).
- dd. **PPP HAZ-4:** Project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to:
 - i. South Coast Air Quality Management District's Rule 1403
 - ii. California Health and Safety Code (Section 39650 et seq.)
 - iii. California Code of Regulations (Title 8, Section 1529)
 - iv. California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
 - v. Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])
- ee. MM HAZ-1: Lead-Based Paint and Asbestos-Containing Materials. Prior to issuance of demolition permits, the Project Applicant shall conduct asbestos-containing material (ACM) and Lead Based Paint (LBP) surveys. The ACM and LBP surveys shall be conducted in accordance with EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) and South Coast Air Quality Management District (South Coast AQMD) rules. The results of the survey shall be submitted to the City prior to issuance of a demolition permit. If ACMs or LBPs are identified during the field surveys, an Operations and Maintenance (O&M) plan shall be implemented during the construction phase.
 - i. The ACM O&M plan shall be prepared by the Project Applicant in line with the California Code of Regulations Title 8, Section 1529.
 - ii. The LPB O&M plan shall be prepared by the Project Applicant in line with the California Code of Regulations Title 8, Section 1532.1.
- ff. **PPP NOI-1:** Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on

- Sundays. Project-related construction activity outside these hours would require City approval.
- gg. **PPP NOI-2:** The Project will comply with the City of Brea's stationary exterior noise standards, summarized in Section 8.20.050, Exterior Noise Standards, of the Brea City Code.
- hh. **PPP NOI-3:** The Project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor, as identified in Section 20.20.04, Vibration, of the Brea Zoning Code.
- ii. **PPP NOI-4:** The residential development will comply with the California Building Code, Part 2, Volume 1, Chapter 12, Section 1207.11.2, Allowable Interior Noise Levels.
- jj. **PPP NOI-5:** Residential exterior areas shall be designed to be sound attenuated against present and future transportation noise. New residential projects shall provide an acoustical analysis report by an acoustical engineer verifying proposed wall heights adjacent to SR-57 and commercial loading and unloading areas to satisfy the City General Plan's conditionally acceptable exterior noise standard of 65 dBA CNEL for land use compatibility and Section 8.20.050, Exterior Noise Standards, of the Brea City Code.
- kk. **PPP NOI-6:** The Project's covenants, conditions, and restrictions shall include a disclosure that the loading and unloading of goods may occur at adjacent commercial uses. The commercial use is subject to Section 20.258.030 (H)(3), Loading and Unloading Activities, of the Brea City Code, which states that in no event shall loading or unloading take place after 10:00 pm or before 7:00 am on any day of the week.
- II. **PPP NOI-7:** Residents of the Project shall be notified in writing before taking up residence adjacent to SR-57 that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a residential Project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4), Noise Notification, of the Brea City Code.
- mm. **PPP NOI-8:** Noise-generating equipment (air conditioning units) shall be reviewed during plan check for location and screening, to the extent feasible, to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3), Noise Generating Equipment, of Brea City Code.
- nn. **PPP PS-1:** New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).

- oo. **PPP PS-2:** The Project Applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).
- pp. **PPP PS-3**: As part of the Project review process, the City of Brea Fire Department will require approval of Building Plan Check for Site Plan and Emergency Access. Additional design features to address the City of Brea Fire Department's requirements will be incorporated as conditions of approval for the Project.
- qq. **PPP PS-4:** Development associated with the proposed Project will be designed, built, and operated in accordance with the City of Brea's City Code Chapter 15.08, Building Code, and Chapter 16.04, Brea Fire Code.
- rr. **PPP PS-5:** The Project Applicant is required to pay dispatch impact fees and all other development impact and/or special assessment fees as deemed applicable by the City of Brea.
- ss. **PPP PS-6:** The Project Applicant will provide strategically placed cameras at the Project site that will integrate with the Brea Policy Department's Integrated Crime Center (ICC) cameras. The placement of the cameras will be coordinated with the Brea Police Department.
- tt. **PPP PS-7:** Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.
- uu. **PPP PS-8:** Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.
- vv. **PPP RES-1:** The proposed Project is required to comply with Brea City Code Section 18.64.080 that establishes the subdivision regulations for the provision of park and recreational facilities through land dedication, installation of improvements, payment of in-lieu fee thereof, or a combination. New development is required to fund park and recreational development and improvements through the payment of park development fees.
- ww. PPP TRAF-1: Development Impact Fees. The proposed Project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 996). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees offset or mitigate the cumulative

- traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.
- xx. **PPP TRAF-2: Right-of-Way Improvements.** Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval of the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.
- yy. **PPP TRAF-3: Sight Distance Improvements.** The proposed Project is required to implement the following traffic improvements as a condition of approval at Brea Glenbrook Club Driveway/Project Driveway No. 1 at Greenbriar Lane (Intersection No. 8) and Project Driveway No. 2 and Greenbriar Lane (Intersection No. 9) to maintain clear line of sight for driver's exiting the Project site:
 - i. Trim and maintain foliage continuously within the corner sight distance limited use area up to 2.5 feet in height to remain consistent with Caltrans Highway Design Manual.
 - ii. Landscaping and/or hardscapes (i.e. monument signs) are required to be designed such that a driver's clear line of sight is not obstructed.
- zz. **PPP TCR-1:** Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the Project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.
- MM TCR-1: Prior to the commencement of any ground disturbing activity at the Project site, the Project Applicant shall retain a total of two Native American Monitors, each approved by the tribes that consulted on this Project pursuant to Assembly Bill AB52 (the "Tribe" or the "Consulting Tribe"), and in concurrence with the City of Brea as the CEQA lead agency. The Applicant shall coordinate with each of the Consulting Tribes to develop an executed contract to pay for tribal monitors to be present during ground-disturbing activities. Prior to the issuance of any permit necessary to commence a ground-disturbing activity, a copy of the executed contract shall be submitted to the City of Brea Community Development Department. The Tribal monitors will only be present during on-site and off-site portions of the area included as part of the Project grading or improvement permits during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribes as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area. The Tribal Monitors will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when all ground-

disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitors have indicated that all upcoming grounddisturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources. Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by Project activities shall be evaluated by the qualified archaeologist and Tribal monitors approved by the Consulting Tribes. If the resources are Native American in origin, the Consulting Tribes will have the on-site archeologist perform data recovery and secure the item(s) in their lab until the Project is completed on which consulting tribes will determine the best course of action. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease within 100 feet of discovery, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any qualifying historic archaeological resource deemed significant by a qualified archaeologist as a "historical resource" or "unique archaeological resource", shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

bbb. **PPP USS-1:** The Project will pay the Sanitary Sewer Connection Fees and Impact Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea City Code. Additionally, the Project will pay capital facilities fees to OCSD.

- ccc. **PPP USS-2:** The Project will pay the water impact fees, water connection fees, and fire service connection fees collected by the City of Brea, which covers costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.
- ddd. **PPP USS-3:** Landscaping installed on-site shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.
- eee. **PPP USS-4:** Plumbing fixtures installed on-site shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.
- fff. **PPP USS-5:** The Project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the Brea City Code.
- ggg. **PPP USS-6:** The Project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed Project to prepare and implement a water quality management plan to:
 - i. Control release of contaminants into storm drain systems.
 - ii. Educate the public about stormwater impacts.
 - iii. Detect and eliminate illicit discharges.
 - iv. Control runoff from construction sites.
 - v. Implement BMPs and site-specific runoff controls and treatments.
- hhh. **PPP USS-7:** California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the Project, or salvage for future use or sale and the amount (by weight or volume).
- iii. **PPP USS-8:** The Project will abide by AB 341 and AB 1826. The Project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.
- jjj. PPP USS-9: New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building

Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.

City of Brea



Planning Commission Communication

B. Environmental Impact Report No. 2024-01, Vesting Tentative Tract Map No. 2024-01, General Plan Amendment No. 2024-02, Zone Change No. 2024-02, Precise Development No. 2024-02, and Development Agreement No. 2024-01: Greenbriar Residential Project (The Village at Greenbriar) at 1698-1700 Greenbriar Lane

A request to allow demolition of an existing office building and a parking structure, and construction of a housing development consisting of 179 single-family attached units located at 1698-1700 Greenbriar Lane.

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	PUBLIC HEARINGS Item: 3B.
ТО	FROM
Chair and Members of the Planning Commission	Joanne Hwang, City Planner

EXECUTIVE SUMMARY

The Applicant, Lennar Homes of California, LLC, is requesting approvals of Environmental Impact Report (EIR) No. 2024-01, Vesting Tentative Tract Map (TTM) No. 2024-01, General Plan Amendment (GPA) No. 2024-02, Zone Change (ZC) No. 2024-02, Precise Development (PD) No. 2024-02, and Development Agreement (DA) No. 2024-01 for the Greenbriar Residential Project (The Village at Greenbriar), which includes the demolition of an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construction of a residential development consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park. The proposed project is located at 1698-1700 Greenbriar Lane (the "Project Site").

The above-mentioned entitlements herein are referred to as the "Project." The Planning Commission serves as a recommending body to the City Council. The City Council is the final decision authority on the Project.

RECOMMENDATION

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

- Adopt a resolution to certify a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
- 2. Adopt resolutions approving the following entitlements, based on findings and conclusions, subject to the recommended conditions of approval (Attachment B):
 - a. TTM No. 2024-01, to allow for a condominium map;
 - b. GPA No. 2024-02, to modify the Project site's General Plan land use designation from General Commercial to a Mixed-Use II land use designation; and
 - c. PD No. 2024-02, to demolish an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construct a residential development

consisting of 179 single-family units (detached and attached) including landscaping and common open space areas, which would include a private park.

- 3. Adopt ordinances approving the following entitlements, based on findings and conclusions:
 - a. ZC No. 2024-02, to modify the Project site's zoning from C-G General Commercial Zone with a Precise Development (P-D) overlay to a Mixed-Use II (MU-II) Zone; and
 - b. DA No. 2024-01, for a contract between the Applicant and the City, defining terms of development proposed by vesting the City's approval while specifying public benefits.

BACKGROUND

Project Location

The Project site, located at 1698-1700 Greenbriar Lane, is a 9.7-acre property that is situated west of South Associated Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center. The Project site is currently developed with a 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and was most recently occupied by Mercury Insurance. Vehicle access to the Project site is currently provided by one driveway approach on Greenbriar Lane and an internal access road that connects the Project site to the Brea Plaza Shopping Center along the southern property line. The Project site has a General Plan land use designation of General Commercial and a zoning designation of C-G with PD Overlay. The Project Vicinity Map, the surrounding land uses and zoning designations are shown in Figure 1 and Tables 1 and 2 below.



Figure 1. Project Vicinity Map

TABLE 1 – Surrounding Land Uses

North	Single-family residential uses
East	Single-family residential uses (across the Fullerton Creek drainage channel & S. Associated Road)
South	Brea Plaza Shopping Center

West	Brea Mall (across State Route SR-57 & State College Avenue)

TABLE 2 – Surrounding Zoning Designations

North	Multiple Family Residential (R-2)	
East	Single-Family Residential (R-1) (across the Fullerton Creek drainage channel & S. Associated Road)	
South	C-G	
West	Regional Commercial (C-C) and Mixed-Use I (MU-I) (across State Route SR-57 & State College Avenue)	

<u>Entitlement History</u>

- In 1975, the existing 164,908 square foot office building was approved under Precise Development (PD No. 19-75) and Parcel Map (PM No. 3-75) as part of the Brea Plaza Office Park, which included the Project site and the site that is now occupied by the Brea Plaza Shopping Center.
- In 2005, the construction of the three-level parking structure was approved under Conditional Use Permit (CUP No. 05-02), Precise Development (PD No. 05-01), and Mitigated Negative Declaration (ND No. 05-01).
- Private agreement: The Project site and Brea Plaza Shopping Center are currently under an existing memorandum of understanding (MOU) that allows customers of the Brea Plaza Shopping Center to use approximately 180 parking spaces located at the Project site during normal business hours, and all of the surface parking spaces (approximately 500 spaces) after 5:00 p.m. and on weekends. The MOU expires in April 2026, unless voluntarily terminated by both parties sooner.
- Current proposal:
 - o On March 27, 2024, the Applicant filed the planning applications for the Project, which included aforementioned entitlements.
 - o On February 25, 2025, the Planning Commission was presented with an introduction to the Project, which provided a detailed overview of the Project.

Project Description

The Applicant proposes to demolish an existing 164,908 square foot office building, a three-level parking structure, and surface parking and associated landscape areas, and construct a residential development consisting of 179 for-sale, single-family units (detached and attached), including landscaping and common open space areas, which would include a private park. Figure 2 below illustrates the proposed Project Layout (Attachment H – Illustrative Site Plan).

Figure 2. Proposed Project Layout



Overall, the Project layout proposes a row of buildings along the northern, eastern, and southern property lines as well as smaller vertical rows of buildings towards the center of the development, with the site access taken from two new access points off of Greenbriar Lane. The Project would include 67 buildings consisting of three different housing products (The Courts, The Yards, and The Villas), providing a total of 179 units, ranging between one- to four-bedrooms and three- to four-stories.

The detailed Project description can be found in the February 25, 2025 Planning Commission Staff Report, which is Attachment C of this report.

Also, the Technical Background, Vicinity Map, Project Application, Project Description, Illustrative Site Plan, Civil Sheets, and Floor Plans and Elevation are provided as Attachments D through J, respectively.

ANALYSIS

General Plan Amendment No. 2024-02

The Project requires a General Plan Amendment to change the General Plan Land Use designation of the Project site from General Commercial to Mixed Use II. The Project is consistent with various goals and policies of the General Plan, including the City's 6th Cycle Housing Element. Specifically, the Project would further General Plan Policy CD-1.1 ("Create neighborhoods that effectively integrate single-family and multi-family housing with convenience and neighborhood shopping centers, park and recreation areas, and other uses appropriate for the neighborhoods"), CD-1.5 ("Provide opportunities for development of housing that responds to diverse community needs in terms of density, size, location, design and cost"), CD-1.9 ("Encourage new development that is organized around compact, walkable, mixed-use neighborhoods and districts to conserve open space resources, minimize infrastructure costs, and reduce reliance on the automobile"), as it would provide for a new, for-sale housing units in the City, within an mixed-use area with a pedestrian connection to a neighborhood shopping center, and facilitate housing growth that would assist in achieving the City's RHNA goals.

Zone Change No. 2024-02

The Project requires a Zone Change to change the zoning designation of the Project site from C-G with a PD overlay to MU-II. The MU-II Zone allows for "either vertical or horizontal integration of uses" and emphasizes "tying together the uses with appropriate pedestrian linkages," and stand-alone residential projects are allowed when part of a larger mixed-use development area. The Project would be compatible to surrounding land uses, which are a mixture of residential and commercial land uses within a larger mixed-use development area and would provide a pedestrian accessway connecting the Project site and the Brea Plaza Shopping Center. In addition, the proposed Project, which entails 179 single-family units (176 attached units and three detached units), have been classified as a Dwelling, Single-Family Attached use, pursuant to the established definition within the Brea City Code (BCC). As such, the proposed Project is an allowed use within the MU-II Zone. In addition, the Project site is physically suitable to accommodate the Project's density and land use.

Precise Development No. 2024-02

Development Standards

In the MU-II Zoning district, PD review is required for residential construction of five or more units and non-residential construction that is over 10,000 square feet of gross floor area. The intent of PD review is to ensure that the Project complies with the applicable development standards and also allows for architectural review of the Project. As proposed, and conditioned, the Project represents quality design and complies with a majority of the development standards of the MU-II Zone for stand-alone residential projects as shown on Table 3 below:

TABLE 3 – Compliance with Development Standards

Development Standard	Zoning Code Standards (min./max.)	Proposed
Minimum Project Size	2,500 sq. ft.	422,478 sq. ft.
Millimum Froject Size	2,300 34. 11.	(approximately 9.7 acres)
Density	6.1 to 40 du/ac	18.4 units per acre
Floor Area Ratio (FAR)	2.00	1.20
Height	60 ft.	The Courts – 36'-11" for the five-unit buildings & 36'-9" for the 10-unit buildings The Villas – 44'-2" or 48'-11", depending on style option The Yards – 35'-7" or 41'-5", depending on style option
Building Setbacks		
Front (S. Associated Road)	15 ft.	155'-7"
Street Side (Greenbriar Lane)	15 ft.	*12'-3" to 23'-4"
Interior Side	10 ft.	10'
Rear (State Route SR-57)	20 ft.	*16'-7" to 61'-9"

Landscape Setbacks		
Front (S. Associated Road)	Front: 8 ft.	29'-9''
Street Side (Greenbriar Lane)	Street Side: 8 ft.	12'-3" to 23'-4"
Interior Side	Interior Side: 5 ft.	10'
Rear (State Route SR-57)	Rear: 5 ft.	5'-8''
Common Open Space	100 sq. ft. per unit (Minimum dimension shall be 15 feet.)	39,995 sq. ft.
Private Open Space	75 sq. ft. per unit (Minimum dimension shall be 8' feet)	Range in size from 96 sq. ft. to 347 sq. ft. (balconies, roof top decks, private courtyards)
**Parking	448 (358 garage spaces; 90 guest spaces)	*397 (342 garage spaces; 55 guest spaces)

^{*}Minor Conditional Use Permit (MCUP) would be required to modify the required minimum development standard.

The Project Site is adequate in size and shape to accommodate the proposed development and all of the yards, setbacks, walls or fences, landscaping, and other features, except for the following three development standards: minimum street side setback, minimum rear setback, and minimum parking requirements. The minimum street side setback per the BCC is 15 feet and the Project identifies street side setbacks that range from 12'-3" to 23'-4". The minimum rear setback per the BCC is 20 feet and the Project identifies rear setbacks that range from 16'-7" to 61'-9". As for the minimum parking requirements, the BCC requires two covered parking spaces for each unit plus 0.5 covered or uncovered parking spaces for each dwelling unit for guest spaces for a Dwelling, Single-Family Attached land use. Therefore, the minimum required parking per BCC would be a total of 448 off-street parking spaces (358 enclosed garages and 90 guest parking spaces), and the Project provides a total of 397 parking spaces, of which 342 spaces are enclosed garage spaces and 55 spaces are exterior guest parking spaces. The difference between the BCC minimum requirement and the Project proposal would be 51 spaces (16 covered spaces, which is associated with one-bedroom units only, and 35 guest parking spaces).

In order to ensure compliance with BCC, the draft Conditions of Approval (Attachment B) requires the Applicant to either update the Project plans to comply with the applicable development and/or obtain subsequent approval of a MCUP or any other available administrative permit for the requested modification of standards. In addition, the draft Conditions of Approval also requires the Project to provide Covenants, Conditions, and Restrictions (CC&R's) as well as a Parking Management Plan (PMP) that would, among other things, identify parking management strategies, such as a requirement for the residents to use the garage spaces for vehicle parking only, implementation of parking rules/control, visitor parking management, and methods to address potential parking issues. With the required plan update and/or subsequent approval of an MCUP or other available administrative permits, as well as the proposed conditions of approval, the Project would be consistent with the development standards of the MU-II Zone and therefore, compatible with the surrounding area.

^{**}Land use classification applied to determine minimum parking requirements: *Dwelling, single-family attached, 2 covered parking spaces for each unit plus 0.5 covered or uncovered parking spaces for each dwelling unit for guest spaces.*

In addition, the Project was reviewed by various departments, including the Fire Department, Police Department, Public Works Department and the Building & Safety Division. The Project is required to meet all Building and Fire codes and standards, thereby assuring the public health, safety, and welfare. To further ensure the Project would be compatible with surrounding uses and not adversely affect the public, health or general welfare, staff has prepared draft Conditions of Approval. Notably, a condition has been recommended by the Police Department for the Project to provide communication infrastructure and funding improvements at two intersection: E. Birch Street/Redbay Avenue and S. Associated Road/Greenbriar Lane. The Project and the community would benefit from the development of the Integrated Crime Center that will aid the Police Department in preventing, managing, and solving crime. In addition, the Project would be subject to paying development impact fees including, but not limited to: Dispatch Impact Fees, Fire Impact Fees, Traffic Impact Fees, Sewer Impact Fees, Orange County Sanitation District Fees, Water Impact Fees, Storm Drainage Fees, Park Development Fees, School District Fees.

Art in Public Places

The Project would be required to comply with the City's Art in Public Places (APP) Ordinance and Policy Manual. The Applicant has indicated that the existing art sculpture located on the northeast corner of the property would remain and preliminary discussions have occurred with City staff. Ultimately, the Art in Public Places Committee would review a formal proposal for the existing art sculpture retention upon the Project approval to ensure compliance with APP requirements.

Vesting Tentative Tract Map No. 2024-01

The Project requires a tract map for condominium purposes to accommodate the proposed single-family attached dwelling units. Common areas would be established for vehicular and pedestrian circulation and for open space purposes, with a homeowner's association having responsibility for all common facilities. CC&Rs would be conditioned for the Project, to ensure proper maintenance is provided for the common areas of the Project site. Also included in the map are proposed easements for public utilities and ingress/egress for emergency vehicles.

As proposed, the site is physically suitable for the type of development proposed. The Project site has and will continue to maintain proper infrastructure and related City services in place to support the proposed development. The proposed design and associated improvements satisfy the minimum lot size, width, lot depth and life safety needs required for properties in the MU-II Zone.

Development Agreement No. 2024-01

The Project includes a request for a DA, which is a contract for development that provides a property owner or developer a vested right to proceed with an approved development in exchange for the City obtaining benefits beyond what would otherwise be required by existing regulations and ordinances. As indicated in the Draft DA (Attachment K), the Applicant intends to satisfy the City's affordable housing requirements either by: 1) providing an off-site 100% affordable housing project; 2) providing land to the City for the development of an affordable housing project; or 3) providing on-site affordable housing at the Project site. Given that the City Council is the decision authority that decides on the agreement and terms, staff will further refine the draft DA and present the final DA for consideration at the future City Council meeting.

ENVIRONMENTAL ASSESSMENT

The City, as the lead agency with the assistance of PlaceWorks, prepared an EIR in authority and criteria contained in the CEQA Guidelines and the environmental regulations of the City. An EIR is the highest level of environmental review under CEQA.

EIR Timeline:

- On July 31, 2024, the City issued a Notice of Preparation (NOP) informing the public that an EIR is being
 prepared for the Project and provided information on the planned scoping meeting. The public comment
 period concluded on September 3, 2024, and a total of six agencies and interested parties responded to the
 NOP and provided written comments.
- On August 21, 2024, the City held a scoping meeting on the Project's EIR. A total of six individuals were in attendance, where the majority were residents of the Glenbrook community. At the end of the meeting, one written comment card was submitted. In general, the comments expressed during the meeting were concerns regarding traffic, street parking, noise, and aesthetics (height/massing).
- On December 12, 2024, the City issued a Notice of Availability (NOA) to provide the public and agency review
 of the Draft EIR (DEIR).
- On December 13, 2024, the DEIR was released for public review. The public comment period concluded on January 28, 2025, and a total of three agencies and interested parties responded to the DEIR and provided written comments. Response to comments will be provided as a part of the Final EIR (FEIR).
- On March 5, 2025, the FEIR, which includes response to DEIR comments, was released for public review.

Draft EIR Summary:

- 20 environmental topics were reviewed.
- There are no topics analyzed that resulted in significant and unavoidable impacts.
- Six topics that were found not to be significant:
 - Agriculture and Forest Resources
 - Biological Resources
 - Geology and Soils
 - Hydrology and Water Quality
 - Mineral Resources
 - Wildfires
- Nine topics that resulted in a less than significant/no impact without mitigation:
 - Aesthetics
 - Energy
 - Land Use and Planning
 - Noise
 - Transportation
 - Utilities and Services Systems
 - Population and Housing
 - Public Services
 - Recreation
- Five topics that resulted in a less than significant impact with mitigation incorporated:
 - Air Quality
 - Cultural and Paleontological Resources
 - o Tribal Cultural Resources
 - o Greenhouse Gas Emissions
 - o Hazards and Hazardous Material

Final EIR

The FEIR was prepared pursuant to Section 15132 of the CEQA Guidelines, which contains response to agency and public comments made on the DEIR and a summary of revisions to the DEIR resulting from comments. Along with the FEIR, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared, which memorializes the proposed mitigation measures, along with the Draft Findings of Fact (FOF), which provides conclusions and findings required by the CEQA Guidelines. The Final FOF will be presented for consideration at the future City Council meeting. The FEIR can be accessed on the following link (https://www.cityofbrea.gov/DocumentCenter/View/17708/Final-EIR?bidId=), and MMRP and FOF are provided as Attachments L and M, respectively. The other environmental documents for the Project, including the NOP, NOA, and DEIR, can also be accessed on the following link: https://www.cityofbrea.gov/166/Projects-in-Process.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved mailed notices sent to property owners within 500-feet of the Project site, and publication in the Brea Star-Progress. The public hearing notice for the Project is provided as Attachment N. As of the writing of this report, staff has received one public comment via email (Attachment O). The comment expressed concerns with parking and utilities, specifically water and power.

CONCLUSION

The Project is consistent with the goals and policies of the General Plan, including the City's 6th Cycle Housing Element, and a majority of the provisions of the BCC. For the three development standards that are deviating from the provisions of the BCC (i.e. minimum street side setback, minimum rear setback, and minimum parking requirements), the Applicant would either be required to update the Project plans to comply with the applicable development and/or obtain subsequent approval of a MCUP or any other available administrative permit for the requested modification of standards. The Project offers a high-quality residential product on an underutilized site and provides pedestrian connectivity between the commercial uses at the Brea Plaza Shopping Center and a transitional buffer for the existing residential neighborhood to foster a vibrant mixed-use area. In addition, the environmental analysis prepared as part of the EIR concluded that there are no significant and unavoidable impacts.

It is for these reasons discussed above and the information within this report and its attachments that staff recommends that the Planning Commission adopt the resolution (Attachment A) recommending that the City Council approve the Project and certify the EIR prepared for the Project.

RESPECTFULLY SUBMITTED:

Joanne Hwang, AICP, City Planner

Prepared by: Rebecca M. Pennington, Senior Planner

ATTACHMENTS

- A. Draft Resolution
- B. Draft Conditions of Approval
- C. February 25, 2025 Planning Commission Staff Report
- D. Technical Background
- E. Vicinity Map
- F. Project Application

- G. Applicant's Project Description
- H. Illustrative Site Plan
- I. Civil Sheets
- J. Floor Plans and Elevations
- K. Draft Development Agreement
- L. Mitigation Monitoring and Reporting Program (MMRP)
- M. Draft Findings of Fact (FOF)
- N. Public Hearing Notice
- O. Public Comment

Attachments

Attachment A - Draft PC Resolution.pdf

Attachment B - Draft Conditions of Approval.pdf

Attachment C - February 25, 2025 Planning Commission Staff Report.pdf

Attachment D - Technical Background.pdf

Attachment E - Vicinity Map.pdf

<u>Attachment F - Project Application.pdf</u>

Attachment G - Applicant's Project Description.pdf

Attachment H - Illustrative Site Plan.pdf

Attachment I - Civil Sheets.pdf

Attachment J - Floor Plans & Elevations.pdf

<u>Attachment K - Draft Development Agreement.pdf</u>

Attachment L - Mitigation Monitoring and Reporting Program (MMRP).pdf

Attachment M - Draft Findings of Fact (FOF).pdf

<u>Attachment N - Public Hearing Notice.pdf</u>

Attachment O - Public Comment Email.pdf

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

Minutes for the Planning Commission

1 Civic Center Circle, Brea, California 92821 March 11, 2025

Roll Call: (The following members were in attendance)

- Melanie Schlotterbeck, Chair
- Blake Perez, Vice Chair
- Tom Donini. Commissioner
- Bill Madden, Commissioner
- Ted Gribble, Commissioner

1. GENERAL SESSION

1A. Call to Order/Roll Call - Commission

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

1B. Invocation

Pastor Tyler Lemen with Birch Street Friends Church led the invocation.

1C. Pledge of Allegiance

Commissioner Gribble led the Pledge of Allegiance.

1D. Matters from the Audience

Elizabeth Hansberg, co-founder of People For Housing OC, commented on the urgency of housing, commended the City's efforts to meet housing element requirements, and advocated for implementing varied housing programs.

City Planner, Joanne Hwang noted staff received ten written email comments regarding Item 3A and 3B, which had been provided to the commissioner and the public.

2. CONSENT CALENDAR

2A. February 25, 2025 Planning Commission Meeting Minutes-

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

3. PUBLIC HEARINGS

3A. Brea Plaza Shopping Center Apartment Project (Brea Plaza Living) – General Plan Amendment No. 2024-01, Zone Change No. 2024-01, Density Bonus No. 2024-01, Precise Development No. 2024-01 and Conditional Use Permit Nos. 2024-03, 2024-04, and 2025-05.

Prior to the staff presentation, Commissioner Gribble recused himself due to potential issues with the due process rights of the owner of the project site, based on his involvement in the group that opposed a development project that was previously proposed at the project site.

Jessica Newton, Senior Planner, provided a presentation of the project.

The Planning Commission asked questions regarding the following topics:

- Clarification on the project consideration/approval process
- Cumulative CEQA/EIR Impact
- Clarification on Condition of Approval Nos. 16, 74, and 101
- Whether or not the pedestrian accessway would have gates
- Caltrans traffic study
- Compliance with the State's organic waste requirements
- Clarification what constitutes as health and safety impacts under the State density bonus law
- Potential impacts of the reduced setbacks on accessibility of emergency service vehicles
- Type of signage (illuminated vs lighted)
- Clarification on the parking demand study
- Construction staging areas
- Location for delivery/loading area for packages, move-ins/outs, etc.
- Landscaping plan and plant palette
- Security cameras for bicycle storage room
- The distribution of EV charging stations
- Impact fees, such as park fees and school fees
- Ingress/egress at the property

- Bird-safe balcony glass
- Clarification of the previous project's approval, referendum, and withdrawal
- Easement and separation between two agenda items
- The City's role in coordinating bus routes within the City with Orange County Transit Authority (OCTA)
- Park impact fee and how the City prioritizes the usage of such fee
- The zoning designation of the previous project and the current project
- Clarification on the parking demand study findings
- Shared parking between shopping center and proposed project
- Process for updating parking management plan
- Micro transit program

City Attorney Steven Flower, City Planner Joanne Hwang, Assistant City Manager/Community Development Director Jason Killebrew, Senior Planner Jessica Newton, Traffic Engineer Dave Roseman, and Angela Wolfe from First Carbon Solutions (City's consultant) responded to the commissioners' questions.

Chair Schlotterbeck opened the Public Hearing and invited the applicant to speak.

Project contact, Waad Nadhir of BOSC Realty Advisors, provided a presentation of the project and responded to commissioners' questions with Marice DiPasquale providing additional details.

Chair Schlotterbeck then opened the floor for public comments.

The following members of the public spoke in support of the project:

- Dennis Arp
- Roland Trudell
- Craig Farris
- Son Mai
- Bev Perry
- Dwight Manley

The following members of the public spoke in opposition of the project:

- Carolyn Dail
- Zubin Chichgar
- Moneque Pratt

Chair Schlotterbeck closed the public hearing after noting that no additional members of the public wished to address the Commission. After further discussion and deliberation, a motion was made by Chair Schlotterbeck and seconded by Vice Chair Perez to recommend approval of the project to the City Council, with the following items:

- Addition of a new condition of approval, requiring the Applicant to participate in a microtransit circulation system/program (i.e. trolley system) if such a program becomes available in the future.
- Recommendation that the City Council consider the following:
 - Requiring the inclusion of at least one California-native, drought-tolerant tree in the landscaping plan; and
 - Direct staff to communicate with Orange County Transit Authority (OCTA) regarding potential extension/modification of the existing bus service along Associated Road to accommodate future residential dwelling units in the area.

The motion carried with a vote of 3-0-1-1 with Commissioner Donini's abstention and Commissioner Gribble's recusal.

3B. Environmental Impact Report No. 2024-01, Vesting Tentative Tract Map No. 2024-01, General Plan Amendment No. 2024-02, Zone Change No. 2024-02, Precise Development No. 2024-02, and Development Agreement No. 2024-01: Greenbriar Residential Project (The Village at Greenbriar) at 1698-1700 Greenbriar Lane

Prior to the staff presentation, Commissioner Donini recused himself as he received a campaign contribution in amount that is larger than \$500 from one of the owners of the project site within the last 12 months.

Rebecca Pennington, Senior Planner, provided a presentation of the project.

The Planning Commission asked questions regarding the following topics:

- Parking Enforcement
- MU-II zoning designation

- Clarification on Condition of Approval Nos. 10, 90, 91, and 116
- Fair share cost related to traffic signal at Brea Plaza
- Potential traffic signal at Redbay Avenue/Birch Street
- Clarification on Traffic Study
- Cut-thru traffic in the Glenbrook neighborhood
- Potential traffic calming measures on Aurora Avenue and Greenbriar Lane
- Proposed traffic signal modifications at Greenbriar Lane/Associated Road
- Any shared access of Glenbrook HOA amenities
- Recreation Vehicle storage
- Incorporation of California-native trees in landscaping design
- Traffic volume comparison between office use and proposed residential use
- Clarification on peak period used in the traffic study
- Property owner of the existing "knuckle" on Greenbriar Lane
- Stop signs at the entries to the project site
- Construction staging areas
- Availability of utilities, such as water and power, and whether the existing system would be able to handle increased usage; past water main breaks
- Pedestrian access to/from Brea Plaza
- Project phasing
- Grade difference along Greenbriar Lane
- City of Brea overnight parking permit requirements
- Signage for the Tracks at Brea near project site
- Potential for providing parking over flood control channel
- Need for directional signage
- Crosswalk near school bus stop

Chair Schlotterbeck then opened the Public Hearing and invited the applicant to speak.

The applicant's representative, Peter Carlson of Carlson Strategic Land Solutions, provided a presentation of the project and responded to commissioners' questions.

City Attorney Steven Flower, City Planner Joanne Hwang, Community Development Director Jason Killebrew, Senior Planner Rebecca Pennington, and Traffic Engineer Dave Roseman responded to the commissioners' questions.

Chair Schlotterbeck then opened the floor for public comments.

The following member of the public spoke in support of the project:

Dennis Arp

The following members of the public spoke in partial support of the project, stating that there are still concerns and/or questions:

- Carolyn Dail
- Zubin Chichgar

The following member had comments and questions regarding the project:

Craig Farris

The Following member of the public spoke in opposition of the project:

Bev Perry

Chair Schlotterbeck closed the public hearing after noting that no additional members of the public wished to address the Commission.

After further discussion and deliberation, Motion was made by Commissioner Madden and seconded by Vice Chair Perez to recommend approval of the project to the City Council, with the following items:

- Several revisions and additional conditions of approval were added, as follows:
 - Revision to Condition of Approval No. 90 to require a community engagement for the potential traffic signal modification at Greenbriar Lane/S. Associated Road;
 - Revision to Condition of Approval No. 10 to update language related to pedestrian connection to Brea Plaza;
 - Revision to Condition of Approval No. 8 to require at least one California-native tree;

- A new condition requiring installation of a sign providing direction to The Tracks at Brea;
 and
- A new condition requiring installation of a free book exchange structure.
- Recommendation that the City Council consider the following:
 - Require the Applicant to provide sufficient funds for the City to comprehensively study
 and implement measures that may be needed to address identified issues related to cutthrough traffic within Glenbrook neighborhood;
 - Encourage the Applicant to study feasibility of providing parking over the flood control;
 and
 - Study feasibility of a crosswalk at the new 4-way intersection within Greenbriar Lane to accommodate for a school bus stop during the design phase of the project, and if warranted, require the project to install such crosswalk

The motion carried 4-0-1 with Commissioner Donini's recusal.

4. ADMINISTRATIVE ITEMS

4A. Committee Reports

Commissioner Madden provided an update regarding the Art in Public Places committee.

4B. Informational/Project Updates

None.

5. ADJOURNMENT

Chair Schlotterbeck adjourned the meeting at 10:38 PM

TECHNICAL BACKGROUND

Case No:	Environmental Impact Report No. 2024-01
----------	---

Vesting Tentative Tract Map No. 2024-01

General Plan Amendment 2024-02

Zone Change No. 2024-02

Development Agreement No. 2024-01 Precise Development No. 2024-02

Property Location: 1698-1700 Greenbriar Lane (APN 319-102-34)

Project Site Size: 422,478 SF (9.7 acres)

964 – 1,946 SF (The Courts - Residential)

Building Size: 2,294 – 2,503 SF (The Villas - Residential)

1,846 – 2,450 SF (The Yards - Residential)

505,265 SF (Total Area - All Units)

Applicant: Lennar Homes of California, LLC

2000 Fivepoint, Suite 365

Irvine, CA 92618

General Commercial General Plan Designation:

Zoning Designation: (C-G) General Commercial with a Precise Development

(PD) Overlay

Adjacent Zoning

North: Multiple Family Residential (R-2)

South: General Commercial (C-G)

West: Regional Commercial (C-C) and Mixed-Use I (MU-I)

(across State Route SR-57 & State College Avenue)

East: Single-Family Residential (R-1) (across the Fullerton

Creek drainage channel & S. Associated Road)

Site and Neighborhood

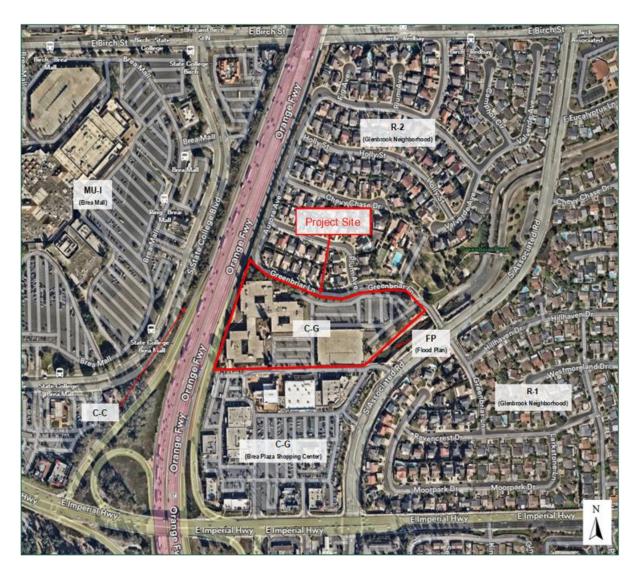
The Project site is a 9.7-arce property that is situated west of South Associated Road, south of Greenbriar Lane, and Characteristics:

north of the Brea Plaza Shopping Center. The site is surrounded by a mix of uses, including residential and

commercial uses.

Public Hearing Notices and Outreach:

Legal Notice was published in the Brea Star Progress on February 27, 2025, and 110 notices were sent to all property owners within a 500-foot radius of the subject property.



SUBJECT PROPERTY AND VICINITY MAP

DATE: APRIL 1, 2025

CASE NO:

ACCELA RECORD NO. PLN-2024-00020

ENVIRONMENTAL IMPACT REPORT NO. 2024-01

VESTING TENNTATIVE TRACT MAP NO. 2024-01

GENERAL PLAN AMENDMENT NO. 2024-02

ZONE CHANGE NO. 2024-02

DEVELOPMENT AGREEMENT NO. 2024-01

PRECISE DEVELOPMENT NO. 2024-02



PROJECT APPLICATION

GENERAL INFORMATION REQUI	RED: (Print or Type)		
Name of Proposed Project:	Greenbriar Residential Development		
Location of Project (Address Required):	Legal Description of Pro	ject Location (Assessor's Parcel No.):	
1698 - 1700 Greenbriar Lane		319-102-34	
APPLICANT INFORMATION:			
Applicant's Name: Lennar Homes of Ca	Phone: alifornia, Inc. 949)-433-9815	
Email: gary.jones@lennar.com			
Address: 2000 Fivepoint, Suite 36	5		
City: Irvine	State: CA	Zip Code: 92618	
PROJECT CONTACT PERSON: (If	Different)		
Contact Person: Peter Carlson	Phone: 949-2	89-3625	
Email: pcarlson@carlsonsls.com			
PROJECT INFORMATION: (Print of	r Type)		
Zoning Designation: GC-General Commercial	General Plan Designat	ion: General Commercial	
Existing Use: Office	Proposed Use: Res	idential	
Type of Development: Residential Commerci	al 🗌 Industrial	☐ Mixed-Use	
Lot Size (square feet): 9.699 ac 422,478 sf	_ot Width:	Lot Depth:	
Existing Floor Area (square feet): 164,908 sf office building	Existing FAR:	Existing Lot Coverage:	
STAFF USE ONLY			
Accela Record Number:			
Project Manager:			
Entitlement File Number(s):	Related Files:		
SUBMITTAL INFO:	Received by:	Deposit Received:	



Proposed Floor Area (square feet):	Proposed FAR:	Proposed Lot Coverage:		
180 residential units				
Proposed No. of Stories:	Proposed Building Height:			
Existing Parking Stalls:	Proposed Parking Stalls	:		
Project Description: The project description should include a detailed description of demolition, on-side improvements, proposed use & operations, ect. In addition, please describe all building material and color as well as description of signage and their location. Please provide a separate PDF attachment labeled "Project Description" if more space is needed.				
☑ Check if project description is attached.				
TYPE OF REVIEW REQUESTED: (Select all that apply)				
Planning Commission/City Council				
☐ Conditional Use Permit	☐ Planned Community	☐ Historic Designation		
Development Agreement	☑ Precise Development Plan	☑ Zone Change		
☐ General Plan Amendment	☐ Temporary Trailer	☐ Zone Variance		
☐ Certificate of Compatibility	Other TTM			
Administrative/Community Development Director				
☐ Administrative Remedy	☐ Plan Review	☐ Other		
☐ Tree Removal (see pg. 9)				



PROJECT INFORMATION: (Continued)

PROPERTY OWNER INFORMATION & AUTHORIZATION (as listed in the Orange County Assessor's records) Legal Owner's Name: Company Name: Email: Phone: Address: City: State: Zip Code: I hereby certify under penalty of perjury under the laws of the State of California that I am the owner(s) of the subject property, or have been authorized to sign on behalf of the property owner, and consent to the filing of this application on the above referenced property. If the owner did not sign below, a letter of authorization is required. Date: 3-25-2 DESIGN PROFESSIONAL OR OWNER OF THE COPYRIGHT IF DIFFERENT (OPTIONAL) Name(s): Email: Phone: Address: City: State: Zip Code: **AUTHORIZATION TO REPRODUCE PROJECT PLANS- Gov. Code § 65103.5(f)(2)** I hereby grant permission for the City of Brea to provide the project plans for inspection as a part of the public record, to copy for members of the public, and post the plans online. This permission shall be constituted as the permission for architectural drawings that contain a copyright annotation and are protected by the federal Copyright Act of 1976 (Government Code Section 65103.5(f)(2). Date: 3-25-25



TRUST ACCOUNT OWNER INFORMATION

All project applications require the specified minimum deposit to a Trust Account. Additional funds and/or subsequent deposits may be required depending on the specified project and level of staff time necessary. All unused funds will be reimbursed following the completion of project and/or review. Staff time devoted to your project will be billed according to our **Development Processing Fees**. The necessary staff time will vary according to the complexity of the project and may include, initial review and ongoing project processing by City staff including, but not limited to:

- · Reviewing plans/submittal packages.
- Routing plans to, and communicating with other city staff and outside agencies.
- Researching documents relative to site history and site visits/inspections.
- Consulting with applicant and other interested parties (e.g. neighbors, adjacent property or business owners) in person or by phone.
- Preparing environmental documents, staff reports, presentations, and resolutions.
- Preparing pertinent maps, graphs and exhibits.
- Attending meetings / public hearings before the Planning Commission / City Council.
- Review of tentative maps and improvement plans by City staff.
- · On-site inspections of the project by City staff.
- Consultant services

TRUST ACCOUNT OWNER:

Name of Individual or Corporation Financially Responsible for the Project:

Lennar Homes of California, Inc.

Address:

2000 Fivepoint, Suite 365

City:

Irvine, CA

Zip Code:

92618

Email:

gary.jones@lennar.com

Phone:

949-433-9815

STATEMENT OF UNDERSTANDING AND AGREEMENT

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

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

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

Trust Account Owner's Signature

Date

Trust Account Owner Printed Name



INDEMNIFICATION AGREEMENT

PLEASE READ, FILL IN, AND SIGN AT THE BOTTOM

I, the undersigned, certify that I am the applicant in the foregoing application, that I have read the foregoing application and know the content thereof, and state that the same is true and correct to the best of my knowledge and belief, and further certify that I shall comply with each and every condition of approval as stated herein.

Furthermore, Lennar Homes of California, Incon behalf of hereby agrees to defend, indemnify, and hold free and harmless the City of Brea, its elected officials, officers, employees, and agents, with respect to any and all liabilities, claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including the payment of actual attorney's fees, court costs, and any and all other costs of defense.

Applicant's Signature

Date

Staff Use Only

ACCELA RECORD NUMBER:

TRUST ACCOUNT NUMBER:



CARLSON STRATEGIC LAND SOLUTIONS, INC.

February 7, 2025

Rebecca M. Pennington Senior Planner City of Brea 1 Civic Center Circle Brea, CA 92821

Subject: Greenbriar Residential Development Project Description

Dear Ms. Pennington,

On behalf of Gary Jones of Lennar Homes of California, Inc. attached is an application for the Greenbriar Residential Development project located at 1698 - 1700 Greenbriar Lane, Brea, California.

The project site is approximately 9.7 acres and currently developed with office use (Mercury Insurance) and associated infrastructure, including a two-story parking structure and surface parking.

This letter provides a description of the proposed project. Attached is the Uniform Application and accompanying plans.

Entitlements

The project site currently has General Plan land use designation and zoning of GC - General Commercial. The proposal is a residential development project. Therefore, the following entitlements are requested.

- General Plan Amendment
- Zone Change
- Development Agreement
- Condominium Map
- Precise Development
- FIR

The Applicant proposes a GPA and ZC to Mixed Use 2.

Proposed Project

The proposed project includes the demolition of the existing office building and parking structure and construction of 179 residential dwellings.

Site Plan

Key features of the proposed site plan include:

- Modify Greenbriar Lane to eliminate the existing knuckle into the project site and create a standard roadway configuration for Greenbriar Lane from Associated Road into the existing neighborhood.
- Two entries into the new community. The main entry would occur across from the existing driveway to the Greenbriar HOA Recreation facility. The secondary access would occur along the western boundary and intersect Greenbriar Lane at its curve, adjacent to the freeway.
- Pedestrian access to the neighboring commercial center.
- The existing trees along Greenbriar Lane, including the ficus species, will be removed. New trees and landscaping will be provided.
- Street sections are provided on the enclosed site plan.
- Proposed dwellings will front onto Greenbriar Lane, providing architecture forward.

Housing Types

- Three housing products are being provided in a range of sizes to accommodate a range of buyers.
- One product type is referred to as The Courts. This product has 5-plex buildings with alley access and a courtyard with paseo separating the buildings. The dwellings include one-, two-, and three-bedroom units. Each unit has an enclosed two car garage, except the one-bedroom units have an enclosed one car garage. The buildings are three-story. The floor plans range from approximately 900 to 2,000 square feet and provide one- to four-bedroom units.
- The second product type are attached duplexes referred to as The Yards. This product is a three-story duplex with side entry and rear yards. Each dwelling has a two-car garage. The floor plans range in size from approximately 1,700 to 1,900 square feet and three bedrooms.
- The third product type are attached duplexes referred to as The Villas. This product is a three-story duplex with a roof-top deck. The units are alley loaded, with a paseo front entry. Each dwelling has a two-car garage. The floor plans range in size from approximately 1,800 to 2,300 square feet and provide three and four bedrooms.
- Complimentary architectural styles are provided for each product type.

Recreation

• Paseos, sidewalks, and open space areas provide space for pedestrian activities, including walking, dog walking, etc.

- Fire pits and other gathering areas are being considered for different areas throughout the site. One idea being explored is including different gathering area elements, such as fire pits, etc. within the courtyard areas of the Garden Courts.
- A passive park is located near the main entrance to the neighborhood. This park provides a community gathering area with large shade trees and seating areas. This park also provides an aesthetic entry into the community.
- The Applicant will pay Quimby fees.

Engineering

- The attached plans provide a conceptual alignment of sewer, water and storm drain infrastructure.
- The plan proposes a looped domestic water system and a separate system for fire sprinklers. An existing 12" water line from Greenbriar Lane through the Project site serves the Brea Plaza. This water line will be relocated within "C Drive" parallel to the freeway and through "M Court" to connect back to Brea Plaza within an existing utility easement.
- The plan proposes a sewer connection to the existing sewer line within Greenbriar Lane.
- The plan proposes to use an underground modular wetland system and discharge storm water through an existing 18" storm drain connection to the County-maintained storm channel.
- All dry utilities (electrical, cable, fiber, etc.) will be underground.

Affordable Housing

- The Applicant proposes to satisfy its affordable housing requirement either by 1) providing affordable housing on-site consistent with State Density Bonus Law (SDBL), or 2) providing land to the City for the construction of affordable units by the City, or 3) by providing affordable housing at an off-site location, in-lieu of paying the City's housing fee.
- The Applicant requests waivers to development standards in return for providing affordable housing, such as modifications to parking and setback standards.

Parking

• Each dwelling unit contains an enclosed garage. The one-bedroom units have one enclosed garage space. All other units have a two-car enclosed garage. Enclosed garage parking totals 342 parking spaces.

- Guest parking is provided throughout the proposed community. A total of 55 guest spaces are provided, of which four are designated for handicap spaces and five spaces for electric vehicle charging.
- No on-street or driveway parking is provided as part of this proposal.
- The BMC (20.08.040) requires two spaces per unit plus 0.5 spaces per unit for guest parking. The 179 units would require 448 spaces. A total of 397 parking spaces are provided on site. The Applicant requests a modification of development standards to permit the reduced parking standard.

Trash

- Each dwelling will have trash carts.
- Carts will be stored in the enclosed garages. Sufficient space is designed for cart storage within each garage.
- Residents will be responsible for pulling trash carts to the street. Trash trucks will not drive down the Court streets, therefore residents of The Courts would need to place the trash carts on the loop road. A Trash Plan is included in the submittal package.

CEQA

- The Applicant would like to begin the CEQA process as soon as possible, including notification under AB 52. The Applicant requests the City issue an RFP for preparation of an EIR based on the information provided in this package.
- The Applicant has prepared the following technical studies, which are included in this application package.
 - Geotechnical investigation
 - Preliminary WQMP
 - Hydrology Report
 - Preliminary Sewer Report
 - Preliminary Water Report
 - Phase I Environmental Site Assessment Report
 - Phase II Limited Site Investigation Report
- The Applicant is in the process of completing the following additional technical studies, which will be submitted subsequent to this application.
 - Biological Resource Assessment
 - Tree Survey
 - Cultural Resource Assessment
 - Traffic Impact Assessment
 - Vehicle Miles Travelled Report

Greenbriar Residential Development Project Description February 7, 2025 Page 5

We look forward to working with you on the entitlement of this project. If you have any questions, please contact me at <a href="mailto:pcarlson@carls

Sincerely,

Peter K. Carlson President

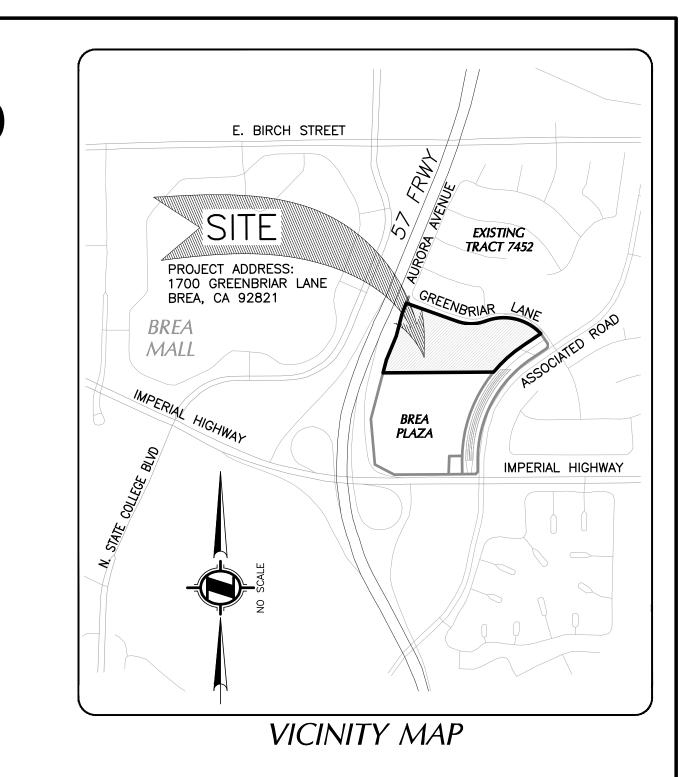
Attachments

- Site Plan
- TTM
- Fire Access Plan
- Trash Plan
- Truck Turning Layout
- Preliminary WQMP
- Preliminary Sewer Report
- Preliminary Water Report
- Hydrology Report
- Phase I Environmental Site Assessment Report
- Phase II Limited Site Assessment Report
- Geotechnical Investigation Report
- Preliminary Title Report
- Purchase and Sale Agreement Excerpt
- Garden Courts Architecture Package
- Rooftops Architecture Package
- The Yards Architecture Package

ATTACHMENT N



ATTACHMENT O



VESTING TENTATIVE TRACT NO. 19394
FOR CONDONINUM PURPOSES
CIVIL ENTITLEMENT PACKAGE
1700 GREENBRIAR LANE
BREA, CA. 92821

SHEET INDEX

SHEET 1 - TITLE SHEET SHEET 2 - TENTATIVE TRACT MAP - PLAN VIE

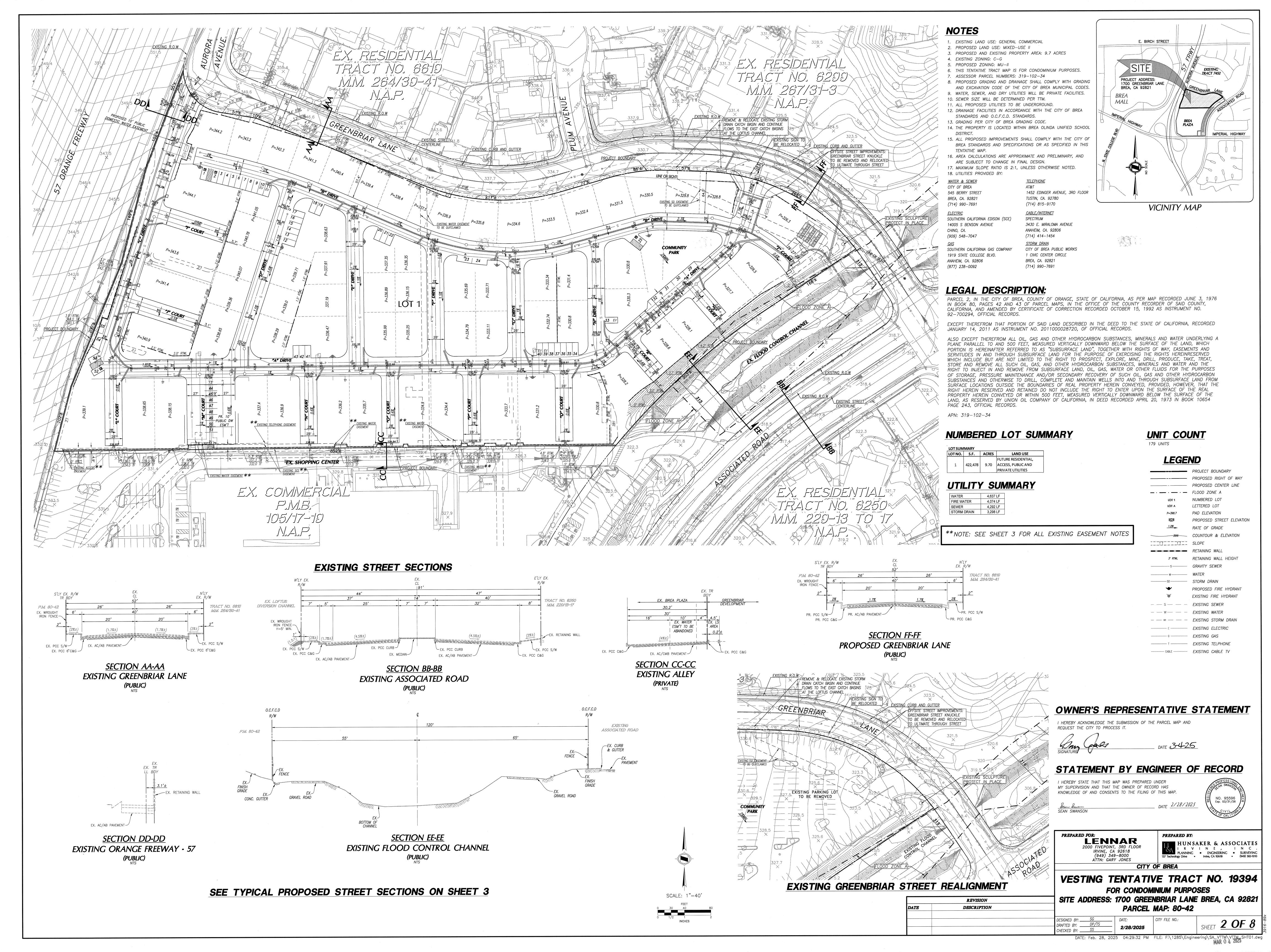
SHEET 2 - TENTATIVE TRACT MAP - PLAN VIEW, SUMMARIES, NOTES, AND EXISTING STREET SECTIONS
SHEET 3 - TENTATIVE TRACT MAP - EXISTING & PROPOSED EASEMENTS, TYPICAL STREET SECTIONS

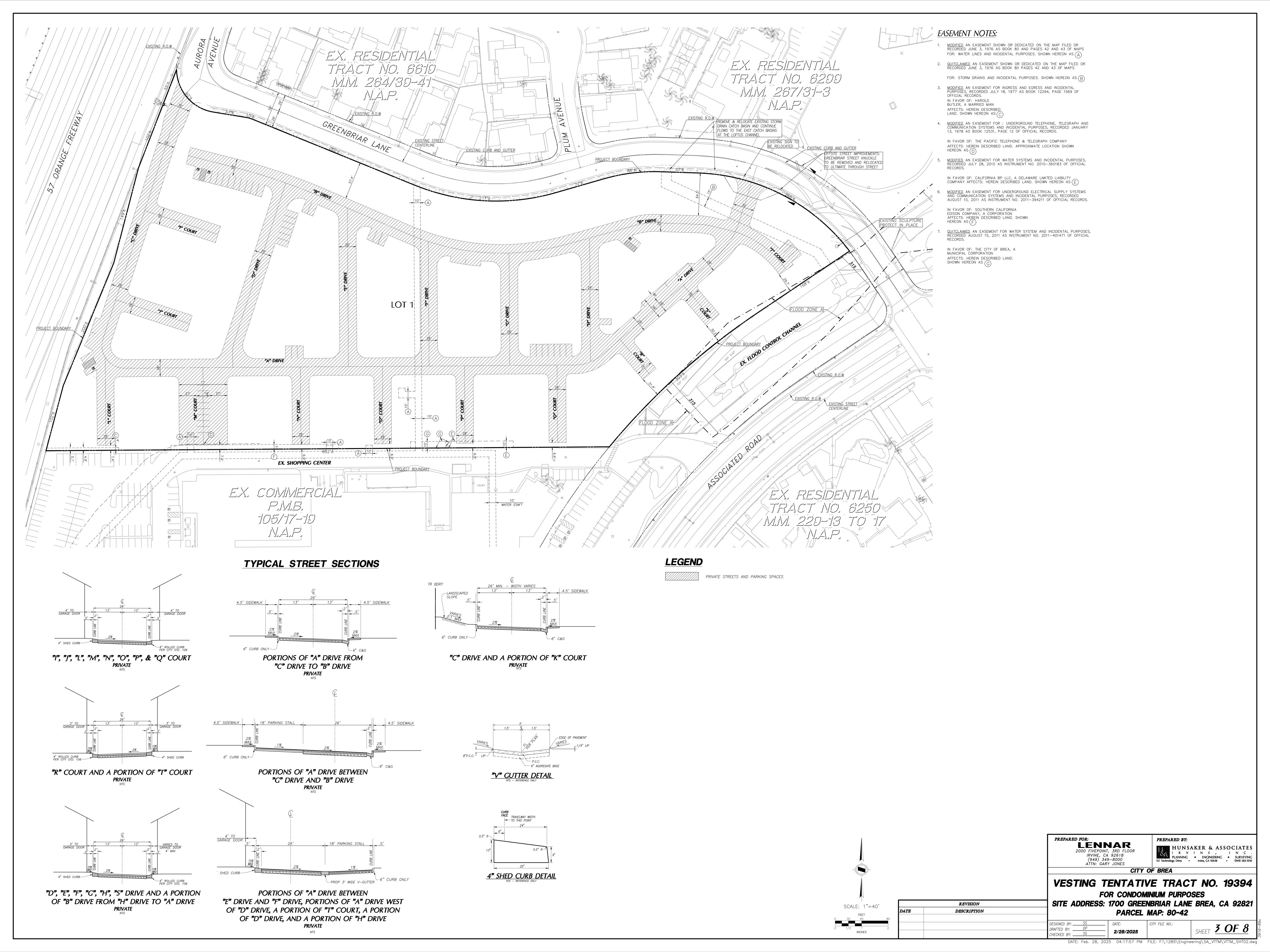
SHEET 4 - SITE PLAN

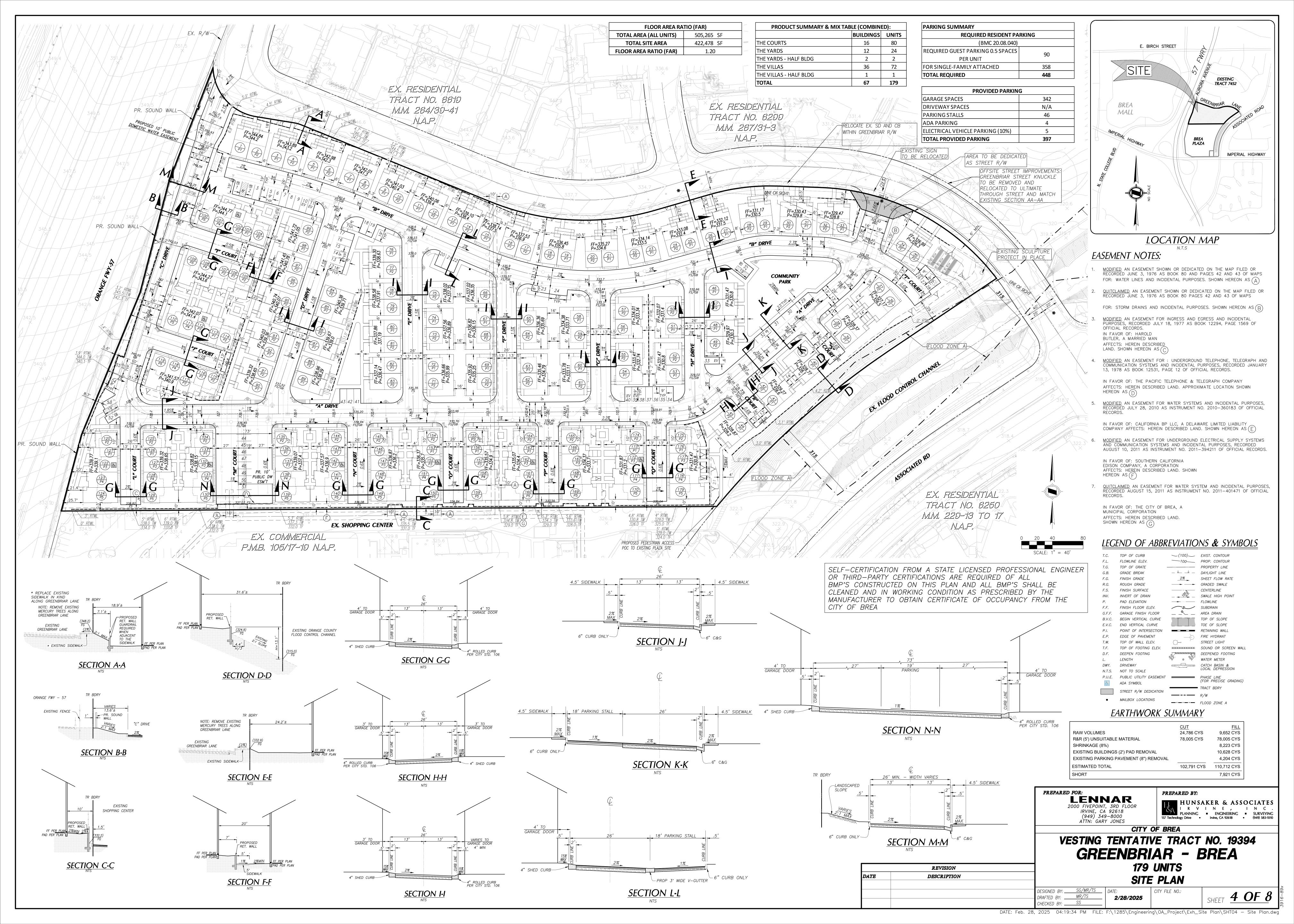
SHEET 5 - MASTER SEWER & WATER PLAN SHEET 6 - FIRE ACCESS PLAN

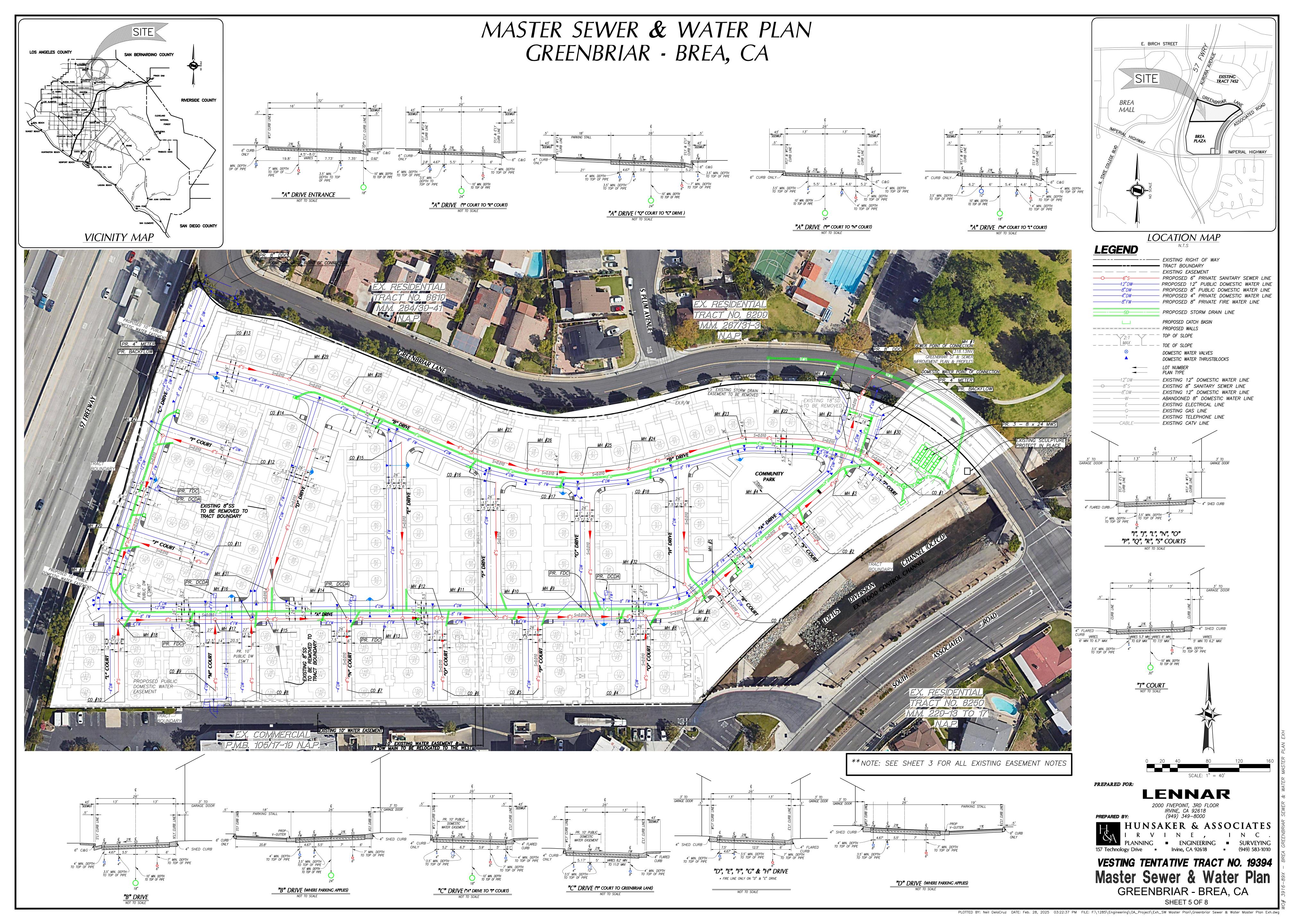
SHEET 7 - TRASH PLAN EXHIBIT SHEET 8 - TRUCK TURNING EXHIBIT

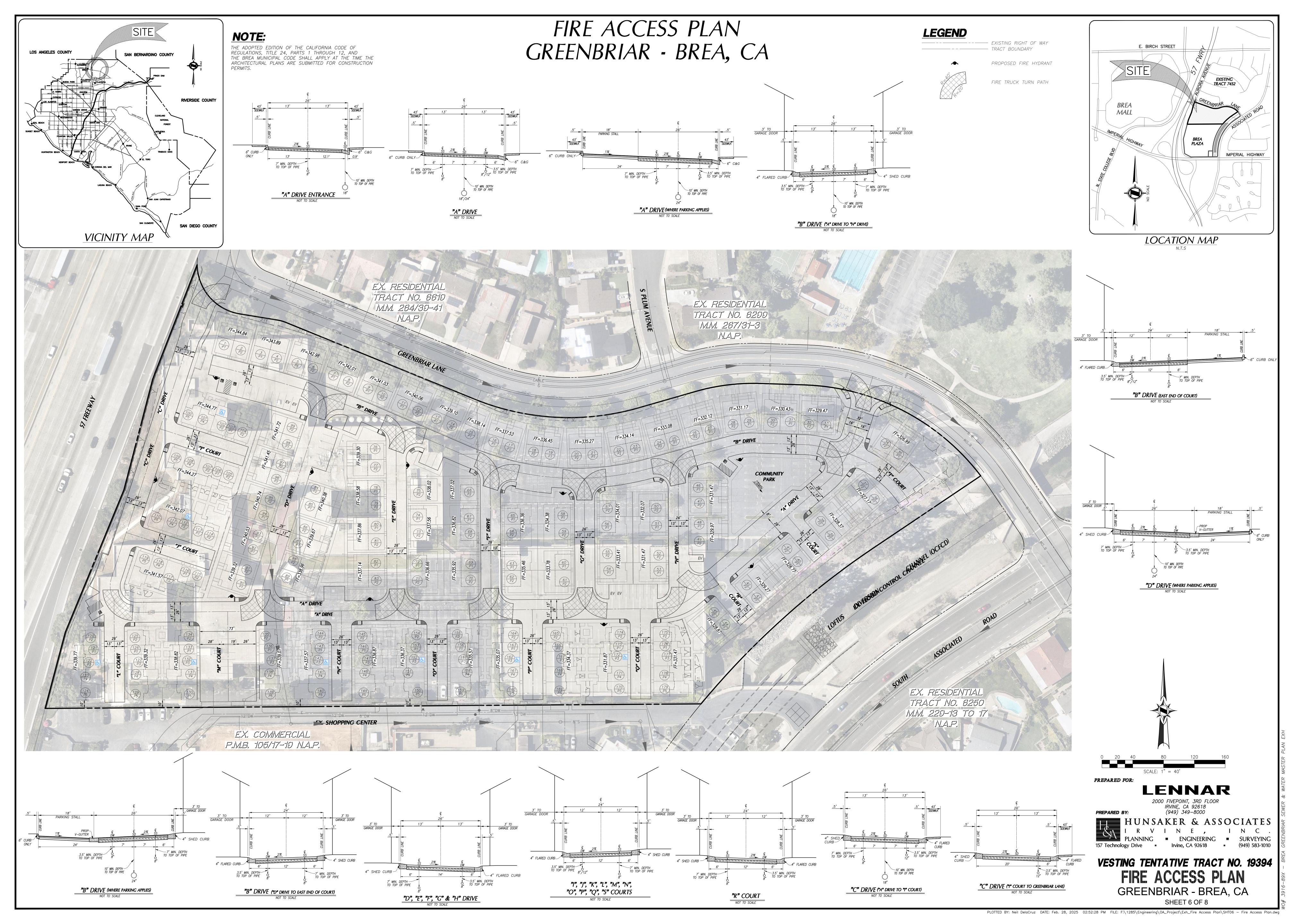
> PREPARED FOR: PREPARED BY: LENNAR HUNSAKER & ASSOCIATES
>
> I R V I N E , I N C .
>
> PLANNING = ENGINEERING = SURVEYING
>
> 157 Technology Drive = Irvine, CA 92618 = (949) 583-1010 2000 FIVEPOINT, 3RD FLOOR IRVINE, CA 92618 (949) 349-8000 ATTN: GARY JONES CITY OF BREA VESTING TENTATIVE TRACT NO. 19394 FOR CONDOMINIUM PURPOSES 1700 GREENBRIAR LANE BREA, CA 92821 REVISION TITLE SHEET DESCRIPTION 1 OF 8 2/28/2025

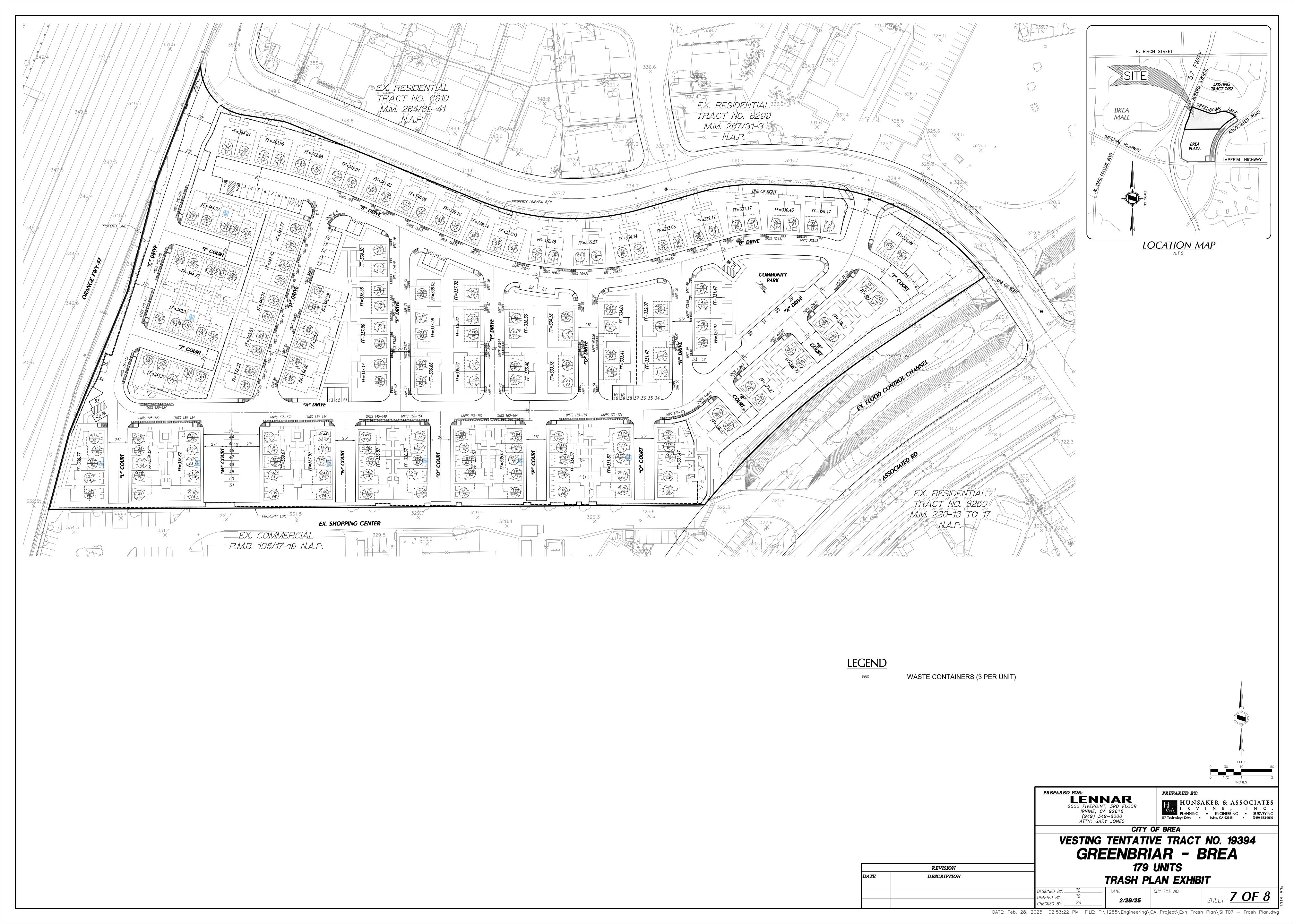


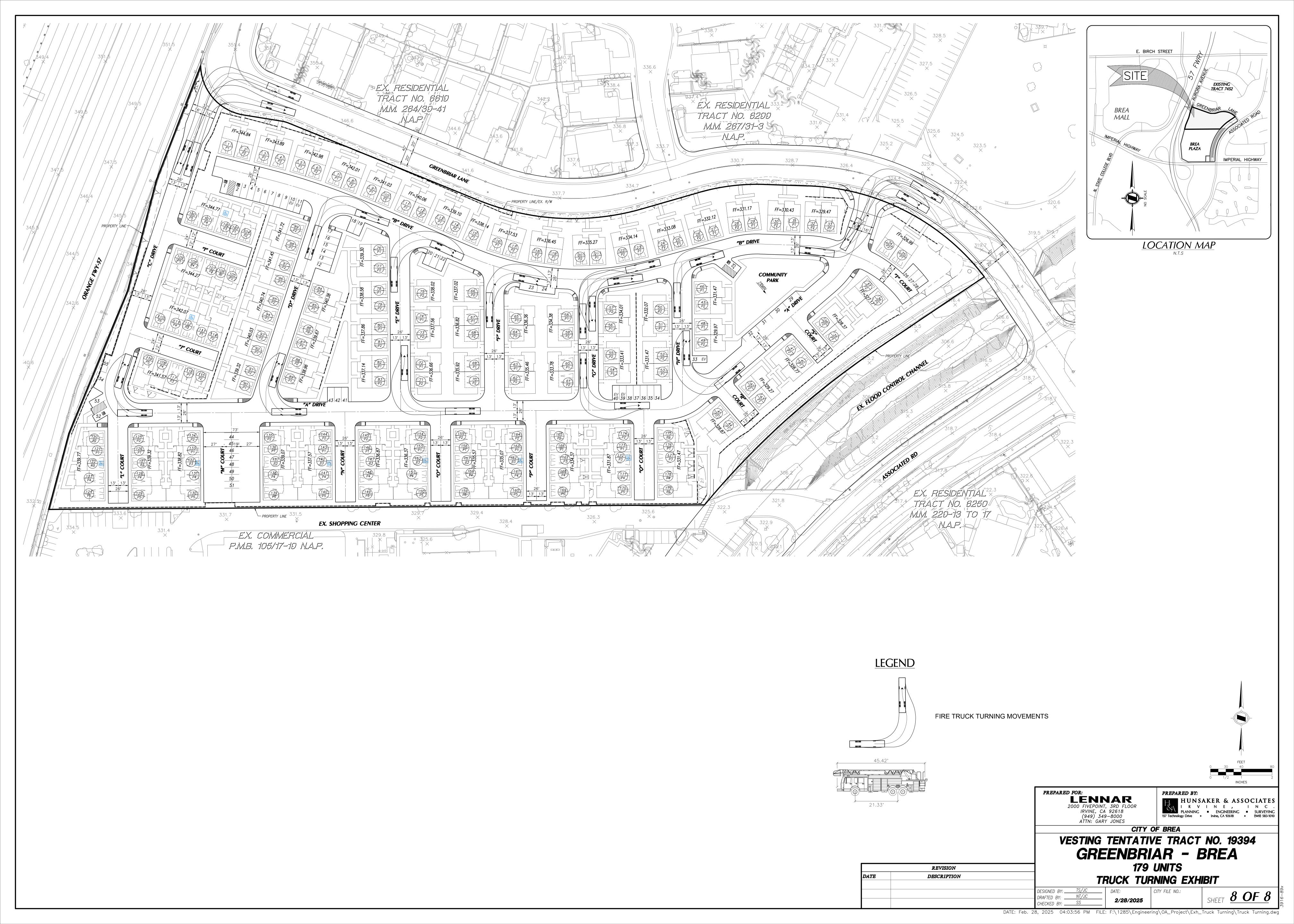


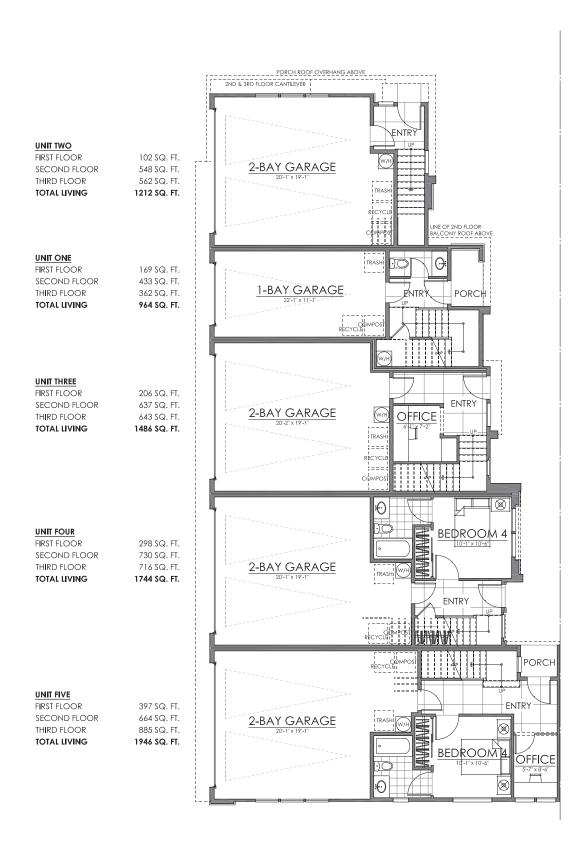






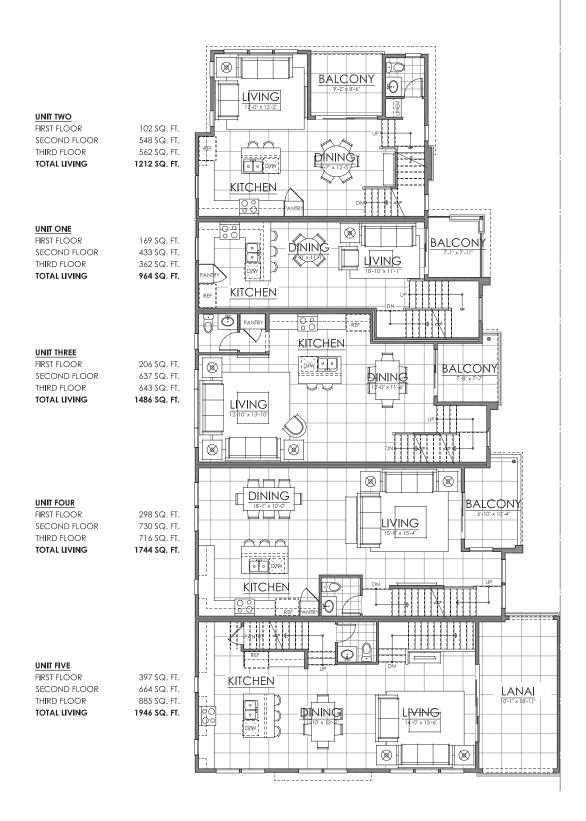






woodley architectural group, inc.

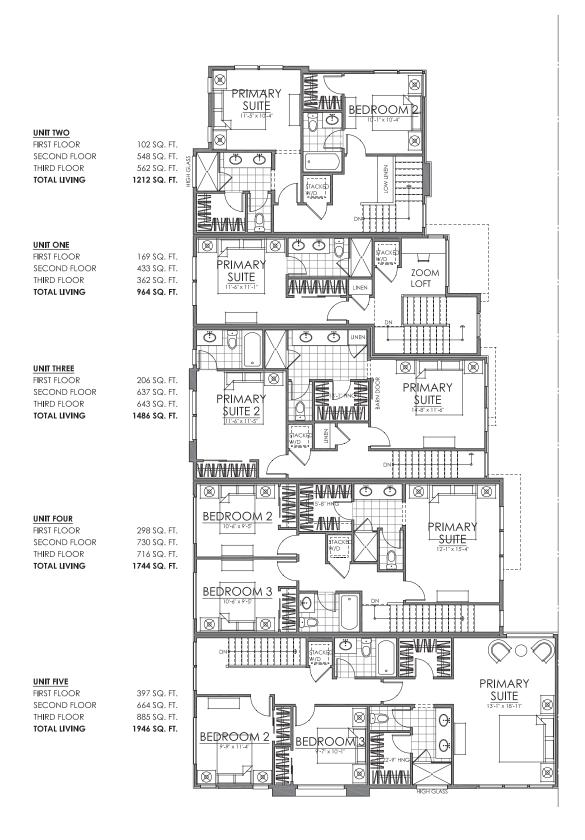
colorado // 731 southpark dr. suite 8 littleton, co 80120 / 303 683,7231 calliorals // 2943 pullman st. suite a santa ana. co 92703 / 494 533.8919



FLOOR TWO

GREENBRIAR LANDING | COURTS | LENNAR LNLA2303 BREA, CALIFORNIA





FLOOR THREE

woodley architectural group,inc





5-UNIT BUILDING I CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

OBLEGOMER INNYMER BED DESCRIPTIONS

OBLEGOMER BED

scheme 3 | stone a 07.01.24



GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLVER DE SOLVER DE COURTS | LENNAR

BREA, CALIFORNIA

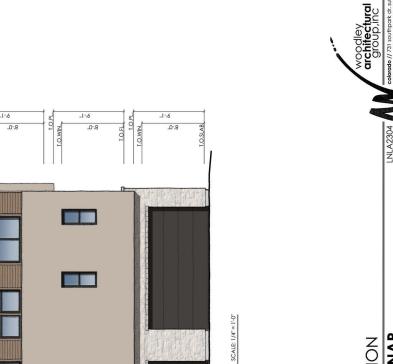
ONE SOLVER DE COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLVER DE COURTS | LENNAR

ONE SOLVER DE





MOTOR COURT ELEVATION

T.O.PL.

GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

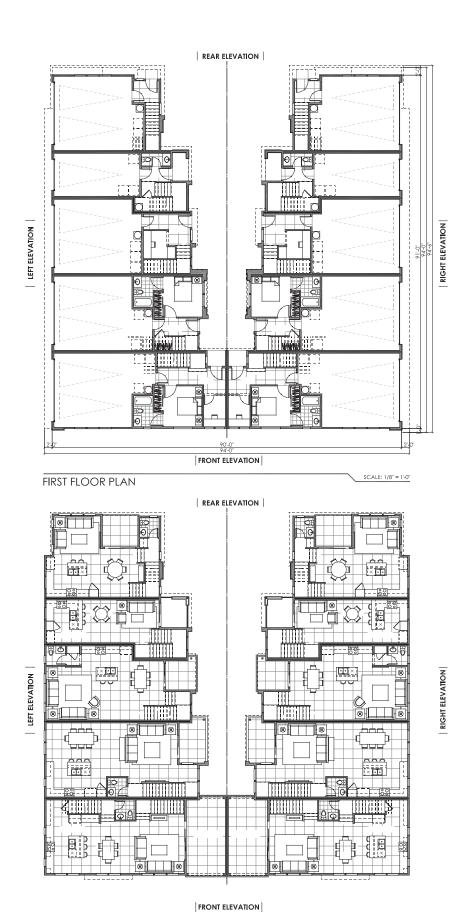
ONE SOLVER DE SOLVER DE COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLVER DE COURTS | LENNAR

ONE SOLVER DE COURTS | LENAR

ONE SOL

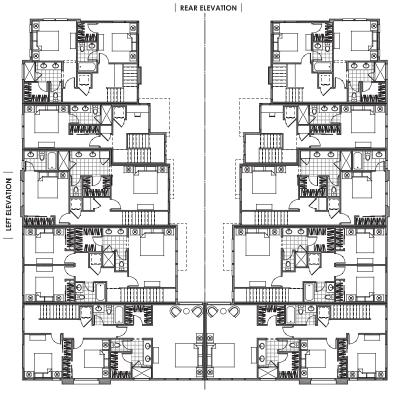


SECOND FLOOR PLAN

woodley architectural group,inc colorado // 731 southpark dr. suite B littleton, co 80120 / 303 683,7231 caltiornla // 2943 pullman st. suite A santa ana, ca 92705 / 949 553,8919

SCALE: 1/8" = 1'-0"

FLOOR ONE & TWO



FRONT ELEVATION

THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS AND SO





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLUTION OF THE COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLUTION OF THE COURTS | COU

scheme 3 | stone a





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

OBJECTIVE OF COURTS | LENNAR

BREA, CALIFORNIA

OBJECTIVE OF COURTS | LENNAR

OBJECTIVE OF COURTS | LENAR

OBJECTIVE OF COURTS |

scheme 3 | stone a





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF COURTS | LENNAR

OPERSON OF COURTS AND SOCIATION OF

scheme 3 stone a





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLUTION OF THE COURTS | LENNAR

BREA, CALIFORNIA

ONE SOLUTION OF THE COURTS | COU

scheme 3 stone a





GREENBRIAR LANDING | CONCEPT ELEVATION

GREENBRIAR LANDING | COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREA, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

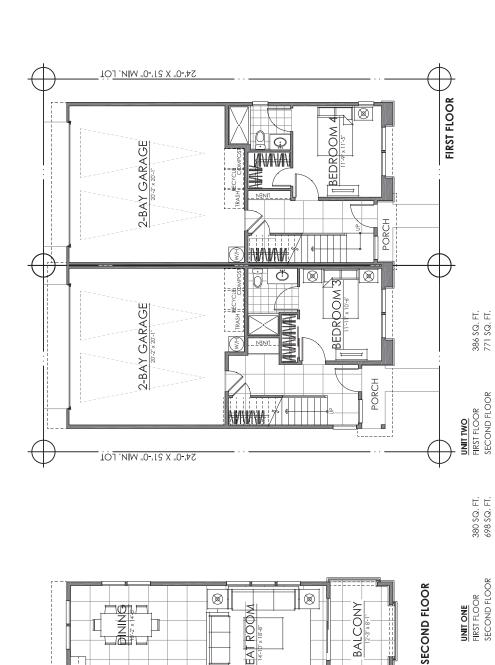
OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS | LENNAR

BREAD, CALIFORNIA

OPERSONS AND SOCIATION OF THE COURTS AND SO



8

Ð --#-

Q)

DINING

GREAT ROOM

= ă

GREAT ROOM

KTICHEN

KTICHEN

8

BALCONY

BALCONY-

OPEN TO BELOW

 \otimes



THIRD FLOOR

THIRD FLOOR

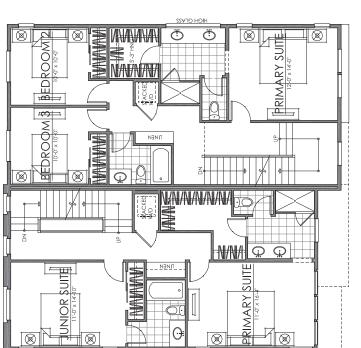
07.01.24

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA

colorado // 731 southpark dr. suite B littleton, co 80120 / 303 683.7231 california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919

woodley architectural group,inc





GAME

0 0

:O

LINEN

8

OPEN TO BELOW

MEDIA 11:0' x 22' 4"

ROOF TERRACE

MEDIA

ROOF TERRACE

8

OPEN TO BELOW

THIRD FLOOR

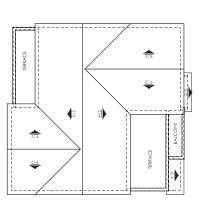
ROOF TERRACE

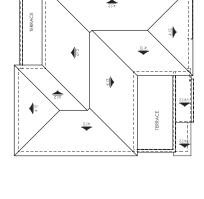
 \otimes

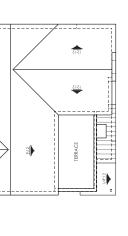
UNIT ONE		UNIT TWO	
FIRST FLOOR	380 SQ. FT.	FIRST FLOOR	386 SQ.
SECOND FLOOR	698 SQ. FT.	SECOND FLOOR	771 SQ.
THIRD FLOOR	837 SQ. FT.	THIRD FLOOR	899 SQ.
ROOF TERRACE	379 SQ. FT.	ROOF TERRACE	447 SQ.
TOTAL LIVING	2294 SQ. FT.	TOTAL LIVING	2503 SQ.

DUETS | ELEVATION A

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | C







ROOF PLAN - ELEV. B

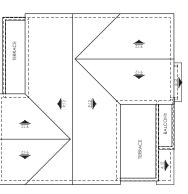
ROOF PLAN - ELEV. A

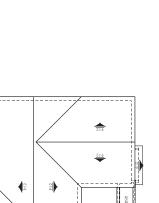
ROOF PLAN - ELEV. C

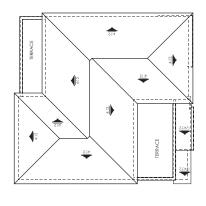
STANDARD ROOF PLANS

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA

NOTE SUBMER PROJUCTION OF THE PROJUCTION OF THE

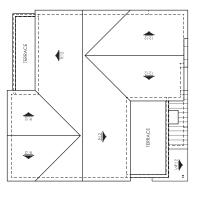








ROOF PLAN - ELEV. A



ROOF PLAN - ELEV. C

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | LENNAR BREA, CALIFORNIA | C



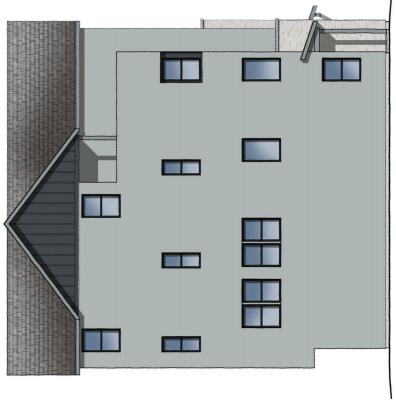


07.01.24

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | CONTRIBUTION OF STATEMENT | CO

LNLA2304

SCHEME 9 | BRICK X





LEFT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA

OFFICE MONTH SECONDARY MONTH SECONDARY

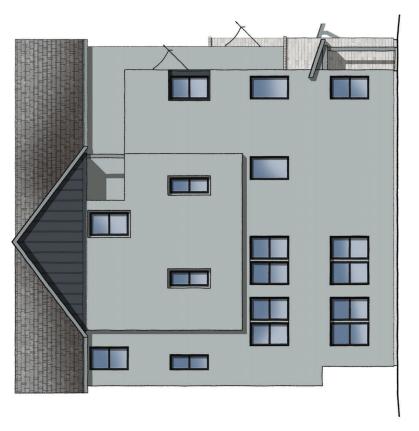
LNLA2304

SCALE: 1/4" = 1'-0"



GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA BREA, CALIFORNIA

woodley architectural group,inc LNLA2304





GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA

BREA, CALIF

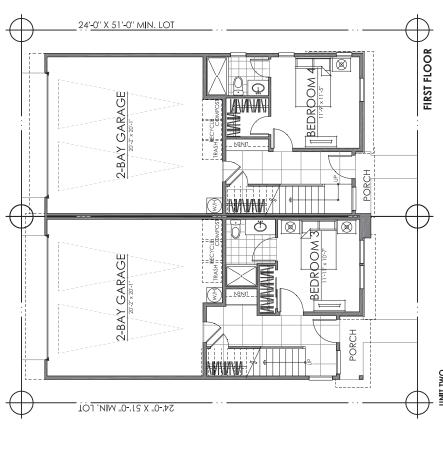


SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION



 \otimes

Ð --#-

Q Q

DINING

GREAT ROOM

= ă

GREAT ROOM

KTICHEN

-<u>b</u>----

KTICHEN



380 SQ. H. 698 SQ. H. 837 SQ. H. 379 SQ. H. 2294 SQ. H. UNIT ONE FIRST FLOOR SECOND FLOOR ROOF TERRACE TOTAL LIVING THIRD FLOOR

SECOND FLOOR

8

BALCONY

BALCONY-

OPEN TO BELOW

8

UNIT TWO FIRST FLOOR SECOND FLOOR ROOF TERRACE TOTAL LIVING THIRD FLOOR

386 SQ. FI. 771 SQ. FI. 899 SQ. FI. 447 SQ. FI. 2503 SQ. FI.

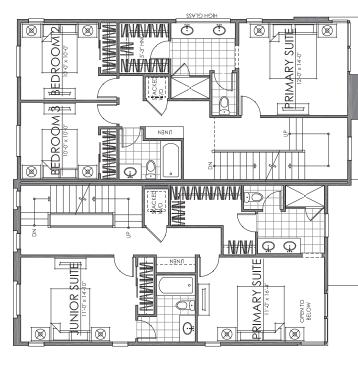
DUETS | ELEVATION B

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA

colorado // 731 southpark dr. suite B littleton, co 80120 / 303 683.7231 california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919

woodley architectural group,inc





GAME

Z.

<u>:</u>

LINEN

8

OPEN TO BELOW

MEDIA 11:0' x 22' 4"

ROOF TERRACE

MEDIA

ROOF TERRACE

8

OPEN TO BELOW

THIRD FLOOR

UNIT TWO	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	ROOF TERRACE	TOTAL LIVING
	380 SQ. FT.	698 SQ. FT.	837 SQ. FT.	379 SQ. FT.	2294 SQ. FT.
UNIT ONE	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	ROOF TERRACE	TOTAL LIVING

ROOF TERRACE

8

IRST FLOOR	380 SQ. FT.	FIRST FLOOR	386 SQ. FT.
1 1 1 1 1	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1 1 1 1 1 1 1	
ECOND FLOOR	698 SQ. H.	SECOND FLOOR	//I SQ. FI.
	T (3,700	i del F	1 0000
FED FLOOR	05/ 50/ 1.	THE FLOOR	077 SQ. FI.
O C TEBBACE	T3 02 67	DOOR TEBBAOR	TI CS ZVV
OUT IERRACE	0/10/4.11.	ACOT IERRACE	44/ 5人・1.
GNIVILIATO	229A CO. ET	CINIVILIATOT	2503 CO ET
OIAL LIVING	22/13/6:11:	OINT PING	2000 000. 11.

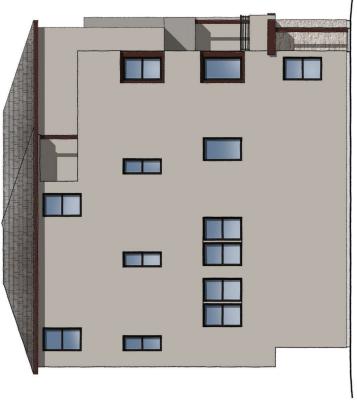
DUETS | ELEVATION B

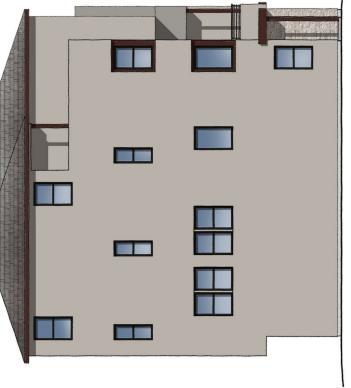
GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA



GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | SERVICES | LENNAR BREA, CALIFORNIA | CAL

SCHEME 10 | STONE A





REAR ELEVATION

SCALE: 1/4" = 1'-0"

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | C

LNLA2304

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCHEME 10 | STONE A



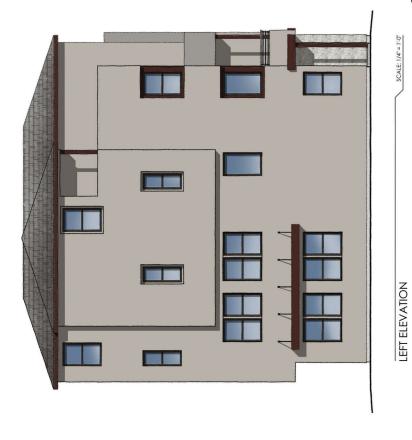


LNLA2304

SCHEME 10 | STONE A

07.01.24

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA BREA, CALIFORNIA

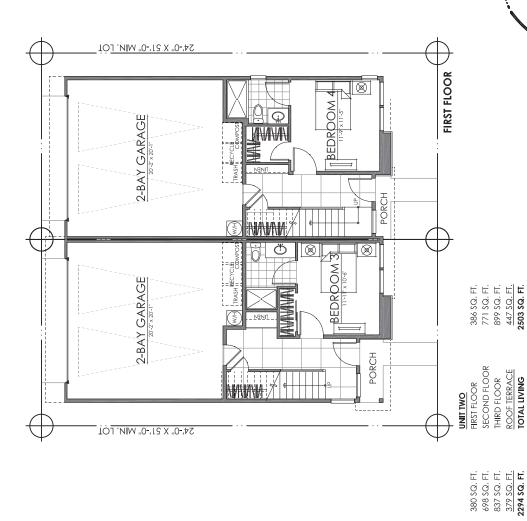




GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA BREA, CALIFORNIA



SCHEME 10 | STONE A



 \otimes

Ð - <u>-</u>₩-

Q

DINING

GREAT ROOM

GREAT ROOM

KTICHEN

KTICHEN



ROOF TERRACE TOTAL LIVING

ROOF TERRACE TOTAL LIVING

THIRD FLOOR

THIRD FLOOR

UNIT ONE FIRST FLOOR SECOND FLOOR

SECOND FLOOR

8

BALCONY

BALCONY

8

GREENBRIAR LANDING | VILLAS | LENNAR

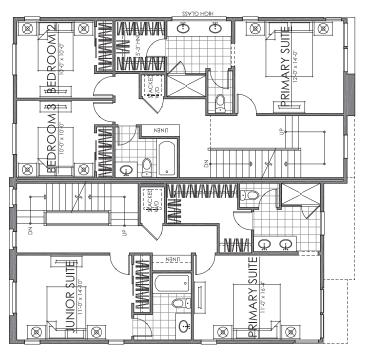
BREA, CALIFORNIA

colorado // 731 southpark dr. suite B littleton, co 80120 / 303 683.7231 california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919

woodley architectural group,inc







GAME GAME

Z.

©

:O

LINEN

8

OPEN TO BELOW

MEDIA 11:0' x 22' 4"

ROOF TERRACE

MEDIA

ROOF TERRACE

8

OPEN TO BELOW

THIRD FLOOR

ROOF TERRACE

8

DUETS | ELEVATION C

GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | C



GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | SEA, CALIFORNIA | SEA, CALIFORNIA | CALI

woodley
architectural
group,inc
group,inc
colorade, 1731, sutherate, state
interior co 8012 (350 863223)
control one, co 92705 / 949, 555568





GREENBRIAR LANDING | VILLAS | LENNAR BREA, CALIFORNIA | BREA, CALIFORNIA | CALIFORN



GREENBRIAR LANDING | ENHANCED

GREENBRIAR LANDING | VILLAS | LENNAR

DEFA. CALIFORNIA

NOTE SOLVED FOR FOR SOLVED FOR SOL

WOOdley
architectural
group,inc
colorade //731 southorate dt. safe
interen on 2012/0/30 4637231
collronal // 2442 pulmon st. safe
santa ana, ca 92705 / 946 93388

07.01.24

SCHEME 11 | BRICK Z





LEFT ELEVATION

GREENBRIAR LANDING | ENHANCED

GREENBRIAR LANDING | VILLAS | LENNAR

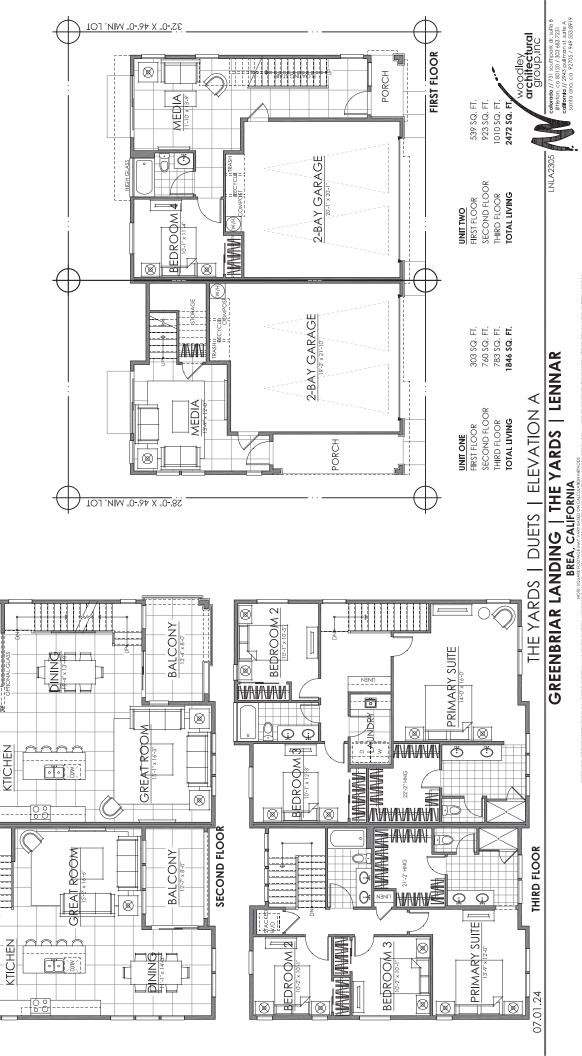
BREA, CALIFORNIA

ORGANICATION CONTRACTOR CONTRACTOR



SCALE: 1/4" = 1'-0"

REAR ELEVATION

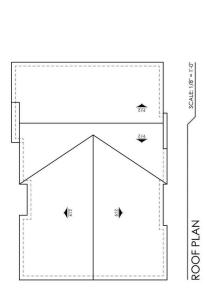


OFFICE 13-6" x 8-0"

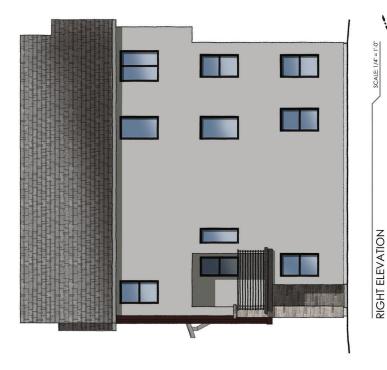
Q

INEN

90







..l-,6

SCALE: 1/4" = 1'-0"

FRONT ELEVATION

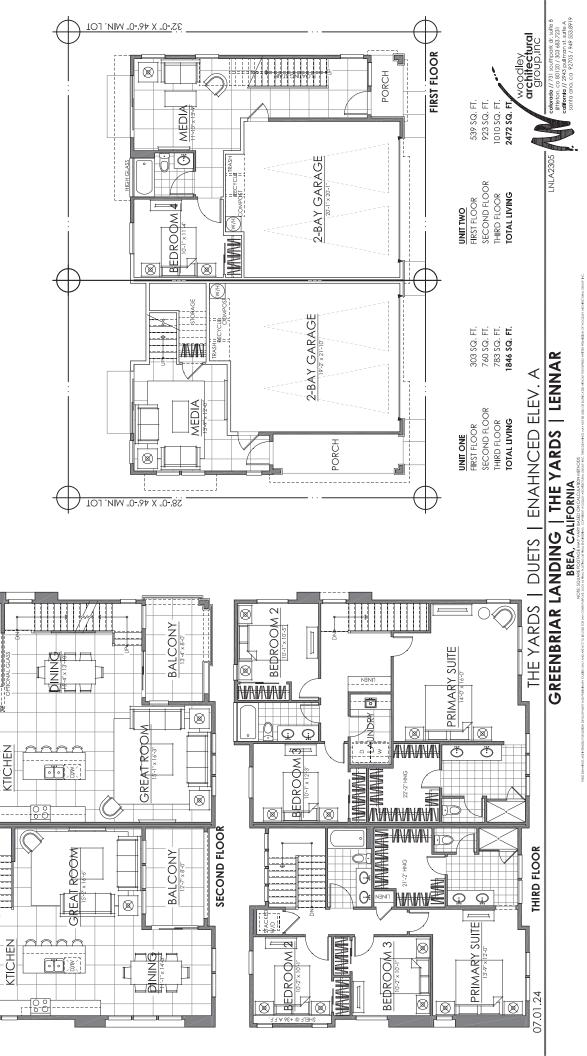


GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA

SCHEME 6 | BRICK V



SCHEME 6 | BRICK V



OFFICE 13-6" x 8-0"

塩

152

Q

INEN

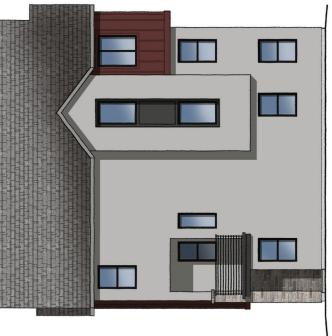
90



SCALE: 1/8" = 1'-0"

ROOF PLAN

6:12



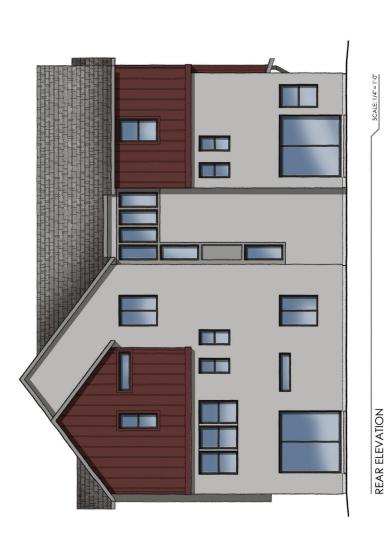
GREENBRIAR LANDING | ENHANCED
GREENBRIAR LANDING | THE YARDS | LENNAR
BREA, CALIFORNIA
ONE SOLVE ENDARGONG WAVENING BOOK CALLED ON CALLE

SCALE: 1/4" = 1'-0"

07.01.24

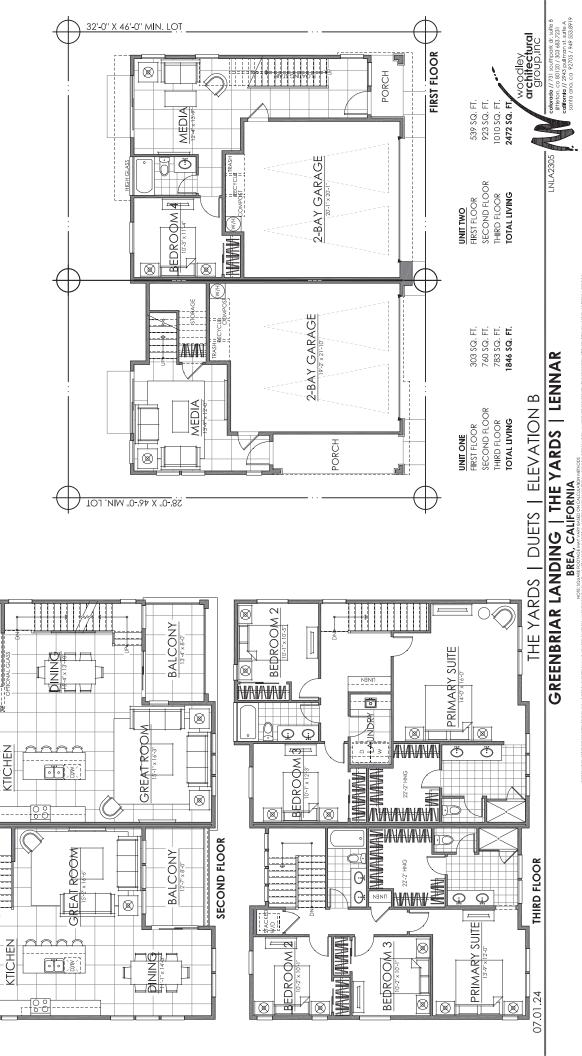
SCHEME 6 | BRICK V





GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA



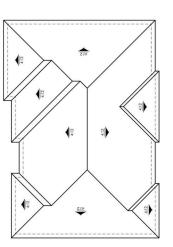


OFFICE 13-6" x 8-0"

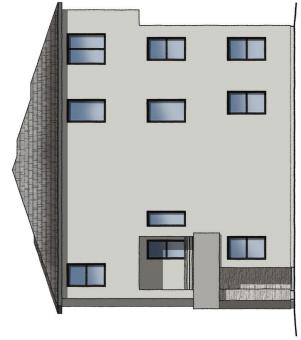
쁄

Q

90









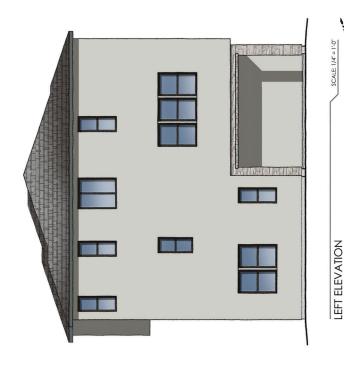
RIGHT ELEVATION

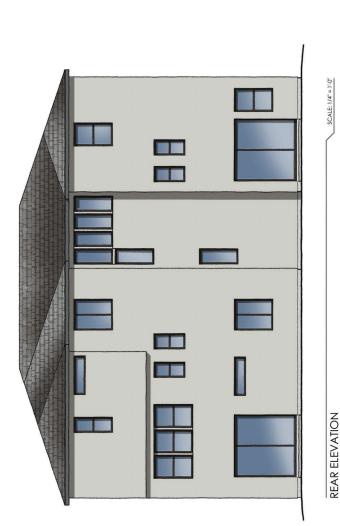
SCALE: 1/4" = 1'-0"

GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA

SCHEME 5 | STONE B

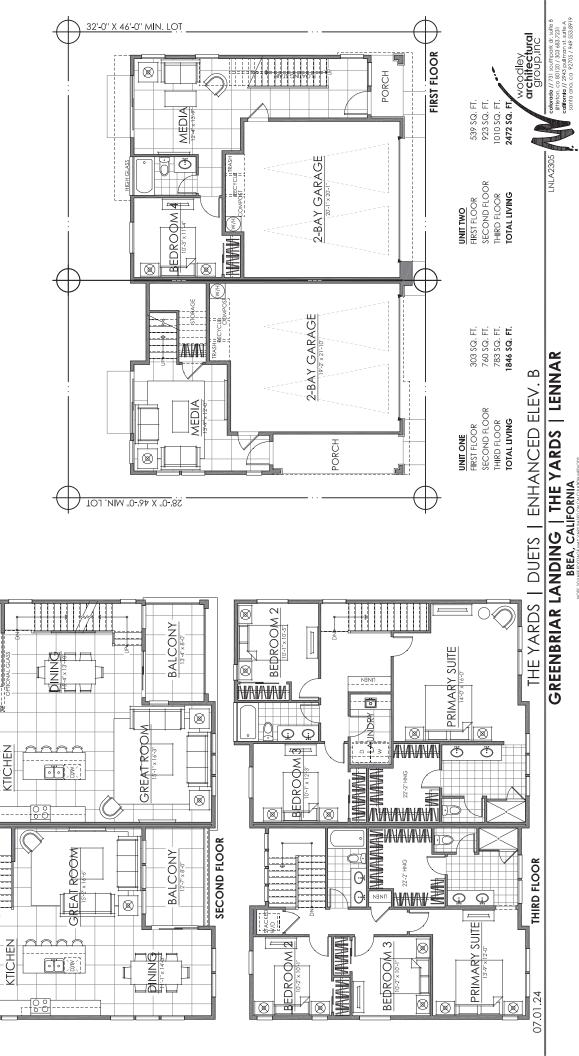
07.01.24





GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA



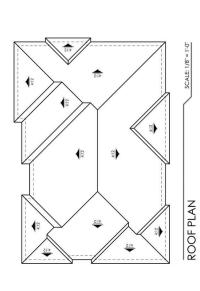


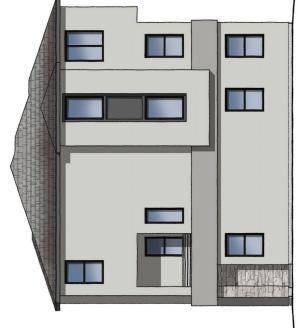
OFFICE 13-6" x 8-0"

132

Q

90







GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA

SCALE: 1/4" = 1'-0"

07.01.24

SCHEME 5 | STONE B





REAR ELEVATION SCALE: 1/4" = 1'-0" LEFT ELEVATION

DUET | ELEVATION B | ENHANCED

GREENBRIAR LANDING | THE YARDS | LENNAR BREA, CALIFORNIA

woodley architectural group,inc colorado // 731 southpark dr. suite B littleton, co 80120 / 303 683.7231 california // 2943 pullman st. suite A santa ana, ca 92705 / 949 553.8919

07.01.24

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BREA

AND

LENNAR HOMES OF CALIFORNIA, LLC

REGARDING

THE GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT	'AGREEMENT ("Development Agreement" or "Agreement") is
made and entered into as of	, 2025 ("Agreement Date") by and between the CITY OF
BREA, a municipal corporation	organized and existing under the laws of the State of California
("City"), and Lennar Homes	of California, LLC, a California limited liability company
("Developer"). City and Develo	oper are referred to individually as "Party," and collectively as the
"Parties."	

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of City and Developer.

- A. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development, and discourage investment in and commitment to comprehensive planning that would make maximum efficient utilization of resources at the least economic cost to the public.
- B. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 et seq. of the Government Code (the "Development Agreement Legislation"), which authorizes City and a developer having a legal or equitable interest in real property to enter into a binding development agreement, establishing certain development rights in the property.
- C. Developer has a legal interest in certain real property consisting of approximately 9.7 acres located at 1698–1700 Greenbriar Land, Brea, as more particularly described in Exhibit A attached hereto, and as diagrammed in Exhibit B attached hereto (the "<u>Property</u>").
- D. Developer intends to develop the Property as a residential community of 179 dwelling units and associated accessory uses as defined more fully in the Project Approvals.
- E. The complexity, magnitude and long-range nature of the Project would be difficult for Developer to undertake if City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project. As a result of the execution of this Development Agreement, both Parties can be assured that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project.
- F. In addition to other public benefits provided by the Project, the Project will result in development of off-site affordable housing units that exceed the City's minimum affordable housing requirements (as further described in Exhibit C). The off-site housing will be developed on a property located at the southeast corner of Mercury Lane and Berry Street (the "Off-Site Property").

- Developer has applied for, and City has granted, the Project Approvals (as defined in Section 1.7) in order to protect the interests of its citizens in the quality of their community and environment. As part of the Project Approvals, City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter "CEQA"), the required analysis of the environmental effects that would be caused by the Project and has determined those feasible mitigation measures which will eliminate, or reduce to an acceptable level, the adverse environmental impacts of the Project. The environmental effects of the proposed development of the Property were originally analyzed by the Greenbriar Residential Development Project EIR (as defined in Section 1.7.1) certified by City on [] in connection with the Project. City has also adopted a mitigation monitoring and reporting program (the "MMRP") to ensure that those mitigation measures incorporated as part of, or imposed on, the Project are enforced and completed. Those mitigation measures for which Developer is responsible are incorporated into, and required by, the Project Approvals. City has also adopted findings of fact and statements of overriding considerations for those adverse environmental impacts of the Project that may not or cannot be mitigated to an acceptable level.
- H. In addition to the Project Approvals, the Project may require various additional land use and construction approvals, termed Subsequent Approvals (as defined in Section 1.7.6), in connection with development of the Project.
- I. On March 11, 2025, the City of Brea Planning Commission ("<u>Planning Commission</u>"), the initial hearing body for purposes of development agreement review, adopted its recommendation to the City Council regarding approval of this Development Agreement pursuant to Resolution No. 2025-04. On [date], the City of Brea City Council ("<u>City Council</u>") adopted its Ordinance No. [____] approving this Development Agreement and authorizing its execution.
- J. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Development Agreement is appropriate to eliminate uncertainty regarding Project Approvals (including the Subsequent Approvals), thereby encouraging planning for, investment in and commitment to use and development of the Property; to use and develop the Property for substantial housing, employment, and property tax benefits as well as other public benefits to City; and to contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Legislation was enacted.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Developer agree as follows:

ARTICLE 1. GENERAL PROVISIONS

- 1.1 Parties.
 - 1.1.1 City. City is the City of Brea, a California municipal corporation.
- 1.1.2 <u>Developer</u>. Developer is a California limited liability company, with offices located at 2000 Fivepoint, Suite 365, Irvine, California 92618. "Developer," as used in this

Development Agreement, shall include any permitted assignee or successor-in-interest as herein provided.

- 1.2 <u>Relationship of Parties</u>. It is understood that the contractual relationship between City and Developer is such that City and Developer are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.
- 1.3 <u>Property Subject to this Development Agreement</u>. All of the Property, as described in Exhibit A and shown in Exhibit B, shall be subject to this Development Agreement.
- 1.4 <u>Interest of Developer</u>. Developer warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of Developer have been duly authorized to do so.

1.5 Binding Effect of Agreement.

- 1.5.1 Developer hereby subjects the Property to the covenants, reservations, and restrictions as set forth in this Agreement. City and Developer hereby declare their mutual and specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each of Developer's successors and assigns in title or interest to the Property. Each and every contract, deed, or other instrument hereinafter executed, covering, or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.
- 1.5.2 The parties hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Site, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which this Agreement is adopted.

1.6 Term.

- 1.6.1 <u>Effective Date</u>. This Development Agreement shall become effective upon the effectiveness of the ordinance approving this Agreement (the "<u>Effective Date</u>").
- 1.6.2 <u>Term of the Agreement</u>. The term ("<u>Term</u>") of this Development Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of ten (10) years, unless extended or earlier terminated as provided in this Agreement. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Project and obtain the Public Benefits of the Project. This Agreement shall terminate with respect to any for-sale residential lot and such lot shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

- 1.7 <u>Project Approvals</u>. Developer has applied for and obtained various environmental and land use approvals and entitlements related to the development of the Project, as described below. For purposes of this Development Agreement, the term "<u>Project Approvals</u>" shall mean all of the approvals, plans and agreements described in this Section 1.7.
- 1.7.1 <u>EIR</u>. On [date], following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. 2025-22, certified that the Greenbriar Residential Development Project Environmental Impact Report (State Clearinghouse No. 2024071235) pursuant to CEQA and adopted findings in support thereof (the "<u>EIR</u>").
- 1.7.2 <u>General Plan Amendments</u>. On [date], following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. 2025-23, amended the City General Plan (the "<u>General Plan Amendments</u>") to change the land use designation for the Project from General Commercial to Mixed-Use II.
- 1.7.3 <u>Zone Change</u>. On [date], following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. 1257, approved a change in zoning for the Project site from General Commercial (C-G Zone) with Precise Development (PD) Overlay to Mixed Use (MU-II Zone).
- 1.7.4 <u>Development Agreement</u>. On [date], following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. 1258, approved this Development Agreement and authorized its execution.
- 1.7.5 <u>Additional Entitlements</u>. On [date], following Planning Commission review and recommendation, and after a duly notice public hearing, the City Council, by Resolution No. 2025-24, approved Vesting Tentative Tract Map No. 2024-01 (TTM No. 19394) and Precise Development Review No. 2024-02 pursuant to Section 20.258.010.D of the Brea City Code.
- 1.7.6 Subsequent Approvals. In order to develop the Project as contemplated in this Development Agreement, the Project may require land use approvals, entitlements, development permits, and use and/or construction approvals in addition to those listed in Sections 1.7.1 through 1.7.5 above, which may include, without limitation: development plans, amendments to applicable conditional use permits, minor conditional use permits, administrative remedy, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right of way permits, lot line adjustments, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, encroachment permits, and amendments thereto and to the Project Approvals (collectively, "Subsequent Approvals"). At such time as any Subsequent Approval applicable to the Property is approved by the City, then such Subsequent Approval shall become subject to all the terms and conditions of this Development Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Development Agreement.

ARTICLE 2. PUBLIC BENEFITS

2.1 <u>Public Benefits</u>. In consideration of, and in reliance on, City agreeing to the provisions of this Development Agreement, City has determined that the Project will, among other public benefits, reduce uncertainties in planning and provide for the orderly development of the Project site; provide new for-sale housing opportunities to attract new residents to the City; provide for affordable housing; and generate new property revenues for the City.

2.2 Affordable Housing.

- 2.2.1 <u>Number of Affordable Units</u>. The Project shall provide no less than the amount of Affordable Housing identified in Exhibit C, attached hereto. These units shall fulfill the City's Affordable Housing requirement for the Project set forth at Chapter 20.40 of the City Code or any successor ordinance or regulation.
- 2.2.2 <u>Affordability Restrictions</u>. Developer agrees that it shall cause the affordable units to be income restricted per Health and Safety Code and rented at affordable rents as defined and published by the California Tax Credit Allocation Committee ("<u>CTCAC</u>") of any successor thereto for a minimum of fifty-five (55) years following first occupancy based on AMI for Orange County as determined and published annually by CTCAC for a family of a size appropriate to the unit.
- 2.2.3 <u>Local Preference</u>. To the maximum extent permitted by applicable law, include all applicable fair housing laws and regulations, Developer shall establish and maintain an interest list based on Brea residency and Brea employment substantially consistent with City's then-current Affordable Housing Guidelines for Brea City Code Chapter 20.40. Developer shall provide at least thirty (30) days' advance notice to households on such interest list prior to any general marketing of such affordable units, all in accordance with the Affordable Housing Agreement. Developer shall cooperate with the City to regularly provide the City with an updated interest list when units become available. The Parties acknowledge and agree that the City shall have no responsibility for maintaining such interest list.
- 2.2.4 <u>Affordable Housing Agreement</u>. Prior to the issuance of the first building permit for the multi-family development, Developer shall enter into an Affordable Housing Agreement with the City, in a form subject to the approval of the City Attorney for the purpose of guaranteeing the affordability in compliance with this Section, which agreement must result in recorded covenants upon the property to assure affordable rents as required in this Section.

ARTICLE 3. <u>DEVELOPMENT OF THE PROPERTY</u>

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

- 3.2 <u>No Affirmative Obligation To Develop</u>. Nothing in this Development Agreement is intended to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Developer under this Development Agreement if the development fails to occur.
- 3.3 <u>Timing of Development; Pardee Finding.</u> Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Project Approvals, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, provided, however, that nothing in the forgoing shall relieve Developer from complying with any requirements related to delivery of affordable housing set forth in Exhibit C.
- 3.4 Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.
- California law applicable to the development of land or property, to develop the Property in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control Development of the Site in accordance with the provisions of the Project Approvals and this Agreement. Except as expressly provided in this Agreement, only those City ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to Project in effect as of the Effective Date (collectively "Applicable Rules") shall apply to the construction and development of the Project and the Property.
- 3.6 <u>Applicable Rules</u>, <u>Exclusions</u>. Unless otherwise expressly provided in this Agreement, "Applicable Rules" excludes any City ordinance, resolution, code, rule, regulation or official policy related to: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the amount of any generally applicable Development Impact Fees or Processing Fees charged by the City on a citywide basis; (iv) the control and abatement of nuisances; (v) reasonable requirements to ensure public safety and are made applicable throughout the City; or (vi) the granting of encroachment permits and the conveyance of similar rights and interests that

provide for the use of or the entry upon public property or the exercise of the power of eminent domain.

3.7 <u>Changes in Applicable Rules</u>. Changes to the Applicable Rules adopted or enacted by City after the Effective Date ("<u>Future Rules</u>") shall not apply to the Project to the extent any such changes conflict with Developer's vested rights under this Agreement. For these purposes, Future Rules would conflict with Developer's vested rights under this Agreement if they: (i) materially impede, delay, or increase the cost of developing the Project in conformance with the Project Approvals; or (ii) directly impose new limits or controls on the type, rate, timing, phasing or sequencing of development as allowed under the Project Approvals. Future Rules that conflict with Developer vested rights under this Agreement may nevertheless apply to the Property if consented to in writing by Developer.

3.8 <u>Effect of Changes to State or Federal Laws</u>.

- 3.8.1 Developer's vested rights under this Agreement shall not preclude the application to the Project and the Property any changes in City ordinances, regulations, plans, or specifications that are: (i) specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5 or any successor provision or provisions; (ii) required to ensure access under the Americans with Disabilities Act; or (iii) any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City pursuant to state and federal law.
- 3.8.2 In the event any changes in state or federal laws prevent or preclude compliance with one or more of the provisions of this Agreement, City and Developer shall upon request of either Party meet in good faith to determine the feasibility of any modification or suspension of this Agreement that may be necessary to comply with such state or federal law and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such State or Federal Law.
- 3.8.3 In the event any changes in state or federal laws operates to frustrate irremediably and materially the Developer's vested rights under this Agreement, Developer shall have the right to terminate this Agreement or to challenge such state or federal law (by any method, including litigation); provided that Developer shall hold City harmless and City shall have no obligation under this Agreement to support Developer's challenge. In the event Developer's challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless the Parties mutually agree otherwise, except that if the Term of this Development Agreement would otherwise terminate during the period of any such challenge and Developer has not commenced with the development of the Project in accordance with this Development Agreement as a result of such challenge, the Term shall be extended for the period of any such challenge.
- 3.8.4 If any Future Rule or state or federal law expands, extends, enlarges or broadens Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Development Agreement shall be modified as may be necessary to comply or

conform with such new law, and (b) if such law is permissive, City will meet and confer with Developer regarding the provisions of this Development Agreement may be modified under the new law. Immediately after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Development Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

3.9 <u>Conflicts.</u> In the event of an irreconcilable conflict between the provisions of the Project Approvals (on the one hand) and the Applicable Rules (on the other hand), the provisions of the Project Approvals shall apply. In the event of a conflict between the Project Approvals (on the one hand) and this Development Agreement, in particular, (on the other hand), the provisions of this Development Agreement shall control.

3.10 <u>Processing Subsequent Approvals.</u>

- 3.10.1 Processing of Subsequent Approvals. City will accept, make completeness determinations, and process, promptly and diligently, to completion all applications for Subsequent Approvals for the Project, in accordance with the terms of this Development Agreement. City shall not use its authority in considering any application for a discretionary Subsequent Approval to unreasonably prevent or delay development of the Project as set forth in the Project Approvals.
- 3.10.2 <u>Subsequent CEQA Review</u>. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent consistent with CEQA, on the specific subject matter of the Subsequent Approval.
- 3.10.3 Additional Staffing. If, at the such time as Developer submits an application for a Subsequent Approval, City informs Developer that current City staff levels do not permit the prompt review Developer's applications, City may, at the request and sole expense of Developer, hire plan check, inspection and other personnel, or hire additional consultants for such actions, or allocate use of exclusively dedicated staff time, such that the Developer's timeline can be achieved. City and Developer shall consult in good faith regarding the terms of a deposit agreement to cover the cost of any additional staffing.
- 3.10.4 <u>Conditions of Subsequent Approvals</u>. Nothing in this Agreement shall limit City's authority to impose reasonable conditions on the Subsequent Approvals, including without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Rules or Project Approvals.
- 3.11 <u>Developer's Right to Rebuild</u>. If during the Term of this Agreement, it becomes necessary due to natural disaster, changes in seismic requirements renovate or rebuild the Project or should the buildings located within the Project become functionally outdated, within

Developer's sole discretion, due to changes in technology, then Developer shall have the vested right to renovate or rebuild the Project consistent with the Project Approvals and this Agreement.

3.12 <u>Life of Project Approvals and Subdivision Maps.</u>

- 3.12.1 <u>Life of Subdivision Maps</u>. The terms of any subdivision or parcel map for the Property, any amendment or reconfiguration thereto, or any subsequent tentative map, shall be automatically extended such that such tentative maps remain in effect for a period of time coterminous with the term of this Development Agreement. If, however, the terms of any subdivision or parcel map for the Property, any amendment or reconfiguration thereto, or any subsequent tentative map is extended beyond the Term of this Agreement, the Term of this Agreement shall not be automatically extended unless amended as provided in this Agreement.
- 3.12.2 <u>Life of Other Project Approvals</u>. The term of all other Project Approvals shall be automatically extended such that these Project Approvals remain in effect for a period of time at least as long as the term of this Development Agreement.
- 3.12.3 <u>Termination of Agreement</u>. In the event that this Agreement is terminated prior to the expiration of the Term of the Agreement, the term of any subdivision or parcel map or any other Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval, inclusive of any approved extensions.

3.13 Infrastructure.

- 3.13.1 <u>Infrastructure Phasing Flexibility</u>. Notwithstanding the provisions of any phasing requirements in the Project Approvals, Developer and City recognize that economic and market conditions may necessitate changing the order in which the infrastructure is constructed. Therefore, City and Developer hereby agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in the Project Approvals, Developer and City shall collaborate and City shall permit any reasonable modification requested by Developer so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being developed.
- 3.13.2 <u>Infrastructure Capacity</u>. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, City hereby acknowledges that it will have, and shall reserve, sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, as and when necessary to serve the Project as it is developed. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no unreasonable restriction on hookups or service for the Project except for reasons beyond City's control.
- 3.13.3 <u>Traffic Improvements</u>. In accordance with the Traffic Impact Analysis prepared for the Project, the Developer shall pay its fair-share contribution toward the following

roadway improvements prior to the issuance of the first Certificate of Occupancy for the Project, to the satisfaction of Community Development Director and/or Public Works Director.

Location	Improvement(s)
Associated Road & Shopping Center Drive No. 1	Installation of a traffic signal

- 3.13.4 Glenbrook Traffic Contribution. The Developer shall provide one-time funding in amount of \$25,000 (the "Glenbrook Traffic Contribution") for the purposes of the City conducting a comprehensive study of the Glenbrook neighborhood west of Associated Road to analyze various traffic conditions post-construction of the Project, including, but not limited to, cut-through traffic, traffic signal warrants and traffic calming measures, and to implement any improvement measures identified in such study. The Developer shall provide the Glenbrook Traffic Contribution to the City prior to issuance of first Certificate of Occupancy for the Project. If the Glenbrook Traffic Contribution is not fully expended within five years from the last Certificate of Occupancy for the Project, the City shall return all unexpended funds to the Developer. Developer's funding obligations under this Section 3.13.4 shall be limited to the Glenbrook Traffic Contribution, and, to the extent that such study identifies potential improvement measures that exceed the amount of the Study Contribution, Developer shall have no obligation to provide any additional funding.
- 3.14 <u>Written Verification of Sufficient Water Supply</u>. Any and all tentative subdivision maps approved for the Project shall comply with Government Code Section 66473.7, if, and to the extent, required by Government Code Section 65867.5(c).

ARTICLE 4.

ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES; ALLOCATIONS OF RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1 Conveyance of Public Infrastructure.
- 4.1.1 <u>Acceptance</u>; <u>Maintenance</u>. Upon completion of public infrastructure to be completed by Developer, if any, Developer shall offer for dedication to City from time to time as such public infrastructure is completed, and City shall promptly accept from Developer the completed public infrastructure (and release to Developer any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds), and thereafter City shall maintain the public infrastructure. Developer may offer dedication of public infrastructure in phases and the City shall not refuse to accept such phased dedications or refuse phased releases of bonds or other security so long as all other conditions for acceptance have been satisfied.
- 4.2 <u>Assessment Financing</u>. In the event that Developer, in its sole discretion, elects to form any assessment districts (including without limitation Mello Roos Districts and Landscaping and Lighting Districts), community facilities districts, Geologic Hazard Abatement Districts, and tax exempt financing mechanisms (a "<u>Financing Mechanism</u>"), the City agrees to consider such

application in good faith. Ultimate legislative discretion of the approval or disapproval of an application for such a district remains with the City Council.

- 4.3 <u>Eminent Domain Powers</u>. City agrees to cooperate with Developer in implementing all of the conditions of all Project Approvals, including but not limited to consideration of the use of its eminent domain powers; provided however that the use of eminent domain shall be in the sole and absolute discretion of City and subject to all applicable legal requirements.
- 4.4 <u>Public Improvements</u>. Developer and City shall each use its best efforts to ensure that all public infrastructure in connection with the Project is (i) designed and constructed in accordance with all applicable City standards, (ii) can be reviewed and accepted by City in the most expeditious fashion possible, and (iii) maintained by City after acceptance, including, without limitation, maintenance of the public parks. Developer (or its affiliates or contractor(s)) shall be responsible for obtaining all permits and approvals necessary for development of the public infrastructure.
- 4.5 <u>Reimbursement</u>. Nothing in this Agreement precludes City and Developer from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Project Approvals to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project.
- 4.6 <u>Model Homes</u>. Prior to recordation of any final map, City agrees to issue building permits and occupancy certificates for the construction of model homes (and related model home complex structures) that will be used by Developer for the purpose of promoting sales of single family residential units within the Project; provided, however, in no event shall City be required to issue more than fifteen (15) building permits for the construction of model homes, and in no event shall Developer be permitted to sell or transfer any model home until a final map has been recorded on that portion of the Project where the model home is located.

ARTICLE 5.ANNUAL REVIEW

Section 65865.1 shall be conducted for the purposes and in the manner stated in those laws as further provided herein. As part of that review, City and Developer shall have a reasonable opportunity to assert action(s) that either Party believes have not been undertaken in accordance with this Development Agreement, to explain the basis for such assertion, and to receive from the other Party a justification for the other Party's position with respect to such action(s), and to take such actions as permitted by law. The procedure set forth in this Article shall be used by Developer and City in complying with the annual review requirement. The City and Developer agree that the annual review process shall review compliance by Developer and City with the obligations under this Development Agreement but shall not review compliance with other Project Approvals, provided nothing in this Agreement shall limit City's authority to otherwise review compliance with the Project Approvals.

- 5.2 <u>Commencement of Process</u>. City's Community Development Director, or their designee, shall commence the annual review process by notifying Developer in writing at least forty-five (45) days prior to the anniversary of the Effective Date each year that the annual review process shall commence as specified in this Section. Failure of Community Development Director to send such notification at least forty-five (45) days prior to the anniversary of the Effective Date shall be deemed to extend the time period in which annual review is required until at least forty-five (45) days after such notice is provided. City's failure to perform an annual review pursuant to the terms of the Article 5 shall not constitute or be asserted as a default by Developer.
- 5.3 <u>Developer Compliance Letter</u>. Not less than thirty (30) days after receipt of the Community Development Director's notice pursuant to Section 5.2, Developer shall submit a letter to the Community Development Director demonstrating Developer's good faith compliance with the material terms and conditions of this Development Agreement and shall include in the letter a statement that the letter is being submitted to City pursuant to the requirements of Government Code Section 65865.1.

5.4 City Review.

- 5.4.1 Within thirty (30) days after the receipt of Developer's letter, the Community Development Director shall review Developer's submission and determine whether Developer has, for the year under review, demonstrated good faith compliance with the material terms and conditions of this Development Agreement.
- 5.4.2 Upon completion of an annual review, the Community Development Director shall submit a report to the City Council setting forth the evidence concerning good faith compliance by Owner with the terms of this Agreement and his recommended finding on that issue. If the Council finds on the basis of substantial evidence that Owner has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded. If the Council makes a preliminary finding that Owner has not complied in good faith with the terms and conditions of this Agreement, City shall grant Developer a reasonable period of time to cure the alleged noncompliance, which period may be extended by the Community Development Director if, in their reasonable discretion, finds that Developer is working in good faith to cure their noncompliance and additional time is reasonably necessary.
- 5.4.3 Upon the end of the cure period, the Community Development Director shall submit a report to the City Council regarding Developer's efforts to cure their noncompliance. If the Council, at public meeting, determines that Developer is in compliance with the material terms and conditions of this Development Agreement, the annual review shall be deemed concluded and City shall, at Developer's request, issue and have recorded a Certificate of Compliance indicating Developer's compliance with the terms of this Development Agreement. If the City Council instead finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms or conditions of this Development Agreement and that Developer is in material breach of this Development Agreement, City may deem Developer in default, provide Developer additional time to cure their non-compliance, or seek any other remedy available to City. The procedures set forth in this Section shall supplement and shall not replace any remedies otherwise available to a defaulting Party under this Agreement or available at law or equity.

ARTICLE 6. AMENDMENTS

- 6.1 <u>Amendments to Development Agreement</u>. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in Government Code Section 65868, et seq., or successor provisions thereto.
- 6.2 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Development Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment to the Agreement. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of City.
- 6.3 <u>Amendments to Project Approvals</u>. Project Approvals may be amended or modified from time to time in the manner otherwise provided for in state or local law. All amendments to the Project Approvals shall automatically be treated in the same manner as Project Approvals without further action only if none of the conditions described in CEQA Regulation 15162 have occurred.

ARTICLE 7.DEFAULT, REMEDIES AND TERMINATION

- 7.1 Events of Default. Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 11.2 hereof regarding permitted delays and a Mortgagee's right to cure pursuant to Section 10.3 hereof, any failure by either Party to perform any material term or provision of this Development Agreement (not including any failure by Developer to perform any term or provision of any other Project Approvals) shall constitute an "Event of Default," in the following circumstances:
- 7.1.1 The defaulting Party does not cure such failure within sixty (60) days (such sixty (60) day period is not in addition to any cure period under Section 5.4.2, if Section 5.4.2 is applicable) following written notice of default from the other Party, where such failure is of a nature that can be cured within such sixty (60) day period; or
- 7.1.2 Such failure is not of a nature which can be cured within such sixty (60) day period, the defaulting Party does not within such sixty (60) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure.

- 7.2 Notice of Default. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Event of Default, all facts constituting substantial evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Development Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Development Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any default under this Development Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Development Agreement.
- 7.3 Meet and Confer. During the time periods specified in this Section to cure a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the sixty (60)-day cure period referred to in Section 7.1 (even if the sixty (60)-day cure period itself is extended pursuant to Section 7.1(ii)) unless the Parties agree otherwise in writing.
- 7.4 Remedies and Termination. If, after notice and expiration of the cure periods and procedures set forth in Sections 7.1 and 7.2, the alleged Event of Default is not cured, the non-defaulting Party, at its option, may institute legal proceedings pursuant to Section 7.4 of this Development Agreement and/or terminate this Development Agreement pursuant to Section 7.7 herein. In the event that this Development Agreement is terminated pursuant to Section 7.7 herein and litigation is instituted that results in a final decision that such termination was improper, then this Development Agreement shall immediately be reinstated as though it had never been terminated.

7.5 <u>Legal Action by Parties</u>.

- 7.5.1 <u>Remedies</u>. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto or to obtain any remedies consistent with the purpose of this Development Agreement. All remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.
- 7.5.2 No Damages. In no event shall either Party, or its boards, commissions, officers, agents, or employees, be liable in damages for any default under this Development Agreement, it being expressly understood and agreed that the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Development Agreement by the other Party, or to terminate this Development Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Development Agreement including, but not limited to obligations to pay

attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Development Agreement by the other Party.

7.6 Termination.

- 7.6.1 <u>Expiration of Term</u>. Except as otherwise provided in this Development Agreement, this Development Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Development Agreement as set forth in Section 1.6.
- 7.6.2 <u>Survival of Obligations</u>. Upon the termination or expiration of this Development Agreement as provided herein, neither Party shall have any further right or obligation with respect to the Property under this Development Agreement except with respect to any obligation that is specifically set forth as surviving the termination or expiration of this Development Agreement. The termination or expiration of this Development Agreement shall not affect the validity of the Project Approvals (other than this Development Agreement) for the Project.

ARTICLE 8.COOPERATION AND IMPLEMENTATION

- 8.1 Further Actions and Instruments. Each Party to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.
- 8.2 Regulation by Other Public Agencies. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Development Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Development Agreement in all respects when dealing with any such agency regarding the Property. To the extent that City, the City Council, the Planning Commission or any other board, agency, committee, department or commission of City constitutes and sits as any other board, agency, commission, committee, or department, it shall not take any action that conflicts with City's obligations under this Agreement. In the event any state or federal resources agency (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army

Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board,), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements that require modifications to the Project, then the Parties will work together in good faith to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such permit requirements, then the Parties may defer such changes until the completion of such appeal or challenge.

8.3 Other Governmental Permits and Approvals; Grants. Developer shall apply in a timely manner in accordance with Developer's construction schedule for the permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. Developer shall comply with all such permits, requirements and approvals. City shall cooperate with Developer in its endeavors to obtain (a) such permits and approvals and shall, from time to time, at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, at each stage of the development of the Project; and (b) any grants for the Project for which Developer applies.

8.4 <u>Indemnification and Legal Challenge</u>.

- 8.4.1 To the maximum extent permitted by law, Developer must defend, indemnify, and hold the City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Development and/or construction of the Project, and which may arise from the direct or indirect operations of Developer or those of Developer's contractors, agents, tenants, employees, or any other persons acting on Developer's behalf, which relate to the Development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project, including any associated public or private improvements.
- 8.4.2 Without limiting the generality of paragraph 8.4.1, Developer shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to any claims that Developer or Developer's contractors are required to pay prevailing wages pursuant to Labor Code Section 1720 *et seq.*, in connection with the Development of the Project.
- 8.4.3 Without limiting the generality of paragraph 8.4.1, in the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Code, or any other supporting document relating to the Project, Developer shall also indemnify, defend, and hold harmless the Indemnitees with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action.

- 8.4.4 With respect to any legal action or claim falling within Developer's defense, indemnity, and hold harmless obligations, the City shall have the right to select counsel of its choice and the parties shall cooperate in the defense. Developer shall provide, and maintain for the duration of such action or claim, a cash deposit to City in an amount or amounts determined by the City Attorney to be reasonably necessary to cover the City's legal fees, costs, and expenses. Developer shall not be entitled to a refund of funds expended from the deposit regardless of the outcome of the action or claim. The City shall refund to Developer any unexpended funds from the deposit within thirty (30) days of any final disposition or full and complete settlement of the action or claim.
- 8.4.5 In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Developer may elect to continue Development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof. City shall take all actions it deems reasonably necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law, maintain the integrity of the Project Approvals, and avoid or minimize to the greatest extent possible any material limitation to, or frustration of, Developer's vested rights under this Agreement.
- 8.4.6 This Section 8.4 shall survive this the expiration or earlier termination of this Agreement.

ARTICLE 9.TRANSFERS AND ASSIGNMENTS

- 9.1 <u>Right to Assign.</u> Developer shall have the right to sell, assign or transfer ("<u>Transfer</u>") in whole or in part its rights, duties and obligations under this Development Agreement, to any person or entity at any time during the Term of this Development Agreement without the consent of City; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Development Agreement be at any time so Transferred except through a transfer of the Property. In the event of a transfer of a portion of the Property, Developer shall have the right to Transfer its rights, duties and obligations under this Development Agreement that are applicable to the transferred portion, and to retain all rights, duties and obligations applicable to the retained portions of the Property. Upon Developer's request, City shall cooperate with Developer and any proposed transferee to identify completed obligations and allocate rights, duties and obligations under this Development Agreement and the Project Approvals among the transferred Property and the retained Property.
- 9.2 Release upon Transfer. Upon the Transfer of Developer's rights and interests under this Development Agreement pursuant to Section 9.1, Developer shall automatically be released from its obligations and liabilities under this Development Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the Transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights

and/or obligations under this Development Agreement, provided that (i) Developer has provided to City written notice of such Transfer, and (ii) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Development Agreement with respect to that portion of the Property transferred. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferor and the transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a transferor or a transferee shall only affect the portion of the Property owned by such transferor or transferee. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9.3 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Development Agreement.

Covenants Run with the Land. All of the provisions, agreements, rights, powers, 9.3 standards, terms, covenants and obligations contained in this Development Agreement shall be binding upon the Parties and their respective successors (by merger, reorganization, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all of the persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Development Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder (i) is for the benefit of such Property and is a burden upon such Property, (ii) runs with such Property, (iii) is binding upon each Party and each successive owner during its ownership of such Property or any portion thereof, and (iv) each person or entity having any interest therein derived in any manner through any owner of such Property, or any portion thereof, and shall benefit the Property hereunder, and each other person or entity succeeding to an interest in such Property.

ARTICLE 10.MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

10.1 <u>Mortgagee Protection</u>. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("<u>Mortgage</u>"). This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this

Development Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

- Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or by the Project Approvals and Applicable Rules.
- 10.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice.
- 10.4 <u>No Supersedure</u>. Nothing in this Article 10 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Development Agreement, nor shall any provision of this Article 10 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 10.3.
- 10.5 <u>Technical Amendments to this Article 10</u>. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

ARTICLE 11.MISCELLANEOUS PROVISIONS

11.1 <u>Limitation on Liability</u>. Notwithstanding anything to the contrary contained in this Development Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Development Agreement by Developer, or for any amount which may become due to City under the terms of this Development Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Development Agreement by City or for any amount which may become due to Developer under the terms of this Development Agreement.

- Force Majeure. The Term of this Development Agreement and the Project Approvals and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock-outs and other labor difficulties, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, any development moratorium or any action of other public agencies that regulate land use, development or the provision of services prevents, prohibits or delays construction of the Project, enemy action, riots, insurrections, civil disturbances, wars, terrorist acts, fire, unavoidable casualties, pandemic, government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, "Government Offices") are not open for business and any Government Offices' systems are not operational such that such action cannot occur; (b) any other third party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that, as part of consummation of financial transactions contemplated hereby cannot occur), litigation involving this Agreement or the Project Approvals, or any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project. Such extension(s) of time shall not constitute an Event of Default and shall occur at the request of any Party. In addition, the Term of this Development Agreement and any subdivision map or any of the other Project Approvals shall not include any period of time during which (i) a development moratorium including, but not limited to, a water or sewer moratorium, is in effect; (ii) the actions of public agencies that regulate land use, development or the provision of services to the Property prevent, prohibit or delay either the construction, funding or development of the Project or (iii) there is any mediation, arbitration; litigation or other administrative or judicial proceeding pending involving the Vested Elements, or Project Approvals. The Term of the Project Approvals shall therefore be extended by the length of any development moratorium or similar action; the amount of time any actions of public agencies prevent, prohibit or delay the construction, funding or development of the Project or prevents, prohibits or delays the construction, funding or development of the Project; or the amount of time to finally resolve any mediation, arbitration, litigation or other administrative or judicial proceeding involving the Vested Elements, or Project Approvals. Furthermore, in the event the issuance of a building permit for any part of the Project is delayed as a result of Developer's inability to obtain any other required permit or approval, then the Term of this Development Agreement shall be extended by the period of any such delay.
- 11.3 <u>Notices, Demands and Communications Between the Parties</u>. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if delivered personally (including delivery by private courier) or delivered by nationally recognized overnight courier service to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section 11.3.

City: City of Brea

1 Civic Center Circle Brea, California 92821 Attention: City Manager

with copies to: City of Brea

1 Civic Center Circle Brea, California 92821

Attention: City Attorney

City of Brea

1 Civic Center Circle Brea, California 92821

Attention: Community Development Director

Developer Lennar Homes of California, LLC

2000 Fivepoint, Suite 365 Irvine, California 92618

Attention: General Counsel

with copies to: Cox, Castle & Nicholson, LLP

2029 Century Park East, Suite 2100

Los Angeles, CA 90067

Attention: Andrew K. Fogg, Esq.

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by electronic facsimile transmission shall be deemed received upon receipt of sender of electronic confirmation of delivery, provided that a "hard" copy is delivered as provided above.

- 11.4 <u>Project as a Private Undertaking; No Joint Venture or Partnership</u>. The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. Nothing contained in this Development Agreement or in any document executed in connection with this Development Agreement shall be construed as making City and Developer joint venturers or partners.
- 11.5 <u>Non-Intended Prevailing Wage Requirements</u>. Nothing in this Development Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a "<u>Non-Intended Prevailing Wage Requirement</u>"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Development

Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of which the Parties are aware that would indicate that the terms and conditions of this Agreement would result in a Non-Intended Prevailing Wage Requirement. If, despite such efforts, any provision of this Development Agreement shall be determined by the Department of Industrial Relations, the Labor and Workforce Development Agency, or any court of competent jurisdiction to result in a Non-Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, at the election of Developer in its sole and absolute discretion, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non-Intended Prevailing Wage Requirement.

- 11.6 Severability. If any terms or provision(s) of this Development Agreement or the application of any term(s)or provision(s) of this Development Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Development Agreement or the application of this Development Agreement to other situations, shall remain in full force and effect unless amended or modified by mutual consent of the Parties; provided that, if the invalidation, voiding or enforceability would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Developer (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice of such termination to City.
- 11.7 <u>Section Headings</u>. Article and Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.
- 11.8 <u>Construction of Agreement</u>. This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.
- 11.9 <u>Entire Agreement</u>. This Development Agreement includes the Recitals and any exhibits attached hereto and incorporated by reference herein, which, together with the Project Approvals, constitute the entire understanding and agreement of the Parties and supersedes all

negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The exhibits are as follows:

Exhibit A Legal Description of the Property

Exhibit B Map of the Property
Exhibit C Affordable Housing Plan

- 11.10 Estoppel Certificates. Either Party may, at any time during the Term of this Development Agreement, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if amended; identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) any other information reasonably requested. The Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. Either the City Manager or the Community Development Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.
- 11.11 <u>Recordation</u>. Pursuant to California Government Code Section 65868.5, within ten (10) days after the later of execution of the Parties of this Development Agreement or the Effective Date, the City Clerk shall record this Development Agreement with the Orange County Recorder. Thereafter, if this Development Agreement is terminated, modified or amended, the City Clerk shall record notice of such action with the Orange County Recorder.
- 11.12 <u>No Waiver</u>. No delay or omission by either Party in exercising any right or power accruing upon noncompliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.
- 11.13 <u>Time Is of the Essence</u>. Time is of the essence for each provision of this Development Agreement for which time is an element.
- 11.14 <u>Applicable Law; Venue.</u> This Development Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action to enforce or contest the validity of this Agreement shall be any court of competent jurisdiction located in the County of Orange, California.

- 11.15 Attorneys' Fees. Should any legal action be brought by either Party because of a breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses, including without limitation, expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.
- 11.16 <u>Third Party Beneficiaries</u>. Except as otherwise provided herein, City and Developer hereby renounce the existence of any third party beneficiary to this Development Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.
- 11.17 <u>Constructive Notice and Acceptance</u>. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Development Agreement is contained in the instrument by which such person acquired an interest in the Property.
- 11.18 <u>Counterparts</u>. This Development Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.
- 11.19 <u>Authority</u>. The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils', redevelopment agencies' or other approvals have been obtained.
- 11.20 Conflicts of Interest; Prohibited Interests. Developer warrants and maintains as of the Effective Date of this Agreement that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Developer. If any information regarding an officer of employee of the City having an interest in this transaction or in the business of Developer as of the Effective Date of this Agreement comes to the knowledge of Developer at any time during the Term of this Agreement, Developer shall immediately make a complete, written disclosure of such interest to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws. If the City subsequently is provided information that Developer had knowledge but failed to disclose knowledge of any such interest, and Developer fails to acknowledge such interest within fourteen (14) days of notification by the City, Developer's failure shall constitute a breach of the Agreement.

[Signatures Appear on The Following Page]

IN WITNESS WHEREOF, City and Developer have executed this Development Agreement as of the date first set forth above.

		DEVELOPER:
		LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company
		By: Name: Gary Jones
		Title: Vice President
		Date:
		CITY:
		CITY OF BREA, a California municipal corporation
		By:
		Name: Blair Stewart Title: Mayor
		Date:
ATT	ESTATION:	
By:		
J	Lillian Harris, City Clerk	
APP	ROVED AS TO FORM:	
By:		
	Terence Boga, City Attorney	

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		
On this day of	, 20 before me,	, who
proved to me on the basis of subscribed to the within instr in his/her/their authorized ca	satisfactory evidence to be the rument and acknowledged to mapacity(ies), and that by his/her/	person(s) whose name(s) is/are e that he/she/they executed the same their signature(s) on the instrument (s) acted, executed the instrument.
I certify under PENALTY Of foregoing paragraph is true a	OF PERJURY under the laws of and correct.	the State of California that the
WITNESS my hand and offi	icial seal.	
Signature:		(Seal)

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	_			
On this day of	20	hafora ma		
On this day of Notary Public, personally appe	, 20	octore me,		, who
proved to me on the basis of s	atisfactory evi	idence to be the	e person(s) whose	e name(s) is/are
subscribed to the within instru				
in his/her/their authorized capathe person(s), or the entity upon	acity(ies), and	that by his/her	their signature(s	s) on the instrument
I certify under PENALTY OF foregoing paragraph is true an		nder the laws o	f the State of Cal	lifornia that the
WITNESS my hand and offici	al seal.			
Signature:			(Seal)	

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 2, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED JUNE 3, 1976 IN BOOK 80, PAGES 42 AND 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 15, 1992 AS INSTRUMENT NO. 92 - 700294, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 14, 2011 AS INSTRUMENT NO. 2011000028720, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER UNDERLYING A PLANE PARALLEL TO AND 500 FEET, MEASURED VERTICALLY DOWNWARD BELOW THE SURFACE OF THE LAND, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND", TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREINRESERVED WHICH INCLUDE BUT ARE NOT LIMITED TO THE RIGHT TO PROSPECT, EXPLORE, MINE, DRILL, PRODUCE, TAKE, TREAT, STORE AND REMOVE ALL SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER AND THE RIGHT TO INJECT IN AND REMOVE FROM SUBSURFACE LAND, OIL, GAS, WATER OR OTHER FLUIDS FOR THE PURPOSES OF STORAGE, PRESSURE MAINTENANCE AND/OR SECONDARY RECOVERY OF SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHERWISE TO DRILL, COMPLETE AND MAINTAIN WELLS INTO AND THROUGH SUBSURFACE LAND FROM SURFACE LOCATIONS OUTSIDE THE BOUNDARIES OF REAL PROPERTY HEREIN CONVEYED, PROVIDED, HOWEVER, THAT THE RIGHT HEREIN RESERVED AND RETAINED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF THE REAL PROPERTY HEREIN CONVEYED OR WITHIN 500 FEET, MEASURED VERTICALLY DOWNWARD BELOW THE SURFACE OF THE LAND, AS RESERVED BY UNION OIL COMPANY OF CALIFORNIA, IN DEED RECORDED APRIL 20, 1973 IN BOOK 10654 PAGE 243, OFFICIAL RECORDS.

APN: 319-102-34

EXHIBIT B

MAP OF PROPERTY

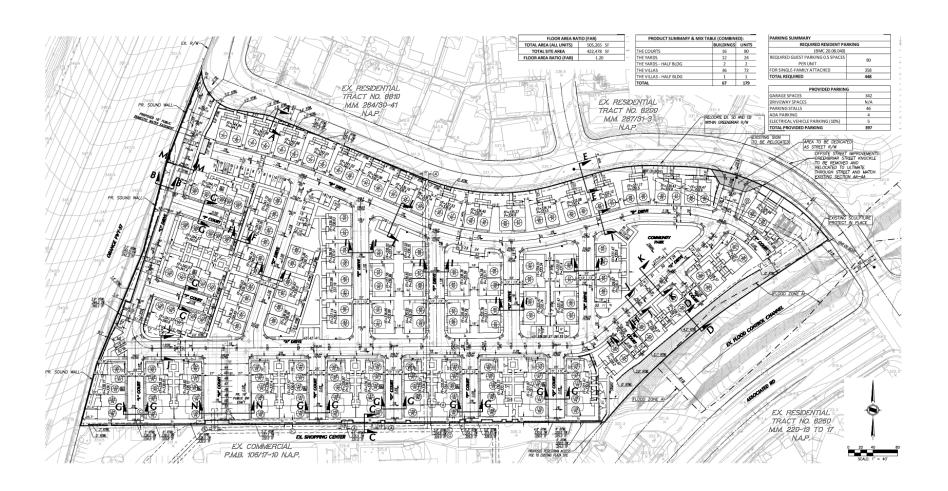


EXHIBIT C

AFFORDABLE HOUSING PLAN

This Affordable Housing Plan sets forth the manner in which the Project will comply with the affordable housing requirements set forth in Brea City Code, Chapter 20.40 and in accordance with the Project Approvals, the Applicable Rules, and this Development Agreement. Pursuant to Chapter 20.40, the Project is required to include a minimum number of affordable housing units on the Property at one of the following levels unless the City approves the use of an alternative to developing affordable units on the Property.

Municipal Code Options for Rate of Affordable Housing	Resulting Minimum Requirement at Each Optional Level
5% Extremely Low Income	9 Extremely Low Units
10% Very Low Income	18 Very Low Units
15% Low Income	27 Low Income Units
20% Moderate Income	36 Moderate Income Units
30% Workforce Housing	54 Workforce Housing Units

In lieu of providing the required affordable units on the Property, the Project shall be permitted to meets its obligations in the following manner.

OPTION 1 OFF SITE AFFORDABLE HOUSING PROJECT

In lieu of providing deed-restricted affordable housing on site within the Project, Developer shall have the option to acquire and convey the Off-Site Property to an experienced third-party affordable housing developer (the "Affordable Developer") approved by the City, acting reasonably, for development of an 100% affordable housing project on the Off-Site Property (the "Off-Site Affordable Housing Project"). Developer's conveyance of the Off-Site Property to the Affordable Developer must ensure that the Off-Site Affordable Housing Project meets the following minimum requirements:

- There must be at least 85 total units, including:
 - o Sixty eight (68) 1-Bedroom, 1-Bath units,
 - o Sixteen (16) 2-Bedroom, 1-Bath units, and
 - o One (1) Manager Unit
- Units must be provided at the following minimum numbers and affordability levels:
 - o 9 Extremely Low (30% TCAC Rents)
 - o 9 Very Low (50% TCAC Rents)
 - o 66 Lower (30 @ 60% TCAC Rents and 36 @ 70% TCAC Rents).

- Lower income units shall be restricted to a maximum affordable rent of up to 80% AMI for Orange County as determined and published annually by California Tax Credit Allocation Committee for a family of a size appropriate to the unit.
- To the maximum extent permitted by law, Developer will implement a point system to afford preference for such units based on Brea residency and Brea employment.

Developer acknowledges and agrees: (1) the Off-Site Property is currently subject to Development Agreement No. 19-01 and the associated Affordable Housing Agreement and Restrictive Covenant for development of a five-story building containing 114 multi-family units, including restricted rents between the low and moderate income threshold for 80 residential unit; (2) nothing in this Development Agreement shall require City to approve the Off-Site Affordable Housing Project or related requests, provided City will consider in good faith all applications for necessary City entitlements; and (3) development of the Off-Site Affordable Housing Project will likely depend on the Affordable Developer's ability to obtain sufficient financing from multiple sources and that the failure to secure sufficient financing may render the Off-Site Affordable Housing Project infeasible. Nothing in this Affordable Housing Plan, the Project Approvals, the Applicable Rules, or this Development Agreement shall relieve Developer of its affordable housing obligations in the event the Off-Site Affordable Housing Project is not completed for any reasons whatsoever, except as otherwise provided in this Affordable Housing Plan.

OPTION 2 ALTERNATIVE CONVEYANCE OF OFF-SITE PROPERTY

If, on or before issuance of first Certificate of Occupancy within the Project: (1) the necessary financing for the Off-Site Affordable Housing Project fails to close; or (2) City determines, in its sole discretion, that the Affordable Developer will be unable to complete the Off-Site Affordable Housing Project; then Developer must meet its affordable obligations by conveying the Off-Site Property to City subject to the following requirements:

- Conveyance shall be by grant deed in a form approved by the City Attorney.
- Off-Site Property must be free of any liens and conveyed to City at no cost.
- Developer shall disclose any and all encumbrances or easements on the title of the land, and all encumbrances and easements must be factored into its estimated value.
- Off-Site Property must be free of any hazardous materials and if any hazardous materials previously contained on the site, Developer must provide evidence that full remediation was performed in accordance with all applicable law.

The Project shall be deemed to have fulfilled its affordable housing obligations upon recordation of the grant deed.

OPTION 3 ON SITE AFFORDABLE HOUSING DEVELOPMENT

In the event that Developer is unable to convey the Off-Site Property to City in accordance with all of the requirements set forth in Option 2, above, the Project must provide affordable units on the Property and within the Project in accordance with all requirements of the City's Affordable Housing Ordinance in effect as of the Effective Date, described above.

ATTACHMENT R

March 2025 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2024071235

GREENBRIAR RESIDENTIAL DEVELOPMENT PROJECT

for City of Brea

Prepared for:

City of Brea

Contact: Rebecca Pennington, Senior Planner 1 Civic Center Circle Brea, California 92821 714.990.7600

Prepared by:

PlaceWorks

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



Table of Contents

Secti	ion		Page
1.	INTR	ODUCTION	1
	1.1	PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM	1
	1.2	PROJECT LOCATION	2
	1.3	PROJECT DESCRIPTION	
	1.4	ENVIRONMENTAL IMPACTS	
2.	MITI	GATION MONITORING REQUIREMENTS	5
	2.1	CATEGORIZED MITIGATION MEASURES/MATRIX	5
3.	REP	ORT PREPARATION	25
	3.1	LIST OF PREPARERS	25

List of Tables

<u>Table</u>		Page
Table 1	Greenbriar Residential Development Project Land Use Summary	3
Table 2	Mitigation Monitoring Requirements	7

Table of Contents

This page intentionally left blank.

Page ii PlaceWorks

1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Draft Environmental Impact Report (DEIR) for the Greenbriar Residential Development Project (proposed Project), State Clearinghouse No. 2024071235. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code. Section 21081.6 states:

- (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
 - (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
 - (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.
- (b) A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.
- (c) Prior to the close of the public review period for a draft environmental impact report or mitigated negative declaration, a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either submit to the lead agency complete and detailed performance objectives for mitigation measures which 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 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 which mitigate impacts to resources which are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance by a responsible agency or agency having jurisdiction over natural resources affected by a project with that requirement 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.

The MMRP will serve to document compliance with adopted/certified mitigation measures that are formulated to minimize impacts associated with the proposed Project.

1.2 PROJECT LOCATION

The Project site is developed with an existing 164,908-square-foot office building, a three-story parking structure and surface parking lot at 1698 through 1700 Greenbriar Lane, City of Brea (Assessor's Parcel Number [APN] 319-102-34), and encompasses 9.7 acres in northeast Orange County. The Project site is surrounded by commercial and residential uses and is bounded by State Route 57 (SR-57) to the west, residential uses along Greenbriar Lane to the north, residential uses separated by Fullerton Creek drainage channel and South Associated Road to the east, and the Brea Plaza Shopping Center to the south. The City of Brea is in the northeast portion of Orange County, California, and bordered by La Habra to the northwest; Fullerton to the southwest and south; Placentia to the south; Yorba Linda to the southeast and east; unincorporated Orange County to the east, northeast, and north; Chino Hills in San Bernardino County to the northwest; and unincorporated Los Angeles County to the northwest

1.3 PROJECT DESCRIPTION

The proposed Project would require the demolition of the existing office building, parking structure, and parking lot prior to construction and operation of the residential community. The proposed Project would provide for up to 179 residential units on 6.87 acres of the approximately 9.7-acre site, and would result in approximately 505 new residents. The remainder of the site (2.82 acres) would include internal access roads and public utilities. The proposed Project would include 104,785 square feet of common landscape area (planting improvements), 7,569 square feet of private open space landscape area, and 35,423 square feet of common hardscape area. In addition, a passive park would be provided on the interior of the site, and ornamental landscaping throughout the site. The proposed Project would include 67 buildings consisting of three different architectural styles. Table 1, *Greenbriar Residential Development Project Land Use Summary*, provides a breakdown of the product summary and mix.

Page 2 PlaceWorks

Table 1 Greenbriar Residential Development Project Land Use Summary

Product Summary and Mix	Number of Buildings	Number of Units
The Court	ourt 16	
The Villas	37	73
The Yards	14	26
Residential Subtotal	67	179

Additionally, the Project site includes improvements to the fencing and walls, site access and parking, and infrastructure. Improvements to fencing and walls for the proposed Project includes installation of a 10-foottall, 12-inch-wide masonry wall along the entire western boundary adjacent to SR-57; installation of a 8-foot tall, 8 inch wide, masonry wall between the Brea Plaza Commercial area; a barrier from the Brea Plaza docking doors and commercial equipment; and includes interior accent walls, interior privacy walls, and a patio wall along Greenbriar Lane. Site access and parking improvements specifically include new pedestrian paths and crossings within the Project site; reconfiguring Greenbriar Lane and two new driveways would connect at "t-intersections;" and 51 new parking spaces and 6 electric vehicle parking stalls are provided as exterior parking stalls (in addition to 358 spaces provided by the garage parking) for a total of 413 parking stalls for the Project site. Infrastructure improvements would involve extending and connecting to utilities (sewer, water, storm drain, electricity, and gas) to accommodate the uses onsite; as well as, off-site utility connections would occur within Greenbriar Lane and the Brea Plaza Shopping Center site.

1.4 ENVIRONMENTAL IMPACTS

1.4.1 Impacts Considered No Impact or Less Than Significant

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

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Energy
- Geology and Soils
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources

- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities and Service Systems
- Wildlife

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

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

- Air Quality
- Cultural and Paleontological Resources
- Greenhouse Gas Emissions

- Hazards and Hazardous Materials
- Tribal Cultural Resources

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

1.4.3 Unavoidable Significant Adverse Impacts

The EIR concluded that the proposed Project would not result in significant and unavoidable impacts to any topic areas, as identified in the EIR.

Page 4 PlaceWorks

2.1 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures, and plans, programs, and policies (PPPs) have been categorized in matrix format, as shown in Table 2. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures. To the extent permitted by law, if the Applicant cannot complete any PDF or mitigation measure and timing thereof, the City may specify another substituted measure, which (i) will have the same or superior result, (ii) will have the same or superior effect on the environment, and (iii) has a nexus to the Project. The Planning Department, in conjunction with any appropriate agencies or City departments, shall determine the adequacy of any proposed "environmental equivalent/timing" based on substantial evidence and, if determined necessary, may refer said determination to the Planning Commission. Any costs associated with information required to make a determination of environmental equivalency/timing shall be borne by the Applicant.

This page intentionally left blank.

Page 6 PlaceWorks

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
5.1 AESTHE	TICS				
PPP AE-1	The proposed Project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Brea City Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.	Project Applicant	Prior to issuance of building permits	City of Brea Planning Division and/or City of Brea Building and Safety Division	
PPP AE-2	All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises, per Brea City Code Section 20.220.040(L), Property Development Standards.	Project Applicant	Prior to issuance of building permits	City of Brea Planning Division and/or City of Brea Engineering Division	
PPP AE-3	In accordance with Section 20.258.030(D)(2), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code, the architectural style and use of quality materials shall be consistent throughout the entire Project site.	Project Applicant	Prior to issuance of building permits	City of Brea Planning Division	
PPP AE-4	In accordance with Section 20.258.030(D)(3.g), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code, multiple structures on a single site shall be designed to create a strong visual relationship between and among the structures, and architectural treatments of structures shall be consistent on all sides.	Project Applicant	Prior to issuance of building permits	City of Brea Planning Division	
PPP AE-5	Art in Public Places Sculpture. Pursuant to the City of Brea Art in Public Places Policy Manual, the applicant must submit a letter to City staff explaining efforts to be taken during construction to protect the existing art piece.	Project Applicant	Prior to issuance of building permits	City of Brea Planning Division	
5.2 AIR QUA	LITY				
PPP AIR-1	New buildings are required to achieve the current California Building Energy and Efficiency Standards (24 CCR Part 6) and California Green Building Standards Code (CALGreen) (24 CCR Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial updated with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	

 Table 2
 Mitigation Monitoring Requirements

Table 2	witigation monitoring Requirements				
	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP AIR-2	Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.	Construction Contractor	During construction activities	City of Brea Building and Safety Division	
PPP AIR-3	Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:	Construction Contractor	During construction activities	City of Brea Building and Safety Division	
	 Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance. 				
	 Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property." 				
	 Rule 1113, which limits the volatile organic compound content of architectural coatings. 				
	 Rule 1403, which governs requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos- containing materials. 				
MM AQ-1	During construction, the construction contractor shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 10 grams per liter (g/L) for building architectural coating to reduce VOC emissions. Prior to building permit issuance, all building and site plans shall note use of paints with a maximum VOC concentration of 10 g/L, and,, the construction contractor(s) shall ensure that all construction plans submitted to the City of Brea Community Development Department clearly show this requirement.	Construction Contractor	Prior to and during construction activities	City of Brea Building and Safety Division	

Page 8 PlaceWorks

Table 2 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM AQ-2	During construction the construction contractor shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower, except for the Telebelts anticipated for use. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Final emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to issuance of building permit, the Project engineer shall ensure that all plans clearly show the requirement for EPA Tier 4 Final emissions standards for construction equipment over 50 horsepower except for the Telebelts used for Project construction, Tier 4 Final models of which could not be verified as commercially available for purposes of this measure. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.	Construction Contractor	Prior to and during construction activities	City of Brea Building and Safety Division	
5.3 CULTURA	AL RESOURCES AND PALEONTOLOGICAL RESOURCES				
PPP CUL-1	Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.	Qualified Archaeologist and Construction Contractor	During construction activities	City of Brea Building and Safety Division	
PPP CUL-2	The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.	Qualified Archaeologist and Construction Contractor	During construction activities	City of Brea Building and Safety Division	

 Table 2
 Mitigation Monitoring Requirements

Table 2	Mitigation Monitoring Requirements	<u> </u>	<u> </u>		Monitor
	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP CUL-3	Adverse impacts to paleontological resources from developments on public lands (state, county, city, and district) require reasonable mitigation. (PRC Section 5097.5)	Qualified Archaeologist and Construction Contractor	During construction activities	City of Brea Building and Safety Division	
PPP CUL-4	If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)	Tribal Monitor, Qualified Archaeologist, and Project Applicant	During construction activities	City of Brea Building and Safety Division	
MM CUL-1	If cultural resources are encountered during ground disturbing activities, work in the immediate area shall cease and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service) [NPS] 1983 shall be contacted immediately to evaluate the find(s). If the discovery proves to be significant as determined by the site archeologist, additional work such as data recovery excavation may be warranted and will be reported to the City.	Qualified Archaeologist and Project Applicant	Prior to issuance of grading permits and during ground disturbing activities	City of Brea Building and Safety Division	
MM CUL-2	During ground-disturbing activities, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.	Qualified Paleontologist and Project Applicant	During ground disturbing activities	City of Brea Building and Safety Division	

Page 10 PlaceWorks

Table 2 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
5.4 ENERGY					
PPP E-1	New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	
PPP E-2	New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	
PPP E-3	Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.	Project Applicant and the Construction Contractor	Prior to issuance of building permits	City of Brea Building and Safety Division	
PPP E-4	New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
5.5 GREENHO	OUSE GAS EMISSIONS				
PPP GHG-1	New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	
PPP GHG-2	California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).	Project Applicant and the Construction Contractor	Prior to issuance of building permits and during construction	City of Brea Public Works Division and/or City of Brea Building and Safety Division	
PPP GHG-3	New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	
PPP GHG-4	New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy	Project Applicant	Prior to issuance of building permits	City of Brea Building and Safety Division	

Page 12 PlaceWorks

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.				
MM GHG-1	The project Applicant shall design and build all residential homes to be electric, meaning that electricity is the primary permanent source of energy for water heating; mechanical; heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling); cooking; and clothes-drying. All major appliances (e.g., dishwashers, refrigerators, clothes washers and dryers, and water heaters) provided/installed shall be electric-powered EnergyStar-certified or of equivalent energy efficiency, where applicable. Prior to the issuance of building permits for new development projects within the Project site, the Project Applicant shall show provide documentation (e.g., building plans) to the City of Brea Building Division official or his/her designee, to verify implementation of this requirement. Prior to the issuance of the certificate of occupancy, the City of Brea shall verify implementation of the building electrification design requirement.	Project Applicant	Prior to issuance of building permits and during construction	City of Brea Building and Safety Division	
5.6 HAZARDS	S AND HAZARDIOUS MATERIALS				
PPP HAZ-1	Project-related hazardous materials and hazardous wastes will be transported to and/or from the Project site in compliance with any applicable state and federal requirements, including the U.S. Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.	Project Applicant	During construction activities and operational activities.	City of Brea Building and Safety Division and/or other regulatory agencies as necessary	
PPP HAZ-2	Project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed Project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Division, which serves as the designated Certified Unified Program Agency and which implements	Project Applicant	Prior to issuance of building permits and during construction	Orange County Environmental Health Division	

Table 2 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	State and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Above Storage Tank Program, and (5) Underground Storage Tank Program.				
PPP HAZ-3	Project-related underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, and/or other regulatory agencies as necessary. Project-related use of existing USTs will also have to be conducted (i.e., used, maintained, and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).	Project Applicant	Prior to issuance of building permits, during construction, and operational activities	Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, City of Brea Building and Safety Division, and/or other regulatory agencies as necessary	
PPP HAZ-4	Project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to: South Coast Air Quality Management District's Rule 1403 California Health and Safety Code (Section 39650 et seq.) California Code of Regulations (Title 8, Section 1529) California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead]) Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])	Project Applicant	During construction activities	City of Brea Building and Safety Division and/or other regulatory agencies as necessary	

Page 14 PlaceWorks

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM HAZ-1	Lead-Based Paint and Asbestos-Containing Materials. Prior to issuance of demolition permits, the Project applicant shall conduct asbestos-containing material (ACM) and Lead Based Paint (LBP) surveys. The ACM and LBP surveys shall be conducted in accordance with EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) and South Coast Air Quality Management District (South Coast AQMD) rules. The results of the survey shall be submitted to the City prior to issuance of a demolition permit. If ACMs or LBPs are identified during the field surveys, an Operations and Maintenance (O&M) plan shall be implemented during the construction phase. • The ACM O&M plan shall be prepared by the Project applicant in line with the California Code of Regulations Title 8, Section 1529.	Project Applicant	Prior to issuance of demolition permits	City of Brea Building and Safety Division and/or other regulatory agencies as necessary	

5.7 LAND USE AND PLANNING

No Mitigation Measures or Plans, Programs, and Policies are applicable.

5.8 NOISE					
PPP NOI-1	Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays. Project-related construction activity outside these hours would require City approval.	Project Applicant, Construction Contractor	During construction activities	City of Brea Building and Safety Division	
PPP NOI-2	The Project will comply with the City of Brea's stationary exterior noise standards, summarized in Section 8.20.050, Exterior Noise Standards, of the Brea City Code.	Project Applicant	During operational activities	City of Brea Building and Safety Division	
PPP NOI-3	The Project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor, as identified in Section 20.20.04, Vibration, of the Brea Zoning Code.	Construction Contractor	During construction	City of Brea Building and Safety Division	

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP NOI-4	The residential development will comply with the California Building Code, Part 2, Volume 1, Chapter 12, Section 1207.11.2, Allowable Interior Noise Levels.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	
PPP NOI-5	Residential exterior areas shall be designed to be sound attenuated against present and future transportation noise. New residential projects shall provide an acoustical analysis report by an acoustical engineer verifying proposed wall heights adjacent to SR-57 and commercial loading and unloading areas to satisfy the City General Plan's conditionally acceptable exterior noise standard of 65 dBA CNEL for land use compatibility and Section 8.20.050, Exterior Noise Standards, of the Brea City Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Planning Division	
PPP NOI-6	The Project's covenants, conditions, and restrictions shall include a disclosure that the loading and unloading of goods may occur at adjacent commercial uses. The commercial use is subject to Section 20.258.030 (H)(3), Loading and Unloading Activities, of the Brea City Code, which states that in no event shall loading or unloading take place after 10:00 pm or before 7:00 am on any day of the week.	Project Applicant	During operational activities	City of Brea Planning Division	
PPP NOI-7	Residents of the Project shall be notified in writing before taking up residence adjacent to SR-57 that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a residential project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4), Noise Notification, of the Brea City Code.	Project Applicant	Prior to issuance of an occupancy permit. During leasing.	City of Brea Planning Division, Project Applicant	
PPP NOI-8	Noise-generating equipment (air conditioning units) shall be reviewed during plan check for location and screening, to the extent feasible, to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3), Noise Generating Equipment, of Brea City Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	

Page 16 PlaceWorks

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)			
5.9 POPULA	5.9 POPULATION AND HOUSING							
No Mitigation	Measures or Plans, Programs, and Policies are applicable.							
5.10 PUBLIC	SERVICES							
PPP PS-1	New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).	Project Applicant	Prior to issuance of a building permit.	City of Brea Engineering Division, City of Brea Building and Safety Division, and/or City of Brea Fire Department				
PPP PS-2	The Project applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Building and Safety Division, and/or City of Brea Planning Division				
PPP PS-3	As part of the Project review process, the City of Brea Fire Department will require approval of Building Plan Check for Site Plan and Emergency Access. Additional design features to address the City of Brea Fire Department's requirements will be incorporated as conditions of approval for the Project.	Project Applicant	Prior to issuance of a building permit	City of Brea Fire Department				
PPP PS-4	Development associated with the proposed project will be designed, built, and operated in accordance with the City of Brea's City Code Chapter 15.08, Building Code, and Chapter 16.04, Brea Fire Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division, City of Brea Fire Department and/or City of Brea Engineering Division				
PPP PS-5	The Project applicant is required to pay dispatch impact fees and all other development impact and/or special assessment fees as deemed applicable by the City of Brea.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Building and Safety Division, and/or City of Brea Planning Division				
PPP PS-6	The Project applicant will provide strategically placed cameras at the Project site that will integrate with the Brea Policy Department's Integrated Crime Center (ICC) cameras. The placement of the cameras will be coordinated with the Brea Police Department.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division, City of Brea Planning Division and/or City of Brea Police Department				
PPP PS-7	Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Building and Safety Division, and/or City of Brea Planning Division				

 Table 2
 Mitigation Monitoring Requirements

Table 2	witigation Monitoring Requirements				
	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP PS-8	Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.	Project Applicant	Prior to issuance of a building permit	City of Brea Planning Division	
5.11 RECREA	TION				
PPP RES-1	The proposed Project is required to comply with Brea City Code Section 18.64.080 that establishes the subdivision regulations for the provision of park and recreational facilities through land dedication, installation of improvements, payment of in-lieu fee thereof, or a combination. New development is required to fund park and recreational development and improvements through the payment of park development fees.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Community Services Division, and/or City of Brea Planning Division	
5.12 TRANSP	ORTATION				
PPP TRAF-1	Development Impact Fees. The proposed Project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 996). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees offset or mitigate the cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division, City of Brea Building and Safety Division, and/or City of Brea Planning Division	
PPP TRAF-2	Right-of-Way Improvements. Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval of the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.	Project Applicant	Prior to issuance of occupancy permit	City of Brea Engineering Division	
PPP TRAF-3	Sight Distance Improvements. The proposed Project is required to implement the following traffic improvements as a condition of approval at Brea Glenbrook Club Driveway/Project Driveway No. 1 at Greenbriar Lane (Intersection No. 8) and Project Driveway No. 2 and Greenbriar Lane (Intersection No. 9) to maintain clear line of sight for driver's	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division	

Page 18 PlaceWorks

Table 2 Mitigation Monitoring Requirements

Table 2	whitigation monitoring requirements				
	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	exiting the Project site:				
	 Trim and maintain foliage continuously within the corner sight distance limited use area up to 2.5 feet in height to remain consistent with Caltrans Highway Design Manual. 				
	 Landscaping and/or hardscapes (i.e. monument signs) are required to be designed such that a driver's clear line of sight is not obstructed. 				
5.13 TRIBAL	CULTURAL RESOURCES				
PPP TCR-1	Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.	Tribal Monitor, Qualified Archaeologist, and Project Applicant	During site-grading activities	City of Brea Building and Safety Division	
MM TCR-1	Prior to the commencement of any ground disturbing activity at the Project site, the Project Applicant shall retain a total of two Native American Monitors, each approved by the tribes that consulted on this Project pursuant to Assembly Bill AB52 (the "Tribe" or the "Consulting Tribe"), and in concurrence with the City of Brea as the CEQA lead agency. The Applicant shall coordinate with each of the Consulting Tribes to develop an executed contract to pay for tribal monitors to be present during ground-disturbing activities. Prior to the issuance of any permit necessary to commence a ground-disturbing activity, a copy of the executed contract shall be submitted to the City of Brea Community Development Department. • The Tribal monitors will only be present during on-site and off-site portions of the area included as part of the Project grading or improvement permits during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribes as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing,	Tribal Monitor and Project Applicant	Prior to issuance of grading permit and during ground-disturbing activities	City of Brea Planning Division and/or City of Brea Building and Safety Division	

Table 2 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	tree removals, boring, grading, excavation, drilling, and trenching, within the Project area. The Tribal Monitors will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when all ground-disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitors have indicated that all upcoming ground-disturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources.				
•	Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by Project activities shall be evaluated by the qualified archaeologist and Tribal monitors approved by the Consulting Tribes. If the resources are Native American in origin, the Consulting Tribes will have the on-site archeologist perform data recovery and secure the item(s) in their lab until the Project is completed on which consulting tribes will determine the best course of action.				
•	If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease within 100 feet of discovery, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).				
•	Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]).				
•	If a non-Native American resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate				

Page 20 PlaceWorks

 Table 2
 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.				
	• Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any qualifying historic archaeological resource deemed significant by a qualified archaeologist as a "historical resource" or "unique archaeological resource", shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.				
5.14 UTILITIE	S AND SERVICE SYSTEMS				
PPP USS-1	The Project will pay the Sanitary Sewer Connection Fees and Impact Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea City Code. Additionally, the Project will pay capital facilities fees to OCSD.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Public Works Division, City of Brea Building and Safety Division, and/or City of Brea Planning Division	
PPP USS-2	The Project will pay the water impact fees, water connection fees, and fire service connection fees collected by the City of Brea, which covers costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division, City of Brea Building and Safety Division, and/or City of Brea Planning Division	
PPP USS-3	Landscaping installed on-site shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety and/or City of Brea Planning Division	

 Table 2
 Mitigation Monitoring Requirements

Table Z	Miligation Monitoring Requirements				Monitor
	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	(Signature Required) (Date of Compliance)
PPP USS-4	Plumbing fixtures installed on-site shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety	
PPP USS-5	The Project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the Brea City Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division and/or City of Brea Building and Safety Division	
PPP USS-6	The Project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed Project to prepare and implement a water quality management plan to:	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division and/or City of Brea Building and Safety Division	
	 Control release of contaminants into storm drain systems. 				
	 Educate the public about stormwater impacts. 				
	 Detect and eliminate illicit discharges. 				
	 Control runoff from construction sites. 				
	Implement BMPs and site-specific runoff controls and treatments.				
PPP USS-7	California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the Project, or salvage for future use or sale and the amount (by weight or volume).	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division and/or City of Brea Building and Safety Division	
PPP USS-8	The Project will abide by AB 341 and AB 1826. The Project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Public Works Division, City of Brea Planning Division and/or City of Brea Building and Safety Division	

Page 22 PlaceWorks

Table 2 Mitigation Monitoring Requirements

	Plans, programs, and policies (PPP) Mitigation Measure (MM)	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP USS-9	New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	
8.2 Biological	Resources				
PPP BIO-1	In compliance with the California Fish and Game Code, Migratory Bird Treaty Act (US Code, Title 16, Sections 703–712), birds and their active nests are protected; therefore, the trees on-site would be removed outside of the nesting season, either prior to February 15 or after August 15. If construction or other Project activities are scheduled to occur during the nesting bird and raptor season, a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist.	Project Applicant, and a Qualified Avian Biologist	Once an active nest is identified	City of Brea Building and Safety Division	

This page intentionally left blank.

Page 24 PlaceWorks

3. Report Preparation

3.1 LIST OF PREPARERS

City of Brea

Rebecca Pennington, Senior Planner

Joanne Hwang, AICP, City Planner

PlaceWorks

Nicole Vermilion, Principal

Jasmine Osman, Associate II

Angel Castro, Project Planner

3. Report Preparation

This page intentionally left blank.

Page 26 PlaceWorks

CEQA FINDINGS OF FACT REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE

Greenbriar Residential Development Project STATE CLEARINGHOUSE NO. 2024071235

Exhibit A

I. INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report (EIR) prior to approval of the proposed Project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. This document provides the findings required by CEQA. The potential environmental effects of the proposed Greenbriar Residential Development Project (proposed Project) have been analyzed in a Draft Environmental Impact Report (DEIR) (State Clearinghouse [SCH] 2024071235) dated December 2024. A Final EIR has also been prepared that incorporates the DEIR and contains comments received on the DEIR, responses to the individual comments, revisions to the DEIR including any clarifications based on the comments and the responses to the comments, and the Mitigation Monitoring and Reporting Program for the proposed Project (MMRP). This document provides the findings required by CEQA for approval of the proposed Project.

A. STATUTORY REQUIREMENTS FOR FINDINGS

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

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

workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

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

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

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action.
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- (c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- (e) Compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.

B. CERTIFICATION

Having received, reviewed, and considered the EIR for the Greenbriar Residential Development Project, State Clearinghouse No. 2024071235, as well as other information in the record of proceedings on this matter, the City of Brea City Council adopts the following Findings (Findings) in its capacity as the legislative body for the City of Brea (City), which is the CEQA Lead Agency. The Findings set forth the environmental and other bases for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the proposed Project.

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

- (1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the final EIR.
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

C. PROJECT ENVIRONMENTAL REPORT AND DISCRETIONARY ACTIONS

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

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

 Approve the proposed Project and related discretionary actions needed for Project construction and operation.

II. PROCEDURAL COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City published a DEIR on December 13, 2024. An FEIR was prepared in February 2025 in compliance with CEQA requirements. The FEIR has been prepared in accordance with CEQA and the CEQA Guidelines, as amended. As authorized in State CEQA Guidelines Section 15084(d)(2), the City retained a consultant to assist with the preparation of the environmental documents. City staff from multiple departments, representing the lead agency, have directed, reviewed, and modified where appropriate all material prepared by the consultant. The FEIR reflects the City's independent analysis and judgement. The key milestones associated with the preparation of the EIR are summarized below. As presented below, an extensive public involvement and agency notification effort was conducted to solicit input on the scope and content of the EIR and to solicit comments on the results of the environmental analysis presented in the DEIR.

A. PUBLIC NOTIFICATION AND OUTREACH

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

- Completion of a Notice of Preparation (NOP) on July 31, 2024. The public review period extended from August 1, 2024, to September 3, 2024. The NOP and notice for the Scoping meeting was published in the *Brea Star-Progress* on July 31, 2024. The scoping meeting was held on August 21, 2024. The NOP was posted at the Orange County Clerk's office on July 31, 2024. Copies of the NOP were made available for public review at the City of Brea, the City's website, and at the Brea Library.
- Preparation of a Draft EIR (DEIR), which was made available for a 45-day public review period beginning December 13, 2024, and ending January 28, 2025. The scope of the DEIR was determined based on the CEQA Guidelines Appendix G Checklist, comments received in response to the NOP, and comments received at the scoping meeting conducted by the City of Brea. Chapter 5 of the DEIR describes the issues identified for analysis in the DEIR. The Notice of Availability (NOA) for the DEIR was sent to interested persons and organizations, posted to the State Clearinghouse CEQAnet for distribution to public agencies, and posted at the City of Brea. The NOA was published in the *Brea Star-Progress* on December 12, 2024. The NOA was posted at the Orange County Clerk's office on December 13, 2024.
- The City of Brea prepared a Final EIR (FEIR), including the Responses to Comments to the DEIR, and the Findings of Fact. The FEIR/Response to Comments contains comments on the DEIR, responses to those comments, revisions to the DEIR, and appended documents.
- Public hearings on the proposed Project, including a Planning Commission study session, hearing and a City Council hearing.

■ The City of Brea held public hearings on the proposed Project, including a Planning Commission hearing and a City Council hearing in spring 2025.

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

B. FINAL ENVIRONMENTAL IMPACT REPORT AND CITY COUNCIL PROCEEDINGS

The City prepared a FEIR, including Responses to Comments to the DEIR. The FEIR/Response to Comments contains comments on the DEIR, responses to those comments, revisions to the DEIR, and appended documents. A total of three comment letters were received. The three comment letters were from agencies (Juaneño Band of Mission Indians, Acjachemen Nation-Belardes, and Caltrans [comment letters A2 and A3]), and one comment letter was from the public.

The FEIR found that prior to mitigation, implementation of the proposed Project will result in potentially significant impacts to Air Quality, Cultural and Paleontological Resources, Greenhouse Gas Emissions, Hazards and Hazardous Materials, and Tribal Cultural Resources. However, mitigation measures (MMs) have been developed to avoid or reduce all of these impacts to levels considered less than significant.

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

The FEIR document will be posted for viewing and download with the previously posted DEIR prior to the City's consideration of the FEIR and proposed Project recommendations on the City's website.

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

C. RECORD OF PROCEEDINGS

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

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

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

D. CUSTODIAN AND LOCATION OF RECORDS

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

E. Project Location

The City of Brea is bordered by the cities of La Habra to the northwest; Fullerton to the southwest and south; Placentia to the south; Yorba Linda to the southeast and east; unincorporated Orange County to the east, northeast, and north; Chino Hills (San Bernardino County) to the northeast; and unincorporated Los Angeles County to the northwest.

The 9.7-acre site (Assessor's Parcel Number [APN] 319-102-34) is located at 1698 through 1700 Greenbriar Lane in the City of Brea. The Project site is bounded by State Route 57 (SR-57) to the west, residential uses along Greenbriar Lane to the north, residential uses separated by Fullerton Creek drainage channel and South Associated Road to the east, and the Brea Plaza Shopping Center to the south.

F. PROJECT OBJECTIVES

Objectives for the Greenbriar Residential Development Project will aid decision makers in their review of the proposed Project and associated environmental impacts:

- Revitalize the site by developing housing near other residential and commercial uses, thereby introducing new, high-quality residential uses in the City.
- Redevelop the underutilized Project site by providing additional opportunities for residential growth on an infill parcel.
- 3. Improve the jobs-housing balance in the City by providing new housing within close proximity to jobs and services.
- 4. Provide additional housing opportunities in the City to meet its Regional Housing Needs Allocation.
- 5. Create a high-quality residential product that provides connectivity between the commercial uses at Brea Plaza and a transitional buffer for the existing residential neighborhood to foster a vibrant and interactive mixed-use environment.

G. PROJECT DESCRIPTION

The proposed Project would require the demolition of the existing office building, parking structure, and parking lot prior to construction and operation of the residential community. The proposed Project would provide for up to 179 residential units, including landscaping and common open space areas, on 6.87 acres of the approximately 9.7-acre site, and would result in approximately 505 new residents.¹ The remainder of the site (2.82 acres) would include internal access roads and public utilities. The proposed Project would include 67 buildings consisting of three different architectural styles. Table 1, *Greenbriar Residential Development Project Land Use Summary*, provides a breakdown of the product summary and mix.

Table 1 Greenbriar Residential Development Project Land Use Summary

Product Summary and Mix	Number of Buildings	Number of Units
The Courts	16	80
The Villas	37	73
The Yards	14	26
Residential Subtotal	67	179

Assuming an average of 2.82 residents per unit, consistent with the household size reported in the City's 2021-2029 housing element, construction of 179 units would result in an increase of 505 residents.

III. FINDINGS AND FACTS REGARDING IMPACTS

A. FORMAT

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

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

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

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

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

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

Section V, Statement of Overriding Considerations, indicates that because there are no significant and unavoidable impacts, a Statement of Overriding Considerations is not warranted.

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

B. ISSUES DETERMINED TO BE LESS THAN SIGNIFICANT

Pursuant to CEQA Guidelines Section 15060(d) and 15063 that allow a lead agency to skip preparation of an Initial Study and begin work directly on the EIR process, a NOP was issued without an accompanying Initial Study. In accordance with Section 15128 of the CEQA Guidelines, as described in Chapter 8, *Impacts Determined to Be Less Than Significant*, of the DEIR, the City concluded that Project impacts related to the following topical environmental issues would result in no impact or would be less than significant with implementation of existing plans, programs, and policies (PPPs): Agriculture and Forestry Resources, Biological Resources, Geology and Soils, Hydrology and Water Quality, Mineral Resources, and Wildfire. Since the following environmental

issue areas were determined to have no impact or a less than significant impact, no findings for these issues are required.

1. Agricultural and Forestry Resources

The Project area has no agricultural or farm use on it, nor is there agricultural or farm use in its immediate proximity. The Project area is zoned C-G (General Commercial) with a P-D (Precise Development) overlay, and the Project site is developed with an office building, paved parking lot, a parking structure, and ornamental landscaping. The Project site is listed as Urban and Build-up Land and is not mapped as important farmland by the Division of Land Resource Protection. The proposed Project would not conflict with agricultural zoning or a Williamson Act contract. Furthermore, Project development would not conflict with existing zoning for forest land, timberland, or timberland production. Vegetation on-site is limited to ornamental vegetation throughout the parking lot and landscaping areas. Since there is no important farmland or forestland on the Project site, Project construction would not result in the loss or conversion of farmland or forest land. No impact would occur.

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

2. Biological Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential impacts to nesting birds:

PPP BIO-1 In compliance with the California Fish and Game Code, Migratory Bird Treaty Act (US Code, Title 16, Sections 703–712), birds and their active nests are protected; therefore, the trees on-site would be removed outside of the nesting season, either prior to February 15 or after August 15. If construction or other Project activities are scheduled to occur during the nesting bird and raptor season, a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist.

The Project area has been previously disturbed by the development of the former Mercury Insurance office building and associated structures. No Natural Community Conservation Plan/Habitat Conservation Plans (NCCP/HCP) apply to the Project site. Vegetation on the site is limited to ornamental trees and ornamental landscaped areas. The Project site and surrounding area are outside of any federally designated critical habitat and are currently disturbed and surrounded by urban development. The proposed Project would not impact any candidate, sensitive, or special status species. There is a 0.72-acre freshwater emergent wetland and pocket of riverine habitats on the eastern boundary of the Project site in Fullerton Creek. However, the proposed Project would

implement a variety of best management practices to reduce dust and pollutants to receiving waters, including the adjacent wetland.

There are several ornamental trees onsite, scattered throughout the parking lot and landscaped areas, which could be used for nesting by birds protected under the California Fish and Game Code Sections 3503 et seq. In compliance with the California Fish and Game Code, trees would be removed outside of nesting season, either prior to February 15 or after August 15. However, in the event construction or other Project activities occur during nesting bird and raptor season, a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. If an active nest is identified, the qualified avian biologist would establish measures to ensure no impacts to nesting birds (see PPP BIO-1 above). Therefore, impacts to biological resources would be less than significant.

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

3. Geology and Soils

The Project site is not in an Alquist-Priolo Zone. There is no potential for ground rupture on the Project site. The Project site, as with the rest of southern California, is expected to experience strong seismic ground shaking. Compliance with the California Building Code (CBC) would reduce impacts from seismic ground shaking to less than significant. The Project site is not within a liquefaction or landslide zone. Compliance with the CBC and recommendations from the Geotechnical Evaluation report would reduce impacts from liquefaction or landslides to less than significant. Additionally, the proposed Project would be subject to the National Pollutant Discharge Elimination System (NPDES) permit requirements, and implement best management practices (BMPs) before and during construction to control surface runoff and erosion to retain sediment on the Project site.

The Project site has low potential for lateral spreading. The Project site is not in an identified areas of ground subsidence due to groundwater pumping or oil extraction. Compliance with CBC would ensure impacts as a result of expansive soils would be less than significant. The proposed Project does not require the installation of a septic tank or alternative wastewater disposal system. All structures built for the Project would adhere to the CBC which provides minimum standards to protect property and public welfare. Impacts to geology and soils would be less than significant.

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

4. Hydrology and Water Quality

The Project does not propose groundwater wells that would extract groundwater from an aquifer, nor would the proposed Project affect recharge capabilities for the Orange County subbasin because the site is fully developed.

Drainage and surface water discharges during construction and operation of the proposed Project would not violate any water quality standards or waste discharge requirements. However, site preparation and other soil-disturbing activities during construction of the Project could temporarily increase the amount of soil erosion and siltation entering the local stormwater drainage system. To minimize these potential impacts, the proposed Project would be required to comply with the NPDES Construction General Permit as well as BMPs to control erosion and prevent any discharge of sediments from the site. During the operation of the proposed Project, the Project would also implement BMPs. The proposed Project would not alter the course of a stream or river. The drainage of the proposed Project would generally follow the existing flows, and the proposed storm drain system would discharge into the existing flood control channel to the east of the Project site. The on-site flows would be collected via a series of catch basins and conveyed to three modular wetlands systems for treatment with a design flow rate for this system is 1.560 cubic feet per second (cfs) and the modular wetland system would have a design flow rate of 0.692 cfs per unit for a total design flow rate of 2.076 cfs, which exceeds the required storage volume. The Project would be implemented in accordance with the water quality management plan and abide by the requirements of the MS4 permit. The proposed Project would reduce the amount of impervious area on the site, and the proposed Project's storm drain flows would be less than the existing conditions; thus no hydromodification impacts to downstream receiving waters or flooding on- or off-site would occur. Additionally, since the proposed Project would reduce the amount of impervious area, and implement site design BMPs, the proposed Project would have a lower peak flow than the existing peak flow conditions; thus, the proposed Project would not exceed the capacity of existing or planned stormwater drainage systems.

The proposed Project is within the footprint of flood Zone X (0.2 percent/500-year flood hazard). A dam/reservoir failure inundation pathway is 1.8 miles east of the Project site. The site is approximately 18 miles northeast of the Pacific Ocean and is not in a tsunami inundation area. The Project site is generally flat, with no slopes near the site that are capable of generating a mudflow. The proposed Project would comply with the water quality and use requirements of water quality control plan and sustainable groundwater management plan through the implementation of BMPs. Therefore, impacts would be less than significant.

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

5. Mineral Resources

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

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

6. Wildfire

The Project site is not within a within a fire hazard severity zone, and it would not expose occupants to pollutant concentrations from a wildfire or exacerbate wildfire risks. The proposed Project would not conflict with adopted emergency response or evacuation plans. The surrounding roadways would continue to provide emergency access to the Project site and surrounding properties during construction and postconstruction. The proposed Project would be designed in accordance with the CBC and California Fire Code (CFC). Project design plans would be reviewed by Brea Fire department and fire suppression equipment specific to construction would be maintained on-site.

The proposed Project would require circulation improvements to nearby roadways; however, such improvements would be temporary, and the proposed Project would be designed and constructed in accordance with the CBC and the CFC. The Project site is flat, developed with primarily impervious surfaces and ornamental landscaped areas with pervious surfaces. It is not within a Fire Hazard Severity Zone and would be designed in accordance with CBC and CFC. Thus, the proposed Project would not expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire due to slope, prevailing winds, and other factors. Additionally, the Project site is not in an area designated as having a landslide potential, and the Project site is within Flood Zone X; therefore, it is unlikely that the site would be susceptible to downslope or downstream flooding or landslides as a result of post-fire slope instability. Impacts would be less than significant.

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

C. IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT

Based on the environmental analysis in the chapter 5 topical sections of the DEIR, the City determined that the proposed Project would have less than significant impacts, including direct, indirect, and cumulative impacts, for the environmental issues summarized below.

Plans, programs, and policies (PPP) are listed and numbered in the DEIR, and include applicable local, state, and federal regulations that are required independently of CEQA review and also serve to prevent the occurrence of, or reduce the significance of, potential environmental effects.

The EIR concluded that all or some of the impacts of the proposed Project with respect to the following issues will be reduced to below a level of significance by implementing Project design features or existing plans, programs, and policies as detailed in Chapter 5 of the DEIR. Those issues include the following topical areas in their entirety or portions thereof: Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Land Use and Planning, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, and Utilities and Service Systems. CEQA Guidelines Section 15901 states that an EIR may not be certified for a Project that has one or more significant environmental effects unless one of three possible findings is made for each significant effect.

March 2025

1. Aesthetics

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

- PPP AE-1 The proposed Project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Brea City Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.
- PPP AE-2 All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises, per Brea City Code Section 20.220.040(L), Property Development Standards.
- PPP AE-3 In accordance with Section 20.258.030(D)(2), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code, the architectural style and use of quality materials shall be consistent throughout the entire Project site.
- PPP AE-4 In accordance with Section 20.258.030(D)(3.g), Specific Development Standards for all Mixed-Use Projects, of the Brea City Code, multiple structures on a single site shall be designed to create a strong visual relationship between and among the structures, and architectural treatments of structures shall be consistent on all sides.
- PPP AE-5 Art in Public Places Sculpture. Pursuant to the City of Brea Art in Public Places Policy Manual, the applicant must submit a letter to City staff explaining efforts to be taken during construction to protect the existing art piece.
- Impact 5.1-1: The proposed Project would not impact scenic vistas or conflict with applicable zoning governing scenic quality. [Thresholds AE-1 and AE-3]

Scenic Vistas

The Project site is fully developed and located in a highly urbanized portion of the City that is generally flat. Chino Hills State Park offers views throughout the park; however, Gilman Peak is called out as a "viewpoint of particular interest" and is denoted as a scenic viewpoint in Figure CR-4, "Scenic Resources," of the Community Resources Element of the Brea General Plan. Gilman Peak is approximately six miles east of the Project site. Due to the distance, varying topography, and highly urbanized nature of the City, views of and from Chino Hills State Park, particularly Gilman Peak, would not be impacted.

Brea Zoning Standards for Visual Character

The proposed Project would involve demolition of the existing office building, parking structure, and parking lot, and subsequent construction and operation of the residential community on the Project site. Three different residential building types on the site—The Courts, the Villas, and the Yards, would be three stories tall and the Villas would include a rooftop terrace. The Courts would be along on the western and southern boundaries of the site, and buildings would be up to 36 feet and 11 inches tall; the Yards would be in the central portion of the site and would be up to 41 feet and 5

inches tall; and the Villas would be along the northern, eastern, and central portions of the site and would be up to 48 feet and 11 inches tall.

The Mixed Use II Zone allows for a maximum building height of 60 feet. The tallest structures on the Project site would be the Villas, which would be up to 48 feet and 11 inches tall; therefore, the proposed Project would not exceed the maximum height allowed in the MU II Zone. Varying building materials and colors, variations in building rooflines, building pop-outs, and landscaping would be added, and art sculpture would provide visual relief and enhancement for residents on- and off-site.

Discussion

The proposed Project would replace the vacant Mercury Insurance office building, parking lot, and three-story parking structure with a high-quality residential neighborhood. Thus, the proposed Project would change the visual character of the Project site.

Single-family residential uses with one- to two-story structures can be found to the north and east, and the commercial uses to the south range from one- to two stories. To the west of SR-57 is Brea Mall, City Hall, and Embassy Suites, which vary in heights up to seven stories, and the three-story parking structure on the Project site.

The proposed Project would introduce taller structures to the Project area, and other, higher-density projects exist in the City. To minimize aesthetic impacts and ensure that the proposed Project would enhance the character and streetscape along Greenbriar Lane, the proposed Project would include several design elements, including hardscape and landscape features. For example, the architecture of the homes would be forward facing, with front doors and patios facing Greenbriar Lane; the proposed Project would include landscaping (to soften massing and provide shade) along the perimeter of the Project site as well as a 3.5-foot-tall block wall with stucco finishing along the northern perimeter of the site. The proposed driveways would be at either end of Greenbriar Lane to avoid headlights pointing at the existing residences along Greenbriar Lane; the new homes at the west end of Greenbriar Lane would be approximately 4.5 feet below street elevation and would be the same elevation as Greenbriar Lane just west of South Plum Avenue; and a new sidewalk would be constructed along Greenbriar Lane to improve pedestrian access in the area. The proposed Project would not exceed the maximum height allowed in the MU II Zone. These features would promote physical continuity and connections with the neighboring community.

The proposed Project would adhere to the development standards and design guidelines of the City of Brea Municipal Code² (see PPP AES-1 through PPP AES-4), General Plan policies, and the building design and materials would be subject to approval by the City. Overall, aesthetic impacts would not be adverse, as no scenic vistas or resources would be impacted on the Project site or from public locations, and the proposed Project is not incompatible with surrounding land uses and would not conflict with the City's Zoning standards. Therefore, impacts relating to aesthetics would be less than significant.

Greenbriar Residential Development Project CEQA Findings of Fact

The proposed Project would require a variance for three development standards that are not being met (i.e., minimum street side setback, minimum rear setback, and minimum parking requirements). As such, the Applicant would either be required to update the Project plans to comply with the applicable development and/or obtain subsequent approval of a Minor Conditional Use Permit (MCUP) or any other available administrative permit for the requested modification of standards.

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

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

State Route 57 (SR-57) is an eligible scenic highway (not officially designated) and bounds the Project site to the west. Development of the proposed Project would occur within the boundaries of the Project site and not damage scenic resources, including trees, rock outcroppings, and historic buildings in a scenic highway. No impact would occur.

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

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

Nighttime Light and Glare

The proposed Project could result in new sources of light and glare. The new structures' exterior glazing (e.g., windows and doors) could result in new sources of glare.

Despite new and expanded sources of nighttime illumination and glare, the proposed Project is not expected to generate a substantial increase in light and glare. Lights from vehicles would be limited, and new lighting sources would be directed so as not to spill outside the Project site. The proposed perimeter landscaping, fences and walls, and proposed structures would block glare from parked cars, traffic on surrounding roadways, and surrounding land uses. The proposed Project would adhere to the development standards and design guidelines of the Brea Municipal Code (see PPP AES-2) to minimize light and glare impacts from on-site lighting. Therefore, new sources of lighting associated with the proposed Project are considered less than significant.

Daytime Glare

The proposed Project introduces building material (glass and light-colored materials), fences, and vehicles parked and traveling along neighboring streets and traveling along neighboring streets that could cause daytime glare, but not to such an extent that they would result in a significant impact. However, glare from these sources is typical of the surrounding area and would not increase glare beyond what is expected for residential uses. Therefore, daytime glare impacts from the proposed Project would be less than significant.

Finding. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating to light and glare. Accordingly, no changes or alterations to the proposed Project

were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

2. Air Quality

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

- PPP AIR-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (24 CCR Part 6) and California Green Building Standards Code (CALGreen) (24 CCR Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial updated with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- PPP AIR-2 Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- PPP AIR-3 Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:
 - Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
 - Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."
 - Rule 1113, which limits the volatile organic compound content of architectural coatings.
 - Rule 1403, which governs requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials.

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

Changes in population, housing, or employment growth projections have the potential to affect the Southern California Association of Governments' (SCAG) demographic projections and therefore the assumptions in South Coast Air Quality Management District's (South Coast AQMD) Air Quality Management Plan (AQMP). The Project would result in 179 residential units and

approximately 505 new residents. As discussed in Section 5.8, *Population and Housing*, the proposed Project's population and employment growth would be within SCAG's forecast growth projections for the City. Additionally, the Project would address the need for additional housing to accommodate population growth in the City.

Finally, the long-term emissions generated by the proposed Project would not produce criteria air pollutants that exceed the South Coast AQMD significance thresholds for Project operations (see Impact 5.2-3). South Coast AQMD's significance thresholds identify whether or not a Project has the potential to cumulatively contribute to the SoCAB's nonattainment designations. Because the proposed Project would not exceed the South Coast AQMD's regional significance thresholds and growth is consistent with regional growth projections, the proposed Project would not interfere with South Coast AQMD's ability to achieve the long-term air quality goals identified in the AQMP. Therefore, the proposed Project would be consistent with the AQMP, and this impact would be less than significant.

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

Impact 5.2-2 For Impact 5.2-2, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to Less Than Significant Level.

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

Buildout of the proposed Project would generate an increase in criteria air pollutant emissions from transportation (i.e., vehicle trips), area sources (e.g., landscaping equipment, architectural coating), and energy (i.e., natural gas used for heating and cooking). As shown in Table 5.2-9, *Project Regional Operation Emissions*, in Chapter 5.2, *Air Quality*, of the DEIR, the net change in maximum daily emissions from operation-related activities would be less than their respective South Coast AQMD regional significance threshold values. Therefore, impacts to the regional air quality associated with operation of the Project would be less than significant.

Finding. The proposed Project would have a less than significant direct, indirect, and cumulative impacts from long-term operational air quality emissions. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.2-4: For Impact 5.2-4, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to Less Than Significant Level.

Impact 5.2-5: Operation of the proposed Project would not expose sensitive receptors to substantial pollutant concentrations. [Threshold AQ-3].

Operational Phase Localized Emissions

The proposed Project would not constitute a major source of localized air pollutant emissions, including TACs, during operation. Land uses that have the potential to include substantial sources of emissions require a permit from South Coast AQMD, such as chemical processing or warehousing operations where substantial truck idling could occur on-site. As a residential development, the proposed Project does not fall within these categories of uses. While operation of the proposed Project could result in the use of standard on-site mechanical equipment such as heating, ventilation, and air conditioning units and occasional use of landscaping equipment for Project area maintenance, air pollutant emissions generated would be small. Therefore, net localized air quality impacts from Project-related operations would be less than significant.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of Carbon monoxide (CO) called hotspots. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact. The proposed Project would generate a maximum of 86 AM peak hour trips on weekdays and 103 midday peak hour trips on Saturday. Implementation of the Project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the Project

Finding. The proposed Project would have a less than significant direct, indirect, and cumulative impact from localized operational phase air quality emissions. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.2-6: The proposed Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. [Threshold AQ-4]

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities.

The proposed Project with residential structures, would not fall within the types of uses that are associated with foul odors that constitute a public nuisance. During operation, the proposed Project would be typical of a residential development and would be limited to the Project site. During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. However, construction-related odor emissions would be temporary and intermittent and would not affect a significant number or people.

Finding. The proposed Project would have a less than significant direct, indirect, and cumulative impact from odors. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

3. Cultural and Paleontological Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential Cultural and Paleontological Resources impacts:

- PPP CUL-1 Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.
- PPP CUL-2 The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.
- PPP CUL-3 Adverse impacts to paleontological resources from developments on public lands (state, county, city, and district) require reasonable mitigation. (PRC Section 5097.5)
- PPP CUL-4 If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)

Impact 5.3-1: Development of the Project would not impact an identified historic resource. [Threshold C 1]

A South Central Costal Information Center (SCCIC) records search for the Project site included review of all recorded cultural resources and reports within a half mile of the site. A Built Environment Resources Directory search included a review of data from the National Register of Historic Places (NRHP), the California Register of Historic Resources (CRHR), and the lists of California Historical Landmarks and California Points of Historical Interest. Based on the results of the records searches, no resources have been recorded within the Project site. The existing building on the Project site was constructed in 1976 and is therefore not of historic age.

The SCCIC records indicated that a total of 14 cultural resource reports cover areas within the half-mile radius, yet no cultural resources were identified within or near the Project site. The Brea General Plan Figure CR-6, "Historic Resources," shows that the nearest historic resource to the Project site is the locally designated "Practice House," approximately 0.6 mile to the west; there are no resources

on the Project site identified as City of Brea Historic Resources, CRHR, or NRHR (Brea 2003b). Construction would occur within the footprint of the Project site; therefore, no impact would occur.

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

Impact 5.3-2: For Impact 5.3-2, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.

Impact 5.3-3: Grading activities could potentially disturb human remains, but compliance with existing regulations would ensure that impacts are less than significant. [Threshold C-3]

The Project site is currently developed and would require demolition, ground clearing, excavation, grading, and other construction activities to accommodate the proposed improvements on-site. In the unlikely event that soil-disturbing activities associated with the proposed Project result in the discovery of human remains, compliance with existing law would ensure that impacts to human remains would not be significant (Health and Safety Code Section 7050.5; CEQA Section 15064.5; PRC Section 5097.98) (see PPP CUL-4).

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

Impact 5.3-4: For Impact 5.3-4, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.

4. Energy

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

PPP E-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.

- PPP E-2 New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.
- PPP E-3 Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- PPP E-4 New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

Impact 5.4-1: Project construction and operation would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources. [Threshold E-1]

Short-Term Construction Impacts

Electrical Energy

Construction of the proposed Project would not require electricity to power most construction equipment. The majority of construction equipment during demolition and grading would be gas or diesel powered, and the later construction phases would require electricity-powered equipment for interior construction and architectural coatings. Overall, the use of electricity would be temporary and would fluctuate according to the phase of construction. Additionally, it is anticipated that the majority of electric-powered construction equipment would be hand tools (e.g., power drills, table saws, compressors) and lighting, which would result in minimal electricity usage during construction activities. Therefore, Project-related construction activities would not result in wasteful or unnecessary electricity demands, and impacts would be less than significant.

Natural Gas Energy

It is not anticipated that construction equipment used for the proposed Project would be powered by natural gas, and no natural gas demand is anticipated during construction. Therefore, impacts would be less than significant with respect to natural gas usage.

Transportation Energy

Transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. It is anticipated that the majority of off-road construction equipment, such as those used during demolition and grading, would be gas or diesel powered.

Energy consumption during construction (2026 through 2028) was calculated using the CalEEMod computer model, version 2022.1, and data from the EMFAC2021 and OFFROAD2021 databases. The results are shown in Table 5.4-6, *Construction-Related Fuel Usage*, in Chapter 5.4, *Energy*, of the DEIR.

The proposed Project would not result in wasteful, inefficient, or unnecessary use of energy during construction. It is anticipated that the construction equipment would be well maintained and meet the appropriate tier ratings per CALGreen or EPA emissions standards so that adequate energy efficiency level is achieved. Construction trips would not result in unnecessary use of energy since the Project area is centrally located and is served by numerous regional freeway systems that provide the most direct routes from various areas of the region. Electrical energy would be available for use during construction from existing power lines and connections, precluding the use of less-efficient generators. Thus, energy use during construction of the proposed Project would not be considered inefficient, wasteful, or unnecessary. Impacts would be less than significant.

Long-Term Impacts During Operation

Electrical Energy

Electrical service to the proposed Project would be provided by Southern California Edison (SCE) through connections to existing off-site electrical lines and new on-site infrastructure. As shown in Table 5.4-7, *Electricity Consumption*, in Chapter 5.4, *Energy*, of the DEIR, the projected electricity consumption for the proposed Project is 656,184 kilowatt-hours (kWh) per year, which is a net decrease of 528,126 kWh per year compared to the average electricity consumption of the existing office building from the period 2021 to 2024 while it was vacant. The proposed Project's per capita electricity consumption is approximately 1,547 kWh per year, which is 1,041 kWh less than the residential per capita average for the county in 2022. Overall, the proposed Project would result in lower per capita electricity consumption when compared to existing consumption rates in the county and lower electricity consumption when compared to the existing building on the Project site. The proposed Project would be required to comply with the current Building Energy Efficiency Standards, CALGreen, and electricity provided by the utility would be in compliance with the State's Renewables Portfolio Standard (RPS) program under SB 100 (see PPP E-2). Therefore, the proposed Project would not result in a significant impact related to electricity.

Natural Gas Energy

The projected natural gas consumption for the proposed Project is 1,988,125 thousand British thermal units (kBtu) per year, as shown in Table 5.4-8, *Building Natural Gas Consumption*, of the DEIR. The per capita natural gas consumption for the proposed Project would be 5,053 kBtu per year, which is approximately 6,566 kBtu per year less than the county's average residential gas consumption per capita in 2022. The proposed Project would be built to meet the Building Energy Efficiency Standards, and it would not result in wasteful or unnecessary natural gas demands. Therefore, operation of the proposed Project would result in less than significant impacts with respect to natural gas usage. Furthermore, implementation of Mitigation Measure GHG-1 would reduce natural gas consumed by the proposed Project.

Transportation Energy

The proposed Project would consume transportation energy during operations from the use of motor vehicles. As seen in Table 5.4-9, *Proposed Project Annual Operation-Related Fuel Usage*, in Chapter 5.4, *Energy*, of the DEIR, the annual vehicle miles traveled (VMT) for the proposed Project is estimated to be 4,751,854 miles.

The proposed Project would construct new residential housing opportunities in an urbanized area with nearby amenities and public transit options. As an infill residential Project, the proposed Project would contribute to minimizing per capita VMT and transportation-related fuel usage. As shown in Table 5.4-9 of the DEIR, vehicles commuting to and from the proposed Project are expected to consume 192,878 gallons of fuel per year, which makes the per capita average for the proposed Project 382 gallons per year. This would be approximately 28 gallons less than the per capita county average of 410 gallons per year.

Additionally, because of State and federal vehicle fuel efficiency standards, the average fuel efficiency for vehicles used by residents or visitors of the proposed Project is anticipated to improve with each year as older and less fuel-efficient vehicles are retired and replaced with newer, more fuel-efficient vehicles or vehicles powered by alternative fuel sources (e.g., electricity, hydrogen). Moreover, incremental vehicle fleet turnover in future years would decrease reliance on fossil fuels and slowly shift a greater proportion of transportation energy needs to electricity, which will incrementally increase the proposed Project's reliance on renewable energy sources through the electricity utility's compliance with SB 100. This impact would be less than significant

Finding. Compliance with existing PPPs would minimize adverse impacts from energy to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact on consistency with the state and local plans for energy. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.4-2: The proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. [Threshold E-2]

California Renewables Portfolio Standard

The state's electricity grid is transitioning to renewable energy under California's Renewables Portfolio Standard (RPS) Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The statewide RPS requirements do not directly apply to individual development projects, but to utilities and energy providers such as Southern California Edison, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. The proposed Project would comply with the current and future iterations of the Building Energy Efficiency Standards and CALGreen. Impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts of aesthetics to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating to scenic vistas and visual appearance and character. Accordingly, no

changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

5. Greenhouse Gas Emissions

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential greenhouse gas (GHG) emissions impacts:

- PPP GHG-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- PPP GHG-2 California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- PPP GHG-3 New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- PPP GHG-4 New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.

Impact 5.5-1: Implementation of the proposed Project would not generate a net increase in GHG emissions, either directly or indirectly, that would have a significant impact on the environment. [Threshold GHG-1]

Implementation of the proposed Project would result in 179 new attached single-family residences. From these additional land uses, the proposed Project would generate up to 1,296 weekday vehicle trips and 1,577 Saturday vehicle trips

Project emissions during operation combined with amortized construction-related emissions are shown in Table 5.5-4, *Project-Related GHG Emissions*, in Chapter 5.5, *Greenhouse Gas Emissions*. The Project site is assumed to generate no GHG emissions because the existing office building is currently vacant. However, the Project site historically generated GHG emissions associated with its former use as an office building. Therefore, the estimate in Table 5.5-4 provides a conservative analysis of the proposed Project's impacts on GHG emissions. As shown in the table, GHG emissions from the proposed Project would not exceed South Coast AQMD's bright-line significance threshold. As a result, GHG emissions associated with the proposed Project are considered less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from GHG emissions to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact on GHG emissions. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.5-2: For Impact 5.5-2, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.

6. Hazards and Hazardous Materials

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential hazards and hazardous materials impacts:

- PPP HAZ-1 Project-related hazardous materials and hazardous wastes will be transported to and/or from the Project site in compliance with any applicable state and federal requirements, including the U.S. Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.
- PPP HAZ-2 Project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed Project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Division, which serves as the designated Certified Unified

Program Agency and which implements State and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Above Storage Tank Program, and (5) Underground Storage Tank Program.

PPP HAZ-3 Project-related underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, and/or other regulatory agencies as necessary. Project-related use of existing USTs will also have to be conducted (i.e., used, maintained, and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).

PPP HAZ-4 Project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to:

- South Coast Air Quality Management District's Rule 1403
- California Health and Safety Code (Section 39650 et seq.)
- California Code of Regulations (Title 8, Section 1529)
- California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
- Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])

Impact 5.6-1: Construction and operation of the proposed Project could involve use of hazardous materials; however, compliance with existing regulations would ensure that risks resulting from the routine transportation, use, storage, or disposal of hazardous materials or hazardous wastes would be minimized. [Thresholds H-1]

Operational Phase

The proposed Project would include residential uses and would not involve use of substantial quantities of hazardous materials. Hazardous materials used during operation of the proposed Project would be transported, used, stored, and disposed of in accordance with existing regulations and product labeling, thereby minimizing the hazard to the public and the environment. Federal and State regulations require adherence to specific guidelines regarding the use, transportation, disposal, and accidental release of hazardous materials, as described in Section 5.6.1.1, Regulatory Background, of

the DEIR. With the exercise of normal safety practices, the proposed Project would not create substantial hazards to the public or the environment. Therefore, a less than significant impact would occur.

Construction

Hazardous materials (e.g., fuel, oils, solvents, paints) would be routinely transported, stored, and used at the Project site during construction, and may pose health and safety hazards to workers if the hazardous materials are improperly handled. The handling, use, transport, and disposal of hazardous materials during the construction phase of the Project would comply with existing regulations of several agencies—the United State Environmental Protection Agency, the Orange County Environmental Health Division, Occupational Safety and Health Administration, California Division of Occupational Safety and Health, and United State Department of Transportation. Construction activities would not involve a significant amount of hazardous materials. Project construction workers would be trained on the proper use, storage, and disposal of hazardous materials.

Construction activities would also be conducted in accordance with the Storm Water Pollution Prevention Plan (SWPPP) as part of the National Pollution Discharge Elimination System (NPDES) permit. The SWPPP would identify, construct, implement, and maintain best management practices for hazardous materials may include, but are not limited to, off-site refueling, placement of generators on impervious surfaces, establishing cleanout areas for cement, etc. Compliance with these regulations would ensure that risks resulting from the routine transportation, use, storage, or disposal of hazardous materials or hazardous wastes associated with the proposed Project, and the potential for accident or upset is less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating to hazards and hazardous materials. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.6-2: Project construction and operations would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. [Thresholds H-3]

The North Fullerton KinderCare is about 0.3 mile south of the Project site, and Heights Christian School is approximately 0.3 mile northeast of the Project site. Both schools are outside of the one-quarter-mile range, and therefore the Project site is not near an existing or proposed school. Additionally, the proposed Project is not a project type identified by South Coast AQMD as emitting toxic air contaminants. Therefore, the proposed Project would result in no impact.

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

Impact 5.6-3: For Impact 5.5-3, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.

Impact 5.6-4: The Project site is not in the vicinity of an airport or within the jurisdiction of an airport land use plan. [Threshold H-5]

The Project site is not within an airport land use plan or within two miles of a public use airport. Therefore, the proposed Project would not result in a safety or noise hazard for people residing at the Project site.

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

Impact 5.6-5: Project construction and operation would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. [Threshold H-6]

The addition of Project residents would be expected to increase the volume of vehicles leaving the residential area in the event of an emergency, which could impede emergency vehicles from attempting to get into the residential development.

Though the City of Brea has an adopted an Emergency Operations Plan, the plan does not provide specific procedures or designate evacuation routes throughout the City because the details for specific evacuation events would vary depending on the location, magnitude, and nature of the emergency. Therefore, this analysis focuses on whether construction or operation of the proposed Project could generally interfere with or impede safe and orderly evacuation in the City.

As identified in DEIR Section 8.6, Wildfire, Carbon Canyon Road and State Route 57 (SR-57) are critical evacuation routes in Brea. The proposed Project is bounded by SR-57 but would not hinder access to the designated access route, as the proposed Project's construction and staging would be within the boundaries of the Project site. The proposed Project would require circulation improvements to nearby roadways, such impacts would be temporary, would not create a hazard, and would not significantly impact circulation and emergency routes.

The proposed Project would comply with zoning, building, and fire codes, and the Project applicant is required to submit appropriate plans for plan review prior to issuance of a building permit. Adherence to these requirements would ensure that the proposed Project would not have a significant impact on emergency response and evacuation plans. Impacts are less than significant.

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

Impact 5.6-6: Project construction and operations would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. [Threshold H-7]

The Project site is in a highly urbanized, built-out portion of the City of Brea. According to the California Department of Forestry and Fire Protection, the Project site is not within a Very High Fire Hazard Severity Zone. No impact would occur.

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

7. Land Use and Planning

Impact 5.7-1: Project implementation would not divide an established community. [Threshold LU-1]

The Project site encompasses a vacant office building and parking structure. There is no established community within the Project site. The proposed Project would not physically divide an established community, and no impact would occur.

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

Impact 5.7-2: Project Implementation would not conflict with applicable plans adopted for the purpose of avoiding or mitigating an environmental effect. [Threshold LU-2]

City of Brea General Plan and Zoning

The General Plan land use designation for the site is General Commercial, which is intended to create areas with a broad range of retail, office, and service-oriented business activities. The proposed Project would result in a change to the Mixed-Use II (MU-II) designation, providing opportunities for coordinated development of urban villages that offer a diverse range of complementary land uses in close proximity to one another. Redesignation of the Project site from General Commercial to MU-II would not result in physical impacts on the environment.

The residential density range for development in the MU-II zone is 6.1 to 40 units per acre, and the maximum allowed floor area ratio (FAR) is 2.00. The average project density on the 9.7-acre Project site is 18.4 units per acre, which would be within the residential density range for development in the MU-II. The proposed Project would not conflict with the MU-II zone's maximum height restriction of 60 feet—the highest point of the tallest residential buildings, the Villas, would be 48 feet and 11 inches tall. The proposed Project would place residential development near existing nonresidential development, which would be consistent with the purpose of the MU-II zoning designation, that is,

creating urban villages, placing land uses close to one another, and creating pedestrian linkages. Development in the MU-II zone is required to provide a minimum of 75 square feet per dwelling unit of common residential open space and a minimum of 50 square feet per dwelling unit of private open space. The proposed Project would includes 104,785 square feet of ornamental landscaping, 39,995 square feet of common open space landscape area and 35,423 square feet of common hardscape area. Therefore, the proposed Project would meet the open space requirements of the MU-II zone.

Furthermore, the proposed Project would be consistent with the Brea General Plan policies regarding mixed-use and infill projects (Policy CD-27.4), including but not limited to the following. Policies CD-1.2 and HE-6.6 call for a balance between the provision of jobs and housing as well as a closer link between housing and jobs, and the Project would include employment and residential uses in an area surrounded by commercial, institutional, and residential uses. Policies CD-1.7, CD-4.5, and HE-6.4 call for creating large interactive open and public spaces and pedestrian access that serve the entire community and promote healthy living and physical activity, and the proposed Project would include open space and a passive park. The proposed Project would be consistent with the policies of the General Plan. The proposed Project would not conflict with policies adopted to mitigate an environmental effect, and impacts are less than significant.

2024-2050 RTP/SCS: Connect SoCal

As described in Table 5.7-1, SCAG's Connect SoCal Consistency Analysis, in Chapter 5.7, Land Use and Planning, of the DEIR, the proposed project is generally consistent with the overarching goals of the RTP/SCS.

As discussed under Impact 5.7-2, the proposed Project would be consistent with goals and policies of the City's General Plan and SCAG's RTP/SCS. Impacts would be less than significant.

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

8. Noise

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

PPP NOI-1 Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays. Project-related construction activity outside these hours would require City approval.

PPP NOI-2 The Project will comply with the City of Brea's stationary exterior noise standards, summarized in Section 8.20.050, Exterior Noise Standards, of the Brea City Code.

- 30 -

- PPP NOI-3 The Project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor, as identified in Section 20.20.04, Vibration, of the Brea Zoning Code.
- PPP NOI-4 The residential development will comply with the California Building Code, Part 2, Volume 1, Chapter 12, Section 1207.11.2, Allowable Interior Noise Levels.
- PPP NOI-5 Residential exterior areas shall be designed to be sound attenuated against present and future transportation noise. New residential projects shall provide an acoustical analysis report by an acoustical engineer verifying proposed wall heights adjacent to SR-57 and commercial loading and unloading areas to satisfy the City General Plan's conditionally acceptable exterior noise standard of 65 dBA CNEL for land use compatibility and Section 8.20.050, Exterior Noise Standards, of the Brea City Code.
- PPP NOI-6 The Project's covenants, conditions, and restrictions shall include a disclosure that the loading and unloading of goods may occur at adjacent commercial uses. The commercial use is subject to Section 20.258.030 (H)(3), Loading and Unloading Activities, of the Brea City Code, which states that in no event shall loading or unloading take place after 10:00 pm or before 7:00 am on any day of the week.
- PPP NOI-7 Residents of the Project shall be notified in writing before taking up residence adjacent to SR-57 that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a residential project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4), Noise Notification, of the Brea City Code.
- PPP NOI-8 Noise-generating equipment (air conditioning units) shall be reviewed during plan check for location and screening, to the extent feasible, to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3), Noise Generating Equipment, of Brea City Code..

Impact 5.8-1: Construction activities would result in temporary noise increases in the vicinity of the proposed project. [Threshold N-1]

Construction Vehicles

The transport of workers and materials to and from the construction site would incrementally increase noise levels along roadways in the vicinity of the Project site. Individual construction vehicle pass-bys and haul truck trips may create momentary noise levels (Lmax) of up to approximately 85 A-weighted decibels (dBA) at 50 feet from the vehicle, but these occurrences would generally be infrequent and short lived.

Construction generates temporary worker and vendor trips, and the number of trips vary by activity phase. Construction vehicles would generate up to 148 daily vendor and worker trips at their peak

during building construction. The Project would generate a maximum of 27 daily haul truck trips during building demolition. This increase in haul trucks and construction vehicles trips would result in a negligible noise increase of less than 1 dBA to the Community Noise Equivalent Level (CNEL) when compared to existing average daily trips—from 10,800 to 36,120—along nearby roadway segments in the Project vicinity. Therefore, noise impacts related to temporary construction vehicle trips would be less than significant.

Construction Noise

Heavy equipment, such as a dozer or a loader, can have maximum, short-duration noise levels of up to 85 dBA at 50 feet. Since noise from construction equipment is intermittent and diminishes at a rate of at least 6 dBA per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and shielding effects), the average noise levels at noise-sensitive receptors could vary considerably, because mobile construction equipment would move around the Project site with different loads and power requirements.

The construction-related, aggregate sound levels—grouped by construction activity and shown in Table 5.8-8 of the DEIR—would not exceed the 80 dBA Equivalent Continuous Noise Level (Leq)(8hr) threshold at nearest sensitive receptors and would not result in hearing loss, sleep disruption, or impact public health. Therefore, Project construction noise impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from noise to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact from construction noise. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.8-2: Project implementation would result in long-term operation-related noise that would not exceed local standards. [Threshold N-1]

Stationary Noise

Mechanical Equipment

The proposed Project would have heating, ventilation, and air conditioning systems (HVAC). HVAC equipment typically generates noise levels of 72 dBA at a distance of 3 feet and would diminish at a rate of at least 6 dBA per doubling of distance (conservatively ignoring other attenuation from ground and shielding effects). The nearest sensitive receptors are single-family homes to the north, approximately 60 feet, across Greenbriar Lane.. At these distances, HVAC noise would attenuate to approximately 46 dBA or less, which would not exceed the nighttime threshold of 50 dBA L₅₀. Furthermore, HVAC noise would only cause a 0.6 dBA increase over existing noise levels and would not result in a substantial increase over ambient conditions. This impact would be less than significant.

Outdoor Common Areas

The Project proposes an outdoor common area for residents and guests. The main components could be a fountain, a barbeque area with outdoor seating, and an open lawn area. Noise would consist mostly of people talking. It is over 200 feet from the nearest edge of the proposed outdoor common space to the nearest noise-sensitive receptors to the north and east. No amplified music or public address systems are proposed. In addition, proposed buildings of the Project would provide acoustical shielding. Therefore, noise associated with Project recreational activities would be localized and is not anticipated to be audible at the nearest sensitive receptors over existing noise levels. This impact would be less than significant.

Traffic Noise

To determine the Project-related traffic noise increase, the Opening Year with Project average daily traffic (ADT) volumes were compared to the Existing and Opening Year No Project ADT volumes, as shown in Table 5.8-9, Summary of Traffic Noise Increases, of the DEIR. As a result of the decrease in vehicle trips from demolition of the insurance building, the Project would result in a minimal increase in ADT volumes on most study roadway segments, resulting in a slight increase in traffic noise levels. Existing traffic noise levels on Greenbriar Lane, east of Associated Road, are less than 55 dBA; an increase of up to 3 dBA would not exceed the threshold of a 5 dBA increase in ambient noise environments of less than 60 dBA CNEL. Therefore, the proposed Project would not result in significant traffic noise level increases, and this impact would be less than significant.

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

Impact 5.8-3: The project would create short-term groundborne vibration. [Threshold N-2]

Construction Vibration

Potential vibration impacts associated with development Projects are usually related to the use of heavy construction equipment during the demolition and grading phases of construction. Construction can generate varying degrees of ground vibration depending on the construction procedures and equipment. Construction equipment generates vibration that spreads through the ground and diminishes with distance from the source. The effect on buildings in the vicinity of the construction site varies depending on soil type, ground strata, and receptor-building construction. The effects from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight structural damage at the highest levels. Vibration from construction activities rarely reaches the levels that can damage structures. Pile driving is not proposed.

Vibration Annoyance

The City of Brea has established a vibration perceptibility threshold of 70 vibration decibels (VdB), discussed in Section 5.8.1.2, Regulatory Background, in Chapter 5.8, Noise, of the DEIR. Table 5.8-10,

Vibration Levels for Typical Construction Equipment (VdB), of the DEIR shows VdB levels at a reference distance of 25 feet and attenuated levels at the nearest sensitive receptors. As shown in that table, vibration decibels would attenuate to 68 VdB or less. Therefore, impacts would be less than significant.

Architectural Damage

The applicable Federal Transit Administration (FTA) threshold for the surrounding off-site commercial structures is 0.30 in/sec peak particle velocity (PPV), and the applicable FTA threshold for residential uses is 0.20 in/sec PPV. At a distance greater than approximately 20 feet, construction-generated vibration levels at the commercial buildings would be less than the 0.30 in/sec PPV threshold, and at a distance greater than approximately 25 feet, vibration levels would be less than the 0.20 in/sec PPV threshold.

The nearest off-site commercial structure is the Eyebrow Beauty building, approximately 55 feet south of the Project site, and the nearest residential structures are approximately 70 feet north of the Project site. Table 5.8-11, *Vibration Impact Levels for Typical Construction Equipment (in/sec PPV)*, of the DEIR, summarizes vibration levels at the various receptors. Vibration levels would not exceed the 0.30 and 0.20 in/sec PPV thresholds at the nearest commercial and residential receptors, respectively. Impacts would be less than significant.

Operational Vibration

The proposed Project would not create or cause any significant vibration impacts due to Project operations. This impact would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from noise and vibration to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact from construction and operational vibration. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.8-4: The proximity of the Project site to an airport would not result in exposure of future resident and/or workers to airport-related noise. [Threshold N-3]

The nearest airport or airstrip to the proposed Project is Fullerton Municipal Airport, approximately six miles to the southwest. At this distance, the Project would not expose future residents or workers to excessive aircraft noise. There would be no impact.

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

9. Population and Housing

There are no applicable programs, and policies (PPPs) for population and housing.

Impact 5.9-1: The proposed Project would not induce unplanned substantial population in Brea. [Threshold P-1]

Construction

Construction of the proposed Project would require contractors and laborers. The City expects that general construction labor would be available from the local and regional labor pool and would not result in substantial population growth because the construction workers would commute from their current homes. The proposed Project would not result in a long-term increase in employment from short-term construction activities

Operation

Population

As mentioned in Chapter 3, *Project Description* (of the DEIR), the construction of 179 units would result in approximately 505 new residents.³ The current population in Brea is 47,886, and the Project would increase the City's population to 48,391 residents, an increase of 1.04 percent and would represent 6.4 percent of the City's forecast housing growth of 7,825 units from 2019 to 2050 (see Table 5.9-6 in the DEIR). The City's General Plan projected that the population in the City may increase to 50,483 at General Plan buildout. Therefore, an increase of 505 residents from the existing population would be within the City's planned growth.

Housing

As shown in Table 5.9-2 of the DEIR, there are 18,693 dwelling units in the City in 2023. The Project's 179 units would increase housing in the City by 0.95 percent and would represent 6.7 percent of the City's forecast housing growth of 2,660 units from 2019 to 2050. In addition, the City's General Plan projected that the housing units in the City may increase to 19,079 at the General Plan buildout. Therefore, an increase of 179 units from the existing housing units would be within the City's planned growth.

The proposed Project would be within SCAG's projected housing growth. The proposed Project addresses the need for additional housing to accommodate population growth in the City to accommodate the Regional Housing Needs Assessment.

Employment

The proposed Project is a residential development project, with no commercial uses. The proposed Project would not introduce new unplanned employment growth to the site.

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

- 35 -

Population was calculated using household size (19,900) multiplied by the 2018 average household size of 2.75 for Brea (DOF 2023).

Impact 5.9-2: The proposed Project would not displace substantial housing units or people. [Threshold P-2]

Implementation of the proposed Project would not require the removal or relocation of any housing units. Therefore, the proposed Project would not necessitate the construction of replacement housing elsewhere.

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

10. Public Services

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential public service impacts:

- PPP PS-1 New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).
- PPP PS-2 The Project applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).
- PPP PS-3 As part of the Project review process, the City of Brea Fire Department will require approval of Building Plan Check for Site Plan and Emergency Access. Additional design features to address the City of Brea Fire Department's requirements will be incorporated as conditions of approval for the Project.
- PPP PS-4 Development associated with the proposed project will be designed, built, and operated in accordance with the City of Brea's City Code Chapter 15.08, Building Code, and Chapter 16.04, Brea Fire Code.

Impact 5.10-1: The proposed Project would introduce 179 new housing and 505 residents into the Brea Fire Department's service area, thereby increasing demand for fire protection and emergency services. [Threshold FP-1]

The proposed Project consists of 179 residential units, resulting in a population increase of 505 residents in the City. Therefore, the proposed Project would increase the demand for fire protection facilities and personnel within the Brea Fire Department's service boundaries. The nearest fire station to the Project site is Fire Station #3 at 2600 E Santa Fe Road.

Brea Fire Department notes that the proposed Project would result in an increase in service calls, which may require more fire personnel. However, the proposed Project would not necessitate the construction of new facilities, such as a fire station, or expanded facilities that could physically impact the environment.

The department employs a systematic approach to assess staffing needs as new developments arise in the City. Brea Fire Department would evaluate service levels and make necessary adjustments to fire service facilities, personnel, and equipment, as needed, to meet the department's service standards. In addition, the proposed Project has calculated the minimum fire flow for the proposed Project according to Appendix B, Fire-Flow Requirements for Buildings, of the California Fire Code, which has been reviewed and verified by Brea Fire Department. Furthermore, the proposed development is within the planned growth outlined in the General Plan. Compliance with these regulations would reduce impacts regarding fire services.

The proposed Project would be required to participate in the development impact fee program and go through the project review process to ensure that the proposed Project is constructed under the applicable Fire Code and Health and Safety Code and that adequate fire services and infrastructure are available to accommodate the proposed Project. During the development review and permitting process, Brea Fire Department would review and approve building plans to ensure that adequate facilities within individual residential buildings and lots are provided to serve the needs of the Fire Department. The proposed Project is required to implement PPP PS-1 through PPP PS-4 to ensure adequate fire protection facilities are provided. Impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact to fire facilities and services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.10-2: The proposed Project would introduce 179 new housing and 505 residents into the Brea Police Department service boundaries, thereby increasing demand for police protection facilities and personnel. [Threshold PP-1]

The proposed Project would provide a perimeter wall on the south side of the Project site, eliminating one of the potential ingress points to the Project site. Though the southern wall could affect emergency response and deter preventive patrols, it would also minimize opportunistic burglaries, increase privacy, and act as a crime deterrent. In addition, the Brea Police Department (BPD) plans to launch an Integrated Crime Center in the spring of 2025. A key feature of the Integrated Crime Center will be a network of strategically placed cameras throughout the City to enhance surveillance and public safety. The proposed Project would be required to implement PPP PS-6 and provide additional cameras, which would help bolster efforts to maintain a secure environment for the community.

The BPD at Brea Civic and Cultural Center provides police protection services to Brea, including the Project site. The BPD anticipates that the proposed Project would lead to an increase in calls typically linked to residential areas, including traffic and parking complaints, domestic violence incidents, and various disturbances (Rodriguez 2024). The BPD states that there would be adequate services for the proposed Project. Currently, the BPD does not foresee any negative impacts on police services from the proposed Project. The BPD states that the proposed Project would equate to the demand of one full-time police officer at an estimated cost of \$50,688.03 but would not necessitate an expansion of police station facilities or additional equipment (Rodriguez 2024). Although no physical expansion or construction of police facilities would occur, the proposed Project would also be required to pay dispatch impact fees (PPP PS-5).

Given the BPD's current capacity to provide adequate services and the dispatch impact fees mandated by the City, the proposed Project is not expected to lead to significant physical impacts that would necessitate additional or expanded police facilities. As a result, impacts are considered less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact to police and emergency facilities and services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.10-3: The proposed project would generate 41 students who would impact the school enrollment capacities of the Brea Olinda Unified School District. [Threshold SS-1]

The Project site is within the attendance boundaries of Country Hills Elementary School, Brea Junior High School, Brea Canyon High School, and Brea Olinda High School. Table 5.10-3, *Student Generation Summary*, of the DIER anticipates implementation of the proposed Project would generate approximately 25 elementary students, 7 junior high school students, and 13 high school students—a total of 45 additional students. The existing school facilities are anticipated to have adequate capacity for the additional students generated by the proposed Project without having to build new or expanded school facilities.

The increased demand for school facilities would be accommodated through the payment of development fees. The funding program established by SB 50 has been found by the legislature to constitute "full and complete mitigation of the impacts" on the provision of adequate school facilities (Government Code Section 65995(h)). SB 50 sets forth a state school facilities construction program that includes restrictions on a local jurisdiction's ability to demand mitigation of a Project's impacts on school facilities in excess of fees in Education Code Section 17620. Payment of impact fees as adopted by Brea Olinda Unified School District and in compliance with SB 50 would reduce CEQA impacts to an acceptable level.

Finding. Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact to school facilities and services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.10-4: The proposed Project would not result in substantial impacts to library services. [Threshold LS-1]

The proposed Project is anticipated to increase the City's population by 505 residents. Therefore, the proposed Project would increase the demand for library services in the Orange County Public Library's (OCPL) system. Orange County's service standard is 0.2 square feet of library space per capita; therefore, the increase in population would require additional 101 square feet of library space. The required square footage would not warrant the construction of a new library or the expansion of

the Brea Branch Library. Additionally, OCPL's service standard is 1.5 book volumes per capita for residential communities; therefore, the increase in population would require an additional 758 book volumes. It should be noted that the OCPL also provides a wide range of electronic and digitized resources that do not require physical library space.

Generally, impact fees are assessed on new development to help pay for public infrastructure required to accommodate the new development. Funding for library services comes primarily from the property tax revenue, as well as library fines and fees collected from patrons, and state, federal, or government aid. As development occurs, property tax revenue should grow proportionally with the property tax collections. Additionally, access to online resources, including eBooks and audiobooks, are available on the OCPL system. Therefore, the proposed Project would not have a substantial impact associated with the provision of new or physically altered governmental facilities; impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact to library facilities and services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

11. Recreation

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

PPP REC-1 The proposed Project is required to comply with Brea Municipal Code Section 18.64.080 that establishes the subdivision regulations for the provision of park and recreational facilities through land dedication, installation of improvements, payment of in-lieu fee thereof, or a combination. New development is required to fund park and recreational development and improvements through the payment of park development fees.

Impact 5.11-1: The proposed Project would generate additional residents resulting in an increase in demand for parks and recreational services in the City; however, the proposed Project would not adversely affect the City's existing park and recreational facilities. [Threshold R-1]

The proposed Project would add 179 units, which would result in approximately 505 new residents to the City, creating demands for various recreational facilities such as neighborhood and regional parks. The increase in development would create a demand for an additional 2.5 acres of parkland.

Brea has a goal of 5 acres per 1,000 population for public parks and recreational facilities. According to the General Plan, the City designates 980 acres as parks and open space. Considering the City's total population of 47,725, the City provides 20.53 acres of parkland and recreational facilities per 1,000 population, exceeding its goal. The closest park to the Project site is the Greenbriar Park, across Greenbriar Lane from the proposed Project. The proposed Project would provide 31,859

square feet of open space, with 8,383 square feet designated for a passive park in the eastern portion of the Project site.

In addition, if deemed necessary by the City, the proposed Project may be conditioned to pay park development fees. Therefore, with the excess of parklands in the City, the private and public recreational facilities proposed by the proposed Project, and the payment of park fees (if necessary), Project implementation would result in a less than significant impact.

Finding. Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact to recreational facilities and services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.11-2: Project implementation would not result in environmental impacts to provide new and/or expanded recreational facilities. [Threshold R 2]

The proposed Project involves construction of 31,859 square feet of open space with 8,383 square feet designated for a passive park. Impacts from constructing these park/recreational facilities are addressed throughout the EIR (see Section 5.2, *Air Quality*, and Section 5.8, *Noise*, of the DEIR, which describe the air quality and noise construction impacts as a result of the proposed Project), and no additional adverse physical impacts on the environment would occur. The Project would not require new and/or expanded facilities other than those already included as part of the proposed Project. In addition, the proposed Project may be conditioned to pay park development fees if deemed necessary by the City. Therefore, a less than significant impact would occur.

Finding. Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact from expanded recreational facilities. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

12. Transportation

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential transportation and traffic impacts:

PPP TRAF-1 Development Impact Fees. The proposed Project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 996). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees offset or mitigate the cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.

- PPP TRAF-2 **Right-of-Way Improvements**. Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval of the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.
- PPP TRAF-3 **Sight Distance Improvements.** The proposed Project is required to implement the following traffic improvements as a condition of approval at Brea Glenbrook Club Driveway/Project Driveway No. 1 at Greenbriar Lane (Intersection No. 8) and Project Driveway No. 2 and Greenbriar Lane (Intersection No. 9) to maintain clear line of sight for driver's exiting the Project site:
 - Trim and maintain foliage continuously within the corner sight distance limited use area up to 2.5 feet in height to remain consistent with Caltrans Highway Design Manual.
 - Landscaping and/or hardscapes (i.e. monument signs) are required to be designed such that a driver's clear line of sight is not obstructed.

Impact 5.12-1: The proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. [Threshold T-1]

General Plan

The City's transportation network includes roadways and pedestrian, bicycle, and public transit facilities to allow for the movement of persons and goods in the City. The policies of the City of Brea General Plan Circulation Element that are applicable to the proposed Project are:

- **Policy CD-10.1.** Work continually with Caltrans to improve access to and from State Route 57.
- Policy CD-10.4. Work with Caltrans, the Orange County Transportation Authority, and surrounding jurisdictions to provide adequate capacity on regional routes for through traffic and to minimize cut-through traffic on the local street system.
- Policy CD-13.4. Require new developments to provide for the use of alternative modes of transit via internal trails or travel ways—public or private—for pedestrians and vehicles other than cars. New developments shall include such features as well-designed sidewalks and parkways, bike lanes and paths, and dedicated bus turn-outs.

The proposed Project would provide adequate pedestrian connections from within the site to the existing sidewalks the Greenbriar Lane frontage, which currently provides protected pedestrian crossings on all legs. These pedestrian facilities provide safe and efficient connectivity for pedestrians to nearby adjacent land uses. Furthermore, the proposed Project includes a pedestrian access point at the southeast corner of the site that would provide direct pedestrian access to the Brea Plaza Shopping Center. Additionally, Associated Road and Birch Street are both identified as Class II Bike Lanes. The Project site is also within a mile of the Tracks at Brea, which is identified as an east-west corridor in the City of Brea General Plan.

Therefore, the proposed Project would comply with the policies of the General Plan's Circulation Element by providing amenities that would promote the use of active transportation in Brea. Impacts would be less than significant.

SCAG Connect SoCal Consistency

The proposed Project's consistency with the 2024 SCAG RTP/SCS, Connect SoCal, is detailed in Table 5.7-1, SCAG's Connect SoCal Consistency Analysis, of Section 5.7, Land Use and Planning, of the DEIR. The proposed Project would redevelop the underutilized site with housing that would provide new types of housing necessary to accommodate the demographic shifts in the City within a TPA. Therefore, the proposed Project would be consistent with Connect SoCal. Impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact on policies and plans addressing the circulation system. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.12-2: The proposed Project would not conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b), regarding policies to reduce vehicle miles traveled. [Threshold T-2]

The City of Brea has developed three types of screening criteria that can be applied to effectively screen projects from a full VMT assessment:

- Step 1: Transit Priority Area (TPA) Screening
- Step 2: Low VMT Area Screening
- Step 3: Project Type Screening

Step 1: Transit Priority Area Screening.

Based on the City of Brea Transportation Impact Analysis Guidelines, projects in a TPA may be presumed to have a less than significant impact absent substantial evidence to the contrary. Table 5.12-4, *Transit Priority Screening Analysis*, of the DEIR, provides a consistency analysis with the TPA screening criteria exceptions. As shown in this table, all four appropriateness checks are satisfied.

To determine if the Project site is in a TPA, the North Orange County Collaborative VMT Traffic Study Screening Tool was utilized. Based on this tool, the Project site is in a TPA. Per the direction of City of Brea staff, a TPA can be established based on both existing or planned service levels of 15 minutes or less. Therefore, the proposed Project is determined to be situated within a TPA under Step 1.

Step 2: Low VMT Area Screening

Per the City of Brea Transportation Impact Analysis Guidelines, residential and office projects in a low-VMT-generating area are presumed to have a less than significant impact absent substantial evidence to the contrary (see Table 5.12-3 of the DEIR). To identify if the proposed Project is in a

low-VMT-generating area, the City of Brea's Low-VMT Area Map was utilized (see Appendix B of Appendix F1 of the DEIR). The proposed Project is identified as not in a low-VMT-generating zone. The Project site is in a "Higher than City Average" zone. Therefore, the proposed Project does not satisfy the screening criteria based on Step 2.

Step 3: Project Type Screening

Certain project types are eligible to screen from a project-level VMT assessment because they can be presumed to have a less than significant impact absent substantial evidence to the contrary because their uses are local serving in nature. These types of projects include:

- Local parks
- Local-serving retail uses less than 50,000 square feet
- Community institutions (public libraries, fire stations, local government)
- Affordable, supportive, or transitional housing
- Projects generating less than 110 daily vehicle trips

Projects generating less than 110 daily vehicle trips would have a less than significant impact. As shown in Table 5.12-2, the proposed Project would generate 492 fewer daily weekday trips when compared to the current land use designation. Since the proposed Project would generate a decrease in daily vehicle trips to and from the site, it can be assumed that the VMT would also be reduced; thus, the proposed Project would have no significant negative impact on the transportation system.

Therefore, in accordance with the City of Brea's Transportation Impact Analysis Guidelines, the proposed Project is exempt from a VMT assessment, and it is assumed that implementation of the proposed Project would not have the potential to result in a VMT impact. Therefore, impacts are less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from transportation to less than significant levels. The proposed Project would have no significant direct, indirect, and cumulative impact to Brea's traffic analysis and methodology. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.12-3: Project circulation improvements have been incorporated to adequately address potentially hazardous conditions (sharp curves, etc.), potential conflicting uses, and emergency access. [Threshold T-3]

A site access evaluation was conducted to determine if there were potential conflicts associated with site access, including potential vehicle pedestrian conflicts.

Access to the proposed Project site would be provided via two full-access unsignalized driveways along Greenbriar Lane. Project Access Driveway No. 1, or "A" Drive, would be the future fourth (south) leg of the existing Brea Glenbrook Club Driveway/Greenbriar Lane intersection. Project Access Driveway No. 2, or "C" Drive, would be the future third (south) leg of the existing knuckle at Aurora Avenue and Greenbriar Lane. The shared access points between the Brea Shopping Plaza and the Project site would be eliminated; therefore, the proposed Project would eliminate cut-

through traffic on the Brea Plaza site to the south. The proposed Project would provide pedestrian connectivity between the Project site and Brea Plaza via a pedestrian walkway on the southeast portion of the Project site.

Spacing Between Driveways and Intersections

The forecast queues for the turning movements at the two Project access points do not identify queuing deficiencies along Greenbriar Lane along the Project frontage (see Appendix F2, of the DEIR). Therefore, impacts would be less than significant.

Driveway Signalization

As identified in the traffic analysis, the proposed driveway intersections would operate at an acceptable level of service under opening year with-Project conditions. Intersection No. 9 (Project Driveway No. 2 and Greenbriar Lane) is also a three-legged intersection that is planned to only have one stop control, allowing for efficient circulation on the public roadway. Therefore, signalization would not be recommended since the level of service would be satisfactory with Project conditions.

Turn Conflicts/Restrictions

As part of the proposed Project, Greenbriar Lane would be realigned from the Brea Glenbrook Club Driveway to Associated Road. This realignment would eliminate an unnecessary intersection (previously serving the Mercury Insurance lot) and allow for more efficient travel along Greenbriar Lane. Project Access Driveway No. 1, or "A" Drive, will be the future fourth (south) leg of the existing Brea Glenbrook Club Driveway/Greenbriar Lane intersection. As such, there are no turning conflicts, and neither driveway is recommended to have any access restrictions. Additionally, based on review of the site plan from an on-site circulation standpoint, there would not be significant conflicts between vehicles or with pedestrian/bicycles. Adequate radii is provided at both Project Driveways No. 1 and No. 2 to facilitate waste-management-vehicle turning movements. Vehicles and service vehicles can navigate the site safely and efficiently. Therefore, no hazards related to site design are identified.

Sight Distance

An intersection sight distance analysis has been conducted for both driveways along Greenbriar Lane (see Appendix F2, of the DEIR). The line of sight has been created utilizing the methodology for stopping sight distance to provide a more accurate representation of the sight distance. As such, according to the Orange County Highway Design Manual, the minimum stopping sight distance for a roadway classified as a local street is 150 feet for both horizontal and vertical curves. Additionally, per the Caltrans Highway Design Manual, the minimum stopping sight distance is based on the design speed of the major road, and the speed limit for Greenbriar Lane is 25 mph. With implementation of PPP TRAF-3, sight distance would be maintained and no impacts would occur.

Collision History

Table 5.12-1 in Section 5.12.1.2, *Existing Conditions*, of the DEIR, identified the number and type of collisions for each intersection per year in the vicinity of the Project site. However, no Project-specific impacts have been identified, and impacts are less than significant.

Caltrans Queuing Analysis

A queuing analysis was conducted to evaluate the queue lengths at Intersection No. 5 (SR-57 northbound ramps/shopping center driveway No. 2 at Imperial Highway) and Intersection No. 6 (Associated Road at Imperial Highway) (see Appendix F2, of the DEIR). As identified in the traffic analysis, adequate storage is provided for all reported turning movements under existing conditions, opening year without Project conditions, and opening year with Project conditions. Therefore, no hazards related to queuing are identified.

Emergency Access

Brea Fire Department Station #1 is 1.70 miles northwest of the Project site, and Station #2 is 1.05 miles northwest of the Project site. According to the Brea Fire Department, the standard goal for desired response time for emergency calls is 7.5 to 8.5 minutes and for non-emergencies it is 11 to 13 minutes (Mielke Pesqueira 2024). The surrounding roadways would continue to offer emergency access to the Project area and surrounding properties during and after construction. Moreover, the proposed Project would result in fewer trips than the former office use and would not result in inadequate emergency access, and impacts to adopted emergency response and evacuation plans are less than significant. Impacts to emergency services would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts from transportation to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impact on queuing, circulation, and emergency access. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

13. Tribal Cultural Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential tribal cultural resources impacts:

PPP TCR-1 Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.

Impact 5.13-1: The proposed Project would not cause a substantial adverse change in the significance of a historic tribal cultural resource. [Threshold TCR-1.i]

Historic Tribal Cultural Resources

As discussed in Section 5.3, *Cultural Resources*, of the Draft EIR, no resources under the NRHP and CRHR criteria have been recorded within the Project site. The existing building on the Project site was constructed in 1976 and not of historical age, so it does not meet the definition of a historic resource pursuant to CEQA. The closest locally designated historical resource ("Practice House") is

0.6 mile to the west. The proposed Project would not impact TCRs listed on any of the registers of historic resources.

A Sacred Land Files request was submitted to the Native American Heritage Commission (NAHC) to inquire about the presence/absence of sacred or religious sites in the vicinity of the Project site, and received a negative result on May 14, 2024. No tribal resources are known to exist on or near the Project site. Therefore, implementation of the proposed Project would not impact tribal cultural resources pursuant to Public Resources Code Section 21074(a)(1). No impact to historical resource would occur.

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

Impact 5.13-2: For Impact 5.13-2, refer to Section D, Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.

14. Utilities and Service Systems

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential utilities and service systems impacts:

- PPP USS-1 The Project will pay the Sanitary Sewer Connection Fees and Impact Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea City Code. Additionally, the Project will pay capital facilities fees to OCSD.
- PPP USS-2 The Project will pay the water impact fees, water connection, and fire service connection fees collected by the City of Brea, which covers costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.
- PPP USS-3 Landscaping installed on-site shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.
- PPP USS-4 Plumbing fixtures installed on-site shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.
- PPP USS-5 The Project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the Brea City Code.

- 46 -

PPP USS-6 The Project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed Project to prepare and implement a water quality management plan to:

- Control release of contaminants into storm drain systems.
- Educate the public about stormwater impacts.
- Detect and eliminate illicit discharges.
- Control runoff from construction sites.
- Implement BMPs and site-specific runoff controls and treatments.

PPP USS-7

California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the Project, or salvage for future use or sale and the amount (by weight or volume).

PPP USS-8 The Project will abide by AB 341 and AB 1826. The Project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.

PPP USS-9 New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen

undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.

Impact 5.14-1: Project-generated wastewater could be adequately treated by the wastewater service provider for the Project. [Thresholds U-1, U-2 (part), and U-5]

Sewer Infrastructure

The proposed Project would increase wastewater flows compared to current conditions. The total estimated average dry weather sewer flow at the Project site with implementation of the proposed Project would be 0.041 million gallons per day (mgd), as shown in Table 5.14-3, *Greenbriar Site Sewer Flow*, in the DEIR. The estimated peak wet weather flow is 0.1185 mgd. The existing sewer lines would be used to convey flows from the proposed buildings.

The existing 8-inch sewer main at Greenbriar Lane would be used to convey flows from the proposed uses on-site, to the existing 12-inch sewer main on Associated Road to combine with flows from the surrounding area. The existing sewer system's has the capacity and ability to accept additional flows from the proposed Project, which were calculated using the existing flows in the existing sewer system without accounting for the loss of flows from the removal of the Mercury Insurance Complex.

The flow under peak wet weather conditions, including flows from the proposed Project, resulted in a depth-to-pipe-diameter ratio of 0.68 in the existing 8-inch sewer main in Greenbriar Lane, which is below the 0.75 design limit (see Appendix G1, in the DEIR). Additionally, the flow during peak wet weather conditions to the 12-inch sewer main on Associated Road resulted in a maximum depth-to-pipe-diameter ratio of 0.45, which is below the 0.75 design limit (see Appendix G1 in the DEIR). Therefore, all the existing sewer lines have adequate capacity to convey the proposed Project's wastewater flows in addition to existing flow, and impacts are less than significant.

OCSD Wastewater Treatment Capacity

Orange County Sanitation District's (OCSD) treatment plants treat a total of 180 million gallons per day (mgd). The proposed Project's sewer flows would be less than 1 percent of the City's total average dry weather flow of 4.8845 mgd and would represent less than 0.1 percent of the total daily flows of 180 mgd treated at OCSD's treatment plants. Overall, the projected flows for the proposed Project are less than the Mercury Insurance building flows. Therefore, there is adequate residual wastewater treatment capacity in the region for the wastewater generated by the proposed Project.

Furthermore, the City collects sewer charges to support the operations of the sewer system and needed capital improvements identified in the Sewer Master Plan. Additionally, the Project applicant would pay capital facilities fee charges to OCSD. Therefore, impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts of utilities and service systems to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating wastewater services. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.14-2: Water supply and delivery systems are adequate to meet Project requirements. [Thresholds U-2 (part) and U-4]

Water demand at the Project site is assumed to be zero because the existing office building is currently vacant. Although the Project site did have demand for potable water associated with its former use, the discussion below provides a conservative analysis of the proposed Project's impacts on water supply and delivery systems.

Water Supply and Demand

Table 5.14-6, Existing and Proposed Water Use, of the DEIR, shows that the proposed Project would result in a net increase in water use of approximately 53 acre-feet per year (afy). This estimate is also conservative because it is based on sewer generation rates, which are used for infrastructure sizing

and do not account for reductions in water use from new construction with low-flow plumbing fixtures and water conservation efforts. Additionally, the proposed Project would not generate a water demand equivalent to 500 residential units; therefore, a Water Supply Assessment pursuant to Senate Bill 610 is not required.

As shown in Table 5.14-5 of the DEIR, the City of Brea's Urban Water Management Plan (UWMP) forecasts an increase of 152 afy between 2025 and 2030 during a normal year, and the proposed Project's anticipated buildout in 2028. The increase of 53 afy would represent 35 percent of the anticipated increase in water demand forecasts for the City. As stated in the 2020 UWMP, the City is projected to meet all water demands through 2045 during normal, single dry, and multiple dry years due to the diversified supply and conservation measures. It should be noted that the 2020 UWMP assumes the Mercury Insurance building would remain in operation up until the year 2045. With this building out of operation, the demand needs projected in the UWMP are conservative and do not account for a supply surplus associated with the Mercury Insurance building going out of operation. Therefore, the City would be able to meet the water demands of the proposed Project in addition to existing and cumulative demands. Impacts would be less than significant.

Water Infrastructure

The proposed Project would require the installation of new and expanded water pipes in order to accommodate the increase in density on-site. The proposed system would be constructed in accordance with the City's requirements for pipe sizing, flows, pressure, and flow duration (i.e., fire flow protection, see Section 5.9, *Public Services*, of the DEIR). Furthermore, the City has established water rates to cover costs to purchase water supplies to operate and maintain the water distribution system. Therefore, impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts of utilities and service systems to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating to water supply and delivery systems. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.14-3: Existing and proposed storm drainage systems are adequate to serve the drainage requirements of the proposed Project. [Threshold U-3]

The general drainage patterns of the proposed Project would remain consistent with the existing drainage patterns and would be collected and ultimately disposed to Loftus Channel. As part of the proposed Project there would be no detention pipes or detention areas. The Project site is currently almost fully impervious, and the proposed Project would increase the amount of pervious surface, thereby reducing stormwater runoff from the project site. To satisfy the Water Quality Management Plan requirements, a water quality diversion structure would be installed at the 18-inch pipe that would connect to three modular wetland systems for treatment before flowing into the 18-inch pipe and discharging into Loftus Channel.

■ Loftus Channel. The Preliminary Hydrology Analysis concluded that the Loftus Channel reach along the Project site would have no negative impacts due to the additional peak flow rate from the proposed Project.

- Greenbriar Lane. The proposed flows to the existing 10-foot and 21-foot catch basins on top of the Loftus Channel box culvert are less than the existing levels. Currently, the existing flow rates for the 10-foot and 21-foot catch basins are 26.1 cubic feet per second (cfs) and 2.6 cfs respectively. Under the proposed Project, the 10-foot and 21-foot catch basins would have a flow rate of 24.7 cfs and 1.2 cfs respectively.
- **18-inch RCP.** Due to the Hydrology Analysis being a preliminary report, a detailed pressured flow hydraulic calculation was not performed. However, this calculation will be performed during the final engineering phase when the detailed designs are available (see DEIR Appendix G2).

Table 5.14-7, Existing and Proposed Storm Drain Flows, of the DEIR shows that there would be an overall decrease in storm drain flows compared to existing conditions.

For projects in north Orange County, hydrologic conditions of concerns are considered to exist if streams downstream from the Project are determined to be potentially susceptible to hydromodification impact. While the Project site is within a hydrologic conditions of concern area, due to the proposed Project decreasing the amount of impervious area on the Project site, the proposed Project's storm drain flows would be less than the existing conditions. Therefore, the proposed Project would have a beneficial impact on stormwater flows, and the proposed Project would not have hydromodification impacts to downstream receiving waters (see also Appendix G1, of the DEIR). Therefore, impacts would be less than significant.

Finding. Compliance with existing PPPs would minimize adverse impacts of utilities and service systems to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating to storm drainage systems. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.14-4: Existing and/or proposed facilities would be able to accommodate Project-generated solid waste and comply with related solid waste regulations. [Thresholds U-6 and U-7]

The buildings at the Project site are not operational; therefore, the proposed Project would generate an increase in solid waste disposal. Therefore, the discussion below provides a conservative analysis of the proposed Project's impacts on solid waste disposal.

Table 5.14-8, Greenbriar Residential Development Project Estimated Solid Waste Disposal, of the DEIR, states that the proposed Project would generate an increase of approximately 746.5 tons per year. The Olinda Alpha Landfill would accept waste from the proposed Project. The increase in solid waste generated from the proposed Project would represent less than 1 percent of the maximum daily throughput. The increase in solid waste disposal would be accommodated by the landfill's remaining capacity

The proposed Project would comply with solid waste disposal requirements, including requirements to divert solid waste to landfills through recycling. During construction, the proposed Project would comply with CALGreen, which requires recycling and/or salvaging for reuse a minimum of 65

percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). During operations, the proposed Project would comply with Assembly Bill (AB) 341 and AB 1826, which require multifamily residential land uses to have recycling and organic waste recycling.

Finding. Compliance with existing PPPs would minimize adverse impacts of utilities and service systems to less than significant levels. The proposed Project would have a less than significant direct, indirect, and cumulative impacts relating solid waste. Accordingly, no changes or alterations to the proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

Impact 5.14-5: Existing energy infrastructure is adequate to meet Project requirements. [Thresholds U-9]

Energy

Electricity

Electrical service to the Project site would be provided by SCE through connections to existing off-site electrical lines and new on-site infrastructure. As identified in Section 5.4, *Energy*, of the DEIR, the projected electricity consumption for proposed 179 residences is 656,184 kilowatt-hours (kWh) per year, which is a net decrease of 528,126 kWh per year when compared to the average electricity consumption of the existing, vacant, office building from the period 2021 to 2024. Furthermore, the proposed Project would include solar panels on the new buildings. Installation of solar panels would offset the proposed Project's demand for electricity. In addition, to facilitate the distribution of electrical service, the proposed Project might bring electrical service from existing lines on the east side of Associated Road to the Project site; however this would occur underground within existing paved streets and no impacts would occur. Hence, it is not anticipated that the proposed Project would warrant expansion of existing electrical facilities offsite to serve the Project site.

Natural Gas

As described in Chapter 5.4, *Energy*, of the DEIR, without fuel switching, the Project site would use 1,988,125 thousand-British thermal units (kBtu) per year. The per capita natural gas consumption for the proposed Project would be 5,053 kBtu per year, which is approximately 6,566 kBtu per year less than the County's average residential gas consumption per capita in 2022. SoCalGas is projected to supply 7,672 million therms in 2035 (76,720,000 kBtu). The proposed Project would be less than half a percent of the projected forecast. Additionally, SoCalGas's facilities would be adequate to meet the proposed Project needs.

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

D. IMPACTS MITIGATED TO LESS THAN SIGNIFICANT

The following summary describes impacts of the proposed Project that, without mitigation, would result in significant adverse impacts. Upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

1. Air Quality

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

- PPP AIR-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (24 CCR Part 6) and California Green Building Standards Code (CALGreen) (24 CCR Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial updated with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- PPP AIR-2 Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- PPP AIR-3 Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:
 - Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
 - Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."
 - Rule 1113, which limits the volatile organic compound content of architectural coatings.
 - Rule 1403, which governs requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials.

Impact 5.2-2: Construction activities associated with the proposed Project would generate short-term emissions that exceed South Coast AQMD's threshold criteria. [Threshold AQ-2]

Construction activities produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Demolition and site preparation activities produce fugitive dust emissions (coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}) from demolition and soil-disturbing activities, such as grading and trenching. Air pollutant emissions from construction activities on-site would vary daily as construction activity levels change. An estimate of maximum daily construction emissions by year for the proposed Project is provided in Table 5.2-8, Maximum Daily Regional Construction Emissions, of the DEIR. As discussed in Section 5.2.4.1, Methodology, of the DEIR, the mass emissions modeling prepared for this analysis assumed that all equipment identified in a given construction activity would operate for the full duration of that activity to capture potential overlapping use of equipment.

The South Coast Air Basin (SoCAB) is designated nonattainment for Ozone (O₃) and PM_{2.5} under the California and National ambient air quality standards (AAQS), nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS. According to South Coast AQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (South Coast AQMD 1993). As shown in DEIR Table 5.2-8, the maximum daily emissions for nitrogen oxides (NO_X), CO, SO₂, PM₁₀, and PM_{2.5} from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values. However, the construction-related volatile organic compound (VOC) emissions generated from overlapping building construction, asphalt paving, and architectural coating phases would exceed the South Coast AQMD regional significance threshold. Consequently, construction of the proposed Project could potentially contribute to the (O₃) nonattainment designation of the SoCAB in the absence of mitigation. This impact would be potentially significant prior to mitigation.

Mitigation Measure

The following mitigation measures were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measures as provided include any revisions incorporated in the FEIR.

AQ-1 During construction, the construction contractor shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 10 grams per liter (g/L) for building architectural coating to reduce VOC emissions. Prior to building permit issuance, all building and site plans shall note use of paints with a maximum VOC concentration of 10 g/L, and the construction contractor(s) shall ensure that all construction plans submitted to the City of Brea Community Development Department clearly show this requirement.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes

are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure AQ-1 would require the construction contractor to only use interior and exterior paints with a low VOC content with a maximum concentration of 10 grams per liter (g/L) for building architectural coating to reduce VOC emissions, and the site plans submitted to the City of Brea Community Development Department shall clearly show this requirement. Mitigation measure AQ-1 would reduce potential impacts of construction related short-term emissions to a level that is less than significant.

Impact 5.2-4: Construction activities associated with the proposed Project could expose sensitive receptors to substantial pollutant concentrations. [Thresholds AQ-2 and AQ-3]

This impact analysis describes changes in localized impacts from short-term construction activities. The proposed Project could expose sensitive receptors to elevated pollutant concentrations during construction activities if it would cause or contribute significantly to elevated levels. Unlike the mass of emissions shown in the regional emissions analysis in Table 5.2-8 of the DEIR, described in pounds per day, localized concentrations refer to an amount of pollutant in a volume of air (ppm or $\mu g/m^3$) and can be correlated to potential health effects.

Construction-Phase LSTs

Screening-level localized significance thresholds (LSTs) (pounds per day) are the amount of Project-related mass emissions at which localized concentrations (ppm or µg/m³) could exceed the AAQS for criteria air pollutants for which the SoCAB is designated nonattainment. They are based on the acreage disturbed and distance to the nearest sensitive receptor. Thresholds are based on the California AAQS, which are the most stringent, established to provide a margin of safety in the protection of the public's health and welfare. They are designed to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other illness, and persons engaged in strenuous work or exercise. Table 5.2-10, Construction Emissions Compared to the Screening-Level LSTs, of the DEIR shows the maximum daily construction emissions (pounds per day) generated during on-site construction activities at the Project area compared with the South Coast AQMD's screening-level LSTs thresholds. As discussed in DEIR Section 5.2.4.1, Methodology, the mass emissions modeling prepared for this analysis assumed that all equipment identified in given construction activity would operate for the full duration of that activity to capture potential overlapping use of equipment.

On-site emissions include fugitive dust emissions and exhaust emissions associated with operation of off-road construction equipment in addition to fugitive dust from the movement of dirt. As shown in the table, the maximum daily NO_x, CO, PM₁₀, and PM_{2.5} construction emissions from on-site construction-related activities would be less than their respective South Coast AQMD screening-level LSTs.

Construction Health Risk

The proposed Project would elevate concentrations of toxic air contaminants (TACs), including diesel particulate matter (DPM) in the vicinity of sensitive land uses during temporary construction activities that would use offroad equipment operating on-site and at different levels depending on the type of activity. A site-specific construction health risk assessment (HRA) of TACs was prepared to quantify potential health risk emissions during construction (see DEIR Appendix B2). The pollutant concentration results of the analysis are shown on page 201 in Attachment B, *Air Dispersion Model Output*, of the construction HRA in DEIR Appendix B2, and health risk results are shown in DEIR Table 5.2-11, *Construction Health Risk Summary*. As shown, the proposed Project construction would exceed the South Coast AQMD health risk threshold of 10 cancer cases per one million people for the residential maximum exposed receptor (MER) but would not exceed the South Coast AQMD health risk threshold for other receptor types.

The results of the HRA are based on the maximum receptor concentration over the entire construction exposure duration for receptors.

- Cancer risk for the residential MER from construction activities would be an estimated 30 in a million, exceeding the 10 in a million significance threshold.
- For noncarcinogenic effects, the chronic hazard index identified for each toxicological endpoint totaled less than one for each MER type. Therefore, chronic noncarcinogenic hazards are less than significant.

Because cancer risks for the residential MER would exceed South Coast AQMD significance threshold, construction activities associated with the proposed Project would expose sensitive receptors to substantial pollutant concentrations, and this impact would be potentially significant prior to mitigation.

Mitigation Measure

The following mitigation measures were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measure as provided include any revisions incorporated in the FEIR.

AQ-2 During construction, the construction contractor shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower, except for the Telebelts anticipated for use. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Final emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to issuance of building permit, the Project engineer shall ensure that all plans clearly show the requirement for EPA Tier 4 Final emissions standards for construction equipment over 50 horsepower except for the Telebelts used for Project construction, Tier 4 Final models of which could not be verified as commercially available for purposes of this measure. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for

verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure AQ-2 would require the construction contractor the construction contractor shall, at minimum, use equipment that meets the US Environmental Protection Agency (EPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower, and maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. Mitigation measure AQ-2 would reduce potential impacts to sensitive receptors to a level that is less than significant.

2. Cultural and Paleontological Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential cultural and paleontological impacts:

- PPP CUL-1 Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.
- PPP CUL-2 The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.
- PPP CUL-3 Adverse impacts to paleontological resources from developments on public lands (state, county, city, and district) require reasonable mitigation. (PRC Section 5097.5)
- PPP CUL-4 If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)

Impact 5.3-2: Development of the Project could impact archaeological resources. [Threshold C-2]

Only a small portion of Brea has been surveyed for archaeological resources, so the full extent of archaeological resources in Brea is not known. The Project site has been graded, paved, and developed with the former Mercury Insurance office building, parking lot, and parking structure. Therefore, the surface and subsurface have been previously disturbed. The Project site would require demolition, ground clearing, excavation, grading, and other ground-disturbing activities. Additionally, the Native American Heritage Commission's Sacred Land Files record search found no tribal resources on the site (see Section 5.12, *Tribal Cultural Resources*, of the DEIR).

Although the likelihood of discovering archaeological resources onsite is low given that the site is fully developed and there are no historic resources on-site, because the proposed Project would require ground-disturbing activities that may require excavations below the current foundations, it is possible that subsurface archaeological resources may be encountered. Therefore, the proposed Project could potentially unearth previously unknown/unrecorded archaeological resources.

Mitigation Measure

The following mitigation measures were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measure as provided include any revisions incorporated in the FEIR.

CUL-1 If cultural resources are encountered during ground disturbing activities, work in the immediate area shall cease and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service) [NPS] 1983 shall be contacted immediately to evaluate the find(s). If the discovery proves to be significant as determined by the site archeologist, additional work such as data recovery excavation may be warranted and will be reported to the City.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure CUL-1 would require that a qualified archaeologist be called in the event cultural resources are discovered during ground-disturbing activities. If the discovered resources are significant, additional work may be warranted. Mitigation measure CUL-1 would reduce potential impacts to archeological and historic resources to a level that is less than significant.

Impact 5.3-4: Development of the Project could impact paleontological resources or unique geologic features. [Threshold C-4]

The Project site is underlain by late to middle Pleistocene Quaternary very old alluvial fan deposits (Qvof), which are considered to have high sensitivity for paleontological resources. The highly paleontologically sensitive La Habra formation, dating to the middle Pleistocene, is also present on the Project site underneath the Quaternary very old alluvial fan deposit (Qvof) sediments (Duke 2024). Therefore, the Project site is assessed as having high sensitivity for paleontological resources at depths of and exceeding six feet. If ground-disturbing activities would exceed these depths, there would be potential that natural landform beneath the Project site would be encountered during construction and that subsurface resources and/or paleontological resources would be discovered.

Mitigation Measure

The following mitigation measures were included in the DEIR and the FEIR and are applicable to the proposed Project. The measure as provided include any revisions incorporated in the FEIR.

CUL-2 During ground-disturbing activities, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure CUL-2 would require that a qualified paleontologist to be present onsite during all excavation activities below five feet. If resources are discovered during ground-disturbing activities, a 50-foot buffer would be set and the qualified paleontologist would recover the resource and deposited the resource at a local museum or repository. Mitigation Measure CUL-2 would reduce potential impacts to archeological and historic resources to a level that is less than significant.

3. Greenhouse Gas Emissions

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential greenhouse gas emissions impacts:

- PPP GHG-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting on January 1, 2023. The 2025 Building Energy Efficiency Standards were adopted in September 2024 and will become effective on January 1, 2026. The Building Energy and Efficiency Standards and CALGreen undergo a triennial update with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.
- PPP GHG-2 California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- PPP GHG-3 New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- PPP GHG-4 New single-family residential construction is required to comply with the California Building Energy and Efficiency Standard by either the performance or prescriptive pathway. The prescriptive pathway requires installation of photovoltaic (PV) systems for new single-family residential construction, along with other energy efficiency and renewable energy design requirements. Should a new single-family residential construction project use the performance pathway for compliance instead, solar may be included in the project design but does not have to meet the system sizing requirements prescribed in the prescriptive pathway but must incorporate additional energy efficiency or renewable energy generation in the project design to offset the omission or reduced size of a PV system.

Impact 5.5-2: Implementation of the proposed Project could conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. [Threshold GHG-2]

Applicable plans adopted for the purpose of reducing GHG emissions include the California Air Resources Board's (CARB) Scoping Plan and SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). A consistency analysis with these plans is presented below.

CARB Scoping Plan

CARB's latest Climate Change Scoping Plan (2022 Scoping Plan) outlines the State's strategies to reduce GHG emissions in accordance with the targets established under AB 32, SB 32, and AB 1279. The Scoping Plan is applicable to State agencies and is not directly applicable to cities/counties and

individual projects. Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Statewide strategies to reduce GHG emissions in the 2022 Climate Change Scoping Plan include: implementing SB 100, which expands the RPS to 60 percent by 2030; expanding the Low Carbon Fuel Standards to 18 percent by 2030; implementing the Mobile Source Strategy to deploy zero-electric vehicle buses and trucks; implementing the Sustainable Freight Action Plan; implementing the Short-Lived Climate Pollutant Reduction Strategy, which reduces methane and hydrofluorocarbons to 40 percent below 2013 levels by 2030 and black carbon emissions to 50 percent below 2013 levels by 2030; continuing to implement SB 375; creating a post-2020 Cap-and-Trade Program; and developing an Integrated Natural and Working Lands Action Plan to secure California's land base as a net carbon sink.

Statewide strategies to reduce GHG emissions include the low carbon fuel standards, California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the CAFE standards, and other early action measures as necessary to ensure the State is on target to achieve the GHG emissions reduction goals of AB 32, SB 32, and AB 1279. In addition, new developments are required to comply with the current Building Energy Efficiency Standards and CALGreen. The proposed Project would comply with these GHG emissions reduction measures since they are statewide strategies.

Table 5.5-5, *Project Consistency with the 2022 Scoping Plan Priority Areas*, of the DEIR, contains a list of the GHG-reducing strategies from the 2022 Scoping Plan. The analysis describes the proposed Project's compliance and consistency with these strategies. As discussed in the table, the proposed Project would generally be consistent with the priority areas pertaining to transportation electrification and VMT reductions, but is not currently designed to be a 100 percent electric product (i.e., no natural gas appliances). Thus, although the proposed Project would adhere either directly or indirectly to statewide strategies, because it would not meet one of the three local action priority areas, it is considered potentially inconsistent with the Scoping Plan.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG adopted the 2024-2050 RTP/SCS, Connect SoCal, in April 2024. Connect SoCal is a long-term plan for Southern California region that details the development, integrated management and operation of transportation systems and facilities that will function as an intermodal transportation network for the SCAG metropolitan planning area. This plan outlines a forecast development pattern that demonstrates how the region can sustainably accommodate needed housing and job centers with multimodal mobility options. The overarching vision is to expand alternatives to driving, advance the transition to clean-transportation technologies, promote integrated and safe transit networks, and foster transit-oriented development in compact and mixed-use developments (SCAG 2024). In addition, Connect SoCal is supported by a combination of transportation and land use strategies that outline how the region can achieve California's GHG-emission-reduction goals and federal Clean Air Act requirements. The projected regional development, when integrated with the proposed regional transportation network in Connect SoCal, would reduce per-capita GHG emissions related to vehicular travel and achieve the GHG reduction per capita targets for the SCAG region.

- 60 -

The Connect SoCal Plan does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. The proposed Project would develop 179 new residences and would not generate a significant VMT impact. The proposed Project's consistency with the 2024 SCAG RTP/SCS, Connect SoCal, is detailed in Table 5.7-1, SCAG's Connect SoCal Consistency Analysis, of Section 5.7, Land Use and Planning, in the DEIR. The goals of Connect SoCal are related to housing, transportation technologies, equity, and resilience. The proposed Project site would redevelop the underutilized site with types of housing necessary to accommodate the demographic shifts in the City. Therefore, from a planning perspective, the proposed Project is slightly favorable, as it would provide housing units in proximity to commercial uses and employment opportunities (see Section 5.8, Population and Housing, of the DEIR). Therefore, the proposed Project would not interfere with SCAG's ability to implement the regional strategies in Connect SoCal, and this impact would be less than significant.

Mitigation Measure

The following mitigation measure were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measure as provided include any revisions incorporated in the FEIR.

GHG-1 The Project Applicant shall design and build all residential homes to be electric, meaning that electricity is the primary permanent source of energy for water heating; mechanical; heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling); cooking; and clothes-drying. All major appliances (e.g., dishwashers, refrigerators, clothes washers and dryers, and water heaters) provided/installed shall be electric-powered EnergyStar-certified or of equivalent energy efficiency, where applicable. Prior to the issuance of building permits for new development projects within the Project site, the Project Applicant shall show provide documentation (e.g., building plans) to the City of Brea Building Division official or his/her designee, to verify implementation of this requirement. Prior to the issuance of the certificate of occupancy, the City of Brea shall verify implementation of the building electrification design requirement.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure GHG-1 would require that buildings on-site use electric appliances and have allelectric heating and water heating systems, ensuring consistency with the Scoping Plan priority area for building decarbonization. Mitigation measure GHG-1 would reduce potential impacts to applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs to a level that is less than significant.

4. Hazards and Hazardous Materials

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential hazards and hazardous materials impacts:

- PPP HAZ-1 Project-related hazardous materials and hazardous wastes will be transported to and/or from the Project site in compliance with any applicable state and federal requirements, including the U.S. Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.
- PPP HAZ-2 Project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed Project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Division, which serves as the designated Certified Unified Program Agency and which implements State and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Above Storage Tank Program, and (5) Underground Storage Tank Program.
- PPP HAZ-3 Project-related underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, and/or other regulatory agencies as necessary. Project-related use of existing USTs will also have to be conducted (i.e., used, maintained, and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).
- PPP HAZ-4 Project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to:
 - South Coast Air Quality Management District's Rule 1403
 - California Health and Safety Code (Section 39650 et seq.)
 - California Code of Regulations (Title 8, Section 1529)

- California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
- Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])

Impact 5.6-3: The Project site is on a list of hazardous materials compiled pursuant to Government Code Section 65962.5 and existing buildings may contain lead-based paint and asbestos-containing materials. [Thresholds H-2 and H-4]

As disclosed in the Phase I Environmental Site Assessment (ESA), the Project site was identified in the following databases: South Coast AQMD Facility Information Detail (FINDS), Enforcement & Compliance History Information (ECHO), Resource Conservation and Recovery Act Non-Generator/No Longer Regulated (RCRA NonGen/NLR), Underground Storage Tank Facilities (UST), Hazardous Waste Tracking System (HWTS), Hazardous Waste Information System (HAZNET), California Environmental Reporting System (CERS) Tanks, California Integrated Water Quality System (CIWQS), and CERS (see DEIR Appendix I1).

Underground Storage Tanks

The Project site currently has two diesel USTs on-site (2,000-gallon and a 3,000-gallon double-walled fiberglass) that were installed in 2001 to power on-site emergency generators. The Phase I ESA concluded that the USTs represent a material threat of a release of hazardous substances and are therefore considered an ASTM recognized environmental condition. ASTM standards are used to determine if there is a presence of hazardous substances or petroleum products (see Appendix I1 in the DEIR). Due to this, a limited Phase II ESA was prepared to rule out potential subsurface soil impacts related to the USTs, along with potential vapor intrusion to future on-site occupants (see Appendix I2 in the DEIR).

According to the limited Phase II, the Project site has reported concentrations of benzene and PCE that exceed the commercial soil gas screening levels in soil samples taken in close proximity to the two USTs on the Project site.

Benzene

The elevated benzene concentration was detected adjacent to the UST in the southwest corner of the site. The elevated benzene concentration was only $1.0~\mu g/m^3$ above the screening level and would not be in an area directly under planned residential development. Due to the concentration being only slightly above the screening level, the pending removal of the USTs, and the location of planned development, the limited Phase II determined that benzene does not appear to be a potential vapor intrusion concern (see DEIR Appendix I2).

PCE

The limited Phase II concluded that the detection of Perchloroethylene (PCE) is considered an isolated occurrence in the immediate vicinity of the northern UST location and does not appear to extend to nearby boring locations. The source is likely from the use of a solvent-based cleaner during

UST installation or maintenance. The area where PCE was detected would be beneath a proposed road location, not beneath residential structures. Therefore, the Phase II ESA determined that PCE does not appear to be a potential vapor intrusion concern for the proposed Project.

Soil Contamination

No soil contamination was reported in any other samples collected near the two UST locations, indicating the source of the petroleum-related volatile organic compounds in soil vapor are likely from de minimis incidental spillage. Based on the soil samples collected and analyzed, there is no indication of any significant UST leakage or potential threat to groundwater. Removal of the UST would be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Unauthorized release of hazardous materials would require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Brea Fire Department, South Coast Air Quality Management District, and/or other regulatory agencies as necessary. Compliance with existing regulations would ensure that impacts from removal of the USTs are reduced to less-than-significant levels.

Lead-Based Paint and Asbestos-Containing Materials

The Phase I ESA noted that based on the age of the subject building, lead based paint (LBP) may exist, and asbestos-containing materials (ACMs) were previously confirmed in carpet mastic (see DEIR Appendix II). Project-related demolition activities that have the potential to expose construction workers and/or the public to ACMs or LBP would be conducted in accordance with applicable regulations, including, but not limited to:

- California Health and Safety Code (Section 39650 et seq.)
- California Code of Regulations (Title 8, Section 1529 [asbestos], Title 8, Section 1532.1 [Lead], and Title 24, Part 9 [California Fire Code])
- California Occupational Safety and Health Administration Regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
- Code of Federal Regulations (CFR) (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead]).
- South Coast Air Quality Management District Rule 1403

These requirements all serve to limit the environmental impact of the transportation, use, and disposal of ACMs or LBP. However, demolition of the structures may release LBP and ACM, and without implementation of any mitigation measures, impacts are considered potentially significant.

Mitigation Measure:

The following mitigation measures were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measure as provided include any revisions incorporated in the FEIR.

- HAZ-1 Lead-Based Paint and Asbestos-Containing Materials. Prior to issuance of demolition permits, the Project applicant shall conduct asbestos-containing material (ACM) and lead-based paint (LBP) surveys. The ACM and LBP surveys shall be conducted in accordance with EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) and South Coast Air Quality Management District (South Coast AQMD) rules. The results of the survey shall be submitted to the City prior to issuance of a demolition permit. If ACMs or LBPs are identified during the field surveys, an Operations and Maintenance (O&M) plan shall be implemented during the construction phase.
 - The ACM O&M plan shall be prepared by the Project applicant in line with the California Code of Regulations Title 8, Section 1529.
 - The LPB O&M plan shall be prepared by the Project applicant in line with the California Code of Regulations Title 8, Section 1532.1.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure HAZ-1 would require that ACM and LBP surveys to identify if an Operations and Maintenance (O&M) plan shall be completed for the Project site. Mitigation Measure HAZ-1 would reduce potential impacts to hazardous materials to a level that is less than significant.

5. Tribal Cultural Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed Project's potential tribal cultural resources impacts:

PPP TCR-1 Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.

Impact 5.3-2: The proposed Project could impact undiscovered tribal cultural resources. [Threshold TCR-1.ii]

Prehistoric/Archeological Tribal Cultural Resources

Conducting consultation early in the CEQA process allows tribal governments, public lead agencies, and Project proponents to discuss the level of environmental review, identify and address potential

adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process.

Effective July 1, 2015, AB 52 added Tribal Cultural Resources (TCR) as a resource subject to review under CEQA. AB 52 requires meaningful consultation between lead agencies and California Native American tribes on potential impacts to TCRs, as defined in Public Resources Code Section 21074. A TCR is a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe that is either on or eligible for inclusion in the California Historic Register, or is a resource that the lead agency, at its discretion and supported by substantial evidence, determines should be treated as a TCR (PRC Sections 21074[a][1–2]).

Sacred Lands File Search

The Project area is developed with an office building and associated structures, and surrounded by developed uses that include residential, commercial and recreational uses. The NAHC's Sacred Lands File record search received a negative result on May 14, 2024; thus, no tribal resources are known to exist on the Project site.

SB 18 and AB 52 Consultation

In accordance with SB 18 and AB 52, the City notified the local tribes identified by the NAHC and on the City's Tribal Consultation list about the proposed Project on June 27, 2024, to determine the potential for tribal cultural resources on-site and to determine if local knowledge of TCR is available about the Project area and surrounding area. The following tribes responded and requested consultation pursuant to AB 52 and SB 18:

- Gabrieleno Band of Mission Indians-Kizh Nation (Kizh Nation). The Kizh Nation requested to consult with the City pursuant to AB 52. The City and Kizh Nation consulted over email. The Kizh Nation provided language for Mitigation Measure TCR-1.
- Gabrielino Tongva Indians of California (GTIOC). The GTIOC requested to consult with the City pursuant to AB 52. The City scheduled consultation with the GTIOC on July 23, 2024. Following the meeting the GTIOC provided a treatment plan for TCRs.
- Juaneño Band of Mission Indians, Acjachemen Nation-Belardes. The Juaneño Band of Mission Indians, Acjachemen Nation-Belardes requested to consult after the permitted 30-day consultation period, on January 14, 2025.

Based on the records search, the potential to uncover tribal cultural resources for the site is low because of previous disturbance associated with the Project site, which is currently developed with an office building, and the surrounding residential, recreational and commercial development. However, because the proposed Project would require utility trenching and other ground-disturbing activities for construction, there is potential to uncover TCRs during ground-disturbing activities.

Ground-disturbing activities, such as utility trenching and grading, may encounter undisturbed native soils, and it is possible that subsurface TCRs could be discovered. The disturbance of these TCRs could cause a substantial adverse change in the significance of the resource(s) if not mitigated.

Mitigation Measure

The following mitigation measures were included in the DEIR and the FEIR, and are applicable to the proposed Project. The measures as provided include any revisions incorporated in the FEIR.

- Prior to the commencement of any ground disturbing activity at the Project site, the Project Applicant shall retain a total of two Native American Monitors, each approved by the tribes that consulted on this Project pursuant to Assembly Bill AB52 (the "Tribe" or the "Consulting Tribe"), and in concurrence with the City of Brea as the CEQA lead agency. The Applicant shall coordinate with each of the Consulting Tribes to develop an executed contract to pay for tribal monitors to be present during ground-disturbing activities. Prior to the issuance of any permit necessary to commence a ground-disturbing activity, a copy of the executed contract shall be submitted to the City of Brea Community Development Department.
 - The Tribal monitors will only be present during on-site and off-site portions of the area included as part of the Project grading or improvement permits during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribes as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area. The Tribal Monitors will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when all ground-disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitors have indicated that all upcoming ground-disturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources.
 - Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by Project activities shall be evaluated by the qualified archaeologist and Tribal monitors approved by the Consulting Tribes. If the resources are Native American in origin, the Consulting Tribes will have the on-site archeologist perform data recovery and secure the item(s) in their lab until the Project is completed on which consulting tribes will determine the best course of action.
 - If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease within 100 feet of discovery, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
 - Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]).

- If a non-Native American resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.
- Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any qualifying historic archaeological resource deemed significant by a qualified archaeologist as a "historical resource" or "unique archaeological resource", shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
- CUL-1 If cultural resources are encountered during ground disturbing activities, work in the immediate area shall cease and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service) [NPS] 1983 shall be contacted immediately to evaluate the find(s). If the discovery proves to be significant as determined by the site archeologist, additional work such as data recovery excavation may be warranted and will be reported to the City.

Finding

Changes or alterations have been required in, or incorporated into, the proposed Project that avoid or substantially lessen the significant environmental effect as identified in the DEIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

Rationale for Finding

Mitigation Measure TCR-1 and CUL-1 would reduce potential impacts associated with tribal cultural resources to a level that is less than significant. Mitigation Measure TCR-1 would require that two Native American monitors be retained prior to ground-disturbing activities, and Mitigation Measure CUL-1 would require that a qualified archaeologist be called in the event cultural resources are discovered during ground-disturbing activities.

E. SIGNIFICANT UNAVOIDABLE SIGNIFICANT ADVERSE IMPACTS

The EIR did not identify any significant unavoidable impacts for the Proposed Project.

IV. ALTERNATIVES TO THE PROPOSED PROJECT

An EIR must briefly describe the rationale for selection and rejection of alternatives. The lead agency may make an initial determination as to which alternatives are feasible, and therefore, merit in-depth consideration, and which ones are infeasible.

A. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

1. Alternative Development Areas

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines § 15126[5][B][1]). Key factors in evaluating the feasibility of potential off-site locations for EIR project alternatives include:

- If it is in the same jurisdiction.
- Whether development as proposed would require a general plan amendment.
- Whether the project applicant could reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent). (CEQA Guidelines Section 15126.6[f][1])

The Project applicant does not own or control other comparably sized and located properties in Brea. Though the Project requires the approval of a general plan amendment, zone change, development agreement, vesting tentative tract map, and precise development, objectives for the Project include providing residential uses on an infill parcel in proximity to residential and commercial uses.

In general, any development of the size and type proposed by the Project would have substantially the same impacts on aesthetics, air quality, cultural and paleontological resources, energy, greenhouse gas (GHG) emissions, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities and service systems. These impacts were found to be less than significant or less than significant with mitigation incorporated.

It was determined, therefore, that it is unlikely that there is an alternative Project site that could potentially meet the objectives of the proposed Project and reduce significant impacts of the Project as proposed.

2. No Project/Vacant Site Alternative

This alternative assumes that no development would occur on the Project site and the existing office building and parking structure would be demolished. Given that the Project site is designated General Commercial, directly adjacent to residential and commercial uses, and within a highly urbanized portion of the City, it is unlikely that the landowner would spend the money to remove the structure and leave the Project site vacant and undeveloped. Additionally, this alternative would not meet any of the Project objectives, so it is considered infeasible and is rejected.

3. Existing General Plan/Zoning Alternative

This alternative assumes that the Project site would be redeveloped for land uses consistent with the Brea General Plan and Zoning. The Project site is currently zoned General Commercial (C-G) with a P-D Precise Development overlay and designated General Commercial. The C-G designation has a maximum floor area ratio (FAR) of 0.5. Therefore, the 9.7-acre site could be developed with a maximum of 211,266 square feet of commercial use. This alternative assumes that the existing Mercury Insurance building would be demolished, and underground storage tanks would be removed to accommodate the retail structures. The existing three-story parking structure could accommodate retail parking; therefore, it is assumed that this structure would be retained but the existing parking lot would be reconfigured. Under this alternative, it is assumed that Greenbriar Lane would not be reconfigured but a traffic signal would be warranted at Greenbriar Lane to accommodate retail traffic.

Based on the Institute of Traffic Engineers (ITE) Trip Generation Manual, 11th edition, a regional shopping center (Code 820 – Shopping Center) would generate a total of 7,037 weekday trips, 159 AM peak hour trips, and 510 PM peak hour trips⁴. The proposed Project generates a total of 1,296 daily trips and 86 AM peak hour and 103 PM peak hour vehicle trips. Therefore, this alternative would result in an increase in 5,741 weekday trips, 73 AM peak hour trips, and 407 PM peak hour trips compared to the proposed Project.

The increase in vehicle trips would warrant a full VMT assessment, as this alternative would not screen out of the City's VMT thresholds. Given the commercial use, this alternative would likely result in an increase in VMT compared to City of Brea General Plan buildout VMT per service population (VMT/SP) and result in a new significant unavoidable transportation impact. In addition, this alternative would generate substantially higher mobile source emissions (over 400 percent) compared to the proposed Project. GHG emissions under this alternative would exceed the South Coast AQMD Working Group threshold of 3,000 MTCO₂e, resulting in a new significant unavoidable GHG emissions impacts.

Therefore, this alternative is rejected because this alternative would not reduce the proposed Project's potentially significant impacts and would result in an increase in impacts, including new significant and unavoidable transportation and GHG impacts, compared to the proposed Project.

_

⁴ Total trip generation includes pass-by reductions of 10 percent for AM, midday, and daily trips, and 29 percent for PM trips.

4. Single-Family Detached Land Use Alternative

This alternative assumes that the Project site would be developed as low-density residential with 50 detached single-family homes on 3,500-square-foot lots. While this alternative would create land uses that are more aligned with the residential neighborhoods surrounding the Project site to the north and east, this alternative is rejected and considered infeasible because it would not meet all of the Project objectives and would result in a substantial reduction in housing units compared to the proposed Project. Per Section 21159.26, Reductions in Housing Units as Mitigation Discouraged, of the CEQA Statues, "A public agency may not reduce the proposed number of housing units as a mitigation measure or project alternative for a particular significant effect on the environment if it determines that there is another feasible specific mitigation measure or project alternative that would provide a comparable level of mitigation." Therefore, this alternative is rejected.

B. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the proposed Project but avoid or substantially lessen any of the significant effects of the proposed Project.

Table 7-1, Buildout Statistical Summary, of the DEIR identifies citywide information regarding dwelling unit, population, and employment projections and the jobs-to-housing ratio for each of the alternatives.

1. No Project (Office Land Use) Alternative

The No Project Alternative assumes that the proposed project would not be adopted, and no development would occur on-site. The Project site would remain as is—no demolition would occur, no residential development, and no increase in associated residents—and the existing 164,908-square-foot office building would be reused for office uses.

The No Project (Office Land Use) Alternative would avoid or lessen the proposed Project's impacts to cultural and paleontological resources, hazards and hazardous materials, land use and planning, public services, recreation, and tribal cultural resources. This alternative would result in greater impacts to aesthetics, air quality, energy, GHG emissions, population and housing, and transportation. Noise and utilities and service systems impacts would be similar to that of the proposed Project.

The No Project (Office Land Use) Alternative would retain the site in its current state, and it would be reused for office uses. Therefore, none of the Project objectives would be achieved under this alternative. This alternative would not provide any of the benefits that would accompany the implementation of the proposed Project, including revitalizing the site by developing housing near other residential and commercial uses, redeveloping an underutilized infill parcel by providing additional residential uses, improving the jobs-housing balance in the City, providing additional housing (including affordable housing) to meet the City's Regional Housing Needs Allocation, and providing residential uses within proximity to commercial uses.

Finding

This alternative is rejected because it would not provide any of the project benefits that would occur with the implementation of the proposed project, investments to the site, such as landscaping, providing housing (including affordable housing) to meet the City's Regional Housing Needs Allocation, increasing the number of housing units in the City to improve the jobs-housing balance, and the Project site would remain underutilized. As a result, specific economic, legal, social, technological, or other considerations make infeasible this project alternative for the reasons identified in the FEIR.

2. Alternate Residential Design Alternative

The Alternate Residential Design Alternative would entail up to 179 units in apartment buildings, which would be smaller in size than the units of the proposed Project. The multifamily residential buildings would be three- to four-story walk-up structures with a density of approximately 40 units per acre. The site would include surface parking. The residential buildings would be positioned throughout the 9.7-acre site, with recreational amenities located in the center of the site. Access to the site would be similar to the proposed Project at Greenbriar Lane and Associated Road. As with the proposed Project, the existing 164,908-square-foot office building, parking structure, and parking lot would be demolished, and the general plan amendment, zone change, development agreement, and precise development would be required. A conditional use permit would also be required for this alternative to accommodate the multifamily units, per Chapter 20.11, Permitted Land Uses, of the Brea Municipal Code.

The Alternate Residential Design Alternative would slightly lessen the proposed Project's air quality, energy, GHG emissions, recreation, and transportation impacts. This alternative would result in similar construction impacts to air quality, energy, and noise, and would result in similar impacts to aesthetics, cultural and paleontological resources, hazards and hazardous materials, land use and planning, noise, population and housing, public services, tribal cultural resources, and utilities and service systems.

The Alternate Residential Design Alternative would develop 179 apartment units as opposed to 179 attached single-family units and would place the apartment building adjacent to the Brea Plaza Shopping Center site, so the remainder of the Project site could be used for open space with recreational uses. Therefore, this alternative would meet all of the Project objectives.

Finding

This alternative has been identified as "environmentally superior" to the proposed Project, as it would meet all of the Project objectives while slightly lessening the proposed Project's impacts. However, this alternative does not meet the Project objectives to the extent that the proposed Project does because the proposed Project creates a high-quality residential product that provides a better transitional buffer for the existing residential neighborhood than this alternative would. Additionally, while this alternative lessens some of the environmental impacts of the proposed Project, it does not avoid them. As a result, specific economic, legal, social, technological, or other considerations, make infeasible this project alternative for the reasons identified in the FEIR.

V. FINDINGS ON RESPONSES TO COMMENTS ON THE DEIR AND REVISIONS TO THE FEIR

The Final EIR contains response to comments, clarifications, revisions, and corrections to the DEIR. The focus of the response to comments is on the disposition of significant environmental issues as raised in the comments, as specified by State CEQA Guidelines Section 15088(b). The City provided written responses to each comment made by a public agency, as set forth in Section 2 of the FEIR, pursuant to State CEQA Guidelines Section 15088(b), and revisions and corrections to the DEIR are found in Section 3 of the FEIR.

CEQA requires that a lead agency recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review, but before certification. "Information" includes changes in the proposed Project. Recirculation is not required where the new information added to the EIR merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR.

New information is not considered significant unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the proposed Project or a feasible way to mitigate or avoid such an effect. "Significant new information" includes a disclosure showing that:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted;
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it; or
- The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Since the Draft EIR was circulated, there were minor changes to the site plan for the proposed Project. These changes resulted in minor reconfiguration of the buildings at the southwest corner of the site to accommodate changes to the utility connections, which reduced the number of parking spaces from 413 spaces to 397 spaces. The updated sewer, water (hydraulics), hydrology, and water quality studies were included in the Final EIR. The minor changes to the site plan did not change the total unit count or development footprint evaluated in the EIR; therefore, no changes to the other technical studies were warranted. City staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the DEIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the proposed Project will result in a significant new environmental impact not previously disclosed in the DEIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be

mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires decision makers to balance the benefits of the proposed Project against its unavoidable environmental risks when determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" (State CEQA Guidelines § 15093[a]). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Such reasons must be based on substantial evidence in the FEIR or elsewhere in the administrative record (State CEQA Guidelines § 15093 [b]). The agency's statement is referred to as a Statement of Overriding Considerations.

Because the proposed Project would not result in any significant and unavoidable impacts, as substantiated in the DEIR and FEIR, the adoption of a statement of overriding considerations is not warranted and does not apply to the proposed Project.

CITY OF BREA

CITY COUNCIL NOTICE OF PUBLIC HEARING FOR ENVIRONMENTAL IMPACT REPORT NO. 2024-01, VESTING TENTATIVE TRACT MAP NO. 2024-01 (TTM 19394), GENERAL PLAN AMENDMENT NO. 2024-02, ZONE CHANGE NO. 2024-02, PRECISE DEVELOPMENT NO. 2024-02, AND DEVELOPMENT AGREEMENT NO. 2024-01: TO ALLOW DEMOLITION OF AN EXISTING OFFICE BUILDING, THREE-LEVEL PARKING STRUCTURE, SURFACE PARKING AND ASSOCIATED LANDSCAPE AREAS, AND CONSTRUCTION OF A NEW RESIDENTIAL DEVELOPMENT CONSISTING OF 179 SINGLE-FAMILY UNITS (DETACHED AND ATTACHED) WITH A PRIVATE RECREATIONAL AREA LOCATED AT 1698-1700 GREENBRIAR LANE.

NOTICE IS HEREBY GIVEN, pursuant to State Law, that a public hearing will be held by the City Council to determine whether or not the subject request shall be approved under the provisions of State Law and the Brea City Code as follows:

DATE AND TIME Tuesday, April 1, 2025, 7:00 p.m.

OF HEARING: All interested persons may appear and be heard at that time.

PLACE OF Brea Civic & Cultural Center, Council Chambers

HEARING: 1 Civic Center Circle, Brea, CA 92821

REQUEST: The Applicant, Lennar Homes of California, LLC., is requesting the following

entitlements: Environmental Impact Report (EIR) No. 2024-01, Vesting Tentative Tract Map (TTM) No. 2024-01 (TTM 19394), General Plan Amendment (GPA) No. 2024-02, Zone Change (ZC) No. 2024-02, Precise Development (PD) No. 2024-02, and Development Agreement (DA) No. 2024-01 to allow the demolition of an existing 164,908 square foot office building, a three-level parking structure, surface parking and associated landscape areas, and construction of a new residential development consisting of 179 single-family units (detached and attached) with a private

recreational area.

LOCATION: The project site is 9.7 acres in size, and is located west of South Associated

Road, south of Greenbriar Lane, and north of the Brea Plaza Shopping Center, at 1698-1700 Greenbriar Lane. The project site has a General Plan Land Use designation of General Commercial and a Zoning designation of

C-G General Commercial.

PLANNING COMMISSION RECOMMENDATION At March 11, 2025 Planning Commission meeting, the Planning Commission, on a 4 (ayes) – 1 (recusal) vote, recommended that the City Council approve the proposed project and certify the EIR, with modified conditions and other recommendations for City Council consideration.

ENVIRONMENTAL:

As authorized by the State of California Environmental Quality Act (CEQA) Guidelines, based on preliminary review, the City determined that it would prepare an Environmental Impact Report (EIR) for the proposed project. An EIR has been prepared as a "Project EIR," as defined by Section 15161 of the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). This EIR examines the environmental impacts of the project and focuses on the changes in the environment that would result from the development project. The EIR examines all phases of the project, including planning, construction, and operation. All relevant EIR can be accessed through the following link: Projects in Process | Brea, CA - Official Website

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

FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAILING planner@cityofbrea.gov.

Lilian Harris-Neal, City Clerk

Mone

AREA MAP





City Council Regular Meeting Communication

A. March 18, 2025 Regular Meeting Minutes

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4A.	
то	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

Kristin Griffith, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

03-18-2025 - Draft Minutes.pdf

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

Minutes for the City Council Regular Meeting

1 Civic Center Circle, Brea, California 92821 March 18, 2025

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

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

1. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:45 P.M.

1A. Call to Order/Roll Call-

Mayor Stewart called the Study Session to order at 6:45 p.m. All members were present.

1B. Public Comment-

None.

1C. Clarify Regular Meeting Topics -

Council Member Simonoff indicated he will be abstaining from item 4F, Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.

1D. City Manager Employment Agreement

Human Resources Manager Maldonado provided an oral presentation on the item and spoke about the terms of the proposed City Manager Employment Agreement with Kristin Griffith. He stated that the agreement will include a base salary of \$28,424.25 per month with a two-year base term and, unless terminated by either party, there will be an automatic one-year extension. He also indicated that the contract provides for an eight percent (8%) of base salary annual contribution to deferred compensation and sixty (60) hours of administrative leave for each fiscal

year in recognition of work outside of normal working hours. He also stated that the City Manager will get 12 months of severance pay if the contract is terminated without cause by the City Council and the remaining term is 12 months or longer, or if the remaining term is less than 12 months, the severance will be the base salary multiplied by the number of months remaining in the contract. Lastly, he stated that the City Manager will be subject to the same benefit package that is provided to Executive Management employees such as Holidays, Vacation, Sick Leave, Retirement Benefits and Health Benefits. The contract includes annual performance reviews, at which time the City Council may consider cost of living and salary adjustments.

Council Member Marick spoke about the Council's commitment to ensuring that, like with other labor groups, the City Manager's compensation is being set at the median of the market.

Council discussed the existing Executive benefits package previously approved, the absence of cost of living adjustments or salary increases in the agreement, and method for determining market median.

1E. Council Member Reports/Requests-

None.

1F. Study Session Adjournment-

Mayor Stewart adjourned the Study Session at 6:53 p.m.

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

2A. Call to Order/Roll Call-

Mayor Stewart called the General Session to order at 7:02p.m. All members were present.

2B. Pledge of Allegiance: Brea Girl Scouts-

Brea and Fullerton Girl Scouts led the Pledge of Allegiance.

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

Pastor Darcy Webster, Birch Street Friends Church, led the Invocation.

2D. Proclamation: National Girl Scout Week-

Mayor Stewart presented Jill Patterson and representatives from Brea and Fullerton Girl Scout Troops with a Proclamation in honor of National Girl Scout Week.

2E. Report - Prior Study Session-

Assistant City Manager/Community Development Director Killebrew provided the report on the prior Study Session.

2F. Community Announcements

Council Member Vargas invited the community to the City's annual Pet Expo on Saturday, April 5, from 9:00 a.m. to 3:00 p.m., at the Brea Community Center. He announced that there will be pet adoption opportunities, K-9 demonstrations, pet supplies and food options. Admission is \$3, children under the age of 12 are free. Please keep your pets at home as they will not be admitted to the event. For more information, please visit the City website.

Council Member Marick announced that last week, the Orange County Board of Supervisors approved expanded public visiting hours at OC Animal Care. She also indicated that within the next few months, full public access to view adoptable animals will be available daily, between 11:00 a.m. and 5:00 p.m., with no appointment necessary, and invited the community to visit OCPetInfo.com for more information.

Mayor Pro Tem Hupp announced that over the summer, teens can gain leadership skills and work experience while volunteering for various City departments through the Volunteen program. She explained that the program last seven to nine-weeks and is offered to teens residing in Brea. She added that applications open on March 24 and the deadline to submit is April 25. Interested residents can visit the City's website or call, (714) 990-7150 for more information.

Council Member Simonoff invited the community to join Brea Fitness for Well-Fit Day, a community-driven event that celebrates health, wellness, and fitness. He announced that the event will take place on Friday, March 21, from 8:00 a.m. to 12:00 p.m., at the Brea Community Center.

2G. Matters from the Audience

Lynn Daucher spoke in support of item 4C, Approve Agreements with HOPE Center of Orange County and Project Youth OC and Approve the Appropriation of National Opioid Settlement Funds for FY 2024–25 and FY 2025–27. She spoke about the Project Youth OC program and other criminal diversion programs for youth and teens.

2H. Response to Public Inquiries

None.

3. ADMINISTRATIVE ITEM

3A. City Manager Review Period Ordinance Update

City Attorney Boga provided an oral report on the item and spoke about the current City Code and proposed Code update to extend the evaluation period for the City Manager.

In response to Council Member Vargas' question, City Attorney Boga indicated that the item was being brought for discussion as a result of a concurrence of the Council to extend the evaluation period for the City Manager.

Motion was made by Council Member Marick and seconded by Mayor Pro Tem Hupp to introduce Ordinance No. 1255, An Ordinance of the City Council of the City of Brea amending the Brea City Code to increase the City Manager review period and approving a CEQA exemption determination. Motion passed 4-0-1 (Ayes: Stewart, Hupp, Marick, Simonoff. Abstain: Vargas).

4. CONSENT CALENDAR

Council Member Simonoff announced he will be abstaining form voting on Item 4F, Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.

In response to Council Member Vargas' request for a representative from Republic Services to answer a questions, Council Member Simonoff recused himself from the Council Chambers.

Council Member Vargas inquired if representatives from Republic Services would provide a followup on the previous meeting's discussion regarding the service of mobile home parks in the City.

Michael Johnson, Republic Services, indicated that Republic staff visited three (3) mobile home parks and have put together a plan to service them in accordance with the new adopted program.

Council Member Simonoff returned to the Council Chambers.

Motion was made by Council Member Marick and seconded by Mayor Pro Tem Hupp to approve City Council Consent Items 4A - 4H, with Council Member Simonoff abstaining from item 4F. Motion Passed 5-0-0-0 (Ayes: Stewart, Hupp, Marick, Simonoff, Vargas)

4A. March 4, 2025 Regular City Council Meeting Minutes

The City Council approved the March 4, 2025 City Council Meeting Minutes as written.

4B. Zoning Ordinance Text Amendment (ZOTA) No. 2024-01

The City Council waived full reading and adopted Ordinance No. 1254, An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2024-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination.

4C. Approve Agreements with HOPE Center of Orange County and Project Youth OC and Approve the Appropriation of National Opioid Settlement Funds for FY 2024–25 and FY 2025–27

The City Council authorized the City Manager to execute an Agreement between the HOPE Center and the Cities of Brea, Buena Park, Fullerton, and Placentia for the hiring of a Street Outreach Case Manager specializing in Medication-Assisted Treatment for a three-year term using the respective cities' National Opioid Settlement (NOS) Funds; authorized the City Manager to execute an Agreement with Project Youth OC for the expansion of their ShortStop and Stop Short of Addiction Program in the City of Brea for a three-year term using the NOS Funds; approved the appropriation of NOS Funds for the current Fiscal Year 2024-25 budget to begin purchasing supplies for opioid use prevention efforts; and approved the appropriation of NOS Funds for Fiscal Year 2025-27 budget.

4D. Adopt a Resolution Authorizing Persons Holding Certain Designated Positions to Execute the Urban Area Security Initiative Grant Documents for and on behalf of the City of Brea

The City Council adopted Resolution No. 2025-013 authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) grant documents for and on behalf of the City of Brea; authorized the City Manager, Police Chief or designated persons within the Brea Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; approved an agreement with the City of Santa Ana for transfer or purchase of equipment/services or reimbursement of training costs; authorized the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and authorized the Police Chief to execute the agreement.

4E. Approval of City Manager Employment Agreement

The City Council adopted Resolution No. 2025-014 of the City Council of the City of Brea approving employment agreement between the City of Brea and Kristin Griffith for employment as City Manager; and authorized the Mayor to execute the Employment Agreement.

4F. Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with

Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.

The City Council adopted Resolution No. 2025-015 approving City staff's recommendation for the proposed solid waste rates for residential, commercial and multi-family customers and approving the Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) and corresponding Exhibits and found the Second Amended and Restated Franchise Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

4G. Monthly Report of Investments for the City of Brea for Period Ended February 28, 2025 The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended February 28, 2025.

4H. February Outgoing Payment Log and City Disbursement Registers for February 28, 2025 and March 7, 2025

The City Council received and filed the February Outgoing Payment Log and City Disbursement Registers for February 28, 2025 and March 7, 2025.

5. CITY/SUCCESSOR AGENCY - CONSENT

Motion was made by Mayor Pro Tem Hupp and seconded by Council Member Marick to approve City/Successor Agency Consent Item 5A. (Ayes: Stewart, Hupp, Marick, Simonoff, Vargas).

5A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended February 28, 2025 -

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended February 28, 2025.

6. ADMINISTRATIVE ANNOUNCEMENTS

or in entry manager	
None.	
6B. City Attorney-	
None.	

6A City Manager-

6C. Council Requests-

None.

7. COUNCIL ANNOUNCEMENTS

7A. Council Announcements

Council Member Simonoff indicated that at the National League of Cities Public Safety and Crime Prevention Committee, there was discussion regarding the inability to get fire vehicles in a timely manner to replace outdated fire vehicles and equipment, and requested National League of Cities Public Safety and Crime Prevention Committee present a Resolution at the National level. He announced that a Resolution will be coming back for approval to instruct lobbyist to get Congressional support on the issue.

Council Member Vargas discussed terms in the City Manager agreement related to severance and compensation.

8. ADJOURNMENT

8A. Meeting Adjournment

Mayor Stewart adjourned the General Session at 7:42 p.m. in memory of David Myers, founder of Hills for Everyone.



City Council Regular Meeting Communication

B. Approve Purchase of Night Hawk Software from Leads Online

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4B.	
ТО	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

RECOMMENDATION

Approve Police Department's 3-year agreement with Leads Online to purchase Night Hawk social media mining software for \$60,527 (3-year cost).

BACKGROUND/DISCUSSION

As part of the fiscal year 2023-25 budget process, the City Council approved the Police Department's acquisition of social media mining software during fiscal year 2024-25. The Finance and Budgeting Division allocated \$37,000 toward this purchase in account 110-21-2121-4321.

This software assists in mining social media content, both from open source data and from legally obtained data, to establish connections between suspects. The software can also actively monitor open source social media data and provide real-time updates on targeted suspects. Both of these processes have traditionally been accomplished manually, which has proven to be a very time- and labor-intensive process.

Police Department staff evaluated several products that claimed to accomplish these process. Evaluation included visiting with and talking to other police agencies who currently use those products. Staff decided that NightHawk from Leads Online was the best product, and was also the best value.

While other products (Cobwebs and CyberCheck, for example) cost between \$30,000 and \$35,000 annually, NightHawk's cost was around \$20,000 per year.

In addition, the Police Department already uses CellHawk, another Leads Online product, to analyze call detail records (call and message date, time, duration, location). These two products will work together to provide a complete picture of connections between multiple suspects by evaluating multiple sources of communication, and then link suspect groups with crime locations.

Police Department staff worked with Risk Management and the City Attorney's office to negotiate the terms of the attached agreement with Leads Online. Going forward, the agreement will govern both NightHawk and CellHawk.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this Staff Report at its March 25, 2025 meeting and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

The attached agreement covers three years. It will cost \$19,495. The Police Department currently has sufficient funds in 110-21-2121-4321 to cover this expenditure.

Future years will cost \$20,080 (FY25-26) and \$20,682 (FY26-27), and will be programmed as part of the Fiscal Years 2025-27 budget.

RESPECTFULLY SUBMITTED:

Kristin Griffith, City Manager

Prepared by: Christopher Harvey, Police Lieutenant

Concurrence: Adam Hawley, Chief of Police

Attachments

Nighthawk_CellHawk Bundle Order Form with Brea CA PD FINALIZED SSA.pdf



SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline LLC, a Delaware limited liability company (**LeadsOnline**), City of Brea, California (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SOFTWARE SERVICE

This Agreement and the applicable Order Form provide Customer access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an Order Form and limited to the number of Eligible Users defined and listed on the Order Form (**Service**).

2. USE OF SERVICE

- a. Customer Owned Data. All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (Customer Property).
- b. Responsibilities for Customer Property. Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely as necessary to provide the Service, including to improve and enhance its technology and offerings; provided, however, that LeadsOnline shall not sell, share, or otherwise disclose Customer Property to third parties except as necessary to provide the Service or as required by law. LeadsOnline will purge any or all Customer Property upon Customer's written request and shall permanently delete all Customer Property within 90 days of termination or expiration of this Agreement, except to the extent retention is required by law. Customer may export its Customer Property as allowed by functionality within the Service.
- c. General Responsibilities. Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, and (vii) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. Governmental Agency Public Records Clause. If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. Customer Responsibilities. Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law.
- f. LeadsOnline Support. LeadsOnline must provide Customer support for the Service under the terms of its then-current LeadsOnline's Customer Support Policy (Support), which may be reasonably updated from time to time and will be provided to Customer upon request.

3. WARRANTY DISCLAIMER

a. THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR



PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally cause or introduce any defect, virus, Trojan horse, spyware, malware, or other program code designed to erase, disable, or otherwise harm or interfere with Customer's equipment, data, or other programs.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, responses, or inaction.
- d. In providing the Services, LeadsOnline shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq

4. PAYMENT

- a. Fees and Payment. Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. Nonpayment. LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. MUTUAL CONFIDENTIALITY

- a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. Protection of Confidential Information. Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY

a. Data Security Measures. To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:



- Comply at all times to the terms of the then-current Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
- ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have a) completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator and b) submitted to and successfully passed state of residency and national fingerprint-based record checks.
- iii. Apply appropriate controls according to the then-current AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
- iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
- v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
- vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
- vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
- viii. Purge any Customer Property upon Customer's written request and permanently delete all Customer Property within 90 days of termination or expiration of this Agreement, except to the extent retention is required by law.

7. INSURANCE

a. LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance as required by Exhibit A attached and incorporated herein by reference.

8. PROPERTY

- a. Reservation of Rights. LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. Restrictions. Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service or its output by a third party,; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.
- c. Audit Information. LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (Audit Information). LeadsOnline may use, retain, and disclose Audit Information in its discretion, provided that such information is anonymized and will not identify Customer or result in the disclosure of any "personal information" as defined in Civil Code Section 1798.140, except as necessary to provide the Service. Audit Information is not Customer Property.

9. TERM & TERMINATION

- a. Term. This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. Term of Order Forms. The term of each Order Form is specified in the Order Form.
- **c. Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured.



- d. Termination by Mutual Consent. This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. Termination of an Order Form Due to Non-Appropriation of Funds. Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

f. Return of Customer Property:

- Within 60 days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
- After such 60-day period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT

- a Indemnification for Third-Party Claims. LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges intentional disclosure of sensitive or personal information it was obligated to secure or that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark, if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.
- C. TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS UNDER SECTION 10(a) OF THIS AGREEMENT, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.

11. GOVERNING LAW & FORUM

- a. Government Customers. This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.
- b. All other Customers. For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. OTHER TERMS

a. Entire Agreement and Changes. This Agreement and the Order Form constitute the entire Agreement between the parties and



supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.

- b. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. Export Compliance. The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. Independent Contractors. The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. Enforceability and Force Majeure. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. Money Damages Insufficient. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.
- g. No Additional Terms. LeadsOnline rejects additional or conflicting terms of a Customer's form-purchasing document.
- h. Order of Precedence. If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.
- i. Survival of Terms. All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

13. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

CITY OF BREA, CALIFORNIA (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 1 Civic Center Circle, Brea, California 92821, United States



LEADSONLINE NIGHTHAWK / CELLHAWK SUBSCRIPTION CUSTOM BUNDLE

ORDER FORM No. 2249-8207

CUSTOMER:	UNIT:		
CITY OF BREA, CALIFORNIA	POLICE DEPARTMENT		

1. SERVICE

LeadsOnline Nighthawk LEOVision and CellHawk Cell Phone Mapping & Analysis System for Law Enforcement Agency users (Service).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. Purpose

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Analysis Files are records electronically submitted by a Customer to the Service for automated analysis including but not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes). Analysis Files are typically generated by telecommunications network providers and systems, app providers, computers, extraction systems and are provided to Customer via a legal process or voluntarily by persons with the right to provide them. Analysis Files are Customer Property.

4. Service Recipient and Eligible Users

Capacity and Eligible Users: No more than five (5) named individual employees of Customer in its Police Department for Nighthawk LEOVision and no more than two (2) named individual employees for CellHawk Cell Phone Mapping & Analysis System, each with a unique login (Eligible Users).

- Eligible User logins may not be shared and individuals in a division who are not Eligible Users may not access the Service.
- During initial onboarding, Customer must provide LeadsOnline with the names and email addresses of Eligible Users (Customer may revise its Eligible Users Form a reasonable number of times each year)
- Access to Analysis Files is limited to Eligible Users for Services on this Order Form, but may be shared with eligible users of other order forms if directed by Customer.

CellHawk Maximum Number of Rows Allowed: Unlimited

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.



Service Periods	DUE DATE	AMOUNT
November 15, 2024 through November 14, 2025	Due upon receipt	\$19,495
November 15, 2025 through November 14, 2026	Due on or before November 15, 2025	\$20,080
November 15, 2026 through November 14, 2027	Due on or before November 15, 2026	\$20,682

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

6. FEATURES

SERVICE	LEOVISION & CELLHAWK FEATURES		
LeadsOnline Nighthawk LEOVision System	Upload and analyze multiple file types, including text and social media, to translate data into actionable leads and seamlessly share across your agency.		
LeadsOnline S.I.F.T. System	Utilize the Subject Interaction Filtering Tool to analyze calls and messages, events, GPS trackers, gunfire acoustic identifiers, LPR hits, and other data points overlaid in real time to build your case.		
LeadsOnline Link Chart System	Chart Upload mugshots and case photos to better visualize people, places, and things associated to your case for communicating, managing, and navigating large-scale investigations.		
LeadsOnline Collaboration System	Case-level access control allows you to restrict or grant access to other users inside and outside of your agency providing cross-collaboration into crime patterns outside of your jurisdiction.		
LeadsOnline CellHawk System	Upload Analysis Files to analyze communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes.		
LeadsOnline Live Ping System	Create a Live Ping with any carrier and direct notifications from any carrier to route to your users and to LeadsOnline CellHawk for mapping, filtering, and analysis.		
LeadsOnline Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.		
LeadsOnline Toolbox	Use LeadsOnline's automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.		

7. TRAINING AND REMOTE TECHNICAL SUPPORT

- Technical Support program is described at leadsonline.com/support.
- Eligible User accounts include unlimited access to Nighthawk LEOVision, Help Documents, Affidavit/Preservation Templates, and Nighthawk University.
- Online new user Nighthawk and CellHawk basic training included.
 - Additional courses available via LeadsOnline Training Portal.
 - Other on-demand training webinars on digital evidence analysis are available in the LeadsOnline Toolbox.



8. Misc.

This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

9. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

CITY OF BREA, CALIFORNIA (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 1 Civic Center Circle, Brea, California 92821, United States



EXHIBIT "A"

1. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, LeadsOnline ("Consultant") shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

- i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.
- ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
 - iii. Commercial General Liability Insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Contractual Liability with respect to this Agreement
 - g. Broad Form Property Damage
 - h. Independent Consultants Coverage
- iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.
- v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.



- B. Automobile Liability: Omitted
- C. Workers' Compensation/Employer's Liability
- i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.
- ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.
 - D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following checked insurance limits are required for this Agreement:

Combined Single Limit

☑ Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage



injury and property damage (Not required if vendor establishes that no vehicles will be used,

except for delivery)

employers liability limit

□ Professional Liability \$2,000,000 per claim and aggregate (errors and aggregate)

omissions)

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

- i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.
- ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.
- iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.
- iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees,



agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

- i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.
- ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.
- iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.
- iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.
- v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.



City Council Regular Meeting Communication

C. Approve Grant-Funded Purchase of Portable Surveillance Cameras

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4C.	
то	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

RECOMMENDATION

Approve Police Department's grant-funded purchase of portable surveillance cameras from Sandoval Custom for \$114,000.

BACKGROUND/DISCUSSION

As part of the Police Department's Integrated Crime Center (ICC) project and BSCC Organized Retail Theft Grant project plan, the Police Department planned to purchase a variety of portable cameras for placement at targeted areas to maximize impact on specific criminal activity. Many of these cameras will be covert (hidden) and others will be overt (highly visible). These camera feeds will be integrated into the existing Avigilon video management system.

Police Department staff evaluated a number of vendors over the course of the past 12-18 months. This evaluation included talking to other agencies about their experiences with those vendors. Factors considered included the quality, variety, and durability of the products, along with availability and speed of support offered. From that evaluation, the Police Department has determined that Sandoval Custom Creations would provide the highest quality products, at the best value, and with the highest degree of customer support. Sandoval Custom Creations provides similar cameras for several other local agencies, and has local support available in Orange County.

This proposal calls for the purchase 14 cameras of a variety of sizes, along with accessories (boxes, mounts, infrared illuminators, and specialized battery packs) for \$105,048, plus tax.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this Staff Report at its March 25, 2025 meeting and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

Approval of this purchase will cost approximately \$114,000. The purchase has been pre-approved by the BSCC, and will be reimbursed by the BSCC Organized Retail Theft grant. It should be noted that future maintenance, support and subscription costs incurred starting in January 2027 will be appropriated as part of a future biennial budget process.

RESPECTFULLY SUBMITTED:

Kristin Griffith, City Manager

Prepared by: Christopher Harvey, Police Lieutenant

Concurrence: Adam Hawley, Chief of Police

Attachments

Sandoval Custom Creations, Inc. Quote 6204 2-7-25.pdf

Request to Purchase - BSCC - 03.06.2025 (Covert Cameras and Air Cards).pdf

Approved Request to Purchase - BSCC - 03.06.2025 (Covert Cameras and Air Cards).pdf

Sandoval Custom Creations, Inc

PO Box 155 Larkspur, CO 80118 US 303-918-3878 shaun@sccicovert.com www.sccicovert.com



Quote

QUOTE # 6204 **DATE** 02/07/2025

ADDRESS

Brea, CA PD Attn: Chris Winger 1 Civic Center Circle Brea, CA 92821 SHIP TO Brea, CA PD Attn: Chris Winger 1 Civic Center Circle Brea, CA 92821

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

Sara/Shaun/Blayne

ACTIVITY	QTY	RATE	AMOUNT
ACR Vented enclosure 5938/BR1 Pro 5G ACR Vented enclosure including: Axis V5938 camera, Peplink BR1 Pro 5G modem, Stahlin: STL J1407HPL front window, one 70% open /30% closed micro perf decal for the front window, Custom intake and exhaust rear venting, Mil-spec Turck power receptacle with pigtail, Heavy duty powder coated internal bracket with "C" bracket and external heavy duty powder coated mounting bracket. 110/220 VAC to 12 VDC 2.1 amp self-switching transformer, power supply pigtails for camera and modem, RG45 cable, universal camera mounting base. programming and one year customer support from SCCI, Axis, and Sierra Wireless. Molded plastic shipping container with custom rigid foam.	10	7,795.00	77,950.00
IR Illuminator 940 Invisible 940nm R illuminator custom configured in a 1066 enclosure with clear to slightly tined window, heavy duty powder coated mounting bracket with keyhole and banding slots, mil-spec power connector and transformer.	2	1,495.00	2,990.00
Charge-At-Night 100ah Battery Pack (110VAC out) Custom battery system designed to charge at night when power is available and operate the surveillance platform from batteries 24 hours a day. 2-50 Amp Hour LiFe batteries, 110-240 VAC 10 amp Charger, 14107 Concealment, 12VDC to 110 inverter configured to operate from battery pack to 120 VAC 35 watt max continuous run with powered venting. Turck 110-240 VAC supply cable with wall plug for testing, Bulgin to Bulgin 120 VAC 12' supply cable or 12 VDC cable.	2	3,495.00	6,990.00

ACTIVITY	QTY	RATE	AMOUNT
Visor PTZ Cam AXIS M5075/BR1 mini System Visor PTZ Cam AXIS M5075/600C system: 3D printed visor concealment, Micro M5075 PTZ camera, Peplink BR1 mini, 12VDC to 48VDC POE injector, 15' flat Ethernet cable, 3 year camera warranty. Provisioning and IP networking ready. (DOES NOT INCLUDE BATTERY PACK TO RUN SYSTEM)	2	1,349.00	2,698.00
Fiber Marker Complete System Fiber Marker Concealment including: Fiber marker post, fiber marker mounting PVC's (6ft+3ft), powder coated heavy duty mounting plate, ground stakes, custom 3D printed chassis, 1 12V 60Ah LiFePO battery, battery charger, wiring harness for battery and system, Axis P1265 Mk II, Sierra Wireless LX40 modem, additional support through SCCI.	4	2,845.00	11,380.00
Fiber Marker Battery Custom 12V 60Ah LiFePO Battery for the Fiber Marker	4	760.00	3,040.00
Shipping Included FedEx ground shipping included	1	0.00	0.00
sales Tax SCCI does not remit sales tax to CA. Customer is responsible for sales tax payment or exemption. The items on this quote do not require renewals for functionality of the hardware.	1	0.00	0.00
These are all SCCI manufactured products under one year of customer support. The Axis camera is under a 5-year manufacturer warranty.			
Thank you for the opportunity to quote your surveillance needs.	TOTAL	\$*	105,048.00

Accepted By Accepted Date



1 CIVIC CENTER CIRCLE, BREA, CA 92821-5732

714-990-7625

www.breapolice.net

February 28, 2025

Eddie Escobar, Field Representative Board of State and Community Corrections Planning and Programs Division 2590 Venture Oaks Way Sacramento, CA 95833

Subject: Equipment/Fixed Assets Request for the Organized Retail Theft Grant Program, Grant Agreement Number BSCC 1144-23

Dear Mr. Escobar,

The Brea Police Department Organized Retail Theft Grant Program grant project requests approval to expend grant funds from Board of State and Community Corrections (BSCC) fox a fixed asset identified within our grant budget.

Our proposed budget allocates nearly \$4 million toward equipment and fixed asset costs, of which approximately \$81,000 is allocated to the purchase of portable covert surveillance cameras. These cameras can be placed at high crime areas or other areas of interest, and can easily be moved as needs change.

We have examined a number of vendor options and camera options, and now seek to expend approximately \$114,000 on purchasing these cameras from Sandoval Custom Creations, Inc.

The Brea Police Department would also like permission to expend approximately \$6,720 annually to Verizon Wireless and \$840 annually to T-Mobile for 5G air cards to transmit video back to our Video Management System (Verizon as primary, T-Mobile as secondary/backup).

These expenditures will require a budget modification to allocate additional funds in this category.

The City of Brea Police Department



1 CIVIC CENTER CIRCLE, BREA, CA 92821-5732

714-990-7625

www.breapolice.net

This equipment will allow personnel to gain situational awareness at in-progress calls and to track suspects fleeing from crime scenes, leading to increased rates of apprehensions of suspects.

The equipment will be used directly for the project goals of increasing investigative leads and increasing solvability rates of retail thefts, motor vehicle thefts, motor vehicle accessory thefts, and cargo thefts.

Marketing of the presence of these components in Brea, and marketing of success stories, will serve to deter thieves from committing crimes in Brea, while simultaneously causing community members and visitors to have a greater feeling of safety in Brea.

Thank you for consideration of this request.

ADAM HAWLEY, CHIEF OF POLICE

BREA POLICE DEPARTMENT

Adam Harsh



RE: Brea PD / BSCC Expenditure Requests

From Escobar, Eddie@BSCC <Eddie.Escobar@bscc.ca.gov>

Date Thu 3/6/2025 1:25 PM

Harvey, Chris <charvey@breapolice.gov>

Cc BSCC ORT <ORT@bscc.ca.gov>; Winger, Christopher <cwinger@breapolice.gov>; Martinez, Analisa <amartinez@breapolice.gov>

2 attachments (298 KB)

Request to Purchase - BSCC - 03.06.2025 (Additional Intersection Cameras).pdf; Request to Purchase - BSCC - 03.06.2025 (Covert Camedas and Air Cards).pdf;

Hello Chris,

I am good Sir. You too!

Your two Purchase Request Memos are APPROVED. Please file this approval email and supporting documentation for future reference. Please also state the approval in the comment section of the Invoice. ("FR approved purchase on 3/6/2025").

Talk soon.

Eddie Escobar

Field Representative, Corrections Planning and Grant Programs BOARD OF STATE AND COMMUNITY CORRECTIONS 2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833 http://www.bscc.ca.gov

916.599.2125

email eddie.escobar@bscc.ca.gov

LEADERSHIP ★ EXCELLENCE ★ SUPPORT

From: Harvey, Chris <charvey@breapolice.gov> Sent: Thursday, March 6, 2025 12:39 PM

To: Escobar, Eddie@BSCC <Eddie.Escobar@bscc.ca.gov>

Cc: BSCC ORT <ORT@bscc.ca.gov>; Winger, Christopher <cwinger@breapolice.gov>; Martinez, Analisa

<amartinez@breapolice.gov>

Subject: Brea PD / BSCC Expenditure Requests

Hello Eddie,

I hope you're doing well and maintaining a reasonable travel schedule.

Please see attached TWO letters requesting to expend grant funds.

Thank you in advance for your consideration.

CHRIS HARVEY, ID #1457

Police Lieutenant | West District Commander

Brea Police Department

P: 714.990.7624 | E: charvey@cityofbrea.net | W: www.breapolice.net

City of Brea | 1 Civic Center Circle | Brea, California 92821



City Council Regular Meeting Communication

D. Approval of the Memorandum of Understanding with County of Orange to allow the City of Brea to continue using the County's Countywide Mass Notification System, AlertOC.

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4D.	
то	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

RECOMMENDATION

Approve and authorize the City Manager to execute and manage, on behalf of the City of Brea, a Memorandum of Understanding with Brea and the County of Orange to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor- provided agreements, commencing on December 30, 2024, through December 30, 2029.

BACKGROUND/DISCUSSION

AlertOC is the County's Countywide Mass Notification System. On July 22, 2008, the Board of Supervisors for Orange County extended use of the AlertOC system regionally by approving a Memorandum of Understanding (MOU) with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintaining a dedicated public safety answering point. The MOUs allow these entities to use the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor provider agreements.

Since its inception in 2008, the system has been used to contact hundreds of thousands of Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications including missing children, severe weather warnings, COVID- 19 information, and evacuations. The contract has been renewed every 4-5 years since its inception.

The City manager requests approval of a non-financial MOU between Brea and the County of Orange for use of Countywide Mass Notification System for the term of December 30, 2024 through December 30, 2029, as noted in the Recommended Action.

COMMISSION/COMMITTEE RECOMMENDATION

N/A

FISCAL IMPACT/SUMMARY

There is no fiscal impact.

RESPECTFULLY SUBMITTED:

Kristin Griffith, City Manager Prepared by: Lisa Keyworth, Emergency Preparedness Coordinator Concurrence: Mark Terrill, Fire Chief

Attachments

2024 MOU AlertOC Final Sheriff Approved.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND PARTICIPANTS FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM

This Memorandum of Understanding, hereinafter referred to as "MOU," dated December 30, 2024, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as "PARTICIPANT" or collectively as "PARTICIPANTS."

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System ("System") for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No MA-060-25010178 ("Agreement") with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 30, 2024 attached hereto as Attachment A, to disseminate critical, time-sensitive emergency information to COUNTY's residents and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Attachment A (Orange County Agreement No. MA-060-25010178 and Attachment B (Countywide Public Mass Notification System Policy and Guideline) and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

"Agreement" shall refer to Orange County Agreement No. MA-060-25010178 between COUNTY and Everbridge, Inc.

"Countywide" shall mean all geographic locations in Orange County, California.

"Contact information" shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Attachments.

"Confidential Information" shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

"Emergency" shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS' respective jurisdictions.

"Emergency information" shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

"Emergency notification situation" shall mean instances when emergency information is to be distributed through the System.

"Individual User" shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

"Non-emergency information" shall refer to information that is not relevant to the safety and welfare of recipients but has been deemed to be of significant importance to a PARTICIPANT's jurisdiction to justify the use of the System to distribute such information.

"Non-emergency notification situation" shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT'S jurisdiction and the PARTICIPANT uses the System to distribute such information.

"System" shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to community members and businesses as permitted under the Agreement.

- Hold Harmless: PARTICIPANT will defend, indemnify and save harmless COUNTY, II. its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.
- III. Term: This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph VIII. Termination, below.
- IV. Scope of Services: PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. Use: Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Attachment A, B, and C. All PARTICIPANTS agree to the terms and conditions contained in Attachments A, B, and C. COUNTY retains the right to update Attachments A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Attachments will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Attachments shall not be deemed an amendment for the purposes of Paragraph IX. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Attachment C) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with

all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU. PARTICIPANT further agrees the COUNTY may update the Individual User Agreement and require a copy of the updated signed Individual User Agreement to the COUNTY.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (October 15, 2024)," attached hereto as Attachment B.

VI. Notice: Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department Emergency Management Division Attn: Director of Emergency Management 2644 Santiago Canyon Road Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality: Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.
- VIII. Termination: The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VI. Notice, above. Such notice shall be

delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph IX. Amendments, below.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COU	NTY O	FORANGE		
	By:	Maryattall	Date:	12/13/2024
		Don Barnes, Sheriff-Coroner County of Orange		
		DocuSigned by:		10/23/2024
	By:	Wendy Phillips	Date:	
		Wendy Philings, County Counsel		
		County of Orange		
PAR'	ГІСІРА	NT:		
	By:		Date:	
		Authorized Signature		
		Print Name and Title		



City Council Regular Meeting Communication

E. City Manager Review Period Ordinance Update

Meeting	Agenda Group		
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4E.		
то	FROM		
Honorable Mayor and City Council Members	Kristin Griffith, City Manager		

RECOMMENDATION

Waive full reading and adopt Ordinance No. 1255, "An Ordinance of the City Council of the City of Brea amending the Brea City Code to increase the City Manager review period and approving a CEQA exemption determination," by title only.

BACKGROUND/DISCUSSION

Brea City Code Section 2.04.080(C) establishes a 90-day review period for newly elected City Council Members, or a reorganized City Council, to review the City Manager's performance prior to the initiation of a removal without cause. The proposed Ordinance No. 1255 will increase the review period to six (6) months to provide additional time for newly elected City Council Members, or a reorganized City Council, to make an assessment.

The Ordinance was introduced at the meeting of March 18, 2025.

FISCAL IMPACT/SUMMARY

Adoption of the ordinance will not have a budget impact.

RESPECTFULLY SUBMITTED:

Prepared by: Terence Boga, City Attorney

Attachments

Exhibit A Ordinance City Manager review period.pdf
Exhibit B excerpt.pdf
Exhibit C Redline.pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE TO INCREASE THE CITY MANAGER REVIEW PERIOD AND APPROVING A CEQA EXEMPTION DETERMINATION

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

A. RECITALS:

- (i) Brea City Code Section 2.040.080(C) establishes a 90-day period for newly elected City Council Members, or a reorganized City Council, to observe the actions and ability of the City Manager prior to the initiation of a removal without cause.
- (ii) The interests of the City of Brea will be served by increasing the City Manager review period to provide additional time for newly elected City Council Members, or a reorganized City Council, to perform an assessment.
 - (iii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE:

SECTION 1. Declaration. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. Code Amendment. Subsection C of Section 2.04.080 (Removal Procedure) of Chapter 2.04 (City Manager) of Title 2 (Administration and Personnel) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

"C. Limitation on removal. Notwithstanding the provisions of this section, proceedings for removal of the City Manager shall not be instituted other than for cause, during the period of six (6) months next succeeding the certification of results of a municipal election at which a member of the City Council is elected. The purpose of this provision is to allow

	2025
ORD.	

newly elected members of the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of the office. After the expiration of such six (6) month period, the provisions of this section as to the removal of the City Manager shall apply and be effective."

SECTION 3. CEQA. The City Council finds and determines that adoption of this Ordinance is exempt from California Environmental Quality Act ("CEQA") review pursuant to statutory and categorical exemptions including California Code of Regulations Title 14, Section 15061(b)(3).

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this	day of, 2025.
	Blair Stewart, Mayor
ATTEST: Lillian Harris-Neal, City Clerk	

,	2025
ORD.	

I, Lillian Hai	ris-Neal, City Clerk of the	e City of Brea, do here	by certify that the
foregoing Ordinano	e was introduced at a regu	ular meeting of the City	Council of the City
of Brea held on the	day of,	2025, and was finally p	assed at a regular
meeting of the City	Council of the City of Bre	ea held on the day	/ of,
2025, by the following	ing vote:		
AYES:	COUNCIL MEMBERS:		
NOES:	COUNCIL MEMBERS:		
ABSENT:	COUNCIL MEMBERS:		
ABSTAIN:	COUNCIL MEMBERS:		
		DATED:	, 2025
		Lillian Harris-Neal, Cit	v Clerk
		,	,
		-	, 2025 ORD
			OND

§ 2.04.080 REMOVAL PROCEDURE.

- A. Removal of Manager. The removal of the City Manager shall be effected only by a majority vote of the whole Council as then constituted, convened in a regular Council meeting, subject, however, to the provisions of the next succeeding subsections. In case of intended removal by the City Council, the City Manager shall be furnished with a written notice stating the Council's intention to remove him or her and the reason therefor.
- B. *Discretion of Council*. In removing the City Manager, the City Council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof nor does any stated reason of the City Council for the intended removal or removal need to be one which constitutes cause.
- C. Limitation on removal. Notwithstanding the provisions of this section, proceedings for removal of the City Manager shall not be instituted other than for cause, during or within a period of ninety (90) days next succeeding any municipal election held in the city at which election a member of the City Council is elected. The purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of the office. After the expiration of such ninety (90) day period aforementioned, the provisions of this section as to the removal of such City Manager shall apply and be effective.

('61 Code, § 2.48) (Ord. 427, passed - -)

BREA CITY CODE CHAPTER 2.04 UPDATE

Text to be added shown in *italics*Text to be deleted shown in strike-through

CHAPTER 2.04: CITY MANAGER

§ 2.04.080 REMOVAL PROCEDURE.

- A. Removal of Manager. The removal of the City Manager shall be effected only by a majority vote of the whole Council as then constituted, convened in a regular Council meeting, subject, however, to the provisions of the next succeeding subsections. In case of intended removal by the City Council, the City Manager shall be furnished with a written notice stating the Council's intention to remove him or her and the reason therefor.
- B. Discretion of Council. In removing the City Manager, the City Council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof nor does any stated reason of the City Council for the intended removal or removal need to be one which constitutes cause.
- C. Limitation on removal. Notwithstanding the provisions of this section, proceedings for removal of the City Manager shall not be instituted other than for cause, during er within a the period of ninety (90) days six (6) months next succeeding any the certification of results of a municipal election held in the city at which election a member of the City Council is elected. The purpose of this provision is to allow any newly elected member members of the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of the office. After the expiration of such ninety (90) day six (6) month period-aforementioned, the provisions of this section as to the removal of such the City Manager shall apply and be effective.



City Council Regular Meeting Communication

F. Approval of Agreement with Amazon for Use of the Old Bank of America Building for Fire Department Training Purposes

Meeting	Agenda Group		
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4F.		
ТО	FROM		
Honorable Mayor and City Council Members	Lisa Keyworth, Emergency Preparedness Coordinator		

RECOMMENDATION

Approve the contract and authorize the Brea Fire Department to enter into an agreement with Amazon for the use of the old Bank of America building located at 275 Valencia Avenue, Brea, CA, for training purposes.

BACKGROUND/DISCUSSION

The Brea Fire Department has identified the old Bank of America building as a valuable resource for conducting vital public safety training exercises. This type of agreement is common for buildings slated for demolition and provides a controlled environment for fire and rescue personnel to practice real-world scenarios. These training opportunities enhance preparedness and effectiveness in responding to emergencies, ultimately benefiting the community.

Planned training activities will include forcible entry, search operations using smoke machines, and hose deployment exercises. No live fire will be used—only simulated smoke to create realistic conditions.

The Brea Fire Department has a long history of engaging in similar agreements without any reported incidents, underscoring the safety and reliability of these arrangements.

COMMISSION/COMMITTEE RECOMMENDATION

N/A

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with this agreement. While there is no immediate cost to the City, the City is required to indemnify Amazon for any claims and liabilities for injuries incurred by anyone in connection with the Department's use of the building.

RESPECTFULLY SUBMITTED:

Prepared by: James Flores, Battalion Chief

Concurrence: Mark Terrill, Fire Chief

Attachments

DJT4- License Agreement - Brea FD -2.27.2025.pdf

LICENSE AGREEMENT ("License")

"Effective Date":	The later of the signature dates shown below.
"Licensee":	City of Brea on behalf of the Brea Fire Department
"Licensor":	Amazon.com Services LLC, a Delaware limited liability company
"Premises":	The building of DJT4 located at 275 Valencia Avenue, Brea, CA, and as more particularly described on Exhibit A attached hereto
"Start Date of License":	March 1, 2025
"End Date of License":	August 30, 2025
"License Fee":	\$0

- 1. Scope of License. Commencing as of the Start Date of License, Licensor licenses to Licensee and Licensee licenses from Licensor the Premises. Subject to Licensee's compliance with all applicable laws, Licensee may use the Premises as a fire mobility training course (the "Permitted Use"). The License shall terminate automatically and without further action by either party hereto, at 5:00 pm, Pacific Time, on the End Date of License. For the avoidance of doubt, Licensee is expressly prohibited from releasing from or onto the Premises any chemicals associated with firefighting or water from its equipment hoses.
- 2. Conditions of Use. Licensee acknowledges that it has inspected the Premises and hereby accepts the Premises for the Permitted Use in its present order, condition, and repair. Licensor makes no warranty or promise as to the order, condition, repair, safety, or usefulness of the Premises for the Permitted Use, and has no obligation to maintain, repair, or replace any portion of the Premises, including any snow or ice removal; and Licensee accepts the Premises for use on an "as is, where is" basis. Licensee will leave the Premises in the same condition and manner as existed at the beginning of the Start Date of License and comply with the following specific terms:
 - a. **Demolition Guidelines**: The incidental demolition of walls and doors by Licensee is permissible as long as such walls and doors are not fire-rated walls/doors, load-bearing walls, or any exterior walls/doors. Licensee is not permitted to create any active fires or engage in water testing due to the risk of flooding and mold.
 - b. **Restroom Facilities**: The use of the restrooms, including the sinks, by Licensee is prohibited as the domestic water is turned off.
 - c. Access: Licensee will provide Licensor with at least 24 hours' notice prior to accessing the premises. Licensee to notify and email Fritz Gutenberg (fgutenbe@amazon.com), Kareem Maraqa (marakari@amazon.com), and Charlie Tran (chactran@amazon.com). Prior to commencing any training activities, Licensee will place the fire alarm system for the Premises on test mode.
- **3. Early Termination**. Each of Licensor and Licensee may terminate this License at any time, effective immediately upon written notice to the other party.
- **4. License Fee**. Licensee will pay Licensor the License Fee set forth above to use the Premises in advance on the 1st day of each calendar month during the term of this License.
- **5. Maintenance**. Licensee will repair any damage caused by Licensee or any of its affiliates and its and their agents, employees, contractors, and invitees.
- **6. Alterations**. Licensee shall have no right to make any alterations or improvements to the Premises, without the prior written consent of Licensor. Any alterations or improvements to the Premises made by Licensee shall be removed by Licensee, and the Premises shall be restored by Licensee to the condition it was in prior to such alterations or improvements, prior to the termination or expiration of the Licensee at Licensee's sole cost and expense.
- 7. Security. Licensor will have no responsibility for items left in the Premises. Licensor shall have no liability for any loss,

- damage, injury, or expense that may be incurred in connection with Licensee's use of the Premises or arising from the acts of Licensee, its employees, agents, servants, directors, officers, contractors, and, invitees at the Premises.
- **8. Liability**. Subject to all applicable laws, Licensee shall indemnify and reimburse Licensor for claims, actions, liabilities, and expenses in connection with any loss of life, personal injury, and/or damage or contamination to property arising from or out of Licensee's use of the Premises or any part thereof.
- 9. Insurance. Licensee will maintain during the term of this License: (a) general and professional liability protection coverage which shall afford, at a minimum, the following limits: each occurrence: \$1,000,000; general aggregate: \$2,000,000; products/completed operations aggregate: \$1,000,000; personal and advertising injury liability: \$1,000,000; and (b) umbrella/excess liability insurance, on an occurrence basis, that applies in excess of the required commercial general liability policy, with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, which limits shall be in addition to and not including those stated for the underlying commercial general liability policy required herein, and include Licensor as an additional insured. Licensee will provide a copy of its current certificate of insurance upon request. Licensee may satisfy the requirements of this Section 9 through its program of self-insurance.
- 10. LIMITATION OF LIABILITIES. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS) OR PUNITIVE DAMAGES IN CONNECTION WITH THIS LICENSE.
- 11. **Default by Licensee**. Licensee will not be in default unless Licensee has been given notice and fails to comply with any provision of this License within 5 days after receipt of notice, provided that where any such default cannot reasonably be cured within a 5-day period, Licensee will not be in default if Licensee commences to cure the failure within the 5-day period, and thereafter diligently pursues all reasonable efforts to complete the cure. If Licensee is in default under this License, Licensor will be entitled to pursue all rights and remedies at law or in equity.
- 12. Successors and Assigns. Subject to the limitations set forth in this License, the covenants and agreements in this License will bind and inure to the benefit of Licensor, Licensee, and their respective successors and permitted assigns. Licensee may not assign this License or sublicense the Premises (or any part thereof) to any affiliate or third party without Licensor's prior written consent.
- 13. Surrender; Holdover. Upon expiration or earlier termination of the term of this License, Licensee will remove Licensee's property and surrender the Premises in its then "as-is" condition, but in no worse condition than as of the beginning of the Start Date of License, ordinary wear and tear and casualty excepted. Licensor may require that Licensee, upon surrender, remove any alterations or improvements made by Licensee without Licensor's consent by providing notice of which alterations or improvements Licensor requires Licensee to remove. If Licensee remains in possession of the Premises after the expiration of the term of this License, such possession will be month-to-month at a rate of \$25,000.00 per month.
- **14. Governing Law**. This License will be governed by the laws of the state in which the Premises are located without regard to conflicts of laws principles, and the state or federal district courts located in the county were the Premises are located will have jurisdiction over any legal action concerning or relating to this License.
- 15. Miscellaneous. Licensor or Licensee may deliver executed signature pages by electronic means, which will be deemed to be an original. This License may be executed in any number of counterparts, each of which will be deemed an original and all of which together constitute one agreement with the same effect as if the parties signed the same page. This License is the entire agreement between the parties, and no modification of this License is binding unless it is in writing and signed by Licensee and Licensor. All notices under this License will be made by email, addressed to the email addresses on the signature page. Each party agrees that no compensation is due to any person related to this transaction. No waiver by either party of any provisions of this License is a waiver of any other provisions or of any subsequent breach. No delay on the part of either party in exercising any of its rights hereunder is a waiver of such rights.
- 16. Jury Trial Waiver. LICENSOR AND LICENSEE WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LICENSOR AND LICENSEE ARISING OUT OF THIS LICENSE OR ANY OTHER

INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

17. Anti-Corruption. Licensee will not violate any applicable anti-corruption laws in performing under this License.

[Signature Page to Follow]

This License is executed by the parties to be effective on the Effective Date.

Address:

LICENSOR:
AMAZON.COM SERVICES LLC, a Delaware limited liability company
By
Address: c/o Amazon.com, Inc. Attention: Real Estate Manager (NA Ops: DJT4 (License Agreement)) Attention: General Counsel (Real Estate (NA Ops: DJT4 (License Agreement))) Attention: NA Ops Asset Management (DJT4 (License Agreement))
Each with an address of: 410 Terry Ave. N Seattle, WA 98109-5210 Telephone: (206) 266-1000
With copies to: naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com; na-realestate@amazon.com; naops-rent@amazon.com
using the subject line—Re: DJT4 (License Agreement) and reason for the notice (e.g., default, cease & desist, bribery or anti-corruption)
LICENSEE:
Brea Fire Department a [TYPE OF COMPANY] organized under the laws of the State of []
By Name: Title: Date:

Exhibit A





City Council Regular Meeting Communication

G. City Disbursement Registers for March 14, 2025, March 21, 2025 and March 28, 2025

Meeting	Agenda Group	
Tuesday, April 1, 2025, 7:00 PM	CONSENT CALENDAR Item: 4G.	
ТО	FROM	
Honorable Mayor and City Council Members	Kristin Griffith, City Manager	

RECOMMENDATION

Staff recommends City Council to receive and file.

RESPECTFULLY SUBMITTED:

Prepared by: Monica Lo, Director of Administrative Services

Attachments

City Disbursement Register 03.14.25.pdf

City Disbursement Register 03.21.25.pdf

City Disbursement Register 03.28.25.pdf

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197533	AGILE OCCUPATIONAL MEDICINE PC	03/14/2025	32405	110141481	HR MED SVCS FEB25	\$480.00
		AGILE OCCUPATIONAL MEDICINE PC			Total Check Amount:	\$480.00
197534	AMERICAN LEGAL PUBLISHING CORP	03/14/2025	3794	110111161	FEB 2025 S-28 EDITING	\$211.19
		03/14/2025	3794	110111161	S-28 ONLN CODE EDITNG	\$14.71
		AMERICAN L	EGAL PUE	BLISHING CORF	Total Check Amount:	\$225.90
197535	AT&T CALNET	03/14/2025	20391	475141471	CALNET FEBRUARY 2025	\$3,930.71
			AT&T CAL	.NET	Total Check Amount:	\$3,930.71
197536	BAKER TILLY US, LLP	03/14/2025	32102	231212141	POLICE SUPPORT SVCS	\$4,000.00
		BA	KER TILLY	Y US, LLP	Total Check Amount:	\$4,000.00
197537	BREA EXPRESS CAR WASH	03/14/2025	32008	480515161	CARWASH FEBRUARY 2025	\$300.00
		BREA E	XPRESS C	CAR WASH	Total Check Amount:	\$300.00
197538	BUSINESS CARD	03/14/2025	18749	420515131	BSCARD 022325 WATER	\$30.92
		03/14/2025	18749	110222213	BSCARD 022325 FIRE	\$1,831.28
		03/14/2025	18749	110222221	BSCARD 022325 FIRE	\$3,285.34
		03/14/2025	18749	950000000	ILJAOC BSCARD 0223 MJ	\$28.98
		03/14/2025	18749	110141481	BSCARD 022325 HR	\$287.26
		03/14/2025	18749	110404542	BSCARD 022325 CS	\$331.65
		В	SUSINESS	CARD	Total Check Amount:	\$5,795.43
197539	C&L SPARKS, INC.	03/14/2025	33358	840323241	TRUST ACCT REFUND	(\$0.03)
		03/14/2025	33358	110000000	TRUST ACCT REFUND	\$0.03
		03/14/2025	33358	840000000	TRUST ACCT REFUND	\$120.00
		C	&L SPAR	KS, INC.	Total Check Amount:	\$120.00
197540	STEVE CHAUNCEY	03/14/2025	27742	110212111	RADAR/LASER OPER TRNG	\$580.00
		ST	EVE CHAU	INCEY	Total Check Amount:	\$580.00
197541	CINTAS	03/14/2025	24347	110404211	FIRST AID RESTOCK BCC	\$113.89
		03/14/2025	24347	110404542	FIRSTAID RESTOCK THTR	\$219.93
			CINTA	ıs	Total Check Amount:	\$333.82
197542	CITY SERVICE PAVING	03/14/2025	27972	420515131	CONCRETE WORK	\$4,600.00
		CIT	Y SERVICE	PAVING	Total Check Amount:	\$4,600.00
197543	COAST EMS, LLC	03/14/2025	33267	174222225	AMBULANCE SUPPLIES	\$775.26
		C	COAST EM	S, LLC	Total Check Amount:	\$775.26
197544	JEFF CONTE	03/14/2025	33357	840000000	TRUST ACCOUNT REFUND	\$163.00
			JEFF CO	NTE	Total Check Amount:	\$163.00
197545	DELTA T HVAC, INC.	03/14/2025	28265	490515151	HVAC REPAIR	\$880.00
		D	ELTA T HV	AC, INC.	Total Check Amount:	\$880.00
197546	SOUTHERN CALIFORNIA EDISON	03/14/2025	3343	110515121	ELECTRICITY FEB 2025	\$25,472.92
		03/14/2025	3343	341515112	ELECTRICITY FEB 2025	\$123.12

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197546	SOUTHERN CALIFORNIA EDISON	03/14/2025	3343	345515112	ELECTRICITY FEB 2025	\$62.25
197340	SCOTTLENA CALIFORNIA EDISON	03/14/2025		343515112	ELECTRICITY FEB 2025	\$249.37
		03/14/2025		346515112	ELECTRICITY FEB 2025	\$180.16
		03/14/2025		420515131	ELECTRICITY FEB 2025	\$54,876.17
		03/14/2025		490515151	ELECTRICITY FEB 2025	\$5,772.99
		03/14/2025		110515143	ELECTRICITY FEB 2025	\$15.65
		03/14/2025		430515123	ELECTRICITY FEB 2025	\$25.08
				RNIA EDISON	Total Check Amount:	\$86,777.71
197547	EMERGENT, LLC	03/14/2025		475141471	RED HAT ENTRPRS	\$1,405.06
197347	LIVILINGLIVI, LLC	03/14/2023	33340	473141471	SERVR	\$1,403.00
		E	MERGEN	T, LLC	Total Check Amount:	\$1,405.06
197548	EMPLOYMENT DEVELOPMENT DEPT	03/14/2025	7464	110	616106806 030725 PR	\$100.00
		EMPLOYMEN	IT DEVELO	PMENT DEPT	Total Check Amount:	\$100.00
197549	EVAN'S GUN WORLD	03/14/2025	32333	110212131	RANGE FEES DEC 2025	\$1,600.00
		03/14/2025	32333	110212131	RANGE FEES FEB 2025	\$1,600.00
		03/14/2025	32333	110212131	RANGE FEES JAN 2025	\$1,600.00
		EVA	AN'S GUN	WORLD	Total Check Amount:	\$4,800.00
197550	FORENSIC NURSE SPECIALISTS, INC.	03/14/2025	23336	110212121	SART EXAM	\$1,500.00
		FORENSIC	NURSE SI	PECIALISTS, IN	C. Total Check Amount:	\$1,500.00
197551	G & G TROPHY CO.	03/14/2025	1709	110404424	YOUTH BSKTBALL MEDALS	\$499.10
		G	& G TROP	PHY CO.	Total Check Amount:	\$499.10
197552	GALVEZ QUALITY AUTO GLASS	03/14/2025	27010	480515161	WINDSHIELD REPAIR	\$345.00
		GALVEZ	QUALITY A	AUTO GLASS	Total Check Amount:	\$345.00
197553	YULIA GASIO	03/14/2025	33359	110404541	ONE TIME HONORARIUM	\$200.00
			YULIA G	ASIO	Total Check Amount:	\$200.00
197554	SUSAN YVETTE GONZALES	03/14/2025	32182	110404542	BEAUTIFUL25 WIG DESGN	\$1,655.00
		SUSAN	YVETTE (GONZALES	Total Check Amount:	\$1,655.00
197555	HYDROPRO SOLUTIONS	03/14/2025	31845	420515131	METERS	\$6,684.17
		HYDR	OPRO SO	LUTIONS	Total Check Amount:	\$6,684.17
197556	IMPERIAL CAR WASH	03/14/2025	30976	480515161	CARWASH FEB25	\$127.92
		IMP	PERIAL CA	R WASH	Total Check Amount:	\$127.92
197557	JR INNOVATIONS IN REFRIGERATION	03/14/2025	30974	490515151	FREEZER REPAIR	\$502.50
		JR INNOVA	TIONS IN F	REFRIGERATIO	N Total Check Amount:	\$502.50
197558	TATUM LANGDON	03/14/2025	32704	110404541	ARTGALLERY CONS SALES	\$55.38
		TA	TUM LAN	GDON	Total Check Amount:	\$55.38
197559	LINSCOTT, LAW & GREENSPAN ENGINEERS	03/14/2025	29408	110515171	TFC ENGG SVCS JAN25	\$14,892.00
	Literature	03/14/2025	29408	840141412	TFC ENGG SVCS NOV24	\$3,086.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197559	LINSCOTT, LAW & GREENSPAN	03/14/2025	29408	840141412	TFC ENGG SVCS NOV/DEC	\$4,316.00
	ENGINEERS	03/14/2025	29408	840141412	TFC ENGG SVCS OCT/NOV	\$2,216.00
		03/14/2025	29408	840141412	TFC ENGG SVCS DEC24	\$1,447.00
	LIN	SCOTT, LAW	& GREEN	SPAN ENGINEE	ERS Total Check Amount:	\$25,957.00
197560	LUNA REECE CERAMICS, INC.	03/14/2025	32687	110404541	ARTGALLERY CONS SALES	\$34.30
		LUNA R	REECE CEI	RAMICS, INC.	Total Check Amount:	\$34.30
197561	WILLIAM D. MADDEN	03/14/2025	32206	110323231	PLAN COMM MTG 2/25	\$50.00
		WI	LLIAM D. I	MADDEN	Total Check Amount:	\$50.00
197562	NEON ONE - ARTS PEOPLE	03/14/2025	31922	110404542	TICKET FEES FEB 2025	\$199.38
		03/14/2025	31922	110404542	TICKET FEES JAN 2025	\$2,003.76
		NEON	ONE - AR	TS PEOPLE	Total Check Amount:	\$2,203.14
197563	ORANGE COUNTY WINWATER WORKS	03/14/2025	28030	420515131	TOOLS	\$555.69
	0	RANGE COU	NTY WINN	ATER WORKS	Total Check Amount:	\$555.69
197564	ORACLE AMERICA, INC.	03/14/2025	33166	951000000	ILJAOC CLD SVCS FEB25	\$1,713.01
		ORA	CLE AME	RICA, INC.	Total Check Amount:	\$1,713.01
197565	ORIGINAL EQUIPMENT AUTO SUPPLY	03/14/2025	32413	480515161	BRAKE PADS	\$264.67
		ORIGINAL E	QUIPMENT	AUTO SUPPLY	Total Check Amount:	\$264.67
197566	P.L. HAWN COMPANY, INC.	03/14/2025	10742	490515151	HVAC FILTERS	\$2,557.54
		P.L. H	IAWN CON	IPANY, INC.	Total Check Amount:	\$2,557.54
197567	PALICON GROUP	03/14/2025	33132	110212111	BACKGROUND CHECK	\$1,950.00
		P	ALICON G	ROUP	Total Check Amount:	\$1,950.00
197568	PATRICK'S MUSIC SCHOOL	03/14/2025	31858	110404145	INTRO TO PIANO	\$59.40
		PATRI	CK'S MUSI	C SCHOOL	Total Check Amount:	\$59.40
197569	BLAKE SCOTT PEREZ	03/14/2025	32207	110323231	PLAN COMM MTG 2/25	\$50.00
		BLA	KE SCOT	T PEREZ	Total Check Amount:	\$50.00
197570	PERFORMANCE PIPELINE TECHNOLOGIES	03/14/2025	32450	430515123	SEWER CLEANING 2/6	\$1,700.00
	TECHNOLOGIES	03/14/2025	32450	430515123	SEWER CLEANING 2/27	\$3,625.00
	PE	RFORMANCE	PIPELINE	TECHNOLOGI	ES Total Check Amount:	\$5,325.00
197571	STEVE PINZON	03/14/2025	33360	110	ACCT REFUND	\$500.00
			STEVE PII	NZON	Total Check Amount:	\$500.00
197572	PREFERRED AERIAL & CRANE TECH., INC	03/14/2025	12958	480515161	MOBILE/OH/AERIAL INSP	\$1,075.00
	P	REFERRED	AERIAL &	CRANE TECH.,	INC Total Check Amount:	\$1,075.00
197573	SADDLEBACK COLLEGE	03/14/2025	26047	174222222	PM240 FIELD INTERNSHP	\$578.00
		SADD	LEBACK C	OLLEGE	Total Check Amount:	\$578.00
197574	MELANIE SCHLOTTERBECK	03/14/2025	27608	110323231	PLAN COMM MTG 2/25	\$50.00
		MELANI	E SCHLO	TERBECK	Total Check Amount:	\$50.00
197575	BEN SIEGEL	03/14/2025	33361	960000000	2/5 OCCMA DINNR REIMB	\$6,572.53

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			BEN SIE	GEL	Total Check Amount:	\$6,572.53
197576	SMITH POWERHOUSE INC.	03/14/2025	32400	480515161	GENERATOR REPAIR	\$953.28
		SMITH	POWERH	OUSE INC.	Total Check Amount:	\$953.28
197577	SOOTHING ESCAPE MASSAGE LLC	03/14/2025	31650	110404215	MASSAGE	\$476.50
		SOOTHING	ESCAPE N	ASSAGE LLC	Total Check Amount:	\$476.50
197578	SOOTHING ESCAPE MASSAGE LLC	03/14/2025	31650	110404215	MASSAGE	\$792.40
		SOOTHING	ESCAPE N	ASSAGE LLC	Total Check Amount:	\$792.40
197579	STATE FIRE TRAINING	03/14/2025	17013	110222231	INSP 1 TASK BOOK CERT	\$100.00
		STA	ATE FIRE 1	RAINING	Total Check Amount:	\$100.00
197580	STATE FIRE TRAINING	03/14/2025	17013	110222231	INSP 1 TASK BOOK CERT	\$100.00
		STA	ATE FIRE 1	RAINING	Total Check Amount:	\$100.00
197581	KRISTEN TAYLOR	03/14/2025	31077	110404541	ARTGALLERY CONS SALES	\$74.90
		Κ	RISTEN TA	YLOR	Total Check Amount:	\$74.90
197582	TURNOUT MAINTENANCE COMPANY, LLC	03/14/2025	19898	110222221	BRUSH COAT	\$32.33
	τι	IRNOUT MAIN	ITENANCE	COMPANY, LL	.C Total Check Amount:	\$32.33
197583	UNIFIRST CORPORATION	03/14/2025	27988	110212131	PD LAUNDRY SVCS 2/17	\$24.88
		03/14/2025	27988	110212131	PD LAUNDRY SVCS 2/24	\$24.88
		03/14/2025	27988	110212131	PD LAUNDRY SVCS 2/3	\$24.88
		03/14/2025	27988	110212131	PD LAUNDRY SVCS 2/10	\$24.88
		UNIFI	RST CORP	ORATION	Total Check Amount:	\$99.52
197584	CF UNITED LLC	03/14/2025	30700	480515161	CARWASH JANUARY 2025	\$584.80
			CF UNITE	D LLC	Total Check Amount:	\$584.80
197585	RIETJE VAN BRUNSCHOT	03/14/2025	32815	110404541	ONE-TIME HONORARIUM	\$100.00
		RIETJ	E VAN BRI	JNSCHOT	Total Check Amount:	\$100.00
197586	VERITIV OPERATING COMPANY	03/14/2025	26806	110141441	PAPER	\$1,806.69
		VERITIV (OPERATIN	G COMPANY	Total Check Amount:	\$1,806.69
197587	VERSATERM PUBLIC SAFETY US, INC.	03/14/2025	32931	110212111	25/26 SPIDR TECH S/W	\$16,964.00
		VERSATERI	M PUBLIC	SAFETY US, IN	C. Total Check Amount:	\$16,964.00
197588	VOHNE LICHE KENNELS, INC	03/14/2025	33035	110212131	MAINT TRAINING FEB25	\$500.00
		VOHNE	LICHE KE	NNELS, INC	Total Check Amount:	\$500.00
197589	XEROX CORPORATION	03/14/2025	3349	110141441	PRINT CHGS 0122-0220	\$810.05
		03/14/2025	3349	110141441	UDIRECTS MNT FEB25	\$158.83
		03/14/2025	3349	110141441	VR280STND FEB 2025	\$478.41
		03/14/2025	3349	110141441	VR280 USAGE FEB25	\$840.80
		XERO	OX CORPO	RATION	Total Check Amount:	\$2,288.09
197590	HANNAH YOKOO	03/14/2025	29328	110404541	ARTGALLERY CONS SALES	\$36.19
		Н	ANNAH YO	КОО	Total Check Amount:	\$36.19

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197591	YOUNGBLOOD & ASSOCIATES	03/14/2025	24905	110141481	POLYGRAPH JAN25	\$3,150.00
		YOUNGB	LOOD & A	SSOCIATES	Total Check Amount:	\$3,150.00
					Check Subtotal	\$204,389.94
V58501	ADMINISTRATIVE & PROF	03/14/2025	3344	110	4010 APEA MEMB 030725	\$552.00
		ADMI	NISTRATI	/E & PROF	Total Check Amount:	\$552.00
V58502	THE ADVANTAGE GROUP	03/14/2025	24539	110	808B FSADEPCAR 030725	\$2,659.21
		03/14/2025	24539	110	808C FSA URMED 030725	\$5,375.49
		THE A	DVANTAG	E GROUP	Total Check Amount:	\$8,034.70
V58503	ANNA CHAVEZ AGUSTIN	03/14/2025	31862	110404215	ZUMBA	\$480.00
		ANNA	CHAVEZ	AGUSTIN	Total Check Amount:	\$480.00
V58504	ROGER AIELLI	03/14/2025	31021	110404424	UMPIRE FEES 2/24/25	\$111.00
			ROGER A	IELLI	Total Check Amount:	\$111.00
V58505	LARRY ALANIS	03/14/2025	32661	110404424	UMPIRE FEES 3/3/25	\$111.00
			LARRY AL	.ANIS	Total Check Amount:	\$111.00
V58506	ANAHI LIZBETH KAWILI	03/14/2025	31484	110212111	IACP SFTY&WLLNSS CONF	\$69.00
		ANA	AHI LIZBET	TH KAWILI	Total Check Amount:	\$69.00
V58507	JUDY ALLEN	03/14/2025	20447	110404215	BODY PUMP/MAT PILATES	\$384.00
		03/14/2025	20447	110404215	PERSONAL TRAINER	\$460.50
			JUDY AL	LEN	Total Check Amount:	\$844.50
V58508	ALLSTAR FIRE EQUIPMENT	03/14/2025	8353	110222221	HELMETS	\$2,404.15
		03/14/2025	8353	110222221	SCBA REPAIR	\$62.93
		ALLST	AR FIRE E	QUIPMENT	Total Check Amount:	\$2,467.08
V58509	ALTA LANGUAGE SERVICES, INC	03/14/2025	25953	110141481	BILINGUAL TEST FEB25	\$58.00
		ALTA LAI	NGUAGE S	ERVICES, INC	Total Check Amount:	\$58.00
V58510	AMERICAN VETERAN LIGHTING, INC.	03/14/2025	31163	490515152	LED LIGHTING	\$5,053.04
		AMERICAN	VETERAN	I LIGHTING, INC	C. Total Check Amount:	\$5,053.04
V58511	AVCOGAS PROPANE SALES &	03/14/2025	22047	480515161	CREDIT	(\$192.20)
	SERVICES	03/14/2025	22047	480515161	PROPANE 34.7 GALS	\$96.10
		03/14/2025	22047	480515161	PROPANE 790.5 GALS	\$2,213.71
	A	VCOGAS PRO	PANE SA	LES & SERVICE	Total Check Amount:	\$2,117.61
V58512	ROBYN BAKER	03/14/2025	32891	110404215	CYCLE	\$96.00
		03/14/2025	32891	110404215	PERSONAL TRAINER	\$236.70
		ı	ROBYN BA	KER	Total Check Amount:	\$332.70
V58513	BEST LAWN MOWER SERVICE	03/14/2025	16230	480515161	OIL	\$368.03
		BEST LA	WN MOWE	R SERVICE	Total Check Amount:	\$368.03
V58514	BILL'S AUTO UPHOLSTERY	03/14/2025	10510	480515161	SEAT REPAIR	\$650.00
		BILL'S	AUTO UP	HOLSTERY	Total Check Amount:	\$650.00
V58515	BPSEA MEMORIAL FOUNDATION	03/14/2025	14990	110	4050 MEMORIAL 030725	\$115.50

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		BPSEA ME	MORIAL F	OUNDATION	Total Check Amount:	\$115.50
V58516	BRAVO ROOFING INC	03/14/2025	28437	490515151	ROOF REPAIR FS2	\$2,790.00
		03/14/2025	28437	490515151	ROOF REPAIR-OLINDA	\$2,640.00
		03/14/2025	28437	490515151	ROOF REPAIR SC	\$1,660.00
		BRA	AVO ROOF	FING INC	Total Check Amount:	\$7,090.00
V58517	BREA CITY EMPLOYEES ASSOCIATION	03/14/2025	3236	110	4005 BCEA MEMB 030725	\$792.00
	I.	BREA CITY E	MPLOYEE	S ASSOCIATIO	V Total Check Amount:	\$792.00
V58518	BREA FIREFIGHTERS ASSOCIATION	03/14/2025	3237	110	4016 ASSOCMEMB 030725	\$4,159.00
		BREA FIRE	FIGHTERS	SASSOCIATION	Total Check Amount:	\$4,159.00
V58519	BREA POLICE ASSOCIATION	03/14/2025	3769	110	4030 BPA REG 030725	\$3,550.00
		BREA F	POLICE AS	SOCIATION	Total Check Amount:	\$3,550.00
V58520	BREA POLICE ATHLETIC LEAGUE	03/14/2025	1068	110	5010 B.P.A.L. 030725	\$130.00
		BREA POL	LICE ATHL	ETIC LEAGUE	Total Check Amount:	\$130.00
V58521	BREA POLICE MANAGEMENT ASSOCIATION	03/14/2025	21189	110	4019 LDF MEMB 030725	\$57.00
	ASSOCIATION	03/14/2025	21189	110	4020 PMA MEMB 030725	\$162.50
	BRE	A POLICE M	ANAGEME	ENT ASSOCIATI	ON Total Check Amount:	\$219.50
V58522	KATHY A BREAUX	03/14/2025	5320	110404145	MASTERPIECES	\$109.50
		K	ATHY A B	REAUX	Total Check Amount:	\$109.50
V58523	BUTLER CHEMICALS, INC.	03/14/2025	6515	490515151	MONTHLY CHEM SER.	\$199.34
		BUTL	ER CHEM	ICALS, INC.	Total Check Amount:	\$199.34
V58524	MARIA ELENA CABRERA	03/14/2025	32813	110404215	ZUMBA	\$96.00
		MARIA	A ELENA (CABRERA	Total Check Amount:	\$96.00
V58525	CALIFORNIA DOMESTIC WATER CO	03/14/2025	3388	420515131	WTR CONSUMPTION FEB25	\$212,924.09
		CALIFORNI	A DOMES	TIC WATER CO	Total Check Amount:	\$212,924.09
V58526	CALIFORNIA FORENSIC PHLEBOTOMY INC.	03/14/2025	4488	110212131	PHLEB SVCS FEB 2025	\$1,395.00
	CA	LIFORNIA FO	ORENSIC I	PHLEBOTOMY	NC. Total Check Amount:	\$1,395.00
V58527	CANNINGS ACE HARDWARE	03/14/2025	15828	480515161	PLIERS -	\$77.90
		CANNIN	GS ACE H	ARDWARE	Total Check Amount:	\$77.90
V58528	JOSE JAVIER CANTORAN	03/14/2025	32738	110212111	ARIDE CLASS	\$46.00
		JOSE	JAVIER C	ANTORAN	Total Check Amount:	\$46.00
V58529	CHANDLER ASSET MANAGEMENT, INC.	03/14/2025	4375	875141424	INV MGMT SVCS FEB25	\$46.13
		03/14/2025	4375	930141424	INV MGMT SVCS FEB25	\$6,361.76
		03/14/2025	4375	902009100	INV MGMT SVCS FEB25	\$213.39
	C	CHANDLER A	SSET MAI	NAGEMENT, INC	C. Total Check Amount:	\$6,621.28
V58530	NANCY CHIU	03/14/2025	26344	110404541	ARTGALLERY CONS SALES	\$24.15
			NANCY	CHIU	Total Check Amount:	\$24.15
V58531	COLONIAL LIFE PROCESSING CENTER	03/14/2025	26071	110	CANCER INS FEB25	\$3,457.58

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58531	COLONIAL LIFE PROCESSING CENTER	03/14/2025	26071	110	HOSPITAL INS FEB25	\$791.82
		03/14/2025	26071	110	CRIT ILLNSS INS FEB25	\$1,503.22
		03/14/2025	26071	110	S/T DISAB INS FEB25	\$9,561.72
		03/14/2025	26071	110	ACCIDENT INS FEB25	\$4,734.44
		COLONIAL L	IFE PROCI	ESSING CENTE	R Total Check Amount:	\$20,048.78
V58532	THE CONNECTION CORPORATION	03/14/2025	31669	110404523	COUNSELING SVCS FEB25	\$3,330.00
		THE CONN	ECTION C	ORPORATION	Total Check Amount:	\$3,330.00
V58533	ROSANA ANGUIANO CORTEZ	03/14/2025	32994	110404541	ARTGALLERY CONS SALES	\$48.69
		ROSANA	ANGUIAN	IO CORTEZ	Total Check Amount:	\$48.69
V58534	DENALYN DAVID	03/14/2025	31642	110404215	YOGA	\$256.00
		E	DENALYN I	DAVID	Total Check Amount:	\$256.00
V58535	AMANDA DIAZ DBA PANACHE	03/14/2025	27402	110404541	ARTGALLERY CONS SALES	\$336.10
		AMANDA	DIAZ DB	A PANACHE	Total Check Amount:	\$336.10
V58536	MYRA DUVALL	03/14/2025	18083	110404215	YOGA	\$352.00
		_	MYRA DU	/ALL	Total Check Amount:	\$352.00
V58537	E.J. WARD INC	03/14/2025	11309	480515161	FUEL TERMINAL REPAIR	\$449.00
		03/14/2025	11309	480515161	FUEL HOSTING	\$2,338.00
			E.J. WAR	RD INC	Total Check Amount:	\$2,787.00
V58538	ELLEN E. SURREY	03/14/2025	32048	110404541	ARTGALLERY CONS SALES	\$55.69
		E	LLEN E. S	URREY	Total Check Amount:	\$55.69
V58539	ALYSSA RAE FELIPE	03/14/2025	32809	110404215	TRX/PURE STRENGTH	\$268.80
		03/14/2025	32809	110404215	PERSONAL TRAINER	\$718.20
		AL	YSSA RAE	FELIPE	Total Check Amount:	\$987.00
V58540	FIDELITY SECURITY LIFE INSURANCE	03/14/2025	23035	110	9827288 VISION MAR25	\$3,139.91
		FIDELITY S	ECURITY I	LIFE INSURANC	E Total Check Amount:	\$3,139.91
V58541	FLAGSHIP DESIGN GROUP, INC.	03/14/2025	32818	110404424	YOUTH SOCCER SHIRTS	\$573.71
		FLAGSH	IP DESIGN	I GROUP, INC.	Total Check Amount:	\$573.71
V58542	FLEET SERVICES	03/14/2025	5658	480515161	AIR BRAKE PARTS	\$1,266.66
		03/14/2025	5658	480515161	EMISSION TEST	\$109.80
		F	LEET SER	RVICES	Total Check Amount:	\$1,376.46
V58543	FUN WITH HORSES	03/14/2025	15171	110404145	HORSE FUN	\$150.00
		FU	IN WITH H	ORSES	Total Check Amount:	\$150.00
V58544	GALLS/QUARTERMASTER	03/14/2025		110212111	UNIFORM	\$125.77
		GALLS	/QUARTE	RMASTER	Total Check Amount:	\$125.77
V58545	MELISSA GIFFORD	03/14/2025	10645	110404215	TRX STRONG/B.STRENGTH	\$224.00
		M	ELISSA GI	FFORD	Total Check Amount:	\$224.00

Check						
#	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58546	DOMINIC JAMES GIORDANO	03/14/2025	32560	110404541	ARTGALLERY CONS SALES	\$84.00
		DOMINI	C JAMES	GIORDANO	Total Check Amount:	\$84.00
V58547	MARY M. GRAHAM	03/14/2025	31478	110404215	R&R/YOGA	\$288.00
		03/14/2025	31478	110404521	YOGA SUBSTITUTE	\$32.00
		MA	ARY M. GR	AHAM	Total Check Amount:	\$320.00
V58548	GRAINGER	03/14/2025	13634	420515131	TOOLS	\$322.30
			GRAING	ER	Total Check Amount:	\$322.30
V58549	GABRIEL HANNAH	03/14/2025	17533	110404424	UMPIRE FEES 3/3/25	\$111.00
		GA	ABRIEL HA	NNAH	Total Check Amount:	\$111.00
V58550	KAYLEE RENEE HAWLEY	03/14/2025	32561	110404541	ARTGALLERY CONS SALES	\$189.80
		KAYLI	EE RENEE	HAWLEY	Total Check Amount:	\$189.80
V58551	MONA HERNANDEZ	03/14/2025	23114	110404215	MASSAGE	\$907.60
		МО	NA HERNA	ANDEZ	Total Check Amount:	\$907.60
V58552	HI SIGN	03/14/2025	4693	490515151	FIRE WINDOW LETTERING	\$284.26
			HI SIG	€N	Total Check Amount:	\$284.26
V58553	INLAND ROUNDBALL OFFICIALS INC.	03/14/2025	31906	110404424	REFEREE FEES 2/27-3/4	\$1,340.00
		03/14/2025	31906	110404424	REFEREE FEE 2/20-2/25	\$1,340.00
		INLAND RO	UNDBALL	OFFICIALS INC	C. Total Check Amount:	\$2,680.00
			· · · · · · · · · · · · · · · · · · ·	0	rotal Gliook / tillouliti	Ψ2,000.00
V58554	IRV SEAVER MOTORCYCLES	03/14/2025		480515161	TIRE	\$316.03
V58554	IRV SEAVER MOTORCYCLES		18586			
V58554 V58555	IRV SEAVER MOTORCYCLES SARA JACKSON		18586 VER MOT	480515161	TIRE	\$316.03
		IRV SEA 03/14/2025	18586 VER MOT	480515161 ORCYCLES 110404215	TIRE Total Check Amount:	\$316.03 \$316.03
		IRV SEA 03/14/2025	18586 VER MOTO 31840 ARA JACK	480515161 ORCYCLES 110404215	TIRE Total Check Amount: BOBY PUMP	\$316.03 \$316.03 \$320.00
V58555	SARA JACKSON	IRV SEA 03/14/2025 S	18586 VER MOTO 31840 CARA JACK 32626	480515161 ORCYCLES 110404215 (SON	TIRE Total Check Amount: BOBY PUMP Total Check Amount:	\$316.03 \$316.03 \$320.00 \$320.00
V58555	SARA JACKSON	IRV SEA 03/14/2025 S 03/14/2025	18586 VER MOTO 31840 CARA JACK 32626 32626	480515161 ORCYCLES 110404215 (SON 480515161	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71
V58555	SARA JACKSON	03/14/2025 S 03/14/2025 03/14/2025 03/14/2025	18586 VER MOTO 31840 6ARA JACH 32626 32626 32626	480515161 DRCYCLES 110404215 (SON 480515161 490515151	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73
V58555	SARA JACKSON	03/14/2025 S 03/14/2025 03/14/2025 03/14/2025	18586 VER MOTO 31840 CARA JACK 32626 32626 32626 32626	480515161 ORCYCLES 110404215 (SON 480515161 490515161 480515161	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73)
V58555 V58556	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA	IRV SEA 03/14/2025 S 03/14/2025 03/14/2025 JACKSON 03/14/2025	18586 VER MOTO 31840 CARA JACK 32626 32626 32626 32626	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount:	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71
V58555 V58556	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA	IRV SEA 03/14/2025 S 03/14/2025 03/14/2025 JACKSON 03/14/2025	18586 VER MOTO 31840 32626 32626 32626 32626 'S AUTO S 28025 MELA JOH	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00
V58555 V58556 V58557	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON	03/14/2025 03/14/2025 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAI 03/14/2025	18586 VER MOTO 31840 32626 32626 32626 32626 'S AUTO S 28025 MELA JOH	480515161 DRCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount:	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00
V58555 V58556 V58557	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON	03/14/2025 03/14/2025 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAI 03/14/2025	18586 VER MOTO 31840 ARA JACH 32626 32626 32626 'S AUTO S 28025 MELA JOH 22868 KRISTI L I	480515161 DRCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00
V58555 V58556 V58557 V58558	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON KRISTI L KANEL	03/14/2025 03/14/2025 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAI 03/14/2025	18586 VER MOTO 31840 ARA JACK 32626 32626 32626 'S AUTO S 28025 MELA JOH 22868 KRISTI L K 22439	480515161 ORCYCLES 110404215 (SON 480515161 490515161 480515161 UPPLY/NAPA 110404215 NSTON 110404215 (ANEL	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA Total Check Amount:	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00 \$384.00
V58555 V58556 V58557 V58558	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON KRISTI L KANEL	03/14/2025 03/14/2025 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAII 03/14/2025	18586 VER MOTO 31840 6ARA JACH 32626 32626 32626 28025 MELA JOH 22868 KRISTI L H 22439 22439	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215 (ANEL 470141483	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA Total Check Amount: 2025 WORKERS' COMP #2	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00 \$384.00 \$11,844.91
V58555 V58556 V58557 V58558	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON KRISTI L KANEL	IRV SEA 03/14/2025 S 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAN 03/14/2025 03/14/2025 03/14/2025 03/14/2025	18586 VER MOTO 31840 6ARA JACH 32626 32626 32626 28025 MELA JOH 22868 KRISTI L H 22439 22439	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215 (ANEL 470141483 470141483	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA Total Check Amount: 2025 WORKERS' COMP #2 2025 WORKERS' COMP #1	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00 \$384.00 \$11,844.91 \$19,344.91
V58555 V58556 V58557 V58558	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON KRISTI L KANEL	IRV SEA 03/14/2025 S 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAN 03/14/2025 03/14/2025 03/14/2025 03/14/2025	18586 VER MOTO 31840 ARA JACK 32626 32626 32626 28025 MELA JOH 22868 KRISTI L K 22439 22439 22439	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215 (ANEL 470141483 470141483	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA Total Check Amount: 2025 WORKERS' COMP #2 2025 WORKERS' COMP #1 2025 WORKERS' COMP #3	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00 \$384.00 \$11,844.91 \$19,344.91
V58555 V58556 V58557 V58558 V58559	SARA JACKSON JACKSON'S AUTO SUPPLY/NAPA PAMELA JOHNSTON KRISTI L KANEL KEENAN & ASSOCIATES	IRV SEA 03/14/2025 S 03/14/2025 03/14/2025 JACKSON 03/14/2025 PAN 03/14/2025 03/14/2025 03/14/2025 03/14/2025 03/14/2025 KEEN 03/14/2025	18586 VER MOTO 31840 32626 32626 32626 32626 'S AUTO S 28025 MELA JOH 22868 KRISTI L F 22439 22439 22439 31267	480515161 ORCYCLES 110404215 (SON 480515161 490515151 480515161 UPPLY/NAPA 110404215 NSTON 110404215 (ANEL 470141483 470141483 470141483	TIRE Total Check Amount: BOBY PUMP Total Check Amount: AUTO SUPPLIES-FEB2025 JAN2025 ADJ JAN2025 ADJ Total Check Amount: HIIT DANCE Total Check Amount: SILVER SNKRS/ZUMBA Total Check Amount: 2025 WORKERS' COMP #2 2025 WORKERS' COMP #1 Total Check Amount:	\$316.03 \$316.03 \$320.00 \$320.00 \$2,662.71 \$32.73 (\$32.73) \$2,662.71 \$384.00 \$384.00 \$384.00 \$11,844.91 \$19,344.91 \$11,844.91 \$11,844.91

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58561	MAHNAZ KOHSARI	03/14/2025	12368	475141471	MILEAGE FEBRUARY 2025	\$2.10
		MA	AHNAZ KO	HSARI	Total Check Amount:	\$6.02
V58562	KREUZER CONSULTING GROUP	03/14/2025	22072	110000000	PLAN CHECK SVCS SEP24	\$720.50
		03/14/2025	22072	84051517P	PLAN CHECK SVCS SEP24	\$3,289.50
		KREUZER	CONSULT	ING GROUP	Total Check Amount:	\$4,010.00
V58563	L.N. CURTIS & SONS	03/14/2025	1053	110222231	UNIFORM	\$184.16
		03/14/2025	1053	174222225	UNIFORM	\$177.99
		L.	N. CURTIS	& SONS	Total Check Amount:	\$362.15
V58564	FRANCESCO LA TORRE	03/14/2025	24398	110404521	MILEAGE FEBRUARY 2025	\$168.00
		FRAN	ICESCO LA	A TORRE	Total Check Amount:	\$168.00
V58565	DOLLY LAI	03/14/2025	18084	110404215	YOGA	\$128.00
			DOLLY	LAI	Total Check Amount:	\$128.00
V58566	CHRISTINA LEONETTE	03/14/2025	28711	110404541	ARTGALLERY CONS SALES	\$56.00
		CHF	RISTINA LE	ONETTE	Total Check Amount:	\$56.00
V58567	LHO SAN DIEGO ONE LESSEE, INC	03/14/2025	33227	110212111	DEPOSIT 3-SPRING EVNT	\$6,881.63
		LHO SAN	DIEGO ON	IE LESSEE, INC	Total Check Amount:	\$6,881.63
V58568	BERRY LIANG	03/14/2025	25640	110404215	CYCLE	\$128.00
		03/14/2025	25640	110404215	PERSONAL TRAINER	\$117.00
			BERRY LI	ANG	Total Check Amount:	\$245.00
V58569	LIBERTY PAINTING & RESTORATION, INC	03/14/2025	25899	490515151	FS2 WATER DAMAGE RPR	\$2,850.00
		LIBERTY PAI	NTING & R	ESTORATION,	INC Total Check Amount:	\$2,850.00
V58570	LIFE-ASSIST, INC.	03/14/2025	10530	174222225	PM SUPPLIES FS2	\$3,678.40
		03/14/2025	10530	174222222	PM SUPPLIES FS1	\$713.66
		03/14/2025	10530	174222222	PM SUPPLIES FS2	\$877.68
		03/14/2025	10530	174222222	PM SUPPLIES FS3	\$2,713.13
			LIFE-ASSI	IST, INC.	Total Check Amount:	\$7,982.87
V58571	LINEGEAR	03/14/2025	23894	110222221	BOOTS	\$354.50
			LINEGE	AR	Total Check Amount:	\$354.50
V58572	TANYA LOSCUTOFF	03/14/2025	22092	110404215	PERSONAL TRAINER	\$678.30
		03/14/2025	22092	110404215	TRX/SUPER SCULPT	\$128.00
		TAI	NYA LOSC	UTOFF	Total Check Amount:	\$806.30
V58573	ANDREA MCGRANAHAN	03/14/2025	26046	110404215	PERSONAL TRAINER	\$94.20
		03/14/2025	26046	110404215	TRX/BARRE/CYCLE/ZUMBA	\$1,248.00
		ANDRI	EA MCGRA	NAHAN	Total Check Amount:	\$1,342.20
V58574	MINNESOTA LIFE INSURANCE COMPANY	03/14/2025	30640	110	34730 LIFE INS MAR25	\$6,974.40
	ı	MINNESOTA L	IFE INSUR	ANCE COMPAN	Y Total Check Amount:	\$6,974.40

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58575	JENNIFER MONZON-SCROFINI	03/14/2025	20158	110404215	TRX/BARRE/HIIT KCKBXN	\$512.00
		JENNIFE	R MONZO	N-SCROFINI	Total Check Amount:	\$512.00
V58576	NATASHA MOORE	03/14/2025	10711	110404215	BODY PUMP	\$320.00
		N.A	ATASHA M	OORE	Total Check Amount:	\$320.00
V58577	MUNICIPAL DENTAL POOL	03/14/2025	30638	110	DELTA DENTL MAR 2025	\$17,777.89
		MUNIC	CIPAL DEN	TAL POOL	Total Check Amount:	\$17,777.89
V58578	NORDIC FOX DESIGN CO., LLC	03/14/2025	28087	110404541	ARTGALLERY CONS SALES	\$58.59
		NORDIO	C FOX DES	SIGN CO., LLC	Total Check Amount:	\$58.59
V58579	JANET NORSETTER	03/14/2025	26021	110404215	SILVER SNEAKERS	\$240.00
		JA	NET NORS	SETTER	Total Check Amount:	\$240.00
V58580	JOSHUA STEVE ORDONEZ	03/14/2025	32406	110212111	ARIDE CLASS	\$46.00
		JOSHU	IA STEVE	ORDONEZ	Total Check Amount:	\$46.00
V58581	SCARLET PENALOZA	03/14/2025	27890	110404541	ARTGALLERY CONS SALES	\$26.60
		SCA	RLET PEN	NALOZA	Total Check Amount:	\$26.60
V58582	IRACEMA PERDOMO	03/14/2025	14135	110404215	CYCLE	\$64.00
		IRA	CEMA PER	RDOMO	Total Check Amount:	\$64.00
V58583	PHISHINGBOX, LLC	03/14/2025	30676	475141471	24/25 LICENSE RENEWAL	\$5,323.30
		PI	Total Check Amount:	\$5,323.30		
V58584	KATHERINE A. PROHOROFF	03/14/2025	32414	110404215	BODY PUMP	\$30.00
		KATHE	RINE A. PI	ROHOROFF	Total Check Amount:	\$30.00
V58585	KAYLA RABJOHNS	03/14/2025	28472	110404215	CIRCUIT TRNG	\$128.00
		KA	YLA RAB.	JOHNS	Total Check Amount:	\$128.00
V58586	RICHARDS, WATSON & GERSHON	03/14/2025	8978	840141412	0116 REIMB WORK DEC24	\$811.00
		03/14/2025	8978	480515161	0202 SCHWRZ/DEF DEC24	\$1,439.65
		03/14/2025	8978	280323215	0116 REIMB WORK DEC24	\$2,511.50
		RICHARDS	, WATSON	I & GERSHON	Total Check Amount:	\$4,762.15
V58587	RUSSELL SIGLER INC.	03/14/2025	21638	490515151	FIRE HVAC PART	\$36.64
		03/14/2025	21638	490515151	HVAC PART	\$25.26
		RU	SSELL SIG	GLER INC.	Total Check Amount:	\$61.90
V58588	BEVERLY SALAS	03/14/2025	32814	110404541	ARTGALLERY CONS SALES	\$38.89
		В	EVERLY S	SALAS	Total Check Amount:	\$38.89
V58589	CLYDE J. SAN JUAN	03/14/2025	33113	110404145	ACRYLC/WTRCLR PAINTNG	\$184.00
		CI	LYDE J. SA	AN JUAN	Total Check Amount:	\$184.00
V58590	SC FUELS	03/14/2025	16654	480515161	UNL ETH 3950.3 GALS	\$15,682.27
			SC FUE	LS	Total Check Amount:	\$15,682.27
V58591	SHAMBHALA MARTIAL ARTS INC	03/14/2025	28430	110404145	TAE KWON DO	\$65.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		SHAMBHA	LA MARTI	AL ARTS INC	Total Check Amount:	\$65.00
V58592	ISMAEL O SILVA	03/14/2025	24370	110404215	ZUMBA	\$96.00
			ISMAEL O	SILVA	Total Check Amount:	\$96.00
V58593	DONNA SMITH	03/14/2025	26136	110404145	WSTRN DNC/BLLRM/SWING	\$1,425.97
			DONNA SI	ИІТН	Total Check Amount:	\$1,425.97
V58594	SPECTRUM GAS PRODUCTS, INC.	03/14/2025	16060	174222222	OXYGEN	\$110.65
		03/14/2025	16060	110222221	OX CYLINDERS	\$57.00
		03/14/2025	16060	174222225	OX CYLINDERS/OXYGEN	\$694.05
		SPECTRU	M GAS PR	ODUCTS, INC.	Total Check Amount:	\$861.70
V58595	STOTZ EQUIPMENT	03/14/2025	24388	480515161	DIGGER BLADES	\$802.51
		03/14/2025	24388	480515161	SDI PESTICIDE SPRAYER	\$13,424.57
		ST	OTZ EQUII	PMENT	Total Check Amount:	\$14,227.08
V58596	SUPERIOR ALARM SYSTEMS	03/14/2025	11074	490515151	ALARM MONITORING FS2	\$540.00
		SUPERIO	OR ALARM	SYSTEMS	Total Check Amount:	\$540.00
V58597	SUMMER SUZANNE TEAL	03/14/2025	33177	110404541	ARTGALLERY CONS SALES	\$626.23
		SUMM	ER SUZAN	NE TEAL	Total Check Amount:	\$626.23
V58598	TENNIS ANYONE ACADEMY	03/14/2025	12688	110404145	TENNIS LESSONS	\$1,466.28
		TENNIS	ANYONE	ACADEMY	Total Check Amount:	\$1,466.28
V58599	THOMSON REUTERS - WEST	03/14/2025	22020	110111112	431851 LGL/RWG DEC24	\$270.45
		03/14/2025	22020	110212121	CLR LAW ENF+ENT FEB25	\$590.88
		03/14/2025	22020	110111112	CREDIT	(\$33.36)
		THOMS	ON REUTE	RS - WEST	Total Check Amount:	\$827.97
V58600	TRUEPOINT SOLUTIONS, LLC	03/14/2025	32694	110323241	ACCELA SUPPORT DEC24	\$10,353.75
		03/14/2025	32694	110323241	ACCELA SUPPORT SEPT24	\$1,320.00
		03/14/2025	32694	110323241	ACCELA SUPPORT JAN25	\$5,981.25
		TRUEP	OINT SOLU	ITIONS, LLC	Total Check Amount:	\$17,655.00
V58601	LETICIA TRUJILLO	03/14/2025	22054	110404215	BODYPUMP/SS/ZUMBA	\$90.00
		L	ETICIA TR	UJILLO	Total Check Amount:	\$90.00
V58602	EDEN TURNER	03/14/2025	21951	110404215	BODY PUMP	\$160.00
			EDEN TUR	NER	Total Check Amount:	\$160.00
V58603	JORDAN TYSON	03/14/2025	27893	110404541	ARTGALLERY CONS SALES	\$164.03
		J	IORDAN TY	SON	Total Check Amount:	\$164.03
V58604	UL LLC	03/14/2025	13323	480515161	AERIAL INSP	\$2,175.00
			UL LL	С	Total Check Amount:	\$2,175.00
V58605	NATASHA UMRIGAR-MOLLA	03/14/2025	32097	110404215	YOGA	\$128.00
		NATASE	HA UMRIGA	AR-MOLLA	Total Check Amount:	\$128.00
V58606	UNICORN METALS	03/14/2025	17181	480515161	METAL STOCK	\$10.83

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		UI	NICORN MI	ETALS	Total Check Amount:	\$10.83
V58607	URBAN HABITAT	03/14/2025	32833	510707978	AROV MOD PP#9 JAN25	\$279,446.97
		U	IRBAN HAI	BITAT	Total Check Amount:	\$279,446.97
V58608	US BANK XX0338 CITY MGR	03/14/2025	24704	110	CALCARD- MGMTSV-022425	\$37.99
		03/14/2025	24704	110111111	CALCARD- MGMTSV-022425	\$2,378.65
		03/14/2025	24704	110111143	CALCARD- MGMTSV-022425	\$3,525.14
		US BA	NK XX033	8 CITY MGR	Total Check Amount:	\$5,941.78
V58609	US BANK XX0312 HR	03/14/2025	24776	110141481	CALCARD-HR 022425	\$1,157.30
		03/14/2025	24776	470141483	CALCARD-HR 022425	\$425.58
		US	BANK XX	(0312 HR	Total Check Amount:	\$1,582.88
V58612	US BANK XX0593 COMM SVC	03/14/2025	24777	110	JE-CALCARD-022425	\$457.00
		03/14/2025	24777	110404215	AC-CALCARD-022425	\$736.01
		03/14/2025	24777	110404424	TV-CALCARD-022425	\$95.95
		03/14/2025	24777	110404425	AU-CALCARD-022425	\$24.94
		03/14/2025	24777	110404425	SS-CALCARD-022425	\$256.83
		03/14/2025	24777	110404429	MM-CALCARD-022425	\$646.96
		03/14/2025	24777	110404521	RM-CALCARD-022425	\$366.33
		03/14/2025	24777	110404541	HE-CALCARD-022425	\$937.81
		03/14/2025	24777	110404211	AC-CALCARD-022425	\$55.44
		03/14/2025	24777	110404217	JS-CALCARD-022425	\$91.59
		03/14/2025	24777	110404311	CH-CALCARD-022425	\$1,129.31
		03/14/2025	24777	110404311	KS-CALCARD-022425	\$994.00
		03/14/2025	24777	110404542	EF-CALCARD-022425	\$1,303.65
		03/14/2025	24777	110404211	HE-CALCARD-022425	\$679.81
		03/14/2025	24777	110404211	LN-CALCARD-022425	\$78.76
		03/14/2025	24777	110404211	NA-CALCARD-022425	\$96.90
		03/14/2025	24777	110404215	CALCARDS-022425 S.TAX	\$41.85
		03/14/2025	24777	110404523	JE-CALCARD-022425	\$684.55
		03/14/2025	24777	110404541	KC-CALCARD-022425	\$2,007.63
		03/14/2025	24777	110404311	LN-CALCARD-022425	\$1,758.12
		03/14/2025	24777	110404521	AM-CALCARD-022425	\$882.68
		03/14/2025	24777	110404521	FL-CALCARD-022425	\$2,721.17
		03/14/2025	24777	110404523	VU-CALCARD-022425	\$53.24
		03/14/2025	24777	110404541	KC-CALCARD CREDIT	(\$53.78)
		03/14/2025	24777	110404542	CALCARDS-022425 S.TAX	\$11.40
		03/14/2025	24777	110404542	CH-CALCARD-022425	\$102.34

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58612	US BANK XX0593 COMM SVC	03/14/2025	24777	110404542	HH-CALCARD-022425	\$752.31
7000.2	20 27 11 11 70 10000 00 11 11 11 10 10	03/14/2025		110404542	KK-CALCARD-022425	\$4,553.96
		03/14/2025		110	CALCARDS-022425 S.TAX	(\$53.25)
		03/14/2025		110404215	AU-CALCARD-022425	\$230.34
		03/14/2025	24777	110404215	DA-CALCARD-022425	\$1,671.16
		03/14/2025	24777	110404429	JS-CALCARD-022425	\$74.85
		03/14/2025	24777	110404521	TT-CALCARD-022425	\$711.53
		03/14/2025	24777	110404542	KH-CALCARD-022425	\$845.41
		US BAN	IK XX0593	COMM SVC	Total Check Amount:	\$24,946.80
V58613	US BANK XX0502 COMM & MKTG	03/14/2025	24778	110111152	CALCARDS-0225DF	\$402.49
		03/14/2025	24778	110111153	CALCARDS-0225AEM	\$160.55
		03/14/2025	24778	110111151	CALCARDS-0225LP	\$270.96
		03/14/2025	24778	110111152	CALCARDS-0225AEM	\$1,012.67
		03/14/2025	24778	110111161	CALCARDS-0225AEM	\$20.46
		03/14/2025	24778	110323214	CALCARDS-0225RS	\$65.73
		03/14/2025	24778	110111152	CALCARDS-0225LP	\$119.40
		03/14/2025	24778	110111151	CALCARDS-0225AEM	\$22.67
		US BANK	XX0502 C	OMM & MKTG	Total Check Amount:	\$2,074.93
V58614	US BANK XX0353 COMM DEV	03/14/2025	24779	110323214	CALCARD COMDEV 022425	\$513.92
		03/14/2025	24779	110323241	CALCARD COMDEV 022425	\$80.36
		03/14/2025	24779	110323231	CALCARD COMDEV 022425	\$337.95
		03/14/2025	24779	110323212	CALCARD COMDEV 022425	\$193.40
		US BAN	IK XX0353	COMM DEV	Total Check Amount:	\$1,125.63
V58615	US BANK XX0270 ADMIN SVCS	03/14/2025	24781	110	CALCARDS-022424 S.TAX	(\$34.15)
		03/14/2025		110	CALCARDS-ADMIN 022425	\$17.98
		03/14/2025	24781	110111143	CALCARDS-ADMIN 022425	\$640.96
		03/14/2025	24781	110111161	CALCARDS-022424 S.TAX	\$34.15
		03/14/2025	24781	110111161	CALCARDS-FIRE 022425	\$1,507.32
		03/14/2025	24781	110141414	CALCARDS-ADMIN 022425	\$60.00
		03/14/2025	24781	110141431	CALCARDS-ADMIN 022425	\$1,758.12
		03/14/2025	24781	110141441	CALCARDS-ADMIN 022425	\$46.56
		03/14/2025		110141411	CALCARDS-ADMIN 022425	\$118.97
\				ADMIN SVCS	Total Check Amount:	\$4,149.91
V58617	US BANK XX0650 FIRE	03/14/2025		110222211	CALCARDS-FIRE 022425	\$414.93
		03/14/2025		110222213	CALCARDS-FIRE 022425	\$186.02
		03/14/2025		174222225	CALCARDS-FIRE 022425	\$1,248.85
		03/14/2025	24782	110222231	CALCARDS-FIRE 022425	\$303.26

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58617	US BANK XX0650 FIRE	03/14/2025	24782	174222222	CALCARDS-FIRE 022425	\$1,502.00
		03/14/2025	24782	174222225	CALCARDS-FIRE S.TAX	\$0.39
		03/14/2025	24782	110	CALCARDS-FIRE S.TAX	(\$37.94)
		03/14/2025	24782	174	CALCARDS-FIRE S.TAX	(\$0.39)
		03/14/2025	24782	110222221	CALCARDS-FIRE 022425	\$6,230.79
		03/14/2025	24782	110222221	CALCARDS-FIRE S.TAX	\$37.94
		03/14/2025	24782	110222223	CALCARDS-FIRE 022425	\$1,705.80
		us	BANK XX	0650 FIRE	Total Check Amount:	\$11,591.65
V58618	US BANK XX0346 IT	03/14/2025	24783	280323215	CALCARDS-IT 022425	\$25.00
		03/14/2025	24783	475141471	CALCARDS-IT 022425	\$582.83
		03/14/2025	24783	865111143	CALCARDS-IT 022425	\$29.98
		03/14/2025	24783	110222223	CALCARDS-IT 022425	\$29.98
		03/14/2025	24783	110515125	CALCARDS-IT 022425	\$303.51
		03/14/2025	24783	460141474	CALCARDS-IT 022425	\$1,107.72
		U	S BANK X	X0346 IT	Total Check Amount:	\$2,079.02
V58620	US BANK XX0221 PW	03/14/2025	24784	110212121	CALCARDS-PW022425	\$108.12
		03/14/2025	24784	110515111	CALCARDS-PW022425	\$26.06
		03/14/2025	24784	110515144	CALCARDS-PW022425	\$311.54
		03/14/2025	24784	420515131	CALCARDS-PW022425	\$1,052.10
		03/14/2025	24784	480515161	CALCARDS-PW S.TAX	\$10.54
		03/14/2025	24784	490515151	CALCARDS-PW022425	\$2,046.97
		03/14/2025	24784	110515121	CALCARDS-PW022425	\$768.92
		03/14/2025	24784	110515141	CALCARDS-PW022425	\$450.88
		03/14/2025	24784	480515161	CALCARDS-PW022425	\$3,169.67
		03/14/2025	24784	110141481	CALCARDS-PW022425	\$77.93
		03/14/2025	24784	110222221	CALCARDS-PW022425	\$64.09
		03/14/2025	24784	110515125	CALCARDS-PW022425	\$6,688.57
		03/14/2025	24784	410515124	CALCARDS-PW022425	\$201.74
		03/14/2025	24784	430515123	CALCARDS-PW022425	\$479.34
		03/14/2025	24784	480	CALCARDS-PW S.TAX	(\$10.54)
		03/14/2025	24784	360515145	CALCARDS-PW022425	\$195.75
		US	BANK XX	0221 PW	Total Check Amount:	\$15,641.68
V58622	US BANK XX0544 POLICE	03/14/2025	24785	110212131	CALCARDS-022425 S.TAX	\$0.92
		03/14/2025	24785	110	CALCARDS-022425 S.TAX	(\$49.36)
		03/14/2025	24785	110212111	CALCARDS-022425 S.TAX	\$48.44
		03/14/2025	24785	110212132	CALCARDS-022425 POL	\$1,050.00
		03/14/2025	24785	110212111	CALCARDS-022425 POL	\$10,803.03

City Disbursement Register
Between Mar 10, 2025 12:00 AM and Mar 14, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58622	US BANK XX0544 POLICE	03/14/2025	24785	110212122	CALCARDS-022425 POL	\$151.85
		03/14/2025	24785	110212133	CALCARDS-022425 POL	\$735.20
		03/14/2025	24785	110212121	CALCARDS-022425 POL	\$2,388.55
		03/14/2025	24785	110212131	CALCARDS-022425 POL	\$4,388.88
		03/14/2025	24785	110212133	CALCARD CORRX 012225	\$0.00
		03/14/2025	24785	110212134	CALCARDS-022425 POL	\$8,568.56
		03/14/2025	24785	234212143	CALCARDS-022425 POL	\$2,354.31
		03/14/2025	24785	480515161	CALCARDS-022425 POL	\$919.80
		US B	ANK XX05	44 POLICE	Total Check Amount:	\$31,360.18
V58623	US BANK XX3401 PW- ADMIN	03/14/2025	24786	420515171	CALCARDS-PWADM 022425	\$1,015.00
		03/14/2025	24786	430515123	CALCARDS-PWADM 022425	\$513.00
		03/14/2025	24786	440515122	CALCARDS-PWADM 022425	\$520.00
		03/14/2025	24786	110515111	CALCARDS-PWADM 022425	\$28.97
		03/14/2025	24786	110515171	CALCARDS-PWADM 022425	\$144.00
		03/14/2025	24786	430515171	CALCARDS-PWADM 022425	\$1,015.00
		US BAI	NK XX340	1 PW- ADMIN	Total Check Amount:	\$3,235.97
V58624	JUANA VENTURA	03/14/2025	17752	110404215	CYCLE	\$90.00
		J	UANA VEN	TURA	Total Check Amount:	\$90.00
V58625	WAXIE SANITARY SUPPLY	03/14/2025	3332	110515125	JANITORIAL SUPPLIES	\$1,074.06
		03/14/2025	3332	490515151	JANITORIAL SUPPLIES	\$3,168.89
		WAXIE	SANITAR	Y SUPPLY	Total Check Amount:	\$4,242.95
V58626	WEST COAST SAND & GRAVEL, INC.	03/14/2025	11519	420515131	SAND	\$1,627.06
		WEST COA	ST SAND	& GRAVEL, INC	Total Check Amount:	\$1,627.06
V58627	WEST GROVE VOLLEYBALL, LLC	03/14/2025	32196	110404145	VOLLEYBALL	\$343.20
		WEST GR	OVE VOLL	EYBALL, LLC	Total Check Amount:	\$343.20
V58628	WESTERN GOLF PROPERTIES, LLC	03/14/2025	29071	465000000	BIRCH HLLS TIPS FEB25	\$4,946.77
		03/14/2025	29071	465000000	BREA CREEK S/TX FEB25	\$713.50
		03/14/2025	29071	465515149	BIRCH HLLS MGMT FEB25	\$155,567.33
		03/14/2025	29071	465515149	BREA CREEK CGS FEB25	\$4,989.54
		03/14/2025	29071	465515149	BREA CREEK MGMT FEB25	\$63,954.00
		03/14/2025	29071	465000000	BIRCH HLLS S/TX FEB25	\$3,061.48
		03/14/2025	29071	465515149	BIRCH HLLS CGS FEB25	\$16,338.93
		WESTERN	GOLF PRO	PERTIES, LLC	Total Check Amount:	\$249,571.55
	REBECCA YOUNT	03/14/2025	24472	110404215	SILVER SNEAKERS	\$259.00

Between Mar 10, 2025 12:00 AM and Mar 14, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		RI	EBECCA Y	OUNT	Total Check Amount:	\$259.00
V58630	ZOLL MEDICAL CORPORATION	03/14/2025	23538	174222222	LIFEBAND/AUTOPULSE	\$1,380.13
		ZOLL ME	DICAL CO	RPORATION	Total Check Amount:	\$1,380.13
					Voucher Subtotal	\$1,103,264.44
W25015	U.S. BANK OF CALIFORNIA	03/10/2025	14102	950	LAIF CONTRIBUTION	\$223,167.43
		03/10/2025	14102	951	LAIF CONTRIBUTION	(\$5,167.43)
		U.S. E	BANK OF C	ALIFORNIA	Total Check Amount:	\$218,000.00
					Wire Subtotal	\$218,000.00

TOTAL \$1,525,654.38

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197592	AGILE OCCUPATIONAL MEDICINE PC	03/21/2025	32405	110141481	HR MED SVCS MAR25	\$120.00
		AGILE OCC	CUPATION	AL MEDICINE P	C Total Check Amount:	\$120.00
197593	JOE ALLIE	03/21/2025	33363	840000000	BLD-2020-00083 REFUND	\$76.00
			JOE A	LLIE	Total Check Amount:	\$76.00
197594	AMTECH LIGHTING SERVICES	03/21/2025	19028	490515151	ALARM MONITOR JAN-DEC	\$933.30
		03/21/2025	19028	490515151	FIRESYST COMM TROUBLE	\$344.25
		03/21/2025	19028	110222211	RELOCATE CAMERA	\$564.98
		AMTEC	H LIGHTIN	NG SERVICES	Total Check Amount:	\$1,842.53
197595	ARDURRA GROUP, INC.	03/21/2025	29147	110000000	PROF ENGG SVCS JAN25	\$1,377.50
		03/21/2025	29147	84051517P	PROF ENGG SVCS DEC24	\$1,224.00
		03/21/2025	29147	84051517P	PROF ENGG SVCS JAN25	\$2,218.50
		03/21/2025	29147	110000000	PROF ENGG SVCS DEC24	\$760.00
		AR	DURRA GF	ROUP, INC.	Total Check Amount:	\$5,580.00
197596	AT&T LONG DISTANCE	03/21/2025	1737	475141471	807752441 3/3-4/2	\$57.66
		AT	&T LONG L	DISTANCE	Total Check Amount:	\$57.66
197597	AUSTIN BAUMAN PHOTO AND FILM	03/21/2025	33333	110404542	SHOW PHOTOGRAPHY	\$120.00
		AUSTIN B	AUMAN PH	HOTO AND FILM	Total Check Amount:	\$120.00
197598	AXON ENTERPRISE, INC.	03/21/2025	28286	950000000	ILJAOC REIMB OCDA	\$701,340.00
		AX	ON ENTER	PRISE, INC.	Total Check Amount:	\$701,340.00
197599	BARR & CLARK	03/21/2025	26778	290323215	HOUSING REHAB	\$395.00
			BARR & C	CLARK	Total Check Amount:	\$395.00
197600	BREA URGENT CARE	03/21/2025	24391	110141481	HR MED SVCS FEB 2025	\$417.00
		BR	EA URGEI	NT CARE	Total Check Amount:	\$417.00
197601	CHARTER COMMUNICATIONS	03/21/2025	29127	110404521	CABLE CHGS MAR/APR25	\$45.99
		03/21/2025	29127	110111143	CABLE CHGS MAR/APR25	\$42.87
		03/21/2025	29127	110141481	CABLE CHGS MAR/APR25	\$42.87
		03/21/2025	29127	110323212	CABLE CHGS MAR/APR25	\$87.11
		03/21/2025	29127	110404211	CABLE CHGS MAR/APR25	\$303.06
		03/21/2025	29127	420515131	CABLE CHGS MAR/APR25	\$310.62
		03/21/2025	29127	490515151	CABLE CHGS MAR/APR25	\$42.87
		03/21/2025	29127	110111151	CABLE CHGS MAR/APR25	\$64.98
		03/21/2025	29127	110111153	MGMT CHANNEL MAR25	\$994.38
		03/21/2025	29127	110111161	CABLE CHGS MAR/APR25	\$42.87
		03/21/2025	29127	110222211	CABLE CHGS MAR/APR25	\$109.23
		03/21/2025	29127	110404311	CABLE CHGS MAR/APR25	\$42.87
		03/21/2025	29127	110212111	CABLE CHGS MAR/APR25	\$349.26
		CHARTI	ER COMMU	JNICATIONS	Total Check Amount:	\$2,478.98
197602	CHICAGO TITLE COMPANY	03/21/2025	24835	290323215	PIRT-641 MAGNOLIA AVE	\$100.00

Chast	Vandar Nama	Chaole	Vonder	Budget Unit	Description	Amount
Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		CHICA	AGO TITLE	COMPANY	Total Check Amount:	\$100.00
197603	CITY SERVICE PAVING	03/21/2025	27972	420515131	CONCRETE WORK	\$4,600.00
		CI	TY SERVIC	E PAVING	Total Check Amount:	\$4,600.00
197604	COLYEAR DEVELOPMENT	03/21/2025	16595	840000000	BLD-2020-00139 REFUND	\$60.00
		COLY	EAR DEVE	LOPMENT	Total Check Amount:	\$60.00
197605	COMMERCIAL AQUATIC SERVICES, INC.	03/21/2025	25513	110404422	POOL CHEM	\$3,640.39
	NO.	03/21/2025	25513	490515151	REPAIR HEATER	\$235.00
		COMMERCIA	AL AQUAT	IC SERVICES, I	NC. Total Check Amount:	\$3,875.39
197606	COUNTY OF ORANGE	03/21/2025	4799	110212122	PRKNG CITATIONS FEB25	\$1,696.00
		со	UNTY OF	ORANGE	Total Check Amount:	\$1,696.00
197607	COUNTY OF ORANGE	03/21/2025	4799	110212122	OCATS FEES FEB 2025	\$1,104.51
		со	UNTY OF	ORANGE	Total Check Amount:	\$1,104.51
197608	COUNTY OF ORANGE	03/21/2025	4799	110212122	AFIS FEES FEB 2025	\$1,441.00
		со	UNTY OF	ORANGE	Total Check Amount:	\$1,441.00
197609	COUNTY OF ORANGE	03/21/2025	4799	110222223	RADIO PROG BR2 OCT24	\$1,294.90
		со	UNTY OF	ORANGE	Total Check Amount:	\$1,294.90
197610	CSUF-CAL STATE UNIVERSITY FULLERTON	03/21/2025	22792	110141481	LIVESCAN JULY 2024	\$44.00
	POLLENTON	03/21/2025	22792	110141481	LIVESCAN JAN 2025	\$88.00
		03/21/2025	22792	110141481	LIVESCAN DEC 2024	\$306.00
		03/21/2025	22792	110141481	LIVESCAN NOV 2024	\$22.00
		03/21/2025	22792	110141481	LIVESCAN OCT 2024	\$770.00
		03/21/2025	22792	110141481	LIVESCAN SEPT 2024	\$44.00
		03/21/2025	22792	110141481	LIVESCAN AUG 2024	\$66.00
	C	SUF-CAL STA	ATE UNIVE	RSITY FULLER	TON Total Check Amount:	\$1,340.00
197611	DEPARTMENT OF TRANSPORTATION	03/21/2025	13722	110515121	SGNL/LGHTNG JUL-SEP24	\$18,103.45
		DEPARTME	NT OF TRA	NSPORTATION	Total Check Amount:	\$18,103.45
197612	SOUTHERN CALIFORNIA EDISON	03/21/2025	3343	110515121	ELECTRICITY FEB 2025	\$3,380.90
		03/21/2025	3343	420515131	ELECTRICITY FEB 2025	\$3,383.79
		03/21/2025	3343	490515151	ELECTRICITY FEB 2025	\$35,244.33
		03/21/2025	3343	361515148	ELECTRICITY FEB 2025	\$28.05
		03/21/2025	3343	110515143	ELECTRICITY FEB 2025	\$89.28
		SOUTHE	RN CALIFO	ORNIA EDISON	Total Check Amount:	\$42,126.35
197613	EXPENSE REDUCTION ANALYSTS, INC	03/21/2025	33264	110515111	INITIAL 20% RETAINER	\$2,330.00
		03/21/2025	33264	110515144	OIL SITE SVCS	\$255.00
		03/21/2025	33264	430515171	INITIAL 20% RETAINER	\$468.00
		03/21/2025	33264	110515144	INITIAL 20% RETAINER	\$468.00
		03/21/2025	33264	420515131	INITIAL 20% RETAINER	\$3,793.00
		03/21/2025	33264	420515131	OIL SITE SVCS	\$1,440.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197613	EXPENSE REDUCTION ANALYSTS, INC	03/21/2025	33264	420515171	OIL SITE SVCS	\$150.00
		03/21/2025	33264	110515111	OIL SITE SVCS	\$840.00
		03/21/2025	33264	420515171	INITIAL 20% RETAINER	\$390.00
		03/21/2025	33264	430515123	INITIAL 20% RETAINER	\$351.00
		03/21/2025	33264	430515123	OIL SITE SVCS	\$135.00
		03/21/2025	33264	430515171	OIL SITE SVCS	\$180.00
		EXPENSE R	EDUCTION	N ANALYSTS, II	VC Total Check Amount:	\$10,800.00
197614	RICARDO LUNA FARIAS	03/21/2025	33364	110	ACCT REFUND	\$525.00
		RIC	ARDO LUN	IA FARIAS	Total Check Amount:	\$525.00
197615	GOLDEN ELEMENTARY SCHOOL PTA	03/21/2025	27406	110	REFUND PERMIT CHGS	\$3,182.50
		GOLDEN EL	EMENTAR	Y SCHOOL PTA	Total Check Amount:	\$3,182.50
197616	AARON AND TATIANA GOMEZ	03/21/2025	33365	840000000	BLD-2020-00051 REFUND	\$711.99
		AARON	AND TATI	ANA GOMEZ	Total Check Amount:	\$711.99
197617	HARBOR TRUCK BODIES, INC.	03/21/2025	18241	480515161	KEYS	\$50.10
		HARBO	OR TRUCK	BODIES, INC.	Total Check Amount:	\$50.10
197618	GWENDOLYN HIGHLEY	03/21/2025	33366	840000000	BLD-2020-00087 REFUND	\$258.00
		GWE	ENDOLYN	HIGHLEY	Total Check Amount:	\$258.00
197619	HYDROPRO SOLUTIONS	03/21/2025	31845	420515131	METERS	\$13,368.34
		HYDI	ROPRO SO	DLUTIONS	Total Check Amount:	\$13,368.34
197620	THE KNOT WORLDWIDE INC.	03/21/2025	29598	110404154	WEDDING PRO ADS	\$6,336.00
		THE K	NOT WOR	LDWIDE INC.	Total Check Amount:	\$6,336.00
197621	LINSCOTT, LAW & GREENSPAN ENGINEERS	03/21/2025	29408	110515171	TFC ENGG SVCS AUG24	\$9,715.50
	ENGINEERS	03/21/2025	29408	110515171	TFC ENGG SVCS SEPT24	\$13,462.00
		03/21/2025	29408	110515171	TFC ENGG SVCS DEC24	\$7,175.50
		03/21/2025	29408	110515171	TFC ENGG SVCS NOV24	\$18,682.00
		03/21/2025	29408	110515171	TFC ENGG SVCS OCT24	\$15,224.50
		03/21/2025	29408	840141412	TFC ENGG SVCS JAN25	\$14,167.25
	LII	VSCOTT, LAV	V & GREE	NSPAN ENGINE	EERS Total Check Amount:	\$78,426.75
197622	MACIAS MARK ANTHONY & MACIAS ROMAN	03/21/2025	33369	110000000	REFUND	\$29.00
	MA	CIAS MARK	ANTHONY	& MACIAS ROI	MAN Total Check Amount:	\$29.00
197623	MARIPOSA LANDSCAPES, INC.	03/21/2025	27959	110515148	CITY FAC/TRAILS FEB25	\$2,120.27
		03/21/2025	27959	110515143	CITY FAC/TRAILS FEB25	\$5,954.32
		03/21/2025	27959	361515148	CITY FAC/TRAILS FEB25	\$115.49
		MARIPO	OSA LAND	SCAPES, INC.	Total Check Amount:	\$8,190.08
197624	NATIONWIDE	03/21/2025	20975	110	4436 PET INS FEB 2025	\$1,656.00
			NATION	WIDE	Total Check Amount:	\$1,656.00
197625	ROSALBA OCHOA	03/21/2025	33370	84000000	BLD-2020-00096 REFUND	\$69.00
		R	OSALBA (ОСНОА	Total Check Amount:	\$69.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197626	ORIGINAL EQUIPMENT AUTO SUPPLY	03/21/2025	32413	480515161	WIPER BLADES	\$454.22
		03/21/2025	32413	480515161	BRAKE PADS	\$120.32
		ORIGINAL E	EQUIPMEN	IT AUTO SUPPL	Y Total Check Amount:	\$574.54
197627	PUENTE HILLS FORD	03/21/2025	25742	480515161	ROOF MOULDING	\$384.70
		PU	JENTE HIL	LS FORD	Total Check Amount:	\$384.70
197628	RBI TRAFFIC, INC	03/21/2025	30571	110000000	TC PLAN CHECKS OCT24	(\$36.75)
		03/21/2025	30571	84051517P	TC PLAN CHECKS OCT24	\$1,874.25
			RBI TRAI	FFIC, INC	Total Check Amount:	\$1,837.50
197629	SAGE ENVIRONMENTAL GROUP	03/21/2025	19604	360515146	MASTICATION	\$5,600.00
		SAGE EN	VIRONME	NTAL GROUP	Total Check Amount:	\$5,600.00
197630	SECRETARY OF STATE	03/21/2025	33371	110111161	NOTARY EXAM FEE	\$40.00
		SEC	CRETARY	OF STATE	Total Check Amount:	\$40.00
197631	SMART & FINAL	03/21/2025	3269	110404217	TEEN DANCE SUPPLIES	\$45.25
			SMART 8	FINAL	Total Check Amount:	\$45.25
197632	SHANNON Y SOLANO	03/21/2025	29142	110000000	STARTUP PETEXPO APR25	\$1,500.00
		SH	ANNON Y	SOLANO	Total Check Amount:	\$1,500.00
197633	SOUTH COAST AIR QUALITY MGMT DIST	03/21/2025	10871	480515161	110225 RENEWAL FEES	\$558.50
		SOUTH COA	ST AIR QU	IALITY MGMT D	IST Total Check Amount:	\$558.50
197634	SOUTHSTAR ENGINEERING & CONSULTING	03/21/2025	32467	110515171	ENGG INPS JAN25	\$900.00
	CONCOLING	03/21/2025	32467	840515171	ENGG INPS JAN25	\$9,300.00
	so	OUTHSTAR E	NGINEERI	NG & CONSULT	TING Total Check Amount:	\$10,200.00
197635	SPARKLETTS	03/21/2025	3001	110111161	COUNCIL MTGWTR FEB25	\$24.95
			SPARKL	ETTS	Total Check Amount:	\$24.95
197636	STAGED CINEMA PRODUCTIONS, INC.	03/21/2025	26808	110404542	BEAUTIFUL COSTM RENTL	\$3,947.00
		STAGED C	INEMA PR	ODUCTIONS, IN	C. Total Check Amount:	\$3,947.00
197638	UNIFIRST CORPORATION	03/21/2025	27988	110515125	UNIFORM SVCS FEB 2025	\$9.86
		03/21/2025	27988	110515125	UNIFORM SVCS MAR 2025	\$9.86
		03/21/2025	27988	110515143	UNIFORM SVCS FEB 2025	\$14.82
		03/21/2025	27988	361515148	UNIFORM SVCS MAR 2025	\$3.60
		03/21/2025	27988	420515131	UNIFORM SVCS FEB 2025	\$123.16
		03/21/2025	27988	430515123	UNIFORM SVCS MAR 2025	\$33.70
		03/21/2025	27988	440515126	UNIFORM SVCS FEB 2025	\$43.39
		03/21/2025	27988	490515151	UNIFORM SVCS FEB 2025	\$73.37
		03/21/2025	27988	110515141	UNIFORM SVCS FEB 2025	\$51.56
		03/21/2025	27988	110515143	UNIFORM SVCS MAR 2025	\$14.82
		03/21/2025	27988	110515148	UNIFORM SVCS FEB 2025	\$3.60
		03/21/2025	27988	440515126	UNIFORM SVCS MAR 2025	\$11.40

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197638	UNIFIRST CORPORATION	03/21/2025	27988	110515144	UNIFORM SVCS MAR 2025	\$53.40
		03/21/2025	27988	360515145	UNIFORM SVCS FEB 2025	\$11.04
		03/21/2025	27988	361515148	UNIFORM SVCS FEB 2025	\$3.60
		03/21/2025	27988	420515131	UNIFORM SVCS MAR 2025	\$84.20
		03/21/2025	27988	480515161	UNIFORM SVCS FEB 2025	\$58.18
		03/21/2025	27988	490515151	UNIFORM SVCS MAR 2025	\$145.74
		03/21/2025	27988	110515121	UNIFORM SVCS FEB 2025	\$34.26
		03/21/2025	27988	110515121	UNIFORM SVCS MAR 2025	\$34.26
		03/21/2025	27988	110515141	UNIFORM SVCS MAR 2025	\$49.40
		03/21/2025	27988	110515144	UNIFORM SVCS FEB 2025	\$53.40
		03/21/2025	27988	110515148	UNIFORM SVCS MAR 2025	\$3.60
		03/21/2025	27988	360515145	UNIFORM SVCS MAR 2025	\$11.04
		03/21/2025	27988	430515123	UNIFORM SVCS FEB 2025	\$105.41
		03/21/2025	27988	480515161	UNIFORM SVCS MAR 2025	\$58.18
		03/21/2025	27988	490515151	UNIFORM SVCE FEB 2025	\$78.87
		UNIF	IRST COR	PORATION	Total Check Amount:	\$1,177.72
197639	UNITED PARCEL SERVICE	03/21/2025	3174	110141441	SHPPNG CHGS FEB/MAR25	\$92.77
		UNIT	ED PARCE	EL SERVICE	Total Check Amount:	\$92.77
197640	VERIZON CONNECT NWF, INC.	03/21/2025	25293	480515161	PW GPS SVC FEB 2025	\$957.30
		VERIZO	ON CONNE	ECT NWF, INC.	Total Check Amount:	\$957.30
197641	WILLIAMS SENIOR APTS	03/21/2025	33372	840000000	TRUST ACCT REFUND	\$3,795.99
				NIOR APTS	Total Check Amount:	\$3,795.99
197642	WITTMAN ENTERPRISES, LLC	03/21/2025		174222225	BILLING SVCS FEB25	\$8,058.19
				RPRISES, LLC	Total Check Amount:	\$8,058.19
197643	KAREN YOELL	03/21/2025		840000000	BLD-2020-00089 REFUND	\$89.71
			KAREN Y	OELL	Total Check Amount:	\$89.71
					Check Subtotal	\$950,655.65
V58631	ADAMSON POLICE PRODUCTS	03/21/2025	4023	110212134	SWAT FIREARMS	\$1,196.59
		ADAMSO	ON POLICE	PRODUCTS	Total Check Amount:	\$1,196.59
V58632	AKAL CONSULTANTS	03/21/2025	19771	510707946	PROF SVCS 8/1-2/28	\$4,760.00
		AK	AL CONSU	ILTANTS	Total Check Amount:	\$4,760.00
V58633	LARRY ALANIS	03/21/2025	32661	110404424	UMPIRE FEES 3/10/25	\$111.00
			LARRY A	LANIS	Total Check Amount:	\$111.00
V58634	ALL CITY MANAGEMENT SERVICES INC	03/21/2025	6604	110212132	CRSNG GRDS 2/16-3/1	\$2,745.00
		ALL CITY MA	ANAGEME	NT SERVICES I	NC Total Check Amount:	\$2,745.00
V58635	ALLSTAR FIRE EQUIPMENT	03/21/2025		110222221	ROPE EQUIPMENT	\$1,557.88
		ALLS	TAR FIRE	EQUIPMENT	Total Check Amount:	\$1,557.88

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount			
V58636	ALTERNATIVE HOSE, INC.	03/21/2025	18488	480515161	HOSE	\$159.47			
		ALT	ERNATIVE	HOSE, INC.	Total Check Amount:	\$159.47			
V58637	AMERICAN VETERAN LIGHTING, INC.	03/21/2025	31163	490515151	LIGHTING	\$432.67			
		AMERICA	N VETERA	N LIGHTING, IN	IC. Total Check Amount:	\$432.67			
V58638	BRENT THOMAS ARNOLD	03/21/2025	33336	110212111	TRAINING MILEAGE	\$55.44			
		BREN	IT THOMA	S ARNOLD	Total Check Amount:	\$55.44			
V58639	CHRISTINE E BAIR	03/21/2025	8743	110212111	TRAINING REIMB	\$68.86			
			CHRISTIN	E E BAIR	Total Check Amount:	\$68.86			
V58640	JESUS A BARBOSA	03/21/2025	6423	110212111	TEAM BLDG WORKSHOP	\$178.50			
		JI	ESUS A BA	<i>RBOSA</i>	Total Check Amount:	\$178.50			
V58641	RICARDO BAUTISTA	03/21/2025	33134	110212111	TRAINING REIMB	\$680.30			
		RI	CARDO B	AUTISTA	Total Check Amount:	\$680.30			
V58642	BEST LAWN MOWER SERVICE	03/21/2025	16230	480515161	CARBURETOR	\$86.56			
		03/21/2025	16230	480515161	REPAIR PARTS	\$278.05			
		BEST LA	AWN MOW	ER SERVICE	Total Check Amount:	\$364.61			
V58643	BILL'S AUTO UPHOLSTERY	03/21/2025	10510	480515161	SEAT REPAIR	\$685.00			
		BILL'	BILL'S AUTO UPHOLSTERY Total Check Amount:						
V58644	BREA TOWING	03/21/2025	16399	110212132	IMPOUND INV 01/17/25	\$1,785.00			
		03/21/2025	16399	110212121	IMPOUND [INV] FEB25	\$4,885.25			
		03/21/2025	16399	110212132	IMPOUND [TFC] FEB25	\$1,064.00			
			BREA TO	WING	Total Check Amount:	\$7,734.25			
V58645	OMAR F. BRIOSO	03/21/2025	15737	110212111	REIMB PARKING	\$30.00			
		03/21/2025	15737	110212111	TEAM BLDG WORKSHOP	\$92.50			
			OMAR F. E	BRIOSO	Total Check Amount:	\$122.50			
V58646	CALIF INSURANCE POOL AUTHORITY	03/21/2025	21666	470141483	24/25 WC PAYROLL ADJ	\$14,366.41			
		CALIF INSU	IRANCE P	OOL AUTHORIT	TY Total Check Amount:	\$14,366.41			
V58647	CANON SOLUTIONS AMERICA, INC	03/21/2025	15260	110141441	COPIER LEASE MAR 2025	\$1,196.93			
		03/21/2025	15260	110141441	PRINT CHGS MAR 2025	\$481.87			
		CANON S	OLUTIONS	S AMERICA, INC	Total Check Amount:	\$1,678.80			
V58648	CLINICAL LABORATORY OF	03/21/2025	3390	420515131	WATER QUALITY-FEB25	\$1,356.00			
		CLINIC	CAL LABO	RATORY OF	Total Check Amount:	\$1,356.00			
V58649	RYAN COOPER	03/21/2025	25532	110212111	TEAM BLDG WORKSHOP	\$92.50			
			RYAN CO	OPER	Total Check Amount:	\$92.50			
V58650	CORELOGIC	03/21/2025	25542	280323215	REAL EST LSTING FEB25	\$185.00			
			CORELO	OGIC	Total Check Amount:	\$185.00			
V58651	CSG CONSULTANTS	03/21/2025	25540	110000000	PLAN CHECK SVCS JAN25	\$1,801.00			
		03/21/2025	25540	110000000	INHS BLDG SVCSDEC/JAN	\$374.00			
		03/21/2025	25540	84032324P	INHS BLDG SVCSDEC/JAN	\$1,276.00			

V	Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V	V58651	CSG CONSULTANTS	03/21/2025	25540	84032324P	PLAN CHECK SVCS JAN25	\$12,644.00
V58653 NATHAN MATTHEW DOWNING 03/21/2025 33368 1742/2225 REIMB CHARGERS \$50.00			CS	G CONSU	LTANTS	Total Check Amount:	\$16,095.00
V586553 NATHAN MATTHEW DOWNING 03/21/2025 33368 174222225 REIMB CHARGERS \$50.00 V58654 GLENN EASTMAN 03/21/2025 17537 110212111 TEAM BLDG WORKSHOP \$92.50 V58655 EQUIPMENT DIRECT INC 03/21/2025 4522 420515131 SAFETY GEAR \$39.87 V58656 EQUIPMENT DIRECT INC 03/21/2025 4522 420515131 SAFETY GEAR \$39.87 V58656 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 1 10515144 IRRIGATION SUPPLIES \$173.08 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DCC/JAN \$6,100.00 V58657 FEHR & PEERS 03/21/2025 18052 18041 480141412 CIRCLTN STUDY-DCC/JAN \$6,100.00 V58658 ERIC FRANK 03/21/2025 18052 840141412 CIRCLTN STUDY-DCC/JAN \$9,200.00 V58659 FUSCOE ENGINEERING, INC.<	V58652	DANIELS TIRE SERVICE	03/21/2025	3133	480515161	TIRES	\$560.80
NATHAN MATHAN DOWNING Total Check Amount: \$50.00 V58654 GENN EASTMAN 03/21/2025 17537 110212111 TEAM BLDG WORKSHOP \$92.50 US8655 EQUIPMENT DIRECT INC 03/21/2025 4202 420515131 SAFETY GEAR \$39.87 EQUIPMENT DIRECT INC 03/21/2025 5807 110515144 IRRIGATION SUPPLIES \$173.08 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 110515144 IRRIGATION SUPPLIES \$173.08 EWING IRRIGATION PRODUCTS, INC. EWING IRRIGATION PRODUCTS, INC. 03/21/2025 8804 480141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 EWING IRRIGATION PRODUCTS, INC. 18041 840141412 CIRCLTN STUDY-DEC/JAN \$25,435.00 EWING IRRIGATION PRODUCTS, INC. 18041 840141412 CI			DA	NIELS TIR	E SERVICE	Total Check Amount:	\$560.80
V58654 GLENN EASTMAN 03/21/2025 17537 110212111 TEAM BLDG WORKSHOP \$92.50 V58655 EQUIPMENT DIRECT INC 03/21/2025 4522 420515131 SAFETY GEAR \$39.87 V58656 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 110516144 IRRIGATION SUPPLIES \$173.08 V58657 FEHR & PEERS 03/21/2025 8041 840141412 CIRCLTN STUDY-DEC/JAM \$6,100.00 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAM \$6,100.00 V58658 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-OCT/MOV \$25,435.00 V58658 ERIC FRANK 03/21/2025 18052 110212111 TEAM BLDG WORKSHOP \$25,435.00 V58659 PUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WOMP PLAN CHECK DEC/24 \$1,539.50 V58669 PUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WOMP PLAN CHECK DEC/24 \$1,539.50 V58669 PUSCOE ENGINEERING, I	V58653	NATHAN MATTHEW DOWNING	03/21/2025	33368	174222225	REIMB CHARGERS	\$50.00
V			NATHAN	MATTHE	W DOWNING	Total Check Amount:	\$50.00
V58655 EQUIPMENT DIRECT INC 03/21/2025 4522 420515131 SAFETY GEAR \$39.87 V58656 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 110515144 IRRIGATION SUPPLIES \$173.08 V58657 EHR & PEERS 03/21/2025 88041 480141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 V58658 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$9,000.00 V58658 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$9,000.00 V58659 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$9,000.00 V58659 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$9,000.00 V58659 PUSCOE ENGINEERING, INC. 03/21/2025 8052 840141412 WCMP PLAN CHECK AMOUNT \$1,539.50 V58669 GALLS/QUARTERMASTER	V58654	GLENN EASTMAN	03/21/2025	17537	110212111	TEAM BLDG WORKSHOP	\$92.50
FOUTING TOTAL CHECK AMOUNT: \$39.87 V58656 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 110515144 IRRIGATION SUPPLIES \$173.08 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 V58658 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-OCT/NOV \$9,000.00 V58658 ERIC FRANK 03/21/2025 16005 110212111 TEAM BLDG WORKSHOP \$92.50 V58659 PUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 PUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 PUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58660 GALLS/QUARTERMASTER 03/21/2025 18052 840141412 WQMP P			G	SLENN EA	STMAN	Total Check Amount:	\$92.50
V58656 EWING IRRIGATION PRODUCTS, INC. 03/21/2025 5807 110515144 IRRIGATION SUPPLIES \$173.08 V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$9,000.00 V58658 ERIC FRANK 03/21/2025 18065 110212111 TEAM BLDG WORKSHOP \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58660 GALLS/QUARTERMASTER 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 V58660 GALLS/QUARTERMASTER 03/21/2025 16493	V58655	EQUIPMENT DIRECT INC	03/21/2025	4522	420515131	SAFETY GEAR	\$39.87
V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 03/21/2025 18041 840141412 CIRCLTN STUDY-OCT/NOV \$9,000.00 V58658 ERIC FRANK 03/21/2025 16005 110212111 TEAM BLDG WORKSHOP \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 840141412 WQMP PLAN CHECK DAV25 \$5,280.00 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 V58660 GALLS/QUARTERMASTER 03/21/2025 18052 840141412 WOMP PLAN CHECK NOV24 \$1,134.00 V58660 GALLS/QUARTERMASTER 03/21/2025 18052 840141412 UNIFORM CREDIT (\$167.12) V58660 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 UNIFORM CREDIT (\$167.12) V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 03/21/2025 15668 110212111 TEAM BLDG WORKSHOP \$176.50 V58662 GABRIEL HANNAH 03/21/2025 1568 11040424 UMPIRE FEES 3/10/25 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58665 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HARVEY 03/21/2025 1364 110212111 TEAM BLDG WORKSHOP \$111.00 V58666 CHRISTOPHER M HA			EQU	JIPMENT D	DIRECT INC	Total Check Amount:	\$39.87
V58657 FEHR & PEERS 03/21/2025 18041 840141412 CIRCLTN STUDY-DEC/JAN \$6,100.00 03/21/2025 18041 840141412 CIRCLTN STUDY-NOV/DEC \$10,335.00 03/21/2025 18041 840141412 CIRCLTN STUDY-OCT/NOV \$9,000.00 V58658 ERIC FRANK 03/21/2025 16005 110212111 TEAM BLDG WORKSHOP \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT \$1,340.00 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT \$16167.12 V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING	V58656	EWING IRRIGATION PRODUCTS, INC.	03/21/2025	5807	110515144	IRRIGATION SUPPLIES	\$173.08
03/21/2025			EWING IR	RIGATION	PRODUCTS, IN	IC. Total Check Amount:	\$173.08
V58658 ERIC FRANK 03/21/2025 18041 840141412 CIRCLTN STUDY-OCT/NOV \$9,000.00	V58657	FEHR & PEERS	03/21/2025	18041	840141412	CIRCLTN STUDY-DEC/JAN	\$6,100.00
FEHR & FEERS Total Check Amount: \$25,435.00 V58658 ERIC FRANK 03/21/2025 16005 110212111 TEAM BLDG WORKSHOP \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CHECK AMOUNT: \$7,953.60 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12) **GALL**/QUARTERMASTER 03/21/2025 15668 110212111 UNIFORM CREDIT (\$167.12) **GALL**/QUARTERMASTER 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$25.50 **CALL**/QUARTERMASTER 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 **CALL**/LICTALL**/LICTALL**/LICTALL* TEAM BLDG WORKSHOP \$1110.00 <td< td=""><td></td><td></td><td>03/21/2025</td><td>18041</td><td>840141412</td><td>CIRCLTN STUDY-NOV/DEC</td><td>\$10,335.00</td></td<>			03/21/2025	18041	840141412	CIRCLTN STUDY-NOV/DEC	\$10,335.00
V58658 ERIC FRANK 03/21/2025 16005 110212111 TEAM BLDG WORKSHOP \$92.50 ERIC FRANK Total Check Amount: \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 840141412 WQMP PLAN CHECK JAN25 \$5,280.00 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 FUSCOE ENGINEERING, INC. Total Check Amount: \$7,953.50 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12) GALLS/QUARTERMASTER 03/21/2025 16693 110212111 UNIFORM CREDIT (\$167.12) V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 CHRISTOPHER H. HANNAH Total Check Amount: \$393.50 CHRISTOPHER M HARVEY 03/21/2			03/21/2025	18041	840141412	CIRCLTN STUDY-OCT/NOV	\$9,000.00
ERIC FRANK Total Check Amount: \$92.50 V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 840141412 WQMP PLAN CHECK JAN25 \$5,280.00 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM \$192.33 V58661 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12) V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 V58662 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$111.00				FEHR & F	PEERS	Total Check Amount:	\$25,435.00
V58659 FUSCOE ENGINEERING, INC. 03/21/2025 18052 840141412 WQMP PLAN CHECK DEC24 \$1,539.50 03/21/2025 18052 840141412 WQMP PLAN CHECK JAN25 \$5,280.00 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 FUSCOE ENGINEERING, INC. Total Check Amount: \$7,953.50 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12) GALLS/QUARTERMASTER Total Check Amount: \$25.21 V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$1111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$118.50	V58658	ERIC FRANK	03/21/2025	16005	110212111	TEAM BLDG WORKSHOP	\$92.50
03/21/2025 18052 840141412 WQMP PLAN CHECK JAN25 \$5,280.00				ERIC FF	RANK	Total Check Amount:	\$92.50
V58660 GALLS/QUARTERMASTER 03/21/2025 18052 840141412 WQMP PLAN CHECK NOV24 \$1,134.00 FUSCOE ENGINEERING, INC. Total Check Amount: \$7,953.50 V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12) GALLS/QUARTERMASTER Total Check Amount: \$25.21 V58661 CHRISTOPHER H. HADDAD 103/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH Total Check Amount: \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50	V58659	FUSCOE ENGINEERING, INC.	03/21/2025	18052	840141412	WQMP PLAN CHECK DEC24	\$1,539.50
V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT (\$167.12)			03/21/2025	18052	840141412	WQMP PLAN CHECK JAN25	\$5,280.00
V58660 GALLS/QUARTERMASTER 03/21/2025 16493 110212111 UNIFORM CREDIT \$192.33 V58661 GALLS/QUARTERMASTER Total Check Amount: \$25.21 V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD TOTAL Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50			03/21/2025	18052	840141412	WQMP PLAN CHECK NOV24	\$1,134.00
V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 TEAM BLDG WORKSHOP \$178.50			FUSC	OE ENGIN	EERING, INC.	Total Check Amount:	\$7,953.50
GALLS/QUARTERMASTER Total Check Amount: \$25.21 V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD TEAM BLDG WORKSHOP \$178.50 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50	V58660	GALLS/QUARTERMASTER	03/21/2025	16493	110212111	UNIFORM	\$192.33
V58661 CHRISTOPHER H. HADDAD 03/21/2025 15668 110212111 CAL CHIEFS TRAINING \$215.00 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50			03/21/2025	16493	110212111	UNIFORM CREDIT	(\$167.12)
03/21/2025 15668 110212111 TEAM BLDG WORKSHOP \$178.50 CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50			GALL	S/QUARTE	RMASTER	Total Check Amount:	\$25.21
CHRISTOPHER H. HADDAD Total Check Amount: \$393.50 V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 GABRIEL HANNAH Total Check Amount: \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50	V58661	CHRISTOPHER H. HADDAD	03/21/2025	15668	110212111	CAL CHIEFS TRAINING	\$215.00
V58662 GABRIEL HANNAH 03/21/2025 17533 110404424 UMPIRE FEES 3/10/25 \$111.00 GABRIEL HANNAH Total Check Amount: \$111.00 V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50			03/21/2025	15668	110212111	TEAM BLDG WORKSHOP	\$178.50
V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50			CHRIS	STOPHER	H. HADDAD	Total Check Amount:	\$393.50
V58663 CHRISTOPHER M HARVEY 03/21/2025 10364 110212111 TEAM BLDG WORKSHOP \$178.50	V58662	GABRIEL HANNAH	03/21/2025	17533	110404424	UMPIRE FEES 3/10/25	\$111.00
			G	ABRIEL H	ANNAH	Total Check Amount:	\$111.00
CHRISTOPHER M HARVEY Total Check Amount: \$178.50	V58663	CHRISTOPHER M HARVEY	03/21/2025	10364	110212111	TEAM BLDG WORKSHOP	\$178.50
			CHRIS	STOPHER	M HARVEY	Total Check Amount:	\$178.50
V58664 ADAM C HAWLEY 03/21/2025 5028 110212111 TEAM BLDG WORKSHOP \$178.50	V58664	ADAM C HAWLEY	03/21/2025	5028	110212111	TEAM BLDG WORKSHOP	\$178.50
ADAM C HAWLEY Total Check Amount: \$178.50			A	ADAM C HA	AWLEY	Total Check Amount:	\$178.50
V58665 JOANNA HODSON 03/21/2025 17998 110212111 TRAINING REIMB \$2,658.86	V58665	JOANNA HODSON	03/21/2025	17998	110212111	TRAINING REIMB	\$2,658.86
JOANNA HODSON Total Check Amount: \$2,658.86			J	OANNA H	ODSON	Total Check Amount:	\$2,658.86
V58666 INLAND ROUNDBALL OFFICIALS INC. 03/21/2025 31906 110404424 REFEREE FEES 3/6-3/11 \$1,340.00	V58666	INLAND ROUNDBALL OFFICIALS INC.	03/21/2025	31906	110404424	REFEREE FEES 3/6-3/11	\$1,340.00
INLAND ROUNDBALL OFFICIALS INC. Total Check Amount: \$1,340.00			INLAND R	OUNDBAL	L OFFICIALS IN	IC. Total Check Amount:	\$1,340.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58668	INTERWEST CONSULTING GROUP, INC.	03/21/2025	28473	510707251	CIP MGMT SVCS DEC24	\$2,670.00
		03/21/2025	28473	510707329	CIP MGMT SVCS AUG24	\$800.00
		03/21/2025	28473	510707329	CIP MGMT SVCS DEC24	\$4,565.00
		03/21/2025	28473	510707329	CIP MGMT SVCS JAN25	\$12,840.00
		03/21/2025	28473	510707631	CIP MGMT SVCS JAN25	\$3,300.00
		03/21/2025	28473	510707631	CIP MGMT SVCS NOV24	\$2,260.00
		03/21/2025	28473	510707717	CIP MGMT SVCS NOV24	\$585.00
		03/21/2025	28473	510707956	CIP MGMT SVCS DEC24	\$2,690.00
		03/21/2025	28473	510707473	CIP MGMT SVCS DEC24	\$1,870.00
		03/21/2025	28473	510707473	CIP MGMT SVCS OCT24	\$1,480.00
		03/21/2025	28473	84051517P	PLAN CHECK SVCS JAN25	\$6,885.00
		03/21/2025	28473	510707631	CIP MGMT SVCS DEC24	\$2,640.00
		03/21/2025	28473	510707956	CIP MGMT SVCS JAN25	\$4,015.00
		03/21/2025	28473	510707251	CIP MGMT SVCS NOV24	\$1,300.00
		03/21/2025	28473	510707329	CIP MGMT SVCS NOV24	\$3,845.00
		03/21/2025	28473	510707329	CIP MGMT SVCS OCT24	\$1,900.00
		03/21/2025	28473	510707329	CIP MGMT SVCS SEPT24	\$2,300.00
		03/21/2025	28473	510707473	CIP MGMT SVCS NOV24	\$3,650.00
		03/21/2025	28473	510707956	CIP MGMT SVCS NOV24	\$1,640.00
		INTERWEST	CONSUL	TING GROUP, II	VC. Total Check Amount:	\$61,235.00
V58669	K PRO STONE CARE	03/21/2025	20535	110515141	CLEAN JR HIGH CONCESSIONS	\$4,250.00
		Κ	PRO STOI	NE CARE	Total Check Amount:	\$4,250.00
V58670	KRISTOFER KATAOKA	03/21/2025	18385	110404542	MILEAGE MAR 25	\$27.30
		KRI	STOFER K	KATAOKA	Total Check Amount:	\$27.30
V58671	ALFONS KUNZE	03/21/2025	17789	110212111	TEAM BLDG WORKSHOP	\$92.50
			ALFONS F	KUNZE	Total Check Amount:	\$92.50
V58672	L.N. CURTIS & SONS	03/21/2025	1053	110212111	UNIFORM	\$240.09
		L	N. CURTI	S & SONS	Total Check Amount:	\$240.09
V58673	LEHR	03/21/2025	26035	480515161	SIREN REPAIR B/W	\$1,095.47
		03/21/2025	26035	480515161	REPLACE LIGHTBAR-PSO	\$5,953.11
		03/21/2025	26035	480515161	VEHICLE STRIP-K9	\$840.00
		03/21/2025		480515161	VEHICLE STRIP-961	\$840.00
			LEH		Total Check Amount:	\$8,728.58
V58674	LINEGEAR	03/21/2025		110222221	BOOTS	\$536.60
			LINEG		Total Check Amount:	\$536.60
V58675	MARY E LOGUE	03/21/2025	16039	110212111	TEAM BLDG WORKSHOP	\$178.50
		03/21/2025	16039	110212122	MILEAGE MAR 2025	\$11.48

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			MARYEL	.OGUE	Total Check Amount:	\$189.98
V58676	MARGARITO DAVID MENDEZ	03/21/2025	26196	110212111	TEAM BLDG WORKSHOP	\$92.50
		MARGA	ARITO DAV	/ID MENDEZ	Total Check Amount:	\$92.50
V58677	TINA M MEYER	03/21/2025	12786	110212111	TEAM BLDG WORKSHOP	\$178.50
			TINA M N	<i>IEYER</i>	Total Check Amount:	\$178.50
V58678	JENNIFER MONZON-SCROFINI	03/21/2025	20158	110404145	CRAFTS	\$260.00
		JENNIF	ER MONZ	ON-SCROFINI	Total Check Amount:	\$260.00
V58679	ANTHONY NGUYEN	03/21/2025	25978	110212111	TRAINING MILEAGE	\$63.70
		Al	NTHONY N	GUYEN	Total Check Amount:	\$63.70
V58680	NIEVES LANDSCAPE, INC.	03/21/2025	31375	345515112	TREE BRANCH REMOVAL	\$125.00
		NIE	ES LAND	SCAPE, INC.	Total Check Amount:	\$125.00
V58681	PTS COMMUNICATIONS, INC.	03/21/2025	31947	475141471	7147920398 MAR 2025	\$75.00
		PTS C	OMMUNIC	ATIONS, INC.	Total Check Amount:	\$75.00
V58682	QUARTECH CORRECTIONS LLC	03/21/2025	29933	950000000	ILJAOC IP SUPP FEB25	\$10,000.00
		03/21/2025	29933	951000000	ILJAOC OCSW FEB25	\$280.00
		03/21/2025	29933	951000000	ILJAOC PCDEC FEB25	\$12,937.50
		QUARTE	CH CORR	ECTIONS LLC	Total Check Amount:	\$23,217.50
V58683	READWRITE EDUCATIONAL	03/21/2025	3444	110404145	READING DEVELOPMENT	\$238.00
		READI	WRITE EDU	JCATIONAL	Total Check Amount:	\$238.00
V58684	PHILIP A RODRIGUEZ	03/21/2025	6580	110212111	CAL CHIEF TRAINING	\$86.00
		03/21/2025	6580	110212111	TEAM BLDG WORKSHOP	\$178.50
		PI	HILIP A RC	DRIGUEZ	Total Check Amount:	\$264.50
V58685	ROLLINS, INC DBA ORKIN, LLC.	03/21/2025	30616	110515141	PEST CONTROL JAN 2025	\$240.00
		03/21/2025	30616	490515151	PEST CONTROL JAN 2025	\$1,335.00
		03/21/2025	30616	110515125	PEST CONTROL JAN 2025	\$345.00
		03/21/2025	30616	420515131	PEST CONTROL JAN 2025	\$75.00
		ROLLI	NS, INC DI	BA ORKIN, LLC	. Total Check Amount:	\$1,995.00
V58686	SC FUELS	03/21/2025	16654	480515161	CLR DIESEL 1203.8 GAL	\$4,664.17
		03/21/2025	16654	480515161	UNL ETH 3967.9 GALS	\$15,235.18
			SC FU	ELS	Total Check Amount:	\$19,899.35
V58687	SOUTHERN CALIFORNIA NEWS GROUP	03/21/2025	32570	110212111	LEGAL NOTICE FEB 2025	\$336.58
		03/21/2025	32570	510707329	LEGAL NOTICE FEB 2025	\$715.97
		03/21/2025	32570	840141412	LEGAL NOTICE FEB 2025	\$2,096.47
		03/21/2025	32570	110323231	LEGAL NOTICE FEB 2025	\$1,310.58
		SOUTHERN C	CALIFORNI	IA NEWS GROU	IP Total Check Amount:	\$4,459.60
V58688	SOUTHWEST TOYOTALIFT	03/21/2025	21032	480515161	PUMP MOTOR	\$938.15
		SOUT	HWEST TO	DYOTALIFT	Total Check Amount:	\$938.15
V58689	STEAMX LLC	03/21/2025	24072	480515161	PRESSURE WASHER REPR	\$858.92

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
#		Date	STEAMX	CIIC	Total Check Amount:	\$858.92
V58690	STEVE A. FILARSKY, ATTORNEY-AT- LAW	03/21/2025		110141481	PROF LEGAL SVCS FEB25	\$1,565.00
		STEVE A. FIL	.ARSKY, A	TTORNEY-AT-L	AW Total Check Amount:	\$1,565.00
V58691	MISTY TERRANCE	03/21/2025	32955	110404145	WREATH MAKING WRKSHP	\$20.00
		03/21/2025	32955	110404541	WREATH MAKING WRKSHP	\$20.00
		/	MISTY TER	RANCE	Total Check Amount:	\$40.00
V58692	TOWNSEND PUBLIC AFFAIRS, INC.	03/21/2025	18881	110111145	CONSULTING SVCS MAR25	\$1,625.00
		03/21/2025	18881	430111145	CONSULTING SVCS MAR25	\$1,625.00
		03/21/2025	18881	410111145	CONSULTING SVCS MAR25	\$1,625.00
		03/21/2025	18881	420111145	CONSULTING SVCS MAR25	\$1,625.00
		TOWNSE	ND PUBLI	C AFFAIRS, INC	C. Total Check Amount:	\$6,500.00
V58693	RYAN L. TRENT	03/21/2025	14155	110212111	TEAM BLDG WORKSHOP	\$92.50
			RYAN L.	TRENT	Total Check Amount:	\$92.50
V58694	TRINITY SOUND COMPANY	03/21/2025	11364	110404521	AV SYSTEM	\$3,590.97
		TRINI	TY SOUND	COMPANY	Total Check Amount:	\$3,590.97
V58695	TROPICAL PLAZA NURSERY, INC	03/21/2025	2062	345515112	IRRIGATION REPAIR MD5	\$368.51
		TROPICA	AL PLAZA	NURSERY, INC	Total Check Amount:	\$368.51
V58696	TURBO DATA SYSTEMS, INC.	03/21/2025	1472	110212122	HH TPM LEASE FEB25	\$312.48
		TURB	O DATA SY	YSTEMS, INC.	Total Check Amount:	\$312.48
V58697	UKG KRONOS SYSTEMS LLC	03/21/2025	22688	475141471	TELESTAFF MIGRATION	\$243.00
		UKG KI	RONOS SY	STEMS LLC	Total Check Amount:	\$243.00
V58698	UNDERGROUND SERVICE ALERT/SC	03/21/2025	4537	420515131	DSB FEE 3/1/25	\$141.16
		03/21/2025	4537	420515131	DSB WTRDIST 3/1/25	\$70.58
		03/21/2025	4537	420515131	UGTICKETS SEWER FEB25	\$291.20
		03/21/2025	4537	420515131	UGTICKETS WATER FEB25	\$150.60
		UNDERGRO	OUND SER	VICE ALERT/SO	Total Check Amount:	\$653.54
V58699	UNICORN METALS	03/21/2025	17181	480515161	METAL STOCK	\$16.24
		U	INICORN M	METALS	Total Check Amount:	\$16.24
V58700	UNITED ROTARY BRUSH CORPORATION	03/21/2025	16649	480515161	SWEEPER BROOMS	\$711.84
		UNITED ROTA	RY BRUSI	H CORPORATIO	ON Total Check Amount:	\$711.84
V58701	FRANCESCA GIULIANA VIVANTI	03/21/2025	32128	440515122	MILEAGE FEB 2025	\$32.90
		FRANCI	ESCA GIUL	LIANA VIVANTI	Total Check Amount:	\$32.90
V58702	JOSES WALEHWA	03/21/2025	32922	110212111	TEAM BLDG WORKSHOP	\$178.50
		J	OSES WAL	EHWA	Total Check Amount:	\$178.50
V58703	WAXIE SANITARY SUPPLY	03/21/2025	3332	490515151	JANITORIAL	\$2,377.95
		03/21/2025	3332	110515141	JANITORIAL SUPPLIES	\$1,200.55
		WAX	E SANITAI	RY SUPPLY	Total Check Amount:	\$3,578.50

Between Mar 17, 2025 12:00 AM and Mar 21, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58704	WEST COAST ARBORISTS, INC.	03/21/2025	1556	110515142	TREE MNT 1/16-1/31	\$7,324.49
		03/21/2025	1556	345515112	TREEMNT MD5 1/16-1/31	\$1,103.25
		WEST C	COAST AR	BORISTS, INC.	Total Check Amount:	\$8,427.74
V58705	RICHARD W. WILDMAN	03/21/2025	26129	110212111	TEAM BLDG WORKSHOP	\$92.50
		RIC	WILDMAN	Total Check Amount:	\$92.50	
V58706	WILLDAN ENGINEERING	03/21/2025	12445	110515171	INSP SVCS THRU 9/27	\$408.00
		03/21/2025	12445	84051517P	PLAN CHECK SVCS 10/25	\$153.00
		03/21/2025	12445	110000000	INSP SVCS THRU 1/31	(\$2,086.00)
		03/21/2025	12445	110000000	PLAN CHECK SVCS 10/25	\$67.00
		03/21/2025	12445	510707476	INSP SVCS THRU 1/31	\$139.00
		03/21/2025	12445	840515171	INSP SVCS THRU 1/31	\$22,350.00
		03/21/2025	12445	840515171	INSP SVCS THRU 11/22	\$23,100.00
		03/21/2025	12445	110000000	INSP SVCS THRU 10/25	(\$1,893.50)
		03/21/2025	12445	110000000	INSP SVCS THRU 8/23	(\$2,348.50)
		03/21/2025	12445	110000000	INSP SVCS THRU 9/27	(\$2,660.00)
		03/21/2025	12445	840515171	INSP SVCS THRU 10/25	\$20,287.50
		03/21/2025	12445	840515171	INSP SVCS THRU 9/27	\$28,500.00
		03/21/2025	12445	110000000	INSP SVCS THRU 11/22	(\$2,156.00)
		03/21/2025	12445	110515171	INSP SVCS THRU 1/31	\$408.00
		03/21/2025	12445	110515171	INSP SVCS THRU 10/25	\$272.00
		03/21/2025	12445	510707483	PROF SVCS JAN25	\$2,377.21
		03/21/2025	12445	840515171	INSP SVCS THRU 8/23	\$25,162.50
		WILI	LDAN ENG	SINEERING	Total Check Amount:	\$112,080.21
V58707	CHRISTOPHER MICHAEL FRANCIS WINGER	03/21/2025	26711	110212111	TEAM BLDG WORKSHOP	\$92.50
		CHRISTOPHER	MICHAEL	FRANCIS WING	GER Total Check Amount:	\$92.50
V58708	SARA L. WOODWARD	03/21/2025	26083	110212122	MILEAGE FEBRUARY 2025	\$74.62
		SAI	RA L. WOO	DDWARD	Total Check Amount:	\$74.62
					Voucher Subtotal	\$360,525.92

TOTAL \$1,311,181.57

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197644	DANIELA ACEVES	03/28/2025	33374	84000000	BLD-2024-00940 REFUND	\$46.00
		I	DANIELA A	ACEVES	Total Check Amount:	\$46.00
197645	ADVEXURE LLC	03/28/2025	32736	234212143	DJI MATRICE (2)	\$511.82
			ADVEXUR	RE LLC	Total Check Amount:	\$511.82
197646	ANTHEM BLUE CROSS	03/28/2025	33376	174000000	AMBULANCE SVCS REFUND	\$508.36
		AN	THEM BLU	E CROSS	Total Check Amount:	\$508.36
197647	AON RISK INSURANCE SVCS WEST, INC.	03/28/2025	26311	470141483	24/25 ERTHQKE DIC FEE	\$490.11
		AON RISK II	NSURANCI	E SVCS WEST, I	NC. Total Check Amount:	\$490.11
197648	CHRIS A BEELER	03/28/2025	33410	840000000	ENG-2023-00159 REFUND	\$751.62
			CHRIS A E	BEELER	Total Check Amount:	\$751.62
197649	BLUE SHIELD OF CALIFORNIA	03/28/2025	33377	174000000	AMBULANCE SVCS REFUND	\$2,769.97
		BLUE	SHIELD OF	CALIFORNIA	Total Check Amount:	\$2,769.97
197650	BRANDWELL	03/28/2025	32326	110111151	BREA MARKETING SWAG	\$1,338.79
			BRANDV	VELL	Total Check Amount:	\$1,338.79
197651	AARON BRAXTON	03/28/2025	33375	110404542	24/25 DYDYHW	\$1,500.00
		Α	ARON BR	AXTON	Total Check Amount:	\$1,500.00
197652	CALIBER PAVING COMPANY, INC.	03/28/2025	21209	840000000	ENG-2023-00237 REFUND	\$1,281.00
		CALIBER	R PAVING	COMPANY, INC	Total Check Amount:	\$1,281.00
197653	COAST EMS, LLC	03/28/2025	33267	174222225	AMBULANCE SHEETS	\$516.88
			COAST EI	MS, LLC	Total Check Amount:	\$516.88
197654	COPPERFIELD ELECTRIC	03/28/2025	33378	840000000	BLD-2024-00860 REFUND	\$185.00
		COP	PERFIELD	ELECTRIC	Total Check Amount:	\$185.00
197655	COUNTY OF ORANGE	03/28/2025	4799	110212122	AFIS FEES NOV 2024	\$1,441.00
		со	UNTY OF	ORANGE	Total Check Amount:	\$1,441.00
197656	CRASH CHAMPIONS-BREA	03/28/2025	31635	480515161	ACCIDENT REPAIR	\$2,319.50
		CRAS	Н СНАМРІ	ONS-BREA	Total Check Amount:	\$2,319.50
197657	CROWN CASTLE	03/28/2025	25608	840000000	ENG-2024-00047 REFUND	\$108.00
			CROWN C	ASTLE	Total Check Amount:	\$108.00
197658	DEPARTMENT OF JUSTICE	03/28/2025	13406	110141481	FINGERPRNT APPS FEB25	\$375.00
		DEPA	RTMENT	OF JUSTICE	Total Check Amount:	\$375.00
197659	SOUTHERN CALIFORNIA EDISON	03/28/2025	3343	110515143	ELECTRICITY FEB/MAR25	\$971.00
		03/28/2025	3343	490515151	ELECTRICITY FEB/MAR25	\$0.88
		03/28/2025	3343	360515145	ELECTRICITY FEB/MAR25	\$1,407.27
		03/28/2025	3343	110515121	ELECTRICITY FEB/MAR25	\$9,161.55
		03/28/2025	3343	110515144	ELECTRICITY FEB/MAR25	\$3,594.99
		03/28/2025	3343	110515141	ELECTRICITY FEB/MAR25	\$4,592.23
		03/28/2025	3343	110515148	ELECTRICITY FEB/MAR25	\$132.07

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		SOUTHE	RN CALIFO	DRNIA EDISON	Total Check Amount:	\$19,859.99
197660	EMPLOYMENT DEVELOPMENT DEPT	03/28/2025	7464	110	616106806 032125 PR	\$100.00
		EMPLOYME	NT DEVEL	OPMENT DEPT	Total Check Amount:	\$100.00
197661	EVERNORTH CARE SOLUTIONS, INC.	03/28/2025	32734	110141481	EAP SVCS APR 2025	\$1,185.84
		EVERNOR	TH CARE S	SOLUTIONS, INC	C. Total Check Amount:	\$1,185.84
197662	LYDIA FLORES	03/28/2025	33379	174000000	AMBULANCE SVCS REFUND	\$35.18
			LYDIA FL	.ORES	Total Check Amount:	\$35.18
197663	FRONTIER COMMUNICATIONS	03/28/2025	26183	475141471	PHONE CHGS 3/7-4/6	\$58.76
		FRONTI	ER COMM	UNICATIONS	Total Check Amount:	\$58.76
197664	FRONTLINE PUBLIC SAFETY SOLUTIONS	03/28/2025	32896	110212111	25/26 TRNG TRACKER	\$6,300.00
		FRONTLINE I	PUBLIC SA	FETY SOLUTIO	NS Total Check Amount:	\$6,300.00
197665	THE GAS COMPANY	03/28/2025	3749	420515131	GAS FEB 2025	\$14.79
		03/28/2025	3749	490515151	GAS FEB 2025	\$6,745.11
		TH	HE GAS CO	MPANY	Total Check Amount:	\$6,759.90
197666	GOVERNMENT TRAINING AGENCY	03/28/2025	27548	110212111	INT TFC COLLSN INVSTG	\$1,098.00
		GOVERNM	IENT TRAI	NING AGENCY	Total Check Amount:	\$1,098.00
197667	SALMIEN HASSANKHAIL	03/28/2025	33380	960000000	OCCMA GEN MTG REIMB	\$702.41
		SAL	MIEN HAS	SANKHAIL	Total Check Amount:	\$702.41
197668	HOIST SERVICE INC	03/28/2025	8518	480515161	HOIST INSPECTION	\$392.24
		ı	HOIST SER	VICE INC	Total Check Amount:	\$392.24
197669	HOLLYDALE MOBILE ESTATES	03/28/2025	29393	270323218	SENIOR SUBSIDY APR25	\$254.00
		HOLLYE	DALE MOB	ILE ESTATES	Total Check Amount:	\$254.00
197670	HYDROPRO SOLUTIONS	03/28/2025	31845	420515131	METERS	\$6,684.17
		HYD	ROPRO SC	DLUTIONS	Total Check Amount:	\$6,684.17
197671	IDI LOGISTICS, LLC	03/28/2025	33412	840000000	ENG-2023-00218 REFUND	\$1,768.50
			IDI LOGIS	TICS, LLC	Total Check Amount:	\$1,768.50
197672	INTELLI-TECH	03/28/2025	8774	234212143	HP MONITORS [4]	\$8,984.80
			INTELLI	-TECH	Total Check Amount:	\$8,984.80
197673	JONES MAYER	03/28/2025	12144	110111112	LEGAL:CODE ENF FEB25	\$1,387.00
		03/28/2025	12144	110111112	CREDIT JAN25	(\$133.00)
			JONES M	AYER	Total Check Amount:	\$1,254.00
197674	KAISER FOUNDATION HEALTH PLAN	03/28/2025	25258	174000000	AMBULANCE SVCS REFUND	\$581.88
		KAISER FO	UNDATIO	N HEALTH PLAN	Total Check Amount:	\$581.88
197675	LAKE PARK BREA LP	03/28/2025	5289	270323218	SENIOR SUBSIDY APR25	\$508.00
		LA	KE PARK	BREA LP	Total Check Amount:	\$508.00
197676	LEON'S TRANSMISSION SERVICE, INC.	03/28/2025	12835	480515161	TRANSMISSION REPAIR	\$6,988.08
		LEON'S TE	RANSMISS	ION SERVICE, II	VC. Total Check Amount:	\$6,988.08

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197677	LOT 318	03/28/2025	32609	902009105	IGNITE LOT318 NOV24	\$10,479.40
		03/28/2025	32609	902009105	IGNITE LOT318 OCT24	\$5,827.75
		03/28/2025	32609	902009105	IGNITE LOT318 SEPT24	\$6,348.56
		03/28/2025	32609	902009105	IGNITE LOT318 DEC24	\$2,966.55
			LOT	318	Total Check Amount:	\$25,622.26
197678	DALE M LYON	03/28/2025	31253	840000000	ENG-2023-00170 REFUND	\$156.00
			DALE M	LYON	Total Check Amount:	\$156.00
197679	SHEILA R MECADO	03/28/2025	33381	110000000	REFUND	\$39.00
		S	HEILA R N	IECADO	Total Check Amount:	\$39.00
197680	MONJARAS & WISMEYER GROUP INC.	03/28/2025	32179	110141481	PROFSVCS 8894 JUL-MAR	\$437.50
		MONJARAS	& WISME	YER GROUP INC	C. Total Check Amount:	\$437.50
197681	MOORE FLOORING, INC.	03/28/2025	29107	181404250	BCC CARPET INSTALL	\$4,095.00
		МО	ORE FLOC	PRING, INC.	Total Check Amount:	\$4,095.00
197682	MY HEALTHY PENGUIN, LLC	03/28/2025	33408	110212111	FOOD VENDING MACHINE	\$549.00
		MY H	EALTHY PL	ENGUIN, LLC	Total Check Amount:	\$549.00
197683	MYERS TIRE SUPPLY	03/28/2025	16200	480515161	VALVE STEMS	\$61.02
		M	YERS TIRE	SUPPLY	Total Check Amount:	\$61.02
197684	NATIONAL AUTO FLEET GROUP	03/28/2025	26939	480515161	2025 FORD EXPLORER	\$182,076.03
		NATION	AL AUTO F	LEET GROUP	Total Check Amount:	\$182,076.03
197685	NETWORK CONNEX	03/28/2025	33411	840000000	ENG-2023-00078 REFUND	\$1,313.37
		NE	ETWORK C	ONNEX	Total Check Amount:	\$1,313.37
197686	NORAVIAN LAW FIRM	03/28/2025	33413	110000000	PHOTO REFUND	\$35.00
		NC	DRAVIAN L	AW FIRM	Total Check Amount:	\$35.00
197687	ODP BUSINESS SOLUTIONS, LLC	03/28/2025	31709	110212111	OFFICE SUPPLIES	\$45.74
		ODP BU	SINESS SC	DLUTIONS, LLC	Total Check Amount:	\$45.74
197688	ORANGE COUNTY PUMP INC.	03/28/2025	17138	346515112	PUMP REPAIR	\$5,201.25
		ORANG	GE COUNT	Y PUMP INC.	Total Check Amount:	\$5,201.25
197689	ORANGE VILLA SENIOR APARTMENTS	03/28/2025	29394	270323218	SENIOR SUBSIDY APR25	\$254.00
		ORANGE VII	LLA SENIO	R APARTMENT	S Total Check Amount:	\$254.00
197690	CAROL ORNELAS	03/28/2025	33409	840000000	ENG-2023-00148 REFUND	\$375.87
		C	CAROL OR	NELAS	Total Check Amount:	\$375.87
197691	RUBEN PADILLA	03/28/2025	33415	840000000	BLD-2024-00501 REFUND	\$120.00
			RUBEN PA	ADILLA	Total Check Amount:	\$120.00
197692	PROVIDENCE MEDICAL FOUNDATION	03/28/2025	33414	174000000	AMBULANCE SVCS REFUND	\$587.70
		PROVIDENC	CE MEDICA	AL FOUNDATION	V Total Check Amount:	\$587.70
197693	PUENTE HILLS FORD	03/28/2025	25742	480515161	ANTENNA CABLE	\$52.23
		03/28/2025	25742	480515161	OIL LEAK REPAIR	\$3,334.34
		03/28/2025	25742	480515161	EXHAUST & REPAIR	\$1,808.97

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		Pl	JENTE HIL	LS FORD	Total Check Amount:	\$5,195.54
197694	SADDLEBACK COLLEGE	03/28/2025	26047	174222222	PM220DIDCTC/230 CLNCL	\$1,165.00
		SADI	DLEBACK (COLLEGE	Total Check Amount:	\$1,165.00
197695	SUSAN SAXE-CLIFFORD, PH.D.	03/28/2025	22693	110141481	EMPL EVAL 3/20/25	\$400.00
		SUSAN	I SAXE-CL	IFFORD, PH.D.	Total Check Amount:	\$400.00
197696	SEAWAY ROOFING	03/28/2025	33417	840000000	BLD-2024-00888 REFUND	\$107.50
		S	EAWAY RO	OOFING	Total Check Amount:	\$107.50
197697	ROBERT SHARP	03/28/2025	33416	174000000	AMBULANCE SVCS REFUND	\$100.00
			ROBERT S	SHARP	Total Check Amount:	\$100.00
197698	SPARKLETTS	03/28/2025	3001	110141441	WTRDISP+BTTLS FEB25	\$907.64
			SPARKL	ETTS	Total Check Amount:	\$907.64
197699	ROBIN THRASHER	03/28/2025	33418	174000000	AMBULANCE SVCS REFUND	\$466.12
		F	OBIN THR	ASHER	Total Check Amount:	\$466.12
197700	TRAFFIC MANAGEMENT	03/28/2025	32565	840000000	ENG-2023-00076 REFUND	\$934.00
		03/28/2025	32565	84051517P	ENG-2023-00076 REFUND	\$0.02
		03/28/2025	32565	110000000	ENG-2023-00076 REFUND	(\$0.02)
		TRA	FFIC MANA	AGEMENT	Total Check Amount:	\$934.00
197701	TS GOVERNMENT SOLUTIONS, LLC	03/28/2025	28596	110404215	LIFE FITNESS EQPT/SVC	\$2,404.47
		TS GOVER	RNMENT S	OLUTIONS, LLC	Total Check Amount:	\$2,404.47
197702	UNIFIRST CORPORATION	03/28/2025	27988	110515141	UNIFORM SVCS MAR 2025	\$24.70
		03/28/2025	27988	110515148	UNIFORM SVCS MAR 2025	\$1.80
		03/28/2025	27988	360515145	UNIFORM SVCS MAR 2025	\$5.52
		03/28/2025	27988	480515161	UNIFORM SVCS MAR 2025	\$62.74
		03/28/2025	27988	361515148	UNIFORM SVCS MAR 2025	\$1.80
			2,000	301313140	ONII ONIII OVOO MAN 2023	Ψ1.00
		03/28/2025		420515131	UNIFORM SVCS MAR 2025	\$49.20
		03/28/2025 03/28/2025	27988			
			27988 27988	420515131	UNIFORM SVCS MAR 2025	\$49.20
		03/28/2025	27988 27988 27988	420515131 110515125	UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025	\$49.20 \$4.93
		03/28/2025 03/28/2025	27988 27988 27988 27988	420515131 110515125 110515143	UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41
		03/28/2025 03/28/2025 03/28/2025	27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123	UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41 \$50.43
		03/28/2025 03/28/2025 03/28/2025 03/28/2025	27988 27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123 440515126	UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025 UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41 \$50.43 \$5.70
		03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025	27988 27988 27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123 440515126 110515121	UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41 \$50.43 \$5.70 \$17.13
		03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025	27988 27988 27988 27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123 440515126 110515121 110515144	UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41 \$50.43 \$5.70 \$17.13 \$26.70
197703	UNITED RENTALS NORTHWEST, INC.	03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025	27988 27988 27988 27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123 440515126 110515121 110515144 490515151	UNIFORM SVCS MAR 2025	\$49.20 \$4.93 \$7.41 \$50.43 \$5.70 \$17.13 \$26.70 \$72.87
197703	UNITED RENTALS NORTHWEST, INC.	03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025 03/28/2025 <i>UNIF</i> 03/28/2025	27988 27988 27988 27988 27988 27988 27988 27988 27988	420515131 110515125 110515143 430515123 440515126 110515121 110515144 490515151	UNIFORM SVCS MAR 2025 Total Check Amount: CONCRETE	\$49.20 \$4.93 \$7.41 \$50.43 \$5.70 \$17.13 \$26.70 \$72.87

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
	и	VOODSBORO E	ELEMENTA	RY SCHOOL P	TA Total Check Amount:	\$402.50
197705	XEROX CORPORATION	03/28/2025	3349	110141441	PRINT CHGS 1021-1121	\$2,977.62
		03/28/2025	3349	110141441	VR280 USAGE NOV24	\$840.80
		03/28/2025	3349	110141441	MAKERREADY 6.0 FEB25	\$116.00
		03/28/2025	3349	110141441	MAKERREADY 6.0 JAN25	\$116.00
		XEF	ROX CORP	ORATION	Total Check Amount:	\$4,050.42
					Check Subtotal	\$315,384.42
V58709	ADMINISTRATIVE & PROF	03/28/2025	3344	110	4010 APEA MEMB 032125	\$552.00
		ADN	MINISTRAT	IVE & PROF	Total Check Amount:	\$552.00
V58710	THE ADVANTAGE GROUP	03/28/2025	24539	110	808C FSA URMED 032125	\$5,375.49
		03/28/2025	24539	110	808B FSADEPCAR 032125	\$2,659.21
		THE	ADVANTA (GE GROUP	Total Check Amount:	\$8,034.70
V58711	ALTERNATIVE HOSE, INC.	03/28/2025	18488	410515124	HOSE	\$1,473.51
		03/28/2025	18488	480515161	HOSE	\$262.60
		AL1	ERNATIVE	E HOSE, INC.	Total Check Amount:	\$1,736.11
V58712	BADGE FRAME, INC.	03/28/2025	24424	110212111	NAME PLATES	\$36.00
		03/28/2025	24424	110212111	NAME PLATES S.TAX	\$2.79
		03/28/2025	24424	110	NAME PLATES S.TAX	(\$2.79)
		Е	BADGE FR	AME, INC.	Total Check Amount:	\$36.00
V58713	THE BANK OF NEW YORK MELLON	03/28/2025	16062	930141424	CONTRL ACCT OCT-DEC24	\$2,910.96
		THE BANK	OF NEW	YORK MELLON	Total Check Amount:	\$2,910.96
V58714	BEST LAWN MOWER SERVICE	03/28/2025	16230	480515161	BLADE	\$239.22
		03/28/2025	16230	480515161	CARBURETOR	\$72.52
		BEST L	AWN MOW	ER SERVICE	Total Check Amount:	\$311.74
V58715	BIG BROTHERS BIG SISTERS	03/28/2025	32589	902009100	PROGRAM STAFF JAN25	\$2,642.58
		BIG B	ROTHERS	BIG SISTERS	Total Check Amount:	\$2,642.58
V58716	BOYS & GIRLS CLUBS	03/28/2025	26980	902009105	PROGRAM STAFF DEC24	\$1,572.00
		ВС	DYS & GIRI	LS CLUBS	Total Check Amount:	\$1,572.00
V58717	BOYS & GIRLS CLUB	03/28/2025		902009104	PROGRAM STAFF JAN25	\$7,788.00
		В	OYS & GIR	RLS CLUB	Total Check Amount:	\$7,788.00
V58718	BOYS & GIRLS CLUB OF LA HABRA	03/28/2025	32583	902009100	BIG6 PROG STAFF DEC24	\$3,882.24
		03/28/2025	32583	902009107	PROGRAM STAFF DEC24	\$5,850.30
		03/28/2025	32583	902009107	PROGRAM EXP DEC24	\$439.98
		03/28/2025	32583	902009100	BIG6 PROG EXP DEC24	\$125.00
		BOYS & C	SIRLS CLU	B OF LA HABRA		\$10,297.52
V58719	BPSEA MEMORIAL FOUNDATION	03/28/2025		110	4050 MEMORIAL 032125	\$115.50
		BPSEA M	IEMORIAL	FOUNDATION	Total Check Amount:	\$115.50

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58720	BREA CITY EMPLOYEES ASSOCIATION	03/28/2025	3236	110	4005 BCEA MEMB 032125	\$792.00
		BREA CITY	EMPLOYE	ES ASSOCIATIO	ON Total Check Amount:	\$792.00
V58721	BREA DISPOSAL, INC	03/28/2025	3330	440515122	REFUSE COLLECTN FEB25	\$193,406.18
		03/28/2025	3330	440515122	JAN 2025 RES TONNAGE	\$85,820.58
		В	REA DISPO	OSAL, INC	Total Check Amount:	\$279,226.76
V58722	BREA FIREFIGHTERS ASSOCIATION	03/28/2025	3237	110	4016 ASSOCMEMB 032125	\$4,059.00
		BREA FIRI	EFIGHTER	S ASSOCIATIOI	V Total Check Amount:	\$4,059.00
V58723	BREA POLICE ASSOCIATION	03/28/2025	3769	110	4030 BPA REG 032125	\$3,550.00
		BREA	POLICE A	SSOCIATION	Total Check Amount:	\$3,550.00
V58724	BREA POLICE ATHLETIC LEAGUE	03/28/2025	1068	110	5010 B.P.A.L. 032125	\$130.00
		BREA PC	DLICE ATH	LETIC LEAGUE	Total Check Amount:	\$130.00
V58725	BREA POLICE MANAGEMENT ASSOCIATION	03/28/2025	21189	110	4019 LDF MEMB 032125	\$57.00
	ASSOCIATION	03/28/2025	21189	110	4020 PMA MEMB 032125	\$162.50
	BR	REA POLICE I	MANAGEM	ENT ASSOCIAT	TON Total Check Amount:	\$219.50
V58726	CANON FINANCIAL SERVICES, INC.	03/28/2025	20648	110141441	PRNTCHGS PW/BRC MAR25	\$42.44
		03/28/2025	20648	110141441	CPRLEASE FS1-4 MAR25	\$101.28
		03/28/2025	20648	110141441	CPRLEASE PW/BRC MAR25	\$352.45
		03/28/2025	20648	110141441	PRNTCHGS FS1-4 MAR25	\$33.92
		CANON I	FINANCIAL	. SERVICES, INC	C. Total Check Amount:	\$530.09
V58727	RYAN HENRY CARDENAS	03/28/2025	30157	110212111	TRAINING MILEAGE	\$142.10
		RYAN	I HENRY C	ARDENAS	Total Check Amount:	\$142.10
V58728	CARNEY MEHR, A LEGAL CORPORATION	03/28/2025	28329	950000000	ILJAOC LGL SVCS FEB25	\$810.00
	C	CARNEY MEH	IR, A LEGA	AL CORPORATION	ON Total Check Amount:	\$810.00
V58729	CHRYSALIS, CHRYSALIS ENTERPRISES	03/28/2025	32584	902009100	PROGRAM STAFF JAN25	\$2,573.69
		CHRYSALIS,	, CHRYSAL	LIS ENTERPRIS	ES Total Check Amount:	\$2,573.69
V58730	BRANDON CHUNG	03/28/2025	18773	460141474	MILEAGE JAN 2025	\$56.00
		03/28/2025	18773	460141474	MILEAGE FEB 2025	\$56.00
		В	RANDON (CHUNG	Total Check Amount:	\$112.00
V58731	COMLOCK SECURITY-GROUP	03/28/2025	13625	110515141	KEYS	\$352.69
		COMLO	CK SECUR	RITY-GROUP	Total Check Amount:	\$352.69
V58732	COMPLETE PAPERLESS SOLUTIONS.	03/28/2025	29446	475141471	24/25 LASERFISCHE MNT	\$17,514.00
	LLC	03/28/2025	29446	475141471	24/25 CLDSTRGE RENEWL	\$18,351.00
	C	COMPLETE P	APERLESS	S SOLUTIONS. L	LC Total Check Amount:	\$35,865.00
V58733	THE CONNECTION CORPORATION	03/28/2025	31669	110404542	PLAY ATTDNC & Q&A	\$300.00
		THE CON	NECTION C	CORPORATION	Total Check Amount:	\$300.00
V58734	CPS HR CONSULTING	03/28/2025	2971	110141481	ACCOUNTANT EXAM	\$1,452.00
		03/28/2025	2971	110141481	CLERICAL E/L EXAM	\$682.00
		03/28/2025	2971	110141481	EXEC ASSISTANT EXAM	\$1,232.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		CF	S HR CON	SULTING	Total Check Amount:	\$3,366.00
V58735	E.J. WARD INC	03/28/2025	11309	480515161	FUEL HOSTING	\$1,169.00
			E.J. WA	RD INC	Total Check Amount:	\$1,169.00
V58736	ECONOLITE SYSTEMS, INC.	03/28/2025	27147	110515121	ST LIGHT POLE INSTALL	\$8,522.84
		ECO	NOLITE SY	STEMS, INC.	Total Check Amount:	\$8,522.84
V58737	ENTENMANN ROVIN COMPANY	03/28/2025	3457	110212111	BADGES	\$458.45
		ENTENM	ANN ROVI	N COMPANY	Total Check Amount:	\$458.45
V58738	FLEMING ENVIRONMENTAL, INC.	03/28/2025	18487	480515161	GENERATOR FUEL REPAIR	\$1,084.61
		FLEMIN	G ENVIRO	NMENTAL, INC.	Total Check Amount:	\$1,084.61
V58739	GALE SUPPLY COMPANY	03/28/2025	21090	110515141	JANITORIAL SUPPLIES	\$945.12
		GALE	SUPPLY	COMPANY	Total Check Amount:	\$945.12
V58740	ADAM C HAWLEY	03/28/2025	5028	110212111	TRAINING REIMB	\$204.00
			ADAM C HA	AWLEY	Total Check Amount:	\$204.00
V58741	HOLLY ELECTRIC INC.	03/28/2025	27530	344515112	REPAIR EQUIPMENT	\$505.46
		Н	OLLY ELEC	CTRIC INC.	Total Check Amount:	\$505.46
V58742	HOMELESS INTERVENTION SVCS OF OC	03/28/2025	32581	902009100	PROGRAM STAFF JAN25	\$2,241.80
		HOMELESS I	NTERVEN	TION SVCS OF	OC Total Check Amount:	\$2,241.80
V58743	IMPERIAL SPRINKLER SUPPLY	03/28/2025	32183	110515141	PLUMBING SUPPLIES	\$413.87
		IMPERI	AL SPRIN	KLER SUPPLY	Total Check Amount:	\$413.87
V58744	INFOSEND, INC.	03/28/2025	19016	110323214	FEB25 ECON DEV	\$54.20
		03/28/2025	19016	420141421	FEB25 PRMT IMAGE ARCH	\$288.81
		03/28/2025	19016	110404421	FEB25 SPCL EVENTS	\$108.41
		03/28/2025	19016	420141421	FEB25 WTR: POSTAGE	\$5,419.73
		03/28/2025	19016	110111151	FEB25 COMM & MKTG	\$54.21
		03/28/2025	19016	420141421	FEB25 WTR: PRNT/MAIL	\$1,753.55
			INFOSE	ND, INC.	Total Check Amount:	\$7,678.91
V58745	INLAND ROUNDBALL OFFICIALS INC.	03/28/2025	31906	110404424	REFEREE FEES 316-318	\$1,010.00
		INLAND R	OUNDBAL	L OFFICIALS IN	C. Total Check Amount:	\$1,010.00
V58746	KEENAN & ASSOCIATES	03/28/2025	22439	470141483	2025 WORKERS' COMP #4	\$11,844.91
		KEE	NAN & AS	SOCIATES	Total Check Amount:	\$11,844.91
V58747	L.N. CURTIS & SONS	03/28/2025	1053	110222221	RADIO HOLDERS	\$405.14
		03/28/2025	1053	174222225	PANTS	\$90.51
		03/28/2025	1053	174222225	UNIFORM	\$688.97
		03/28/2025	1053	110222221	UNIFORM	\$434.85
		I	L.N. CURTI	S & SONS	Total Check Amount:	\$1,619.47
V58748	LAKEMAN CHASSIS	03/28/2025	12885	490515151	METAL FAB	\$242.87
		LAKEMAN CHASSIS Total Check				\$242.87
V58749	LIBERTY PAINTING & RESTORATION, INC	03/28/2025	25899	110515141	PNTNG RESTRM CITY HALL	\$500.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
		LIBERTY PA	INTING &	RESTORATION,	INC Total Check Amount:	\$500.00	
V58750	LIFE-ASSIST, INC.	03/28/2025	10530	174222222	PM SUPPLIES FS1	\$584.98	
		03/28/2025	10530	174222222	PM SUPPLIES FS3	\$577.50	
		03/28/2025	10530	174222225	PM SUPPLIES FS2	\$2,589.42	
			LIFE-AS:	SIST, INC.	Total Check Amount:	\$3,751.90	
V58751	MATTHEW GOMEZ LUERA	03/28/2025	31444	110212111	TRAINING MILEAGE	\$315.00	
		MATT	HEW GOM	IEZ LUERA	Total Check Amount:	\$315.00	
V58752	MICHAEL BAKER INTERNATIONAL, INC.	03/28/2025	31634	84032323E	PROF SVCS FEB25	\$645.00	
		MICHAEL B	AKER INT	ERNATIONAL, II	VC. Total Check Amount:	\$645.00	
V58753	CAITLIN MOHNEY	03/28/2025	29108	110404521	YOGA FEB 2025	\$90.00	
			CAITLIN M	IOHNEY	Total Check Amount:	\$90.00	
V58754	MOTOROLA SOLUTIONS, INC.	03/28/2025	22012	234212143	MOTOROLA - TAXES	\$61,904.00	
		мото	ROLA SOL	UTIONS, INC.	Total Check Amount:	\$61,904.00	
V58755	MUNICIPAL WATER DISTRICT	03/28/2025	3784	420515131	WATER DELIVERY FEB25	\$7,232.33	
		03/28/2025	3784	420515131	LEAK SURVEY	\$1,302.00	
		MUNIC	CIPAL WAT	TER DISTRICT	Total Check Amount:	\$8,534.33	
V58756	NIEVES LANDSCAPE, INC.	03/28/2025	31375	346515112	TREE BRANCH RMVL	\$125.00	
		NIE	VES LAND	SCAPE, INC.	Total Check Amount:	\$125.00	
V58757	OC UNITED TOGETHER, INC.	03/28/2025	32617	902009100	THRIVE PROG STF JAN25	\$4,587.00	
		03/28/2025	32617	902009104	SFYC PROG STAFF JAN25	\$4,612.50	
		oc u	NITED TO	GETHER, INC.	Total Check Amount:	\$9,199.50	
V58758	APPLEDORE, INC DBA OUTREACH GRID	03/28/2025	32440	902009100	O/R GRID LICNESE #3	\$67,164.00	
		APPLEDORE	, INC DBA	OUTREACH GR	RID Total Check Amount:	\$67,164.00	
V58759	PLUMBING WHOLESALE OUTLET, INC.	03/28/2025	18392	110515141	PLUMBING SUPPLIES	\$243.72	
		PLUMBING	WHOLESA	ALE OUTLET, IN	C. Total Check Amount:	\$243.72	
V58760	RICHARDS, WATSON & GERSHON	03/28/2025	8978	110212111	GEN LGL SVCS JAN25	\$7,381.00	
		03/28/2025	8978	110222211	GEN LGL SVCS JAN25	\$4,273.00	
		03/28/2025	8978	110323214	GEN LGL SVCS JAN25	\$13,738.60	
		03/28/2025	8978	110515111	0202 SCHWRZ/DEF JAN25	\$23.00	
		03/28/2025	8978	440515122	GEN LGL SVCS JAN25	\$2,247.00	
		03/28/2025	8978	480515161	0202 SCHWRZ/DEF JAN25	\$60.00	
		03/28/2025	8978	110111112	GEN LGL SVCS JAN25	\$6,431.16	
		03/28/2025	8978	110515111	GEN LGL SVCS JAN25	\$1,401.40	
		03/28/2025	8978	840141412	GEN LGL SVCS JAN25	\$486.00	
		RICHARD	S, WATSO	N & GERSHON	Total Check Amount:	\$36,041.16	
V58761	RPW SERVICES, INC.	03/28/2025	3791	360515147	PEST SPRAY	\$180.00	
		RPW SERVICES, INC. Total Check Amount:					
V58762	SITEONE LANDSCAPE SUPPLY, LLC	03/28/2025	25942	110515143	PLUMBING SUPPLIES	\$497.63	

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58762	SITEONE LANDSCAPE SUPPLY, LLC	03/28/2025	25942	110515148	PLUMBING SUPPLIES	\$529.04
		03/28/2025	25942	361515148	PLUMBING SUPPLIES	\$512.57
		SITEONE I	LANDSCAF	PE SUPPLY, LLO	C Total Check Amount:	\$1,539.24
V58763	SOLIDARITY, INC.	03/28/2025	32612	902009100	PROGRAM STAFF DEC24	\$1,393.00
		03/28/2025	32612	902009100	PROGRAM STAFF JAN25	\$1,287.00
			SOLIDAR	ITY, INC.	Total Check Amount:	\$2,680.00
V58764	SOUTHERN CALIFORNIA NEWS GROUP	03/28/2025	32570	110404421	SPRING BOUTIQUE AD	\$836.80
		SOUTHERN (CALIFORNI	IA NEWS GROU	P Total Check Amount:	\$836.80
V58765	TEAM KIDS, INC.	03/28/2025	32616	902009100	PRGRM STAFF DEC-JAN25	\$13,582.50
		03/28/2025	32616	902009100	CREDIT	(\$1,111.94)
		03/28/2025	32616	902009100	PROGRAM EXP DEC-JAN25	\$858.96
			TEAM KI	DS, INC.	Total Check Amount:	\$13,329.52
V58766	TERRY'S TESTING, INC.	03/28/2025	9217	110515141	BACKFLOW TESTING	\$1,650.00
		03/28/2025	9217	110515148	BACKFLOW TESTING	\$550.00
		03/28/2025	9217	110515125	BACKFLOW TESTING	\$330.00
		03/28/2025	9217	110515143	BACKFLOW TESTING	\$4,070.00
		03/28/2025	9217	490515151	BACKFLOW TESTING	\$1,705.00
		TE	ERRY'S TE	STING, INC.	Total Check Amount:	\$8,305.00
V58767	TIM SHAW & ASSOCIATES	03/28/2025	32567	902009100	PROGRAM STAFF FEB25	\$750.00
		TIM S	SHAW & AS	SSOCIATES	Total Check Amount:	\$750.00
V58768	TROPICAL PLAZA NURSERY, INC	03/28/2025	2062	345515112	MD5 LANDSCAPE MAR25	\$2,926.71
		03/28/2025	2062	420515131	CITY RESERVOIRS MAR25	\$1,783.97
		03/28/2025	2062	110515143	GATEWAY CTR MAR25	\$1,543.93
		TROPICA	AL PLAZA	NURSERY, INC	Total Check Amount:	\$6,254.61
V58769	TURBO DATA SYSTEMS, INC.	03/28/2025	1472	110212122	CITATION PROCESSING	\$682.38
		TURB	O DATA S	YSTEMS, INC.	Total Check Amount:	\$682.38
V58770	VINTAGE CREEK SENIOR APARTMENTS LP	03/28/2025	29395	270323218	SENIOR SUBSIDY APR25	\$254.00
	V	INTAGE CRE	EK SENIOF	R APARTMENTS	S LP Total Check Amount:	\$254.00
V58771	ZERO WASTE USA INC/MUTT MITT	03/28/2025	22125	346515112	DOG WASTE BAGS	\$350.00
		03/28/2025	22125	343515112	DOG WASTE BAGS	\$439.53
		03/28/2025	22125	110515148	DOG WASTE BAGS	\$637.65
		ZERO W	ASTE USA	INC/MUTT MITT	Total Check Amount:	\$1,427.18
					Voucher Subtotal	\$630,719.59
W25016	THE BANK OF NEW YORK MELLON	03/24/2025	16062	110	2021 RFNDG LEASE REV DEBT	\$43,248.40
		THE BANK	OF NEW	YORK MELLON	Total Check Amount:	\$43,248.40
					Wire Subtotal	\$43,248.40
						+ 10,2 ro.40

Between Mar 24, 2025 12:00 AM and Mar 28, 2025 11:59 PM

С	heck	Vendor Name	Check	Vendor	Budget Unit	Description	Amount
	#		Date	#			

TOTAL \$989,352.41