CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING AGENDA

MAY 10, 2016
9:00 AM

Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Roy Haber, III
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

- ***Agenda Items:*** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*

- ***Public Comments (Agenda Items Only):*** *During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

1. Call to Order

2. Flag Salute

3. Roll Call

4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Official to pay the bills.

5.2 Consideration of Resolution No. CC 2016-27 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING POLICIES AND PROCEDURES FOR TIMEKEEPING TO CALCULATE EMPLOYEE PAY AND BENEFITS

RECOMMENDED ACTION: Adopt Resolution CC 2016-27.

5.3 Consideration of rejection of proposals received for Operations and Maintenance Services of the Existing Industry Metrolink 2 MWdc Solar Carport Facility

RECOMMENDED ACTION: Reject all proposals and authorize re-advertising.

5.4 Consideration of award of Contract No. CITY-1421, Valley Boulevard Reconstruction with PCC Pavement from Turnbull Canyon Road to Hacienda Boulevard, to Sully-Miller Contracting Co., in the amount of $3,828,191.00

RECOMMENDED ACTION: Award the contract to Sully-Miller Contracting Co., in the amount of $3,828,191.00.

5.5 Consideration of Change Order Nos. 1 and 2 to H&H General Contractors, Inc., in the amount of $223,600.00, for Emergency Follows Camp Facilities Maintenance and Repair Project, Contract No. CITY-1426

RECOMMENDED ACTION: Approve Change Order Nos. 1 and 2 in the amount of $223,600.00, and authorize the City Clerk to file a Notice of Completion.

5.6 Consideration of a License Agreement between the City of Industry and Orange County Fire Authority, California Department of Forestry and Fire Protection, Chino Valley Fire District, County of Los Angeles, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of

Orange, and the City of West Covina, for access to Assessor's Parcel No. 8714-026-271, located at 19001 Tonner Canyon Road, for various fire protection training exercises associated with the Annual SOLAR (San Bernardino, Orange, Los Angeles and Riverside Counties) Exercise to be held May 18-20, 2016

RECOMMENDED ACTION: Approve the Agreement.

5.7 Consideration of Amendment No. 1 to Professional Services Agreement with Advantus Capital Management, Inc., to provide investment management and advisory services

RECOMMENDED ACTION: Approve Amendment No. 1.

5.8 Request from the City of La Puente for a $30,000.00 contribution to the City of La Puente's 2016 Independence Day Celebration

RECOMMENDED ACTION: Approve the request.

5.9 Request from Peter R. Miller, President of Veterans Benefit Ropers, requesting a three-year sustaining grant of $25,000.00 per year to the Veterans Benefit Ropers Foundation

RECOMMENDED ACTION: Approve the request.

5.10 Consideration of Resolution No. CC 2016-31 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A SALARY RANGE SCHEDULE FOR CITY COMMISSIONS

RECOMMENDED ACTION: Approve Resolution No. CC 2016-31.

5.11 Consideration of Resolution No. CC 2016-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CT CHESTNUT LLC, FOR THE PROPERTY LOCATED AT 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA AND ADOPTING THE NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-32.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2016-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 15-20 FOR THE CONSTRUCTION OF A 2,492 SQUARE FOOT FAST-FOOD RESTAURANT LOCATED AT 17537 CASTLETON STREET IN THE

CITY OF INDUSTRY, CALIFORNIA, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution CC 2016-28.

7. **PUBLIC HEARING ITEMS**

7.1 Public Hearing to consider Conditional Use Permit (CUP) No. 15-19, submitted by Tommy's Hamburgers for a fast-food restaurant with more than 50 seats located at 17537 Castleton Street in the City of Industry

a. Consideration of Resolution No. CC 2016-29 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING FINDINGS AND ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN 15-20 FOR THE CONSTRUCTION OF A 2,492 SQUARE FOOT FAST-FOOD RESTAURANT AND CONDITIONAL USE PERMT

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-29.

b. Consideration of Resolution No. CC 2016-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 15-19, TO ALLOW A FAST-FOOD RESTAURANT WITH MORE THAN 50 SEATS AT 17537 CASTLETON STREET, CITY OF INDUSTRY, CALIFORNIA AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-30.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Zerep Management Corp., et al.
Los Angeles Superior Court

Case No. BC583096

12. Adjournment. Next regular meeting: Thursday, May 26, 2016 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MAY 10, 2016

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	1,864,682.60
103	PROP A FUND	9,317.63
120	CAPITAL IMPROVEMENT FUND	957,005.63
161	IPUC - ELECTRIC	112,466.58
TOTAL ALL FUNDS		2,943,472.44

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	808,649.11
PR/A	PROP A -CKING ACCOUNT	9,317.63
WFBK	WELLS FARGO - CKING ACCOUNT	2,125,505.70
TOTAL ALL BANKS		2,943,472.44

CITY OF INDUSTRY
BANK OF AMERICA
May 10, 2016

Check	Date			Payee Name	Check Amount
CITYELEC.CHK - City Electric					
1379	04/27/2016			**CITY OF INDUSTRY**	$94,790.90
	Invoice	Date	Description	Amount	
	04/27/16	04/27/2016	TRANSFER FUNDS-ELECTRIC	$94,790.90	
CITYGEN.CHK - City General					
WT999	04/27/2016			**STATE BOARD OF EQUALIZATION**	$336.00
	Invoice	Date	Description	Amount	
	00025986296	04/27/2016	IH FUEL PUMP TAXES-FIRST QTR 2016	$336.00	
24306	04/20/2016			**CITY OF INDUSTRY**	$502,463.29
	Invoice	Date	Description	Amount	
	4/20/16-A	04/20/2016	TRANSFER FUNDS-SAVINGS	$502,463.29	
24307	04/20/2016			**CITY OF INDUSTRY**	$2,041.87
	Invoice	Date	Description	Amount	
	4/20/16-B	04/20/2016	TRANSFER FUNDS 91-1 ADMIN	$2,041.87	
24308	04/20/2016			**CITY OF INDUSTRY**	$204,186.41
	Invoice	Date	Description	Amount	
	4/20/16-C	04/20/2016	TRANSFER FUNDS 91-1 REDEMPTION	$204,186.41	

CITY OF INDUSTRY
BANK OF AMERICA
May 10, 2016

Check	Date			Payee Name	Check Amount
PARKCIT.CHK - Parking Citation Checking					
560	04/19/2016			**MADARANG, CHRISTIAN**	$65.00
	Invoice	Date	Description	Amount	
	4/19/16	04/19/2016	REFUND-CITATION #130567	$65.00	
561	04/26/2016			**SUPERIOR COURT OF CALIFORNIA,**	$4,363.00
	Invoice	Date	Description	Amount	
	MARCH 2016	04/26/2016	PARKING CITATIONS REPORT-MAR 2016	$4,363.00	
562	04/26/2016			**TURBO DATA SYSTEMS, INC**	$402.64
	Invoice	Date	Description	Amount	
	24205	03/31/2016	CITATION PROCESSING-FEB/MAR 2016	$402.64	

Checks	Status	Count	Transaction Amount
	Total	**8**	**$808,649.11**

CITY OF INDUSTRY

PROP A

May 10, 2016

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
11632	04/28/2016			**CITY OF INDUSTRY-REFUSE**	$78.80
	Invoice	Date	Description	Amount	
	2472553	04/01/2016	DISP SVC-METROLINK	$78.80	
11633	04/28/2016			**INDUSTRY SECURITY SERVICES**	$8,648.65
	Invoice	Date	Description	Amount	
	14-17089	03/25/2016	SECURITY SVC-METROLINK	$1,729.73	
	14-17147	04/01/2016	SECURITY SVC-METROLINK	$1,729.73	
	14-17208	04/08/2016	SECURITY SVC-METROLINK	$1,729.73	
	14-17273	04/15/2016	SECURITY SVC-METROLINK	$1,729.73	
	14-17340	04/22/2016	SECURITY SVC-METROLINK	$1,729.73	
11634	04/28/2016			**SO CAL INDUSTRIES**	$187.74
	Invoice	Date	Description	Amount	
	217237	03/04/2016	RR RENTAL-METROLINK	$93.87	
	220272	03/29/2016	RR RENTAL-METROLINK	$93.87	
11635	04/28/2016			**SO CALIFORNIA EDISON COMPANY**	$256.44
	Invoice	Date	Description	Amount	
	2016-00001274	04/20/2016	2/23-3/23/16 SVC-600 BREA CYN B	$256.44	
11636	04/28/2016			**WALNUT VALLEY WATER DISTRICT**	$146.00
	Invoice	Date	Description	Amount	
	2271833	04/12/2016	3/3-4/4/16 SVC-PLATFORM METROLINK BREA CYN	$18.87	
	2270872	04/07/2016	3/1-3/30/16 SVC-IRR METROLINK STN-SPANISH LN	$127.13	

Checks	Status	Count	Transaction Amount
	Total	**5**	**$9,317.63**

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2016

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63910	04/22/2016			**EXXON MOBIL**	$758.02
	Invoice	Date	Description	Amount	
	72006767604	04/08/2016	FUEL-SECURITY VEHICLES	$758.02	
63911	04/22/2016			**RICOH USA, INC.**	$3,448.87
	Invoice	Date	Description	Amount	
	49709826	04/09/2016	COPIER LEASE-HR FOR APR 2016	$282.73	
	49698522	04/09/2016	COPIER LEASE-APR 2016	$3,166.14	
63912	04/26/2016			**CITY OF INDUSTRY-MEDICAL**	$8,700.00
	Invoice	Date	Description	Amount	
	ADD'L 4/28/16	04/25/2016	TRANSFER FUNDS-MEDICAL	$8,700.00	
63913	04/26/2016			**CITY OF CHINO HILL UTILITY**	$326.90
	Invoice	Date	Description	Amount	
	2016-00001251	04/19/2016	03/15-04/14/16 SVC - 1550 RANCHO HILLS DR	$326.90	
63914	04/26/2016			**FRONTIER**	$246.30
	Invoice	Date	Description	Amount	
	2016-00001256	04/01/2016	04/01-04/30/16 SVC - GENERATOR SITE-TELEMETRY	$50.36	
	2016-00001257	04/01/2016	04/01-04/30/16 SVC - GENERATOR SITE-TELEMETRY	$53.07	
	2016-00001258	04/04/2016	04/04-05/03/16 SVC - EM-21858 GARCIA LN-ALARM	$64.00	
	2016-00001259	04/04/2016	04/04-05/03/16 SVC - GS-21620 VALLEY BLVD	$53.07	
	2016-00001260	04/07/2016	04/07-05/06/16 SVC - GS-408 BREA CYN RD	$25.80	
63915	04/26/2016			**GAS COMPANY, THE**	$131.91
	Invoice	Date	Description	Amount	
	2016-00001252	04/11/2016	03/08-04/07/16 SVC - 15651 STAFFORD ST	$131.91	
63916	04/26/2016			**INDUSTRY PUBLIC UTILITY**	$2,015.49
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2016

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2016-00001253	04/13/2016	03/10-04/10/16 SVC - 600 BREA CYN RD	$2,015.49	
63917	04/26/2016		04/26/2016	**ROWLAND WATER DISTRICT**	($3,001.26)
	Invoice	Date	Description	Amount	
			CK VOIDED-PAID WRONG VENDOR		
	2270901	04/07/2016	03/01-03/30/16 SVC - IRR 820 FAIRWAY DR	($61.06)	
	2270952	04/07/2016	03/01-03/30/16 SVC - LEMON AVE N OF CURRIER RD	($36.81)	
	2270986	04/07/2016	03/01-03/30/16 SVC - BREA CYN RD & OLD RANCH RD	($31.92)	
	2271002	04/07/2016	03/01-03/30/16 SVC - FERRERO & GRAND EAST	($455.52)	
	2271020	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY METER #1	($244.10)	
	2271021	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY METER #2	($73.34)	
	2271027	04/07/2016	03/01-03/30/16 SVC - GRAND AVE CROSSING	($73.34)	
	2271028	04/07/2016	03/01-03/30/16 SVC - GRAND AVE CROSSING	($73.34)	
	2271030	04/07/2016	03/01-03/30/16 SVC - 22002 VALLEY BLVD	($206.33)	
	2271047	04/07/2016	03/01-03/30/16 SVC - 21350 VALLEY-MEDIAN	($66.15)	
	2271048	04/07/2016	03/01-03/30/16 SVC - GRAND CROSSING EAST	($43.33)	
	2271049	04/07/2016	03/01-03/30/16 SVC - GRAND CROSSING WEST	($40.07)	
	2271050	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY & GRAND N/W	($669.05)	
	2271057	04/07/2016	03/01-03/30/16 SVC - E/S GRAND S/O BAKER PKWY	($123.00)	
	2271063	04/07/2016	03/01-03/30/16 SVC - BREA CYN N OF RR TRKS	($131.34)	
	2271064	04/07/2016	03/01-03/30/16 SVC - BREA CYN N OF CURRIER	($23.76)	
	2271066	04/07/2016	03/01-03/30/16 SVC - 60 FWY INTERCHANGE	($20.50)	
	2271084	04/07/2016	03/01-03/30/16 SVC - END OF BAKER PKWY-TEMP	($451.42)	
	2271834	04/12/2016	03/03-04/04/16 SVC - PUMP STN BREA CYN	($18.87)	
	2271971	04/12/2016	03/03-04/04/16 SVC - 19835 WALNUT DR	($101.84)	
	2272060	04/12/2016	03/03-04/04/16 SVC - NOGALES PUMP STN	($56.17)	
63918	04/26/2016			**SAN GABRIEL VALLEY WATER CO.**	$487.38
	Invoice	Date	Description	Amount	
	2016-00001254	04/18/2016	03/15-04/15/16 SVC - 14329 VALLEY	$442.89	
	2016-00001255	04/19/2016	03/16-04/18/16 SVC - 336 EL ENCANTO	$44.49	

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2016

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63919	04/26/2016			**SO CALIFORNIA EDISON COMPANY**	$2,374.39
	Invoice	Date	Description	Amount	
	2016-00001261	04/12/2016	03/01-04/01/16 SVC - GALE AVE/L ST	$34.73	
	2016-00001262	04/13/2016	03/11-04/12/16 SVC - 575 BALDWIN PARK AVE U	$69.12	
	2016-00001263	04/13/2016	02/12-04/08/16 SVC - VALLEY BLVD U-VARIOUS SITES	$620.95	
	2016-00001264	04/14/2016	03/14-04/13/16 SVC - 490 7TH U	$64.72	
	19835WAL-APR16	04/15/2016	03/15-04/14/16 SVC - 19835 E WALNUT DRIVE	$57.87	
	2016-00001266	04/19/2016	03/17-04/18/16 SVC - 17635 GALE	$1,488.09	
	2016-00001267	04/19/2016	03/17-04/18/16 SVC - 1341 FULLERTON RD	$38.91	
63920	04/26/2016			**WALNUT VALLEY WATER DISTRICT**	$3,001.26
	Invoice	Date	Description	Amount	
	2270901	04/07/2016	03/01-03/30/16 SVC - IRR 820 FAIRWAY DR	$61.06	
	2270952	04/07/2016	03/01-03/30/16 SVC - LEMON AVE N OF CURRIER RD	$36.81	
	2270986	04/07/2016	03/01-03/30/16 SVC - BREA CYN RD & OLD RANCH RD	$31.92	
	2271002	04/07/2016	03/01-03/30/16 SVC - FERRERO & GRAND EAST	$455.52	
	2271020	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY METER #1	$244.10	
	2271021	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY METER #2	$73.34	
	2271027	04/07/2016	03/01-03/30/16 SVC - GRAND AVE CROSSING	$73.34	
	2271028	04/07/2016	03/01-03/30/16 SVC - GRAND AVE CROSSING	$73.34	
	2271030	04/07/2016	03/01-03/30/16 SVC - 22002 VALLEY BLVD	$206.33	
	2271047	04/07/2016	03/01-03/30/16 SVC - 21350 VALLEY-MEDIAN	$66.15	
	2271048	04/07/2016	03/01-03/30/16 SVC - GRAND CROSSING EAST	$43.33	
	2271049	04/07/2016	03/01-03/30/16 SVC - GRAND CROSSING WEST	$40.07	
	2271050	04/07/2016	03/01-03/30/16 SVC - BAKER PKWY & GRAND N/W	$669.05	
	2271057	04/07/2016	03/01-03/30/16 SVC - E/S GRAND S/O BAKER PKWY	$123.00	
	2271063	04/07/2016	03/01-03/30/16 SVC - BREA CYN N OF RR TRKS	$131.34	
	2271064	04/07/2016	03/01-03/30/16 SVC - BREA CYN N OF CURRIER	$23.76	
	2271066	04/07/2016	03/01-03/30/16 SVC - 60 FWY INTERCHANGE	$20.50	
	2271084	04/07/2016	03/01-03/30/16 SVC - END OF BAKER PKWY-TEMP	$451.42	

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2016

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2271834	04/12/2016	03/03-04/04/16 SVC - PUMP STN BREA CYN	$18.87	
	2271971	04/12/2016	03/03-04/04/16 SVC - 19835 WALNUT DR.	$101.84	
	2272060	04/12/2016	03/03-04/04/16 SVC - NOGALES PUMP STN	$56.17	
63921	05/02/2016		**AT & T**		$265.42
	Invoice	Date	Description	Amount	
	2016-00001279	04/17/2016	04/17-05/16/16 SVC - 15000 TONNER CYN RD -	$128.96	
	2016-00001280	04/17/2016	04/17-05/16/16 SVC - 17001 CARBON CYN RD - RADIO	$136.46	
63922	05/02/2016		**FRONTIER**		$3,056.85
	Invoice	Date	Description	Amount	
	2016-00001283	04/01/2016	04/01-04/30/16 SVC - CITY HALL FAXES	$523.17	
	2016-00001284	04/01/2016	04/01-04/30/16 SVC - VARIOUS SITES	$300.26	
	HATCHER-APR16	04/01/2016	04/01-04/30/16 SVC - HATCHER WAREHOUSE	$48.89	
	2016-00001285	04/01/2016	04/01-04/30/16 SVC - TRES HERMANOS BARN	$49.21	
	2016-00001286	04/01/2016	04/01-04/30/16 SVC - VARIOUS GENERATOR SITES	$1,022.40	
	2016-00001287	04/10/2016	04/10-05/09/16 SVC - EM-21808 GARCIA LN-ALARM	$64.00	
	2016-00001288	04/10/2016	04/10-05/09/16 SVC - EM-21508 BAKER PKWY #22	$50.36	
	2016-00001289	04/10/2016	04/10-05/09/16 SVC - GENERATOR SITE-TELEMETRY	$50.36	
	841 7TH-APR16	04/10/2016	04/10-05/09/16 SVC - 841 S. 7TH	$99.37	
	2016-00001290	04/10/2016	04/10-05/09/16 SVC - GENERATOR SITE-TELEMETRY	$144.45	
	2016-00001291	04/10/2016	04/10-05/09/16 SVC - 600 BREA CYN RD	$217.01	
	2016-00001292	04/16/2016	04/16-05/15/16 SVC - BREA CYN PUMP STN	$66.71	
	2016-00001293	04/16/2016	04/16-05/15/16 SVC - PUENTE HILLS AUTO PLAZA	$165.48	
	2016-00001294	04/16/2016	04/16-05/15/16 SVC - GENERATOR SITE-TELEMETRY	$48.12	
	2016-00001295	04/19/2016	04/19-05/18/16 SVC - FOLLOW'S CAMP GUARD	$63.83	
	2016-00001296	04/19/2016	04/19-05/18/16 SVC - GENERATOR SITE-TELEMETRY	$42.51	
	2016-00001297	04/19/2016	04/19-05/18/16 SVC - ELECTRIC MODEM	$50.36	
	2016-00001298	04/19/2016	04/19-05/18/16 SVC - EM-21415 BAKER PKWY	$50.36	
63923	05/02/2016		**GAS COMPANY, THE**		$271.09

CITY OF INDUSTRY
WELLS FARGO BANK
May 10, 2016

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	2016-00001281	04/11/2016	03/09-04/07/16 SVC - 15633 RAUSCH RD	$234.02	
	2016-00001282	04/20/2016	03/18-04/18/16 SVC - 610 S BREA CYN RD	$37.07	
63924	05/02/2016			**SAN GABRIEL VALLEY WATER CO.**	$154.01
	Invoice	Date	Description	Amount	
	841 7TH-APR16	04/20/2016	03/17-04/19/16 SVC - 841 S SEVENTH	$154.01	
63925	05/02/2016			**SO CALIFORNIA EDISON COMPANY**	$54,426.79
	Invoice	Date	Description	Amount	
	2016-00001299	04/20/2016	03/01-04/01/16 SVC - VARIOUS SITES	$3,814.51	
	2016-00001300	04/20/2016	02/29-04/18/16 SVC - VARIOUS SITES	$2,838.11	
	2016-00001301	04/20/2016	12/04/15-04/01/16 SVC - VARIOUS SITES	$37,403.05	
	2016-00001302	04/20/2016	03/17-04/18/16 SVC - VARIOUS SITES	$92.95	
	2016-00001303	04/20/2016	03/17-04/18/16 SVC - PECK RD S/O PELLISSIER	$37.01	
	841 7TH-APR16	04/20/2016	03/17-04/18/16 SVC - 841 7TH AVE	$667.90	
	2016-00001304	04/20/2016	03/17-04/18/16 SVC - VARIOUS SITES	$4,865.26	
	2016-00001305	04/20/2016	03/17-04/18/16 SVC - VARIOUS SITES	$1,490.42	
	2016-00001306	04/20/2016	11/17/15-04/18/16 SVC - VARIOUS SITES	$3,087.90	
	2016-00001307	04/23/2016	03/23-04/22/16 SVC - 580 S BREA CYN	$25.60	
	2016-00001308	04/23/2016	03/23-04/22/16 SVC - 575 S BREA CYN	$25.73	
	2016-00001309	04/23/2016	03/23-04/22/16 SVC - 21380 VALLEY BLVD	$78.35	
63926	05/02/2016			**SUBURBAN WATER SYSTEMS**	$1,236.48
	Invoice	Date	Description	Amount	
	180050761420	04/21/2016	03/22-04/21/16 SVC - 205 HUDSON AVE	$60.56	
	180040822371	04/22/2016	03/23-04/22/16 SVC - AZUSA & GEMINI	$1,175.92	
63927	05/10/2016			**ADMIN SURE**	$1,900.00
	Invoice	Date	Description	Amount	
	9280	04/15/2016	CLAIM ADMIN-MAY 2016	$1,900.00	

CITY OF INDUSTRY
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63928	05/10/2016			**ADVANCED DISCOVERY, INC.**	$7,046.92
	Invoice	Date	Description	Amount	
	B154683	07/31/2015	DOCUMENT MGMT SVC-LITIGATION	$3,329.03	
	B167335	12/31/2015	DOCUMENT MGMT SVC-LITIGATION	$1,537.71	
	B173437	02/29/2016	DOCUMENT MGMT SVC-LITIGATION	$1,175.70	
	B176003	03/31/2016	DOCUMENT MGMT SVC-LITIGATION	$1,004.48	
63929	05/10/2016			**AT & T**	$176.00
	Invoice	Date	Description	Amount	
	6568771307	04/23/2016	03/19-04/18/16 SVC - 600 S BREA CYN-METROLINK	$176.00	
63930	05/10/2016			**BLAKE AIR CONDITIONING**	$587.55
	Invoice	Date	Description	Amount	
	39151	03/04/2016	A/C MAINT-CITY HALL	$587.55	
63931	05/10/2016			**BNI BUILDING NEWS**	$212.93
	Invoice	Date	Description	Amount	
	64378	04/12/2016	GREEN BOOK	$212.93	
63932	05/10/2016			**CARTEGRAPH SYSTEMS, INC.**	$45,400.00
	Invoice	Date	Description	Amount	
	SIN001376	03/22/2016	SOFTWARE-WORK ORDER GEOGRAPHIC SYSTEM	$32,000.00	
	SIN001377	03/22/2016	SOFTWARE SERVICE	$13,400.00	
63933	05/10/2016			**CDW GOVERNMENT LLC**	$259.20
	Invoice	Date	Description	Amount	
	CQZ3013	04/08/2016	COLOR PRINTER-S. AVALOS	$259.20	
63934	05/10/2016			**CHEM PRO LABORATORY, INC**	$269.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	602375	03/23/2016	WATER TREATMENT-CITY HALL FOR MAR 2016	$269.00	
63935	05/10/2016			**CITY OF INDUSTRY-MEDICAL**	$230,000.00
	Invoice	Date	Description	Amount	
	REG 5/10/16	04/29/2016	TRANSFER FUNDS-MEDICAL	$230,000.00	
63936	05/10/2016			**CITY OF INDUSTRY-PAYROLL ACCT**	$80,000.00
	Invoice	Date	Description	Amount	
	P/R 4/30/16	04/27/2016	PAYROLL REIMBURSEMENT FOR 4/30/16	$80,000.00	
63937	05/10/2016			**CITY OF SOUTH EL MONTE**	$2,000.00
	Invoice	Date	Description	Amount	
	1077	04/19/2016	COALITION SR60 PORJECT-MAY 2016	$2,000.00	
63938	05/10/2016			**CNC ENGINEERING**	$209,637.21
	Invoice	Date	Description	Amount	
	44674	04/26/2016	ROWLAND STREET RECONSTRUCTION	$470.64	
	44675	04/26/2016	ON-CALL STREET MAINT PROGRAM	$156.88	
	44676	04/26/2016	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	$16,575.05	
	44677	04/26/2016	CLARK AVE WIDENING	$15,388.02	
	44678	04/26/2016	EMERGENCY CREEK AND ROADWAY REPAIRS	$3,021.53	
	44679	04/26/2016	CROSSROADS PKY SOUTH RECONSTRUCTION	$2,588.52	
	44680	04/26/2016	GENERAL ENGINEERING SVC-CIP	$47,824.49	
	44681	04/26/2016	GENERAL ENGINEERING SVC 4/11-4/24/16	$47,881.55	
	44682	04/26/2016	TONNER CYN PROPERTY	$5,748.38	
	44683	04/26/2016	PUENTE VALLEY OPERABLE UNIT GROUNDWATER	$627.52	
	44684	04/26/2016	EXPANSION OF RECLAIMED WATER SYSTEM	$8,570.11	
	44685	04/26/2016	PUENTE BASIN WATER MASTER ISSUES	$843.76	
	44686	04/26/2016	MAINT OF CITY HALL BLDG	$313.76	
	44687	04/26/2016	MAINT OF IMC BLDG	$1,230.66	
	44688	04/26/2016	HOMESTEAD MUSEUM MAINT	$470.64	

CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
44689	04/26/2016	VALLEY BLVD RECONSTRUCTION	$117.66	
44690	04/26/2016	CITY STREETS AND UPRR CROSSINGS	$235.32	
44691	04/26/2016	OPERATION AND MAINT OF METRO PARKING SOLAR	$1,278.36	
44692	04/26/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	$958.77	
44693	04/26/2016	SAN JOSE AVE RECONSTRUCTION	$1,441.07	
44694	04/26/2016	TRAFFIC SIGNAL-NELSON/SUNSET	$325.42	
44695	04/26/2016	PACIFIC PALMS LAUNDRY BLDG ISSUES	$313.76	
44696	04/26/2016	PAINT EVALUATION-FENCE ALONG TEMPLE &	$1,097.63	
44697	04/26/2016	INDUSTRY HILLS FUEL STN MAINT	$156.88	
44698	04/26/2016	PACIFIC PALMS REPAIRS TO PARKING LOT	$731.41	
44699	04/26/2016	PROPERTY MGMT FOR CITY OWNED PROPERTIES	$1,269.24	
44700	04/26/2016	HIGHWAY BRIDGE PROGRAM FUNDING	$976.26	
44701	04/26/2016	AZUSA AVE BRIDGE REPAINTING	$235.32	
44702	04/26/2016	FISCAL YEAR BUDGET	$18,450.18	
44703	04/26/2016	CROSSROADS PKY SOUTH PCC PAVEMENT	$3,800.12	
44704	04/26/2016	VARIOUS ASSIGNMENTS: SA TO THE IUDA	$4,231.00	
44705	04/26/2016	METROLINK STATION/COMMUTER RAIL STATION	$156.88	
44706	04/26/2016	NELSON AVE/PUENTE AVE WIDENING	$313.76	
44707	04/26/2016	REPAIRS TO STORM WATER PUMP STATIONS	$156.88	
44708	04/26/2016	GATEWAY CITIES COUNCIL OF GOVERNMENTS	$210.94	
44709	04/26/2016	ARENTH AVE RECONSTRUCTION	$3,637.39	
44710	04/26/2016	RESURFACING OF UNRUH AVE	$3,293.43	
44713	04/26/2016	PECK RD STORM DRAIN DEBRIS REMOVAL	$313.76	
44714	04/26/2016	FULLERTON RD GRADE SEPARATION	$2,008.17	
44715	04/26/2016	ALAMEDA CORRIDOR EAST RELATED PROJECTS	$3,063.94	
44716	04/26/2016	FAIRWAY DR GRADE SEPARATION	$7,173.65	
44717	04/26/2016	NOGALES GRADE SEPARATION	$78.44	
44653	04/14/2016	RESURFACING OF UNRUH AVE	$1,900.06	
63939	05/10/2016		**COMFORT SYSTEMS USA**	$1,973.83
	Invoice	Date	Description	Amount

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	244845	04/08/2016	A/C MAINT-EL ENCANTO	$1,973.83	
63940	05/10/2016			**COUNTY OF LA DEPT OF PUBLIC**	$67,164.32
	Invoice	Date	Description	Amount	
	PW-16041310810	04/13/2016	INSPECTION OF SIDEWALK	$25,772.30	
	PW-16041310829	04/13/2016	PUMP HOUSE MAINT	$6,059.37	
	PW-16041310843	04/13/2016	EMERGENCY CALL OUT FOR ROAD SERVICE	$3,595.89	
	PW-16041310809	04/13/2016	CONCRETE REPAIR	$4,875.33	
	PW-16041310808	04/13/2016	STORM DAMAGE RESPONSE	$3,709.72	
	PW-16041310814	04/13/2016	PAVEMENT PATCHING	$3,675.17	
	PW-16041310878	04/13/2016	STREET STRIPING	$1,612.64	
	PW-16041310811	04/13/2016	STREET MAINT/ISPECTION	$1,938.12	
	PW-16041310830	04/13/2016	PUMP HOUSE MAINT	$802.31	
	PW-16041310815	04/13/2016	TRAFFIC SIGNING	$438.03	
	PW-16041310880	04/13/2016	PLAN FOR STRIPING/SIGNING	$508.36	
	PW-16041310813	04/13/2016	LITTER/DEBRIS REMOVAL	$523.52	
	PW-16041311075	04/13/2016	TRAFFIC SIGNAL MAINT	$13,653.56	
63941	05/10/2016			**D M V RENEWAL**	$100.00
	Invoice	Date	Description	Amount	
	7EAL475-16	04/19/2016	REGISTRATION RENEWAL-LIC 7EAL475	$100.00	
63942	05/10/2016			**D M V RENEWAL**	$181.00
	Invoice	Date	Description	Amount	
	7W20338-16	04/25/2016	REGISTRATION RENEWAL-LIC 7W20338	$181.00	
63943	05/10/2016			**D M V RENEWAL**	$365.00
	Invoice	Date	Description	Amount	
	98407C1-16	04/25/2016	REGISTRATION RENEWAL-LIC 98407C1	$365.00	
63944	05/10/2016			**DEPT OF ANIMAL CARE & CONTROL**	$2,404.59

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	04/15/16	04/15/2016	SHELTER COSTS-MAR 2016	$2,404.59	
63945	05/10/2016			**DEPT OF TRANSPORTATION**	$842,000.00
	Invoice	Date	Description	Amount	
	16006928	04/22/2016	COOP 4959-WESTBOUND SLIP ON RAMP 57/60	$174,000.00	
	16004053	01/05/2016	COOP 4959-WESTBOUND SLIP ON RAMP 57/60	$668,000.00	
63946	05/10/2016			**EGOSCUE LAW GROUP**	$962.50
	Invoice	Date	Description	Amount	
	11214	04/06/2016	LEGAL SVC-FOLLOW'S CAMP-MAR 2016	$962.50	
63947	05/10/2016			**ELECTRA-MEDIA, INC**	$1,763.00
	Invoice	Date	Description	Amount	
	4537	04/15/2016	PUENTE HILLS AUTO DISPLAY	$1,763.00	
63948	05/10/2016			**FEDERAL EXPRESS CORP.**	$316.59
	Invoice	Date	Description	Amount	
	5-377-74606	04/08/2016	MESSENGER SVC	$316.59	
63949	05/10/2016			**FRAZER, LLP**	$26,445.00
	Invoice	Date	Description	Amount	
	143173	04/30/2016	COI-ACCTG SVC 4/16-4/30/16	$26,445.00	
63950	05/10/2016			**FUEL PROS, INC.**	$300.00
	Invoice	Date	Description	Amount	
	0000024593	03/24/2016	INDUSTRY HILLS FUEL STN MAINT	$300.00	
63951	05/10/2016			**GONSALVES & SON, JOE A.**	$5,000.00
	Invoice	Date	Description	Amount	
	26087	04/21/2016	LEGISLATIVE SVC-MAY 2016	$5,000.00	

CITY OF INDUSTRY
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63952	05/10/2016			**HADDICK'S AUTO BODY**	$449.00
	Invoice	Date	Description	Amount	
	H-73880	04/12/2016	TOWING SVC-DONATION BINS	$399.00	
	H-73542	04/19/2016	TOWING SVC-LIC 1320295	$50.00	
63953	05/10/2016			**HOME DEPOT CREDIT SERVICE**	$16.26
	Invoice	Date	Description	Amount	
	6592230	04/12/2016	SUPPLIES FOR REPAIR AT IMC	$16.26	
63954	05/10/2016			**INDUSTRY SECURITY SERVICES**	$36,533.01
	Invoice	Date	Description	Amount	
	14-17338	04/22/2016	SECURITY SERVICE-TRES HERMANOS	$2,103.00	
	14-17326	04/22/2016	SECURITY SVC 4/15-4/21/16	$16,157.13	
	14-17367	04/29/2016	SECURITY SVC-TRES HERMANOS	$1,934.76	
	14-17356	04/29/2016	SECURITY SVC 4/22-4/28/16	$16,338.12	
63955	05/10/2016			**KLEINFELDER, INC.**	$9,122.63
	Invoice	Date	Description	Amount	
	001101317	03/30/2016	ENVIRONMENTAL SVC-NOGALES/FULLERTON	$1,345.20	
	001101537	03/31/2016	GEO SVC-CLARK AVE WIDENING	$6,604.93	
	001101376	03/30/2016	GEO STUDY-VALLEY BLVD IMPROVEMENTS	$1,172.50	
63956	05/10/2016			**L A COUNTY DEPT OF PUBLIC**	$1,243.85
	Invoice	Date	Description	Amount	
	IN160001057	04/13/2016	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	$1,243.85	
63957	05/10/2016			**L A COUNTY SHERIFF'S**	$22,250.46
	Invoice	Date	Description	Amount	
	163751NH	04/20/2016	SPECIAL EVENT-DIRECTED PATROL	$22,188.53	
	163878NH	04/20/2016	HELICOPTER SVC-MAR 2016	$61.93	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63958	05/10/2016			**LA PUENTE VALLEY COUNTY**	$1,085.94
	Invoice	Date	Description	Amount	
	15660STAFF-APR16	04/19/2016	02/17-04/19/16 SVC - 15660 STAFFORD ST	$174.16	
	2016-00001275	04/19/2016	02/17-04/19/16 SVC - 15414 DON JULIAN RD (IRRI)	$456.91	
	2016-00001276	04/19/2016	02/17-04/19/16 SVC - 15414 DON JULIAN RD	$234.89	
	2016-00001277	04/19/2016	02/17-04/19/16 SVC - 15625 STAFFORD ST	$61.24	
	2016-00001278	04/19/2016	02/17-04/19/16 SVC - 15625 STAFFORD ST	$158.74	
63959	05/10/2016			**LOCKS PLUS**	$365.00
	Invoice	Date	Description	Amount	
	33113	04/18/2016	REKEY LOCKS-IMC	$365.00	
63960	05/10/2016			**LOS ANGELES AREA COUNCIL**	$1,563.72
	Invoice	Date	Description	Amount	
	#03/31/2016	03/31/2016	TONNER CYN WATER CHARGES FOR MAR 2016	$1,563.72	
63961	05/10/2016			**METHOD TECHNOLOGIES**	$47.50
	Invoice	Date	Description	Amount	
	31553	04/19/2016	UPDATE CITY WEBSITE	$47.50	
63962	05/10/2016			**MR PLANT & INTERIOR BOTANICAL**	$710.00
	Invoice	Date	Description	Amount	
	MAY 3794	05/01/2016	PLANT MAINT MAY 2016-CITY HALL	$122.00	
	MAY 3795	05/01/2016	PLANT MAINT MAY 2016-CITY HALL	$588.00	
63963	05/10/2016			**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount	
	208	04/30/2016	JANITORIAL SVC-CITY HALL	$5,500.00	
	209	04/30/2016	JANITORIAL SVC-FIRE PREVENTION STN	$1,815.00	
	210	04/30/2016	JANITORIAL SVC-IMC	$1,467.00	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
63964	05/10/2016			**PARAGAS, SUSAN**	$390.00
	Invoice	Date	Description	Amount	
	4/20/16	04/20/2016	REIMBURSE FOR ANNUAL MEMBERSHIP	$390.00	
63965	05/10/2016			**REGIONAL GOVERNMENT**	$17,746.25
	Invoice	Date	Description	Amount	
	5848	03/31/2016	HR SERVICES-MAR 2016	$17,746.25	
63966	05/10/2016			**RICOH USA, INC.**	$1,682.63
	Invoice	Date	Description	Amount	
	5041561449	04/20/2016	METER READING FOR COPIERS	$56.06	
	5041646971	04/20/2016	METER READING FOR COPIERS	$1,626.57	
63967	05/10/2016			**RICOH USA, INC.**	$3,717.83
	Invoice	Date	Description	Amount	
	49928582	04/21/2016	COPIER LEASE-HR FOR MAY 2016	$282.73	
	49928567	04/21/2016	COPIER LEASE-MAY 2016	$3,166.14	
	49864496	04/20/2016	COPIER LEASE-CODE ENFORCEMENT	$268.96	
63968	05/10/2016			**ROLLING GREEN, INC.**	$8,970.00
	Invoice	Date	Description	Amount	
	6720	03/31/2016	PRUNE CANARY ISLAND TREES-DON JULIAN RD	$8,970.00	
63969	05/10/2016			**SATSUMA LANDSCAPE & MAINT.**	$146,888.83
	Invoice	Date	Description	Amount	
	0416TACH	04/27/2016	LANDSCAPE SVC-VARIOUS AGENCY SITES	$34,925.00	
	0416CHTA	04/27/2016	LANDSCAPE SVC-APR 2016	$111,963.83	
63970	05/10/2016			**SC FUELS**	$16,579.37
	Invoice	Date	Description	Amount	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	3027118	04/06/2016	DIESEL FUEL-INDUSTRY HILLS PUMPS	$16,579.37	
63971	05/10/2016			**SCS FIELD SERVICES**	$20,880.52
	Invoice	Date	Description	Amount	
	0275701	03/31/2016	IH-MAINT LANDFILL GAS SYSTEM	$17,850.00	
	0275687	03/31/2016	IH-ANNUAL AQMD REPORT	$2,500.00	
	0275686	03/31/2016	IH-REPAIR NATURAL GAS LEAK	$530.52	
63972	05/10/2016			**SO CAL INDUSTRIES**	$450.00
	Invoice	Date	Description	Amount	
	220571	03/31/2016	SEPTIC TANK PUMP-TONNER CYN	$450.00	
63973	05/10/2016			**SO CALIFORNIA EDISON COMPANY**	$12,219.60
	Invoice	Date	Description	Amount	
	7500653015	04/20/2016	03/01-03/31/16 SVC - OLD RANCH RD/MAYO AVE	$5,623.22	
	7500653016	04/20/2016	03/01-03/31/16 SVC - 208 S. WADDINGHAM WAY	$3,667.31	
	7500653017	04/20/2016	03/01-03/31/16 SVC - 745 ANAHEIM-PUENTE RD	$1,027.46	
	7500653027	04/20/2016	03/01-03/31/16 SVC - 133 N. AZUSA AVE	$1,901.61	
63974	05/10/2016			**SQUARE ROOT GOLF &**	$181,644.40
	Invoice	Date	Description	Amount	
	1221ELHM	04/27/2016	LANDSCAPE SVC VARIOUS SITES-APR 2016	$42,487.45	
	1220ELHM	04/27/2016	LANDSCAPE SVC EL ENCANTO-APR 2016	$17,967.00	
	1222H	04/27/2016	LANDSCAPE SVC VARIOUS SITES-APR 2016	$121,189.95	
63975	05/10/2016			**STAPLES BUSINESS ADVANTAGE**	$437.34
	Invoice	Date	Description	Amount	
	8038910306	04/16/2016	OFFICE SUPPLIES	$437.34	
63976	05/10/2016			**STAPLES CREDIT PLAN**	$429.51
	Invoice	Date	Description	Amount	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	67633	04/01/2016	OFFICE SUPPLIES	$265.04	
	98538	04/08/2016	OFFICE SUPPLIES	$164.47	
63977	05/10/2016			**THEE BEST ROOTER & PLUMBING**	$1,251.75
	Invoice	Date	Description	Amount	
	4906	03/13/2016	REPLACED FAUCET AND PUMP-CITY CALL #204	$637.70	
	4907	03/13/2016	INSTALLED HOT HEATER-CITY HALL #204	$614.05	
63978	05/10/2016			**WASTE SYSTEMS TECHNOLOGY,**	$19,172.50
	Invoice	Date	Description	Amount	
	COI-4-2016	04/06/2016	COMMERCIAL WASTE PROGRAM	$19,172.50	
63979	05/10/2016			**WEATHERITE SERVICE**	$710.00
	Invoice	Date	Description	Amount	
	L166522	04/05/2016	A/C MAINT-HOMESTEAD	$558.00	
	L166542	04/08/2016	A/C MAINT-IMC BLDG	$152.00	
63980	05/10/2016			**WEST COAST ARBORISTS, INC.**	$2,800.00
	Invoice	Date	Description	Amount	
	1-2321	04/02/2016	PRUNE TREES-DON JULIAN RD	$2,800.00	

Checks	Status	Count	Transaction Amount
	Total	**71**	**$2,125,505.70**

CITY COUNCIL

ITEM NO. 5.2

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Alex Gonzalez, Director of Development Services and Administration
Susan Paragas, City Controller
Tiffany Bose, RGS, Human Resources Advisor

Date: May 10, 2016

SUBJECT: Adoption of Resolution No. CC 2016-27 a Resolution of the City Council of the City of Industry Establishing Policies and Procedures for Timekeeping to Calculate Employee Pay and Benefits

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The California State Controller, Betty T. Yee, conducted a review of the City of Industry Administrative and Internal Accounting Controls from July 1, 2012 through June 30, 2014. As part of the Review Report released in January of 2016, several internal control measures were identified that needed to be addressed by the City, including the procedures relating to timekeeping.

As a result, the City directed its Human Resources consulting firm, Regional Government Services (RGS), to investigate timekeeping procedures and assist in developing policies to implement updated timekeeping procedures. The City Controller has concurrently developed updated timekeeping procedures that were put into effect on May 2, 2016. A memo is attached with the timekeeping procedures that were presented to City staff.

The Timekeeping Procedures attached as Personnel Policy #1.1 will be incorporated into a future update of the Employee Handbook, which will occur no later than December of 2016.

Exhibits

A. Resolution No. 2016-27
B. Memo - Timesheet Instructions for Salaried Employees

PJP: AG: SP: TB

EXHIBIT A

Resolution No. CC 2016-27

[Attached]

RESOLUTION NO. CC 2016-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING POLICIES AND PROCEDURES FOR TIMEKEEPING TO CALCULATE EMPLOYEE PAY AND BENEFITS

WHEREAS, On February 12, 2004, the City Council adopted the Employee Handbook for the City employees and officers; and

WHEREAS, the purpose of the Employee Handbook is to set out the City's rules and policies, together with the benefits available to employees and officers. In addition, the Employee Handbook also sets out the policies mandated by State and Federal law; and,

WHEREAS, since adoption of the Employee Handbook there have been a number of amendments to State and Federal law that require updates to the Employee Handbook; and,

WHEREAS, the City has a duty to implement the recommendations noted in the California State Controllers Review Report of January 2016; and,

WHEREAS, the City has complied with the recommendations noted in the California State Controllers Review Report of January 2016 regarding timekeeping procedures as of May 2, 2016; and,

WHEREAS, attached hereto, marked as Exhibit "A" and incorporated herein by this reference, is Personnel Policy #1.1 on Timekeeping Policy which will be included as an amendment to the City of Industry Employee Handbook upon its pending update, no later than December 31, 2016; and,

WHEREAS, the City will implement Personnel Policy #1.1 on Timekeeping Policy on May 10, 2016; and,

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: The City Council finds and determines that all the fact, findings, and conclusions set forth above are true and correct.

SECTION 2: The City Council hereby adopts Personnel Policy #1.1 on Timekeeping Policy (Exhibit "A").

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of May 2016.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

EXHIBIT A

TIMEKEEPING POLICY
PERSONNEL POLICY #1.1

[Attached]

TIMEKEEPING POLICY

PURPOSE

Each employee plays an important role in adhering to the timekeeping policy set for the City of Industry. Accurately reporting time worked is the responsibility of every employee. All employees working for the City of Industry must keep an accurate record of time worked in order for the City to correctly calculate employee pay and benefits.

POLICY

General Employee Definitions

Employees of the City belong to one of two major categories according to Federal Law: "Exempt" or "Non-exempt."

Exempt employees are generally salaried, although receiving a salary doesn't automatically mean an employee is exempt. The determination of whether an employee is exempt is based on whether the job falls in one or more of the following four classifications: executive, professional, administrative, or sales. If the employment position falls into one of these categories, the employee is exempt from the applicable provisions of state and federal wage and hour laws (FLSA) that require overtime to be paid. This means that in most circumstances, they are not eligible for overtime pay even if the workweek exceeds 40 hours. The Human Resources Department along with the City Manager will determine which employment positions are exempt and which positions are not exempt for overtime purposes with the assistance of the City Attorney, and according to current state and federal wage and hour laws (FLSA).

Non-exempt employees are eligible to receive overtime pay in accordance with state and federal wage and hour laws (FLSA). These employees are required to provide all overtime information on their required timesheet, with all overtime hours having been approved by the appropriate supervisor. The purpose of this reporting requirement is so that the Finance Department can track hours worked and calculate overtime compensation appropriately.

Employees of the City will also be assigned to one of four categories based on the number of required hours worked each week for their position and the nature of their employment. All employees should contact the Human Resources Department to determine their eligibility of benefits offered by the City and to determine what hours are required for their position, when they are not sure; as not all employees will be benefit eligible. For example, temporary employees may be scheduled to work full- or part-time but are not benefit eligible unless they meet the qualifications under the Affordable Care Act (ACA) or California's Paid Sick Leave Law.

The following is a guideline for assigned categories:

1. Full-time: any employee that is regularly scheduled to work at least 30 hours a week or more.
2. Part-time: any employee that is regularly scheduled to work less than 30 hours per week.
3. Temporary: any temporary worker that has a predetermined start and end date of employment where the worker does not hold regular employment status.
4. Seasonal: any work that is for a predetermined period of employment of 6 months or less where the worker does not hold regular employment status.
5. Volunteer: any work that is for a predetermined period of employment where the volunteer does not hold regular employment status.

Pay Periods

The City has a pay period as designated by the City Manager and the Controller. All employees will be paid on the designated day of each week for the hours worked during that pay period. When or if a pay day falls on a holiday, the City will attempt to pay employees the day before the holiday if possible. Pay periods are the first of the month to the fifteenth day of the month, inclusive, and the sixteenth of the month to the last day of the month, inclusive. If you have questions regarding the City's current pay period and pay day, please contact the Finance Department.

Pay Days

Employees are paid twice per month, on the fifteenth and last day of each month. Each pay warrant covers work performed through the completion of the previous pay period. If a payday falls on a Saturday or Sunday, employees will be paid the previous Friday.

Payroll Deductions

All employees will have federal and state taxes withheld from their wages as required by law. These include: Medicare, Federal Income Tax, State Income Tax, State Disability Insurance (SDI), State and Federal Income Tax liens (when applicable), and other deductions pursuant to court order or otherwise when required by law.

Overpayments

The Finance Department may not change or correct timesheets. When errors are noted, a corrected and approved timesheet will be requested from the employee and respective supervisor. All overpayments or pay period adjustments shall be reflected in the next pay period.

Work Schedules

A normal working schedule for regular full-time employees consists of forty (40) hours each workweek. However, it is understood that exempt employees may be required to work extra hours, or non-standard hours, to accommodate certain deadlines or projects. If such extended or non-standard hours are required, the City will allow some flexibility with the expectation that employees will make every effort to align their hours with office hours. This is in order to facilitate consistent and reliable availability for meetings and other interactions, which are essential to the smooth operation of the City. Part-time employees' work schedules may vary. Supervisors will notify employees of their set work schedule.

Time Not Worked

Per the Fair Labor Standards Act (FLSA), the City does not count the following provisions as time worked:

- Paid leave. Approved paid absences, including sick leave, vacation leave, holiday leave, Family and Medical Leave Act (FMLA) leave, military leave, jury and witness duty, funeral/bereavement leave, and voting time off are not counted as time worked.
- Lunch or dinner periods. Uninterrupted time off for lunch or dinner is not counted as time worked, unless the employee is on-call based on business needs or special assignments.

Meal Periods (Unpaid)

The City may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of one (1) hour, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the City and employee. A second meal period of one (1) hour is required if an employee works more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the City and employee only if the first meal period was not waived. In all places where employees are required to eat on the premises, a suitable place for that purpose must be designated.

The City is not required to ensure that no work is performed. However, the City must do more than simply make a meal period "available." In general, to satisfy its obligation to provide a meal period, the City must actually relieve employees of all duty, or relinquish control over their activities, or permit them a reasonable opportunity to take an uninterrupted 60-minute break (in which they are free to come and go as they please), and must not impede or discourage employees from taking their meal period. The City is not liable for meal period premium pay if the employee has been relieved from performing work and freely chooses to continue working.

Rest Periods (Breaks)

The City must authorize and permit nonexempt employees to take a rest period that must, insofar as practicable, be taken in the middle of each work period. Employees should work with their supervisors to determine the best time to take a break. The rest period is based on the total hours worked daily and must be at the minimum rate of fifteen (15) consecutive minutes for each four hour work period, or major fraction thereof. A rest period is not required for employees whose total daily work time is less than three and one-half hours. The rest period is counted as time worked and therefore, the employer must pay for such periods. Since employees are paid for their rest periods, they can be required to remain on the employer's premises during such periods. It is not permissible for an employee to choose to work through both of their rest periods so that they can leave their job 30 minutes early.

PROCEDURE

Timesheets

All hourly non-exempt employees are required to accurately record time-in and time-out and any non-compensated breaks. Employees using accrued vacation time should accurately record the appropriate benefit hours used on their timesheet.

All salaried employees, including managers, supervisor and department heads, are also required to use a timesheet which should be signed/approved by their manager or supervisor before turning said timesheet into Finance. Employees using their accrued vacation time should accurately record the appropriate benefit hours used on their timesheet.

If an employees' hours are being charged back to a project or grant it is incumbent upon employees to add the appropriate project code identifiers to their timesheet.

All employees are required to use accrued sick time for any qualifying illness defined under the City's "Leaves" policy located in the Employee Handbook. Sickness in the case of exempt employees will not result in an unpaid absence unless accrued sick leave has been fully exhausted and the full workweek has not been worked. Employees should accurately record the appropriate benefit hours used on their timesheet.

If changes are needed to correct a timesheet entry that has already been submitted to the Finance Department, said changes must be made by the employee and initialed by the employee's supervisor or department head. It is strictly forbidden for an employee to fill out or sign another employee's timesheet. All employees are required to submit timesheets to the Finance Department on the designated day and time in order to be paid on time. The Finance Department shall check all timesheets for mathematical accuracy and approve timesheets in the payroll and accounting system. The timesheet will be the determining factor in what the employee is paid.

Every employee is required to report sick leave, vacation leave, and any other types of leave taken and such form shall be submitted in the appropriate pay period as to when the time was taken. A Leave Request form must also be completed and approved by their supervisor and accompany each timesheet. It is the employee's responsibility to make sure their timesheet is an accurate and complete written record and that all time is properly reported on a pay period basis. Therefore, every employee is required to sign their timesheet to attest to its accuracy, before its submission.

Each manager is responsible for signing the timekeeping records of their employees. Every supervisor is responsible for verifying the accuracy of their employee's timesheet by adding their signature to the form, before it has been submitted. As with any item of a personal nature, if an employee's timesheet is felt to be in question, the supervisor will discuss it with the employee in a confidential manner. The Human Resources Department staff is available for consultation regarding this policy.

Falsification of any timesheet or completion of any information on another employee's timesheet may result in disciplinary action, up to and including termination.

Approved by: _____

Paul Philips, City Manager

EXHIBIT B

TIMEKEEPING POLICY
MEMO – TIMESHEET INSTRUCTIONS FOR SALARIED EMPLOYEES

[Attached]

CITY OF INDUSTRY
Incorporated June 18, 1957

MEMORANDUM

Date: May 2, 2016

To: All City Employees – Salaried

From: Susan Paragas, Controller

SUBJECT: Timesheet Instructions for Salaried Employees

Effective for the May 1, 2016 to May 15, 2016 pay period, all City Employees need to submit a completed timesheet to the Finance Department for each pay period. A completed timesheet, with proper authorization, provides an accurate record of hours worked. This internal control assures that payroll is being properly administered.

Attached are the instructions for completion of the new timesheets. The timesheet is available as an Excel worksheet so it can be reused every pay period. Please see the attached "Timesheet-COI.xls" file. A blank hard copy is available upon request.

All salaried employees, including managers/supervisor and department heads, are required to use a timesheet which must be approved by their manager/supervisor before turning the timesheet into Finance.

In addition to reporting worked hours, every employee is required to report sick leave, vacation leave, and any other types of leave taken and such form shall be submitted in the appropriate pay period as to when the time was taken. A Leave Request form must also be completed and approved by their manager/supervisor and accompany each timesheet. It is the employee's responsibility to make sure their timesheet is an accurate and complete written record and that all time is properly reported on a pay period basis. Therefore, every employee is required to sign their timesheet to attest to its accuracy, before its submission.

If an employee's hours are being charged back to a project or grant, the hours should be entered on their timesheet in the column(s) as 'Other' and adding the account number or project number.

If changes are needed to correct a timesheet entry that has already been submitted to the Finance Department, these changes must be made by the employee and approved by the employee's manager/supervisor. All employees are required to submit timesheets to the Finance Department on the designated deadline in order to be paid on time (See Attachment-"Payroll Calendar-May to Dec 2016"). Updated schedules will be made available annually.

Each manager/supervisor is responsible for verifying the accuracy of their employee's timesheet by adding their signature to the form, before it is submitted. As with any item of a personal nature, if an employee's timesheet is felt to be in question, the manager/supervisor will discuss it with the employee in a confidential manner. The Human Resources Department staff is available for consultation regarding this policy.

Falsification of any timesheet may result in disciplinary action, up to and including termination.

For additional information, please contact me at sparagas@cityofindustry.org or x120.

Attachments:

1. Timesheet Instructions (.pdf file - Adobe)
2. Timesheet (.xls file – Excel)
3. Timesheet Sample (.pdf file – Adobe)
4. Payroll Calendar – May to Dec 2016 (.pdf file – Adobe)

CITY OF INDUSTRY

TIMESHEET - SALARIED

PAY PERIOD

EMPLOYEE NAME: John Deer

Beginning: **5/1/2016** Ending: **5/15/2016**

DEPARTMENT/DIVISION: Finance

POSITION: Accountant

Day	Date	Regular Time	Vacation	Sick Leave	Holiday	Other: Tiger Grant	Other: #160-300	Other:	Total Hours
Sunday	5/1/2016								0.00
Monday	5/2/2016	5.00				3.00			8.00
Tuesday	5/3/2016	6.00					2.00		8.00
Wednesday	5/4/2016	8.00							8.00
Thursday	5/5/2016	8.00							8.00
Friday	5/6/2016	5.00	3.00						8.00
Saturday	5/7/2016								0.00
Sunday	5/8/2016								0.00
Monday	5/9/2016		8.00						8.00
Tuesday	5/10/2016	8.00							8.00
Wednesday	5/11/2016	8.00							8.00
Thursday	5/12/2016	3.00		5.00					8.00
Friday	5/13/2016			8.00					8.00
Saturday	5/14/2016								0.00
Sunday	5/15/2016								0.00
									0.00
TOTAL HRS-PAY PERIOD		**51.00**	**11.00**	**13.00**	**0.00**	**3.00**	**2.00**	**0.00**	**80.00**

Employee Certification

I hereby certify under penalty of perjury that I have worked all the hours and/or effort reported on this timesheet and those hours have been worked in accordance with my most current employment authorization form on file with Human Resources.

Employee Signature: John Deer Date: 05/06/16

Supervisor Signature: Jane Doe Date: 05/06/16

CITY OF INDUSTRY
Incorporated June 18, 1957

TIMESHEET INSTRUCTIONS - SALARIED

1. Save a copy of the Salaried Timesheet Excel workbook on your computer for your use.

2. Open the file and fill in the yellow highlighted cells.
   a. Enter your name in Cell D4.
   b. Enter your department and division name in Cell D6.
   c. Enter the beginning pay period date in Cell I4.

      For example:

      i. If Pay Period=May 1, 2016 to May 15, 2016, please enter ***05/01/16*** as beginning date.
      ii. If Pay Period=May 16, 2016 to May 31, 2016, please enter ***05/16/16***.
      iii. The Ending date in Cell K4 will automatically be updated.

   d. Enter your position/title. (Cell I6)

3. The days and dates in columns B and C will automatically be updated.

4. Enter the hours on the corresponding day/date.
   a. For regular hours worked, please enter under "Regular Time" (column D).
   b. For vacation hours, please enter under "Vacation" (column E).
   c. For sick leave hours, please enter under "Sick Leave" (column F).
   d. For holiday hours, please enter under "Holiday" (column G).
   e. For overtime hours (non-exempt employees only), please enter under "Other" and enter "OT" in the blue highlighted cell.
   f. The "Other" columns can also be used to code hours to be charged to a project or grant. Enter the account and/or project number in the blue highlighted cells.
   g. Review column K for the total hours worked per day. Each work day should total 8 hours a day, unless, non-exempt employees are recording overtime hours.

5. Read the Employee Certification paragraph.

6. Sign the timesheet and date it.

7. Submit to manager/supervisor for approval.

8. The timekeeper of your department/division will submit timesheet to Finance/Payroll.

Effective Date: 05/02/2016

CITY OF INDUSTRY
Payroll Calendar
May-December 2016

Pay Period			Timesheets Due To Payroll	Due to HR Consulting	Pay Date
5/1/2016	to	5/15/2016	5/6/2016	5/11/2016	5/13/2016
5/16/2016	to	5/31/2016	5/23/2016	5/26/2016	5/31/2016
6/1/2016	to	6/15/2016	6/8/2016	6/13/2016	6/15/2016
6/16/2016	to	6/30/2016	6/23/2016	6/28/2016	6/30/2016
7/1/2016	to	7/15/2016	7/8/2016	7/13/2016	7/15/2016
7/16/2016	to	7/31/2016	7/22/2016	7/27/2016	7/29/2016
8/1/2016	to	8/15/2016	8/8/2016	8/11/2016	8/15/2016
8/16/2016	to	8/31/2016	8/24/2016	8/29/2016	8/31/2016
9/1/2016	to	9/15/2016	9/8/2016	9/13/2016	9/15/2016
9/16/2016	to	9/30/2016	9/23/2016	9/28/2016	9/30/2016
10/1/2016	to	10/15/2016	10/7/2016	10/12/2016	10/14/2016
10/16/2016	to	10/31/2016	10/24/2016	10/27/2016	10/31/2016
11/1/2016	to	11/15/2016	11/7/2016	11/10/2016	11/15/2016
11/16/2016	to	11/30/2016	11/21/2016	11/28/2016	11/30/2016
12/1/2016	to	12/15/2016	12/8/2016	12/13/2016	12/15/2016
12/16/2016	to	12/31/2016	12/22/2016	12/28/2016	12/30/2016

As of May 2, 2016. Please note dates are subject to change.

CITY COUNCIL

ITEM NO. 5.3

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager Paul J. Philips

Staff: Alex Gonzalez, Director of Development Services and Administration
Clement N. Calvillo, City Engineer, CNC Engineering
Eduardo Pereira, Director of Engineering, CNC Engineering

Date: May 10, 2016

SUBJECT: Rejection of All Proposals for Operations and Maintenance Services of the Existing Industry MetroLink 2 MWdc Solar Carport Facility and Authorize the Re-advertising for Proposals

---

A Request for Proposals (RFP) for Operations and Maintenance (O&M) Services of the existing Industry MetroLink 2 MWdc Solar Carport Facility was prepared to invite consultants to submit proposals to the City of Industry ("City"). The RFP was advertised on December 28, 2015, and January 4, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc on December 23, 2015.

Qualifications were received up until February 4, 2016 at 5:00 pm. The City received six (6) proposals from Borrego Solar Systems, Inc., HelioPower, Inc., Next Phase Solar, Snowden Electric Company, Inc., SunSystem Technology and True South Renewables.

The selection panel evaluated the qualifications received by each consultant based on the following criteria and weighting, as outlined in the RFP:

A. **Base Price Quote**: O&M Tasks Items # 1 Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting & #3 Preventative Maintenance should be a fixed price ($ per year) based on the tasks identified in Sections 3.1, 3.3 and Appendix 1 (30%).
B. **O&M Qualifications**: Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. O&M Contractor can differentiate by demonstrating superior, relevant O&M experience, technical knowledge of support personnel and/or ability to leverage Company economies-of-scale in current operations (30%).
C. **Local Presence**: The availability of nearby personnel should enable the O&M Contractor to reduce response time and the cost of response for service and repair operations (20%).

D. **O&M Plan**: The City seeks to adopt the best solar O&M management and contracting practices for the Facility. One of the RFP objectives is to finalize an O&M Plan that adopts the best solar O&M management practices. The City is seeking input from the O&M provider to develop and finalize the O&M Plan (20%).

The review committee rated the proposals based on the above criteria. The following table summarizes the rankings of the proposals.

Table 1 – Summary of Proposal Ratings

Firm	Rank
Borrego Solar Systems, Inc.	5
HelioPower, Inc.	1
Next Phase Solar	2
Snowden Electric Company, Inc.	6
SunSystem Technology	3
True South Renewables	4

Staff recommends the City Council move to reject all proposals for the operations and maintenance services of the existing Industry MetroLink 2 MWdc Solar Carport Facility and requests authorization to re-advertise the project for public proposals. The City's electric utility operations are currently under review by Cordoba Corporation, and it has been determined that improved cost and operations efficiencies may be achieved through a modification of the specifications.

Exhibits

A: Request for Proposals ("RFP") for Operations and Maintenance ("O&M") Services of the existing Industry MetroLink 2 MWdc Solar Carport Facility

B: Proposals Received in Response to Request for Proposals (RFP) for Operations and Maintenance ("O&M") Services of the existing Industry MetroLink 2 MWdc Solar Carport Facility (on file in City of Industry City Clerk's Office)

PJP:AG:kw

EXHIBIT A

Request for Proposals ("RFP") for Operations and Maintenance ("O&M") Services of the Existing Industry MetroLink 2 MWdc Solar Carport Facility

[Attached]

EXHIBIT B

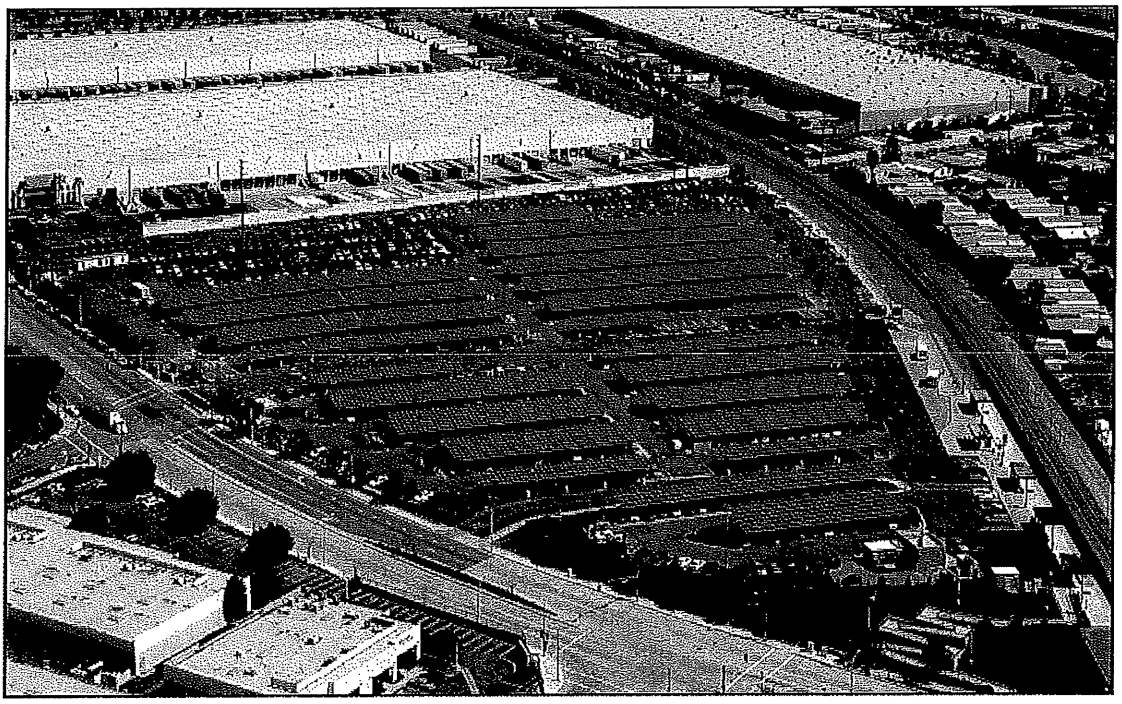
Proposals Received in Response to Request for Proposals ("RFP") for Operations and Maintenance ("O&M") Services of the Existing MetroLink 2 MWdc Solar Carport Facility

[On file in the City of Industry City Clerk's Office]

Request For Proposals ("RFP")

For

Operations and Maintenance ("O&M") Services of the existing Industry MetroLink 2 MW_{DC} Solar Carport Facility



Issued By

City of Industry

December 23, 2015

15625 Stafford St, Suite 100
City of Industry, CA 91744-3900
626-333-2211 tel, 626-236-4051

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APPENDIX 6: Industry MetroLink PV 1 Solar System 3-Year Operating Performance (May 2012 to April 2015)

APPENDIX 7: City of Industry Professional Services Agreement

APPENDIX 8: Online MetroLink O&M Manual, As-Built Drawings & Studies (City website only at www.cityofindustry.org)

FOR PUBLICATION

CITY OF INDUSTRY

REQUEST FOR PROPOSALS ("RFP") FOR OPERATION AND MAINTENANCE ("O&M") SERVICES OF THE EXISTING INDUSTRY METROLINK 2 MW_{DC} SOLAR CARPORT FACILITY

Contract No. 2015-1003

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive proposals for "Request for Proposals for Operation and Maintenance Services of the existing Industry MetroLink 2 MW_{DC} Solar Carport Facility" for Contract No. 2015-1003 until **5:00 P.M.** on **February 4, 2016** in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744.

The RFP is available at the City Engineering office located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Email transmittals of the RFP may be made upon request – all requests shall be addressed to MKane@cityofindustry.org stating the company name, address, contact name, title and telephone numbers.

The envelope containing the RFP must be sealed and contain the words "Request for Proposal for O&M Services of the existing Industry MetroLink 2 MW_{DC} Solar Carport Facility, Contract No. 2015-1003".

It is the responsibility of the proposers to make sure the proposal is in the possession of the City Engineer, City of Industry, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered.

NOTICE TO PROPOSERS

In addition to invitations issued to prospective Proposers, a Public Notice will be published in the Local Newspaper and posted on the City's Website to solicit additional proposals from any other interested solar O&M contractors.

There may be one or more amendments to this solicitation. In order to receive copies or notices of any such amendments, you must provide the information requested below to the Engineering Department. Please send this information to Ms. Marian Kane; (626) 333-2211; MKane@cityofindustry.org. The Engineering Department will send amendments only to those firms that complete and return this form in a timely manner. The return of this requested information form may be made by e-mail only.

RFP Reference **Request for Proposal for O&M Services of the existing Industry MetroLink 2 MW_{DC} Solar Carport Facility**

Company Name _____

Mailing Address _____

_____

_____
(City) (State) (Zip)

Telephone Number _____

Fax Number _____

Contact Person _____

E-mail Address _____

Amendments will be issued via email only. Any alteration to the documents by the proposer, other than the described Modified O&M Pricing for a Modified work scope may be grounds for rejection of such proposal or cancellation of any subsequent award.

1. Summary

The City of Industry requests proposals from qualified contractors to provide operations and maintenance ("O&M") services for the City's 2 MW_{DC} solar photovoltaic ("PV") carport and electric vehicle ("EV") charging facility (referred to as "Industry MetroLink Facility" or "Facility"). The RFP objective is to select an O&M Contractor to provide O&M services requested herein for a 3-year term, beginning March 1, 2016. Attached to this RFP is the City's Professional Services Agreement to be executed with the successful O&M Contractor.

The RFP describes the Facility, specifies the scope of work, identifies equipment responsibility, outlines proposal requirements and summarizes the City's evaluation criteria. The MetroLink Facility is comprised of a solar generating system; carport structural components; and ancillary interconnection, EV charging, security cameras and carport lighting equipment. The O&M Contractor will be responsible to provide 24/7 site monitoring, dispatching, technical support, service response, preventative maintenance, corrective maintenance and site security camera monitoring services to ensure reliable, optimized operations. The O&M Contractor will also dispatch contractors and specialty vendors already retained by the City for specified equipment and services. In the Proposal, proposers must provide qualifications and submit a fixed Base Price for monitoring, dispatch and preventative maintenance services and hourly rates for other services. All proposers must provide a Base O&M Price for a specified work scope. In addition to the Base O&M Price, proposers can submit a Modified O&M Price for a modified work scope recommended by O&M Contractor. The City seeks to implement an O&M Plan that adopts best management practices and would incorporate recommended work scope changes that optimize the Facility's performance at the lowest cost.

Complete proposals are due not later than 5:00 P.M. PST, February 4, 2016. The City will conduct a non-mandatory job walk at the Industry MetroLink Facility beginning 1:30 P.M. PST, January 28, 2016. At its discretion, the City may interview Contractors to discuss their Proposals. The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

Schedule & Process

RFP Announcement & Issuance ..... December 23, 2015
Non-Mandatory Pre-Job Walk ..... January 28, 2016
Proposal Submittal Date ..... February 4, 2016
Contractor Interview (if desired by City) ..... February 10, 2016
O&M Contractor – City Council Approval ..... February 25, 2016
Start O&M Operations ..... March 1, 2016

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2. Industry MetroLink Solar Facility

2.1 Project Background

Industry MetroLink PV 1 (the "Project") was developed in response to Southern California Edison's ("SCE") 2010 Rooftop Solar Photovoltaic Program ("SPVP") Request for Offer ("RFO"). In July 2010 SCE awarded the Project a 20-year power purchase agreement ("PPA" or "RAP ID 5371") to buy 100% of electricity generated from the 2 MW_{DC} solar carport facility. In December 2010 the Project executed a Small Generator Interconnection (SGIA) and Wholesale Distribution Service (WDT) Agreement with SCE (WDT444), which governs the Project's interconnection with SCE's Trident 12 kV distribution line and terms for power delivery to the California Independent System Operator Corporation (CAISO) grid at the 220 kV bus of SCE's Walnut Substation. The PPA requires that SCE schedules power generated from the Project into CAISO markets, thus requiring the Project to secure a Participating Generator Agreement (PGA) and Meter Service Agreement (MSA) from the CAISO. To comply with CAISO & SCE protocols, the Project installed a telemetering system that provides required meter and other data to CAISO and SCE.

In response South Coast Air Quality Management District's (SCAQMD) July 2011 solicitation, the City was awarded a contract to add EV charging at the Project. During the construction of the solar carports, the City extended a dedicated 12 kV feeder to charge electric vehicles (EV) and serve other loads. Sixty four Level 2 EV Chargers were later connected and an EV Program was developed to stimulate electric vehicle usage. The City has fulfilled its SCAQMD contract requirements and now voluntarily offers free charging.

2.2 Facility Description

Pursuant to the Project PPA requirements, the City constructed, owns and operates a 1,999.2 kW_{DC} photovoltaic (PV) electric generating facility[1] located in the Metrolink 1,400 car parking lot at 600 S. Brea Canyon Road in the City of Industry. In addition to the solar facility, there are EV charging, lighting, communications, security and other electric facilities which are collectively referred to herein as the "MetroLink Solar Facility". The following sections describe the various components of the MetroLink Solar Facility, greater detail is given in the Project's July 2013 O&M Manual and As-built drawings accessible via the web. While the O&M Contractor is fully responsible to provide 24/7 monitoring and dispatching of O&M services for the MetroLink Solar Facility, certain equipment will not be

[1] The MetroLink has 8,376 modules installed with a total capacity of 2010.24 kW_{DC}. Four modules were initially disconnected for design reasons, 42 modules were later disconnected because SCE's required the capacity to be less than 2000 kW_{DC}.

included in the O&M Work Scope" and shall be operated and maintained by contractors hired separately by the City and referred to as "City Contractor".

2.2.1 Solar Generating Facility

The solar facility consists of PV modules mounted on carports constructed of painted steel columns and frames anchored to concrete footings. Power generated from the solar PV modules flow to a PV collection system consisting of inverters, transformers, medium voltage cables, protective devices, and utility system protection, disconnecting means and metering. The solar facility is comprised of 24 individual carports covered with a total of 8,376 solar 240 Watt modules manufactured by Hanwha Solar One. IV Curve Tests were conducted on the polycrystalline PV modules prior to installation (test data in O&M Manual App. C). The PV modules are installed at fixed 5° tilt and connected together in series of 14 panel strings (O&M Manual App. B has map of string locations). Overhead electrical metallic tubing (EMT) is used to connect the strings to 49 combiner boxes which connect to three 500 kW_{AC} SMA Sunny Central inverters. The inverters are directly coupled to 480V/12.47 kV step up transformers, installed on reinforced concrete pads at three locations in the parking area, each surrounded by protective fencing and a pad-locked gate. A loop fed solar PV collection bus is designed to allow the primary 12.47 kV feeder to loop through the step up transformers as shown in the PV three-line in As-Built drawing 1b. As-Built drawing 1a describes the trench and underground (U/G) electrical plan. As-Built Drawing #1b further describes the PV electrical system and inverter. O&M Manual Sections 6.3 to 6.5 provide additional information.

2.2.2 PV Switchgear and Metering *(Equipment not included in O&M Work Scope)*

The solar facility's PV collection bus interconnects with Southern California Edison's (SCE) primary distribution grid at a 15 kV switchgear located on a pad at the south side of the Spanish Lane entrance, referred to as the PV Switchgear. The PV switchgear is the point of delivery where the Project delivers power to SCE's distribution grid. SCE has a pad mounted automated PME switch on the same pad. The PV Switchgear has two meters to measure PV output: CAISO meter to schedule power deliveries into the CAISO (O&M Section 6.12) and SCE revenue meter for power sales. The PV Switchgear also has a third meter for SCE to measure parasitic loads. The PV switchgear uses a Schweitzer 351-SEL relay for circuit protection breaker control, which also provides monitoring and metering (O&M Section 6.13). As-Built Drawing #6 more fully describes the PV switchgear.

2.2.3 Project Electric System Serving EV Charging, Lighting and other Loads

During construction, the Project was designed to enable the City's electric utility to supply electricity to electric vehicles (EV), light emitting diode (LED) fixtures and network communication equipment. These backbone of the electric system serving these loads is a 12 kV 600 amp main feeder that has 2 fuse protected 12 kV 200 amp radial circuit taps connected to 12kV–120/208V distribution transformers. Each 12kV–120/208V transformers feeds 4 distribution panels which ultimately serve the aggregate electrical loads of sixty-four Level II Aerovironment EV Chargers, LED lighting and electronic equipment. As-Built Drawing #1c provides the electrical single-line schematic, panel schedules and charging station details that more fully describes the City's electrical system that supplies the loads at the MetroLink Solar Facility.

2.2.4 EV Switchgear *(Equipment not included in O&M Work Scope)*

The Project's 12 kV feeder that ultimately supplies the EV, lighting and electronic loads, interconnects with the City's primary distribution grid at the City's 15 kV switchgear located on the north side of the Spanish Lane entrance next to Brea Canyon Road which is referred to as the EV switchgear. The EV switchgear also provides power for the Foothill Transit parking structure constructed in the northwest corner of the site. As-Built Drawing #5 provides detail and section views; the electrical single-line and three-line schematic drawings; and main breaker control and auxiliary circuits.

2.2.5 Communication Facilities *(Equipment not included in O&M Work Scope)*

Comm Shelter: The comm shelter located at the southwestern end of the project site is the Project's communication hub for all systems. It is a prefabricated concrete structure placed on a concrete pad adjacent to LACDPW's flood control pump station building (shown As-Built Drawing #7). The comm shelter houses the Project's communication equipment including the City server, DAS, CAISO RIG, AT&T router and modem, UPS, and a server for SCE that is programmed to extract and send data from the RIG to SCE. There are three racks inside the comm shelter for all the IT and security equipment.

On-site Network Facilities: The Project has an internal (local) network connecting all monitoring devices by either fiber optic cabling (12 strand multi-mode) or CAT5e cable. Cat5e is used to connect 3 inverters (Sunny Web Box & Obvious Data Acquisition Server), 2 SEL relays and the CAISO meter to network switches located in 5 intermediate distribution frame (IDF) cabinets. The IDF cabinets also house camera security and UPS equipment. These IDF cabinets are connected by fiber to the comma shelter.

Data Acquisition System (DAS): The network (DAS), referred to as the T1-S Gateway (T1-S), was developed and installed by Trimark connects communicating devices that provide real-time data to the Facility's data acquisition system Associates, Inc. The DAS gathers data from field devices including inverter Sunny Web Box communication modules, switchgear SEL protective relays, the met station and CAISO meters. The Tl-S based DAS at the Metrolink facility provides real-time data display and historical data storage and retrieval/display functions. Historical data is written to a data storage device to facilitate local access. The T1-S equipment consisting of servers, routers, switches, power supply, UPS and other communication equipment is housed in the comm shelter.

Remote Intelligent Gateway (RIG): Per SCE PPA requirements, Automatic Generation Control (AGC) of the MetroLink PV Facility is transferred to the CAISO. The technology selected by the CAISO to access plant information and/or controls, on behalf of the AGC requirement, is the Remote Intelligent Gateway (RIG). The RIG obtains MET, CAISO meter and SEL data from the DAS and sends the data to the CAISO via a dedicated shared, high-reliability, and high bandwidth communications network established by the CAISO called the Energy Communications Network (ECN). AT&T provides the data communication infrastructure or ECN which is accessed via an AT&T router and modem using a dedicated DSL line (supplied by Verizon).

Power Viewer & Network Access: The DAS provides access to data using a web-based solar monitoring system referred to as the Power Viewer. Access to Power Viewer requires a user ID and password provided by the City. The onsite network was designed so that the

City could control communication via servers located at City Hall. All internet traffic to and from the facility network must pass through firewalls, hence all remote access to the network and Power Viewer must be obtained from the City's IT Department.

2.2.6 Security *(Equipment not included in O&M Work Scope)*

Security for the Metrolink PV-1 Solar Facility is provided by:

i) Onsite Security: Security guards from Industry Security Services (ISS) working onsite during operating hours of the Metrolink parking lot (5:30 am to 7:30 pm, M-Fri);

ii) Key Control: Separate keys for entry to comm shelter, IDF cabinets, inverters and switchgear. The City is responsible for Key Control.

iii) Wireless Alarm System installed and monitored by Tattletale Portable Alarm Systems ("Tattletale") provides alarm surveillance of 8 zones.

iv) Camera System: Facility has an extensive network of security cameras capable of real-time surveillance of entire site. Cameras send video streams to local DVR in IDF Cabinet and primary DVR in comm shelter. The City is responsible for camera system.

2.3 Equipment Not Included in O&M Work Scope

The following table lists equipment identified in Section 2.2 not included in the O&M Work Scope and the City Contractor(s) hired by the City to operate and maintain the specified equipment. The O&M Contractor is responsible to dispatch City Contractor(s).

Equipment	City Contractor
EV & PV Switchgear	Snowden
Metering	AMT
Network Facilities	Juan
DAS/RIG	TriMark
Modem/Router/ECN	AT&T
Camera System	Juan
Wireless Alarm	Tattletale

2.4 Industry MetroLink Power Purchase Agreement (PPA) Economic Considerations

A key factor in O&M planning is Project economics. Industry MetroLink has a PPA with SCE where the price received for solar power is highly sensitive to season and time. The amount paid for energy is equal to the time-differentiated amount supplied during the season (Summer vs Winter) and specific time-of-use (TOU) period, multiplied by the price paid during the TOU period or payment factor. The TOU period and payment factors in SCE's PPA are shown below. Note energy delivered noon and 6 pm in the Summer receives 3 times higher prices than other TOU periods. To maximize power sales, a key O&M objective is to prepare the Facility for maximum output prior to June 1 every year.

MetroLink Energy Payment TOU Factors

Season	Time-Of-Use (TOU) Period & Hours		Payment Factor
	TOU Period	Weekday hours	
Summer Jun 1 - Sep 30	On-Peak	Noon - 6 pm	3.13
	Mid-Peak	8 am - Noon, 6 pm - 11 pm	1.35
	Off-Peak	11 pm - 8 am	0.75
Winter Oct 1 - May 31	Mid-Peak	8 am - 9 pm	1.00
	Off-Peak	6 am - 8 am, 9 pm - 12 am	0.83
	Super-Off-Peak	Midnight (12 am) - 6 am	0.61

***Weekends and holidays are off-peak*

2.5 MetroLink Solar Facility Historical Operations

In addition to providing data to the CAISO, the data from the Power Viewer is used to monitor and assess the MetroLink PV system performance. The MetroLink Solar PV Facility began commercial operations in May 2012 and has generated on average 3,010,080 kWhs per year. The solar facility's annual PV performance is summarized below and monthly performance is detailed in Appendix 6.

MetroLink Annual Solar PV System Performance Summary

Yr	Period	System kWh	Solar Insolation GlobHor, kWh/m²/yr	Solar Insolation GlobEff, kWh/m²/yr	Inverter Output kWh_{DC}	Inverter Output kWh_{AC}	Perf. Ratio
1	5/2012 - 4/2013	3,073,797	1,834.4	1,990.0	3,254,672	3,126,135	0.773
2	5/2013 - 4/2014	3,040,737	1,766.1	1,939.9	3,213,498	3,086,525	0.784
3	5/2014 - 4/2015	2,915,707	1,677.9	1,882.8	3,089,596	2,967,436	0.775
Average		3,010,080	1,759.5		3,185,922		0.777
Annual Change, %		-2.61%	-4.36%	-2.73%			

2.6 Project O&M Manual & Equipment Documentation

Basic information on equipment at MetroLink solar facility is provided in this RFP document. The Project's July 2013 O&M Manual which contains As-built drawings, plan sets, datasheets and manufacturer warranties can be provided on demand if needed to complete quote. These can be accessed online.

3. O&M Scope of Work

The City seeks an O&M Contractor to have full O&M responsibility for the Facility: to provide 24/7 monitoring and coordinate and dispatch vendors subcontracted for security, landscaping and CAISO communication functions ("24/7 Dispatcher"); and to perform all Facility O&M including response services, corrective maintenance, preventative maintenance, warranty compliance and technical support, as necessary to ensure reliable, optimized operations. The O&M Contractor will also be required to perform some modest forecasting and reporting tasks.

- Monitoring, Coordination & Dispatching (24/7 Dispatcher)

- O&M Contractor shall have on-call service 24/7 and be able to provide onsite response within 24 hours of notification. Notification could be from the City, but primarily from Power Viewer web based solar monitoring system that triggers alarms and presents Facility data in near real-time. O&M Contractor responsible to:
- Acknowledge, assess severity and nature of alarm (i.e. false positive, restore service or repair as required, etc.) and prioritize ("Alert Triage").
- Determine if performance is outside range of acceptable parameters.
- Determine required action: clear alarm, dispatch O&M personnel to troubleshoot or inform City & City's subcontracted service providers of required action.

Dispatching of City-Hired Vendors

O&M Contractor shall monitor, inform the City and its vendors, coordinate and dispatch required services for subcontracted services including, but not limited to:

1) EV & PV Switchgear: All alarms, corrective and preventative maintenance to be coordinate with the City and Snowden. O&M to be provided by Snowden.
2) CAISO Meter: All alarms or loss of meter read to be coordinated with City, CAISO and TriMark. Troubleshooting could involve AT&T, Verizon and other vendors. O&M to be provided by Applied Metering Technologies (AMT).
3) Network Facilities: All network cabling issues to be coordinated with City and City cabling contractor.
4) DAS/RIG: Contact and coordinate with City and TriMark for response to:
   - CAISO and metering reported problems or issues.
   - Alarms or loss of communication from DAS, RIG, networking or communication equipment.
   - Loss of access to Power Viewer solar monitoring system.
5) Monitor wireless security system alarms. Communicate and coordinate with Tattletale customer service center for wireless system alarms.
6) Monitor cameras for proper function. Install software (from City) on computer at Dispatcher's call center to remotely view security cameras. Coordinate with City.
7) Primary communication coordinator for:
   - On-site security reporting of suspicious activities or facility concerns.
   - Issues related to vegetation that may impact solar generation or other O&M functions. Notify City to dispatch Municipal Maintenance Contractor.

3.2 Troubleshooting and Service Response

If alarms or performance outside of acceptable parameters indicate the need for onsite operations, O&M Contractor shall visit the site within 24 hours to Troubleshoot the Facility and determine whether a service or repair operation is needed to restore system performance. For equipment not included in the O&M Contractors Work Scope, the City-hired vendor must be contacted within 4 hours and dispatched within 24 hours to complete Service operations. Service operations refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers. A log of Troubleshooting, Service and Repairs performed at the MetroLink Solar Facility since December 2013 is provided in Appendix 5.

3.3 Corrective Maintenance

Corrective or unscheduled maintenance primarily will involve performing any Service or replacing any Part of the Facility that becomes unfit or unavailable for use and performing the Repair necessary to restore full operation. Appendix 2 provides a list of corrective or reactive maintenance measures that would be expected to be performed to fix problems. A set budget of $30,000.00 annually shall be included in the proposal to be billed upon the actual hourly fees and services provided.

3.4 Routine Inspections & Preventative Maintenance

The O&M Contractor shall establish a routine inspection schedule for the Facility and perform Presentative Maintenance for the solar, interconnection and CAISO metering facilities[2]. O&M Contractor shall perform Preventative Maintenance intended to follow the industry standard for proactive maintenance: (i) to keep Facility equipment in good repair, good operating condition, appearance and working order; (ii) to keep Facility equipment in compliance with the manufacturer's recommendations, warranties and standard practices but in no event less than Prudent Industry Practices, (iii) to properly service all Facility equipment following manufacturer's written operating and servicing procedures. Routine Inspection and Preventative Maintenance provided by the O&M Contractors generally includes the following tasks (detailed in Appendix 1):

- Visual inspection of and reporting damage to carport structures
- Visual inspection for damage or foreign debris for all Facility equipment
- Identification of potential shading and equipment encroachments
- Inspect and verify wire connections for proper torque
- Calibration of Facility equipment per manufacturer specification
- Infrared scan of PV modules and equipment connections
- Inspect and test fuses and breakers
- Inspect and test sensor equipment, DAS and weather station
- Inspect and maintain disconnects and combiner boxes
- Transformers and associated AC electrical distribution
- Wear & Tear Repairs

[2] While included in routine inspection, no preventive maintenance will be performed on electric vehicle (EV) charging and LED lighting facilities.

Appendix 1 provides a detailed preliminary list of routine inspection and preventative maintenance tasks. The City seeks input from respondents to finalize the Appendix 1 list to ensure the Facility's O&M plan is based on best industry practices.

3.5 Forecasting, Performance Debrief & Reporting

PPA & CAISO Forecasting and Scheduling

- Schedule forecast of Facility hourly electric output using SCE's web-based system (SCE PCI Module) per requirements for forecasting electric energy to be received by SCE. The City will provide initial hourly forecast based on historical generation.
- Schedule any generation outages using SCE PCI Module.

Performance Debrief (via telephone)

- City shall prepare and provide to O&M Contractor quarterly performance report similar to Appendix 6 which O&M Contractor and Owner shall jointly review and assess.

Reporting (can be provided electronically to City)

- Provide documentation of any Troubleshooting, Service or Repair completed during site visit. Documentation of site visit is condition for payment.
- Document observations or findings from routine inspection.
- Document preventative maintenance or testing operation and provide City with brief outline on recommended measures.
- Promptly furnish or cause to be furnished any information as may be required to enable the Owner to respond to CAISO or SCE.

3 PROPOSAL RESPONSE

Proposal Response

The following items must be provided in a Proposal. Where explicitly requested, information must be included with your Proposal. Incomplete or missing information may constitute grounds for rejection of the submission.

1. Minimum Requirements.

California Licenses, Contractor and subcontractors employed or otherwise utilized must be licensed under California's Contractors' State License Board Rules and Regulations. Provide relevant qualifications.

- Contractor and subcontractors performing electrical work are licensed as class C-10 electrical contractors under California's Contractors' State License Board Rules and Regulations, and all Electricians be certified to perform electrical work under California Labor Code Section 3099 et seq.
- Contractor perform electrical work for grid connected solar electric system are licensed as class C-46 contractor.
- Indicate whether staff has obtained NABCEP PV Installation Professional certification
- Contractor or subcontractor performing low-voltage communication wiring are licensed as class C-7 low voltage contractor.
- Familiarity with Level 2 Electric Vehicle (EV) Chargers & LED Lighting.
- Should have in place an Environmental, Health and Safety (EH&S) Program that helps ensure safe and healthy work performed at Facility in compliance with all federal, state and General Contractors environmental and safety regulations

Financial and Insurance. See City of Industry Professional Services Agreement

2. ***Experience Profile.*** Please provide a list of solar projects where Company currently provides O&M services to. Brief description of each should include the following (may provide tabular response):
   - Name of PV installation, city location, commercial operation date (COD);
   - System Size, kW_{DC} & CEC kW_{AC}
   - Inverter(s) type & size; module manufacturer
   - Interconnection type (export vs Rule 21);
   - O&M services provided (monitoring, dispatch, reporting, corrective maintenance, preventive maintenance) length of time providing O&M services
   - Provide up to 3 reference from owner/customer (can be separate)
3. ***Project O&M Support & Personnel.*** Please describe how company is organized to provide O&M to the City's Facility.
   - Contractor designated point of contact
   - Company capability to provide or outsource 24/7 dispatcher call center function
   - Technical staff available to support project
   - Number of technicians available for call out within 3 hours of site
4. ***Base O&M Price.***

   The O&M Contractor's Base O&M Price is a fixed annual price for routine services:

1) Monitoring, Coordination & Dispatch Services as described in Section 3.1 and Forecasting, Performance Debrief & Reporting as described in Section 3.5;
2) Preventative Maintenance for the tasks specified in Appendix 1.

The Base O&M Price also includes a fixed price for panel washing the facility as specified in Appendix 3. Troubleshooting, service and repair tasks shall be on a time and material basis, with agreed-upon response times and labor rates for the personnel qualified to perform such task. The charges for corrective maintenance and other tasks will be priced using the same time and material basis. Other tasks refer to O&M tasks that were not included in the scope of work shown herein. Hourly rates for O&M personnel shall be specified for all anticipated tasks including troubleshooting, repair, etc. and technical support.

Preferred Format of Base O&M Price

O&M Task Description	Price
1) Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting	$/Yr
2) Preventive Maintenance (Appendix 1)	$/Yr
3) Troubleshoot, Service & Repair (App 2)	@ hourly rates & time
4) Travel Time (to and from site)	hrs
5) Panel Wash (Appendix 3)	$ ea
6) Other Tasks (Appendix 4)	$/Yr
7) Vehicle & Equipment	@ Rate schedule

Preferred Format of Hourly Rate Quote

Qualification Per Task	Hourly Rate
Journeyman Electrician	$/hr
Electrician	$/hr
Master Electrician	$/hr
Service Tech	$/hr
Other	$/hr

5. ***Modified O&M Price.*** The RFP scope of work set forth in the Base O&M Price is based on the Owner's experience over the past 3 years at the Industry MetroLink. The City recognizes that solar O&M contractors have greater experience with operating and maintaining solar facilities and may already have for instance a standard task list for preventive maintenance. The City is open any input particularly that which adopts best management practices for solar O&M and helps the City optimize Facility performance and profitability. Respondents should specify their modified scope of work and provide their fixed price Modified O&M Price.

4 EVALUATION CRITERIA

The proposal evaluation criteria for selecting the O&M provider include the following criteria and weighting:

a. Base Price Quote:

O&M Tasks Items #1 Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting & #3 Preventive Maintenance should be a fixed price ($ per year) based on the tasks identified in Sections 3.1, 3.3 and Appendix 1. .....30%

b. O&M Qualifications:

Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. O&M Contractor can differentiate by demonstrating superior, relevant O&M experience, technical knowledge of support personnel and/or ability to leverage Company economies-of-scale in current operations. 30%

c. Local Presence:

The availability of nearby personnel should enable the O&M Contractor to reduce response time and the cost of response for service and repair operations. 20%

c. O&M Plan:

The City seeks to adopt the best solar O&M management and contracting practices for the Facility. One of RFP objectives is to finalize an O&M Plan that adopts the best solar O&M management practices. The City is seeking input from the O&M provider to develop and finalize the O&M Plan. 20%

Appendix 1 - Schedule and Description of Preventative Maintenance Tasks

PM Activity	Facility Component	Description Of Preventive Maintenance Task	Interval	Provider
		General		
Manage	Facility	Document program to Inspect and maintain equipment as specified by manufacturer /supplier.	Per Man Spec	O&M Manager
Manage	Facility	Compile data sheets and maintenance checklists and confirm with manufacturer /supplier.	Per Man Spec	O&M Manager
Full Inspection	Facility	Ensure that there is appropriate signage and warnings that identifies potential hazards.	Annual	O&M Staff
Full Inspection	Facility	Ensure facility components (inverters, combiner boxes, disconnect switches, switchgear, etc.) are not accessible to unqualified personnel, and require tools or have locks to prevent unauthorized access to the equipment.	Annual	O&M Staff
Visual Inspection	Facility	Look for any signs of intrusion by pests such as insects and rodents. Remove any nests from electrical boxes (junction boxes, pull boxes, combiner boxes) or arrays. Use safe sanitation practices because pests may carry disease.	Annual	Other
Service	Facility	For any service ensure proper use of lockout/tagout procedures, personal protective equipment (PPE) and appropriate procedures for safely disconnecting live circuits.	Continual	O&M Staff
Service	Facility	Use torque marks on specified connections to ensure lugs are tightened to proper torque values. If not visible, technician can mark lug after torquing during maintenance visit. Proper torque mark is made with specialized torque marking pen. The mark is a straight line through the lug and the housing.	Continual	O&M Staff
		PV ARRAYs		
Visual Inspection	PV Array	Confirm modules are securely attached. Inspect modules for excessive soiling from dirt buildup or animal droppings. Check for shading from vegetation growth.	Annual	PV Array Technician
Visual Inspection	PV Array	Inspect PV modules for defects that can appear in the form of burn marks, discoloration, delamination, or broken glass.	Annual	PV Array Technician
Visual Inspection	PV Racking	Inspect racking system for defects including rust, corrosion, sagging, and missing or broken clips or bolts.	Annual	PV Array Technician
Visual Inspection	PV Array	Ensure module wiring is secure, not hanging loose and exposed to potential damage, bent to unapproved radius, or stretched across sharp or abrasive surfaces. Check for aging & corrosion.	Annual	PV Array Technician
Full Inspection	PV Array	Test open circuit voltage of series strings of modules	Annual	PV Array Technician
Full Inspection	PV Modules	Use infrared camera to inspect for hot spots	Annual	PV Array Technician
Full Inspection	PV Modules	PV module torque check & visual inspection. Racking torque check and inspection.	5-Years	PV Array Technician
		Balance of System (BOS) - AC		
Visual Inspection	AC Wiring	Verify condition of wire transition junction boxes for weatherproofing, corrosion and security of internal wiring connections. Seal boxes if required.	Annual	Electrician
Full Inspection	AC Wiring	Verify physical condition of AC conduits and ensure all connections still weather tight.	Annual	Electrician
Visual Inspection	AC Wiring	Verify condition of AC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and no evidence of water ingress. Check torque marks on connections.	Annual	Electrician

Appendix 1 - Schedule and Description of Preventative Maintenance Tasks

PM Activity	Facility Component	Description Of Preventive Maintenance Task	Interval	Provider
Visual Inspection	AC Wiring	Check position of AC disconnect switches and breakers.	Annual	Electrician
Service	AC Wiring	Re-torque all electrical connections on AC side of system.	Annual	Electrician
Balance of System (BOS) - DC				
Visual Inspection	DC Wiring	Verify condition of DC conduits and connections, inspect for proper support, bushings, and expansion joints, where needed.	Annual	Electrician
Visual Inspection	DC Wiring	Verify condition of DC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and there is no evidence of water ingress. Check torque marks on field terminations.	Annual	Electrician
Visual Inspection	DC Wiring	Check proper position of DC disconnect switches.	Annual	Electrician
Visual Inspection	Combiner Boxes, DC Wiring	Verify exterial and interior condition of DC combiner boxes. Look for debris inside boxes and any evidence of damaging water intrusion. Look for discoloration on the terminals, boards, and fuse holders. Check torque marks on field connections.	Annual	Electrician
Full Inspection	DC Wiring	Inspect cabling for signs of cracks, defects, pulling out of connections; overheating, arcing, short or open circuits and ground faults.	Annual	Technician
Full Inspection	Combiner Boxes, DC Wiring	Scan combiner boxes with Infrared camera to identify loose or broken connections (loose connections warmer than good connections when passing current).	Annual	Technician
Service	DC Wiring	Re-torque all electrical connections in combiner box	Annual	Electrician
Weather Station				
Full Inspection	Instruments	Inspect pyranometers (irradiance) & wind sensors. Irradiance sensors should be cleaned to remove dirt and bird droppings. Wind sensors should spin freely.	Annual	Technician
Full Inspection	Instruments	Ensure sensors are in the correct location and at the correct tilt and azimuth. Global horizontal irradiance sensor should be flat, and plane of array irradiance sensor should be installed to the same pitch and orientation as the array.	Annual	Technician
Service	Instruments	Inspect & tighten all connections.	Annual	Technician
Service	Instruments	Exchange or re-calibrate instruments.	Per Man Spec	Technician
Inverter - *Inverter manufacturer has specific requirements for inspection, testing, services, and documentation to meet warranty obligations*				
Visual Inspection	Inverter	Verify that current software is installed.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Record and validate all voltages and production values from the HMI display. Record last logged system error.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect interior and exterior of the inverter for signs of water, rodent, or dust intrusion into the inverter.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Check for torque marks on the field terminations.	Per Man Spec	Inverter Technician
Service	Inverter	Check and clean inside of inverter cabinet, ventilation system and exposed surfaces. Clean fan and heat sink (heat rejection fins).	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect gasket seal, weather stripping, replace as necessary.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Inspect, clean or replace inverter air filter elements as necessary	Per Man Spec	Inverter Technician

Appendix 1 - Schedule and Description of Preventative Maintenance Tasks

PM Activity	Facility Component	Description Of Preventive Maintenance Task	Interval	Provider
Full Inspection	Inverter	Inspect and test fans, replace as necessary	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check fuses and surge suppressors such as MOV's.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Look for discoloration from excessive heat buildup or corrosion on inverter components and connections.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check operation of all inverter safety devices (E-stop, door switches)	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Complete thermal scan of inverter connections, wiring and electronics.	Annual	Inverter Technician
Test	Inverter	Check integrity of lightning arrestors.	Annual	Inverter Technician
Test	Inverter	Check continuity of system ground and equipment grounding.	Annual	Inverter Technician
Test	Inverter	Test overvoltage surge suppressors in inverter.	Annual	Inverter Technician
Service	Inverter	Replace transient voltage surge suppression devices.	5-Years	Inverter Technician
Step-Up Tranformer				
Visual Inspection	Transformer	Inspect transformer. Check meter, oil and temperature gauges.	Per Man Spec	Electrician
Switchgear & Meter				
Visual Inspection	Transformer	Inspect switchgear.	Per Man Spec	Electrician
EV Chargers				
Visual Inspection	Transformer	Inspect transformer that supplies Level 2 Chargers for proper operation.	Per Man Spec	Electrician
Visual Inspection	Panel	Inspect distribution panel that supply Level 2 Chargers for proper operation.	Per Man Spec	Electrician

Appendix 2 - Troubleshoot, Service & Repair

Applicability *Pertains to the performance of any Service, the replacement of any Part of the Facility that becomes unfit or unavailable for use and/or performing the Repair necessary; that restores full operation of the Facility.	Billable per Hourly Rate
Response time *Response time of less than 24 hours upon receiving notification from City or 24/7 Dispatcher, including proposal for corrective action within that me; *Site attendance within less than 24 hours upon confirmed corrective action plan; *24/7 availability of service hotline or similar, reply confirming notification.	Included in Annual Fee
Restore system output and documentation *restore system output within less than 3 days; *submit fault clearance report electronically within 7 days.	Billable per Hourly Rates
Travel to and from site included in hourly rates	Billable per Hourly Rates

Appendix 3 - Panel Wash

Task Description	*Frequency*
o City and O&M Contractor to review quarterly Facility perf-ormance and assess the need clean panels the annual scheduled cleaning prior to SCE Summer Period	Bi-Annual
o Professional cleaning of all panels	Annual
o Provision of clean, deionized water (post job), to be quoted separately	
o Provision of a proposed schedule for panel washing not later than 2 weeks after signing contracts;	

Appendix 4 - Other Services

Task Description	*Frequency*
Calibration of Electric Meter o Calibration of electric meter may be required once the meter's certificates are expired (5 years), qualified personnel needed.	On-Demand
Additional Testing (used when problems are identified and may include): o Short circuit (I_{sc}) testing of strings o Current-voltage (IV) curve testing of strings o Insulation resistance tests ("megger" tests) of conductors at specified voltage o Thermal images of combiner boxes (opened and closed), disconnects, inverters (external and internal at a specified operating point for a specified period of time), and modules	
100% IV Curve Measurement and Trace Report o Current voltage (IV) curve traces on all PV module strings with instantaneous recording of irradiance and cell temperature; o Traces for each string will be compiled and compared to other strings making up the PV array and to modeled IV curves; o Highlight underperforming strings, mismatched strings, and module degradation beyond manufacturer specifications; o IV Curve Traces shall be compared to IV Curve Traces from previous years.	Quote Price
IRT Thermal Imaging Report o Thermal imaging of cells of each PV module in order to identify hot spots which indicate inefficient electrical production; o Thermal imaging of all electrical connections and electrical equipment where the identification of thermal patterns can be used to locate a problem or diagnose an inefficient or dangerous condition: including but not limited to all DC and AC connections including LV panel boards and combiner boxes; o IRT thermal imaging pictures shall be included in the report; o Brief outline on recommended measures.	Quote Price

Appendix 5: MetroLink Operations & Maintenance Journal (12-2013 - 8/2015)

Date	Task Desciption	Note	Assess
12/31/2013	Service: Inverter	ENCO data alarm, Replaced GFI Inverter 2	
1/31/2014	Service: Inverter	ENCO alarm Inverter 3, Reset 1600A CB	
6/30/2014	Service: Inverter	Inverter 1 main brkr trip, reset	
9/30/2014	Service: System	ENCO alarm. Reset UPS	
10/31/2014	Service: System	Work with SCE, reenergize PV switch	
3/31/2015	Service: Inverter	Reset min breaker inverter 3	
6/30/2015	Service: Inverter	Reset inverter 2 main brkr, test	
5/31/2014	Repair: Inverter	Replace Inverter2 150A fuse	
5/31/2014	Repair: Panel-Cbox-InvCable	Replace undersized cable	
6/30/2014	Repair: Inverter	Disconnect Inv 2, Install new 250A fuse CBR2	
6/30/2015	Repair: Com Room	Replace thermostat battery in Comm Room	
6/30/2015	Repair: Com Room	Repair GFI receptacle	
6/30/2015	Repair: Panel Array-Cbox-InvCable	Replace cable inverter 1 to CB-1L	
5/31/2014	Routine Maintenance: Inverter	IR screen Inv1,2,3; scan for hot spots	
6/30/2014	Routine Maintenance: Panel Cleaning		
12/31/2014	Routine Maintenance: System	Replace filter in IDF cabinet	
5/31/2015	Routine Maintenance: Inverter	Clean inverters	
5/31/2015	Routine Maintenance: Panel Cleaning		
6/30/2015	Routine Maintenance: Com Room	Replace filter in AC, clean all IDF cabinet filters	
8/31/2015	Routine Maintenance: Inverter	Clean inverters	
8/31/2015	Routine Maintenance: Inverter	Clean inverters - OT	
2/28/2014	Troubleshoot: Inverter	Data alarms all inverters	False Alarm
4/30/2014	Troubleshoot: Inverter	ENCO alarm. Invrtrs 1-3, Invtr data cable	False Alarm
4/30/2014	Troubleshoot: Panel Array-Cbox-InvCable	ENCO alarm. Combiner Box 2	False Alarm
5/31/2014	Troubleshoot: Panel Array-Cbox-InvCable	No output CB-2R panels, check inv2, blown fuse	
5/31/2014	Troubleshoot: Step-up Transformer 3	Oil leak transformers,	
7/31/2014	Troubleshoot: Inverter	Review inverter 2 data	
10/31/2014	Troubleshoot: Inverter	Spot check inverter 3	
10/31/2014	Troubleshoot: Panel Array-Cbox-InvCable	Watch strings 2D03,4,5/2E01/3H1/1C01	
12/31/2014	Troubleshoot: Inverter	Inspect data alarm	False Alarm
12/31/2014	Troubleshoot: Panel Array-Cbox-InvCable	Check panel low output. Find damage panel	
1/31/2015	Troubleshoot: Panel Array-Cbox-InvCable	Low output on solar array	
5/31/2015	Troubleshoot: Inverter	Respond to trouble alarm inverter 2	False Alarm
6/30/2015	Troubleshoot: Panel Array-Cbox-InvCable	Inspect Inv1-CB-1L,CB-1M Find cable short	
8/31/2015	Troubleshoot: Inverter	Alarm Inverter 2	False Alarm
8/31/2015	Troubleshoot: System	Data alarms	False Alarm
3/31/2015	Repair: Lighting	Repair LED, replace ballast, repair platform ltg	
4/30/2015	Repair: Lighting	Repair LED, replace ballast	
5/31/2015	Repair: Lighting	Repair LED, replace ballast	
6/30/2015	Repair: Lighting	SurveyNorth pole lighting, replace time clock	
7/30/2015	Repair: Lighting		False Alarm
5/31/2014	Service: EV Charger	Reset CB, which reset charger	
7/31/2014	Service: EV Charger	Reset charger	
10/31/2014	Troubleshoot: EV Charger	Install/rmove recorder	
12/31/2014	Troubleshoot: EV Charger	Reset charger, no problems	False Alarm
1/31/2014	Repair: EV Charger	Replace 40A 2P CB with 50A CB in Zone 4	

APPENDIX 6 : INDUSTRY METROLINK PV 1 SOLAR SYSTEM PERFORMANCE

INDUSTRY METROLINK PV SOLAR MONITORING & REPORTING

Owner CITY OF INDUSTRY Project INDUSTRY METROLINK PV 1

Module Area, Design 13,831 m^2 8372 modules

Actual 13,762 m^2 8330 modules Real Power Loss Factor: 3.73%

		PV	Solar Insolation		Inverter Output		Efficiency			PR
No.	Month	System Output kWh	GlobHor, kWh/m² /month	GlobEff, kWh/m² /month	kWh_{DC}	kWh_{AC}	Array DC %	Inverter AC %	System, AC %	Perf. Ratio
1	May-12	323,944	198.9	200.2	344,478	331,083	12.4%	12.0%	11.7%	0.81
2	Jun-12	346,581	226.2	235.7	368,848	354,431	11.3%	10.9%	10.6%	0.73
3	Jul-12	322,149	216.2	227.0	340,601	327,350	10.9%	10.5%	10.3%	0.71
4	Aug-12	293,510	198.3	214.1	310,463	298,471	10.5%	10.1%	10.0%	0.69
5	Sep-12	291,158	164.3	187.6	307,865	295,989	11.9%	11.5%	11.3%	0.78
6	Oct-12	234,602	129.8	148.0	247,227	237,629	12.1%	11.7%	11.5%	0.79
7	Nov-12	178,299	95.5	108.3	188,292	180,853	12.6%	12.1%	12.0%	0.82
8	Dec-12	141,331	73.3	83.2	149,025	142,800	13.0%	12.5%	12.3%	0.85
9	Jan-13	187,976	99.3	113.6	198,998	190,833	12.7%	12.2%	12.0%	0.83
10	Feb-13	212,536	113.0	126.0	221,941	212,949	12.8%	12.3%	12.3%	0.84
11	Mar-13	271,292	154.1	168.5	289,032	277,461	12.5%	12.0%	11.7%	0.81
12	Apr-13	270,417	165.5	177.6	287,901	276,285	11.8%	11.3%	11.1%	0.76
13	May-13	354,092	203.3	216.2	354,212	340,081	11.9%	11.4%	11.9%	0.82
14	Jun-13	343,879	207.2	221.7	365,753	351,225	12.0%	11.5%	11.3%	0.78
15	Jul-13	321,579	199.1	213.3	344,958	331,382	11.8%	11.3%	11.0%	0.75
16	Aug-13	339,690	205.7	226.5	361,001	346,856	11.6%	11.1%	10.9%	0.75
17	Sep-13	298,443	166.9	191.8	317,379	305,085	12.0%	11.6%	11.3%	0.78
18	Oct-13	241,876	132.7	151.0	256,965	246,895	12.4%	11.9%	11.6%	0.80
19	Nov-13	164,796	88.8	101.2	175,007	168,074	12.6%	12.1%	11.8%	0.81
20	Dec-13	39,269	21.2	24.1	41,702	40,050	12.6%	12.1%	11.8%	0.81
21	Jan-14	165,992	93.0	107.0	176,199	169,209	12.0%	11.5%	11.3%	0.78
22	Feb-14	186,795	103.0	115.1	198,569	190,570	12.5%	12.0%	11.8%	0.81
23	Mar-14	265,266	152.4	165.4	282,277	271,053	12.4%	11.9%	11.7%	0.80
24	Apr-14	319,061	192.8	206.5	339,476	326,047	11.9%	11.5%	11.2%	0.77
25	May-14	331,566	207.8	219.5	352,806	338,996	11.7%	11.2%	11.0%	0.76
26	Jun-14	351,386	219.5	233.9	375,248	360,662	11.7%	11.2%	10.9%	0.75
27	Jul-14	356,548	217.6	233.5	379,528	364,775	11.8%	11.3%	11.1%	0.76
28	Aug-14	338,314	205.2	223.1	360,124	346,067	11.7%	11.3%	11.0%	0.76
29	Sep-14	277,474	162.9	183.8	288,616	277,433	11.4%	11.0%	11.0%	0.76
30	Oct-14	169,185	86.4	103.9	179,625	172,466	12.6%	12.1%	11.8%	0.81
31	Nov-14	179,207	93.1	112.5	190,673	182,648	12.3%	11.8%	11.6%	0.80
32	Dec-14	143,081	71.5	86.2	152,031	145,921	12.8%	12.3%	12.1%	0.83
33	Jan-15	277,474	162.9	183.8	288,616	277,433	11.4%	11.0%	11.0%	0.76
34	Feb-15	169,185	86.4	103.9	179,625	172,466	12.6%	12.1%	11.8%	0.81
35	Mar-15	179,207	93.1	112.5	190,673	182,648	12.3%	11.8%	11.6%	0.80
36	Apr-15	143,081	71.5	86.2	152,031	145,921	12.8%	12.3%	12.1%	0.83
Average 12-mo		3,010,080	146.6	161.5	3,185,922	3,060,032	11.9%	11.5%	11.3%	0.78

- **Appendix 7**

- Professional Services Agreement ("PSA")

- **CITY OF INDUSTRY**

- **PROFESSIONAL SERVICES AGREEMENT**

- This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of March 1, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and _____ ("Operation and Maintenance (O & M) contractor"). The City and O&M Contractor are hereinafter collectively referred to as the "Parties".

- **RECITALS**

  - **WHEREAS**, City desires to engage O&M Contractor to perform the services described herein, and O&M Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

  - **NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and O&M Contractor agree as follows:

- **<u>TERM</u>**

  - This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 1, 2019 , unless sooner terminated pursuant to the provisions of this Agreement.

- **<u>SERVICES</u>**

  - O&M Contractor shall perform the tasks ("Services") described and set forth in Exhibit-A (City's December 2015 RFP for Solar O&M Services of the existing Industry MetroLink 2 MW_{DC} Solar Carport Facility), attached hereto and incorporated herein as though set forth in full ("Scope of Services"). The Scope of Services are more specifically set forth in the MetroLink Solar RFP Section 3, Appendices 1, 2, 3 & 4. Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by O&M Contractor, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit-A (RFP Section 3, Appendices 1, 2, 3 & 4), the terms of this Agreement shall prevail.

  - City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- O&M Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing operations and maintenance services, serving a municipal agency.

- O&M Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, O&M Contractor shall not perform any work for another person or entity for whom O&M Contractor was not working on the Effective Date if both (i) such work would require O&M Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to O&M Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* O&M Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If O&M Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, O&M Contractor warrants that it did not participate in any manner in the forming of this Agreement. O&M Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and O&M Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and O&M Contractor will be required to reimburse the City for any sums paid to the O&M Contractor. O&M Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- O&M Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by O&M Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

- **MANAGEMENT**

  - The City Manager or his designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by O&M Contractor, but shall have no authority to modify the Services or the compensation due to O&M Contractor.

  - Prior to beginning work under the "O & M" agreement, the O&M Contractor shall submit a detail scope of work and budget for each assigned task for

accounting purposes. Approval of each assigned task shall be granted by the City prior to proceeding with specific work task.

- **PAYMENT**

  - The City agrees to pay O&M Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ Dollars ($_____) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

  - O&M Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. O&M Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and O&M Contractor at the time City's written authorization is given to O&M Contractor for the performance of said services.

  - O&M Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of O&M Contractor's fees it shall give written notice to O&M Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

- **SUSPENSION OR TERMINATION OF AGREEMENT**

  - The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the O&M Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the O&M Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

  - In the event this Agreement is terminated pursuant to this Section, the City shall pay to O&M Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the O&M Contractor shall submit an invoice to the City pursuant to Section 5 of this Agreement.

- **OWNERSHIP OF DOCUMENTS**

  - O&M Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. O&M Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. O&M Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

  - Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the O&M Contractor. With respect to computer files, O&M Contractor shall make available to the City, at the O&M Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. O&M Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by O&M Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by O&M Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

- **INDEMNIFICATION**

  - Indemnity for professional liability

  - When the law establishes a professional standard of care for O&M Contractor's Services, to the fullest extent permitted by law, O&M Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of O&M Contractor, its officers, agents, employees or subcontractors (or any agency or individual that O&M

Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- Indemnity for other than professional liability

- Other than in the performance of professional services and to the full extent permitted by law, O&M Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by O&M Contractor or by any individual or agency for which O&M Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of O&M Contractor.

- Duty to Defend

- In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, O&M Contractor shall have an immediate duty to defend the City at O&M Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

- Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between O&M Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, O&M Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. O&M Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- **INSURANCE**

  - O&M Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

- **INDEPENDENT O&M CONTRACTOR**

- O&M Contractor is and shall at all times remain as to the City a wholly independent O&M Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of O&M Contractor shall at all times be under O&M Contractors exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of O&M Contractor or any of O&M Contractor's officers, employees, or agents, except as set forth in this Agreement. O&M Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. O&M Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

- No employee benefits shall be available to O&M Contractor in connection with the performance of this Agreement. Except for the fees paid to O&M Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to O&M Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to O&M Contractor for injury or sickness arising out of performing services hereunder.

- **LEGAL RESPONSIBILITIES**

  - The O&M Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The O&M Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the O&M Contractor to comply with this Section.

- **UNDUE INFLUENCE**

  - O&M Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from O&M Contractor, or from any officer, employee or agent of O&M Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

- **NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

  - No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any

interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

- **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

  - All information gained by O&M Contractor in performance of this Agreement shall be considered confidential and shall not be released by O&M Contractor without City's prior written authorization. O&M Contractor, its officers, employees, agents, or subO&M Contractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) O&M Contractor shall promptly notify City should O&M Contractor, its officers, employees, agents, or subO&M Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless O&M Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent O&M Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to O&M Contractor in such proceeding, O&M Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by O&M Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

- **NOTICES**

  - Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

    - To City: City of Industry
      - 15625 E. Stafford, Suite 100
      - City of Industry, CA 91744
      - Attention: City Manager

- With a Copy To: James M. Casso, City Attorney
  - P.O. Box 4131
  - West Covina, CA 91791
- To O&M Contractor: INSERT NAME AND ADDRESS

- **ASSIGNMENT**
  - The O&M Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
  - Before retaining or contracting with any subcontractor for any services under this Agreement, O&M Contractor shall provide City with the identity of the proposed sub-contractor, a copy of the proposed written contract between O&M Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.
  - Notwithstanding O&M Contractor's use of any subcontractor, O&M Contractor shall be responsible to the City for the performance of its subcontractor as it would be if O&M Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by O&M Contractor. O&M Contractor shall be solely responsible for payments to any subcontractors. O&M Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

- **GOVERNING LAW/ATTORNEYS' FEES**
  - The City and O&M Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by O&M Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and O&M Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

- **ENTIRE AGREEMENT**
  - This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
- **SEVERABILITY**
  - If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- **COUNTERPARTS**
  - This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- **CAPTIONS**
- The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.
- **WAIVER**
- The waiver by City or O&M Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or O&M Contractor unless in writing.
- **REMEDIES**

- Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

- **AUTHORITY TO EXECUTE THIS AGREEMENT**
    - The person or persons executing this Agreement on behalf of O&M Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the O&M Contractor and has the authority to bind O&M Contractor to the performance of its obligations hereunder.

- IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"	**"O&M CONTRACTOR"**
City of Industry	INSERT NAME
By:_____	By_____
Paul Philips, City Manager	INSERT NAME

- **Attest:**

- By:_____

- Cecelia Dunlap, Deputy City Clerk

- **Approved as to form:**

- By:_____

- James M. Casso, City Attorney

- Attachments: Exhibit A Scope of Services
  - Exhibit B Rate Schedule
  - Exhibit C Insurance Requirements

- EXHIBIT A

- SCOPE OF SERVICES

- The City seeks an O&M Contractor to have full O&M responsibility for the Facility: to provide 24/7 monitoring and coordinate and dispatch vendors subcontracted for security, landscaping and CAISO communication functions ("24/7 Dispatcher"); and to perform all Facility O&M including response services, corrective maintenance, preventative maintenance, warranty compliance and technical support, as necessary to ensure reliable, optimized operations. The O&M Contractor will also be required to perform some modest forecasting and reporting tasks.
    - Monitoring, Coordination & Dispatching (24/7 Dispatcher)
- O&M Contractor shall have on-call service 24/7 and be able to provide onsite response within 24 hours of notification. Notification could be from the City, but primarily from Power Viewer web based solar monitoring system that triggers alarms and presents Facility data in near real-time. O&M Contractor responsible to:
- Acknowledge, assess severity and nature of alarm (i.e. false positive, restore service or repair as required, etc.) and prioritize ("Alert Triage").
- Determine if performance is outside range of acceptable parameters.
- Determine required action: clear alarm, dispatch O&M personnel to troubleshoot or inform City & City's subcontracted service providers of required action.
- Dispatching of City-Hired Vendors
- O&M Contractor shall monitor, inform the City and its vendors, coordinate and dispatch required services for subcontracted services including, but not limited to:
- EV & PV Switchgear: All alarms, corrective and preventative maintenance to be coordinate with the City and Snowden. O&M to be provided by Snowden.
- CAISO Meter: All alarms or loss of meter read to be coordinated with City, CAISO and TriMark. Troubleshooting could involve AT&T, Verizon and other vendors. O&M to be provided by Applied Metering Technologies (AMT).
- Network Facilities: All network cabling issues to be coordinated with City and City cabling contractor.
- DAS/RIG: Contact and coordinate with City and TriMark for response to:
- CAISO and metering reported problems or issues.
- Alarms or loss of communication from DAS, RIG, networking or communication equipment.
- Loss of access to Power Viewer solar monitoring system.
- Monitor wireless security system alarms. Communicate and coordinate with Tattletale customer service center for wireless system alarms.
- Monitor cameras for proper function. Install software (from City) on computer at Dispatcher's call center to remotely view security cameras. Coordinate with City.
- Primary communication coordinator for:
    - On-site security reporting of suspicious activities or facility concerns.

- Issues related to vegetation that may impact solar generation or other O&M functions. Notify City to dispatch Municipal Maintenance Contractor.

- 3.2 Troubleshooting and Service Response
- If alarms or performance outside of acceptable parameters indicate the need for onsite operations, O&M Contractor shall visit the site within 24 hours to Troubleshoot the Facility and determine whether a service or repair operation is needed to restore system performance. For equipment not included in the O&M Contractors Work Scope, the City-hired vendor must be contacted within 4 hours and dispatched within 24 hours to complete Service operations. Service operations refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers. A log of Troubleshooting, Service and Repairs performed at the MetroLink Solar Facility since December 2013 is provided in Appendix 5.

- 3.3 Corrective Maintenance
- Corrective or unscheduled maintenance primarily will involve performing any Service or replacing any Part of the Facility that becomes unfit or unavailable for use and performing the Repair necessary to restore full operation. Appendix 2 provides a list of corrective or reactive maintenance measures that would be expected to be performed to fix problems.

- 3.4 Routine Inspections & Preventative Maintenance
- The O&M Contractor shall establish a routine inspection schedule for the Facility and perform Presentative Maintenance for the solar, interconnection and CAISO metering facilities[1]. O&M Contractor shall perform Preventative Maintenance intended to follow the industry standard for proactive maintenance: (i) to keep Facility equipment in good repair, good operating condition, appearance and working order; (ii) to keep Facility equipment in compliance with the manufacturer's recommendations, warranties and standard practices but in no event less than Prudent Industry Practices, (iii) to properly service all Facility equipment following manufacturer's written operating and servicing procedures. Routine Inspection and Preventative Maintenance provided by the O&M Contractors generally includes the following tasks (detailed in Appendix 1):
- Visual inspection of and reporting damage to carport structures
- Visual inspection for damage or foreign debris for all Facility equipment
- Identification of potential shading and equipment encroachments
- Inspect and verify wire connections for proper torque
- Calibration of Facility equipment per manufacturer specification
- Infrared scan of PV modules and equipment connections

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[1] While included in routine inspection, no preventive maintenance will be performed on electric vehicle (EV) charging and LED lighting facilities.

- Inspect and test fuses and breakers
- Inspect and test sensor equipment, DAS and weather station
- Inspect and maintain disconnects and combiner boxes
- Transformers and associated AC electrical distribution
- Wear & Tear Repairs

- Appendix 1 provides a detailed preliminary list of routine inspection and preventative maintenance tasks. The City seeks input from respondents to finalize the Appendix 1 list to ensure the Facility's O&M plan is based on best industry practices.

- 3.5 Forecasting, Performance Debrief & Reporting
- *PPA & CAISO Forecasting and Scheduling*
- Schedule forecast of Facility hourly electric output using SCE's web-based system (SCE PCI Module) per requirements for forecasting electric energy to be received by SCE. The City will provide initial hourly forecast based on historical generation.
- Schedule any generation outages using SCE PCI Module.
- *Performance Debrief (via telephone)*
- City shall prepare and provide to O&M Contractor quarterly performance report similar to Appendix 6 which O&M Contractor and Owner shall jointly review and assess.

- *Reporting (can be provided electronically to City)*
- Provide documentation of any Troubleshooting, Service or Repair completed during site visit. Documentation of site visit is condition for payment.
- Document observations or findings from routine inspection.
- Document preventative maintenance or testing operation and provide City with brief outline on recommended measures.
- Promptly furnish or cause to be furnished any information as may be required to enable the Owner to respond to CAISO or SCE.

- The additional Scope Of Services are described in Appendices 1,2,3 and 4.

EXHIBIT B

RATE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting O&M Contractor's indemnification of City, and prior to commencement of the Services, O&M Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. O&M Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. O&M Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the O&M Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. O&M Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and O&M Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. O&M Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

O&M Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. O&M Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. O&M Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by O&M Contractor, his agents, representatives, employees or subO&M Contractors.

Primary/noncontributing. Coverage provided by O&M Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event 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 O&M Contractor, or City will withhold amounts sufficient to pay premium from O&M Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow O&M Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. O&M Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). O&M Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform O&M Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the O&M Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the O&M Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. O&M Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insured's under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insured's. A severability of interests provision must apply for all additional insured's ensuring that O&M Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. O&M Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by O&M Contractor, provide the same minimum insurance coverage and endorsements required of O&M Contractor. O&M Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. O&M Contractor agrees that upon request, all agreements with O&M Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the O&M Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the O&M Contractor, the City and O&M Contractor may renegotiate O&M Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. O&M Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from O&M Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. O&M Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Appendix 8: Online of Online MetroLink O&M Manual, As-Built Drawings & Studies

- 1. MetroLink O&M Section 1 - 5
- 2. MetroLink O&M Section 6.1 Warranty Summary
- 3. MetroLink O&M Section 6.3 SMA Inverters - Installation Guide
- 4. MetroLink O&M Section 6.3 SMA Inverters - Maintenance, Users Manual, Disconnect, Other
- 5. MetroLink O&M Section 6.4 Combiner Box Manual and Warranty SunLink
- 6. MetroLink O&M Section 6.5 Solar Panel Warranty Hanwha
- 7. MetroLink O&M Section 6.6 Network Facilities
- 8. MetroLink O&M Section 6.7 Camera Security System
- 9. MetroLink O&M Section 6.8 Parking Pay Station Specs
- 10. MetroLink O&M Section 6.9 EV Charger User Manual AeroVironment
- 11. MetroLink O&M Section 6.10 Comm Shelter Specs, Warranty & AC
- 12. MetroLink O&M Section 6.11 Warranty LED Lights
- 13. MetroLink O&M Section 6.12 Data Sheet CAISO Meter ION8600
- 14. MetroLink O&M Section 6.13 Data Sheet Schweitzer SEL Protection
- 15. MetroLink O&M Section 6.14 SCE Outage Management Users Guide
- 16. MetroLink O&M Section 6.15 Fence Warranty
- 17. MetroLink O&M Section 6.2 Data Aquisition System (DAS), MET
- 18. MetroLink O&M Section 6.2 PowerViewer
- 19. MetroLink O&M Section 7.1 AT&T Agreement
- 20. MetroLink O&M Section 7.2 CAISO Meter Service Agreement
- 21. MetroLink O&M Section 7.3 CAISO Participating Generator Agreement
- 22. MetroLink O&M Section 7.4 TriMark Software Agmnt
- MetroLink Apdx A - 1.a. As Built Electric Trenching & Conduit Plan Greg Electric
- MetroLink Apdx A - 1.b. As Built Electrical PV Drawings Greg Electric
- MetroLink Apdx A - 1.c. As Built Electrical EV Drawings Greg Electric
- MetroLink Apdx A - 1.d. As Built Electrical Lighting Drawings Greg Electric
- MetroLink Apdx A - 2. As Built Structural Drawings WKE
- MetroLink Apdx A - 3. As Built Carport structural purlins
- MetroLink Apdx A - 4. As Built EVC Hanger WKE
- MetroLink Apdx A - 5. As Built EV Switchgear Snowden
- MetroLink Apdx A - 6. As Built PV Switchgear Snowden
- MetroLink Apdx A - 7. As Built Comm Shelter
- MetroLink Apdx A - 8. As Built Irrigation & Planting
- MetroLink Apdx A - 10. As Built Utility Vault & Storm Drain CNC
- MetroLink Apdx A - 12. As Built Gate & IDF Base
- MetroLink Apdx B - Map of String Locations
- MetroLink Apdx C Studies - Arc Flash Report
- MetroLink Apdx C Studies - DC Short Circuit Analysis Report
- MetroLink Apdx C Studies - EV 12 kV Relay Settings
- MetroLink Apdx C Studies - Fault Duty Option Study Result Bus Fault Current
- MetroLink Apdx C Studies - Inverter Noise Study
- MetroLink Apdx C Studies - IV Curve Tests
- MetroLink Apdx C Studies - PV Inverter Commissioning Report

CITY COUNCIL

ITEM NO. 5.4

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering
Arlene Lopez, CNC Engineering

Date: May 3, 2016

SUBJECT: Valley Boulevard Reconstruction with PCC Pavement from Turnbull Road to Hacienda Boulevard (CITY-1421)

The above project was authorized for solicitation of bids on December 10, 2015 for an estimated cost of $4,800,000.00. The Notice Inviting Sealed Bids was advertised in the San Gabriel Valley Tribune on Tuesday, March 15, 2016 and Tuesday, March 22, 2016. It was also submitted for advertisement in Construction Bidboard, Inc., McGraw Hill, Southern California Builders Association, and Builders Notebook trade publications on March 11, 2016.

Eighteen (18) contractors obtained plans and specifications for bidding:

All American Asphalt	Excel Paving Company
R.C. Becker & Sons, Inc.	EBS General Engineering, Inc.
Sully-Miller Contracting Company	Sequel Contractors, Inc.
GMZ Engineering, Inc.	Macro-Z-Technology Company
Mamco, Inc. (Alabbasi)	Future DB International, Inc.
Los Angeles Engineering, Inc.	Powell Construction
Griffith Company	H & H General Contractors
C.A. Rasmussen, Inc.	Interlog HYM Engineering
Pavement Recycling Systems, Inc.	C.S. Legacy Construction, Inc.

Bids were received and opened on April 26, 2016 at 10:00 a.m., in the City Administrative Offices. CNC Engineering has reviewed the bids which appear to be in order and recommends award to the low bidder, Sully-Miller Contracting Company, Brea, CA, in the amount of three million, eight hundred twenty eight thousand, one hundred ninety-one dollars and no cents ($3,828,191.00).

Upon your approval of Sully-Miller Contracting, we shall meet with them to gather the contract documents.

PJP/CC/JN/AL:af

BID RESULTS

CITY OF INDUSTRY
CONTRACT NO. CITY-1421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL ROAD TO HACIENDA BOULEVARD

BID OPENING: April 26, 2016 at 10:00 a.m.
ESTIMATE: $4,800,000.00

BIDDER	BID BOND	TOTAL
Sully-Miller Contracting Company	10%	$3,828,191.00
Griffith Company	10%	$3,899,996.00
H & H General Contractors	10%	$3,980,282.00
Mamco, Inc. (Alabbasi)	10%	$4,164,000.00
GMZ Engineering, Inc.	10%	$4,236,638.00*
All American Asphalt	10%	$4,265,000.00
Los Angeles Engineering, Inc.	10%	$4,755,615.25
Interlog HYM Engineering	10%	$4,932,160.95
Future DB International, Inc.	10%	$5,933,700.82*

* This indicates a corrected bid to rectify mathematical errors.

Shading/Bolding Indicates Items Added or Revised in Addendum No. 4

SECTION C

BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

BIDDER: Sully - Miller Contracting Company

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A - CIVIL WORK					
1.	**Cold mill AC pavement (with or without reinforcing fabric)**	248,475	SF	1.-	248,475.-
2.	Saw cut and remove curb and gutter including base material	3,250	LF	11.50	37,375.-
3.	Saw cut and remove driveway/sidewalk/pedestrian ramp including base material and integrated curb where it exists	5,120	SF	3.75	19,200.-
4.	Saw cut and remove PCC cross gutter including base material	720	SF	6.-	4,320.-
5.	Remove bus pad	4,350	SF	2.75	11,962.50
6.	Remove existing 8" thick PCC pavement (underneath existing AC pavement) see plans for approximate locations	44,300	SF	2.25	99,675.-
7.	Remove and reconstruct 9" PCC pavement on 13" aggregate base (Use No. 4 Epoxied Dowels at 18" O.C.)	**6,000**	SF	16.75	100,500.-
8.	Remove existing stamped concrete in medians	11,130	SF	2.70	30,051.-
9.	Install geogrid tensar Tx7 or approved equal	5,650	SY	6.50	36,725.-

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
10.	Unclassified excavation (export) including aggregate base removal	9,410	CY	37.	348,170.
11.	Over excavation and recompaction of existing soil	10,000	CY	5.75	57,500.
12.	Clearing and grubbing	1	LS		272,050.75
13.	Construct 11.5" Jointed Plain Concrete Pavement (JPCP)	254,400	SF	6.50	1,653,600.
14.	Construct asphalt concrete pavement	740	TON	100.	74,000.
15.	Crushed aggregate base	6,700	CY	32.50	217,750.
16.	Construct 4" PCC sidewalk per City of Industry Standard Plan 115	2,760	SF	6.75	18,630.
17.	Construct curb and gutter including base per City of Industry Standard Plan 112, Type A2-8	800	LF	28.	22,400.
18.	Construct curb and gutter including base per City of Industry Standard Plan 112, Type A3-8	2,320	LF	23.	53,360.
19.	Construct curb and gutter including base per City of Industry Standard Plan 112, Type B3-6	190	LF	30.	5,700.
20.	Construct 8" PCC cross gutter including base per City of Industry Standard 113	750	SF	8.75	6,562.50
21.	Construct driveway including base per City of Industry Standard Plan 114	975	SF	9.75	9,506.25
22.	Construct pedestrian ramp per Caltrans Standard Plan A88A, case per plan including base material per City of Industry Standard Plan 116	2	EA	2,500.	5,000.
23.	Construct pedestrian ramp including base material per City of Industry Standard Plan 116	2	EA	2,700.	5,400.
24.	Construct pedestrian ramp per modified SPPWC Standard Plan 111-5, Case D, Type 2 including base material per City of Industry Standard Plan 116	2	EA	2,900.	5,800.
25.	Reconstruct County Sanitation District manhole frame and cover to finish grade	3	EA	2,500.	7,500.
26.	Adjust storm drain manhole frame and cover to finish grade	5	EA	750.	3,750.
27.	Adjust sewer manhole frame and cover to finish grade	7	EA	750.	5,250.
28.	Construct catch basin local depression per SPPWC Plan 313-3, Case E	1	EA	2,500.	2,500.
29.	Refurbish traffic signal pullbox and cover	8	EA	700.	5,600.

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
30.	24" box Lagerstroemia Fauriei "Muskogee" (Crape Myrtle), including tree well cover	3	EA	950.	2,850.
31.	Restore gate traffic loop detector in kind	1	LS		4,000.
33.	SWPPP preparation and implementation	1	LS		15,000.
34.	Permanent pavement markers, markings, striping, and signage	1	LS		10,000.
				SCHEDULE A SUBTOTAL	3,400,163.
SCHEDULE B – LANDSCAPE AND IRRIGATION					
	SITE WORK				
1.	Demo existing landscape on medians	2,332	SF	2.	4,664.
2.	Soil preparation	2,332	SF	.75	1,749.
3.	Fine grading	2,332	SF	.25	583.
4.	Weed control/abatement	2,332	SF	.25	583.
5.	Tree removal	8	EA	1,000.	8,000.
				SITEWORK SUBTOTAL	15,579.
	HARDSCAPE				
6.	3" thick stabilized D.G. color gold with 4LB/TON natracil stabilizer over weed barrier	22	CY	400.	8,800.
7.	California gold boulders embedded in concrete sizes 18"x24" & 30"x36" - street median	33	EA	325.	10,725.
8.	River rock cobble embedded in concrete	4,914	SF	18.	88,452.
				HARDSCAPE SUBTOTAL	107,977.
	IRRIGATION				
9.	Irrigation	2,332	SF	15.	34,980.
10.	Irrigation controller	1	EA	3,800.	3,800.
				IRRIGATION SUBTOTAL	38,780.
	SOFTSCAPE				
11.	36" box tree	5	EA	970.	4,850.
12.	15' B.T.H. California fan palm	6	EA	1,900.	11,400.

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
13.	5 gallon - shrubs	127	EA	30.	3,810.
14.	15 gallon - shrubs	22	EA	97.	2,134.
15.	90 day maintenance	2,332	SF	1.50	3,498.
				SOFTSCAPE SUBTOTAL	25,692.
				SCHEDULE B SUBTOTAL	188,028

SCHEDULE A – SUBTOTAL	3,400,163.
SCHEDULE B – SUBTOTAL	188,028.
CONTINGENCY	$240,000.00
GRAND TOTAL (INCLUDING CONTINGENCY)	3,828,191.

I hereby certify that on March 10, 2016, Charlie Pessa (Print Name) examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

Sully-Miller Contracting Company
CONTRACTOR NAME

dennis.gansen@sully-miller.com
EMAIL ADDRESS

1000003664
DIR #

Dennis Gansen, Vice-President
PRINT NAME

SIGNATURE

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: example: 1234567890

Contractor Legal Name: Sully-Miller Contracting Company Contractor License Lookup

License Number: 747612

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SULLY-MILLER CONTRACTING COMPANY	1000003664	ORANGE	BREA	06/17/2015	06/30/2016

v2.20150806c

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BIDDER'S INFORMATION SHEET

Receipt of the following addenda is hereby acknowledged. (If none so, state.)

1, 2, 3, 4, 5, 6

RETENTION MONEY OPTION: Please initial one of the following options.

DG 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Paragraph 65, General Provisions.
Initials

____ 2. I will not provide securities in lieu of monies to ensure performance under the contract.
Initials

Sully-Miller Contracting Company
Bidder

135 S. State College Blvd., Suite #400
Mailing Address

Brea, CA 92821
City/State/Zip

(714) 578-9600
Telephone

(714) 578-9672
Fax

Signature

Dennis Gansen
Print Name

Vice-President
Title

747612 Class A, C-31
License No./Class

03/31/18
Expiration Date

Underline one of the following: The Bidder is a (Partnership) (Corporation) (Individual).

The names of all persons, firms or corporations interested in this sealed bid are: (See Section B, Page B-2, Item 4 - Signature of Sealed Bid).

AFFIX CORPORATE SEAL

Sully-Miller Contracting Company

Dennis Gansen, Vice-President

Please see attached Certificate of Incumbency and Resolution

CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

Dennis Gansen, being first duly sworn, deposes and says that
Name

he or she is Vice-President, of Sully-Miller Contracting Company
Title — Name of Firm

747612
License Number

A, C-31
Classification

03/31/18
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

04/26/16
DATE

SIGNATURE
Dennis Gansen, Vice-President

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

Sully-Miller Contracting Company certifies that:
Bidder

The following listed construction trades will be used in the work.

General Contracting, Asphalt Paving, Concrete Grading, Underground Utilities: Watger, Sewers & Storm Drain

Laborers, Operators, Masons

Signature of Authorized
Representative of Bidder
Dennis Gansen, Vice-President

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

CONTRACTOR:
Sully-Miller Contracting Company

BUSINESS ADDRESS:
135 S. State College Blvd., Suite #400
Brea, CA 92821

In submitting this bid for the project:

I, Dennis Gansen, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Brea California, this 26th day of April, 2016.

SIGNATURE
Dennis Gansen, Vice-President

SUBCONTRACTORS LISTING - PAGE 1

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

(See Paragraph 13 - Instructions to Bidders)

1. Name: EBS Utilities Adjusting
   Address: 1320 E 6th St Corona
   Email: ABallin@EBSPvc.US
   Telephone #: 951 279 6869 Fax #: 951 279 9112
   License #: 932798 DIR# 1000004286
   Portion of Work: Adjustments

2. Name: KATO Land Scape
   Address: 18182 Bishard St Fountain Valley CA
   Email:
   Telephone #: 714 963 4615 Fax #: 714 963 6424
   License #: 806122 DIR# 1000060086
   Portion of Work: Land Scape

3. Name: CAL-Stripe
   Address: 2040 E Speel rd Colton CA
   Email: Alippa@CALStripe.com
   Telephone #: 909 884 7120 Fax #: 909 884 7106
   License #: 685387 DIR# 1000001100
   Portion of Work: Striping

SUBCONTRACTORS LISTING - PAGE 1

CITY OF INDUSTRY
PROJECT NO. 421

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD
CONTRACT NO. CITY-1421

(See Paragraph 13 - Instructions to Bidders)

1. Name: CPE

   Address: 929 Otterbein Ave La Puente CA

   Email: Baw@CPEngineering.com

   Telephone #: 626 810 1338 Fax #: 626 810 1322

   License #: ~~54562~~ 793907 DIR# 1000001980

   Portion of Work: Electrical

2. Name: V&E Tree Service

   Address: PO Box 3280 Orange

   Email: John@VETreeService.com

   Telephone #: 714 997 0903 Fax #: 714 637 4070

   License #: 654506 DIR# 1000001936

   Portion of Work: Tree Removals

3. Name:

   Address:

   Email:

   Telephone #: Fax #:

   License #: DIR#

   Portion of Work:

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 747612

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/26/2016 12:15:31 PM

Business Information

SULLY - MILLER CONTRACTING COMPANY
135 SOUTH STATE COLLEGE BLVD
SUITE 400
BREA, CA 92821
Business Phone Number:(714) 578-9600

Entity Corporation
Issue Date 03/30/1998
Expire Date **03/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.
Bond Number: 014012431
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **014049819** for DAVID LEROY MARTINEZ in the amount of **$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: 05/01/2010
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the LIBERTY INSURANCE CORPORATION
Policy Number:WC7631004125656
Effective Date: 04/01/2016
Expire Date: 04/01/2017
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CITY COUNCIL

ITEM NO. 5.5

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clem Calvillo, City Engineer, CNC Engineering
Josh Nelson, Deputy City Engineer, CNC Engineering
Gerardo Perez, CNC Engineering

Date: May 10, 2016

Subject: Approve Change Orders for the Emergency Follows Camp Facilities Maintenance and Repair Project, Contract No. CITY-1426, Emergency Creek and Roadway Repairs at 23400 E. Fork Road, Accept the Work Performed by H&H General Contractors, Inc., for the amount of $223,600, and Authorize the City Clerk to file a Notice of Completion

---

On December 10, 2015, the City Council adopted Resolution 2015-45 for the Follows Camp Facilities Maintenance and Repairs Project, which authorized the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions without competitive bidding. A contract was executed by the City and H&H General Contractors to perform this work in the amount of $332,750.00 and was implemented as Contract No. CITY-1426, Emergency Creek and Roadway Repairs at 23400 E. Fork Road.

On January 14, 2016, the City Council adopted Resolution 2016-03 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On January 28, 2016, the City Council adopted Resolution 2016-08 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On February 11, 2016, the City Council adopted Resolution 2016-12 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On February 23, 2016, the City Council adopted Resolution 2016-14 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On March 10, 2016, the City Council adopted Resolution 2016-15 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On March 24, 2016, the City Council adopted Resolution 2016-19 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On April 14, 2016, the City Council adopted Resolution2016-20 for the Follows Camp Facilities Maintenance and Repairs Project confirming the continued existence of an emergency condition at the Follows Camp property and declaring that the public interest and necessity require certain work to be performed without competitive bidding pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code.

On April 28, 2016, the City Council adopted Resolution CC 2016-25 terminating the continued existence of an emergency condition for Follows Camp Facilities Maintenance and Repair project.

As of March 31, 2016, the City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 1: Bid Quantity Adjustments for Bid Items Nos. 5, 6, 8 and 9. This change order credits bid items not performed in the amount of $164,500.00.The change in contract cost due to Change Order No. 1 is a decrease of $164,250.

- Change Order No. 2: Close-Out Change Order.
  Additional work was necessary to close out the project and it consisted of a second mobilization and de-mobilization and additional grading work discussed at the site with the Contractor on March 30, 2016The change in contract cost due to Change Order No. 2 is an increase of $55,100.

Table 1 - Summary of Project Costs

Contract	$332,750
Change Order No. 1 - Bid Quantities Credited	($164,250)
Change Order No 2. – Extra Work	$55,100
Total Project Cost	**$223,600**

The final contract amount with the two change orders total $223,600.00. A cost savings of $109,150 from the original project estimate.

On March 30, 2016, CNC Engineering, CASC Engineering & Consulting, Inc., and Sage Environmental have inspected the site and find all work complete. The United States Army Corp of Engineers, Permit No. SPL-2015-00833-TWJ, have accepted the Certificate of Compliance executed by the City Manager on March 22, 2016. The Department of Fish and Wildlife, Notification No. 1600-2016-0019-R5, have filed a Notice of Closure of Lake or Streambed Alteration Notification dated March 7, 2016. A 401 Notification Application was submitted to the California Regional Water Quality Control Board on December 22, 2015. A permit from the Los Angeles County Department of Public Works was not required.

Staff recommends City Council approve Change Order Nos. 1 and 2, authorize the City Manager or his designee to execute the approved change orders, accept the work performed by H&H General Contractors, Inc., in the amount of $223,600, and authorize the City Clerk to file a Notice of Completion.

EXHIBITS:

A. Change Order Nos. 1 and 2
B. Notice of Completion

CITY OF INDUSTRY
15625 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 1

Project Emergency Creek and Roadway Repairs at 23400 E. Fork Road **Contract No.** CITY-1426 **Date** 5/10/2016

Type Project Creek and Roadway Repair **Contractor** H & H General Contractors, Inc.

Location City of Industry

Explanation:

Bid Quantity Adjustments

Extra Work by: X Contract Items ____ Negotiated ____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTALS ($) +	-
5	Import from Stockpile	-1700	CY	$21.00	$ (35,700.00)	
6	Overexcavation and recompaction	-1530	CY	$55.00	$ (84,150.00)	
8	Drying silt removed from the creek	-1500	CY	$16.00	$ (24,000.00)	
9	Subdrain alternate B per soils report	-600	LF	$34.00	$ (20,400.00)	
					$ -	
				TOTAL COST	**($164,250.00)**	

T & M SUMMARY

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	

CHANGE ORDER SUMMARY		% of Contract Amount			
Original Contract Amount	$332,750.00		Other Additive		
Total Previous Change Orders		0.00%	Total T & M		
Total Change Orders	$ (164,250.00)	-49%	**Pay This CHANGE ORDER**	**$ (164,250.00)**	-49.36%

Authorized by_____ Additional Working Days _____

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative 4/26/16 Date

Gerardo Perez, Project Manager 4-27/16 Date

Paul J. Philips, City Manager 4.26.16 Date

Clement N. Calvillo, City Engineer Date

C.O. # 1

CITY OF INDUSTRY

15625 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 2

Project Emergency Creek and Roadway Repairs at 23400 E. Fork Road **Contract No.** CITY-1426 **Date** 5/10/2016

Type Project Creek and Roadway Repair **Contractor** H & H General Contractors, Inc.

Location City of Industry

Explanation:

Close Out Change Order

Extra Work by: _____ Contract Items X Negotiated _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Remobilization and demobilization including extended overhead cost	LUMP SUM	$18,600.00	$18,600.00	
2	Grade earth berm in lieu of sandbag berm & hydromulch slopes	LUMP SUM	$36,500.00	$36,500.00	
			TOTAL COST	**$55,100.00**	

T & M SUMMARY

*Labor Cost	+ 20%	Total Labor
*Equipment Cost	+ 15%	Total Equipment
*Material Cost	+ 15%	Total Materials
(*Attach breakdown of labor, equipment and materials)		Sub-Total

CHANGE ORDER SUMMARY			% of Contract Amount		
Original Contract Amount		$332,750.00		Other Additive	
Total Previous Change Orders	$	(164,250.00)	-49%	Total T & M	
Total Change Orders	$	(109,150.00)	-33%	**Pay This CHANGE ORDER**	**$ 55,100.00** 16.56%

Authorized by _____ Additional Working Days _____

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

4/26/16
Contractor Representative Date

4.27.16
Gerardo Perez, Project Manager Date

Paul J. Philips, City Manager Date 4.26.16

Clement N. Calvillo, City Engineer Date

C.O. # 2

H&H GENERAL CONTRACTORS, INC.
P.O. BOX 536 * HIGHLAND, CA 92346-0536
Ph (909) 425-3907 Fax (909) 425-3910
monica@hhgcinc.com
General Contractors – License #774552

****Revised breakdown per your request****

March 31, 2016

City of Industry
CNC Engineering
P.O. Box 3366
City of Industry, CA 91744
Attention: City Engineer

Re: Emergency Creek and Roadway Repairs at 23400 E. Fork Road

The following are H&H General Contractors, Inc. costs to complete the work, as discussed at our onsite meeting on March 30th, 2016.

1. Remobilization & Demobilization, this cost also includes any extended overhead cost delays, toilets, Equipment stand by time.

Trucking of equipment, etc.	
Remobilization Equipment in	$3,800.00
Demobilization Equipment out	$3,800.00
Equipment Standby	$3,200.00
Rental Standby Equipment	$1,800.00
Cost Delays & Profit	$6,000.00
Total:	1 L.S. $18,600.00

2. Cost to complete all grading work as discussed onsite.
   Grade entrance area to drain away from bridge
   Install rock swale before bridge, filter fabric & rock
   Knock down dirt piles & grade area to have positive flow
   Remove sand bags at entrance & reinstall after swale is placed
   Remove sand bags going across road going up the mountain.
   Replace with dirt berms
   Set straw waddle around dirt stock pile
   Spray all exposed dirt areas, areas discussed on site, with bonded fiber matrix.

All materials used will be from onsite materials, excluding the filter fabric

Labor	$13,600.00
Equipment	$13,600.00
Materials	$1,800.00
Profit/Overhead	$7,500.00
	1 L.S. $36,500.00

3. No extra cost for SWPPP
   Original Item will be billed to 100%

Also the following Items will be billed to 100% from the original contract

Item 1 Mobilization

Item 2 Clear & Grubbing

Item 3 Implementation of SWPPP

H&H General Contractors, Inc. is scheduling to complete this work on or about 4/5/16, next week. Please let us know if there are any issues or questions. We are also scheduling the Fiber Matrix to be applied on 4/8/16

Sincerely,

Juan Olvera

CITY OF INDUSTRY

- ☐ Civic Recreational-Industrial Authority
- ☐ City of Industry Waterworks System
- ☐ Industry Urban-Development Agency
- ☐ Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project Emergency Creek and Roadway Repairs at 23400 E. Fork Road

Date: May 10, 2016

Contract Contract No. CITY-1426 MP 11-09

Contractor H & H General Contractors, Inc.

As a result of an inspection conducted on 3/30/2016, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

	Printed Name	Signature	Title	Date
Accepted by Contractor	Juan Olvera		Prod. Engineer	4/26/16
Recommended by Project Engineer	Joshua Nelson		Project Engineer	4/26/16
Recommended by Project Inspector	Shaun Malganji		Project Inspector	4/26/16
Recommended by Project Manager	Gerardo Perez		Project Manager	4.27.16
Recommend by Public Agency	Clem Calvillo		City Engineer	4.26.16
Recommend by Public Agency	Alex Gonzalez		Director of Development Services & Administration	4/29/16
Approved by Public Agency	Paul J. Philips		City Manager	

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing Address	15625 East Stafford Street Attention: Clement N. Calvillo
City	City of Industry
State, Zip	California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CITY-1426, Emergency Creek and Roadway Repairs at 23400 E. Fork Road, City of Industry, CA 91744, County of Los Angeles,** for the undersigned agency and said work was accepted as complete on **5/10/2016.** The contractor on said job was **H & H General Contractors, Inc P.O. Box 536 Highland, CA 92346.**

This Notice of Completion is being recorded on behalf of the **Owner, CITY OF INDUSTRY**, a Public Agency.

City of Industry

By_____

Clement N. Calvillo, City Engineer

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)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the City Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

_____

Clement N. Calvillo, City Engineer

Subscribed and sworn to (or affirmed) before me on this 10th day of May 2016, by Clement N. Calvillo, City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

_____

(Notary Signature) (Seal)

CITY COUNCIL

ITEM NO. 5.6

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Alex Gonzalez, Director of Development Services and Administration

Date: May 10, 2016

SUBJECT: Consideration of a License Agreement with the Orange County Fire Authority, the California Department of Forestry and Fire Protection, Chino Valley Fire District, County of Los Angeles, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of Orange and City of West Covina for Access to Assessor's Parcel No. 8714-026-271 located at 19001 Tonner Canyon Road to Conduct a Simulated Response to a Vegetation Fire Associated with the Annual "SOLAR" Exercise to be held May 18 - 20, 2016

The City of Industry has allowed fire training exercises to be held in Tonner Canyon, Assessor Parcel No. 8714-026-271 since 2009 on an annual basis as part of the San Bernardino, Orange, Los Angeles and Riverside Counties ("SOLAR") Communications Plan. Participating agencies this year include the Orange County Fire Authority, California Department of Forestry and Fire Protection, Chino Valley Fire District, Los Angeles County Fire Department, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of Orange and City of West Covina. The area where the "SOLAR" counties converge has a long history of fire activity. The exercise will provide training on command and control of a simulated vegetation fire, communicating and working with other responding agencies, an opportunity to practice tactics involved in fighting a vegetation fire and familiarization with the Tonner Canyon area. All operations will be conducted with a minimal trace left behind and with sensitivity to the adjacent areas. Since this is a simulated fire exercise, no fires will be set in Tonner Canyon.

Staff recommends that the License Agreement be approved so that the exercise scheduled for May 18-20, 2016 can be performed. The training exercises will be concluded by 1:00 pm each day.

Exhibits

A. Letter from the Orange County Fire Authority to the City of Industry requesting use of Tonner Canyon for the "SOLAR" exercise dated April 26, 2016
B. License Agreement with the Orange County Fire Authority, the California Department of Forestry and Fire Protection, Chino Valley Fire District, County of Los Angeles, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of Orange and City of West Covina dated May 10, 2016

PJP:AG:kw

EXHIBIT A

Letter from the Orange County Fire Authority to the City of Industry requesting use of Tonner Canyon for the SOLAR exercise dated April 26, 2016

[Attached]

ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Jeff Bowman, Fire Chief **(714) 573-6000** **www.ocfa.org**

April 26, 2016

Paul Phillips, City Manager
City of Industry
15625 E. Stafford Street
City of Industry, CA 91744

Dear Mr. Phillips:

The area where the San Bernardino, Orange, Los Angeles and Riverside Counties converge upon each other has a long history of fire activity. This area poses significant complications to fire suppression activities because of the multiple agencies that respond reported vegetation fires. One of the biggest complications encountered by responding agencies to multi-jurisdictional incidents is that of communications. The SOLAR Communications Plan (San Bernardino, Orange, Los Angeles and Riverside) was created out of the recognition of this complication. Since approximately 2009, to test and enhance the communications plan, the agencies that respond to a vegetation fire in the SOLAR area have participated in an annual simulated vegetation fire in the Tonner Canyon area. This annual exercise has been made possible with the gracious permission granted by the City of Industry. Benefits to the participating agencies include command and control of a simulated fire, opportunities to practice tactics involved in fighting a vegetation fire, working with other responding agencies which allows for familiarization with personnel and differing operations, familiarization with the Tonner Canyon area and perhaps most importantly, to get familiar with the communications plan that will be in a multi-jurisdictional incident. The Tonner Canyon area is, and has been, an ideal location for this annual exercise.

The exercise planned for 2016 will be consistent with each exercise that has occurred previously. The exercise will be held from May 18 – 20 and will be concluded by 1 PM each day. There will be six areas, or divisions, used for participating fire companies, each area is on a pre-existing road or previously used footpath. Operations on each division will be commanded by chief officers and will include laying fire hose, removing vegetation along the existing path, communicating with aerial operations and supporting the operations logistically. The operations on each division will be consistent with years past utilizing a minimal amount of water, removing only vegetation in small amounts as to preserve nature and maintain canyon aesthetics. Consistent with years past, all operations will be conducted with a minimal trace left and with sensitivity to the adjacent surrounding areas.

With your permission, the 2016 SOLAR Exercise will be conducted in Tonner Canyon. Please feel free to contact me with any questions you may have.

Sincerely,
Brad Phoenix
Battalion Chief, Orange County Fire Authority
BradPhoenix@Ocfa.org

EXHIBIT B

License Agreement with Orange County Fire Authority, the California Department of Forestry and Fire Protection, Chino Valley Fire District, County of Los Angeles, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of Orange and City of West Covina dated May 10, 2016

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated May 10, 2016, ("**Effective Date**") is entered into by and between the City of Industry, a public body, corporate and politic ("**Licensor/Agency**"), and the Orange County Fire Authority, the California Department of Forestry and Fire Protection, Chino Valley Fire District, County of Los Angeles, City of Anaheim, City of Corona, City of Fullerton, City of Garden Grove, City of Orange, City of West Covina, public agencies ("**Licensees**") (Licensor and Licensees are individually referred to as "Party" and collectively referred to as the "**Parties**").

RECITALS

WHEREAS, the City is the owner of certain property located at Tonner Canyon, 19001 Tonner Canyon Road, Brea, CA 92821-2604 and Licensees desire to enter the portion of the property generally described as a lot, **Assessor's Parcel No. 8714-026-271**, as set forth in Exhibit A, attached hereto and incorporated herein by reference ("Premises").

WHEREAS, Licensees desire to enter the Premises to conduct a simulated response to a vegetation fire; and

WHEREAS, Licensees acknowledge that Licensees are entering onto the Premises at their sole risk and expense, and Licensor does not have any liability to Licensees under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensees a non-exclusive license (the "**License**") granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use the Premises to conduct a simulated response to a vegetation fire ("**Permitted Use**"); provided, that Licensees' use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensees shall, provide to Licensor proof of insurance as set forth in Section 6 of this Agreement. Licensees shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "**Representatives**") of Licensees to enter or use the Premises during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of the Permitted Use.

2. Permitted Use. The Permitted Use is hereby defined to include conducting a simulated response to a vegetation fire, including, the laying of fire hose, removal of vegetation along an existing path, communicating with aerial operations and supporting the operations logistically. Licensees shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

3. Maintenance of Premises. Upon termination of the License, Licensees shall repair any damage done to the Premises by Licensee or their duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement, with the exception of the restoration of the vegetation that was removed.

4. Government Regulations and Other Obligations of Licensees. As a condition precedent to commencement of the Permitted Use, if required, Licensees shall obtain at their sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("**Permits**") by any and all governmental authorities having jurisdiction over the Premises for Licensees' exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensees and to support any and all applications or request for said Permits submitted by Licensees or on Licensees' behalf. Licensees shall, in all activities undertaken pursuant to this Agreement, comply and cause their Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

5. Liens.

5.1 Licensees shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensees shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensees fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensees' use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensees so stating.

5.2 If Licensees desire to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensees shall notify Licensor of Licensees' intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensees shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

6. Insurance.

Prior to entering the Premises and until the termination of this Agreement, Licensees shall maintain at their sole expense insurance limits as stipulated in this section.

(a) Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensees have no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and

Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The Licensor and City Representatives, (as defined in Section 7, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensees' use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensees' insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this Agreement, the Licensees' insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensees' insurance and shall not contribute with it.

3. Contractors and Subcontractors

Licensees shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensees shall ensure that Licensor/ City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation

Licensees hereby grant to City a waiver of any right to subrogation which any insurer of said Licensees may acquire against the City by virtue of the payment of any loss under such insurance. Licensees agree to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensees to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. Deductibles

All such insurance shall have deductibility limits of not greater than $50,000.00 unless otherwise

approved by the City.

9. Verification of Coverage
Licensees shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensees' obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

10. Occurrence Basis Coverage
All policies shall be written on an occurrence basis unless otherwise approved by the City.

7. Indemnification. From and after the execution of this Agreement, Licensees hereby agree to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and board members of the City collectively, the "City Representatives", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensees, their agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. Licensees' obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities.

8. Term, Termination and Remedies. The License shall commence on May 18, 2016, and shall automatically terminate at 5:00 p.m. on May 20, 2016. In addition, if Licensees shall be in breach of any of their obligations under this Agreement, Licensor shall have the right to terminate this Agreement. Licensees acknowledge that this License is solely a license, and that Licensees have no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensees shall promptly vacate the Premises and comply with the provisions of Section 3 above. No termination or expiration of this License shall relieve Licensees of their obligations hereunder.

9. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to inspect the premises, to inspect Licensees' use of the Premises, and for any other purpose, at any time

10. Assignability. This License cannot be assigned by Licensees whether voluntarily or by operation of law, and Licensees shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

11. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensees from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, agency or other authority before which such

suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

12. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:

Paul Philips
City Manager
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Tel: (626) 333-2211
paul@cityofindustry.org

With a Copy to:

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Tel (626) 269-2980
jcasso@cassosparks.com

Licensees:

Orange County Fire Authority
Attn: Fire Chief Jeff Bowman
1 Fire Authority Road
Irvine, CA 92602
Tel (714) 573-6000
JeffBowman@ocfa.org

California Department of Forestry and Fire Protection Riverside
Attn: Fire Chief John R. Hawkins
210 W. San Jacinto Avenue
Perris, CA 92570
Tel (951) 940-6900
John.Hawkins@fire.ca.gov

California Department of Forestry and Fire Protection San Bernardino
Attn: Fire Chief Darren Feldman
3800 North Sierra Way
San Bernardino, CA 92405
Tel (909) 881-6900
Darren.Feldman@fire.ca.gov

Chino Valley Fire District
Attn: Fire Chief Tim Shackelford
14011 City Center Drive
Chino Hills, CA 91709
Tel (909) 902-5260
tschackelford@chofire.org

Los Angeles County Fire Department
Attn: Asst. Fire Chief Jim Robinson
590 South Park Avenue
Pomona, CA 91766
Tel (909) 620-2003
Jim.Robinson@fire.lacounty.gov

City of Anaheim
Attn: Fire Chief Randy Bruegman
Anaheim West Tower
201 S. Anaheim Boulevard, Suite 300
Anaheim, CA 92805
Tel (714) 765-4000
rbruegman@anaheim.net

City of Corona
Attn: Fire Chief David Duffy
400 S. Vicentia Avenue
Corona, CA 92882
Tel (951) 736-2220
david.duffy@discovercorona.com

City of Fullerton
Attn: Fire Chief Wolfgang Knabe
303 W. Commonwealth Avenue
Fullerton, CA 92832
Tel (714) 738-6300
WKnabe@fullertonfire.org

City of Garden Grove
Attn: Fire Chief Tom Schultz
11222 Acacia Parkway
Garden Grove, CA 92840
Tel (714) 741-5000
toms@ci.garden-grove.ca.us

City of Orange
Attn: Fire Chief Jack L. Thomas
176 South Grand Street
Orange, CA 92866
Tel (714) 288-2500
jthomas@cityoforange.com

City of West Covina
Attn: Fire Chief Larry Whithorn
1444 West Garvey Avenue South
West Covina, CA 91790
Tel (626) 939-8400
larry.whithorn@westcovina.org

13. No Liability of Licensor. Licensees and Licensor acknowledge and agree that Licensees are entering into the Premises at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensees' successors and assigns including any Mortgagee.

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensees hereunder to remove liens and Licensees' obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensees further waive and release any right they may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensees. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensees' prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

"LICENSOR"

CITY OF INDUSTRY

By: _____
Paul Philips, City Manager

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, City Attorney

"LICENSEES"

ORANGE COUNTY FIRE AUTHORITY

By:_____

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION RIVERSIDE

By:_____

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION SAN BERNARDINO

By:_____

COUNTY OF LOS ANGELES

By:_____

CHINO VALLEY FIRE DISTRICT

By:_____

CITY OF ANAHEIM

By:_____

CITY OF CORONA

By:_____

CITY OF FULLERTON

By:_____

CITY OF GARDEN GROVE

By:_____

CITY OF ORANGE

By:_____

CITY OF WEST COVINA

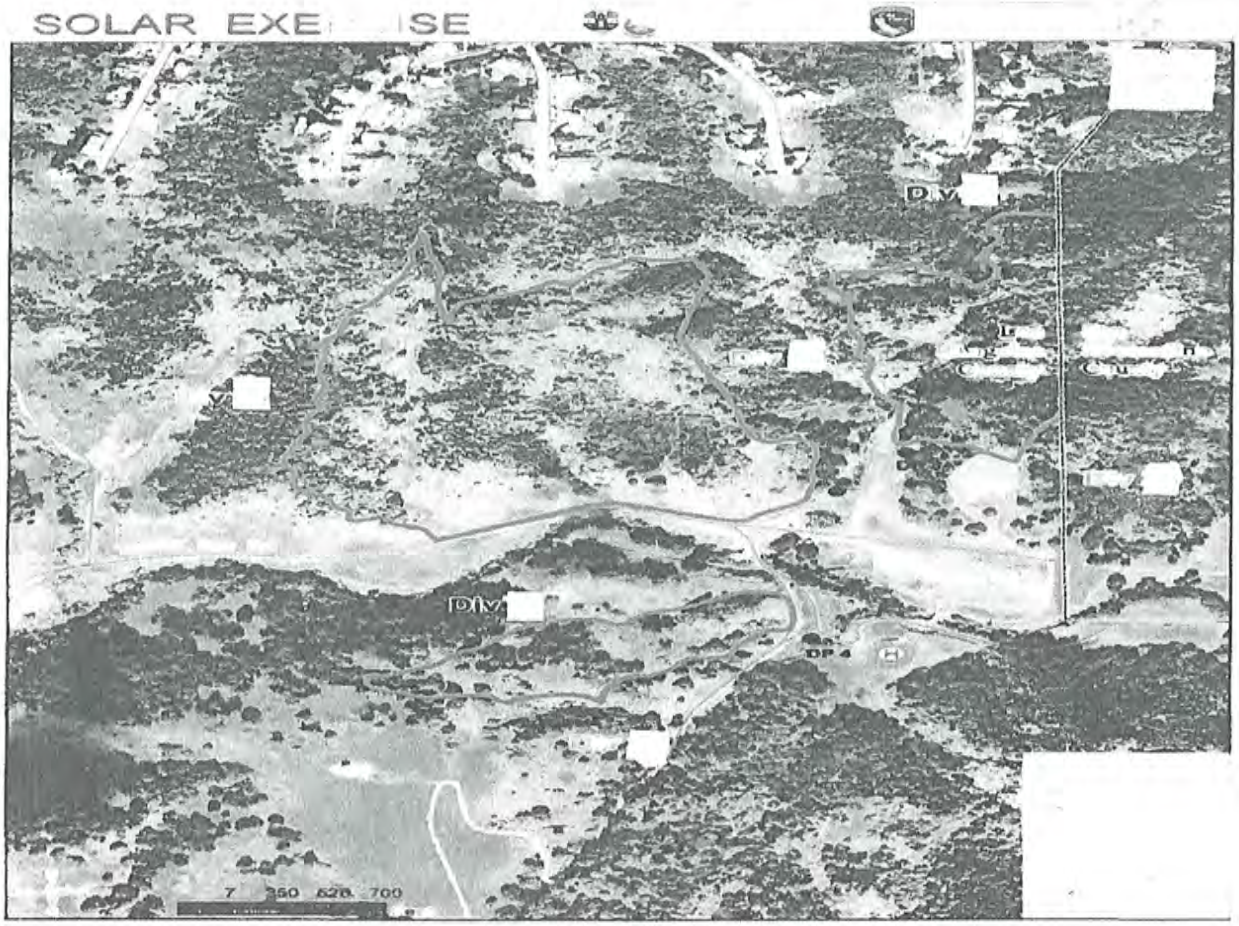
By:_____

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) no. 8714-026-271 located at Tonner Canyon, 19001 Tonner Canyon Road, Brea, CA 92821-2604. Participating units will drive only on the Tonner Canyon Road while entering and existing the canyon area. The area identified in the map below by defining red lines identifies the area of the Premises, where the Permitted Use shall occur.

Location Map – 19001 Tonner Canyon Road



CITY COUNCIL

ITEM NO. 5.7

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

DATE: May 10, 2016

SUBJECT: Investment Management Services

At the February 11, 2016 City Council Meeting, the Council approved a Professional Services Agreement with Advantus Capital Management, Inc., to provide Investment Management and Advisory Services to the City. Attached please find Amendment No. 1 to the Professional Services Agreement which clarifies constraints within the original Agreement.

IT IS RECOMMENDED that the City Council approve the Amendment to the Agreement.

P.O. Box 3366, City of Industry, California 91744-0366 • Administrative Offices: 15625 E. Stafford St. • (626) 333-2211 • Fax (626) 961-6795

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH ADVANTUS CAPITAL MANAGEMENT, INC.

This Amendment No. 1 to the Professional Services Agreement ("Agreement"), is made and entered into this 10th day of May, 2016, by and between the City of Industry, a California municipal corporation ("City") and Advantus Capital Management, Inc., a Minnesota Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 11, 2016, the Agreement was entered into and executed between the City and Consultant for investment adviser services; and

WHEREAS, the Parties desire to amend the scope of services to provide stricter limits on the type of investments to be made, therefore it is necessary to amend Exhibit A, the Scope of Services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

EXHIBIT A, SCOPE OF SERVICES:
Exhibit A is hereby amended in its entirety, as set forth in the new Exhibit A, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Paul J. Philips, City Manager

"CONSULTANT"
ADVANTUS CAPITAL MANAGEMENT, INC.

By: _____
Jane M. Wyatt, Vice-President

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide investment adviser and manager services to the City. As part of its Services, Consultant shall provide the following:

A. Consultant shall furnish continuous advice and management as to the investment of the aggregate amount of contributions made by the City of funds to be managed ("Assets"). Said advice and management shall be based on Consultant's understanding of the investment requirements of the City, and in accordance with the investment policy attached hereto as Exhibit D and incorporated herein by reference ("Investment Guidelines"). City shall provide Consultant with any revised Investment Guidelines it may adopt from time to time.

B. Notwithstanding the provisions of Section A, in addition to the Investment Guidelines, Consultant shall comply with the following investment practices:

Eligible Investments

For the specific mandate, Consultant is authorized to purchase the following instruments:

- U.S. Treasury and governmental agency issues with a maximum maturity of five (5) years
- U.S. governmental agency mortgage-backed securities, backed by 15-year mortgage pools
- Commercial paper rated A1/P1 or better, purchase only direct obligations

Other Guidelines

- The target allocation shall be as follows:
  - Seventy Percent (70%) 1-5 year Treasury/governmental agency (no maximum allocation for Treasury or governmental agency securities)
  - Thirty Percent (30%) 15-year governmental agency mortgage-backed securities (maximum allocation Fifty Percent (50%))

Performance Measurement

Portfolio return shall be reported at the end of each calendar quarter and will be measured against the custom benchmark replicating the target allocation listed above.

Seventy Percent (70%) Barclays 1-5 year Treasury/Governmental Agency benchmark

Thirty Percent (30%) Barclays 15 year Governmental Agency Mortgage-backed benchmark

C. Consultant shall, upon execution of this Agreement, and at least quarterly thereafter, interview the City regarding the City's financial situation and investment requirements.
D. Consultant shall at least monthly, provide the City with a statement of the status of its account.
E. Consultant shall, during normal City business hours, be available to the City for consultation regarding the administration of Client's account and financial situation or investment needs.
F. Consultant shall have the power and authority to supervise and direct the investment of the Assets, making and implementing investment decisions in accordance with the objectives and subject to the written limitations as set forth in the Investment Guidelines, and the requirements set forth in Section B, herein.
G. Consultant may aggregate trades placed on behalf of City with trades placed on behalf of Consultant's other clients.

City shall:

A. Establish a separate custody account which will contain only the Assets which will be managed by Consultant, with a custodian selected by City. Under no circumstances shall any Assets be held in custody by Consultant.
B. City shall provide Consultant with electronic access to the separate custodial account. Consultant shall conduct daily transaction reconciliations of the custodial account.
C. City shall supply Consultant with all contact information for the custodial account, and shall inform Consultant in the event there is a change in custodian.
D. City is responsible for class action monitoring and filing.

EXHIBIT D

CITY OF INDUSTRY

Incorporated June 18, 1957

January 1, 2016

STATEMENT OF INVESTMENT POLICY

Effective this date, the following is the Investment Policy of the Treasurer of the City of Industry for all future investments.

Monies in the treasury not required for the immediate necessities of the City of Industry may be invested in the following investments as authorized and more fully described in Section 53601 and Section 53635 of the California Government Code:

a. Securities of the U.S. Government, or its agencies

b. Inactive public deposits; non-negotiable and/or non-transferable certificates of deposits

c. Bankers acceptances

d. Commercial paper

e. Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)

f. Passbook savings account demand deposits

g. Repurchase agreements

h. Los Angeles County Investment Pool (Calif. Gov. Code Section 53684)

P.O. Box 3366, City of Industry, California 91744-0366 • Administrative Offices: 15625 E. Stafford St. • (626) 333-2211 • Fax (626) 961-6795

January 1, 2016

i. It is the City's policy <u>not</u> to utilize reverse repurchase agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse repurchase agreements shall be permitted if they are assets of the Local Agency Investment Fund).

Phyllis Tucker, City Treasurer
City of Industry

CITY COUNCIL

ITEM NO. 5.8

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

DATE: May 10, 2016

SUBJECT: Report from the City of La Puente Asking for Assistance with their 2016 Independence Day Celebration

Attached please find the April 12, 2016 correspondence from the City of La Puente

IT IS RECOMMENDED that the City Council approve this request and direct staff to coordinate payment with the City of La Puente staff.

P.O. Box 3366, City of Industry, California 91744-0366 • Administrative Offices: 15625 E. Stafford St. • (626) 333-2211 • Fax (626) 961-6795

City of La Puente
15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 www.lapuente.org

April 12, 2016

City of Industry
Mr. Paul Philips, City Manager
C/o: Diane Schlichting
15625 East Stafford Street, Suite 100
Industry, CA 91744

RE: Contribution to the 2016 Independence Day Celebration

Dear Mr. Philips:

The City of La Puente is hosting its Annual Fortunato Jimenez Independence Day Celebration on Sunday, July 3, 2016, at La Puente Park. This is a free community event that brings approximately twenty thousand (20,000) spectators to La Puente Park to enjoy free entrainment, activities, food and a fifteen (15) minute fire work show. This beloved community event is not only enjoyed by the residents of La Puente, but by residents of surrounding cities.

The City of La Puente has appreciated the assistance that the City of Industry has historically offered; the City of Industry has generously contributed to this event since 2012. This year we are seeking to continue our partnership with the City of Industry by requesting an increase of your support to $30,000. In return, the City of Industry will receive recognition at the event and in all promotional materials leading up to the event.

We are very appreciative of your commitment to our community and our events. Should you need any additional information, please contact the Director of Recreation Services, Roxanne Lerma at (626) 855-1534. Thank you for your continued support.

Sincerely,

David Carmany
City Manager

CITY COUNCIL

ITEM NO. 5.9

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

DATE: May 10, 2016

SUBJECT: Report for Support – Veterans Benefit Ropers

Attached please find recent correspondence from Peter R. Miller of the Veterans Benefit Ropers. This event, scheduled for November 12 and 13, 2016, will take place at the Industry Expo Center. This foundation has successfully conducted this event at the Expo Center in the past.

IT IS RECOMMENDED that the City Council review the attached materials and approve a three-year sustaining grant of $25,000.00 per year, and authorize the City Attorney and City Manager to sign the appropriate agreement.

P.O. Box 3366, City of Industry, California 91744-0366 • Administrative Offices: 15625 E. Stafford St. • (626) 333-2211 • Fax (626) 961-6795

Pete Miller PRESIDENT
Ed Madrid, Esq. VICE PRESIDENT
Mark Drum VICE PRESIDENT
Jon Van Cleave, Esq. CFO

VETERANS BENEFIT VBR ROPERS

Main Office
c/o Ed Madrid, Esq.
12612 Central Avenue
Chino, CA 91710
ed@madridlawfirm.com

April 20, 2016
City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744-0366

Attention: Mayor Pro Tem – Cory C. Moss

Re: Veterans Benefit Team Roping Foundation

Dear Cory and City Council Members:

First of all Thank You, Mayor Mark Radecki and City Manager Paul Philips for meeting with me and Mark Drum. As we explained our VBR Foundation is a program uniquely designed, operated and managed by Veterans for Veterans. The Foundation provides a horsemanship, wellness and skill-set program free to all Veterans and active duty military especially those who suffer and continue to battle from Post-Traumatic Stress Disorder and other combat induced injuries.

Simply put, we put Veterans on horses.

At Drum's Roping Ranch, the Veterans are surrounded by other combat Veterans, cowboys & team ropers who appreciate their plight and challenges. The Veterans are afforded the opportunity to build friendships, camaraderie and service to other fellow Veterans.

The foundation is self-sustaining and generates income for the Veterans and their needs through Donations, Grants and our Team Roping Event at your Industry Hills Expo Center this past year and again this November 12th & 13th, with our Banquet on Veterans Day November 11th. All funds generated at these Events go to the operation of this Foundation.

Thank You for your consideration in being involved with this Foundation, as I pointed out the City of Industry has the Best facilities in the state for this type of event! No were else is there a center that has a covered arena, stables, banquet and hotels in one place.

Respectfully

Peter R. Miller
President – VBR

Veterans Benefit Team Roping Foundation
A California Corporation

Our Mission:

This is a horsemanship, wellness and skill-set program based in Chino, CA free to all Veterans and Active Duty military especially those who have sustained PTSD, physical injuries, or have experienced combat trauma. Simply put we introduce Veteran's to Horse's and Horsemanship and surround them with Horseman, Ropers, Cowboys that are proud of what they have done for our Country !!

Peter Miller	President
Ed Madrid	Vice – President
Mark Drum	Vice - President
Jon Van Cleave	Secretary
Mark Drum	Treasurer

Veterans Benefit Team Roping Foundation
c/o Ed Madrid
12612 Central Avenue
Chino, CA 91710

DRUM ROPING CO. LAUNCHES ANNUAL

VETERANS DAY BENEFIT TEAM ROPING EVENT

During the opening ceremonies, the lyrics of the National Anthem resonated throughout the beautiful Industry Hills Expo Center's Grand Arena as military humvies, World War II Willys Jeeps, and 2½ ton military transport vehicles transported veterans of the Viet Nam, Gulf, Iraq and Afghanistan wars. Nick Guriel, a Viet Nam Veteran, followed the procession in his 3000hp Monster Tractor named "Semper Fi". On horseback, Shelley Lunde carried "Old Glory," Richard Celsi, a Viet Nam Veteran and decorated war hero, dressed in full U.S. Cavalry attire, carried a 1st Squadron, 4th Cavalry flag, the Norco Mounted Posse carried the American, California and Military flags, and the Norco Cowgirls Rodeo Drill Team carried flags for each branch of the military. The Girl Scouts of the Greater Los Angeles Color Guard performed. Kate Grossman (Friday) and Tim Keplar (Saturday) sang the National Anthem. Tim's electrifying voice sang God Bless the USA acapella. Larry Lucas led the invocation. John Wayne's voice echoed in the arena with his rendition of "America, Why I Love Her" as veterans stepped into the arena to be individually acknowledged, thanked and honored for their service to our country.

As part of the event, The Veterans Benefit Team Roping Foundation hosted a Veterans' Appreciation Dinner, which was emceed by the President of the Foundation, Pete Miller. The Veterans Benefit Team Roping Foundation provides a horsemanship, wellness and skill-set program free to all Veterans and active military especially those who suffer from Post-Traumatic Stress Disorder, and other combat-induced injuries. As part of this program, Mark Drum of Drum Roping Co. together with the Foundation's team ropers put Veterans on horses and work with the Veterans on horsemanship and team roping, as a therapeutic means of dealing with their combat injuries.

During the Veterans Appreciation Dinner, David Sutphin, a retired banker and businessman team roper, set the tone for this memorable weekend when he announced his retirement from team roping. David gifted his rope saddle and tack to Josh Jeleniowski, a combat veteran. Mark Drum has been working with Josh on his horsemanship and roping for over 6 months. David invited Josh, who was taken completely by surprise, to the stage to present him with his rope saddle and tack. Josh walked up to the stage, speechless, and simply embraced David. Tears flowed for the next few minutes followed by a standing ovation.

Two Gold Star Mothers, Irene Ramirez and Maria Simpson whose sons were killed in action were escorted to the stage by two fully dressed Marines and presented with flowers by Richard Celsi.

The dinner also included a presentation by Rick Iannucci, founder and director of Horses for Heroes, as well as a few words from Dave Ford of Frontsight Military Ministry thanking and acknowledging Mark Drum Roping Co. and the Veterans' Benefit Team Roping Foundation for their dedication and work with combat-injured veterans. Aside from these horsemanship clinics, the Foundation generates money for Veterans through team roping events with proceeds going directly to our Veterans in need.

The results of this successful roping event were as follows:

There were 70 teams in the All Girls Roping. Fast times: 1st, Autumn Israel and Lacy Songer $175.00 plus saddle pads for each, 2nd Place, Tonia Forsberg and Sissy Barnes $100.00 each and

3rd Place Autumn Israel and Kristie Dougan $75.00 each. The winners of the average were 1st place, Sissy Barnes and Cassidy Barnes, $610.00 each plus Corriente saddles, 2nd Place, Markie Bataglia and Emily Smith, $490.00 each plus A Cut Above Buckles, 3rd Place, Autumn Israel and Lacy Songer, $390.00 each plus spurs, 4th Place, Veronica Chavez and Shelly Keeling $280.00 each plus knives, 5th Place Kristie Dougan and Sandy Duncan $180.00 each plus Straight Time Stirrups, and 6th Place, Carollann Scott and Emily Smith $110.00 each.

There were 29 teams in the Open Roping. Fast times 1st, J.T. Prather and Wyatt Cox $300.00 each, 2nd Place, J.T. Prather and Bronc Boehnlein $200.00 each. The winners of the average were 1st Place to John Taylor and Monty Joe Petska $2,000.00 each plus knives, 2nd Place, Brandon Bates and Bronc Boehnlein $1,200.00 each, and Jesse Menet and Nate Preuit $780.00 each.

There were 218 teams in the #5.5 Handicap Down. Fast times 1st Place, J.C. Bonilla and David Johnston $530.00 each; 2nd Place, Todd Keeling and Justin McDaniel $400.00 each, 3rd Place Stephen Terrazas and Jesse Mcnet $265.00 and 4th Place Claude Straub and Mark Drum $135.00 each. The winners of the average were Bobby Stanley and Randy Stanley, $2,000.00 each plus Coats saddles, 2nd Place, Jake Huserik and Justin McDaniel $1,650.00 each plus Gist Buckles, 3rd Place, Robert A. Reed and Larry Kelly $1,350.00 each plus saddle pads, 4th Place, Robert A. Reed and Gerardo Quinones $1,100.00 each plus headstalls, 5th Place Claude Straub and Jesse Coker $750.00 each plus Straight Time Stirrups, 6th Place Stephen Terrazas and Jesse McNet $450.00 each, 7th Place Steve Senteny and Doug Basolo $225.00 each.

There were 130 teams in the #6 Handicap Up and Down. Fast times 1st Place Bronc Boehnlein and Tyler Forsberg $400.00 each, 2nd Place Tyler Forsberg and JT Prather $250.00 each and 3rd Place Jose Machado and Wyatt Lloyd $160.00 each. The winners of the average were 1st Place Bronc Boehnlein and Tyler Forsberg $1,400.00 each plus Corriente saddles, 2nd Place Mike Rusinko and Travis Caron $1,170.00 each plus A Cut Above Buckles, 3rd Place Marc Davis and Justin McDaniel $950.00 each plus saddle pads, 4th Place Cheyenne Rey and Wyatt Cox $700.00 each plus headstalls, and 5th Place, Tyler Forsberg and Manuel Gonzales Jr. $460.00 each plus Straight Time Stirrups.

We wish to thank our host Carol Perez and her staff at Industry Hills Expo Center, City of Industry Mayor Pro Tem Cory Moss, Rick Iannucci, Kate Grossman, Tim Keplar, Norco Mounted Posse, Norco Cowgirls Drill Team, the Girl Scouts of the Greater Los Angeles Color Guard, Shelley Lunde, Richard Celsi, Nick Guriel, Jay Davis, our corporate and individual sponsors, and all the team ropers that came out to support, honor and pay tribute to our brave men and women who served our country.

A very special thanks to Drum Roping Co., Mark and Stephanie Drum, the producers and promoters of this great event for their continuous and dedicated work with our Veterans. For more information on helping our Veterans or the Foundation's Veterans Horsemanship program, contact Pete Miller (626) 818-9744 or Mark Drum (909) 631-8990.

Criminal Offenses Allegedly Committed by Our Veterans

Before judging any Veteran who is accused of committing any crime or writing him off as a bad apple because he or she was allegedly involved in criminal activity, ask yourself what is a Veteran? "A Veteran Is Someone Who, at one point in his or her life, wrote a blank check made payable to 'The United States of America' for an amount of 'up to and including their life.' Remember their Sacrifice!

According to the U.S. Department of Veterans Affairs, there are 23,440,000 veterans in the United States and approximately 1.7 Million veterans of Iraq and Afghanistan. Approximately, 1/3 of the adult homeless population served in the military and at any given time there are as many as 130,000 homeless veterans. A 2000 Bureau of Justice Statistics Report found 81% of all involved veterans had a substance abuse problem prior to incarceration, 35% were identified as suffering from alcohol dependency, 23% were homeless at some point in the prior year and 25% were identified as mentally ill.

Post-traumatic Stress Disorder [PTSD] contributes to the problem among veterans because it can interfere with their ability to cope with stresses associated with holding down a job and maintaining personal relationships. Other mental health and substance abuse problems together with a lack of resources and a difficult economy add to the problem.

California has Penal Code § 1170.9, which is a specific statute designed for veterans suffering from post-traumatic stress disorder who become involved in criminal activity.

Our lawyers are familiar with this alternative sentencing scheme that allows judges to sentence military veterans to treatment instead of prison or jail in cases where those veterans committed their crimes as a result of sexual trauma, traumatic brain injury, post-traumatic stress disorder, substance abuse or mental health problems stemming from service in the United States Military.

If a veteran is accepted into this program, upon successful completion, the charges are often dismissed.

If you are a veteran and are charged with a crime, contact the Madrid Law Firm immediately to determine if your case falls within Penal Code § 1170.9. If you are represented by other counsel or the public defender's office, make sure that you advise them that you are a veteran and wish to avail yourself of Penal Code § 1170.9

Semper Fi

VETERANS DAY BENEFIT TEAM ROPING

FRIDAY & SATURDAY
NOVEMBER 6th & 7th

Industry Hills Expo Center

16200 Temple Ave., City of Industry CA 91744

Proceeds Benefit The Veterans Benefit Team Roping Foundation

FRIDAY, NOVEMBER 6th

Sign up 2pm, Rope 3pm

All Girl Roping ..... 3 for $60

Friday Night Banquet & Sponsor Dinner

SATURDAY, NOVEMBER 7th

Sign up 8am, Rope 9am

Open Roping (Enter Up) .....4 for $150

#5 1/2 Hdcp. Down ..... 3 for $75

#6 Hdcp. Up & Down .....3 for $75

All Roping (Except Open)

Draw one and pick and draw as many as you like...

- ***Saddles to all average Winners***
- ***Buckles to Runner-up***
- ***Knives • Other Awards Given***
- Overnight stays & stalls
- RV hook-ups available

Info : Mark Drum (909 631-8990

Pete Miller (626) 818-8744

Drum Roping Co. Launches Annual Veterans Day Benefit Roping

CITY OF INDUSTRY, CALIF. – During the opening ceremonies, the lyrics of the National Anthem resonated throughout the beautiful Industry Hills Expo Center's Grand Arena as military humvies, World War II Willys Jeeps, and 2½ ton military transport vehicles transported veterans of the Viet Nam, Gulf, Iraq and Afghanistan wars. Nick Guriel, a Viet Nam Veteran, followed the procession in his 3000hp Monster Tractor named "Semper Fi." On horseback, Shelley Lunde carried "Old Glory," Richard Celsi, a Viet Nam veteran and decorated war hero, dressed in full U.S. Cavalry attire, carried a 1st Squadron, 4th Cavalry flag, the Norco Mounted Posse carried American, California and Military flags, and the Norco Cowgirls Rodeo Drill Team carried flags for each branch of the military.

The Girl Scouts of the Greater Los Angeles Color Guard performed. Kate Grossman (Friday) and Tim Keplar (Saturday) sang the National Anthem. Tim's electrifying voice sang God Bless the USA a capella. Larry Lucas led the invocation. John Wayne's voice echoed in the arena with his rendition of "America, Why I Love Her" as veterans stepped into the arena to be individually acknowledged, thanked and honored for their service to our country.

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Winners of the #5.5 Hdcp. Roping were Bobby Stanley and Randy Stanley, who won saddles. Producer Mark Drum is also pictured with winning teams in the #5.5.

Open Roping winners John Taylor and Monty Joe Petska, with roping producer Mark Drum presenting their awards.

All-Girl Roping champions Sissy Barnes and Cassidy Barnes, with Mark Drum presenting their saddles.

Double R Productions

now at:
McCaslin Arena
Bakersfield, CA
23751 Sidding
(One Mile Due West Of Hwy. 43 & 58 Intersection)

ACTRA
Sponsored by WRANGLER
ACTRA Memberships Are $65 And Available At The Arena

SATURDAYS, DECEMBER 19 & 26
SU 10, Rope 11am
#5½ Hdcp. Down Pick or Draw.. 3 for $25
#7 Hdcp. Pick or Draw ..... 3 for $25
More Pots Time Permitting

WEDNESDAY NIGHTS, DECEMBER 2, 16, 23 & 30 Not Roping Dec. 9
Practice 6:00-7:30pm $20
After Practice:
#5½ Hdcp. Down Pick or Draw... 3 for $25
#8 Hdcp. Draw ..... 3 for $25

All Ropings Enter Up • 35% Cattle Charge
ALL ROPINGS CASH ONLY!
For More Information, Call Ron Rogers
(661) 201-3700

Formula Feed
RopeSmart.com
Coats
HALL AG ENTERPRISES, INC.

working with Josh on his horsemanship and roping for over six months. David invited Josh, who was taken completely by surprise, to the stage to present him with his rope saddle and tack. Josh walked up to the stage, speechless, and simply embraced David. Tears flowed for the next few minutes followed by a standing ovation.

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A very special thanks to Drum Roping Co., Mark and Stephanie Drum, the producers and promoters of this great event for their continuous and dedicated work with our veterans. For more information on helping our veterans or the Foundation's Veterans Horsemanship program, contact Pete Miller (626) 818-9744 or Mark Drum (909) 631-8990.

Results are as follows; payoffs are per man:

OPEN: 4 for $150, 29 teams

1st go: 1. J.T. Prather and Wyatt Cox, 5.35, $300. 2. J.T. Prather and Bronc Boehnlein, 6.77, $200.

Average: 1. John Taylor and Monty Petska, 28.59, $2,000 + knife. 2. Brandon Bates and Bronc Boehnlein, 31.93, $1,200. 3. Jesse McNet and Nate Preuit, 34.07, $780.

#5.5 HDCP DOWN: 3 for $75, 218 teams

1st go: 1. J.C. Bonilla and David Johnson, 6.90, $530. 2. Todd Keeling and Justin McDaniel, 7.27, $400. 3. Stephen Terrazas and Jesse McNet, 7.40, $265. 4. Claude Straub and Mark Drum, 7.85, $135.

Average: 1. Bobby Stanley and Randy Stanley, 25.87, $2,000 + Coats saddle. 2. Jake Huserik and Justin McDaniel, 28.40, $1,650 + Gist buckle. 3. Robert A. Reed and Larry Kelly, 29.78, $1,350 + saddle pad. 4. Robert A. Reed and Gerardo Quinones, 30.31, $1,100 + headstall. 5. Claude Straub and Jesse Coker, 31.01, $750 + Straight Time stirrups. 6. Stephen Terrazas and Jesse McNet, 31.12, $450. 7. Steve Senteny and Doug Basolo, 31.66, $225.

#6 HDCP: 3 for $75, 130 teams

1st go: 1. Bronc Boehnlein and Tyler Forsberg, 4.25, $400. 2. Tyler Forsberg and J.T. Prather, 4.86, $250. 3. Jose Machado and Wyatt Lloyd, 5.28, $160.

Average: 1. Bronc Boehnlein and Tyler Forsberg, 21.66, $1,400 + Corriente saddle. 2. Mike Rusinko and Travis Caron, 22.36, $1,170 + A Cut Above buckle. 3. Marc Davis and Justin McDaniel, 22.92, $950 + saddle pad. 4. Cheyenne Rey and Wyatt Cox, 27.63, $700 + headstall. 5. Tyler Forsberg and Manuel Gonzales Jr., 28.72, $460 + Straight Time stirrups.

ALL GIRL: 3 for $60, 70 teams

1st go: 1. Autumn Israel and Lacy Songer, 9.92, $175 + saddle pad. 2. Tonia Forsberg and Sissy Barnes, 10.03, $100. 3. Autumn Israel and Kristie Dougan, 10.29, $75.

Average: 1. Sissy Barnes and Cassidy Barnes, 29.65, $610 + Corriente saddle. 2. Markie Battaglia and Emily Smith, 34.68, $490 + A Cut Above buckle. 3. Autumn Israel and Lacy Songer, 35.45, $390 + spurs. 4. Veronica Chavez and Shelly Keeling, 36.71, $280 + knife. 5. Kristie Dougan and Sandy Duncan, 37.10, $180 + Straight Time stirrups. 6. Carollann Scott and Emily Smith, 38.10, $110.

NEW YEAR'S WEEKEND

VETERANS BENEFIT TEAM ROPING FOUNDATION

Cordially Invites You To Our

SPONSOR APPRECIATION DINNER

Featuring

RICK IANNUCCI

Retired US Marshal and Green Beret

Founder of Horses for Heroes

Friday, November 6th, 2015

Cocktails at 6:00 p.m.

Dinner at 7:00 p.m.

Industry Hills Expo Center (Pavilion)

16200 Temple Avenue, City of Industry, CA

Catered by: San Bernardino County Sheriff's Dept. Culinary Unit

All Welcome

Presale Tickets available $50.00 each through November 5, 2015

$75.00 at the door (Tickets are Limited)

Contact Pete Miller (626) 818-9744

THE CRISIS

22 VETERANS
COMMIT SUICIDE
PER DAY

23,440,000
VETERANS
IN UNITED STATES

1.7 MILLION
VETERANS SERVED IN
IRAQ & AFGHANISTAN

23% VETERANS ARE HOMELESS

539,000
HOMELESS
VETERANS

81%
HAVE SUBSTAN
ABUSE PROBLE

25%
MENTALLY ILL

35% SUFFER FROM ALCOHOL DEPENDENCY

POST-TRAUMATIC STRESS DISORDER [PTSD]
CAUSES SUICIDE, ARRESTS, SUBSTANCE
ABUSE, BROKEN HOMES, CAREER FAILURES &
FAILED RELATIONSHIPS.

P.T.S.

DON'T LEAVE THEM BE
THEY'RE NOT HOME Y

CITY COUNCIL

ITEM NO. 5.10

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager

DATE: May 10, 2016

SUBJECT: Adoption of a Salary Range for the Planning Commission, Civic-Recreational-Industrial Authority, and Property and Housing Management Authority

Attached for your review and concurrence is Resolution No. CC 2016-31, together with Exhibit A, setting a salary range for the above three subject Commissions. It would be noted that before the salary range becomes active, the Property and Housing Management Authority must also formally adopt the salary range by amending Section 2.03 of the Property and Housing Management Authority Bylaws.

IT IS RECOMMENDED that the City Council adopt Resolution No. 2016-31.

P.O. Box 3366, City of Industry, California 91744-0366 • Administrative Offices: 15625 E. Stafford St. • (626) 333-2211 • Fax (626) 961-6795

RESOLUTION NO. CC 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A SALARY RANGE SCHEDULE FOR CITY COMMISSIONS

THE CITY COUNCIL OF THE CITY OF INDUSTRY RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council finds as follows:

A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for appointed City Commissions.

B. The City has followed all legal prerequisites prior to the adoption of this Resolution.

Section 2. Adoption of Salary Schedule. The City Council hereby approves the City of Industry Salary Range Schedule attached as Exhibit A.

Section 3. Public Review. The City of Industry Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of the Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

Section 4. Certification. The City Clerk is directed to certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on May 10, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

EXHIBIT A

CITY OF INDUSTRY SALARY RANGE SCHEDULE

COMMISSION	POSITION	ANNUAL SALARY RANGE
Planning Commission	Board Member	$600 - $700 (Monthly Stipend)
Civic-Recreational-Industrial Authority	Board Member	$600 - $700 (Monthly Stipend)
Property and Housing Management Authority	Board Member	$600 - $700 (Monthly Stipend)

*Note: The Property and Housing Management Authority must first revise Section 2.03 of the Property and Housing Management Authority Bylaws prior to the acceptance of the stipend.

CITY COUNCIL

ITEM NO. 5.11

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Paul J. Philips, City Manager

DATE: May 10, 2016

SUBJECT: Consideration of a Purchase Agreement between the City and CT Chestnut LLC, for the City Owned Property Located at 948 S. Azusa Avenue

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BACKGROUND: The City currently owns the real property located at 948 S. Azusa Avenue ("Property"). With the exception of a billboard, for which the City receives revenue, the Property is vacant. In March 2015, the Successor Agency to the Industry Urban-Development Agency ("Agency") entered into a purchase agreement with CT Chestnut LLC, ("Developer") for the sale of real property located adjacent to the Property on the east side of Azusa, North of Railroad Street and 17300 Chestnut Street, in the City. Under the terms of the purchase agreement for the Agency property, the Developer is required to construct a Class-A industrial project of approximately 550,000-650,000 square feet, with a maximum of eight buildings.

The Developer now wishes to purchase the City owned Property for the purpose of completing the aforementioned development project.

DISCUSSION: The City and Developer have been engaged in discussions regarding the sale of the Property to allow the Developer to construct a more comprehensive, aesthetically pleasing development, while simultaneously allowing the City to dispose of a remnant parcel that is predominately vacant. Should the sale occur, the City will no longer be responsible for the maintenance and all other associated costs of the Property. Further, under the terms of the Purchase Agreement, the Developer will be required to use the Property for the development of the project set forth in its agreement with the Agency.

The California Government Code provides the City Council with the discretionary power to determine what real property is sold, and how the sale takes place. The only restriction provided in the Government Code is that the sale must be for the benefit of the City and its constituents. California law does not require the City to follow a competitive bidding procedure, or establish any rules, regulations or procedures for the sale of property. Here, the public benefit is the potential development of a parcel that is predominately vacant, which will improve the aesthetics of the City and assist in the elimination of blight.

The salient facts regarding the Property and the general terms of the Purchase Agreement are set forth below:

Developer will purchase the Property from the City for the fair market value of $880,000.00, which is based on an appraisal that was conducted in early October 2015. Further, at close of escrow, Developer

will reimburse the City for the cost of the appraisal and for its legal costs, in an amount not to exceed $25,000.00. The agreement requires a $50,000.00 deposit, which will be non-refundable 21 days after the purchase agreement is approved.

The Property was previously developed as a gas station. When the City acquired the Property in 2005, it discovered hazardous materials as a result of the previous development. The prior owner was required to remediate the environmental issues, and in October 2014, the City received a no further action letter for the Property. Under the Agreement, in the event further remediation is required, Developer is responsible. As required by State law, the information regarding the environment issues was provided to Developer, and is included in the Purchase Agreement.

As set forth above, there is an existing billboard on the Property. The billboard lease with the M&P Outdoor Advertising, LLC is set to expire on or before June 17, 2017. Pursuant to the terms of the Purchase Agreement, the City will continue to receive all revenue from the lease, however, the City will not extend the lease past its current term.

Sometime in 2008, the City widened Railroad Avenue, and used approximately 2,728 square feet of the Property for the widening, resulting in a net usable land area of 19,602 square feet. As a condition of the sale, the resolution requires that, at close of escrow, the Developer dedicate an irrevocable right of way and easement, to account for the widening of Railroad Avenue. The dedication will ensure that the City is able to continue its use of the widened street. The resolution also requires that the Planning Commission make a finding that the sale of the Property conforms to the City's General Plan. An item will be placed on a future Planning Commission agenda.

Lastly, the Purchase Agreement contains standard insurance and indemnification provisions, which require the Developer to indemnify the City against any claims made as a result of the sale of the Property.

BUDGET IMPACT: Based on an appraisal, the Property was valued at $880,000.00. The Developer has agreed to pay the fair market value of $880,000.00. The value of the Property is based on the 19,602 square feet of usable land area.

RECOMMENDATION: Staff recommends that the City Council adopt the attached resolution, approving the Purchase Agreement between the City and CT Chestnut LLC for the property located at 948 Azusa, and direct Staff to file the Notice of Exemption regarding same.

Attachments: Resolution approving the purchase agreement
Notice of Exemption
Purchase and Sale Agreement

RESOLUTION NO. CC 2016-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY AND CT CHESTNUT LLC, FOR THE PROPERTY LOCATED AT 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA AND ADOPTING THE NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, the City of Industry is the owner of certain real property located at 948 S. Azusa, City of Industry, California (APN: 8264-025-911) ("Property"); and

WHEREAS, the Property consists of approximately 22,330 square feet, with a zoning designation of Commercial and a general plan designation of Employment; and

WHEREAS, in or around 2008, as part of a public works project, the City widened Railroad Avenue at its intersection with Azusa Avenue, which resulted in a loss of approximately 2,728 square feet of usable land area at the Property; and

WHEREAS, on or about March 10, 2015, the Successor Agency to the Industry Urban-Development Agency ("Agency") and CT Chestnut LLC ("Developer"), entered into a Purchase Agreement for the real property located adjacent to the Property on the East Side of Azusa, North of Railroad Street and 17300 Chestnut Street in the City of Industry, California ("Agency Property"); and

WHEREAS, pursuant to the terms of the Purchase Agreement for the Agency Property, the Developer is required to construct a Class-A industrial project of approximately 550,000-650,000 square feet, with a maximum of eight buildings; and

WHEREAS, Developer wishes to purchase the Property from the City, for the purpose of constructing certain improvements set forth in the Purchase Agreement for the Agency Property; and

WHEREAS, pursuant to Government Code Section 37350, the City may dispose of real property for the common benefit; and

WHEREAS, California law does not establish any rules, regulations or procedures for the City's sale of real property; and

WHEREAS, by selling the Property to Developer, the City is making use of a remnant parcel that is predominately vacant, and will no longer be responsible for the maintenance and upkeep and the associated costs of the Property; and

WHEREAS, the sale of the Property allows for the development of the Property, which will improve the aesthetics of the City, assist in the elimination of blight, and will allow for a cohesive, well-planned, new development; and

WHEREAS, the future development of the Property will bring additional employment opportunities to the City, and will improve the economic and physical conditions of the City which is a benefit to the City's residents, business owners and members of the community; and

WHEREAS, the sale of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), because the sale of the property does not have a potential for causing an significant effect on the environment. Any future development will require further analysis pursuant to the requirements of CEQA; and

WHEREAS, based on the foregoing, the City desires to sell the Property to Developer for the fair market value price of Eight Hundred Eighty Thousand Dollars ($880,000.00).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for the sale of the Property, City Council hereby finds and determines that the sale of the Property will not result in or have a significant impact on the environment, because the sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Further, any future development at the Property will be subject to additional environmental review and independent analysis as required by CEQA. Therefore, the proposed project is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

SECTION 4: The City Council hereby approves the sale of the Property to Developer, pursuant to the terms and conditions set forth in the Purchase Agreement, attached hereto as Exhibit A, and incorporated herein by reference, and subject to the following conditions:

a. Said approval of the sale shall be contingent upon the Planning Commission's finding that the sale of the Property conforms to the City's General Plan; and

b. Said approval of the sale shall be contingent upon Developer's dedication of an irrevocable right of way and easement, to account for the widening of Railroad Avenue at the Property. The dedication shall be made at close of escrow.

SECTION 5: The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

SECTION 6: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on May 10, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

EXHIBIT A

PURCHASE AGREEMENT
948 S. AZUSA AVE., CITY OF INDUSTRY, CA

CITY OF INDUSTRY, a municipal corporation
"**City**"

CT CHESTNUT LLC,
a Delaware limited liability company
"**Developer**"

_____, 2016

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PURCHASE AGREEMENT
948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA

THIS PURCHASE AGREEMENT for the property located at 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA (this "**Agreement**"), dated as of _____, 2016 (the "**Effective Date**") is entered into by and between the **CITY OF INDUSTRY, a municipal corporation** (the "**City**"), and **CT CHESTNUT LLC**, a Delaware limited liability company (the "**Developer**"). The City and the Developer are hereinafter sometimes individually referred to as a "**party**" and collectively referred to as the "**parties**".

R E C I T A L S

This Agreement is entered into with reference to the following facts:

A. The City owns the fee interest in that certain real property located in the City of Industry, County of Los Angeles, State of California, consisting of approximately 22,330 square feet of land and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (such real property is referred to herein as the "**Property**").

B. In addition, the Successor Agency to the Industry Urban-Development Agency ("**Agency**") and Developer previously entered into that certain Purchase Agreement [East Side of Azusa North of Railroad Street and 17300 Chestnut Road] dated March 10, 2015, as amended by that certain (i) Consent to Extension of Due Diligence Period dated May 11, 2015, (ii) Second Consent to Extension of Due Diligence Period dated June 1, 2015, (iii) Third Consent to Extension of Due Diligence Period dated July 29, 2015, and (iv) Fourth Amendment to Purchase Agreement dated as of October 8, 2015 (collectively the "**Agency Agreement**"), with respect to the real property located adjacent to the Property on the East Side of Azusa, North of Railroad Street and 17300 Chestnut Street in the City of Industry, California, which is more particularly described in the Agreement (the "**Agency Property**").

C. The Developer wishes to acquire fee title to the Property from the City to enable the Developer to utilize the Property to construct certain improvements, as set forth in the Agency Agreement (the "**Project**").

D. Development of the Project will assist in the elimination of blight, provide jobs, and substantially improve the economic and physical conditions in the City, and is in the best interests of the City, and the health, safety and welfare of the residents and taxpayers of the City.

E. A material inducement to the City to enter into this Agreement is the agreement by the Developer to develop the Project within a limited period of time, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the Developer to develop the Project within such period of time.

NOW, THEREFORE, in reliance upon the foregoing Recitals, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1.1 Agreement means this Purchase Agreement.

1.1.2 City means the City of Industry, a municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California. The principal office of the City is located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744.

1.1.3 Close of Escrow and Closing are defined in Section 2.3.2.

1.1.4 Deemed Disapproved Exceptions is defined in Section 2.5.2.

1.1.5 Default is defined in Section 5.2.

1.1.6 Deposit is defined in Section 2.2.1.

1.1.7 Developer means CT Chestnut LLC, a Delaware limited liability company. The principal office of the Developer for purposes of this Agreement is c/o CT Realty Corporation, 65 Enterprise, Aliso Viejo, California 92656.

1.1.8 Disapproved Exceptions is defined in Section 2.5.2.

1.1.9 Disapproval Notice is defined in Section 2.5.2.

1.1.10 Due Diligence Period is defined in Section 2.7.

1.1.11 Escrow is defined in Section 2.3.1.

1.1.12 Escrow Holder means First American Title Insurance Company. The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: pbeverly@firstam.com.

1.1.13 Grant Deed is defined in Section 2.5.3.

1.1.14 Hazardous Materials means any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, 42 U.S.C. § 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term "**Hazardous Materials**" shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the close of any escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyl's; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

1.1.15 Holder is defined in Section 3.2.2.

1.1.16 Outside Date is defined in Section 2.3.2.

1.1.17 Project is defined in Recital C.

1.1.18 Property is defined in Recital A.

1.1.19 Purchase Price is defined in Section 2.1.

1.1.20 Released Parties is defined in Section 2.8.

1.1.21 Review Period is defined in Section 2.5.2.

1.1.22 Right of Entry Agreement is defined in Section 2.7.

1.1.23 [Intentionally Left Blank]

1.1.24 Survey is defined in Section 2.5.1.

1.1.25 Title Company is defined in Section 2.5.4.

1.1.26 Title Policy is defined in Section 2.5.4.

1.1.27 Title Report is defined in Section 2.5.1.

1.1.28 Transaction Costs means all costs incurred by either party in entering into this transaction and closing Escrow, including but not limited to escrow fees and costs, attorney's fees, staff time, appraisal costs, and costs of financial advisors and other consultants.

ARTICLE 2
PURCHASE AND SALE OF THE PROPERTY

2.1 Purchase and Sale. The City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for the sum of Eight Hundred Eighty Thousand Dollars ($880,000.00) (the "**Purchase Price**"). The parties acknowledge and agree that the Purchase Price equals approximately Forty Five Dollars ($45.00) per square foot based on a net usable land area comprising the Property of approximately 19,602 square feet (19,602 square feet represents the net usable area after the widening of Railroad Street, the total Property area is 22,330 square feet). In addition to the Purchase Price, Developer shall reimburse the City for the City's costs of obtaining an appraisal of the Property and the City's legal costs in connection with this Agreement and the disposition of the Property under this Agreement. Such costs shall not exceed Twenty Five Thousand Dollars ($25,000.00) (the "**Disposition Costs"**) and will be paid by Developer to the City at the closing through Escrow.

2.2 Payment of Purchase Price. The Purchase Price shall be payable by Developer as follows:

2.2.1 Deposit. Within five (5) business days following the opening of Escrow, Developer shall deposit with Escrow Holder the sum of FIFTY THOUSAND DOLLARS ($50,000.00), in the form of certified or bank cashier's checks made payable to Escrow Holder or by confirmed wire transfers of funds (collectively, the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to Developer and City with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided herein, the Deposit shall be applicable in full towards the Purchase Price upon Closing, and except as otherwise provided herein, shall be nonrefundable at the expiration of the Due Diligence Period.

2.2.2 Closing Funds. Prior to the Close of Escrow, Developer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed federal wire transfer of funds, the balance of the Purchase Price, plus an amount equal to all other costs, expenses and prorations payable by Developer hereunder, less any credit due Developer under Section 2.1.

2.3 Escrow.

2.3.1 Opening of Escrow. Within five (5) business days after the parties' full execution of this Agreement, the Developer and the City shall open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Developer. The parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions (which may be supplemented in

writing by mutual agreement of the parties) for the Escrow. If the parties supplement this Agreement by executing the Escrow Holder's standard form of escrow instructions, then in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of such standard form escrow instructions, the terms and provisions of this Agreement shall control. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

2.3.2 Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder causes the Grant Deed (as hereinafter defined) to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the City) to the City. Possession of the Property shall be delivered to the Developer on the Close of Escrow. Close of Escrow shall occur simultaneously with the close of escrow of for the purchase by Developer of land owned by the Successor Agency to the Industry Urban Development Agency at 17300 Chestnut Street, City of Industry, California. If the Closing does not occur for any reason, then, except as otherwise provided in this Agreement, this Agreement shall automatically terminate, the Deposit shall be promptly returned to the Developer, Developer shall pay any Escrow cancellation charges.

2.3.3 Delivery of Closing Documents.

(a) The City and Developer agree to deliver to Escrow Holder, at least two (2) business days prior to the Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition precedent to the Close of Escrow:

(i) The Grant Deed, duly executed and acknowledged by the City, conveying a fee simple interest in the Property to Developer, subject only to such exceptions to title as Developer may have approved or have been deemed to have been approved pursuant to Section 2.5.2;

(ii) The City's affidavit as contemplated by California Revenue and Taxation Code Section 18662;

(iii) A Certification of Non-Foreign Status signed by City in accordance with Internal Revenue Code Section 1445; and

(iv) Such proof of the City's and Developer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

The City and the Developer further agree to execute such reasonable and customary additional documents, and such additional escrow instructions, as may be reasonably required to close the transaction which is the subject of this Agreement pursuant to the terms hereof.

2.4 Conditions to Close of Escrow. The obligations of the City and Developer to close the transaction which is the subject of this Agreement shall be subject to the satisfaction, or waiver in writing by the party benefited thereby, of each of the following conditions:

2.4.1 For the benefit of the City, the Developer shall have deposited the balance of the Purchase Price, together with such funds as are necessary to pay for costs, expenses and prorations payable by Developer hereunder (including the Disposition Costs).

2.4.2 For the benefit of the City, all actions and deliveries to be undertaken or made by Developer on or prior to the Close of Escrow as set forth in this Agreement shall have occurred, as reasonably determined by the City.

2.4.3 For the benefit of the Developer, all actions and deliveries to be undertaken or made by the City on or prior to the Close of Escrow as set forth in this Agreement shall have occurred.

2.4.4 [Intentionally Left Blank]

2.4.5 For the benefit of the City, the Developer shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the Developer shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.6 For the benefit of the Developer, the City shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the City shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.7 For the benefit of the City, the representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.8 For the benefit of the Developer, the representations and warranties of the City contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.9 For the benefit of the Developer, Title Company shall be irrevocably committed to issuing in favor of the Developer the Title Policy, in form and substance, and with endorsements reasonably acceptable to the Developer, as provided in Section 2.5.2.

2.4.10 For the benefit of the City and Developer, the simultaneous close of escrow for the purchase and sale of the Agency Land under the Agency Agreement.

If all the foregoing conditions have not been met to the benefitted party's sole satisfaction or expressly waived in writing by the benefitted party on or before the respective dates set forth therein, or if no date is set forth therein on the Outside Date, then this Agreement shall, at the option of the benefitted party, become null and void and in which event, neither party shall have, except as expressly set forth in this Agreement, any further rights, duties or obligations hereunder, and, unless the condition or conditions not met were for the City's benefit, Developer shall be entitled to the immediate refund of the Deposit.

2.5 Condition of Title; Survey; Title Insurance.

2.5.1 Within ten (10) days after the Effective Date, the City shall deliver to the Developer for the Developer's review and approval, (i) a current preliminary title report covering the Property (the "**Title Report**") and the most legible copies available of any instruments noted as exceptions thereon, and (ii) any survey of the Property in the City's possession. The Developer at its sole expense may obtain a current or updated ALTA survey of the Property in connection with the issuance of the Title Policy and the City shall cooperate with the same. Any survey provided by the City or obtained by the Developer are each a "**Survey**" hereunder.

2.5.2 The Developer shall have until the expiration of the Due Diligence Period (the "**Review Period**") to disapprove any exceptions to title shown on the Title Report or reflected on the Survey (collectively, "**Disapproved Exceptions**") and to provide City with notice thereof describing the defect with reasonable particularity (the "**Disapproval Notice**"). Any exceptions to title not disapproved within the Review Period shall be deemed approved. Within five (5) days after the City's receipt of the Disapproval Notice, the City shall notify the Developer whether or not the City intends to remove or endorse over the Disapproved Exceptions. The City shall be under no obligation to remove or endorse over any Disapproved Exception, but the City agrees to cooperate in good faith with the Developer in the Developer's efforts to eliminate or endorse over any Disapproved Exception, provided the City is not obligated to pay any sum or assume any liability in connection with the elimination or endorsing over of any such Disapproved Exception. If the City notifies the Developer that the City intends to eliminate or endorse over all of the Disapproved Exception, the City shall do so concurrently with or prior to the Close of Escrow. If the City notifies the Developer that the City does not intend to eliminate or endorse over some or all of the Disapproved Exception(s), the Developer, by notifying the City within five (5) days after its receipt of such notice, may elect to terminate this Agreement and receive a refund of the Deposit or take the Property subject to the Disapproved Exception(s) which the City will not eliminate or endorse over (which Disapproved Exceptions will be deemed approved). Notwithstanding the foregoing, the City covenants to pay in full all loans secured by deeds of trust, any mechanics' and materialmen's liens, and any other monetary liens (other than liens for charges, assessments, taxes, and impositions subject to proration as provided in Section 2.6.2) (collectively, the "**Deemed Disapproved Exceptions**") prior to, or concurrently with, the Close of Escrow, and Escrow Holder is hereby directed to cause the same to be paid from the Purchase Price. The Title Policy shall include such endorsements as the Developer shall reasonably request. Any endorsements to the Title Policy are to be paid for by the Developer, except that endorsements obtained by the City respecting Disapproved Exceptions as provided above shall be paid for by the City. Notwithstanding the foregoing, the Developer may notify the City of its disapproval of an exception to title (including exceptions reflected on the Survey) first raised by Title Company or the surveyor after the Review Period, or otherwise first disclosed to the Developer after the Review Period, by the earlier of (a) within ten (10) days after the same was first raised or disclosed to the Developer in writing, and (b) fifteen (15) days prior to the Close of Escrow. With respect to any exceptions disapproved by the Developer in such notice, the City shall have the same option to eliminate or endorse over such exceptions that applies

to Disapproved Exceptions, and the Developer shall have the same option to accept title subject to such exceptions or to terminate this Agreement and receive a refund of the Deposit.

2.5.3 At the Close of Escrow, the Developer shall receive title to the Property by grant deed substantially in the form attached hereto as Exhibit "C" and incorporated herein by this reference (the "**Grant Deed**").

2.5.4 At Closing, the Developer shall receive a CLTA Owner's Coverage Policy of Title Insurance (the "**Title Policy**"), together with all endorsements requested by the Developer or obtained by the City pursuant to Section 2.5.2 , issued by First American Title Insurance Company ("**Title Company**") in the amount of the Purchase Price, insuring that title to the Property is vested in Developer and is free and clear of all Disapproved Exceptions, all Deemed Disapproved Exceptions and all liens, easements, covenants, conditions, restrictions, and other encumbrances of record except (a) current taxes and assessments of record, but not any overdue or delinquent taxes or assessments, (b) the matters set forth or referenced in the Grant Deed, and (c) such other encumbrances as the Developer approves in writing including those reflected in the Title Report for the Property approved by Developer, or as are deemed approved by Developer as provided in Section 2.5.2. The Developer may obtain an extended coverage policy of title insurance at its own costs.

2.6 Escrow and Title Charges; Prorations.

2.6.1 The City shall pay all documentary transfer taxes and the coverage premiums on the standard CLTA Title Policy, together with the cost of any endorsements obtained by the City pursuant to Section 2.5.2. Developer shall pay the costs of (i) any Survey obtained by the Developer, (ii) any endorsements to the Title Policy obtained by Developer and (iii) any title insurance premiums for any coverage over and above the standard policy coverage on the CLTA Title Policy to be paid by the City. In addition, the Developer shall pay any and all other usual and customary costs, expenses and charges relating to the escrow and conveyance of title to the Property, including without limitation, recording fees, document preparation charges and escrow fees. Each party shall be responsible for its own Transaction Costs, with the exception of the Disposition Costs, which shall be paid by Developer.

2.6.2 All non-delinquent and current installments of real estate and personal property taxes, if any, and any other governmental charges, regular assessments, or impositions against the Property on the basis of the current fiscal year or calendar year shall be pro-rated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Property's assessed value prior to the Close of Escrow and the City and Developer shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 2.6.2 shall

survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.6.3 Any Escrow cancellation charges shall be allocated and paid as described in Section 2.3.2 above.

2.7 Due Diligence Period; Access. During the period (the "**Due Diligence Period**") commencing on the Effective Date and ending at 5:00 p.m. on the date which is twenty (21) days after the Effective Date, the Developer may inspect the Property as necessary to (i) approve all zoning and land use matters relating to the Property, (ii) approve the physical condition of the Property, and (iii) satisfy any due diligence requirements of the Developer's lender, if any. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit "D" (the "**Right of Entry Agreement**"), the Developer and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Developer's entry upon the Property, the parties shall execute the Right of Entry Agreement. The City shall reasonably cooperate with the Developer in its conduct of the due diligence review during the Due Diligence Period. In the event the Developer does not approve of the condition of the Property by written notice given to the City prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Developer (including any interest earned thereon) and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

2.8 Condition of the Property. The Property shall be conveyed from the City to the Developer on an "AS IS" condition and basis with all faults and the Developer agrees that the City has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Developer and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its elected and appointed officials, officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the City's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the Developer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8 and Section 2.9 below. This release includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR

PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (viii) WITH RESPECT TO ANY OTHER MATTER, THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE DEVELOPER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY.

THE DEVELOPER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, DEVELOPER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Developer's Initials

_____

The waivers and releases by the Developer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.9 Environmental.

2.9.1 Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. The City hereby discloses the following information for the Property, or portions of the Property:

The City acquired the Property in or about 2005, from ConocoPhillips Company ("Conoco"). During the time Conoco owned the Property, it discovered the release of motor fuel hydrocarbons

and other Hazardous Substances on, at or under the Property originating from its activities or the activities of its predecessors in interest.

Conoco prepared a remedial action plan ("RAP") for the Property, which was approved by the Los Angeles Regional Water Quality Control Board ("RWQCB") on or about October 6, 2003. Under the RAP, an ozone groundwater treatment system was installed on the Property to remediate fuel hydrocarbon-impacted groundwater. Operation of the system began on November 24, 2008, and discharges micro-encapsulated ozone below the groundwater table to remediate impacted groundwater.

A Notice of Termination Request was submitted to the California Regional Water Quality Control Board on April 17, 2013, and the Termination of General Waste Discharge Requirements was obtained from the State RWQCB on April 26, 2013.

On April 15, 2014, the Los Angeles RWQCB provided the City with a letter indicating that the underground storage tank release at the Property met the low threat criteria for case closure.

On October 13, 2014, the City received a no further action letter from the RWQCB for the Property.

The Parties acknowledge that the City will not be conducting a public records search of the RWQCB's or any other regulatory agency files, although the City urges Developer to do so to satisfy itself regarding the environmental condition of the Property. By execution of this Agreement, Developer (i) acknowledges it receipt of the foregoing notice given pursuant to Cal. Health & Safety Code section 25359.7; (ii) acknowledges that it will have an opportunity to conduct its own independent review and investigation of the Property prior to the Close of Escrow; (iii) agrees to rely solely on its own experts in assessing the environmental condition of the Property and its sufficiency for its intended use; and (iv) waives any and all rights Developer may have to assert that the Agency has not complied with the requirements of Health & Safety Code section 25359.7.

2.9.2 Investigation of Property. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant to make such investigations as Developer deems necessary, during the Due Diligence Period. Developer understands that regardless of the delivery by the City to the Developer of any materials, including, without limitation, third party reports, Developer will rely entirely on Developer's own experts and consultants in proceeding with this transaction.

2.9.3 Remediation of the Property. In the event that the Developer's investigations show that Hazardous Substances are present on, or under the Property at levels that are inappropriate for the anticipated use, then prior to the expiration of the Due Diligence Period, Developer may terminate this Agreement and thereupon Developer shall have no further obligations or liabilities hereunder and the City shall refund the balance of the Deposit to Developer or, in the alternative, Developer may elect to remediate the Property on its own, at its sole cost and expense, after close of escrow. Effective at the close of escrow and in furtherance of the indemnity obligations of Developer pursuant to Section 7.2 of this Agreement, to the extent permitted by law, the City hereby assigns and transfers to Developer any and all claims,

causes of action and rights of recovery against any person or entity for any release, discharge, migration or deposit of Hazardous Substances on, under or about the Property, including without limitation all claims, causes of action and rights of recovery against Conoco.

Any remedial work must be performed in a timely and safe manner and in accordance with applicable Governmental Requirements for the use of the Property. For purposes of this Agreement, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders, directives and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

2.10 Escrow Holder.

2.10.1 Escrow Holder is authorized and instructed to:

(a) Pay and charge the Developer for any fees, charges and costs payable by the Developer under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(b) Pay and charge the City for any fees, charges and costs payable by the City under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(c) Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow and this Agreement have been fulfilled by the City and the Developer; and

(d) Record the Grant Deed and any other instruments delivered through the Escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

2.10.2 Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer.

2.10.3 All communications from the Escrow Holder to the City or the Developer shall be directed to the addresses and in the manner established in Section 6.3 of this Agreement for notices, demands and communications between the City and the Developer.

2.10.4 The responsibility of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article, any amendments hereto, and any supplemental escrow instructions delivered to the Escrow Holder that do not materially amend or modify the express provisions of these escrow instructions.

ARTICLE 3
BILLBOARD LEASE

3.1 Billboard Lease.

3.1.1 City acknowledges the existence of that certain billboard lease with M&P Outdoor Advertising, LLC ("Lease"). A copy of the Lease is attached hereto as Exhibit D and incorporated herein by reference. City will retain all rights and interests in the Lease, including, without limitation, the right to receive all rent thereunder up to and through the Close of Escrow. After the Close of Escrow, Developer shall forward all rental income payments from the Lease to the City until the termination of the Lease. The City represents, warrants, and covenants the following:

a. To the best of the City's knowledge, the Lease will terminate on or before June 30, 2017; provided, however, that the Developer shall be responsible, at its sole cost and expense, for the removal of the billboard sign.

b. The City will not extend the term of the lease for any reason beyond the termination date.

c. Rent of $2,000 a month is collected ($1,000.00) per side.

d. A notification to Tenant of the purchase by Developer will be executed by City and will be delivered to Tenant from Escrow upon Close of Escrow.

e. In its discretion, Developer may request that the City deliver to and request from the Tenant an estoppel certificate certifying as to key terms of the Lease such as the rental rate and term. In the event Developer fails to request an estoppel certificate, the City shall not be liable for any of the representations set forth in this Section 3.1.1.

3.1.2 Developer shall not, partially or wholly obstruct the billboard during the term of the Lease. In the event that the billboard is partially or wholly obstructed Developer shall be responsible for any and all damages, and/or claims for damages brought by M&P Outdoor Advertising, or its successors and assigns, including any reduction in rent paid to the City as a result thereof.

ARTICLE 4
LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS

4.1 Limitation As To Transfer of the Property and Assignment of Agreement. Prior to the City's issuance of the Certificate of Completion (as defined in the Agency Agreement), the Developer may assign its rights and obligations under this Agreement to Forever Chestnut, LLC, a California limited liability company, any entity controlled by, or under common control with Developer or its manager, CT Realty Corporation, or to any entity owned or controlled by any institutional investor for which Developer, or CT Realty Corporation, is then acting as investment or development manager, without the City's prior consent, but only upon twenty (20) business days prior written notice to the City and pursuant to an assignment agreement by which

the assignee shall expressly assume all of the Developer's rights and obligations under this Agreement and otherwise in form and substance reasonably acceptable to City. Except as provided in the preceding sentence and prior to the City's issuance of the Certificate of Completion, the Developer shall not transfer its rights and obligations, in whole or in part, under this Agreement, or sell, assign, transfer, encumber, pledge or lease the Property, nor cause or suffer a change of more than 49% of the ownership interests in Developer, directly or indirectly, in one or a series of transactions, without the City's prior written consent, which consent may be granted or withheld in the sole and absolute discretion of the City. The Developer acknowledges that the identity of the Developer is of particular concern to the City, and it is because of the Developer's identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement in violation of the terms hereof. Notwithstanding any provision contained herein to the contrary, this prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Project, or any mortgage or deed of trust permitted by this Agreement. Upon the City's issuance of the Certificate of Completion, the Developer may transfer the Property to a transferee without restriction so long as the transferee agrees to all of the applicable covenants and conditions set forth in Article 5 of this Agreement. Any assignment or other transfer by Developer prior to issuance of the Certificate of Completion shall not release Developer from any of its obligations under this Agreement.

4.2 Security Financing; Right of Holders.

4.2.1 No Encumbrances Except Mortgages, Deeds of Trust, Conveyances or Other Conveyance for Financing For Development.

(a) Notwithstanding Section 4.1 or any other provision herein to the contrary, only mortgages, deeds of trust, sales and leasebacks, or any other form of encumbrance, conveyance, security interest or assignment required for any reasonable method of construction and permanent financing are permitted prior to the issuance of a Certificate of Completion, but only for the purpose of securing loans of funds to be used for the purchase of the Property or financing the direct and indirect costs of the development of the Project (including reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs), and each such loan secured by the Property shall expressly allow for its prepayment or assumption (upon payment of a market standard prepayment or assumption fee) by and at the option of the City upon the exercise of its option to purchase provided in Section 5.7.

(b) The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in real estate acquisition, construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

4.2.2 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. Whenever the City shall deliver a notice or demand to the Developer with respect to any Default by the Developer in completion of development of the Project or otherwise, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any first mortgage, deed of trust or other security

interest authorized by this Agreement who has previously made a written request to the City for special notice hereunder (a "**Holder**"). No notice of Default to the Developer shall be effective against any such Holder unless given to such Holder as aforesaid. Such Holder shall (insofar as the rights of the City are concerned) have the right, at such Holder's option, within sixty (60) days after receipt of the notice, to cure or remedy any such Default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that if longer than sixty (60) days is required to cure such Default, such longer period shall be granted to Holder, provided that Holder diligently pursues such cure during such longer period. If such Default shall be a default which can only be remedied or cured by such Holder upon obtaining possession of the Property, such Holder shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such Default within a reasonable period of time as necessary to remedy or cure such Default of the Developer. If such Default shall be a default as to or by Developer which cannot be cured, City shall not seek to enforce the same against Holder and Holder shall not be subject thereto.

4.2.3 Noninterference with Holders. The provisions of this Agreement do not limit the right of Holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Property and the improvements thereon, or the right of Holders to pursue any remedies for the enforcement of any pledge or lien encumbering the Property; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Property, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

ARTICLE 5
USE OF THE PROPERTY

5.1 Use. The Developer covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assigns shall use the Property, and every part thereof, only for the construction of the Project thereon, and thereafter for any use permitted by applicable laws. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with this Agreement, the Developer shall be relieved of any further responsibility under this Section 5.1 as to the Property so conveyed.

5.2 Maintenance of the Property. After completion of the Project, Developer shall maintain the Property and the Project (including landscaping) in a commercially reasonable condition and repair to the extent practicable and in accordance with industry health and safety standards. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.2 as to the Property so conveyed.

5.3 Obligation to Refrain from Discrimination. The Developer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Developer (itself or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.3 as to the Property so conveyed.

5.4 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

5.4.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.4.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.4.3 In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.5 Restrictive Covenant. In order to insure the Developer's compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the City.

5.6 Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Developer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the Developer:

(1) The use and non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the City, or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

ARTICLE 6
EVENTS OF DEFAULT, REMEDIES AND TERMINATION

6.1 Developer Events of Defaults. Occurrence of any or all of the following, if uncured after the expiration of any applicable cure period, shall constitute a default ("**Developer Event of Default**") under this Agreement:

6.1.1 The Developer's sale, lease, or other transfer, or the occurrence of any involuntary transfer, of the Property or any part thereof or interest therein in violation of this Agreement; or

6.1.2 Filing of a petition in bankruptcy by or against the Developer or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, and the failure of the Developer to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days;

6.1.3 The Developer's failure to perform any requirement or obligation of Developer set forth herein, on or prior to the date for such performance set forth herein (subject to delays pursuant to Section 7.9), and, so long as such failure is not caused by any wrongful act of the City, the Developer's failure to cure such breach within thirty (30) days after receipt of written notice from the City of the Developer's breach; or

6.1.4 The Developer's failure to deposit with Escrow Holder the Deposit or the balance of the Purchase Price as required by Section 2.2.

6.2 City Events of Default. Occurrence of any or all of the following, if uncured after the expiration of the applicable cure period, shall constitute a default ("**City Event of Default**", and together with the Developer Event of Default, a "**Default**") under this Agreement:

6.2.1 The City, in violation of the applicable provision of this Agreement, fails to convey the Property to Developer at the Close of Escrow; or

6.2.2 The City breaches any other material provision of this Agreement.

Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period) or if a cure is not possible within the thirty (30) day period, to begin such cure and diligently prosecute the same to completion, which shall, in any event, not exceed one hundred eighty (180) days from the date of receipt of the notice to cure.

6.3 Remedies in the Event of Default.

6.3.1 Remedies General. In the event of a breach or a default under this Agreement by either Developer or City, prior to the Close of Escrow, the non-defaulting party shall have the right to terminate this Agreement by providing ten (10) days written notice thereof to the defaulting party. If such breach or default is not cured within such ten (10) day period (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period), this Agreement and the Escrow for the purchase and sale of the Property shall terminate, and if Developer is the non-defaulting party, Developer shall thereupon promptly receive a refund of the Deposit and all interest accrued thereon. Except as herein otherwise expressly provided, such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

In the event of a Default under this Agreement after the Close of Escrow, the non-defaulting party may seek against the defaulting party any available remedies at law or equity, including but not limited to the right to receive reimbursement for its documented out-of-pocket costs relating to this purchase transaction or to pursue an action for specific performance, but in no event shall such non-defaulting party be entitled to receive any consequential or special damages.

IF THE DEVELOPER FAILS TO COMPLETE THE ACQUISITION OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF THE DEVELOPER, IT IS AGREED THAT THE DEPOSIT SHALL BE NON-REFUNDABLE AND THE CITY SHALL BE ENTITLED TO SUCH DEPOSIT, AND ANY DISPOSITION COSTS, WHICH AMOUNTS SHALL BE ACCEPTED BY THE CITY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS THE CITY'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNTS CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. THE CITY AND DEVELOPER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES THE CITY WOULD SUFFER UPON THE DEVELOPER'S FAILURE TO COMPLETE ITS ACQUISITION OF THE PROPERTY. THE DEVELOPER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND THE DEVELOPER AND CITY DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE THE CITY'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH, THE DEVELOPER AND CITY AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

_____ _____
City Developer

6.3.2 Liberal Construction. The rights established in this Agreement are to be interpreted in light of the fact that the City will convey the Property to the Developer for development and operation of the Project thereon and not for speculation in undeveloped land or for construction of different improvements. The Developer acknowledges that it is of the

essence of this Agreement that the Developer is obligated to complete all Improvements comprising the Project.

6.4 No Personal Liability. Except as specifically provided herein to the contrary, no representative, employee, attorney, agent or consultant of the City shall personally be liable to the Developer, or any successor in interest of the Developer, in the event of any Default or breach by the City, or for any amount which may become due to the Developer, or any successor in interest, on any obligation under the terms of this Agreement.

6.5 Legal Actions.

6.5.1 Institution of Legal Actions. Any legal actions brought pursuant to this Agreement must be instituted in either the Superior Court of the County of Los Angeles, State of California, or in an appropriate municipal court in that County.

6.5.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.5.3 Acceptance of Service of Process. If any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Manager or City Clerk of the City, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer, or in such other manner as may be provided by law, whether made within or without the State of California.

6.6 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Default or any other Default by the other party.

6.7 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7
GENERAL PROVISIONS

7.1 Insurance.

7.1.1 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall obtain (or cause the General Contractor to obtain), at the Developer's sole cost and expense, and shall maintain in force until completion of construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City, broad form commercial general public liability

insurance, insuring the Developer and the City against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, condition, or operation of the Property and the Improvements thereon, which insurance shall provide combined single limit protection of at least Two Million Dollars ($2,000,000.00), and include contractual liability endorsement. Such insurance shall name the City, as additional insureds.

7.1.2 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall also obtain, or cause to be obtained, at the Developer's sole cost and expense, and shall maintain in force until completion of the construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a reputable and financially responsible insurance company reasonably acceptable to the City, and (ii) workers' compensation insurance covering all persons employed in connection with work. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

7.1.3 Prior to the commencement of any demolition or construction work on the Property by the Developer, the Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Property carries workers' compensation insurance as required by law.

7.1.4 With respect to each policy of insurance required above, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on the insurance carrier's form setting forth the general provisions of the insurance coverage. The required certificate shall be furnished by the Developer prior to commencement of any demolition or construction work on the Property.

7.1.5 All such policies required by this Section shall be nonassessable and shall contain language to the effect that (i) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the City, and (ii) the City shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the City. The provisions of this Section shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

7.2 Indemnity.

From and after the Close of Escrow, Developer hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the City's choosing, the City and any and all officials, officers, agents, employees, attorneys and representatives of the City (collectively "City Representatives"), and each of them, from and against all losses, liabilities, claims, damages, penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and demands of any nature whatsoever, including

attorneys' fees (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with the Developer's use, ownership, management, occupancy or possession of the Property; any breach or Default of Developer hereunder; any of the Developer's activities on the Property (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), including without limitation, the construction of the Improvements on the Property; the presence or clean-up of Hazardous Substances on, in or under the Property to the extent the same was caused by Developer or Developer's affiliates, agents or employees; Developer's obligation upon Developer's acquisition of the Property to remediate the existing Hazardous Substances thereon so that the Property is in compliance with all applicable environmental laws relating to the anticipated use of the Property, the construction of any improvements on the Property, or the use or condition of any such improvements; any other fact, circumstance or event related to the Developer's performance hereunder of any covenant to be performed following the closing, or which may otherwise arise from the Developer's ownership, use, possession, improvement, operation or disposition of the Property after the Closing, regardless of whether such damages, losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement. This indemnification requires Developer to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, related directly or indirectly to, or arising out of or in any way connected with any existing or future Hazardous Substances on the Property after the acquisition thereof by Developer. Developer's obligation to defend shall arise regardless of any claim or assertion that the Agency and/or City caused or contributed to the Losses and/or Liabilities. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by nationally recognized overnight courier or by personal delivery (including by commercial messenger service) or by facsimile transmission. Notices shall be considered given upon the earlier of (a) personal delivery, (b) three (3) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, (c) the next business day after deposit with a nationally reorganized overnight courier, (d) on the day of facsimile transmission, in each instance addressed to the recipient as set forth below. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

City:	City of Industry 15625 East Stafford Street, Suite 100 City of Industry, California 91744 Attention: Paul Philips, City Manager Facsimile: (626) 961-6795
with a copy to:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso

Developer: CT Chestnut LLC
c/o CT Realty Corporation
65 Enterprise, Suite 150
Aliso Viejo, California 92656
Attention: Michael W. Traynham
Facsimile: (949) 330-5571

7.4 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

7.5 Developer's Warranties. The Developer warrants and represents to the City as follows:

7.5.1 The Developer has full power and authority to execute and enter into this Agreement and to consummate the transaction contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Developer, enforceable in accordance with its terms subject to bankruptcy, insolvency of other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Developer is a party.

7.5.2 As of the Close of Escrow, the Developer will have inspected the Property and will be familiar with all aspects of the Property and its condition, and will accept such condition.

7.5.3 The Developer has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

7.6 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires.

7.7 Time of the Essence; Definition of Business Day. Time is of the essence of this Agreement. For purposes of this Agreement, "business day" means any day other than Saturday, Sunday or a holiday observed by national or federally chartered banks. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (California time) on such date or dates, and references to "days" shall refer to calendar days except if such references are to business days. Any event specified to occur on a non-business day shall be extended automatically to the end of the first business day thereafter.

7.8 Attorneys' Fees. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

7.9 Enforced Delay: Extension of Times of Performance. Notwithstanding anything to the contrary in this Agreement, unexcused failure to commence construction of the Improvements on or prior to the Commencement Date, as defined in the Agency Agreement, or to complete construction of the Improvements on or prior to the Completion Date, as defined in the Agency Agreement, shall constitute a Default hereunder as herein set forth; provided, however, nonperformance of such obligations or any other obligations to be performed hereunder shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of the party responsible for such performance: (i) war, insurrection, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, governmental restriction, litigation, acts or failures to act of any governmental or quasi-governmental agency or entity, including the City, or public utility, or any declarant under any applicable conditions, covenants, and restrictions affecting the Property, or (ii) inability to secure necessary labor, materials or tools, strikes, lockouts, delays of any contractor, subcontractor or supplier or (iii) other matters generally constituting a force majeure event in circumstances similar to those contemplated by this Agreement (but which shall not in any event include the availability of financing to construct the Improvements). In the event of an occurrence described in clauses (i), (ii) or (iii) above, such nonperformance shall be excused and the time of performance shall be extended by the number of days the matters described in clauses (i), (ii) or (iii) above materially prevent or delay performance.

7.10 Approvals by the City and the Developer. Unless otherwise specifically provided herein, wherever this Agreement requires the City or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, conditioned or delayed.

7.11 Developer's Private Undertaking. The development covered by this Agreement is a private undertaking, and the Developer shall have full power over and exclusive control of the Property while the Developer holds title to the Property; subject only to the limitations and obligations of the Developer under this Agreement.

7.12 Entire Agreement, Waivers and Amendments. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the Developer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the City.

7.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.14 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.15 Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

7.16 Representations of City. The City warrants and represents to the Developer as follows:

(a) The City has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms subject to bankruptcy, insolvency and other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the City is a party.

(b) As of the Effective Date and the Close of Escrow, the Property is not presently the subject of any condemnation or similar proceeding, and to the City's knowledge, no such condemnation or similar proceeding is currently threatened or pending.

(c) As of the Close of Escrow, there are no management, service, supply or maintenance contracts affecting the Property which shall affect the Property on or following the Close of Escrow.

(d) The City has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and the City has not dealt with any broker or finder purporting to act on behalf of the City or otherwise.

(e) As of the Close of Escrow, there are no leases or other occupancy agreements affecting the Property, with the exception of the billboard lease, as set forth in Article 3, which shall affect the Property on or following the Close of Escrow.

(f) As of the Close of Escrow and to the actual knowledge of the City, the City has not received any written notice from any governmental entity regarding the violation of any law or governmental regulation with respect to the Property.

7.17 Developer's Broker(s). Developer shall pay all commissions and fees that may be payable to any broker, finder or salesperson engaged by Developer, and shall defend, indemnify and hold City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses relating thereto.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year first above written.

DEVELOPER

CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

CITY OF INDUSTRY

By:_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
James M. Casso, City Attorney

LIST OF EXHIBITS

Exhibit "A" Legal Description of the Property

Exhibit "B" Form of Grant Deed

Exhibit "C" Form of Right of Entry Agreement

Exhibit "D" Billboard Lease

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT No. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT No.1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP No.113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING

COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

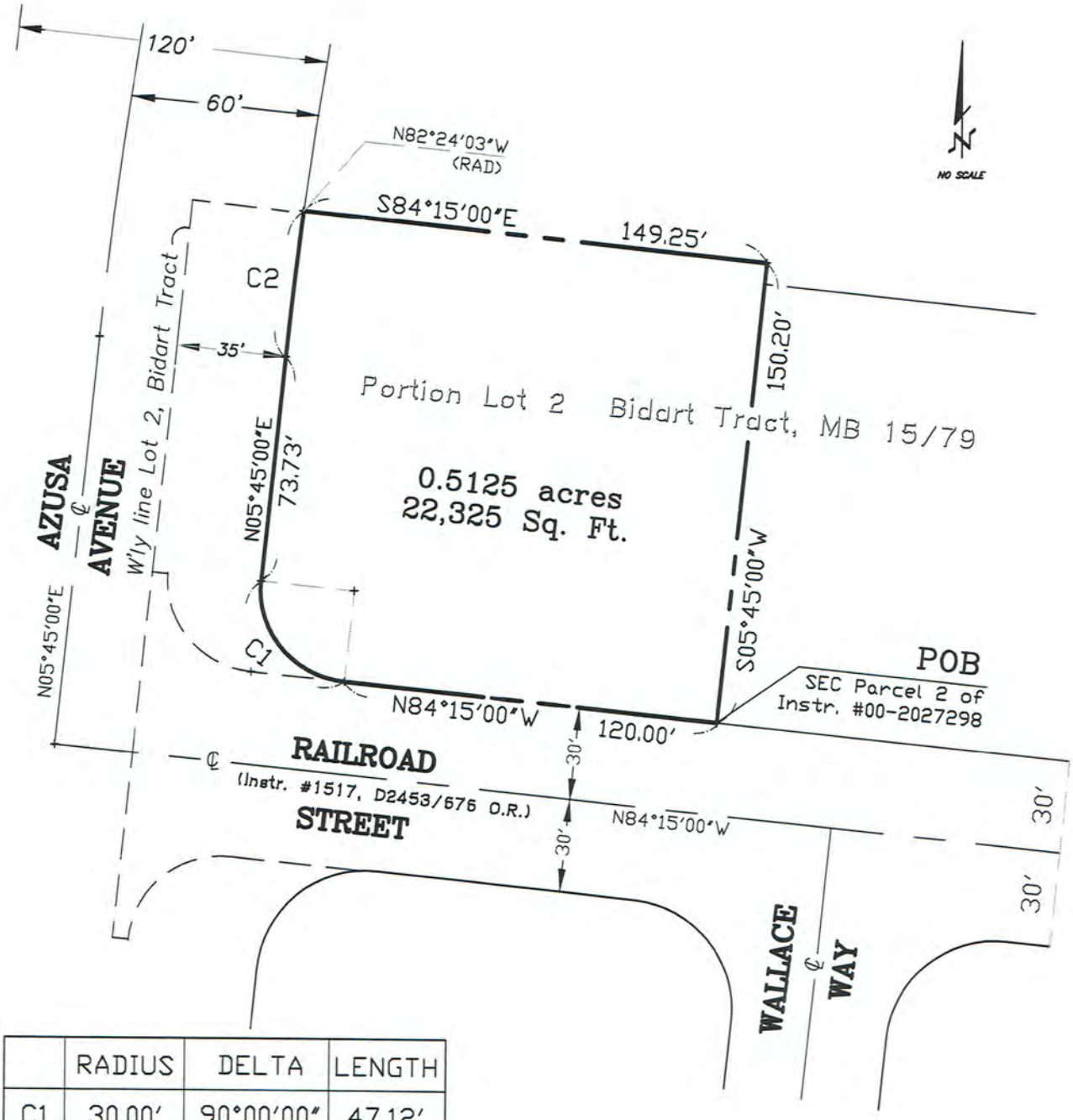
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: City Clerk

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]

GRANT DEED

Documentary Transfer Tax: $_____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **CITY OF INDUSTRY** (the "**Grantor**"), hereby grants to **CT CHESTNUT LLC**, a Delaware limited liability company (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all of Grantor's right, title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase Agreement [_____] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of _____, 2016, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. The Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants and agrees for itself, and its successors and its assigns, that the Grantee, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of certain improvements thereon as described in the Agreement and thereafter for any use allowed under applicable law.

2. The Site is conveyed subject to the condition that:

(a) The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, that after completion of the Project (as defined in the Agreement), the Grantee and the Grantee's transferees, successors and assigns, shall maintain the Site and the Project (including landscaping) in a commercially reasonable condition and repair for a period of fifteen (15) years, and following construction of certain improvements thereon shall use the Site for any such uses as are allowed under applicable law.

(b) The Grantee covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

3. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of

the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(c) In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

4. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or

remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The covenants contained in Paragraphs 2 and 3 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

6. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 20__.

GRANTOR: CITY OF INDUSTRY

By:_____
Name: Mark D. Radecki
Title: Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

GRANTEE: CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

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 Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Attached.)

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT No. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT No.1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP No.113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING

COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

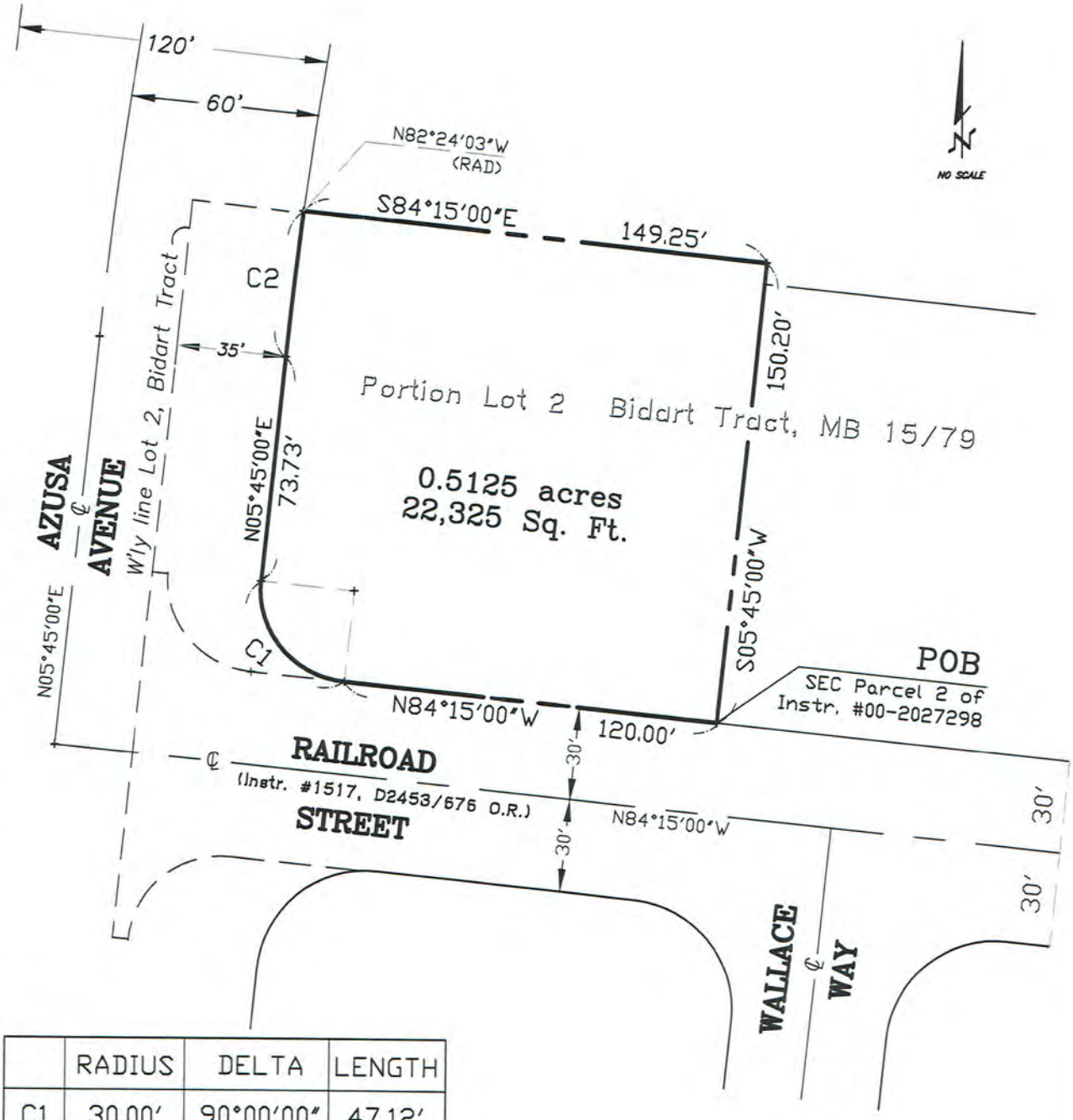
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "C"

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "**Agreement**") is made and entered into as of _____, 2016, by the **SUCCESSOR CITY OF INDUSTRY** , a public body, corporate and politic (herein called "**Grantor**"), and **CT CHESTNUT LLC**, a Delaware limited liability company (herein called "**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by reference (herein called the "**Property**");

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Purchase Agreement related to the Property (the "**Purchase Agreement**");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "**Due Diligence Activities**") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the expiration of the Due Diligence Period (as defined in the Purchase Agreement); or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "**Grantee's Designees**") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the

Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (y) consequential or punitive damages; or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within ten (10) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before the expiration of the Due Diligence Period, as defined in the Purchase Agreement.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than One Million Dollars ($1,000,000.00), and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

7. Assignment. This Agreement may be assigned by Grantee, in whole or in part.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Address for notices: CT Chestnut LLC
c/o CT Realty Corporation
65 Enterprise, Suite 150
Aliso Viejo, California 92656
Attention: Michael W. Traynham
Facsimile: (949) 330-5571

(Signatures continued)

GRANTOR:

CITY OF INDUSTRY

By: _____
Name: Mark D. Radecki
Title: Mayor

Address for notices: City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Paul Philips, City Manager
Telephone: (626) 333-1480
Facsimile: (626) 336-4273

With a copy to: Casso & Sparks, LLP
13200 Crossroads Parkway
North, Suite 345
City of Industry, CA 91746
Attn.: James M. Casso, Esq.
Telephone: (626) 269-2980

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Attached.)

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

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COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

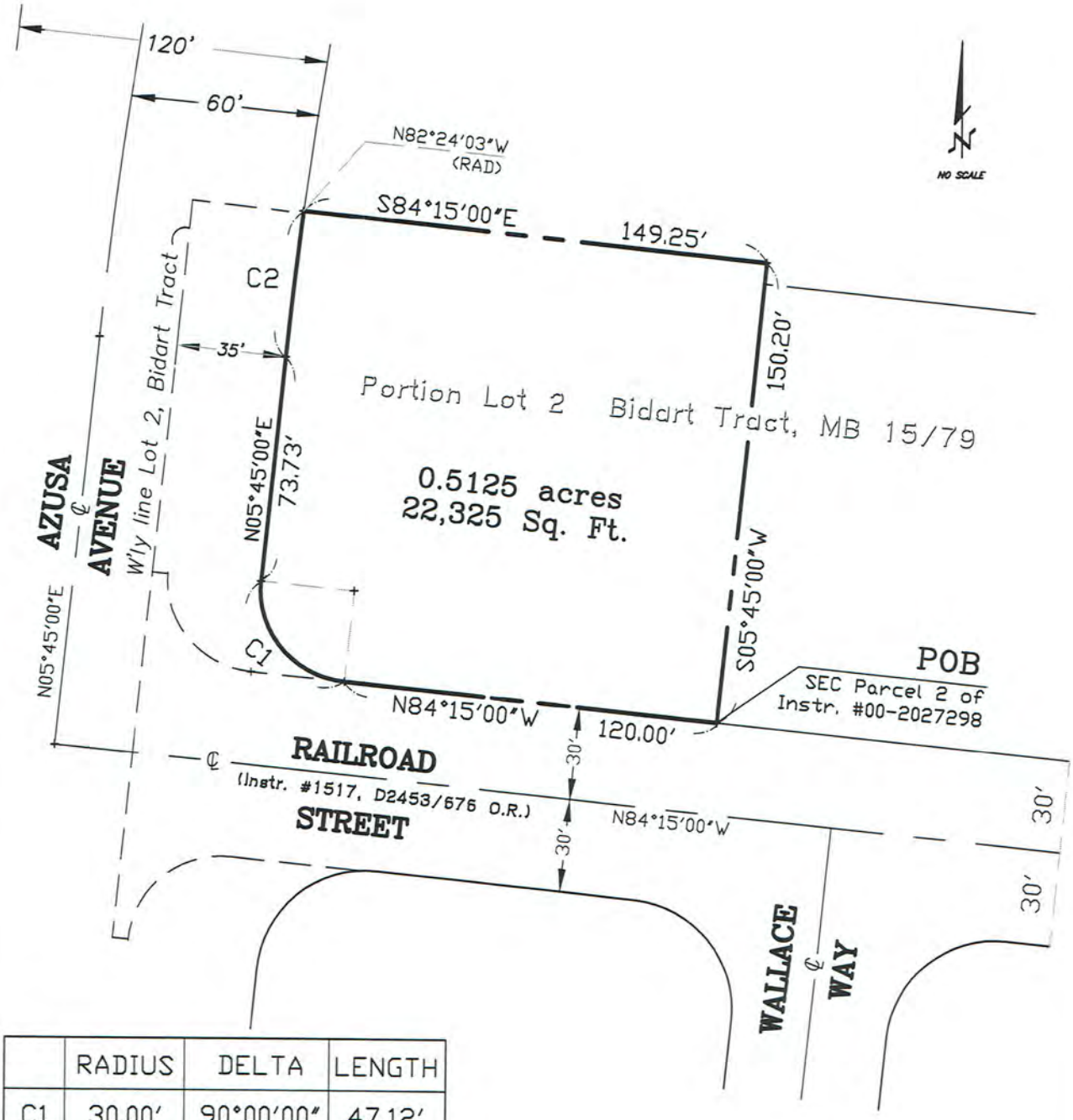
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "D"

BILLBOARD LEASE

[Attached]

M&P OUTDOOR ADVERTISING, LLC

42 Via Paradiso
Henderson, Nevada 89011
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

City: Industry State: California Date

1. The undersigned Lessor hereby Leases exclusively to M&P OUTDOOR ADVERTISING (Lessee) subject to cancellation by either party only as herein provided the use of the following described premises and full right of access to the premises for the purpose of maintaining printed or illuminated advertising signs (14x48' sign face) Including necessary structures, devices and connections:

   APN: 8264-025-002
   LOCATION: Azusa Blvd & Railroad Street N.E.

   Situated in the City of Industry, County of Los Angeles, State of California for a period of Ten (10) years from date construction of the sign structure is completed..

2. The consideration shall be One Thousand Dollars ($1000.00) per month per face, payable by Lessee monthly in advance, commencing the first day of each month after the sign is constructed.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the premises.

4. Lease shall continue in full force and effect for its term and thereafter on a month-to-month basis until terminated by either party giving 30 days' written notice thereof. If this Lease is for a portion of land which is unimproved, Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building and Lessee's sign structure would interfere with placing of same, Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given and the consideration described in the sentence which follows immediately is paid. The Lessor will upon giving such notice of commencement of construction, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/60th of such cost for each full month of this Lease prior to the notice of termination. If the Lessor fails to commence the erection of the private commercial or residential building within ninety (90) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to relocate its signs on the remaining portion on the same terms. At the expiration of the full term of this Lease, Lessor shall not have any obligation to pay compensation of any nature to Lessee.

5. If the view of the property or advertising sign or signs is partially of wholly obstructed, or the advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law or if permits are not obtained or once obtained, canceled or revoked, the Lessee may immediately at its option either reduce rental in direct proportion to the diminution in value as a result of such obstruction, impairment, prevention or restriction of use, or cancel this agreement and receive all rent paid for the unexpired term of this Lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

6. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the properly or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee. may itself remove the obstruction charging the cost of said removal to the Lessor or the Lessee may reduce the rental herein paid to the sum of Five Dollars ($5.00) per year so long as such obstruction continues.

7. The Lessee is and shall remain the owner of all signs, building permits, governmental approvals and improvements placed by it upon Lessor's property.

8. The Lessor represents that they are the owner of the above described property and has the authority to make this Lease and grant the rights herein provided.

9. The word "Lessor" as herein used shall include all 'Lessors." This Lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. In the event of any litigation to determine the rights of either party under this Lease or to construe the said Lease, or the obligations of either party in regard hereto, the prevailing party shall be entitled to reasonable attorney's fees and all court costs.

11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents. or employees, unless the same are incorporated in this Lease.

12. The parties agree that in the event of any conflict between the printed form of this Lease and any rider or addendum hereto, the language contained in such rider or addendum shall govern and prevail.

13. The lessor will have the right of approval as to all advertising that includes nudity, profanity, or deemed lewd, crude or offensive.

14. Lessee will not display any advertising that is in direct competition with current or future tenants of Lessor.

15. Throughout the term of this Lease, Lessee shall maintain liability insurance with policy limits of not less than a combined single limit of Two Million Dollars ($2,000,000.00) and naming Lessor as an additional insured.

M&P OUTDOOR ADVERTISING, LLC
42 Via Paradiso
Henderson, Nevada 89011
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

Accepted: M&P Outdoor Advertising, LLC
a California Limited Liability Company

By:

Lessor:

By:

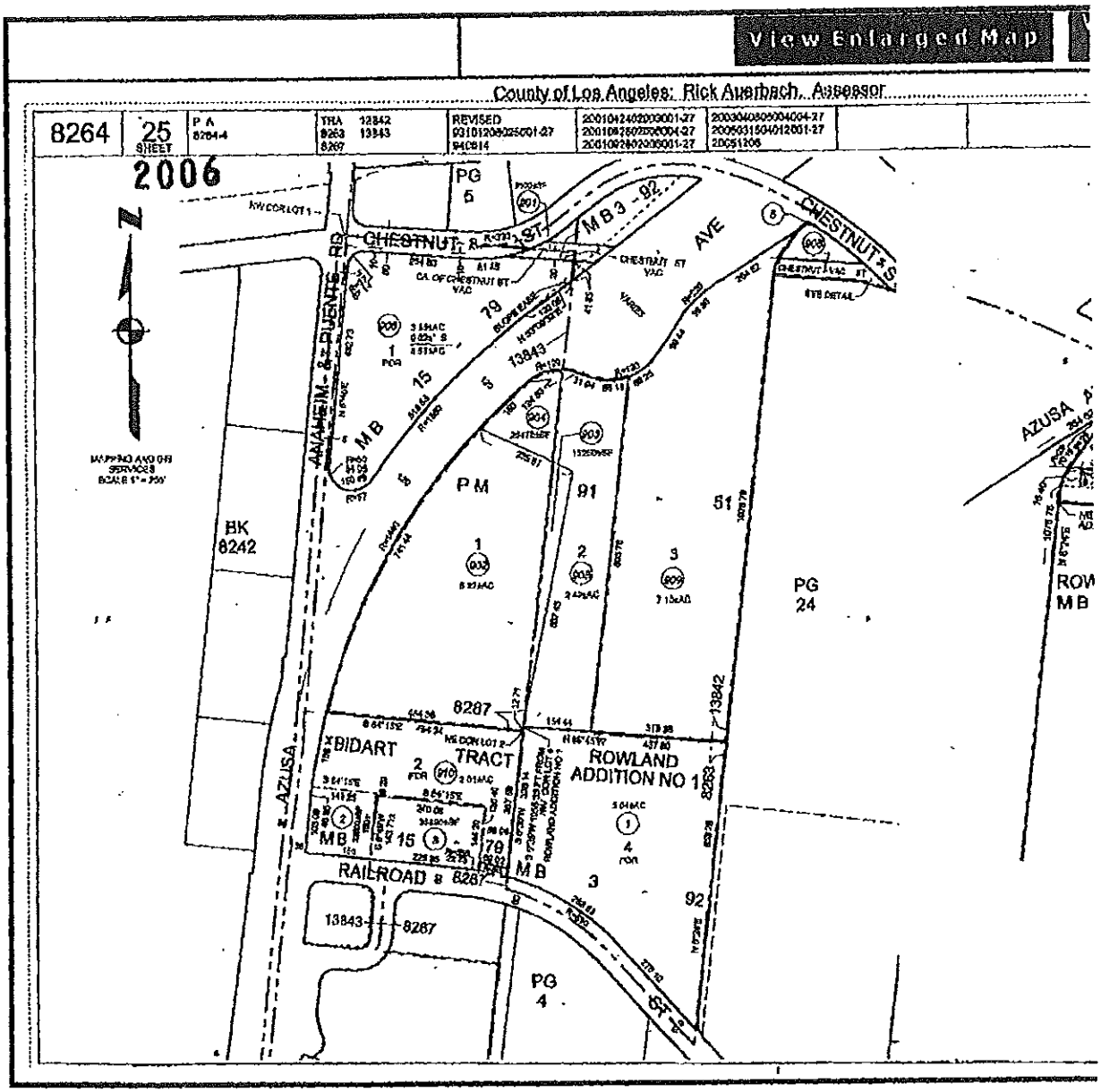
Name: David Perez, Mayor

Address:

CITY OF INDUSTRY
P.O. Box 3366
City of Industry, CA 91744

View Enlarged Map

County of Los Angeles: Rick Auerbach, Assessor



Addendum to Lease Agreement

Addendum to Lease Agreement by and between M & P Outdoor Advertising, LLC and the City of Industry, California regarding the property located at Azusa Avenue and Railroad Street N/E.

Paragraph 4 line 8 of the Lease Agreement is amended as follows:

> removal of Lessee's sign not to exceed $72,000.00, less 1/60th of such cost for each full month of this lease prior to the notice of termination.

Paragraph 5 line 3 of the following wording is deleted:

> at its option either reduce rental in direct proportion to the diminution in value.

The following three paragraphs are added to the Lease Agreement:

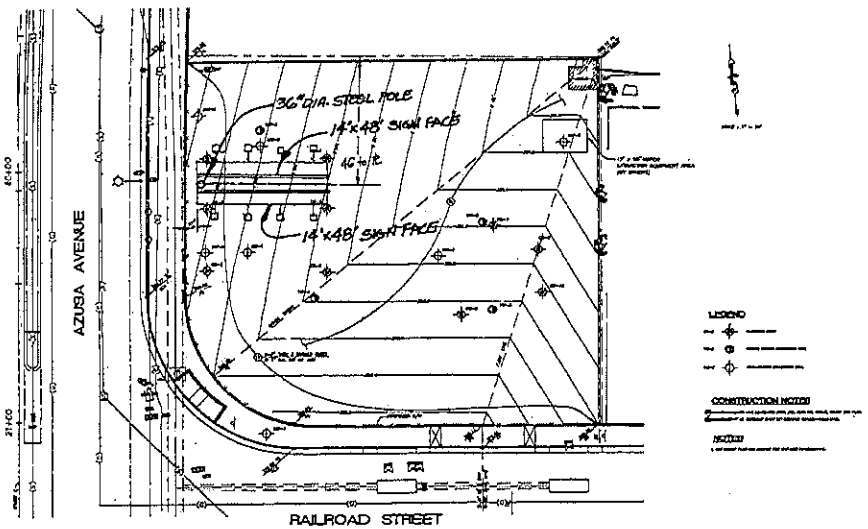
1. Lessee shall arrange and pay for providing a supply of electrical power to the sign or signs and shall be responsible for the cost of all electrical power used in the construction, operation and maintenance of the sign or signs.

2. Lessee, at its own cost and expense, shall keep and maintain the sign or signs and all facilities appurtenant to the sign or signs in good order and repair and in as safe, clean and attractive condition as when erected, and shall promptly repair any damage to the sign or signs as a result of graffiti, vandalism, storms and weather, or other causes. If Lessee fails to do so for any period of 30 or more days after receipt from Lessor of a notice to maintain the sign or signs, then Lessor shall have the option to repair the sign or signs and recoup the costs from Lessee or to demolish and remove the sign or signs at Lessee's expense.

3. Lessee, at Lessee's own cost and expense, shall comply with the statutes, ordinances, regulations, and requirements of all governmental entities, whether Federal, State, County, or local relating to Lessee's use of the premises, whether those statues, ordinances, regulations, or requirements are now in force or are yet to be enacted. The judgement of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statue, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Agreement by Lessor.

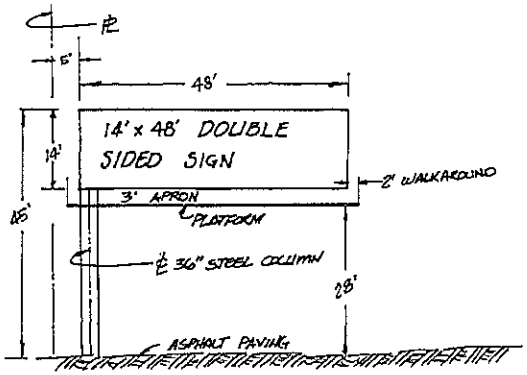
Accepted:

M & P Outdoor Advertising, LLC Lessee	City of Industry Lessor
By: _____	By: _____
Date: 2/2/07	Date: JAN 25 2007



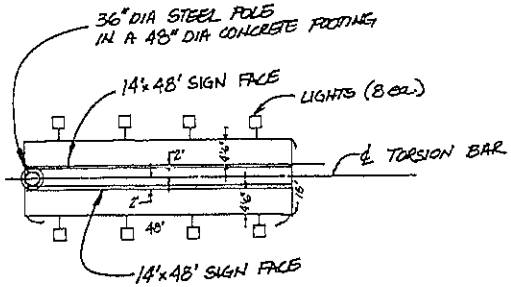
SITE PLAN

Scale 1" = 20'



SIGN ELEVATION

Scale 1" = 10'



SIGN DETAIL

Scale 1" = 10'

PROPERTY ADDRESS:
948 Azusa Avenue
City of Industry, CA. 91744

NOTE:
The plan showing the proposed asphalt paving over this parcel was prepared by CNC Engineering entitled "Parking Lot Grading Plan" dated June 2006. It shows the approximate location of the existing groundwater monitoring wells. Their exact location should be verified.

NO.	DATE	REVISIONS	CK. BY

PLOT PLAN

CHECKED BY
DATE

JOB NO.:

SHT. 1 OF 1

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Sale of property located at 948 Azusa, City of Industry, California

Project Location - Specific: 948 Azusa, City of Industry, California (APN 8264-025-911)

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The project is the sale of a vacant parcel owned by the City of Industry to CT Chestnut LLC, a Delaware limited liability company.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: CT Chestnut, LLC

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. *State type and section number:*
☐ Statutory Exemptions. *State code number:*
☑ General Rule Exemption (Sec. 15061): *State type and section number:* 15061(b)(3)

Reasons why project is exempt: Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Lead Agency
Contact Person: Troy Helling Telephone: (626) 333-2211

Signature: _____ Date:

Title: Senior Planner

PURCHASE AGREEMENT
948 S. AZUSA AVE., CITY OF INDUSTRY, CA

CITY OF INDUSTRY, a municipal corporation
"**City**"

CT CHESTNUT LLC,
a Delaware limited liability company
"**Developer**"

_____, 2016

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PURCHASE AGREEMENT
948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA

THIS PURCHASE AGREEMENT for the property located at 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA (this "**Agreement**"), dated as of _____, 2016 (the "**Effective Date**") is entered into by and between the **CITY OF INDUSTRY, a municipal corporation** (the "**City**"), and **CT CHESTNUT LLC**, a Delaware limited liability company (the "**Developer**"). The City and the Developer are hereinafter sometimes individually referred to as a "**party**" and collectively referred to as the "**parties**".

R E C I T A L S

This Agreement is entered into with reference to the following facts:

A. The City owns the fee interest in that certain real property located in the City of Industry, County of Los Angeles, State of California, consisting of approximately 22,330 square feet of land and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (such real property is referred to herein as the "**Property**").

B. In addition, the Successor Agency to the Industry Urban-Development Agency ("**Agency**") and Developer previously entered into that certain Purchase Agreement [East Side of Azusa North of Railroad Street and 17300 Chestnut Road] dated March 10, 2015, as amended by that certain (i) Consent to Extension of Due Diligence Period dated May 11, 2015, (ii) Second Consent to Extension of Due Diligence Period dated June 1, 2015, (iii) Third Consent to Extension of Due Diligence Period dated July 29, 2015, and (iv) Fourth Amendment to Purchase Agreement dated as of October 8, 2015 (collectively the "**Agency Agreement**"), with respect to the real property located adjacent to the Property on the East Side of Azusa, North of Railroad Street and 17300 Chestnut Street in the City of Industry, California, which is more particularly described in the Agreement (the "**Agency Property**").

C. The Developer wishes to acquire fee title to the Property from the City to enable the Developer to utilize the Property to construct certain improvements, as set forth in the Agency Agreement (the "**Project**").

D. Development of the Project will assist in the elimination of blight, provide jobs, and substantially improve the economic and physical conditions in the City, and is in the best interests of the City, and the health, safety and welfare of the residents and taxpayers of the City.

E. A material inducement to the City to enter into this Agreement is the agreement by the Developer to develop the Project within a limited period of time, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the Developer to develop the Project within such period of time.

NOW, THEREFORE, in reliance upon the foregoing Recitals, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1.1 Agreement means this Purchase Agreement.

1.1.2 City means the City of Industry, a municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California. The principal office of the City is located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744.

1.1.3 Close of Escrow and Closing are defined in Section 2.3.2.

1.1.4 Deemed Disapproved Exceptions is defined in Section 2.5.2.

1.1.5 Default is defined in Section 5.2.

1.1.6 Deposit is defined in Section 2.2.1.

1.1.7 Developer means CT Chestnut LLC, a Delaware limited liability company. The principal office of the Developer for purposes of this Agreement is c/o CT Realty Corporation, 65 Enterprise, Aliso Viejo, California 92656.

1.1.8 Disapproved Exceptions is defined in Section 2.5.2.

1.1.9 Disapproval Notice is defined in Section 2.5.2.

1.1.10 Due Diligence Period is defined in Section 2.7.

1.1.11 Escrow is defined in Section 2.3.1.

1.1.12 Escrow Holder means First American Title Insurance Company. The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: pbeverly@firstam.com.

1.1.13 Grant Deed is defined in Section 2.5.3.

1.1.14 Hazardous Materials means any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, 42 U.S.C. § 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term "**Hazardous Materials**" shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the close of any escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyl's; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

1.1.15 Holder is defined in Section 3.2.2.

1.1.16 Outside Date is defined in Section 2.3.2.

1.1.17 Project is defined in Recital C.

1.1.18 Property is defined in Recital A.

1.1.19 Purchase Price is defined in Section 2.1.

1.1.20 Released Parties is defined in Section 2.8.

1.1.21 Review Period is defined in Section 2.5.2.

1.1.22 Right of Entry Agreement is defined in Section 2.7.

1.1.23 [Intentionally Left Blank]

1.1.24 Survey is defined in Section 2.5.1.

1.1.25 Title Company is defined in Section 2.5.4.

1.1.26 Title Policy is defined in Section 2.5.4.

1.1.27 Title Report is defined in Section 2.5.1.

1.1.28 Transaction Costs means all costs incurred by either party in entering into this transaction and closing Escrow, including but not limited to escrow fees and costs, attorney's fees, staff time, appraisal costs, and costs of financial advisors and other consultants.

ARTICLE 2
PURCHASE AND SALE OF THE PROPERTY

2.1 Purchase and Sale. The City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for the sum of Eight Hundred Eighty Thousand Dollars ($880,000.00) (the "**Purchase Price**"). The parties acknowledge and agree that the Purchase Price equals approximately Forty Five Dollars ($45.00) per square foot based on a net usable land area comprising the Property of approximately 19,602 square feet (19,602 square feet represents the net usable area after the widening of Railroad Street, the total Property area is 22,330 square feet). In addition to the Purchase Price, Developer shall reimburse the City for the City's costs of obtaining an appraisal of the Property and the City's legal costs in connection with this Agreement and the disposition of the Property under this Agreement. Such costs shall not exceed Twenty Five Thousand Dollars ($25,000.00) (the "**Disposition Costs"**) and will be paid by Developer to the City at the closing through Escrow.

2.2 Payment of Purchase Price. The Purchase Price shall be payable by Developer as follows:

2.2.1 Deposit. Within five (5) business days following the opening of Escrow, Developer shall deposit with Escrow Holder the sum of FIFTY THOUSAND DOLLARS ($50,000.00), in the form of certified or bank cashier's checks made payable to Escrow Holder or by confirmed wire transfers of funds (collectively, the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to Developer and City with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided herein, the Deposit shall be applicable in full towards the Purchase Price upon Closing, and except as otherwise provided herein, shall be nonrefundable at the expiration of the Due Diligence Period.

2.2.2 Closing Funds. Prior to the Close of Escrow, Developer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed federal wire transfer of funds, the balance of the Purchase Price, plus an amount equal to all other costs, expenses and prorations payable by Developer hereunder, less any credit due Developer under Section 2.1.

2.3 Escrow.

2.3.1 Opening of Escrow. Within five (5) business days after the parties' full execution of this Agreement, the Developer and the City shall open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Developer. The parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions (which may be supplemented in

writing by mutual agreement of the parties) for the Escrow. If the parties supplement this Agreement by executing the Escrow Holder's standard form of escrow instructions, then in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of such standard form escrow instructions, the terms and provisions of this Agreement shall control. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

2.3.2 Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder causes the Grant Deed (as hereinafter defined) to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the City) to the City. Possession of the Property shall be delivered to the Developer on the Close of Escrow. Close of Escrow shall occur simultaneously with the close of escrow of for the purchase by Developer of land owned by the Successor Agency to the Industry Urban Development Agency at 17300 Chestnut Street, City of Industry, California. If the Closing does not occur for any reason, then, except as otherwise provided in this Agreement, this Agreement shall automatically terminate, the Deposit shall be promptly returned to the Developer, Developer shall pay any Escrow cancellation charges.

2.3.3 Delivery of Closing Documents.

(a) The City and Developer agree to deliver to Escrow Holder, at least two (2) business days prior to the Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition precedent to the Close of Escrow:

(i) The Grant Deed, duly executed and acknowledged by the City, conveying a fee simple interest in the Property to Developer, subject only to such exceptions to title as Developer may have approved or have been deemed to have been approved pursuant to Section 2.5.2;

(ii) The City's affidavit as contemplated by California Revenue and Taxation Code Section 18662;

(iii) A Certification of Non-Foreign Status signed by City in accordance with Internal Revenue Code Section 1445; and

(iv) Such proof of the City's and Developer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

The City and the Developer further agree to execute such reasonable and customary additional documents, and such additional escrow instructions, as may be reasonably required to close the transaction which is the subject of this Agreement pursuant to the terms hereof.

2.4 Conditions to Close of Escrow. The obligations of the City and Developer to close the transaction which is the subject of this Agreement shall be subject to the satisfaction, or waiver in writing by the party benefited thereby, of each of the following conditions:

2.4.1 For the benefit of the City, the Developer shall have deposited the balance of the Purchase Price, together with such funds as are necessary to pay for costs, expenses and prorations payable by Developer hereunder (including the Disposition Costs).

2.4.2 For the benefit of the City, all actions and deliveries to be undertaken or made by Developer on or prior to the Close of Escrow as set forth in this Agreement shall have occurred, as reasonably determined by the City.

2.4.3 For the benefit of the Developer, all actions and deliveries to be undertaken or made by the City on or prior to the Close of Escrow as set forth in this Agreement shall have occurred.

2.4.4 [Intentionally Left Blank]

2.4.5 For the benefit of the City, the Developer shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the Developer shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.6 For the benefit of the Developer, the City shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the City shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.7 For the benefit of the City, the representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.8 For the benefit of the Developer, the representations and warranties of the City contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.9 For the benefit of the Developer, Title Company shall be irrevocably committed to issuing in favor of the Developer the Title Policy, in form and substance, and with endorsements reasonably acceptable to the Developer, as provided in Section 2.5.2.

2.4.10 For the benefit of the City and Developer, the simultaneous close of escrow for the purchase and sale of the Agency Land under the Agency Agreement.

If all the foregoing conditions have not been met to the benefitted party's sole satisfaction or expressly waived in writing by the benefitted party on or before the respective dates set forth therein, or if no date is set forth therein on the Outside Date, then this Agreement shall, at the option of the benefitted party, become null and void and in which event, neither party shall have, except as expressly set forth in this Agreement, any further rights, duties or obligations hereunder, and, unless the condition or conditions not met were for the City's benefit, Developer shall be entitled to the immediate refund of the Deposit.

2.5 Condition of Title; Survey; Title Insurance.

2.5.1 Within ten (10) days after the Effective Date, the City shall deliver to the Developer for the Developer's review and approval, (i) a current preliminary title report covering the Property (the "**Title Report**") and the most legible copies available of any instruments noted as exceptions thereon, and (ii) any survey of the Property in the City's possession. The Developer at its sole expense may obtain a current or updated ALTA survey of the Property in connection with the issuance of the Title Policy and the City shall cooperate with the same. Any survey provided by the City or obtained by the Developer are each a "**Survey**" hereunder.

2.5.2 The Developer shall have until the expiration of the Due Diligence Period (the "**Review Period**") to disapprove any exceptions to title shown on the Title Report or reflected on the Survey (collectively, "**Disapproved Exceptions**") and to provide City with notice thereof describing the defect with reasonable particularity (the "**Disapproval Notice**"). Any exceptions to title not disapproved within the Review Period shall be deemed approved. Within five (5) days after the City's receipt of the Disapproval Notice, the City shall notify the Developer whether or not the City intends to remove or endorse over the Disapproved Exceptions. The City shall be under no obligation to remove or endorse over any Disapproved Exception, but the City agrees to cooperate in good faith with the Developer in the Developer's efforts to eliminate or endorse over any Disapproved Exception, provided the City is not obligated to pay any sum or assume any liability in connection with the elimination or endorsing over of any such Disapproved Exception. If the City notifies the Developer that the City intends to eliminate or endorse over all of the Disapproved Exception, the City shall do so concurrently with or prior to the Close of Escrow. If the City notifies the Developer that the City does not intend to eliminate or endorse over some or all of the Disapproved Exception(s), the Developer, by notifying the City within five (5) days after its receipt of such notice, may elect to terminate this Agreement and receive a refund of the Deposit or take the Property subject to the Disapproved Exception(s) which the City will not eliminate or endorse over (which Disapproved Exceptions will be deemed approved). Notwithstanding the foregoing, the City covenants to pay in full all loans secured by deeds of trust, any mechanics' and materialmen's liens, and any other monetary liens (other than liens for charges, assessments, taxes, and impositions subject to proration as provided in Section 2.6.2) (collectively, the "**Deemed Disapproved Exceptions**") prior to, or concurrently with, the Close of Escrow, and Escrow Holder is hereby directed to cause the same to be paid from the Purchase Price. The Title Policy shall include such endorsements as the Developer shall reasonably request. Any endorsements to the Title Policy are to be paid for by the Developer, except that endorsements obtained by the City respecting Disapproved Exceptions as provided above shall be paid for by the City. Notwithstanding the foregoing, the Developer may notify the City of its disapproval of an exception to title (including exceptions reflected on the Survey) first raised by Title Company or the surveyor after the Review Period, or otherwise first disclosed to the Developer after the Review Period, by the earlier of (a) within ten (10) days after the same was first raised or disclosed to the Developer in writing, and (b) fifteen (15) days prior to the Close of Escrow. With respect to any exceptions disapproved by the Developer in such notice, the City shall have the same option to eliminate or endorse over such exceptions that applies

to Disapproved Exceptions, and the Developer shall have the same option to accept title subject to such exceptions or to terminate this Agreement and receive a refund of the Deposit.

2.5.3 At the Close of Escrow, the Developer shall receive title to the Property by grant deed substantially in the form attached hereto as Exhibit "C" and incorporated herein by this reference (the "**Grant Deed**").

2.5.4 At Closing, the Developer shall receive a CLTA Owner's Coverage Policy of Title Insurance (the "**Title Policy**"), together with all endorsements requested by the Developer or obtained by the City pursuant to Section 2.5.2 , issued by First American Title Insurance Company ("**Title Company**") in the amount of the Purchase Price, insuring that title to the Property is vested in Developer and is free and clear of all Disapproved Exceptions, all Deemed Disapproved Exceptions and all liens, easements, covenants, conditions, restrictions, and other encumbrances of record except (a) current taxes and assessments of record, but not any overdue or delinquent taxes or assessments, (b) the matters set forth or referenced in the Grant Deed, and (c) such other encumbrances as the Developer approves in writing including those reflected in the Title Report for the Property approved by Developer, or as are deemed approved by Developer as provided in Section 2.5.2. The Developer may obtain an extended coverage policy of title insurance at its own costs.

2.6 Escrow and Title Charges; Prorations.

2.6.1 The City shall pay all documentary transfer taxes and the coverage premiums on the standard CLTA Title Policy, together with the cost of any endorsements obtained by the City pursuant to Section 2.5.2. Developer shall pay the costs of (i) any Survey obtained by the Developer, (ii) any endorsements to the Title Policy obtained by Developer and (iii) any title insurance premiums for any coverage over and above the standard policy coverage on the CLTA Title Policy to be paid by the City. In addition, the Developer shall pay any and all other usual and customary costs, expenses and charges relating to the escrow and conveyance of title to the Property, including without limitation, recording fees, document preparation charges and escrow fees. Each party shall be responsible for its own Transaction Costs, with the exception of the Disposition Costs, which shall be paid by Developer.

2.6.2 All non-delinquent and current installments of real estate and personal property taxes, if any, and any other governmental charges, regular assessments, or impositions against the Property on the basis of the current fiscal year or calendar year shall be pro-rated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Property's assessed value prior to the Close of Escrow and the City and Developer shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 2.6.2 shall

survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.6.3 Any Escrow cancellation charges shall be allocated and paid as described in Section 2.3.2 above.

2.7 Due Diligence Period; Access. During the period (the "**Due Diligence Period**") commencing on the Effective Date and ending at 5:00 p.m. on the date which is twenty (21) days after the Effective Date, the Developer may inspect the Property as necessary to (i) approve all zoning and land use matters relating to the Property, (ii) approve the physical condition of the Property, and (iii) satisfy any due diligence requirements of the Developer's lender, if any. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit "D" (the "**Right of Entry Agreement**"), the Developer and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Developer's entry upon the Property, the parties shall execute the Right of Entry Agreement. The City shall reasonably cooperate with the Developer in its conduct of the due diligence review during the Due Diligence Period. In the event the Developer does not approve of the condition of the Property by written notice given to the City prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Developer (including any interest earned thereon) and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

2.8 Condition of the Property. The Property shall be conveyed from the City to the Developer on an "AS IS" condition and basis with all faults and the Developer agrees that the City has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Developer and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its elected and appointed officials, officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the City's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the Developer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8 and Section 2.9 below. This release includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR

PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (viii) WITH RESPECT TO ANY OTHER MATTER, THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE DEVELOPER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY.

THE DEVELOPER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, DEVELOPER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Developer's Initials

_____

The waivers and releases by the Developer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.9 Environmental.

2.9.1 Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. The City hereby discloses the following information for the Property, or portions of the Property:

The City acquired the Property in or about 2005, from ConocoPhillips Company ("Conoco"). During the time Conoco owned the Property, it discovered the release of motor fuel hydrocarbons

and other Hazardous Substances on, at or under the Property originating from its activities or the activities of its predecessors in interest.

Conoco prepared a remedial action plan ("RAP") for the Property, which was approved by the Los Angeles Regional Water Quality Control Board ("RWQCB") on or about October 6, 2003. Under the RAP, an ozone groundwater treatment system was installed on the Property to remediate fuel hydrocarbon-impacted groundwater. Operation of the system began on November 24, 2008, and discharges micro-encapsulated ozone below the groundwater table to remediate impacted groundwater.

A Notice of Termination Request was submitted to the California Regional Water Quality Control Board on April 17, 2013, and the Termination of General Waste Discharge Requirements was obtained from the State RWQCB on April 26, 2013.

On April 15, 2014, the Los Angeles RWQCB provided the City with a letter indicating that the underground storage tank release at the Property met the low threat criteria for case closure.

On October 13, 2014, the City received a no further action letter from the RWQCB for the Property.

The Parties acknowledge that the City will not be conducting a public records search of the RWQCB's or any other regulatory agency files, although the City urges Developer to do so to satisfy itself regarding the environmental condition of the Property. By execution of this Agreement, Developer (i) acknowledges it receipt of the foregoing notice given pursuant to Cal. Health & Safety Code section 25359.7; (ii) acknowledges that it will have an opportunity to conduct its own independent review and investigation of the Property prior to the Close of Escrow; (iii) agrees to rely solely on its own experts in assessing the environmental condition of the Property and its sufficiency for its intended use; and (iv) waives any and all rights Developer may have to assert that the Agency has not complied with the requirements of Health & Safety Code section 25359.7.

2.9.2 Investigation of Property. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant to make such investigations as Developer deems necessary, during the Due Diligence Period. Developer understands that regardless of the delivery by the City to the Developer of any materials, including, without limitation, third party reports, Developer will rely entirely on Developer's own experts and consultants in proceeding with this transaction.

2.9.3 Remediation of the Property. In the event that the Developer's investigations show that Hazardous Substances are present on, or under the Property at levels that are inappropriate for the anticipated use, then prior to the expiration of the Due Diligence Period, Developer may terminate this Agreement and thereupon Developer shall have no further obligations or liabilities hereunder and the City shall refund the balance of the Deposit to Developer or, in the alternative, Developer may elect to remediate the Property on its own, at its sole cost and expense, after close of escrow. Effective at the close of escrow and in furtherance of the indemnity obligations of Developer pursuant to Section 7.2 of this Agreement, to the extent permitted by law, the City hereby assigns and transfers to Developer any and all claims,

causes of action and rights of recovery against any person or entity for any release, discharge, migration or deposit of Hazardous Substances on, under or about the Property, including without limitation all claims, causes of action and rights of recovery against Conoco.

Any remedial work must be performed in a timely and safe manner and in accordance with applicable Governmental Requirements for the use of the Property. For purposes of this Agreement, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders, directives and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

2.10 Escrow Holder.

2.10.1 Escrow Holder is authorized and instructed to:

(a) Pay and charge the Developer for any fees, charges and costs payable by the Developer under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(b) Pay and charge the City for any fees, charges and costs payable by the City under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(c) Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow and this Agreement have been fulfilled by the City and the Developer; and

(d) Record the Grant Deed and any other instruments delivered through the Escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

2.10.2 Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer.

2.10.3 All communications from the Escrow Holder to the City or the Developer shall be directed to the addresses and in the manner established in Section 6.3 of this Agreement for notices, demands and communications between the City and the Developer.

2.10.4 The responsibility of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article, any amendments hereto, and any supplemental escrow instructions delivered to the Escrow Holder that do not materially amend or modify the express provisions of these escrow instructions.

ARTICLE 3
BILLBOARD LEASE

3.1 Billboard Lease.

3.1.1 City acknowledges the existence of that certain billboard lease with M&P Outdoor Advertising, LLC ("Lease"). A copy of the Lease is attached hereto as Exhibit D and incorporated herein by reference. City will retain all rights and interests in the Lease, including, without limitation, the right to receive all rent thereunder up to and through the Close of Escrow. After the Close of Escrow, Developer shall forward all rental income payments from the Lease to the City until the termination of the Lease. The City represents, warrants, and covenants the following:

a. To the best of the City's knowledge, the Lease will terminate on or before June 30, 2017; provided, however, that the Developer shall be responsible, at its sole cost and expense, for the removal of the billboard sign.

b. The City will not extend the term of the lease for any reason beyond the termination date.

c. Rent of $2,000 a month is collected ($1,000.00) per side.

d. A notification to Tenant of the purchase by Developer will be executed by City and will be delivered to Tenant from Escrow upon Close of Escrow.

e. In its discretion, Developer may request that the City deliver to and request from the Tenant an estoppel certificate certifying as to key terms of the Lease such as the rental rate and term. In the event Developer fails to request an estoppel certificate, the City shall not be liable for any of the representations set forth in this Section 3.1.1.

3.1.2 Developer shall not, partially or wholly obstruct the billboard during the term of the Lease. In the event that the billboard is partially or wholly obstructed Developer shall be responsible for any and all damages, and/or claims for damages brought by M&P Outdoor Advertising, or its successors and assigns, including any reduction in rent paid to the City as a result thereof.

ARTICLE 4
LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS

4.1 Limitation As To Transfer of the Property and Assignment of Agreement. Prior to the City's issuance of the Certificate of Completion (as defined in the Agency Agreement), the Developer may assign its rights and obligations under this Agreement to Forever Chestnut, LLC, a California limited liability company, any entity controlled by, or under common control with Developer or its manager, CT Realty Corporation, or to any entity owned or controlled by any institutional investor for which Developer, or CT Realty Corporation, is then acting as investment or development manager, without the City's prior consent, but only upon twenty (20) business days prior written notice to the City and pursuant to an assignment agreement by which

the assignee shall expressly assume all of the Developer's rights and obligations under this Agreement and otherwise in form and substance reasonably acceptable to City. Except as provided in the preceding sentence and prior to the City's issuance of the Certificate of Completion, the Developer shall not transfer its rights and obligations, in whole or in part, under this Agreement, or sell, assign, transfer, encumber, pledge or lease the Property, nor cause or suffer a change of more than 49% of the ownership interests in Developer, directly or indirectly, in one or a series of transactions, without the City's prior written consent, which consent may be granted or withheld in the sole and absolute discretion of the City. The Developer acknowledges that the identity of the Developer is of particular concern to the City, and it is because of the Developer's identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement in violation of the terms hereof. Notwithstanding any provision contained herein to the contrary, this prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Project, or any mortgage or deed of trust permitted by this Agreement. Upon the City's issuance of the Certificate of Completion, the Developer may transfer the Property to a transferee without restriction so long as the transferee agrees to all of the applicable covenants and conditions set forth in Article 5 of this Agreement. Any assignment or other transfer by Developer prior to issuance of the Certificate of Completion shall not release Developer from any of its obligations under this Agreement.

4.2 Security Financing; Right of Holders.

4.2.1 No Encumbrances Except Mortgages, Deeds of Trust, Conveyances or Other Conveyance for Financing For Development.

(a) Notwithstanding Section 4.1 or any other provision herein to the contrary, only mortgages, deeds of trust, sales and leasebacks, or any other form of encumbrance, conveyance, security interest or assignment required for any reasonable method of construction and permanent financing are permitted prior to the issuance of a Certificate of Completion, but only for the purpose of securing loans of funds to be used for the purchase of the Property or financing the direct and indirect costs of the development of the Project (including reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs), and each such loan secured by the Property shall expressly allow for its prepayment or assumption (upon payment of a market standard prepayment or assumption fee) by and at the option of the City upon the exercise of its option to purchase provided in Section 5.7.

(b) The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in real estate acquisition, construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

4.2.2 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. Whenever the City shall deliver a notice or demand to the Developer with respect to any Default by the Developer in completion of development of the Project or otherwise, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any first mortgage, deed of trust or other security

interest authorized by this Agreement who has previously made a written request to the City for special notice hereunder (a "**Holder**"). No notice of Default to the Developer shall be effective against any such Holder unless given to such Holder as aforesaid. Such Holder shall (insofar as the rights of the City are concerned) have the right, at such Holder's option, within sixty (60) days after receipt of the notice, to cure or remedy any such Default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that if longer than sixty (60) days is required to cure such Default, such longer period shall be granted to Holder, provided that Holder diligently pursues such cure during such longer period. If such Default shall be a default which can only be remedied or cured by such Holder upon obtaining possession of the Property, such Holder shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such Default within a reasonable period of time as necessary to remedy or cure such Default of the Developer. If such Default shall be a default as to or by Developer which cannot be cured, City shall not seek to enforce the same against Holder and Holder shall not be subject thereto.

4.2.3 Noninterference with Holders. The provisions of this Agreement do not limit the right of Holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Property and the improvements thereon, or the right of Holders to pursue any remedies for the enforcement of any pledge or lien encumbering the Property; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Property, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

ARTICLE 5
USE OF THE PROPERTY

5.1 Use. The Developer covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assigns shall use the Property, and every part thereof, only for the construction of the Project thereon, and thereafter for any use permitted by applicable laws. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with this Agreement, the Developer shall be relieved of any further responsibility under this Section 5.1 as to the Property so conveyed.

5.2 Maintenance of the Property. After completion of the Project, Developer shall maintain the Property and the Project (including landscaping) in a commercially reasonable condition and repair to the extent practicable and in accordance with industry health and safety standards. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.2 as to the Property so conveyed.

5.3 Obligation to Refrain from Discrimination. The Developer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Developer (itself or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.3 as to the Property so conveyed.

5.4 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

5.4.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.4.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.4.3 In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

5.5 Restrictive Covenant. In order to insure the Developer's compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the City.

5.6 Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Developer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the Developer:

(1) The use and non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the City, or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

ARTICLE 6
EVENTS OF DEFAULT, REMEDIES AND TERMINATION

6.1 Developer Events of Defaults. Occurrence of any or all of the following, if uncured after the expiration of any applicable cure period, shall constitute a default ("**Developer Event of Default**") under this Agreement:

6.1.1 The Developer's sale, lease, or other transfer, or the occurrence of any involuntary transfer, of the Property or any part thereof or interest therein in violation of this Agreement; or

6.1.2 Filing of a petition in bankruptcy by or against the Developer or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, and the failure of the Developer to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days;

6.1.3 The Developer's failure to perform any requirement or obligation of Developer set forth herein, on or prior to the date for such performance set forth herein (subject to delays pursuant to Section 7.9), and, so long as such failure is not caused by any wrongful act of the City, the Developer's failure to cure such breach within thirty (30) days after receipt of written notice from the City of the Developer's breach; or

6.1.4 The Developer's failure to deposit with Escrow Holder the Deposit or the balance of the Purchase Price as required by Section 2.2.

6.2 City Events of Default. Occurrence of any or all of the following, if uncured after the expiration of the applicable cure period, shall constitute a default ("**City Event of Default**", and together with the Developer Event of Default, a "**Default**") under this Agreement:

6.2.1 The City, in violation of the applicable provision of this Agreement, fails to convey the Property to Developer at the Close of Escrow; or

6.2.2 The City breaches any other material provision of this Agreement.

Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period) or if a cure is not possible within the thirty (30) day period, to begin such cure and diligently prosecute the same to completion, which shall, in any event, not exceed one hundred eighty (180) days from the date of receipt of the notice to cure.

6.3 Remedies in the Event of Default.

6.3.1 Remedies General. In the event of a breach or a default under this Agreement by either Developer or City, prior to the Close of Escrow, the non-defaulting party shall have the right to terminate this Agreement by providing ten (10) days written notice thereof to the defaulting party. If such breach or default is not cured within such ten (10) day period (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period), this Agreement and the Escrow for the purchase and sale of the Property shall terminate, and if Developer is the non-defaulting party, Developer shall thereupon promptly receive a refund of the Deposit and all interest accrued thereon. Except as herein otherwise expressly provided, such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

In the event of a Default under this Agreement after the Close of Escrow, the non-defaulting party may seek against the defaulting party any available remedies at law or equity, including but not limited to the right to receive reimbursement for its documented out-of-pocket costs relating to this purchase transaction or to pursue an action for specific performance, but in no event shall such non-defaulting party be entitled to receive any consequential or special damages.

IF THE DEVELOPER FAILS TO COMPLETE THE ACQUISITION OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF THE DEVELOPER, IT IS AGREED THAT THE DEPOSIT SHALL BE NON-REFUNDABLE AND THE CITY SHALL BE ENTITLED TO SUCH DEPOSIT, AND ANY DISPOSITION COSTS, WHICH AMOUNTS SHALL BE ACCEPTED BY THE CITY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS THE CITY'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNTS CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. THE CITY AND DEVELOPER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES THE CITY WOULD SUFFER UPON THE DEVELOPER'S FAILURE TO COMPLETE ITS ACQUISITION OF THE PROPERTY. THE DEVELOPER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND THE DEVELOPER AND CITY DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE THE CITY'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH, THE DEVELOPER AND CITY AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

_____ _____
City Developer

6.3.2 Liberal Construction. The rights established in this Agreement are to be interpreted in light of the fact that the City will convey the Property to the Developer for development and operation of the Project thereon and not for speculation in undeveloped land or for construction of different improvements. The Developer acknowledges that it is of the

essence of this Agreement that the Developer is obligated to complete all Improvements comprising the Project.

6.4 No Personal Liability. Except as specifically provided herein to the contrary, no representative, employee, attorney, agent or consultant of the City shall personally be liable to the Developer, or any successor in interest of the Developer, in the event of any Default or breach by the City, or for any amount which may become due to the Developer, or any successor in interest, on any obligation under the terms of this Agreement.

6.5 Legal Actions.

6.5.1 Institution of Legal Actions. Any legal actions brought pursuant to this Agreement must be instituted in either the Superior Court of the County of Los Angeles, State of California, or in an appropriate municipal court in that County.

6.5.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.5.3 Acceptance of Service of Process. If any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Manager or City Clerk of the City, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer, or in such other manner as may be provided by law, whether made within or without the State of California.

6.6 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Default or any other Default by the other party.

6.7 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7
GENERAL PROVISIONS

7.1 Insurance.

7.1.1 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall obtain (or cause the General Contractor to obtain), at the Developer's sole cost and expense, and shall maintain in force until completion of construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City, broad form commercial general public liability

insurance, insuring the Developer and the City against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, condition, or operation of the Property and the Improvements thereon, which insurance shall provide combined single limit protection of at least Two Million Dollars ($2,000,000.00), and include contractual liability endorsement. Such insurance shall name the City, as additional insureds.

7.1.2 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall also obtain, or cause to be obtained, at the Developer's sole cost and expense, and shall maintain in force until completion of the construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a reputable and financially responsible insurance company reasonably acceptable to the City, and (ii) workers' compensation insurance covering all persons employed in connection with work. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

7.1.3 Prior to the commencement of any demolition or construction work on the Property by the Developer, the Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Property carries workers' compensation insurance as required by law.

7.1.4 With respect to each policy of insurance required above, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on the insurance carrier's form setting forth the general provisions of the insurance coverage. The required certificate shall be furnished by the Developer prior to commencement of any demolition or construction work on the Property.

7.1.5 All such policies required by this Section shall be nonassessable and shall contain language to the effect that (i) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the City, and (ii) the City shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the City. The provisions of this Section shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

7.2 Indemnity.

From and after the Close of Escrow, Developer hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the City's choosing, the City and any and all officials, officers, agents, employees, attorneys and representatives of the City (collectively "City Representatives"), and each of them, from and against all losses, liabilities, claims, damages, penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and demands of any nature whatsoever, including

attorneys' fees (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with the Developer's use, ownership, management, occupancy or possession of the Property; any breach or Default of Developer hereunder; any of the Developer's activities on the Property (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), including without limitation, the construction of the Improvements on the Property; the presence or clean-up of Hazardous Substances on, in or under the Property to the extent the same was caused by Developer or Developer's affiliates, agents or employees; Developer's obligation upon Developer's acquisition of the Property to remediate the existing Hazardous Substances thereon so that the Property is in compliance with all applicable environmental laws relating to the anticipated use of the Property, the construction of any improvements on the Property, or the use or condition of any such improvements; any other fact, circumstance or event related to the Developer's performance hereunder of any covenant to be performed following the closing, or which may otherwise arise from the Developer's ownership, use, possession, improvement, operation or disposition of the Property after the Closing, regardless of whether such damages, losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement. This indemnification requires Developer to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, related directly or indirectly to, or arising out of or in any way connected with any existing or future Hazardous Substances on the Property after the acquisition thereof by Developer. Developer's obligation to defend shall arise regardless of any claim or assertion that the Agency and/or City caused or contributed to the Losses and/or Liabilities. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by nationally recognized overnight courier or by personal delivery (including by commercial messenger service) or by facsimile transmission. Notices shall be considered given upon the earlier of (a) personal delivery, (b) three (3) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, (c) the next business day after deposit with a nationally reorganized overnight courier, (d) on the day of facsimile transmission, in each instance addressed to the recipient as set forth below. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

City:	City of Industry 15625 East Stafford Street, Suite 100 City of Industry, California 91744 Attention: Paul Philips, City Manager Facsimile: (626) 961-6795
with a copy to:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso

Developer: CT Chestnut LLC
c/o CT Realty Corporation
65 Enterprise, Suite 150
Aliso Viejo, California 92656
Attention: Michael W. Traynham
Facsimile: (949) 330-5571

7.4 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

7.5 Developer's Warranties. The Developer warrants and represents to the City as follows:

7.5.1 The Developer has full power and authority to execute and enter into this Agreement and to consummate the transaction contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Developer, enforceable in accordance with its terms subject to bankruptcy, insolvency of other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Developer is a party.

7.5.2 As of the Close of Escrow, the Developer will have inspected the Property and will be familiar with all aspects of the Property and its condition, and will accept such condition.

7.5.3 The Developer has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

7.6 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires.

7.7 Time of the Essence; Definition of Business Day. Time is of the essence of this Agreement. For purposes of this Agreement, "business day" means any day other than Saturday, Sunday or a holiday observed by national or federally chartered banks. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (California time) on such date or dates, and references to "days" shall refer to calendar days except if such references are to business days. Any event specified to occur on a non-business day shall be extended automatically to the end of the first business day thereafter.

7.8 Attorneys' Fees. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

7.9 Enforced Delay: Extension of Times of Performance. Notwithstanding anything to the contrary in this Agreement, unexcused failure to commence construction of the Improvements on or prior to the Commencement Date, as defined in the Agency Agreement, or to complete construction of the Improvements on or prior to the Completion Date, as defined in the Agency Agreement, shall constitute a Default hereunder as herein set forth; provided, however, nonperformance of such obligations or any other obligations to be performed hereunder shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of the party responsible for such performance: (i) war, insurrection, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, governmental restriction, litigation, acts or failures to act of any governmental or quasi-governmental agency or entity, including the City, or public utility, or any declarant under any applicable conditions, covenants, and restrictions affecting the Property, or (ii) inability to secure necessary labor, materials or tools, strikes, lockouts, delays of any contractor, subcontractor or supplier or (iii) other matters generally constituting a force majeure event in circumstances similar to those contemplated by this Agreement (but which shall not in any event include the availability of financing to construct the Improvements). In the event of an occurrence described in clauses (i), (ii) or (iii) above, such nonperformance shall be excused and the time of performance shall be extended by the number of days the matters described in clauses (i), (ii) or (iii) above materially prevent or delay performance.

7.10 Approvals by the City and the Developer. Unless otherwise specifically provided herein, wherever this Agreement requires the City or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, conditioned or delayed.

7.11 Developer's Private Undertaking. The development covered by this Agreement is a private undertaking, and the Developer shall have full power over and exclusive control of the Property while the Developer holds title to the Property; subject only to the limitations and obligations of the Developer under this Agreement.

7.12 Entire Agreement, Waivers and Amendments. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the Developer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the City.

7.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.14 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.15 Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

7.16 Representations of City. The City warrants and represents to the Developer as follows:

(a) The City has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms subject to bankruptcy, insolvency and other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the City is a party.

(b) As of the Effective Date and the Close of Escrow, the Property is not presently the subject of any condemnation or similar proceeding, and to the City's knowledge, no such condemnation or similar proceeding is currently threatened or pending.

(c) As of the Close of Escrow, there are no management, service, supply or maintenance contracts affecting the Property which shall affect the Property on or following the Close of Escrow.

(d) The City has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and the City has not dealt with any broker or finder purporting to act on behalf of the City or otherwise.

(e) As of the Close of Escrow, there are no leases or other occupancy agreements affecting the Property, with the exception of the billboard lease, as set forth in Article 3, which shall affect the Property on or following the Close of Escrow.

(f) As of the Close of Escrow and to the actual knowledge of the City, the City has not received any written notice from any governmental entity regarding the violation of any law or governmental regulation with respect to the Property.

7.17 Developer's Broker(s). Developer shall pay all commissions and fees that may be payable to any broker, finder or salesperson engaged by Developer, and shall defend, indemnify and hold City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses relating thereto.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year first above written.

DEVELOPER

CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

CITY OF INDUSTRY

By:_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
James M. Casso, City Attorney

LIST OF EXHIBITS

Exhibit "A" Legal Description of the Property

Exhibit "B" Form of Grant Deed

Exhibit "C" Form of Right of Entry Agreement

Exhibit "D" Billboard Lease

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT No. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT No.1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP No.113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING

COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

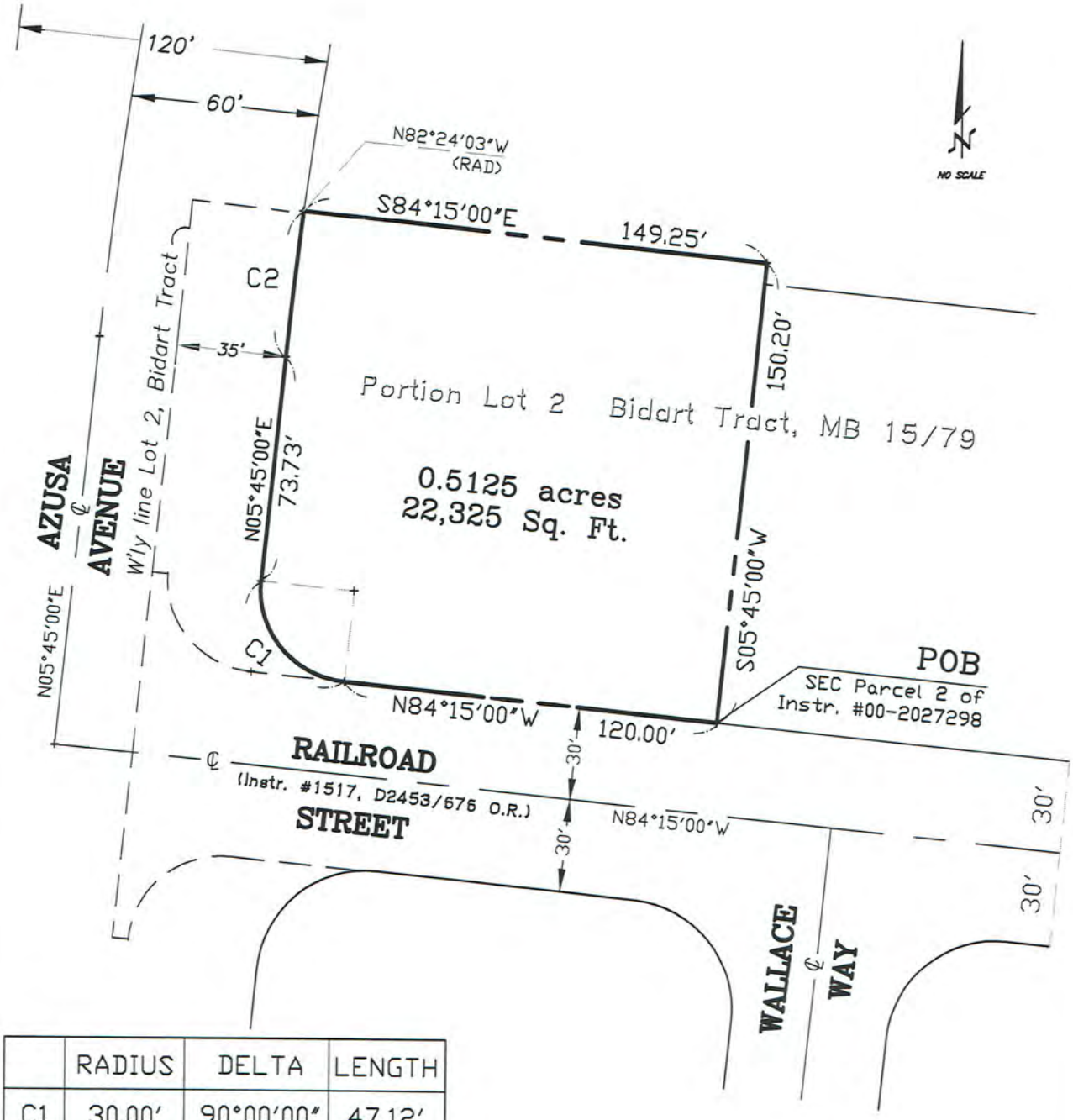
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: City Clerk

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]

GRANT DEED

Documentary Transfer Tax: $_____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **CITY OF INDUSTRY** (the "**Grantor**"), hereby grants to **CT CHESTNUT LLC**, a Delaware limited liability company (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all of Grantor's right, title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase Agreement [_____] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of _____, 2016, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. The Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants and agrees for itself, and its successors and its assigns, that the Grantee, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of certain improvements thereon as described in the Agreement and thereafter for any use allowed under applicable law.

2. The Site is conveyed subject to the condition that:

(a) The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, that after completion of the Project (as defined in the Agreement), the Grantee and the Grantee's transferees, successors and assigns, shall maintain the Site and the Project (including landscaping) in a commercially reasonable condition and repair for a period of fifteen (15) years, and following construction of certain improvements thereon shall use the Site for any such uses as are allowed under applicable law.

(b) The Grantee covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

3. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of

the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(c) In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

4. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or

remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The covenants contained in Paragraphs 2 and 3 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

6. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 20__.

GRANTOR: CITY OF INDUSTRY

By:_____
Name: Mark D. Radecki
Title: Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

GRANTEE: CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

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 Los Angeles)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Attached.)

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT No. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT No.1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP No.113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING

COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

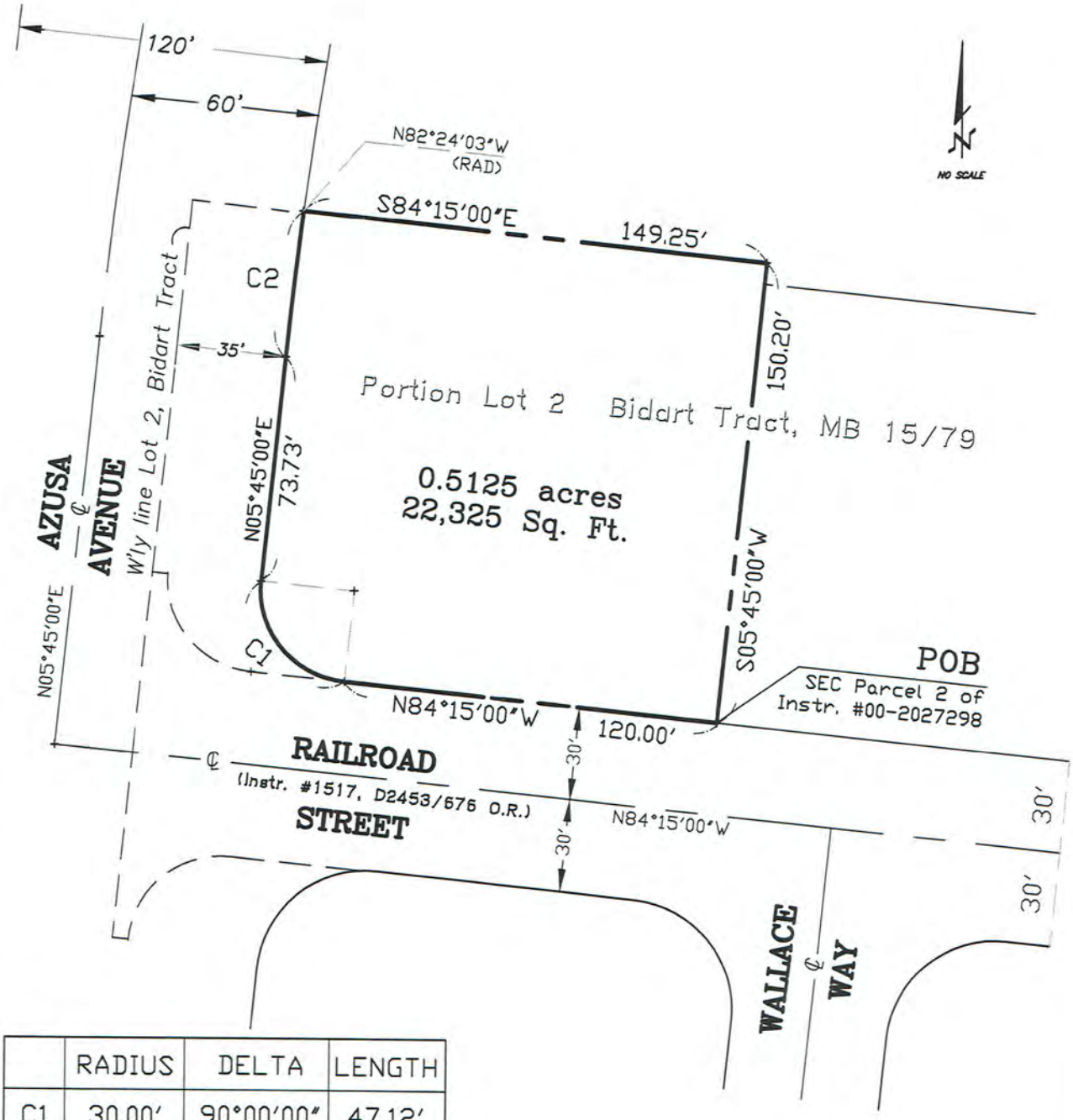
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "C"

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "**Agreement**") is made and entered into as of _____, 2016, by the **SUCCESSOR CITY OF INDUSTRY** , a public body, corporate and politic (herein called "**Grantor**"), and **CT CHESTNUT LLC**, a Delaware limited liability company (herein called "**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by reference (herein called the "**Property**");

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Purchase Agreement related to the Property (the "**Purchase Agreement**");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "**Due Diligence Activities**") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the expiration of the Due Diligence Period (as defined in the Purchase Agreement); or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "**Grantee's Designees**") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the

Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (y) consequential or punitive damages; or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within ten (10) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before the expiration of the Due Diligence Period, as defined in the Purchase Agreement.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than One Million Dollars ($1,000,000.00), and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

7. Assignment. This Agreement may be assigned by Grantee, in whole or in part.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

CT CHESTNUT LLC,
a Delaware limited liability company

By: CT Realty Corporation,
a California corporation, its Manager

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Address for notices: CT Chestnut LLC
c/o CT Realty Corporation
65 Enterprise, Suite 150
Aliso Viejo, California 92656
Attention: Michael W. Traynham
Facsimile: (949) 330-5571

(Signatures continued)

GRANTOR:

CITY OF INDUSTRY

By: _____
Name: Mark D. Radecki
Title: Mayor

Address for notices: City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Paul Philips, City Manager
Telephone: (626) 333-1480
Facsimile: (626) 336-4273

With a copy to: Casso & Sparks, LLP
13200 Crossroads Parkway
North, Suite 345
City of Industry, CA 91746
Attn.: James M. Casso, Esq.
Telephone: (626) 269-2980

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Attached.)

Legal No. 561-R

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT No. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT No.1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP No.113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING

COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO **THE POINT OF BEGINNING.**

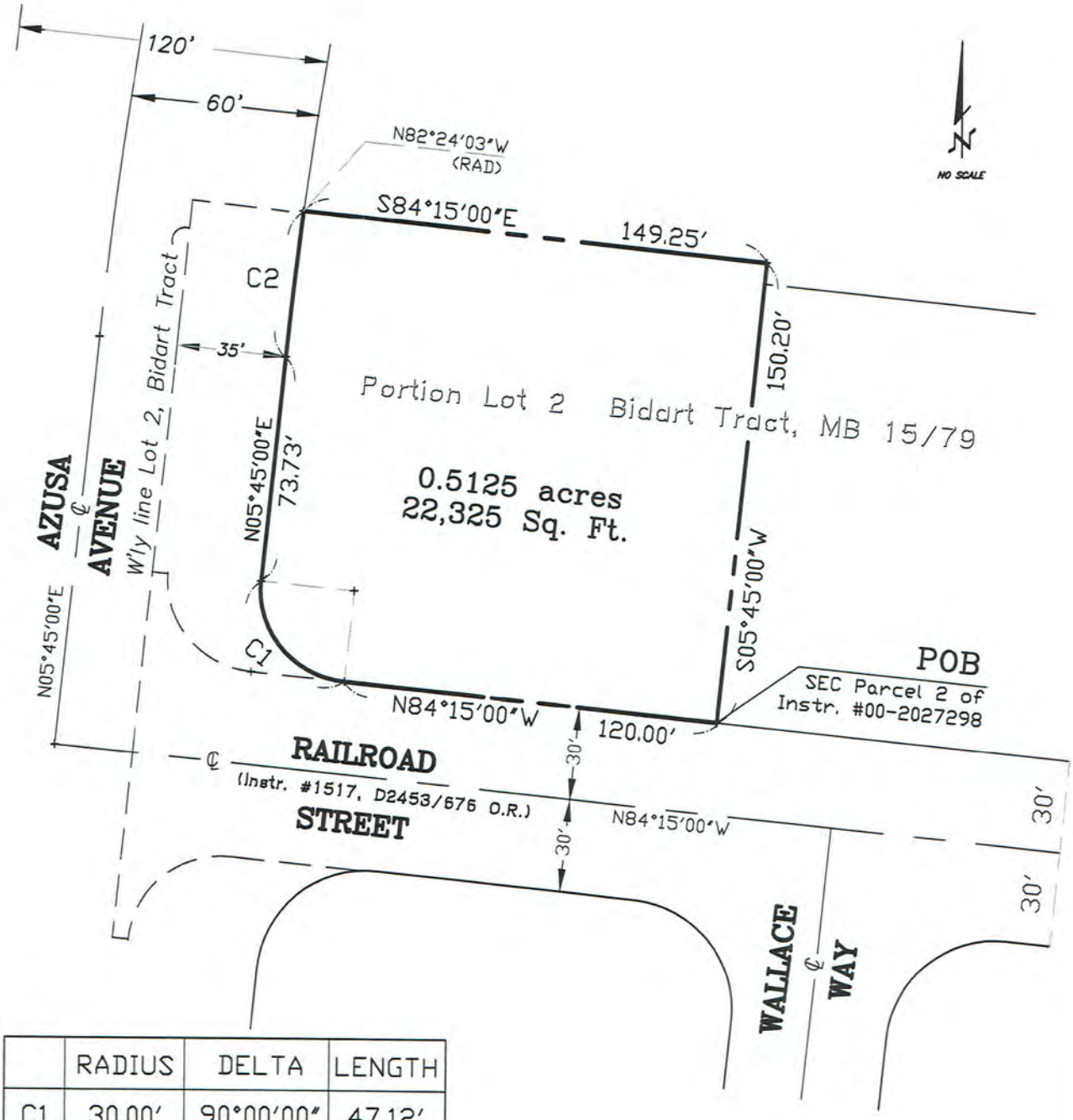
CONTAINING 22,325 SQUARE FEET (0.5125 ACRES) OF LAND, MORE OR LESS

Nestor Cardenas, PLS No.5824

LICENSED LAND SURVEYOR
NESTOR CARDENAS
NO. 5824
Exp. 6-30-06
STATE OF CALIFORNIA

CNC Engineering
Checked by: _____ January 27, 2006
Job No. MP 99-49.789 Legal No.561-R

EXHIBIT "B"



	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00"	47.12'
C2	1440.00'	01°50'57"	46.47'

APN 8264-025-002
Legal No.561-R

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. 99-49.759 January 27, 2006

EXHIBIT "D"

BILLBOARD LEASE

[Attached]

M&P OUTDOOR ADVERTISING, LLC

42 Via Paradiso
Henderson, Nevada 89011
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

City: Industry State: California Date

1. The undersigned Lessor hereby Leases exclusively to M&P OUTDOOR ADVERTISING (Lessee) subject to cancellation by either party only as herein provided the use of the following described premises and full right of access to the premises for the purpose of maintaining printed or illuminated advertising signs (14x48' sign face) Including necessary structures, devices and connections:

   APN: 8264-025-002
   LOCATION: Azusa Blvd & Railroad Street N.E.

   Situated in the City of Industry, County of Los Angeles, State of California for a period of Ten (10) years from date construction of the sign structure is completed..

2. The consideration shall be One Thousand Dollars ($1000.00) per month per face, payable by Lessee monthly in advance, commencing the first day of each month after the sign is constructed.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the premises.

4. Lease shall continue in full force and effect for its term and thereafter on a month-to-month basis until terminated by either party giving 30 days' written notice thereof. If this Lease is for a portion of land which is unimproved, Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building and Lessee's sign structure would interfere with placing of same, Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given and the consideration described in the sentence which follows immediately is paid. The Lessor will upon giving such notice of commencement of construction, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/60th of such cost for each full month of this Lease prior to the notice of termination. If the Lessor fails to commence the erection of the private commercial or residential building within ninety (90) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to relocate its signs on the remaining portion on the same terms. At the expiration of the full term of this Lease, Lessor shall not have any obligation to pay compensation of any nature to Lessee.

5. If the view of the property or advertising sign or signs is partially of wholly obstructed, or the advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law or if permits are not obtained or once obtained, canceled or revoked, the Lessee may immediately at its option either reduce rental in direct proportion to the diminution in value as a result of such obstruction, impairment, prevention or restriction of use, or cancel this agreement and receive all rent paid for the unexpired term of this Lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

6. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the properly or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee. may itself remove the obstruction charging the cost of said removal to the Lessor or the Lessee may reduce the rental herein paid to the sum of Five Dollars ($5.00) per year so long as such obstruction continues.

7. The Lessee is and shall remain the owner of all signs, building permits, governmental approvals and improvements placed by it upon Lessor's property.

8. The Lessor represents that they are the owner of the above described property and has the authority to make this Lease and grant the rights herein provided.

9. The word "Lessor" as herein used shall include all 'Lessors." This Lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. In the event of any litigation to determine the rights of either party under this Lease or to construe the said Lease, or the obligations of either party in regard hereto, the prevailing party shall be entitled to reasonable attorney's fees and all court costs.

11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents. or employees, unless the same are incorporated in this Lease.

12. The parties agree that in the event of any conflict between the printed form of this Lease and any rider or addendum hereto, the language contained in such rider or addendum shall govern and prevail.

13. The lessor will have the right of approval as to all advertising that includes nudity, profanity, or deemed lewd, crude or offensive.

14. Lessee will not display any advertising that is in direct competition with current or future tenants of Lessor.

15. Throughout the term of this Lease, Lessee shall maintain liability insurance with policy limits of not less than a combined single limit of Two Million Dollars ($2,000,000.00) and naming Lessor as an additional insured.

M&P OUTDOOR ADVERTISING, LLC
42 Via Paradiso
Henderson, Nevada 89011
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

Accepted: M&P Outdoor Advertising, LLC
a California Limited Liability Company

By:

Lessor:

By:

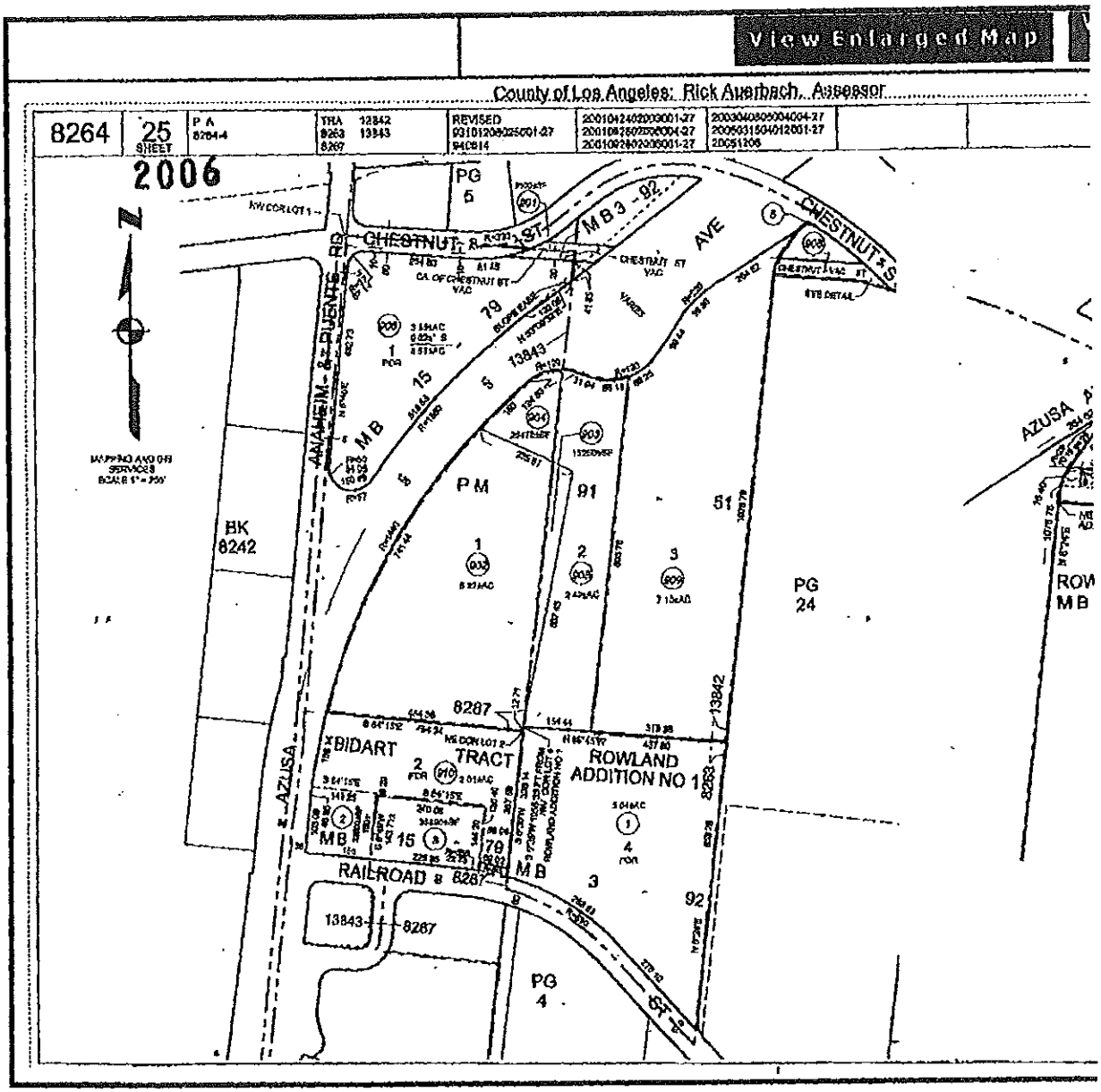
Name: David Perez, Mayor

Address:

CITY OF INDUSTRY
P.O. Box 3366
City of Industry, CA 91744

View Enlarged Map

County of Los Angeles: Rick Auerbach, Assessor



Addendum to Lease Agreement

Addendum to Lease Agreement by and between M & P Outdoor Advertising, LLC and the City of Industry, California regarding the property located at Azusa Avenue and Railroad Street N/E.

Paragraph 4 line 8 of the Lease Agreement is amended as follows:

> removal of Lessee's sign not to exceed $72,000.00, less 1/60th of such cost for each full month of this lease prior to the notice of termination.

Paragraph 5 line 3 of the following wording is deleted:

> at its option either reduce rental in direct proportion to the diminution in value.

The following three paragraphs are added to the Lease Agreement:

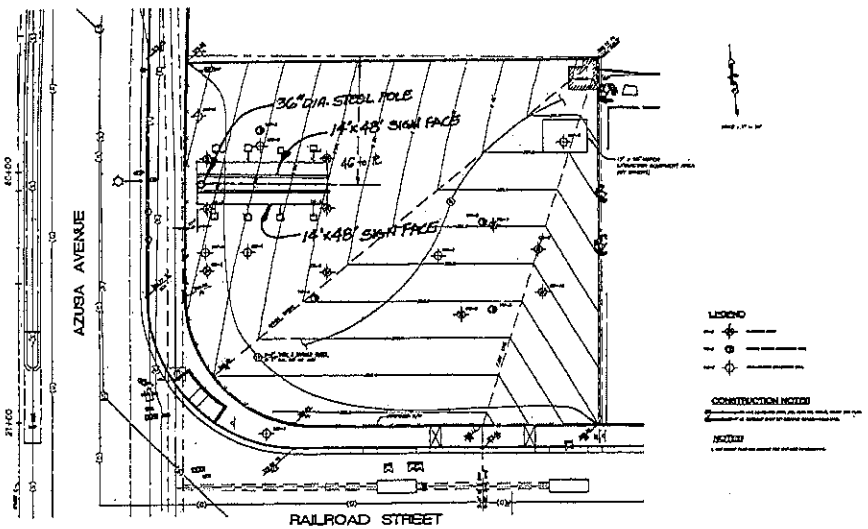
1. Lessee shall arrange and pay for providing a supply of electrical power to the sign or signs and shall be responsible for the cost of all electrical power used in the construction, operation and maintenance of the sign or signs.

2. Lessee, at its own cost and expense, shall keep and maintain the sign or signs and all facilities appurtenant to the sign or signs in good order and repair and in as safe, clean and attractive condition as when erected, and shall promptly repair any damage to the sign or signs as a result of graffiti, vandalism, storms and weather, or other causes. If Lessee fails to do so for any period of 30 or more days after receipt from Lessor of a notice to maintain the sign or signs, then Lessor shall have the option to repair the sign or signs and recoup the costs from Lessee or to demolish and remove the sign or signs at Lessee's expense.

3. Lessee, at Lessee's own cost and expense, shall comply with the statutes, ordinances, regulations, and requirements of all governmental entities, whether Federal, State, County, or local relating to Lessee's use of the premises, whether those statues, ordinances, regulations, or requirements are now in force or are yet to be enacted. The judgement of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statue, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Agreement by Lessor.

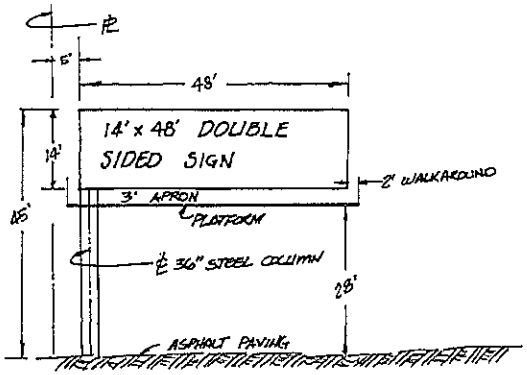
Accepted:

M & P Outdoor Advertising, LLC Lessee	City of Industry Lessor
By: _____	By: _____
Date: 2/2/07	Date: JAN 25 2007



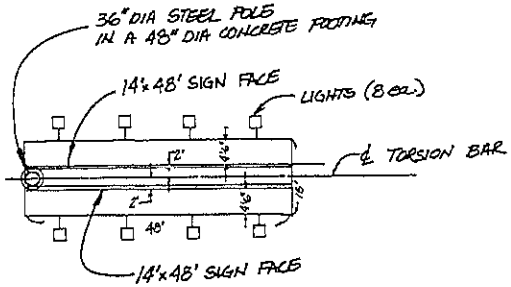
SITE PLAN

Scale 1" = 20'



SIGN ELEVATION

Scale 1" = 10'



SIGN DETAIL

Scale 1" = 10'

PROPERTY ADDRESS:
948 Azusa Avenue
City of Industry, CA. 91744

NOTE:
The plan showing the proposed asphalt paving over this parcel was prepared by CNC Engineering entitled "Parking Lot Grading Plan" dated June 2006. It shows the approximate location of the existing groundwater monitoring wells. Their exact location should be verified.

NO.	DATE	REVISIONS	CK. BY

PLOT PLAN

CHECKED BY
DATE

JOB NO.:

SHT. 1 OF 1

CITY COUNCIL

ITEMS NO. 6.1 & 7.1

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: City Council

From: Paul J. Philips, City Manager

Staff: Troy Helling, Senior Planner

Date: May 10, 2016

Subject: Conditional Use Permit 15-19 and Development Plan 15-20 Tommy's Hamburgers at 17537 Castleton Street

Overview

On September 29, 2015, Tommy's Hamburgers, ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 15-20 and Conditional Use Permit ("CUP") No. 15-19, for the construction and operation of a fast-food restaurant with more than 50 seats, for the property located at 17537 Castleton Street. Generally, approval of a development plan falls under the purview of the City Council, and approval of a CUP is at the discretion of the Planning Commission.

Section 17.04.120 of the Municipal Code requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications must be submitted first to the Planning Commission for review and recommendation and then to the City Council for a final decision. This project involves the following two applications submitted by the Applicant.

- Section 17.12.025 of the Municipal Code requires approval of a Conditional Use Permit for the establishment and operation of a fast-food restaurant with more than 50 seats. Conditional Use Permit 15-19 is to establish a Tommy's Hamburgers fast-food restaurant with more than 50 seats.

- Section 17.36.020 of the Municipal Code requires approval of a Development Plan for new construction. Development Plan 15-20 is for the construction of a new 2,492 square foot, stand-alone, drive-thru restaurant.

Location and Surroundings

As shown on the location map (Attachment 1), the proposed Tommy's Hamburgers restaurant is located at 17537 Castleton Street on a 0.87- acre parcel, which is located south of the Pomona Freeway (SR-60), and east of Albatross Road. The project is surrounded on the east by an existing Olive Garden restaurant development, and Costco to the south across Castleton Street.

Proposal

The restaurant accommodates 56 indoor seats and 24 outdoor seats. The dining room and drive-thru will operate 24 hours a day. Tommy's Hamburgers will employ approximately 25 people.

As shown in the site plan and floor plan (Attachments 2 and 3 respectively), the proposed Tommy's Hamburgers restaurant consists of a 2,492 square-foot building, 375 square-foot outdoor eating area, and a drive-thru on the east side of the building. The restaurant includes approximately 780 square feet of dining area and approximately 1,712 square feet of kitchen, storage, office, and restroom space. The site accommodates 34 parking spaces and 11,368 square feet of landscaping. Access to the restaurant is from one driveway on Castleton Street. The drive-thru entrance is on the southwest side of the building, and can accommodate approximately 12 vehicles. The drive-thru pick-up window is on the southeast side, and the menu/ordering board is on the south side of the building.

As shown on the elevations (Attachment 4), the roof is flat but includes variations in height to add architectural interest, accent trim and an entry tower with roof tiles. The main building is 19'-6" tall and the entry tower is 27'- 0" tall. The main entry of the restaurant is oriented to the northwest, facing the parking lot. The trash enclosure is on the east side of the parking lot. The building itself is a Spanish contemporary design with an appropriate level of detail and finishing materials that enhance the aesthetics of the building.

Staff Analysis (DP 15-20)

The proposed Development Plan for this fast-food restaurant is consistent with the Zoning ("C" – Commercial) and General Plan (Commercial) designations of the site and complies with the development and design standards in Sections 17.12, Commercial Zone, and 17.36, Design Review, of the Industry Municipal Code. Specifically, the project:

- Meets design guidelines. Section 17.36.060 A-J of the Municipal Code call for well-designed and coordinated buildings, walls, lighting, and landscaping. The proposed project is a modern structure with design, signage, and landscaping that will be coordinated.
- Meets access requirements. Section 17.36.060.K of the Municipal Code requires a minimum driveway and drive-aisle width of 26 feet. One 30 foot driveway on Castleton Street is proposed. Internal drive-aisle widths that will provide access within the new parking lot are a minimum of 26 feet.
- Meets landscaping requirements. Section 17.36.060.Q of the Municipal Code requires that a minimum of 12 percent of the site be devoted to landscaping, and 30 percent (11,368 square feet) is proposed.
- Exceeds vehicular parking requirements. Section 17.36.060.K of the Municipal Code requires one parking space per 250 square feet of building area. Based on this formula, the project is required to provide 12 parking spaces and 34 parking spaces are proposed.

Staff Analysis (CUP 15-20)

The proposed Conditional Use Permit for this fast-food restaurant is consistent with the Zoning ("C" – Commercial) and General Plan (Commercial) designations of the site and complies with the development and design standards in Sections 17.12, Commercial Zone, and 17.36, Design Review, of the Industry Municipal Code.

Parking

Per Section 17.36.060.K.1.b of the Municipal Code, a fast-food use is parked at the rate of one space per 250 square feet. Based on this formula, the proposed use requires 11 parking spaces and there are 34 parking spaces provided, which is more than sufficient to accommodate the parking required for the proposed use.

Effects on Adjacent Properties
The proposed use is not anticipated to adversely affect adjacent uses. Appropriate conditions regulating the proposed use and operation of the proposed fast-food restaurant have been included in the Conditions of Approval.

Environmental Analysis

An Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) to determine if the proposed project could have a significant impact on the environment (Attachment 6). The Initial Study determined that the proposed project would not have a significant effect on the environment with the implementation of a mitigation measure addressing access conflicts on Castleton Street.

The Notice of Intent to Adopt a Mitigated Negative Declaration (Attachment 7) was posted on the site, fire stations, and Council Chambers, and published in the San Gabriel Tribune on March 24, 2016

Public Hearing

The required Public Hearing Notice for CUP 15-19 (Attachment 5) was posted on the Property, Fire Station 118, City Hall, Council Chambers, distributed to surrounding property owners within 300 feet of the site, and published in the San Gabriel Valley Tribune on April 28, 2016.

Planning Commission's Action

On April 14, 2016, the Planning Commission conducted a duly noticed public meeting, and public hearing, to consider DP 15-20 and CUP 15-19, and adopted Resolution Nos. PC 2016-10 and PC 2016-11, recommending that the City Council approve the development plan and CUP. The Planning Commission also adopted Resolution No. 2016-09 recommending that the City Council adopt the mitigated negative declaration for the project.

Recommendation

Because the project complies with City use, design, and development standards, and satisfies the findings noted in the Resolutions, staff recommends that the City Council:

1) Adopt Resolution No. CC 2016-28 (Attachment 6) approving Development Plan No. 15-20 with the findings and Standard Requirements and Conditions of Approval and findings contained therein; and

2) Adopt Resolution No. CC 2016-29 (Attachment 7) approving Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program for Development Plan 15-20 and Conditional Use Permit 15-19; and

3) Adopt Resolution No. CC 2016-30 (Attachment 8) approving Conditional Use Permit No. 15-19 with the Standard Requirements and Conditions of Approval and findings contained therein,

Attachments

- Attachment 1: Location Map
- Attachment 2: Site Plan
- Attachment 3: Proposed Floor Plan
- Attachment 4: Proposed Elevations

- Attachment 5: Public Hearing Notice
- Attachment 6: Resolution No. CC 2016-28 approving Development Plan No. 15-20 with findings of approval and Standard Requirements and Conditions of Approval
- Attachment 7: Resolution No. CC 2016-29 approving the Mitigated Negative Declaration for Development Plan 15-20 and Conditional Use Permit 15-19; Initial Study/Mitigated Negative Declaration for Tommy's Hamburgers, February 2016; and Mitigation Monitoring and Reporting Program
- Attachment 8: Resolution No. CC 2016-30 approving Conditional Use Permit No. 15-19 with findings of approval and Standard Requirements and Conditions of Approval

Attachment 1

CUP 15-19 and DP 15-20

Location Map

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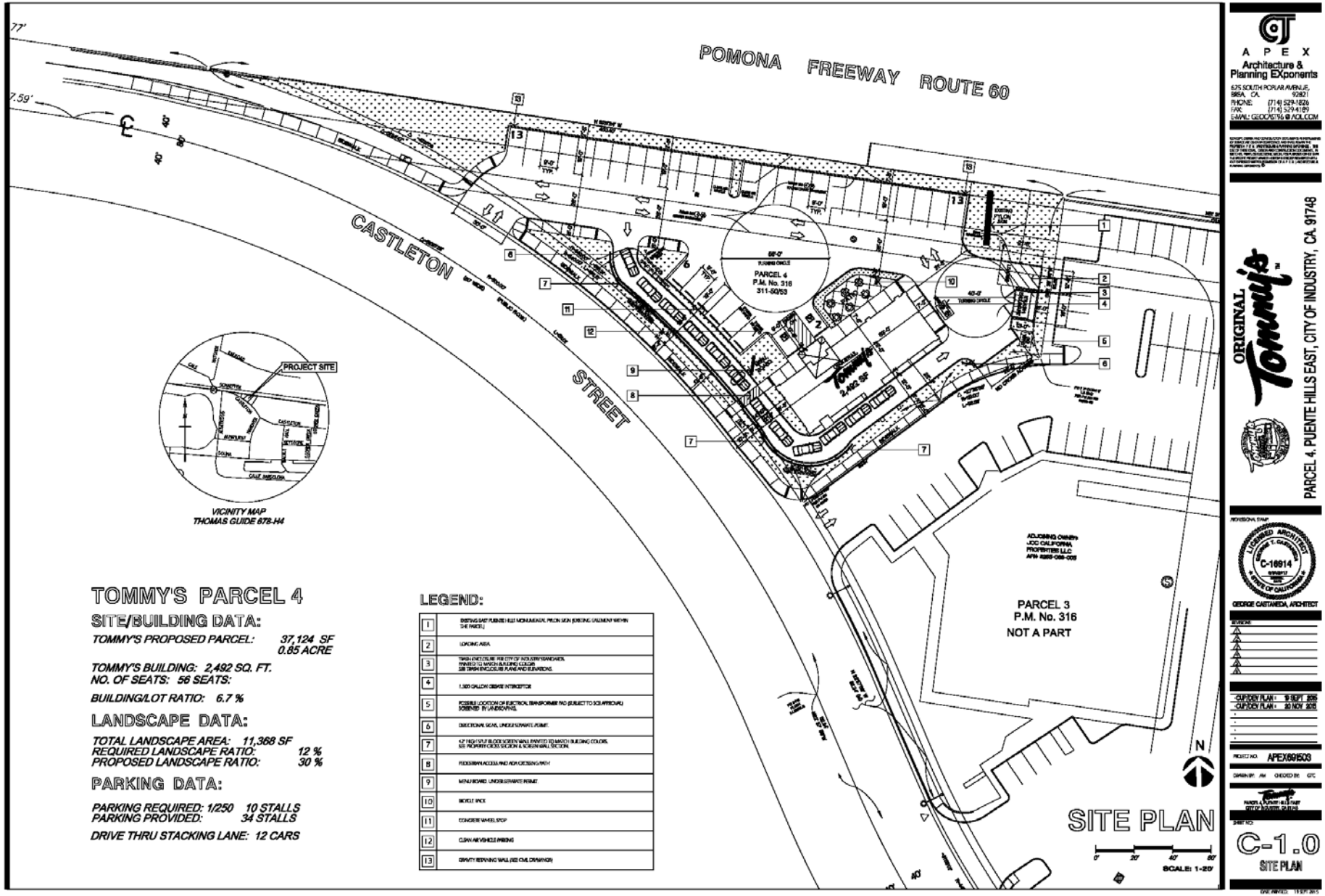
Attachment 2

CUP 15-19 and DP 15-20

Site Plan



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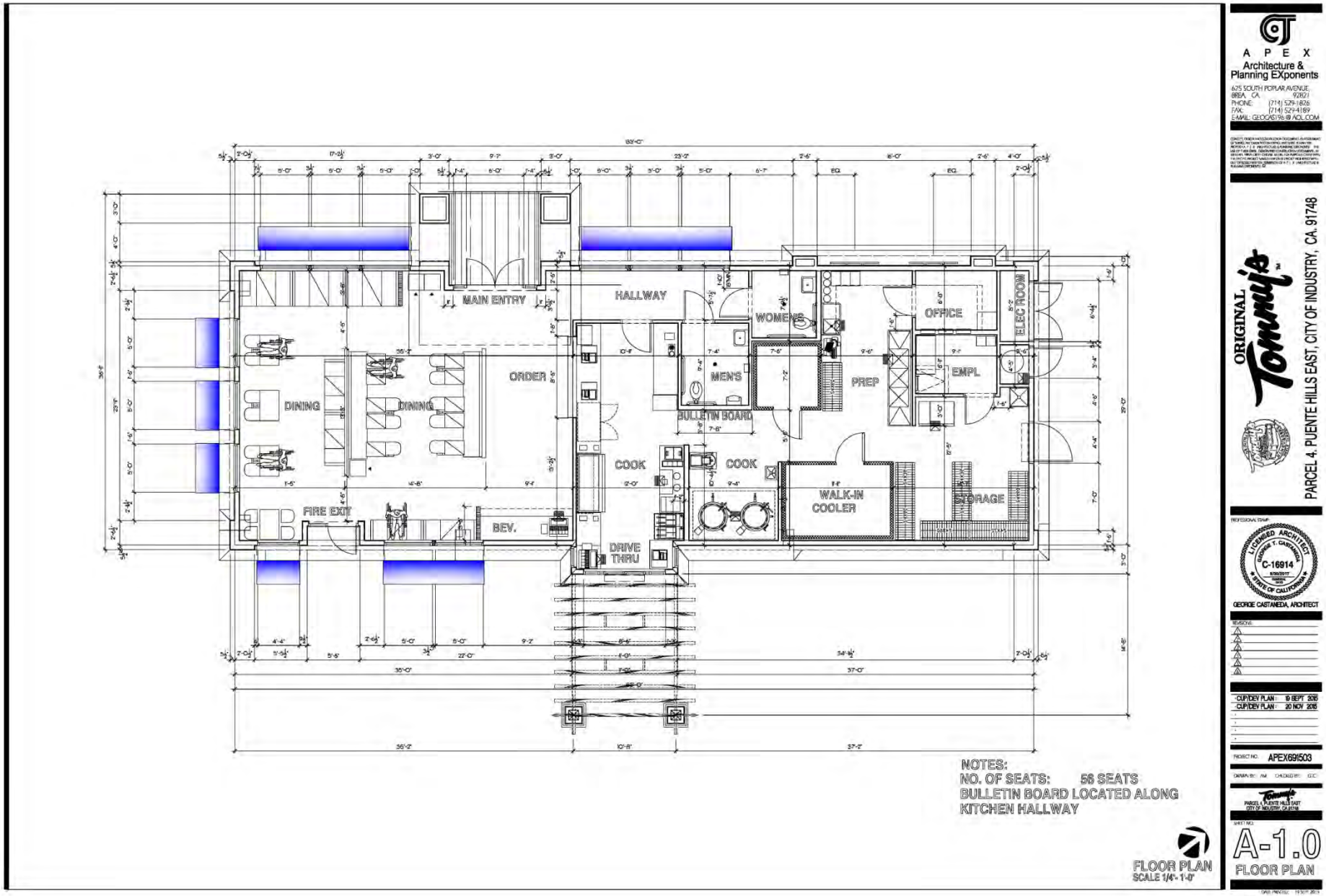
Attachment 3

CUP 15-19 and DP 15-20

Floor Plan



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Attachment 4

CUP 15-19 and DP 15-20

Elevations

FRONT ELEVATION FACING CASTLETON ST.

MATERIALS LEGEND:

NO	MANUFACTURER	MFG #	COLOR	FINISH	LOCATION
P-1	DUNN EDWARDS	[illegible]	[illegible]	SEMI-GLOSS	WOOD & WROUGHT IRON TRELLIS
P-2	DUNN EDWARDS	DE5193	"DEMPSTER"	SEMI-GLOSS	WAINSCOT BASE
P-3	DUNN EDWARDS	DE5193	"BODY COURT"	SEMI-GLOSS	FIELD COLOR
P-4	DUNN EDWARDS	DE5193	"ALABASTER"	SEMI-GLOSS	ACCENT TRIM
AW-1	SUNBRELLA FABRIC	[illegible]	[illegible]	MATTE	FABRIC AWNING
R-1	US TILE	SLOPE 1 SLATE	EL CAMINO BLEND	CLAY	ROOF PROVIDE BIRD STOP TYP.
T-1	DAL TILE		BLACKWHITE	GLOSS	ACCENT TILES

SIDE ENTRY ELEVATION

ELEVATIONS
SCALE: 1/4"- 1'-0"

APEX
Architecture &
Planning EXponents

ORIGINAL Tommy's

PARCEL 4, PUENTE HILLS EAST, CITY OF INDUSTRY, CA. 91748

LICENSED ARCHITECT
GEORGE T. CASTANEDA
C-16914
STATE OF CALIFORNIA

GEORGE CASTANEDA, ARCHITECT

CUP/DEV PLAN - 16 SEPT. 2015

APEX691503

A-2.0
ELEVATIONS

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Attachment 4

CUP 15-19 and DP 15-20

Elevations

REAR (NORTH) ELEVATION

MATERIALS LEGEND:

NO.	MANUFACTURER	MFG #	COLOR	FINISH	LOCATION
P-1	DUNN EDWARDS	[illegible]	[illegible]	SEMI-GLOSS	WOOD & WROUGHT IRON TRELLIS
P-2	DUNN EDWARDS	DEW361	"CEDARVILLE"	SEMI-GLOSS	WAINSCOT BASE
P-3	DUNN EDWARDS	DEW342	"IRON CLOUD"	SEMI-GLOSS	FIELD COLOR
P-4	DUNN EDWARDS	DEW310	"ALABASTINE"	SEMI-GLOSS	ACCENT TRIM
AB-1	SUNBRELLA FABRIC	[illegible]	[illegible]	MATTE	FABRIC AWNING
R-1	LB TILE	2 PIECE CLAY TILE	EL CAMINO BLEND	CLAY	ROOF/PROVIDE BIRD STOP TYP.
T-1	DAL TILE		BLACK/WHITE	GLOSS	ACCENT TILES

DRIVE THRU (EAST) ELEVATION

ELEVATIONS

SCALE: 1"- 1/4"

APEX
Architecture & Planning EXponents

ORIGINAL Tommy's

PARCEL 4, PUENTE HILLS EAST, CITY OF INDUSTRY, CA. 91748

LICENSED ARCHITECT GEORGE T. CASTAÑEDA C-16914 STATE OF CALIFORNIA

GEORGE CASTAÑEDA, ARCHITECT

CUP/DEV PLAN : 18 SEPT. 2015

APEX691503

A-2.1
ELEVATIONS

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Attachment 5
Public Hearing Notice

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NOTICE OF PUBLIC HEARING

Conditional Use Permit No. 15-19

On April 28, 2016, notice has been given that the City Council of the City of Industry will hold a public hearing to consider an application from Tommy's Hamburgers for Conditional Use Permit 15-19 located at 17537 Castleton Street in the City of Industry. Conditional Use Permit 15-19 is to establish a fast-food restaurant with more than 50 seats.

A copy of all relevant material, including the Conditional Use Permit application, Development Plan application, and Mitigated Negative Declaration are on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Please contact Troy Helling, Senior Planner, at the City of Industry at 626-333-2211 or by email at thelling@cityofindustry.org if you have questions.

The time, date, and place of the hearing will be as follows:

Time: 9:00 a.m.

Date: May 10, 2016

Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Notice is further given that on April 14, 2016, the Planning Commission of the City of Industry held a duly noticed public hearing and considered Resolution No. PC 2016-11, recommending that the City Council approve Conditional Use Permit No. 15-19, to allow a fast-food restaurant with more than 50 seats at 17537 Castleton Street, City of Industry, California and making findings in support thereof. At its April 14, 2016 meeting, the Planning Commission on a 5-0 vote, recommended that the City Council adopt the resolution approving Conditional Use Permit No. 15-19.

Any person wishing to be heard regarding this matter may appear at the above time, date, and place. Written comments may be sent via US Mail or by hand delivery to the City of Industry at the address listed above or via email to the email address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the Conditional Use Permit in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council of the City of Industry at, or prior to, the public hearing.

Cecelia Dunlap
Deputy City Clerk of the City of Industry

JN 9252

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Attachment 6
Resolution No. CC 2016-28

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RESOLUTION NO. CC 2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 15-20 FOR THE CONSTRUCTION OF A 2,492 SQUARE FOOT FAST-FOOD RESTAURANT LOCATED AT 17537 CASTLETON STREET IN THE CITY OF INDUSTRY, CALIFORNIA, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on September 29, 2015, Tommy's Hamburgers, ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 15-20 described herein ("Application"); and

WHEREAS, the Application applies to a 0.87 acre property at 17537 Castleton Street, City of Industry, California, Assessor's Parcel Numbers 8265-068-006 ("Property"); and

WHEREAS, the Applicant desires to construct a fast-food restaurant (2,492 square feet) within the "C"-Commercial Zone (the "Project"), at the site, and in accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The Project is consistent with the General Plan as the construction of a fast-food restaurant building is similar to other commercial buildings in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, the development is consistent with the provisions of the City's General Plan because is the Property is designated as Commercial, which allows the development of buildings for commercial uses; and

WHEREAS, pursuant to Section 17.04.120 of the City's Code, when there are multiple applications for land use entitlements that require final decisions by both the Planning Commission and City Council, the application must first be considered by the Planning Commission, and then submitted to the City Council for final approval. Because the Applicant has submitted entitlement applications for both a Development Plan and CUP for the same property, the Planning Commission is required to make a recommendation on the Development Plan to the City Council; and

WHEREAS, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.,* the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an Initial Study was

performed, the result of which was preparation and circulation of a Mitigated Negative Declaration ("IS/MND") analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on March 24, 2016, through, and including, April 13, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on March 24, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On March 24, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council meeting to review the Application and Initial Study/Mitigated Negative Declaration, was published in the San Gabriel Valley Tribune and posted at the Project site, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address the implementation of a mitigation measure regarding access conflicts on Castleton Street; and

WHEREAS, at a regular meeting on April 14, 2016, the Planning Commission of the City of Industry conducted a public meeting and adopted Resolution PC 2016-10 recommending that the City Council approve the Application and the Initial Study/Mitigated Negative Declaration; and,

WHEREAS, on May 10, 2016, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: Based upon substantial evidence presented to the City Council during the May 10, 2016 public meeting, including public testimony and written and oral staff reports, the City Council finds as follows:

A. The Property is suitable for development in accordance with the Development Plan because the Property has already been developed in accordance with requirements of the City's Code, there are no known natural or reported man-made hazards, and the Property is designated as Commercial in the General Plan and zoned "C" Commercial, which are consistent with and allow for the proposed development; and

B. The total development is arranged so as to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties, the building would not significantly impact road capacity, and the proposed driveway which meets minimum width standards on Castleton Street will serve the project; and

C. The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Development Plan, the project complies with development standards in regards to building setbacks, height, parking, access, screening, and design; and

D. The development is consistent with the provisions of the City's General Plan because is the Property is designated as Commercial, which allows for the construction of commercial buildings; and

E. Based on the foregoing, the City Council approves Development Plan No. 15-20, subject to the Conditions of Approval, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 4: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on May 10, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

EXHIBIT A

Standard Requirements and Conditions of Approval

Application: **Development Plan 15-20**

Applicant: **Tommy's Hamburgers**

Location: **17537 Castleton Street**

Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof. If applicable, addresses will include designators for individual tenant addresses, such as Unit A.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.

2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.

3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.

4. All exterior surfaces of buildings and appurtenant structures shall be painted in

accordance with the approved development plan.

5. The owner shall dedicate necessary landscape and utility easements along street frontage as depicted on the approved plans for DP 15-20. (e.g. approved development plan).

6. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.

7. The Applicant shall provide off-street parking as shown on the approved development plan.

8. The Applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications as depicted on the approved plans for DP 15-20. (e.g. approved development plan).

9. The owner shall dedicate necessary easements for street or highway purposes as depicted on the approved plans for DP 15-20. (e.g. approved development plan).

10. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.

11. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.

12. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a Storm Water Soil Loss Prevention Plan (also called an Erosion Control Plan or a Water Pollution Control Plan).

13. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES Permit (also sometimes called the MS4 Permit) and other applicable regulatory requirements.

14. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or

treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES Permit. Prior to building final and/or issuance of the Certificate of Occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.

15. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved development plan.

16. Street lights shall be designed and installed along the street frontage of a development to the satisfaction of the City Engineer and as depicted on the approved plans for DP 15-20 (e.g. approved development plan).

17. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).

18. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.

19. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

20. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

<u>Interpretation and Enforcement</u>

1. The Applicant shall comply with all applicable code requirements, Conditions of Approval, laws, rules, and regulations applicable to the development of the project.

2. The Planning Department may interpret the implementation of each Condition of Approval and, with advanced notice, grant minor amendments to approved plans and/or Conditions of Approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved Condition of Approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved Condition of Approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

Indemnification and Hold Harmless Condition

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

Attachment 7
Resolution No. CC 2016-29

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RESOLUTION NO. CC 2016-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING FINDINGS AND ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN 15-20 FOR THE CONSTRUCTION OF A 2,492 SQUARE FOOT FAST-FOOD RESTAURANT, AND CONDITIONAL USE PERMIT 15-19 LOCATED AT 17537 CASTLETON STREET IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on September 29, 2015, Tommy's Hamburgers, ("Applicant") filed a complete application requesting the approval of Development Plan 15-20 and Conditional Use Permit 15-19 described herein ("Application"); and

WHEREAS, the Application applies to a 0.87 acre property at 17537 Castleton Street, City of Industry, California, Assessor's Parcel Number 8265-068-006 ("Property"); and

WHEREAS, the Applicant desires to construct and operate a fast-food restaurant (2,492 square feet) within the "C"-Commercial Zone (the "Project"), and in accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan is required for this type of activity and in accordance with Section 17.12.025(7) of the City's Municipal Code ("Code"), a CUP is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as it would provide essential goods and services commonly available at other restaurants, and does not conflict with the established goals and objectives of the Land Use Element. Fast-food restaurants with more than 50 seats are permitted in the "C" Commercial zone, subject to the approval of an CUP pursuant to Section 17.12.025(7) of City's Code; and

WHEREAS, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.,* the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an Initial Study was performed, the result of which was preparation and circulation of a Mitigated Negative Declaration ("IS/MND") analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on March 24, 2016, through, and including, April 13, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on March 24, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On March 24, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council meeting to review the Application and Initial Study/Mitigated Negative Declaration, was published in the San Gabriel Valley Tribune and posted at the Project site, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address the implementation of a mitigation measure regarding access conflicts on Castleton Street; and

WHEREAS, at a regular meeting on April 14, 2016, the Planning Commission of the City of Industry conducted a public meeting and adopted Resolution PC 2016-09 recommending that the City Council approve the Application and the Initial Study/Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) ; and

WHEREAS, on May 10, 2016, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public meeting of May 10, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

a. The foregoing recitals are true and correct and made a part of this Resolution.

b. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.

c. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.

d. The proposed Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.

e. In accordance with CEQA, the City Council has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:

   i. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.

   ii. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

f. That the City Council of the City of Industry hereby makes the findings contained this Resolution, and adopts the Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 2: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity,

unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 3: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on May 10, 2016, by the following vote:

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

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

Exhibit A
Notice of Intent to Adopted a Mitigated Negative Declaration

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CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
CONDITIONAL USE PERMIT 15-19
DEVELOPMENT PLAN 15-20
17537 Castleton Street, CITY OF INDUSTRY

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: Development Plan Application 15-20 is to develop a new 2,492 square foot fast-food restaurant on a 0.85 acre site. Conditional Use Permit 15-19 is to operate a fast-food restaurant with more than 50 seats.

Location: The proposed project is located at 17537 Castleton Street, City of Industry, Los Angeles County (APN 8265-068-006).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of mitigation measures that address the use of equipment meeting the Environmental Protection Agency-Certified off-road emissions standards during rough grading activity or limiting the amount of soil haul and the need to suspend grading work within 100 feet of a find if paleontological or tribal cultural resources are discovered. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins March 24, 2016, and ends April 13, 2016**. Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on April 13, 2016. If you would like to comment, please send written comments to:

Troy Helling, Senior Planner
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
thelling@cityofindustry.org
(626) 333-2211

Public Meeting: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on April 14, 2016, at 11:00 AM. The meeting will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

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Exhibit B.1
Initial Study/Mitigated Negative Declaration

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February 2016 | Initial Study

TOMMY'S HAMBURGERS

for City of Industry

Prepared for:

City of Industry
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City of Industry, California 91774-0366
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PLACEWORKS

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1. Introduction

The project applicant, CKE Restaurant Holdings, is seeking approval by the City of Industry for a development plan and a conditional use permit (CUP) for development of a Tommy's Hamburgers fast-service restaurant with a drive-through lane.

The project site is located at 17537 Castleton Street in the City of Industry.

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA), as amended, to determine if approval of the discretionary action requested and subsequent development could have a significant impact on the environment. This analysis will also provide the City of Industry with information to document the potential impacts of the proposed project.

1.1 PROJECT LOCATION

The site is on a vacant parcel on Castleton Street in the City of Industry in Los Angeles County and in the southern San Gabriel Valley (see Figure 1, *Regional Location*). It is about 600 feet east of the intersection of Castleton Street and Albatross Road (see Figure 2, *Local Vicinity*). The assessor's parcel number is 8265-068-006 and the site is located at 17537 Castleton Street. It is 37,124 square feet, or about 0.85 acre. The elevation ranges from about 431 to 434 feet above mean sea level. The site and surrounding land slope to the north at approximately a 2 percent grade.

Regional access to the site is from State Route 60 (SR-60) via the Azusa Avenue ramps; Azusa Avenue passes about 0.6 mile west of the site.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Land Use

The site is vacant and sparsely vegetated. A pylon sign for the Puente Hills East commercial area is near the northeast corner of the site (see Figures 3, *Aerial Photograph*, and 4, *Site Photographs*).

1.2.2 Surrounding Land Use

The site is surrounded by the SR-60 freeway to the north and by commercial uses to the east, south, and west. An Olive Garden Restaurant is at 17585 Castleton Street next to the east site boundary, and a Costco Warehouse store is southwest opposite Castleton Street. Albatross Road, about 600 feet to the west, marks the east edge of the Puente Hills Mall commercial development.

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Land Use

The project consists of a 2,492-square-foot fast-service restaurant that would be built in the east half of the site. The restaurant would have 56 indoor seats, an outdoor seating area, and one drive-through window (see Figure 5, *Site Plan,* and Figures 6a and 6b, *Elevations*).

The existing pylon sign near the northeast corner of the site would remain.

Access and Parking

Site access would be via one driveway from Castleton Street onto the west part of the site. A driveway and parking lot for the Olive Garden Restaurant to the east abuts the east site boundary; no vehicular access would be provided from the project site to the Olive Garden property.

The project includes 34 parking stalls including two accessible stalls. Most of the stalls would be along the north edge of the site.

The drive-through lane would extend near the southwest site boundary; turn northeastward; and continue along the east side of the restaurant. Drive-through circulation would enter and exit the site through the one driveway. The drive-through lane would provide queueing length for 12 cars.

Landscaping

The project would include installation of 11,368 square feet of landscaping—that is, 30 percent of the site—most of which would be along the site perimeter.

Operation

The restaurant would operate 7 AM to 10 PM. Eight employees per shift for two shifts would staff the restaurant.

1.3.2 Project Phasing

Project construction is expected to take about three months in the first half of 2016.

1.4 EXISTING ZONING AND GENERAL PLAN

The General Plan land use designation is Commercial, and the zoning designation is Commercial (C).

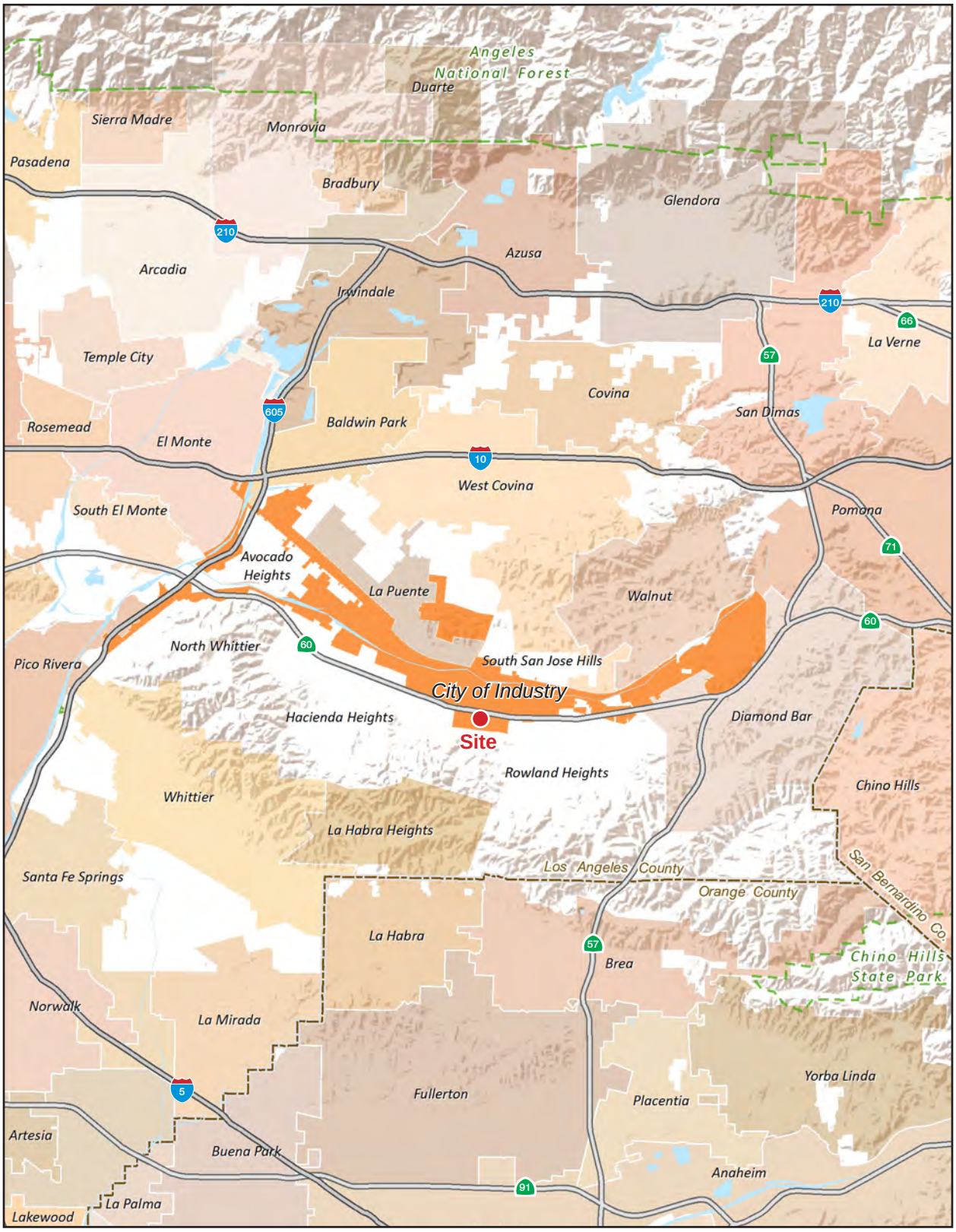
1.5 CITY ACTION REQUESTED

The project includes applications for two discretionary approvals by the City:

- A development plan
- A CUP is required for development of a fast-service restaurant with more than 50 seats.

Figure 1 - Regional Location

1. Introduction



Note: Unincorporated county areas shown in white.

0 3
Scale (Miles)

Source: ESRI, 2015.

1. Introduction

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Figure 2 - Local Vicinity

1. Introduction

Project Site

City Boundary

0 900
Scale (Feet)

Source: ESRI, 2015.

1. Introduction

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Figure 3 - Aerial Photograph

1. Introduction

Project Boundary

0 100
Scale (Feet)

Source: ESRI, 2015

1. Introduction

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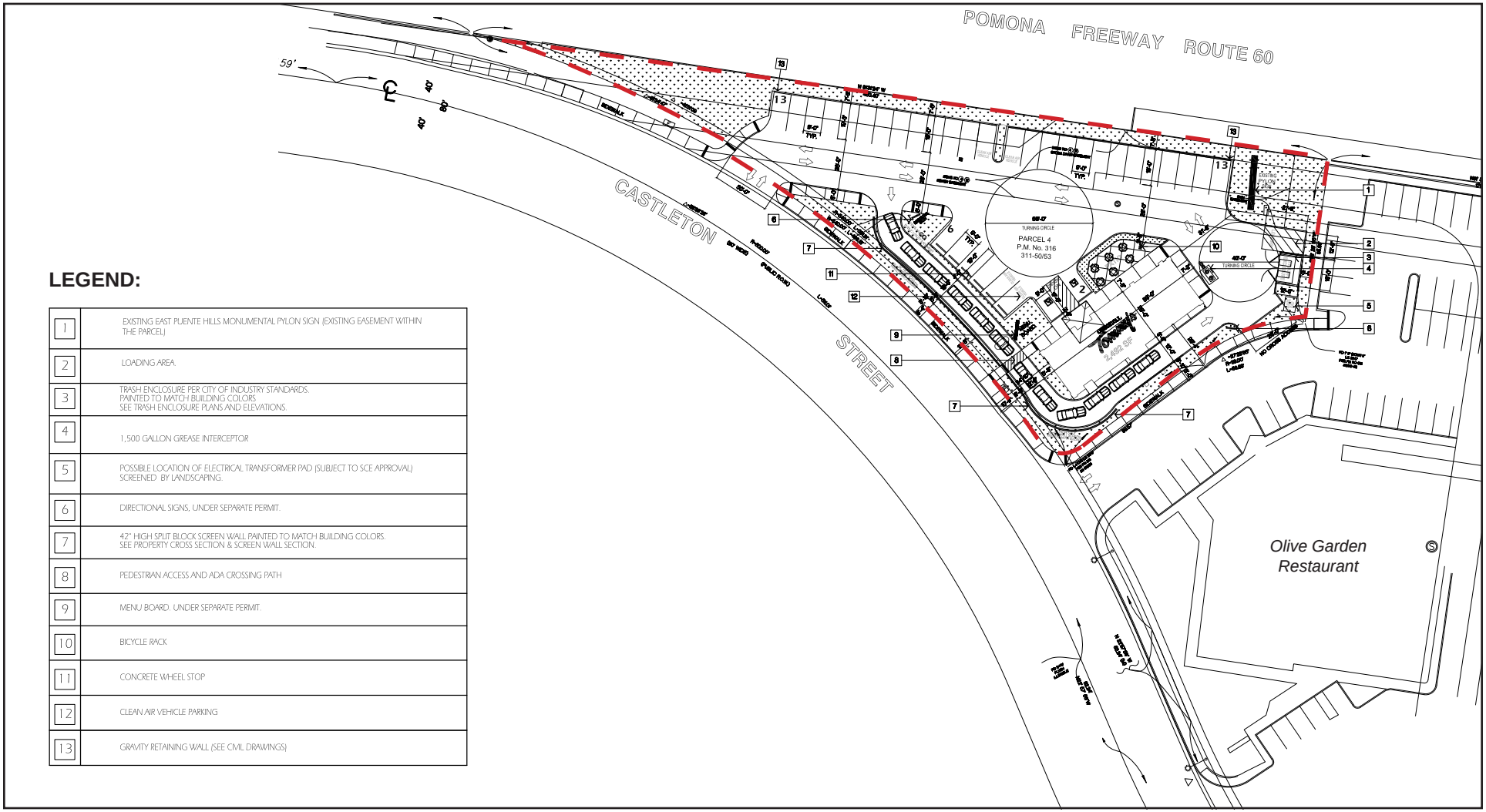
Figure 4 - Site Plan

1. Introduction



Project Boundary

0 90
Scale (Feet)

Source: ESRI, 2015

1. Introduction

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Figure 5 - Site Photographs
1. Introduction

View from southern part of site looking northeast showing the pylon sign in the northeast part of the site; the SR-60 freeway in the middle ground; and the San Gabriel Mountains in the background.

View from the central part of the site looking west showing the Costco Warehouse southwest of the site in the left background and the SR-60 freeway in the right background.

1. Introduction

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Figure 6a - Elevations

1. Introduction

FRONT ELEVATION FACING CASTLETON ST.

MATERIALS LEGEND:

NO	MANUFACTURER	MFG #	COLOR	FINISH	LOCATION
P-1	DUNN EDWARDS	DE5183	"DESERT HARVEST"	SEMI-GLOSS	WOOD & WROUGHT IRON TRELLIS
P-2	DUNN EDWARDS	DE5185	"CEDARVILLE"	SEMI-GLOSS	WAINSCOT BASE
P-3	DUNN EDWARDS	DE5182	"ROSY CLOUD"	SEMI-GLOSS	FIELD COLOR
P-4	DUNN EDWARDS	DEW310	"ALABASTER"	SEMI-GLOSS	ACCENT TRIM
AW-1	SUNBRELLA FABRIC	[illegible]	[illegible]	MATTE	FABRIC AWNING
R-1	US TILE	2-PIECE CLAY TILE	EL CAMINO BLEND	CLAY	ROOF/PROVIDE BIRD STOP,TYP.
T-1	DAL TILE		BLACK/WHITE	GLOSS	ACCENT TILES

SIDE ENTRY ELEVATION

0 14
Scale (Feet)

Source: Apex, 2015

1. Introduction

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Figure 6b - Elevations
1. Introduction

REAR (NORTH) ELEVATION

MATERIALS LEGEND:

NO	MANUFACTURER	MFG #	COLOR	FINISH	LOCATION
P-1	DUNN EDWARDS	DE6343	"DEEP PEBBLE"	SEMI-GLOSS	WOOD & WROUGHT IRON TRELLIS
P-2	DUNN EDWARDS	DE5185	"CEDARVILLE"	SEMI-GLOSS	WAINSCOT BASE
P-3	DUNN EDWARDS	DE5182	"ROSY CLOUD"	SEMI-GLOSS	FIELD COLOR
P-4	DUNN EDWARDS	DEW310	"ALABASTER"	SEMI-GLOSS	ACCENT TRIM
AW-1	SUNBRELLA FABRIC	[illegible]	[illegible]	MATTE	FABRIC AWNING
R-1	US TILE	2 PIECE CLAY TILE	EL CAMINO BLEND	CLAY	ROOF/PROVIDE BIRD STOP,TYP.
T-1	DAL TILE		BLACK/WHITE	GLOSS	ACCENT TILES

DRIVE THRU (EAST) ELEVATION

0 14
Scale (Feet)

Source: Apex, 2015

1. Introduction

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2. Environmental Checklist

2.1 BACKGROUND

1. **Project Title:** Original Tommy's Hamburgers

2. **Lead Agency Name and Address:**
City of Industry
15625 East Stafford, Suite 100
P.O. Box 3366
City of Industry, CA 91744-0366

3. **Contact Person and Phone Number:**
Troy Helling, Senior Planner
626.333.2211

4. **Project Location:**
The project site is in the City of Industry in the San Gabriel Valley in Los Angeles County. The project site is an 0.85-acre parcel, located at 17537 Castleton Street, APN No. 8265-068-006, on the north side of Castleton Street about 450 feet northwest of the intersection of Castleton Street and Hanover Road. The site abuts the south side of the SR-60 freeway and is about 600 feet east of the Puente Hills Mall property.

5. **Project Sponsor's Name and Address:**
CKE Restaurant Holdings
625 S Poplar Ave
Brea, CA 92821

6. **General Plan Designation:** Commercial

7. **Zoning:** Commercial

8. **Description of Project**:
The project consists of development of a 2,492-square-foot fast food restaurant with 56 seats and a drive-through lane. The project would involve construction of 34 parking stalls, mostly on the north side of the parcel. The project would include installation of 11,368 square feet of landscaping, mostly along the site perimeter.

9. **Surrounding Land Uses and Setting**:
The site is vacant and sparsely vegetated, mostly with grasses. It is surrounded by the SR-60 freeway to the north and by commercial uses to the east, south, and west. An Olive Garden Restaurant is at 17585 Castleton Street next to the east site boundary; and a Costco Warehouse store is southwest across Castleton Street.

10. Other Public Agencies Whose Approval Is Required:

- Los Angeles County Fire Department
- Los Angeles County Building Department
- Los Angeles County Health Services Department
- Los Angeles County Public Works Department
- South Coast Air Quality Management District
- State Water Resource Control Board

2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

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

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

2.3 EVALUATION OF ENVIRONMENTAL IMPACTS

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

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

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

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

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

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

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

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

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

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

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

9) The explanation of each issue should identify:

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

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

2. Environmental Checklist

	Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:					
a)	Have a substantial adverse effect on a scenic vista?			X	
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				X
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					
a)	Conflict with or obstruct implementation of the applicable air quality plan?			X	
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d)	Expose sensitive receptors to substantial pollutant concentrations?			X	

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?			X	
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
e) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074? (Interim checklist question for AB 52 compliance.)				X

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	

2. Environmental Checklist

	Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	
IX. HYDROLOGY AND WATER QUALITY. Would the project:					
a)	Violate any water quality standards or waste discharge requirements?			X	
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site				
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e)	Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f)	Otherwise substantially degrade water quality?			X	
g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j)	Inundation by seiche, tsunami, or mudflow?				X

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?				X
d) Parks?				X
e) Other public facilities?				X
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?		X		
e) Result in inadequate emergency access?				X
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?			X	
e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

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Section 2.3 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

3.1 AESTHETICS

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. Vistas of the San Gabriel Mountains to the north, the Puente Hills to the south, and the Montebello Hills to the west are visible from the site. Surrounding land uses are restaurant and retail uses that are mainly indoor uses; thus, project development would not substantially affect scenic vistas from such land uses. Regarding public views from Castleton Street south of the site, the site extends east-west about 460 feet; the restaurant would extend east-west about 95 feet, that is, approximately one-fifth of the length of the site. Thus, the proposed restaurant building would not substantially block public views from Castleton Street, and impacts would be less than significant. No mitigation is needed.

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

No Impact. The site is vacant and flat; there are no trees, rock outcroppings, or historic buildings within the site. The nearest state scenic highway to the site is SR-90, about 12 miles to the southeast. Project development would not damage scenic resources, including scenic resources in a state scenic highway. No impact would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

No Impact. The site is vacant, flat, and sparsely vegetated. The visual character of the site does not contribute to the visual quality of the surroundings, which consist of commercial land uses and the SR-60 freeway. Project development would not degrade the existing visual character of the site and its surroundings, and no impact would occur.

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

Less Than Significant Impact. There are existing street lights on both sides of Castleton Street fronting the project site. Nearby commercial developments include external building lights and parking lot lights. The project would install external building lights and directional signs and a menu board for the drive-through lane. The types and intensities of lighting would be similar to lighting on other commercial land uses nearby. The project would not add a new source of substantial light or glare compared to existing nearby lighting and would not adversely affect day or nighttime views. Impacts would be less than significant, and no mitigation is needed.

3.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

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

No Impact. The project site is not mapped on the California Important Farmland Finder maintained by the Division of Land Resource Protection. The site is vacant and is not in agricultural use. Project development would not impact mapped important farmland, and no impact would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The site is zoned for commercial use and is not zoned for agricultural use. Williamson Act contracts restrict the use of privately owned land to agriculture and compatible open-space uses under contract with local governments; in exchange, the land is taxed based on actual use rather than potential market value. There are no Williamson Act contracts in effect for the project site, and no impact would occur.

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

No Impact. The site is zoned for commercial use, and is not zoned for forest land, timberland, or timberland production. No impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The site is vacant and sparsely vegetated with nonnative plant materials. There is no forest land onsite, and project development would not impact forest land.

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

No Impact. The site is in an area developed with commercial land uses and a freeway. There are no agricultural uses near the site, and project development would not indirectly cause conversion of mapped important farmland or forest land to nonagricultural uses. No impact would occur.

3.3 AIR QUALITY

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthful pollutant concentrations. A background discussion on the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix A.

The primary air pollutants of concern for which ambient air quality standards (AAQS) have been established are ozone (O_3), carbon monoxide (CO), coarse inhalable particulate matter (PM_{10}), fine inhalable particulate matter ($PM_{2.5}$), sulfur dioxide (SO_2), nitrogen dioxides (NO_2), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (SoCAB), which is managed by the South Coast Air Quality Management District (SCAQMD), is designated nonattainment for O_3 and $PM_{2.5}$ under the California and National AAQS, nonattainment for PM_{10} under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2014a).

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

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. A consistency determination plays an important role in local agency project review by linking local planning and individual projects to the air quality management plan (AQMP). It fulfills the CEQA goal of informing decision makers of the environmental efforts of the project under consideration at an early enough stage to ensure that air quality concerns are fully addressed. It also provides the local agency with ongoing information as to whether they are contributing to clean air goals in the AQMP. The most recent adopted comprehensive plan is the 2012 AQMP, adopted on December 7, 2012 (see Appendix A to this Initial Study for a description of the 2012 AQMP).

Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (SCAG) and are partially based on land use designations in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. The proposed project is not considered a regionally significant project that would warrant Intergovernmental Review by SCAG under CEQA Guidelines section 15206.

While the proposed project would result in an increase in employment in the City of Industry, the project would not substantially affect the regional growth projections, because the land use is consistent with the underlying City of Industry General Plan land use designation. Thus, it would not have the potential to substantially affect the regional growth projections. Additionally, the regional emissions generated by construction and operation of the proposed project would be less than the SCAQMD emissions thresholds, and SCAQMD would not consider the project a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Therefore, the project would not affect the

3. Environmental Analysis

regional emissions inventory or conflict with strategies in the AQMP. Impacts are less than significant, and no mitigation measures are required.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact. The following describes project-related impacts from short-term construction activities and long-term operation of the proposed project.

Short-Term Air Quality Impacts

Construction activities would result in the generation of air pollutants. These emissions would primarily be 1) exhaust emissions from off-road diesel-powered construction equipment; 2) dust generated by asphalt demolition, site preparation, grading, earthmoving, and other construction activities; 3) exhaust emissions from on-road vehicles and 4) off-gas emissions of volatile organic compounds (VOCs) from application of asphalt, paints, and coatings.

Construction of the 0.85-acre project site would involve site preparation, site grading, construction of the fast-service restaurant, landscape installation, and architectural coating. Construction activities would start in early 2016 and would take approximately three months. Construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2013.2.2, based on the project's preliminary construction schedule. Results of the construction emission modeling are shown in Table 1, *Maximum Daily Regional Construction Emissions*. As shown in the table, air pollutant emissions from construction-related activities would be less than their respective SCAQMD regional significance threshold values. Therefore, air quality impacts from project-related construction activities would be less than significant. No mitigation measures are required.

Table 1 Maximum Daily Regional Construction Emissions

Source	Criteria Air Pollutants (lbs/day)[1,2]					
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Site Preparation	1	14	8	<1	1	1
Grading & Grading Soil Haul	2	17	14	<1	2	1
Building Construction	1	14	9	<1	1	1
Building Construction & Paving	3	25	17	<1	2	2
Building Construction & Paving & Architectural Coating	16	27	19	<1	2	2
Maximum Daily Emissions	16	27	19	<1	2	2
SCAQMD Regional Threshold	75	100	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

Source: CalEEMod, version 2013.2.2.
Note: Totals may not equal 100 percent due to rounding.
1 The construction schedule is based on the preliminary information provided by the City. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.
2 Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186–compliant sweepers.

Long-Term Operation-Related Air Quality Impact

Long-term air pollutant emissions generated by the project would be generated by area sources (e.g., landscape fuel use, aerosols, and architectural coatings), mobile sources from vehicle trips, and energy use (natural gas) associated with the proposed fast-service restaurant. Trip generation is based on the trip generation rates from the Institute of Transportation Engineers' Trip Generation Manual (9th edition). Criteria air pollutant emissions for the proposed project were modeled using CalEEMod. Table 2, *Maximum Daily Regional Operational Phase Emissions*, identifies criteria air pollutant emissions from the proposed project. As shown in the table, air pollutant emissions generated from operation-related activities would be less than their respective SCAQMD regional significance threshold values, and no mitigation measures are required.

Table 2 Maximum Daily Regional Operational Phase Emissions

Source	Criteria Air Pollutants (lbs/day)					
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Area	<1	<1	<1	<1	<1	<1
Energy	<1	<1	<1	<1	<1	<1
Mobile Sources	6	9	41	<1	4	1
Total Emissions	6	9	42	<1	4	1
SCAQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2013.2.2. Highest winter or summer emissions are reported. Totals may not total to 100 percent due to rounding. Does not include stationary source emissions from use of a flame broiler, which would require a separate permit from SCAMQD.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less Than Significant Impact. The SoCAB is designated nonattainment for O_3 and $PM_{2.5}$ under the California and National AAQS, nonattainment for PM_{10} under the California AAQS, and nonattainment for lead under the National AAQS (CARB 2014a). According to SCAQMD 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 (SCAQMD 1993). Construction and operational activities would not result in emissions in excess of SCAQMD's significant thresholds. Therefore, the project would not result in a cumulatively considerable net increase in criteria pollutants and impacts would be less than significant. No mitigation measures are required.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The proposed project could expose sensitive receptors to elevated pollutant concentrations if it would cause or contribute significantly to elevated pollutant concentration levels. Unlike regional emissions, localized emissions are typically evaluated in terms of air concentration rather than mass so they can be more readily correlated to potential health effects.

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Construction

Construction LSTs

Localized significance thresholds (LSTs) are based on the California AAQS, which are the most stringent AAQS that have been established to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. Construction LSTs are based on the size of the project site, distance to the nearest sensitive receptor, and Source Receptor Area. Receptors proximate to the proposed project site are the residences to the south.

Air pollutant emissions generated by construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 3, *Localized Construction Emissions*, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the SCAQMD's LSTs. As shown in the table, construction activities would not exceed the LSTs. Therefore, localized impacts would be less than significant, and no mitigation measures are required.

Table 3 Localized Construction Emissions

Source	Pollutants(lbs/day)[1,2]			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Site Preparation	14	7	1.06	0.79
Grading & Grading Soil Haul	11	9	1.13	0.95
Building Construction	14	8	0.94	0.86
SCAQMD ≤1.00-acre LST	83	673	165.24	91.29
Exceeds LST?	No	No	No	No
Building Construction & Paving	24	16	1.60	1.48
Building Construction & Paving & Architectural Coating	27	17	1.80	1.67
SCAQMD 1.44-acre LST	100	830	169.24	94.03
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2013.2.2; SCAQMD 2008.

Note: In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis. NO_x and CO construction LSTs are based on non-residential receptors within 82 feet (25 meters) in SRA 11. PM_{10} and $PM_{2.5}$ construction LSTs are based on residential receptors within 1,770 feet (529 meters) in SRA 11.

1 The construction schedule is based on the preliminary information provided by the City. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

2 Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186–compliant sweepers.

Health Risk Assessment

SCAQMD currently does not require health risk assessments to be conducted for short-term emissions from construction equipment. Emissions from construction equipment primarily consist of diesel particulate matter (DPM). The Office of Environmental Health Hazards Assessment (OEHHA) has recently adopted new guidance for the preparation of health risk assessments issued in March 2015. OEHHA has developed a

cancer risk factor and noncancer chronic reference exposure level for DPM, but these factors are based on continuous exposure over a 30-year time frame. No short-term acute exposure levels have been developed for DPM. The proposed project would be developed in approximately three months, which would limit the exposure to onsite and offsite receptors. SCAQMD currently does not require the evaluation of long-term excess cancer risk or chronic health impacts for a short-term project. In addition, construction activities would not exceed LST significance thresholds. For the reasons stated above, it is anticipated that construction emissions would not pose a threat to offsite receptors near the proposed fast-service restaurant, and project-related construction health impacts would be less than significant. No mitigation measures are required.

Operation

Operation LSTs

Operation of the proposed project would not generate substantial quantities of emission from onsite, stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from SCAQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur onsite. The proposed project does not fall within these categories of uses. While operation of the proposed project would result in the use of standard onsite mechanical equipment such as heating, ventilation, and air conditioning units in addition to occasional use of landscaping equipment for project site maintenance, air pollutant emissions generated from these activities would be nominal (see Table 2). Therefore, localized air quality impacts related to stationary-source emissions would be less than significant, and no mitigation measures are required.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hotspots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds.

The SoCAB has been designated attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2011). The proposed project would result in approximately 1,236 average daily trips during a weekday, 113 trips during the morning peak hour, and 81 trips during the evening peak hour, which is substantially less than the volumes cited above. Furthermore, the SoCAB has been designated as attainment under both the national and California AAQS for CO. The project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. Localized air quality impacts related to mobile-source emissions would be less than significant, and no mitigation measures are required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. The proposed project would not result in objectionable odors. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

> A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

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 land use does not fall within the aforementioned land uses. Emissions from construction equipment, such as diesel exhaust and volatile organic compounds from architectural coatings and paving activities, may generate odors. However, these odors would be low in concentration, temporary, and are not expected to affect a substantial number of people. No significant impacts would occur, and no mitigation measures are required.

3.4 BIOLOGICAL RESOURCES

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

Less Than Significant Impact. The site is vegetated with ruderal vegetation—that is, vegetation characteristic of disturbed sites—consisting of grasses and some herbs (that is, flowering plants without woody stems). The west part of the site was developed with a commercial building from at least 1980 to at least 1995. No native habitat is present on or next to the project site, and the site is not connected to any native habitat. No habitat is present onsite that would be important for the survival of a sensitive species, and impacts would be less than significant.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?

No Impact. Sensitive natural communities are natural communities that are considered rare in the region by regulatory agencies, are known to provide habitat for sensitive animal or plant species, or are known to be important wildlife corridors. Riparian habitats occur along the banks of rivers and streams. There are no sensitive natural communities on or next to the site. Three sensitive natural communities are documented as

occurring in the Baldwin Park or La Habra quadrangles on the California Natural Diversity Database maintained by the California Department of Fish and Wildlife: California Walnut Woodland, Riversidean Alluvial Fan Sage Scrub, and Walnut Forest. None of those three communities are present onsite. The site is vegetated with ruderal vegetation, consisting of grasses and some herbs. The west part of the site was previously developed with commercial use. There are no rivers or streams, and no riparian habitat, on or next to the site. Project development would not affect sensitive natural communities or riparian habitats, and no impact would occur.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Wetlands are defined under the federal Clean Water Act as land that is flooded or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that normally does support, a prevalence of vegetation adapted to life in saturated soils. Wetlands include areas such as swamps, marshes, and bogs. No wetlands are mapped onsite on the National Wetlands Mapper maintained by the US Fish and Wildlife Service; the nearest wetland on the Wetlands Mapper is about 0.6 mile to the southwest in a drainage on the northern slopes of the Puente Hills in Schabarum Regional Park (USFWS 2015). A drainage ditch passes east-west between the north site boundary and the SR-60 freeway. Part of the length of the ditch bed abutting the site is built of concrete, and part is earthen. The proposed project would not disturb the drainage ditch, as the ditch is needed for public safety for drainage of the SR-60 freeway. No impact would occur.

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

No Impact. There is no vegetation onsite that could be used by nesting migratory birds protected under federal and state laws. The site is not available for overland wildlife movement due to being in a built-out urban area. No impact would occur.

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

No Impact. The City of Industry does not have municipal ordinances protecting biological resources, and no impact would occur.

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

No Impact. The project site is not in the plan area of a Habitat Conservation Plan or Natural Community Conservation Plan, and no impact would occur.

3.5 CULTURAL RESOURCES

a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?

Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally a resource is considered to be "historically significant" if it meets one of the following criteria:

i) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

ii) Is associated with the lives of persons important in our past;

iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

iv) Has yielded, or may be likely to yield, information important in prehistory or history.

No Impact. The west part of the project site is shown as developed with some type of commercial land use in an aerial photograph dated 1980; the entire site is shown as developed with commercial uses in a 1995 aerial photograph. No roadway is shown at the current location of Castleton Street in these two photographs; a roadway is shown in both photographs approximately 400 feet south of SR-60, and the former buildings were between SR-60 and the former roadway. The site is shown as vacant in photographs dated 2003 through 2012, and in photographs dated 1953 through 1972 (NETR 2015).

No resources on or near the site are listed on the National Register of Historic Places, or as California Historical Landmarks or Points of Historical Interest (NPS 2016; OHP 2016). Project development would not impact historical resources.

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

No Impact. The site was previously disturbed for construction of the former buildings. No archaeological resources are present in soils that would be disturbed by project development, and no impact would occur.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The site was previously disturbed for construction of the former buildings. No paleontological resources are present in soils that would be disturbed by project development, and no impact would occur.

d) Disturb any human remains, including those interred outside of formal cemeteries?

The site was previously disturbed for construction of the former buildings. No human remains are present in soils that would be disturbed by project development, and no impact would occur.

No Impact.

e) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074? (Interim checklist question for AB 52 compliance.)

No Impact. The City of Industry engaged in consultation with Andrew Salas, Chairman of the Gabrieleño Band of Mission Indians – Kizh Nation. During the consultation, Mr. Salas provided background information regarding Native American tribal history in the general area and cited examples of archaeological finds near Olvera Street, the City of Hawaiian Gardens, and the San Gabriel Mission. Mr. Salas stated that a Gabrieleno village, Ajaarvongna, was in the Puente Hills in the project region. He also noted that a trained monitor is best suited to detect tribal resources and that a Native American Monitor from the Kizh Nation should be contracted to be present during all ground disturbing activities.

The letter from Mr. Salas is in a separate appendix held at the City of Industry Planning Department and available to responsible agencies.

The site was previously disturbed for construction of the former buildings. The proposed fast food restaurant would be one story; thus, ground disturbance for project construction would be relatively shallow. No tribal cultural resources are present in soils that would be disturbed by project development, and no impact would occur.

3.6 GEOLOGY AND SOILS

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

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

No Impact. No active faults are mapped by the California Geological Survey in or next to the site, and the nearest such fault is the Whittier Fault about 2.7 miles to the south (CGS 2015). The site is not in an Alquist-Priolo Earthquake Fault Zone; the nearest such zone to the site is along the Whittier Fault about 2.6 miles to the south (CGS 1991). Geologic investigations are required for projects proposed in such zones before cities or counties can approve development of structures for human occupancy to show that such buildings will not be built across active faults. Project development would not subject people or structures to hazards from surface rupture of a known active fault, and no impact would occur.

3. Environmental Analysis

ii) Strong seismic ground shaking?

Less Than Significant Impact. There are several active faults in the project region, including the Whittier Fault; the Raymond Fault, approximately 13 miles to the northwest; the Newport-Inglewood Fault, about 20 miles to the southwest; and the Chino Fault, about 13 miles to the east (CGS 2015).

Strong earthquakes occasionally occur in the project region—for instance, the Northridge Earthquake of 1994, the San Fernando Earthquake of 1971, and the Long Beach Earthquake of 1933. Strong ground shaking is likely to occur within the design lifetime of the proposed building.

Structures for human occupancy must be designed to meet or exceed 2013 California Building Code (CBC; California Code of Regulations Title 24 Part 2) standards for earthquake resistance. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with specified probability of occurring at the site. The geotechnical investigation for the project would calculate seismic design parameters, pursuant to CBC requirements, that must be used in the design of the proposed building. Impacts would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction refers to loose, saturated sand or silt deposits that behave as a liquid and lose their load-supporting capability when strongly shaken. Loose granular soils and silts that are saturated by relatively shallow groundwater are susceptible to liquefaction. Groundwater levels in fall 2015 at the nearest well shown on the Groundwater Information Center maintained by the Department of Water Resources was 30 feet below ground surface at a well about one mile northwest of the site (DWR 2015). The project site is in a zone of required investigation for liquefaction mapped by the California Geological Survey (CGS 1998). The project's geotechnical investigation is required to assess liquefaction potential onsite and provide recommendations as needed to minimize hazards from liquefaction. Impacts would be less than significant, and no mitigation is required.

iv) Landslides?

No Impact. The project site is flat, with a north slope of about 2 percent. There are no slopes susceptible to landslides on or near the site. No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Proposed site grading and construction would disturb soil and could result in substantial soil erosion if effective erosion control measures were not used.

The project would include implementation of best management practices for erosion control and sediment control pursuant to National Pollution Discharge Elimination System (NPDES) regulations implementing portions of the federal Clean Water Act. The City of Industry Director of Public Safety enforces NPDES regulations in the City. Impacts would be less than significant, and no mitigation is needed.

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

Less Than Significant Impact. Impacts arising from liquefaction are addressed above in Section 3.6.a.iii, and landslide impacts are addressed in Section 3.6.a.iv.

Lateral Spreading

Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The project geotechnical investigation would assess the potential for lateral spreading in site soils and provide recommendations as needed to minimize hazards to people and structures from lateral spreading. Impacts would be less than significant.

Ground Subsidence

The major cause of ground subsidence is withdrawal of groundwater. The project site is above the Main San Gabriel Groundwater Basin. The Main San Gabriel Watermaster manages the withdrawal and replenishment of water supplies in the basin. The Watermaster also establishes the annual "safe operating yield," that is, the maximum amount of groundwater that can be pumped without overdrafting the basin (Main San Gabriel Basin Watermaster 2015). Project development would not subject people or structures to substantial hazards arising from ground subsidence, and impacts would be less than significant. No mitigation is required.

Collapsible Soils

Collapsible soils shrink upon being wetted and/or being subject to a load. Geotechnical investigations usually recommend removal of the top few feet of artificial fill and native soils and replacement with engineered compacted and moistened soils. Project grading and construction would comply with recommendations of the geotechnical investigation. Project development would not create substantial hazards arising from collapsible soils, and impacts would be less than significant. No mitigation is needed.

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

Less Than Significant Impact. Expansive soils shrink or swell as the moisture content decreases or increases; the shrinking or swelling can shift, crack, or break structures built on such soils. The project geotechnical investigation would test samples of subsurface site soils for expansion potential. If soils are determined to be expansive, the geotechnical investigation report will provide recommendations to minimize hazards from expansive soils. Project development would not subject people or structures to substantial hazards from expansive soils, and impacts would be less than significant. No mitigation is required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Project development would include installation of sewer laterals, and the project would not use alternative wastewater disposal systems. No impact would occur.

3. Environmental Analysis

3.7 GREENHOUSE GAS EMISSIONS

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

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

The proposed project would generate GHG emissions from vehicle trips generated by the project, energy use (indirectly from purchased electricity use and directly through fuel consumed for building heating) and area sources (e.g., equipment used on-site, consumer products, coatings), water/wastewater generation, and waste disposal. Annual GHG emissions were calculated for construction and operation of the project. Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for GHG emissions from the construction phase of the project. Project-related GHG emissions are shown in Table 4, *Project-Related GHG Emissions*. As shown in the table, the proposed project at buildout would generate 741 metric tons of carbon dioxide–equivalent ($MTCO_2e$) emissions annually. The total GHG emissions onsite from the project would not exceed the SCAQMD's bright-line threshold of 3,000 $MTCO_2e$,[1] and the proposed project's cumulative contribution to GHG emissions is less than significant. No mitigation measures are required.

Table 4 Project-Related GHG Emissions

Source	$MTCO_2e$/year[1]	Percent of Project Total
Area	<1	<1%
Energy	62	8%
Mobile	672	91%
Water	4	1%
Solid Waste	2	<1%
Amortized Construction Emissions[2]	1	<1%
Total Emissions	741	100%
SCAQMD's Bright-Line Threshold	3,000	NA
Exceeds Bright-Line Threshold	No	NA

Source: CalEEMod Version 2013.2.2.
$MTCO_2e$: metric tons of carbon dioxide-equivalent
Note: Percent changes from each source may not total to 100 percent due to rounding.
1 Assumes implementation of the 2013 California Green Building Standards Code (CALGreen) and 2013 Building and Energy Efficiency Standards. The 2013 Building and Energy Efficiency Standards are 30 percent more energy efficient than the 2008 Standards for non-residential buildings and 25 percent more energy efficient for residential buildings than the 2008 Standards. Modeling assumes all structures onsite would be 30 percent more energy efficient than the 2008 building code for non-residential structures.
2 Construction emissions are amortized over a 30-year project lifetime per recommended SCAQMD methodology.

[1] This threshold is based on a combined threshold of 3,000 $MTCO_2e$ for all land use types, proposed by SCAQMD's Working Group based on a survey of the GHG emissions inventory of CEQA projects. Approximately 90 percent of CEQA projects' GHG emissions inventories exceed 3,000 $MTCO_2e$, which is based on a potential threshold approach cited in CAPCOA's white paper, "CEQA and Climate Change."

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

No Impact. The California Air Resources Board's (CARB's) Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020. To estimate the reductions necessary, CARB projected statewide 2020 business-as-usual (BAU) GHG emissions and identified that the state as a whole would need to reduce GHG emissions by 28.5 percent from year 2020 BAU to achieve the target of AB 32 (CARB 2008). The GHG emissions forecast was updated as part of the First Update to the Scoping Plan. In the First Update to the Scoping Plan, CARB projected that statewide BAU emissions in 2020 would be approximately 509 million $MTCO_2e$.[2] Therefore, to achieve the AB 32 target of 431 million $MTCO_2e$ (i.e., 1990 emissions levels) by 2020, the state would need to reduce emissions by 78 million $MTCO_2e$ compared to BAU conditions, a reduction of 15.3 percent from BAU in 2020 (CARB 2014b).[3,4]

Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (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. In addition, new buildings are required to comply with the current Building and Energy Efficiency Standards and California Green Building Code (CALGreen). The project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 was adopted.

In addition to AB 32, the California legislature passed Senate Bill (SB) 375 to connect regional transportation planning to land use decisions made at a local level. SB 375 requires the metropolitan planning organizations to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plans to achieve the per capita GHG reduction targets. For the Southern California Association of Governments (SCAG) region, the SCS was adopted in April 2012 (SCAG 2012) and SCAG recently released the Draft 2016 Regional Transportation Plan (RTP)/SCS (SCAG 2015). The SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. The proposed fast-service restaurant is a permitted use under the Commercial general plan designation; hence, it is consistent with the underlying General Plan land use designation and would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS. No impact would occur, and no mitigation measures are required.

[2] The BAU forecast includes GHG reductions from Pavley and the 33% Renewable Portfolio Standard (RPS).
[3] If the GHG emissions reductions from Pavley I and the Renewable Electricity Standard are accounted for as part of the BAU scenario (30 million $MTCO_2e$ total), then the State would need to reduce emissions by 108 million $MTCO_2e$, which is a 20 percent reduction from BAU.
[4] In May 2014, CARB completed a five year update to the 2008 Scoping Plan. CARB recalculated the 1990 GHG emission levels with the updated global warming potential (GWP) in the Intergovernmental Panel on Climate Change's Fourth Assessment Report, and the 427 $MMTCO_2e$ 1990 emissions level and 2020 GHG emissions limit, established in response to AB 32, is slightly higher, at 431 $MMTCO_2e$ (CARB 2014c)

3.8 HAZARDS AND HAZARDOUS MATERIALS

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

Less Than Significant Impact.

Construction

The construction of the proposed restaurant would require fuels, lubricating fluids, solvents, or other substances. However, activities using these substances would be of short duration. The use, transport, storage, and disposal of hazardous materials using these substances comply with existing regulations established by several agencies, including the Department of Toxic Substances Control, the US Environmental Protection Agency, the US Department of Transportation, the Occupational Safety & Health Administration, and the Los Angeles County Fire Department.[5]

Operation

Operation of the proposed restaurant is expected to involve transport, use, and disposal of small amounts of hazardous materials for cleaning and maintenance purposes. The use, transport, and disposal of such materials would be required to comply with the regulations described above. Impacts would be less than significant, and no mitigation is required.

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact.

Existing Hazardous Materials Onsite

The project site was not listed as a hazardous materials site on any of four regulatory databases searched on December 7, 2015: GeoTracker (State Water Resources Control Board), EnviroStor (Department of Toxic Substances Control), EnviroMapper (US Environmental Protection Agency), and Solid Waste Information System (SWIS; California Department of Resources Recovery and Recycling).

The commercial building that occupied part of the west portion of the project site in 1995 and 1980 has been demolished. Thus, lead-based paint and asbestos-containing materials related to the former building are not expected to be environmental concerns for the project site.

Hazardous Materials to Be Used in Project Construction and Operation

Existing regulations require that prospective building occupants maintain equipment and supplies for containing and cleaning up minor spills of hazardous materials; train staff on such containment and cleanup; and notify appropriate emergency response agencies immediately in the event of a hazardous materials release

[5] The Los Angeles County Fire Department is the Certified Unified Program Agency for the City of Industry. The Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

of greater quantity and/or hazard than onsite staff can safely stop, contain, and clean up. Impacts would be less than significant, and no mitigation is needed.

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

No Impact. No schools are within 0.25 mile of the project site, and no impact would occur.

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

Less Than Significant Impact. California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities subject to corrective action; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

The following four environmental databases were searched for listings on and within 0.25 mile of the project site on December 7, 2015:

- GeoTracker, State Water Resources Control Board
- EnviroStor, Department of Toxic Substances Control
- EnviroMapper, US Environmental Protection Agency
- SWIS, California Department of Resources Recovery and Recycling

No listings on the project site were found. Two of the databases, GeoTracker and EnviroMapper, included listings within 0.25 mile of the project site, described below in Table 5.

No hazardous materials sites of types specified in Government Code Section 65962.5 were identified on the project site. Two GeoTracker cleanup program sites was identified within 1,000 feet of the project site; those sites were closed in 2004 and 2005, respectively. Project development would not create a substantial hazard to the public or the environment arising from listed hazardous materials sites, and impacts would be less than significant. No mitigation is needed.

3. Environmental Analysis

Table 5 Environmental Database Listings within 0.25 Mile of the Project Site

Site Name Address Distance from Project Site	Database and Type of Site	Reason for Listing and Regulatory Status
Former Puente Hills Toyota 17755 Castleton Street 860 feet east	GeoTracker Cleanup program site	No contaminants or media affected specified. Case closed 2005.
	GeoTracker Permitted Underground Storage Tank (UST) site	
Former Utility Trailer Manufacturing 17747 Railroad Street 1,000 feet northeast	GeoTracker Cleanup program site	No contaminants or media affected specified. Case closed 2004.
Costco Wholesale No. 679 17550 Castleton Street 100 feet southwest	EnviroMapper Large Quantity Generator (LQG) of hazardous waste	
Puente Hills Mitsubishi 17665 Castleton Street 640 feet east	EnviroMapper Small quantity generator (SQG) of hazardous waste	
Target 0222 17751 Colima Road 830 feet south	EnviroMapper LQG SQG	
Puente Hills Mazda 17785 Castleton Street 1,300 feet southeast	EnviroMapper SQG	
Lincoln Products 17711 Railroad Street 980 feet northeast	EnviroMapper SQG	
Puente Hills Nissan 17545 E Gale Ave 430 feet northwest	EnviroMapper SQG	

Sources: State Water Resources Control Board (GeoTracker) 2015a; US Environmental Protection Agency (EnviroMapper) 2015.

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

No Impact. The nearest public-use airport to the site is the San Gabriel Valley Airport—named the El Monte Airport until 2014—8.9 miles to the northwest. The project site is outside of areas surrounding San Gabriel Valley Airport where land uses are regulated to minimize hazards from aircraft crashes to persons on the ground (LACALUC 2003). Project development would not cause a hazard to people working onsite related to aircraft approaching or departing San Gabriel Valley Airport, and no impact would occur.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The nearest heliport to the project site is the Recreation and Conference Center Heliport about 1.8 miles to the north. Over congested areas, helicopters must maintain an altitude of at least 1,000 feet above

the highest obstacle within 2,000 feet of the aircraft, except as needed for takeoff and landing (Code of Federal Regulations Title 14 Section 91.119). Project development would not cause a substantial hazard to persons working onsite arising from helicopters approaching or departing the Los Altos Heliport. No impact would occur.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan maintained by the Office of Emergency Management and approved by the county board of supervisors in 2012. Project construction and operation would not block access to the project site or to surrounding properties, and would not interfere with the duties of emergency response officials. Project development would not interfere with implementation of the emergency response plan, and no impact would occur.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less Than Significant Impact. There is no wildland vegetation on or near the site. The nearest fire hazard severity zone to the project site mapped by the California Department of Forestry and Fire Prevention is a Very High Fire Hazard Severity Area about 0.4 mile to the south (CAL FIRE 2011). The Los Angeles County Fire Department (LACoFD) provides fire protection to the project site and surroundings. The project site is in the service area of LACoFD Fire Station 118 at 17056 East Gale Avenue in the City of Industry, about 0.9 mile to the west. The aforementioned Very High Fire Hazard Severity Area is in the community of Rowland Heights in unincorporated Los Angeles County, and is also in the service area of Station 118.

The LACoFD is one of the largest emergency services agencies in the world, with 165 fire stations and 2,975 fire suppression personnel (LACoFD 2015). In addition, the LACoFD participates in the Mutual Aid System in the Los Angeles County Operational Area Emergency Response Plan. Considering firefighting resources in the region, project development would not subject people or structures to substantial wildfire hazards, and impacts would be less than significant.

3.9 HYDROLOGY AND WATER QUALITY

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant Impact.

Construction

The project would include implementation of best management practices (BMPs) for erosion control and sediment control pursuant to NPDES regulations implementing portions of the federal Clean Water Act. The City of Industry Director of Public Safety enforces NPDES regulations in the City. Impacts would be less than significant and no mitigation is needed.

3. Environmental Analysis

Operation

The project would be developed in compliance with the Low-Impact Development Standards Manual issued by the Los Angeles County Department of Public Works in February 2014 pursuant to the Municipal Stormwater (MS4) Permit, Order No. R4-2012-0175, issued by the Los Angeles Regional Water Quality Control Board in 2012.

Low-impact development (LID) is an approach to land development (or redevelopment) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, and minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. LID measures include bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.

Drainage from proposed parking stalls and driveways would be directed into landscaped areas along the site perimeter. Project construction and operation would comply with water quality standards, and impacts would be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact. The project site is a vacant lot in a commercial area and is not used for intentional groundwater recharge. The Rowland Water District (RWD) would provide water to the proposed project. The RWD's entire potable water supply is water imported from northern California and the Colorado River and purchased from the Three Valleys Municipal Water District (HDR 2011). The proposed restaurant would not use groundwater and thus would not deplete groundwater supplies. No impact would occur.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.

Less Than Significant Impact. Existing site drainage is by surface flow north into a Caltrans drainage ditch between the north site boundary and the south edge of SR-60. One Los Angeles County Department of Public Works (DPW) storm drain passes through the project site, extends east through the Olive Garden Restaurant property and then south to Castleton Street. A second DPW storm drain begins on the Costco property opposite Castleton Street from the project site, extending southeast till it discharges into the former storm drain. A third storm drain extends under Albatross Road and Castleton Street, then turns north and passes under the middle of the project site, continuing north about 850 feet to near Union Pacific Railroad tracks. The nearest storm drain inlet to the project site is on the Olive Garden property on a third storm drain, which discharges into the first storm drain, mentioned above (DPW 2015).

Project development would not substantially change the drainage pattern of the site or surroundings. At project completion the entire site would be developed with the building, parking lot and other hardscape, and landscaped areas. No substantial amount of soil would be left exposed to erosion. Drainage from proposed

parking stalls and driveways would be directed into landscaped areas along the site perimeter. Impacts would be less than significant.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact. Project development would not substantially change the drainage pattern of the site or surroundings. The project design would comply with the aforementioned Low-Impact Development Standards Manual. Drainage from proposed parking stalls and driveways would be directed into landscaped areas along the site perimeter. Project development would not cause a substantial increase in runoff and would not result in flooding. Impacts would be less than significant.

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. Project development is not expected to substantially increase the rate or volume of runoff exiting the site, as drainage from proposed parking stalls and driveways would be directed into landscaped areas that would comprise about 30 percent of the site. Thus, runoff from the site in postproject conditions is not anticipated to exceed the capacity of storm drainage systems.

Operation

Project operation could generate water contaminants, including fats, oils, and grease; trash and debris; pesticides and fertilizers; cleansers; and paints. The project would implement BMPs for minimizing water pollution pursuant to the Low-Impact Development Standards Manual. Impacts would be less than significant.

Construction

Site grading and project construction would expose substantial amounts of soil and thus could result in erosion and sedimentation. Grading and construction could generate other water contaminants including fuels, oils, greases, concrete, trash and debris, fertilizers, pesticides, and paints. The project would implement BMPs for minimizing water pollution pursuant to NPDES regulations. Impacts would be less than significant.

f) Otherwise substantially degrade water quality?

Less Than Significant Impact. Project development would not considerably degrade water quality, as substantiated above in Section 3.9.a. Impacts would be less than significant, and no mitigation is needed.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The project site is in Flood Zone X designated by the Federal Emergency Management Agency (FEMA), indicating that it is outside of 100-year and 500-year flood zones (FEMA 2015). The project would not develop housing. No impact would occur.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. The project site is outside of 100-year flood zones, and no impact would occur.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. The project site is not in an area mapped by FEMA as protected from 100-year floods by levees. The site is not in a dam inundation area. Project development would not expose people or structures to substantial risks arising from dam failure, and no impact would occur.

j) Inundation by seiche, tsunami, or mudflow?

No Impact.

Seiche

A seiche is a surface wave created when a body of water is shaken, usually by earthquake activity. There are no inland water bodies close enough to the site to pose a flood hazard to the site due to a seiche, and no impact would occur.

Tsunami

A tsunami is a sea wave caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is approximately 21 miles inland from the Pacific Ocean and is at an elevation of about 431 to 434 feet above mean sea level. Thus, there is no tsunami flood hazard onsite and no impact would occur.

Mudflow

A mudflow is a landslide composed of saturated rock debris and soil with a consistency of wet cement. There are no slopes on or next to the site capable of generating a mudflow, and no impact would occur.

3.10 LAND USE AND PLANNING

a) Physically divide an established community?

No Impact. The project site is surrounded by commercial land uses and the SR-60 freeway. Project development would not divide an established community, and no impact would occur.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed fast-food restaurant would conform with the existing General Plan land use designation for the project site, Commercial, and the current zoning designation, (C) Commercial. Project development would not conflict with land use regulations, and no impact would occur.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. The project site is outside of the plan area of a habitat conservation plan or natural community conservation plan, and no impact would occur.

3.11 MINERAL RESOURCES

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

No Impact. The project site is mapped Mineral Resource Zone 1 (MRZ-1) by the California Geological Survey, meaning that there is little likelihood that significant mineral resources are present (CGS 2007). The nearest active mine to the site mapped on the Mines Online website maintained by the Office of Mine Reclamation is the Durbin sand and gravel mine in the City of Baldwin Park, about 8.7 miles to the northwest (OMR 2015). The project site is 0.8 acre, too small to be an economical aggregate mining site. Project development would not cause a loss of availability of a known mineral resource valuable to the region, and no impact would occur.

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

No Impact. No mining sites are designated in the City of Industry General Plan, and no impact would occur.

3.12 NOISE

Regulatory Framework

The proposed project site is on Castleton Street immediately west of 17585 Castleton Street in the City of Industry. The pertinent regulations regarding noise and vibration are discussed below.

City of Industry Standards

Industry Noise Standards

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Industry addresses public nuisances under Chapter 1.30 (Public Nuisance) of the City's Municipal Code. The City of Industry has not adopted long-term noise and vibration criteria for land use compatibility consideration, but uses the County of Los Angeles Noise Ordinance and Community Noise Guidelines for environmental noise assessments, and it is included by reference in the City of Industry Municipal Code. For the purpose of CEQA analysis for projects in the City, the noise standards in the County's noise ordinance (discussed below) are used as significance thresholds.

3. Environmental Analysis

Industry Vibration Standards

The City of Industry does not have regulatory standards for construction or operational vibration sources. To evaluate project impacts for CEQA analyses, the City relies on the Los Angeles County Municipal Code (discussed below) to address vibration impacts from the operation of equipment to adjacent uses.

County of Los Angeles Code

The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08 (Noise Control). The county restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time.

County Exterior Noise Standards

The county applies the Noise Control Ordinance standards summarized in Table 7 to nontransportation fans, blowers, pumps, turbines, saws, engines, and similar types of machinery. These standards do not gauge the compatibility of developments in the noise environment, but provide restrictions on the amount and duration of noise generated at a property, as measured at the property line of the noise receptor. The county's noise ordinance is designed to protect people from objectionable nontransportation noise sources such as music, construction activity, machinery, pumps, and air conditioners. The noise standards in Table 6 apply to all property within a designated noise zone unless otherwise indicated.

Table 6 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA)[1,2]				
		Standard 1 (L_{50})	Standard 2 (L_{25})	Standard 3 (L_8)	Standard 4 (L_2)	Standard 5 (L_{max})
Noise-Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code, Section 12.08.390.

1 According to Section 12.08.390, if the ambient noise levels exceed the exterior noise standards above, then the ambient noise level becomes the noise standard. If the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.

2 If the measurement location is on a boundary property between two different zones, the noise limit shall be the arithmetic mean of the maximum permissible noise level limits of the subject zones; except when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the subject receptor property.

- **Standard No. 1** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable L_{50} noise level shown above; or, if the ambient L_{50} exceeds the foregoing level, then the ambient L_{50} becomes the exterior noise level for Standard No. 1.

- **Standard No. 2** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable L_{50} noise level shown above

plus 5dB; or, if the ambient L_{25} exceeds the foregoing level, then the ambient L_{25} becomes the exterior noise level for Standard No. 2.

- **Standard No. 3** shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable L_{50} noise level shown above plus 10dB; or, if the ambient L_8 exceeds the foregoing level, then the ambient L_8 becomes exterior noise level for Standard No. 3.

- **Standard No. 4** shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable L_{50} noise level shown above plus 15dB; or, if the ambient L_2 exceeds the foregoing level, then the ambient L_2 becomes the exterior noise level for Standard No. 4.

- **Standard No. 5** shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable L_{50} noise level shown above plus 20dB; or, if the ambient L_0 exceeds the foregoing level then the ambient L_{max} becomes the exterior noise level for Standard No. 5.

County Construction Noise Standards

The county prohibits the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7 PM and 7 AM, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance. The county also sets maximum noise levels not to exceed the following maximum noise levels from mobile equipment (nonscheduled, intermittent, short-term operations for less than 30 days) as summarized in Table 7, *County of Los Angeles Mobile Construction Equipment Noise Limits*.

Table 7 County of Los Angeles Mobile Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	75 dBA	80 dBA	85 dBA
Daily, 8 PM to 7 AM and all day Sunday and legal holidays	60 dBA	64 dBA	70 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For nonscheduled, intermittent, short-term operations for less than 30 days.

Maximum noise levels from stationary equipment (repetitively scheduled and relatively long-term operations of ten days or more) are summarized in Table 8, *County of Los Angeles Stationary Construction Equipment Noise Limits*.

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Table 8 County of Los Angeles Stationary Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	60 dBA	65 dBA	70 dBA
Daily, 8 PM to 7 AM and all day Sunday and legal holidays	50 dBA	55 dBA	60 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For repetitively scheduled and relatively long-term operations of ten days or more.

County Vibration Standards

The County of Los Angeles Municipal Code, Section 12.08.560, prohibits the operation of any device that creates vibration that is above 0.01 inches/second (in/sec) at or beyond the property boundary of the source, if on private property, or at 150 feet from the source, if on a public space or public right-of-way. This criterion will be utilized to evaluate vibration-annoyance impacts from industrial uses to nearby sensitive receptors.

Pertinent Federal Standards

Federal Vibration Standards

The United States Department of Transportation, through the Federal Transit Administration (FTA), provides criteria for acceptable levels of groundborne vibration for various types of special buildings that are sensitive to vibration. FTA provides criteria to evaluate potential structural damage associated with vibration, and these FTA criteria are used in this analysis.

Structures amplify groundborne vibration, and wood-frame buildings, such as typical residential structures, are more affected by ground vibration than heavier buildings. The level at which groundborne vibration is strong enough to cause architectural damage has not been determined conclusively. However, the most conservative estimates to cause architectural damage at residential structures is a peak particle velocity (PPV) of 0.2 in/sec and 0.5 in/sec for steel-reinforced concrete buildings.

Existing Noise Environment

The project site is currently a vacant parcel on Castleton Street in the City of Industry in Los Angeles County. The site is about 600 feet east of the intersection of Castleton Street and Albatross Road. It is surrounded by the SR-60 freeway to the north and by commercial uses to the east, south, and west. An Olive Garden Restaurant is at 17585 Castleton Street next to the east site boundary, and a Costco Warehouse store is southwest opposite Castleton Street. Albatross Road, about 600 feet to the west, marks the east edge of the Puente Hills Mall commercial development (see Figure 3, *Aerial Photograph*).

The major sources of noise in the vicinity of the project site are vehicular traffic on State Route 60 (SR-60), approximately 120 feet to the north as measured from the center of the site; Castleton Street to the south; surrounding commercial uses; and rail traffic on the UPRR Los Angeles Subdivision Line 1,000 feet to the north. According to the City of Industry General Plan EIR (PlaceWorks 2014), the ambient noise environment for the project site area is at least 70 dBA CNEL.

The nearest noise-sensitive receptors are residences approximately 1,800 feet to the south in the unincorporated neighborhood of Rowland Heights. These residences are exposed to noise from the surrounding commercial and residential uses, nearby traffic noise along Colima Road, and distant traffic noise generated along SR-60.

Noise Impact Assessment

The generation of noise and vibration associated with the proposed project would occur over the short term for site construction activities. In addition, noise would result from the long-term operation of the project. Both short-term and long-term noise impacts associated with the project are examined in the following analyses that correspond to the CEQA Guidelines.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact. Regarding land use compatibility, the City of Industry Safety Element sets as a goal a community noise equivalent level (CNEL) of up to 70 decibels on the A-weighted scale (dBA) as "normally acceptable" and up to 77 dBA CNEL as "conditionally acceptable" for business and commercial land uses, including the proposed project site.[6]

Regarding noise intrusions, the County of Los Angeles Noise Ordinance (Section 12.08) establishes that the impact would be significant if project-related stationary noise exceeded any of the following for residential receptor properties:

- The noise standard of 45 dBA between the hours of 10:00 PM and 7:00 AM and 50 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 30 minutes in any hour (i.e., the L_{50} noise level metric).

- The noise standard of 50 dBA between the hours of 10:00 PM and 7:00 AM and 55 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 15 minutes in any hour (i.e., the L_{25} noise level metric).

- The noise standard of 55 dBA between the hours of 10:00 PM and 7:00 AM and 60 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 5 minutes in any hour, (i.e., the L_{08} noise level metric).

- The noise standard of 60 dBA between the hours of 10:00 PM and 7:00 AM and 65 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 1 minute in any hour (i.e., the L_{02} noise level metric).

[6] By way of comparison, the City sets a standard of 50 to 60 dBA CNEL as "normally acceptable" and 55 to 70 dBA CNEL as "conditionally acceptable" for single-family dwellings. Multi-family dwellings are "normally acceptable" from 50 to 65 dBA CNEL while schools are "normally acceptable" from 50 to 70 dBA CNEL.

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- The noise standard of 65 dBA between the hours of 10:00 PM and 7:00 AM and 70 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative for any period of time (i.e., the L_0 or L_{max} noise level metric).

With respect to projected increases, noise impacts can be broken down into three categories. The first is "audible" impacts, which refer to increases in noise level that are perceptible to humans. Audible increases in general community noise levels generally refer to a change of 3 dB or more, since this level has been found to be the threshold of perceptibility in exterior environments. The second category, "potentially audible" impacts, refers to a change in noise level between 1 and 3 dB. This range of noise levels was found to be noticeable to sensitive people in laboratory environments. The last category includes changes in noise level of less than 1 dB, which are typically "inaudible" to the human ear except under quiet conditions in controlled environments. Only "audible" changes in noise levels at sensitive receptor locations (i.e., 3 dB or more) are considered potentially significant.

Onsite Impacts

Land Use Compatibility

According to the City's General Plan Update EIR (PlaceWorks 2014), the existing CNEL at the project site due to transportation sources is greater than 70 dBA CNEL. Therefore, the project site has a noise environment that exceeds the 70 dBA CNEL "normally acceptable" criteria for office/commercial land use. Exterior noise levels would fall within either the "Conditionally Acceptable" or "Normally Unacceptable" land use compatibility classification. Therefore, the noise environment for the site may not conform to the land use compatibility guidelines of the City's Safety Element policies (for exterior environments). However, it is important to note that with the recent California Supreme Court decision regarding the assessment of the environment's impacts on proposed projects (*CBIA v BAAQMD*, issued December 17, 2015),[7] it is generally no longer the purview of the CEQA process to evaluate the impact of existing environmental conditions on any given project. For noise, the application of this ruling means that the analysis of traffic, rail, and aircraft noise effects at the project site—regarding land use compatibility issues—is no longer part of CEQA. Therefore, noise effects from nearby roadways and railways relative to land use compatibility of the project is no longer a topic for impact evaluation under CEQA, and no statement of impact significance is germane.

Offsite Impacts

Stationary source impacts include noise generated from onsite mechanical equipment. These sources have the potential to create noise impacts in the adjoining community.

Project Mechanical Equipment

Onsite HVAC units and associated equipment attached to the proposed restaurant building would be acoustically engineered with appropriate procurement specifications, sound enclosures, and parapet walls to minimize noise—all in accordance with City of Industry noise emissions requirements—to ensure that such

[7] California Supreme Court. *California Building Industry Association v. Bay Area Air Quality Management District* (2015) [Case No. S213478]

equipment does not exceed allowable noise limits set within the City. Additionally, the nearest residential land uses would be a minimum of 1,800 feet to the south of the project site and would not be affected by HVAC or other stationary noise sources generated by the project due to distance. Thus, it is anticipated that noise generated from the project's mechanical equipment would comply with the pertinent county noise regulations; would be comparable to existing, similar sources; and would be overshadowed by roadway and commercial noise sources. Therefore, impacts from noise generated by onsite stationary noise sources would be less than significant, and no mitigation measures are necessary.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact. Potential vibration impacts associated with commercial development projects are usually related to the use of heavy construction equipment during (a) demolition and grading phases of construction and/or (b) the operation of large trucks over uneven surfaces during project operations.

Construction Activities

Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance. Such vibrations may have two types of potential impacts: (a) architectural damage to nearby buildings and (b) annoyance to vibration-sensitive receptors.

The project would construct a restaurant on a lot that is currently vacant. Construction activities would take approximately three months. Development of the proposed project is expected to use vibration-inducing construction equipment such as bulldozers, graders, and loaders/backhoes (and, possibly, jackhammers), in addition to construction equipment that would not generate substantial levels of vibration such forklifts, cranes, and haul trucks. The use of high-vibration equipment, such as pile drivers or vibratory rollers, is not anticipated.

Table 9, *Typical Vibration Levels Produced by Common Construction Equipment*, shows the peak particle velocities of some common construction equipment and haul trucks (loaded trucks).

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Table 9 Vibration Levels Produced by Common Construction Equipment

Equipment	Peak Particle Velocity in inches per second		
	at 25 ft.	at 50 ft.	at 150 ft.
Vibratory Roller	0.210	0.074	0.014
Large Bulldozer	0.089	0.031	0.006
Loaded Trucks	0.076	0.027	0.005
Jackhammer	0.035	0.012	0.002
Small Bulldozer	0.003	0.001	0.000
Equipment	Vibration velocity in vibration decibels (VdB)		
	at 25 ft.	at 50 ft.	at 150 ft.
Vibratory Roller	94	88	78
Large Bulldozer	87	81	71
Loaded Trucks	86	80	70
Jackhammer	79	73	63
Small Bulldozer	58	52	42

Source: Federal Transit Administration: Transit Noise and Vibration Impact Assessment, 2006.

Vibration-Induced Architectural Damage

The threshold at which there is a risk of architectural damage to typical wood-framed buildings is 0.2 in/sec, and the threshold for reinforced steel concrete structures is 0.5 in/sec (FTA 2006). Building damage is not normally a factor unless the project requires blasting and/or pile driving (FTA 2006). No blasting, pile driving, or hard rock ripping/crushing activities are anticipated for the proposed project. Small construction equipment generates vibration levels less than 0.1 PPV in/sec at 25 and fewer feet away.

The nearest structure to the boundary project site construction area is the Olive Garden to the southeast. This structure is at least 55 feet from the project boundary. Therefore, vibration levels at this structure would be well below thresholds due to the relatively low vibration generation processes, coupled with attenuation effects from the distance between the project site and these nearest receptor facilities.

Since no vibration-intensive activities will take place (e.g. blasting, pile driving), the maximum construction-related vibration level would be below the 0.5 PPV in/sec criteria for vibration-induced architectural damage at the nearby commercial/warehousing structures. Therefore, architectural-damage vibration impacts from construction would be less than significant, and no mitigation measures are necessary.

Vibration Annoyance

Vibration is typically noticed nearby when objects in a building generate noise from rattling windows or picture frames. It is typically not perceptible outdoors, and therefore impacts are based on the distance to the nearest building (FTA 2006). The effect on buildings near a construction site depends on soil type, ground strata, and receptor building construction. Vibration can range from no perceptible effects at the lowest levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight damage at the highest levels. The thresholds for vibration annoyance are 78 VdB for daytime residential, 84 VdB for office usages, and 90 VdB for workshops (FTA 2006).

Since vibration dissipates quickly with distance and the nearest residential vibration-sensitive receptors are at least 1,800 feet on average from the construction zone, vibration levels would be well below the most restrictive 78 VdB threshold for vibration-induced annoyance.[8] Also, construction would take place during the least sensitive hours of the day. Therefore, vibration annoyance impacts from construction would be less than significant at sensitive receptors, and no mitigation measures are necessary.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact.

Road Noise

Long-term impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. As discussed in 3.12.a, above, a substantial increase in ambient noise is defined as 3 dB CNEL.

In accordance with the transportation analysis presented in Section 3.16, the proposed project is estimated to generate 598 average daily vehicle trips (ADT) with the worst-case hourly distributions being 50 trips in the morning peak and 54 trips in the evening peak. The existing average daily roadway volume along Castleton Street is estimated to be around 9,500 ADT, based on a PM peak hour of 946. Given these traffic volumes, project-related vehicle trips would not double the existing traffic volumes, would result in only an incremental traffic noise increase of less than 1 dB, and would not exceed the 3 dB threshold of significance. Thus, project-related traffic noise increases would be negligible in the area surrounding the project site. Since the ADT on Colima Road is greater than the ADT on Castleton Street, project-related trips on Colima Road would result in a smaller increase in traffic noise levels than on Castleton Street. The nearest noise-sensitive receptors are the residences south of Colima Road, which would not be affected by noise increases along Castleton Street or Colima Road. Therefore, permanent noise increases due to project-related traffic would be less than significant, and no mitigation measures are necessary.

Stationary Source Noise

As previously discussed in 3.12.a, above, onsite mechanical equipment would be acoustically engineered with appropriate procurement specifications, sound enclosures, and parapet walls, as necessary, to minimize noise and to adhere to allowable noise limits. Since these types of equipment items would be consistent with similar equipment at existing facilities in the area, no substantial noise level increases would occur due to the contributions of the proposed project. Thus, noise levels from project mechanical equipment would be less than significant, and no mitigation measures are necessary.

[8] The average distance is measured from the center of the project construction area to the nearest commercial building to the east. The average distance is used as construction equipment would not continuously operate in only one specific area of the construction area, but would be dispersed throughout.

3. Environmental Analysis

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less Than Significant Impact. Both the City of Industry and County of Los Angeles recognize that the control of construction noise is difficult at best, and they provide an exemption for this type of noise when the work is performed within the hours specified within the County of Los Angeles Noise Ordinance (i.e., 7:00 AM to 7:00 PM Monday through Saturday). The Noise Ordinance also lists the maximum acceptable noise levels at offsite receptor locations (i.e., 75 dBA during the above permitted hours of construction activity). Compliance with the Noise Ordinance is mandatory and, as such, does not constitute mitigation under CEQA.

Construction-Related Transport

Two types of noise impacts could occur during the project construction phase. First, the transport of workers and equipment to the construction site would incrementally increase noise levels along site access roadways. Construction–related trips would minimally increase the total daily traffic flows along Castleton Street and the other surrounding roadways that would likely be used as designated truck routes. This would result in a negligible noise level increase and would, therefore, have a less than significant impact on noise receptors along this roadway. Although individual construction truck pass-bys may create momentary noise levels of up to approximately 85 dBA (L_{max} at 50 feet from the centerline of any given truck), these occurrences will be no different from the other similar truck pass-bys that currently occur along Castleton Street and other surrounding roadways. Additionally, there are no noise-sensitive receptors in the vicinity that would be affected by local construction trips. Therefore, construction vehicle noise would be less than significant, and no mitigation measures are necessary.

Onsite Activities

The second type of potential impact is related to noise generated by onsite construction activities. Construction activities are typically carried out in discrete steps, each of which has a relatively distinct mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise levels surrounding the construction site as work progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow noise ranges to be categorized by work phase. Table 10, *Noise Levels Generated by Typical Construction Equipment*, lists typical construction equipment noise levels recommended for noise impact assessment at a distance of 50 feet.

Table 10 Noise Levels Generated by Typical Construction Equipment

Type of Equipment	Average Sound Levels Measured (dBA at 50 feet)
Pile Drivers	101
Rock Drills	98
Jack Hammers	88
Pneumatic Tools	85
Pumps	76
Dozers	80
Front-End Loaders	79
Hydraulic Backhoe	85
Hydraulic Excavators	82
Graders	85
Air Compressors	81
Trucks	91

Source: Bolt, Beranek and Newman, 1971.

Noise ranges have been found to be similar during all phases of construction, although building construction tends to be somewhat less noisy than grading. The grading and site preparation phase tends to create the highest noise levels, because the noisiest construction equipment is found in the earth-moving equipment category. This category includes excavating machinery (back-fillers, bull-dozers, excavators, front loaders, etc.) and earth-moving and compacting equipment (compactors, scrapers, graders, etc.). Typical operating cycles may involve 1 or 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings. Maximum noise levels at 50 feet from earth-moving equipment range from 73 to 96 dBA, and energy-average (L_{eq}) noise levels range up to about 89 dBA. Building construction noise levels are somewhat reduced from this value, since the physical presence of the newly erected structure can beneficially disrupt line-of-sight noise propagation.

Composite construction noise by phase has been characterized by Bolt, Beranek, and Newman (1971). In their study, construction noise for earthwork and finish work related to industrial development is presented as an aggregate of 89 dBA L_{eq} when measured at a distance of 50 feet from the construction effort. This summed value takes into account both the number of pieces and the spacing of the heavy equipment. Noise levels are typically reduced from this value due to usage factors (discussed above), as well as the barrier effects provided by the physical structures themselves (once erected). However, as a worst-case scenario, the 89 dBA L_{eq} value is used to assess the impact of construction.

The operation of such equipment would result in the generation of both steady and episodic noise significantly above the ambient levels currently experienced near the project site. The noise produced from construction decreases at a rate of approximately 6 dB per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and/or shielding/scattering effects). Therefore, at 100 feet, the source noise level would be about 6 dB less or 83 dBA L_{eq}. Similarly, at 200 feet, the noise level would be about 12 dB less or 77 dBA L_{eq}.

As stated, the project site is situated within a commercial area, with no nearby noise-sensitive uses. The nearest sensitive receptors are the residences in Rowland Heights, at an average distance of 1,800 feet south of the project site. At these distances, construction noise levels would be reduced by a minimum of 31 dB due to distance attenuation. Thus, construction noise levels at the nearby noise-sensitive uses would be 58 dBA L_{eq} or less.

In summary, the project construction would be temporary and occur over three months. Additionally, construction noise would be infrequent and short-lived throughout the least noise-sensitive portions of the day and would be reduced from distance attenuation by approximately 31 dB (or more) at the closest sensitive receptors. Furthermore, project-related construction noise levels would not exceed the county's construction noise level limit. In consideration of these factors, project-related construction noise impacts are considered less than significant, and no mitigation measures are necessary.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The project site is not in an area covered by an airport land use plan or within two miles of a public airport or public-use airport. The nearest public airports are El Monte Airport, 9.1 miles northwest of the site, and Fullerton Municipal Airport, 9.1 miles southwest of the site (Airnav; Google Earth Pro 2016). While light plane and other aircraft noise is occasionally noticeable in the project area, the project is well beyond any airport's 60 dBA CNEL zone. Therefore, the proposed project would not expose people to excessive aircraft noise levels, and no mitigation measures are necessary.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. There are no private airstrips near the project site. The closest heliport to the site is the Recreation and Conference Center heliport, approximately 1.8 miles north of the project site (Airnav.com; Google Earth Pro 2016). Therefore, the proposed project would not expose people to excessive aircraft noise levels. No mitigation measures are necessary.

3.13 POPULATION AND HOUSING

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. Utility mains are available in Castleton Street next to the project site, and project development would not extend infrastructure or roadways into currently unserved areas. The proposed restaurant is estimated to generate 16 jobs. The unemployment rate in Los Angeles County in October 2015 was estimated as 5.9 percent (EDD 2015). Project-generated employment is expected to be absorbed from the regional labor force and is not anticipated to attract new workers into the region. Impacts would be less than significant, and no mitigation is needed.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. There is no housing onsite, and no impact would occur.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. There are no residents onsite, and no impact would occur.

3.14 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less Than Significant Impact. The Los Angeles County Fire Department (LACoFD) provides fire protection and emergency medical services to the City of Industry. The project site is in the service area of Fire Station 118 at 17056 East Gale Avenue in the City of Industry, about 0.9 mile to the west. Project construction and project operation could each cause a very slight increase in demands for fire protection and emergency medical services. Such potential increases in demands would not require construction of new or expanded fire stations, and impacts would be less than significant. No mitigation is needed.

b) Police protection?

Less Than Significant Impact. The Los Angeles County Sheriff's Department provides police protection to the City of Industry, based at the Industry Sheriff's Station at 150 Hudson Avenue in the City of Industry, about three miles northwest of the project site. Project operation could cause a very slight increase in demands for police protection. Such potential increase in demands would not require construction of new or expanded police facility, and impacts would be less than significant. No mitigation is required.

c) Schools?

No Impact. Demand for schools is generated by the number of households in the schools' attendance areas. The project would not develop housing and would not affect demand for school facilities. No impact would occur.

d) Parks?

No Impact. Demand for parks is generated by the population in the parks' service areas. The project would not develop housing and would not affect demand for parks. No impact would occur.

e) Other public facilities

No Impact. Demand for libraries is generated by the population in the libraries' service areas. The project would not develop housing and would not affect demand for libraries. No impact would occur.

3.15 RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The proposed restaurant would not increase the use of existing parks and would not result in deterioration of park facilities. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No Impact. The project does not propose development of parks, and project implementation would not require construction of new or expanded parks. No impact would occur.

3.16 TRANSPORTATION/TRAFFIC

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant Impact. The following describes the methodology utilized to evaluate traffic conditions, a description of the existing conditions in the area as it related to traffic, transit and pedestrian and bicycle modes of travel, a description of the proposed project trips, and an evaluation of potential impacts with the project.

Methodology

Roadway capacity is generally limited by the ability to move vehicles through intersections. A level of service (LOS) is a standard performance measurement to describe the operating characteristics of a street system in terms of the level of congestion or delay experienced by motorists. Service levels range from A through F, which relate to traffic conditions from best (uncongested, free-flowing conditions) to worst (total breakdown with stop-and-go operation).

Table 11, *Intersection Level of Service Description,* describes the level of service concept and the operating conditions expected under each level of service for unsignalized intersections.

Table 11 Intersection Level of Service Description

LOS	Description	Average Delay per Vehicle (seconds), Unsignalized
A	Level of Service A occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	0 to 10.00
B	Level of Service B generally occurs with good progression and/or short cycle lengths. More vehicles stop than for Level of Service A, causing higher levels of average total delay.	10.01 to 15.00
C	Level of Service C generally results when there is fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.	15.01 to 25.00
D	Level of Service D generally results in noticeable congestion. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume to capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	25.01 to 35.00
E	Level of Service E is considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high volume to capacity ratios. Individual cycle failures are frequent occurrences.	35.01 to 50.00
F	Level of Service F is considered to be unacceptable to most drivers. This condition often occurs with oversaturation, i.e., when arrival flow rates exceed the capacity of the intersection. It may also occur at high volume to capacity ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.	50.01 and up

Source: Highway Capacity Manual, Transportation Research Board, 2000.

The methodology used to assess the operation of an unsignalized intersection is based on the Highway Capacity Manual (HCM). Delay and level of service have been calculated using the Synchro analysis software. Per the HCM methodology, overall average intersection delay and level of service was calculated.

Existing Conditions

Roadways and Intersections

Castleton Street provides access to the site. Along the site frontage it consists of three travel lanes—one westbound and two eastbound. It transitions from a 4-lane roadway east of the site to a 3-lane roadway near the east end of the site (see Figures 3, *Aerial Photograph,* and 7, *Lane Configurations and Traffic Controls*). Along the site frontage, the roadway has a striped median, including a left-hand turn lane for westbound traffic into

the Costco Warehouse site located south of the project site across the street. The posted speed limit is 35 miles per hour. On-street parking is prohibited on both sides of the roadway along the site frontage.

The intersection of Castleton Street with Albatross Road, a three-leg intersection about 600 feet west of the project site, is controlled by all-way stop signs. Albatross Road extends along the east edge of the Puente Hills Mall commercial center. The intersection of Castleton Street and Hanover Road, about 450 feet southeast of the site, is signalized. Castleton Street, a collector roadway in a commercial area, extends from Albatross Road eastward about 0.6 mile, then curves northward as Stoner Creek Road, passes under SR-60, and ends at its intersection with Gale Avenue. The existing intersection is controlled by a cross-street stop on the driveway, as the proposed intersection would be. Intersection turning movement counts were conducted at the intersection of Castleton Street at the Costco Warehouse driveway during the AM and PM peak periods in December 2015. Count sheets are included in Appendix B.

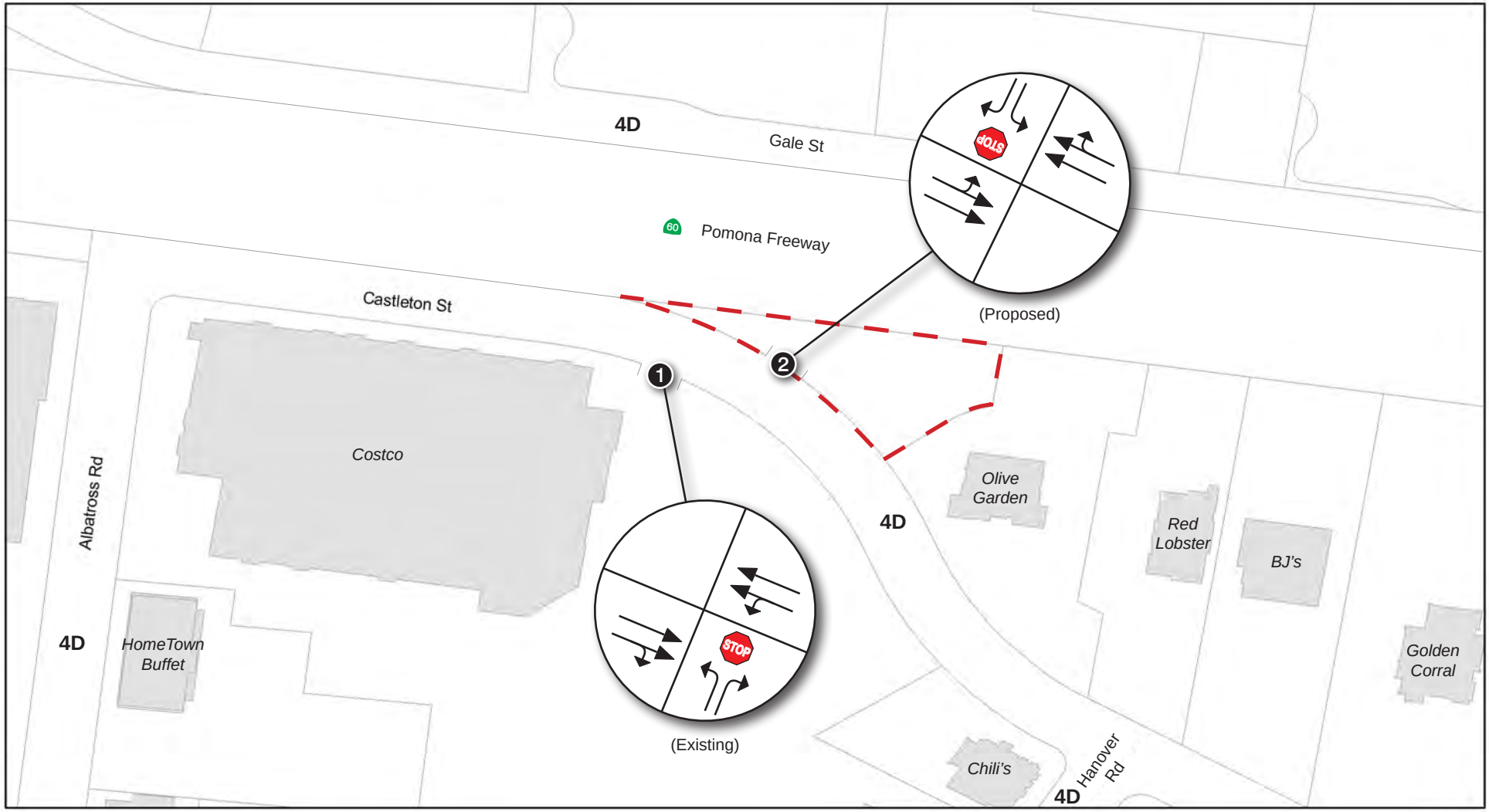
Because the project is consistent with the land use designation and zoning for the site and for the surrounding uses, and due to the relatively small number of trips generated by the project, this analysis focuses on site access. Two intersections were studied for the proposed project—the existing intersection of the Costco driveway with Castleton Street and the proposed intersection of the project site driveway with Castleton Street.

The existing traffic volumes on Castleton Street are far lower during the AM peak hour (202 vehicles) than during the PM peak hour (908 vehicles). One of the concerns addressed in this traffic analysis is the close proximity to the driveway at Costco just west of the project site. According to traffic counts in the study area, traffic entering/exiting the Costco driveway was negligible (see Appendix B). Therefore, intersection LOS were calculated for the PM peak hour only. The intersection at the Costco Driveway at Castleton Street currently operates at LOS C in the PM peak hour, with a delay at the northbound approach of 19.8 seconds. The City of Industry strives to maintain a peak-hour LOS D at intersections. Therefore, this intersection currently operates at acceptable LOS.

Pedestrian, Bicycle and Transit Modes

There are sidewalks on both sides of Castleton Street along the site frontage. The nearest bicycle facility to the project site mapped on the Metro Bike Map is striped (Class II) bicycle lanes on both sides of Colima Avenue about 0.3 mile to the south (MTA 2014).

Lane Configurations and Traffic Controls



Project Boundary
Intersection Location Number
2 Number of Travel Lanes
D Divided Roadway
STOP Stop Sign

0 100
Scale (Feet)

Source: ESRI, 2016

3. Environmental Analysis

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Foothill Transit provides public transit bus service in the project region. Four Foothill Transit lines operate on Colima Road about 0.3 mile south of the project site, as shown on Table 12:

Table 12 Foothill Transit Bus Routes Operating on Colima Road south of the project site

Route	General Direction of Travel	Operation	
		Days per Week	Weekday Peak Hour Frequency
178	Northwest-Southeast between El Monte and City of Industry	7	30 minutes
289	Southwest-Northeast between City of Industry and Pomona	7	60 minutes
482	Southwest-Northeast between City of Industry and Pomona	7	30 minutes
493	East-West between Diamond Bar and Los Angeles	5 (Monday-Friday) peak hour only	10 minutes

Source: Foothill Transit 2015.

Project Trip Generation

The proposed project would increase the traffic volumes in the project area roadway system. Trip generation rates for the proposed project were determined for daily, and peak hour traffic in the morning (7 to 9 AM) and evening (4 to 6 PM) hours. The proposed project's trip generation was based on trip generation rates from the Trip Generation Manual (ITE 2012). Generation rates are for a fast-food restaurant with drive-through window and indoor seating; the proposed restaurant would be 2,492 square feet in building area. As shown on Table 13, the restaurant is estimated to generate 1,236 daily trips; 113 trips in the AM peak hour; and 81 trips in the PM peak hour.

Table 13 Project Trip Generation

Land Use	TSF	Trip Generation[1]						
		Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Fast-Food Restaurant with Drive-Thru Window	2.49	1,236	58	55	113	42	39	81

[1] Trip generation rates for peak hour of adjacent streets, per the ITE Trip Generation Manual 9th Edition.

Trip Distribution and Assignment

Project trip distribution was determined based on the existing circulation system and the existing distribution for the Costco Warehouse opposite Castleton Street from the project site. Costco is not open during the AM peak hour, and AM peak hour trips were not used in determining trip distribution. The distributions of inbound and outbound trips for the proposed restaurant were estimated as 75 percent to or from the west, and the remaining 25 percent from the east.

3. Environmental Analysis

Existing Plus Project Conditions

The traffic volumes for existing plus project conditions were projected by adding the volumes of traffic that would be generated by the project. Table 14 shows the LOS at study area intersections for existing and existing-plus-project conditions during the PM peak hour. The Castleton Street at Costco Driveway intersection currently operates at LOS C and, with the project's additional traffic, is projected to continue operating at LOS C during the PM peak hour. The proposed intersection of Castleton Street and Tommy's Hamburgers is forecast to operate at LOS B during the PM peak hour.

LOS during AM peak hour was not analyzed. However, since through-traffic volumes on Castleton Street are far lower during the AM peak hour than during the PM peak hour, and Costco is not open during the AM peak hour, the LOS would be acceptable for study intersections during the AM peak hour. With project trips, there would be a minimal increase in delay at study intersections, and they would continue to operate at acceptable LOS. Impacts would be considered less than significant, and no further analysis would be necessary.

Table 14 Intersection Levels of Service

Intersection	Scenario	PM Peak Hour	
		Delay Value (seconds)	LOS
Costco Driveway & Castleton Street	Existing	19.8	C
	Existing Plus Project	21.7	C
Castleton Street & Tommy's Driveway	Existing	N/A- Future Intersection	
	Existing Plus Project	12.5	B

Notes:
- Intersection LOS calculations are included in Appendix B.
- The delays at study intersections assume full access. With the access restrictions discussed in response d) the LOS at Castleton Street at Tommy's would be less than shown above on Table 14

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less Than Significant Impact. The Congestion Management Program (CMP) in effect in Los Angeles County was issued by the Los Angeles County Metropolitan Transportation Authority (Metro) in 2010. All freeways and selected arterial roadways are designated elements of the CMP Highway System. The nearest CMP highways to the project site are SR-60 and Azusa Avenue. The nearest CMP Intersection to the project site is the intersection of Azusa Avenue and Colima Road about 0.7 mile southwest of the site. The CMP states that the minimum project-added traffic that is needed before an intersection has to be studied is 50 two-way trips in either the morning or evening weekday peak hour. The project generates 113 peak hour trips. Since these trips disperse thru several roadways, the number of project trips at the nearest CMP monitoring intersection would be negligible. Therefore, the project would not result in a substantial number of trips that would result in substantial delay at any CMP intersection. Therefore, impacts at CMP intersections would be less than significant, and no mitigation would be required.

According to CMP guidelines, only main-line freeway monitoring locations where a project adds 150 or more trips during either the morning or evening weekday peak hour must be analyzed. The project generates up to 113 trips during the peak hour; therefore, it does not meet the main-line freeway criteria, and impacts would be less than significant under CMP criteria.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. Project development would not affect air traffic levels. The nearest public-use airport to the site is the San Gabriel Valley Airport 8.9 miles to the northwest; project development would not cause a change in the locations of air traffic patterns. No impact would occur.

d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?

Less Than Significant Impact With Mitigation. A new driveway would be constructed on the western portion of the site to provide access for the Tommy's Hamburgers at Castleton Street. This driveway would be about 55 feet east of the existing driveway for Costco with Castleton Street.[9] Although there is adequate sight distance at the proposed driveway to provide sufficient visibility for safe driveway ingress/egress, there is a potential for conflict movements between cars ingressing/egressing the Costco and the proposed Tommy's driveways.

Conflicts could potentially occur, because vehicles turning left from eastbound Castleton Street into the Tommy's driveway would cross the left turn lane for westbound vehicles turning into Costco. Due to the (1) spacing of less than 60 feet between the driveways for Costco and the proposed Tommy's, and (2) the fact that left turns would cross Castleton Street on a curve and a left-turn lane that serves the Costco driveway inbound traffic, it is not feasible to allow left turns in and out of the Tommy's driveway. With mitigation measure TRANS-1, access to the Tommy's site would be limited to right-in/right-out movements on Castleton Street. With Trans-1, the project would not result in unsafe access, and impacts would be less than significant.

Mitigation Measure

TRANS-1 Prior to obtaining building permits for the project, the project applicant/developer shall include in the project plans that access would be limited to right-in/right-out movements and, if required by the City, shall provide funds to the City of Industry to adequately restripe and install signage to ensure that access would be limited to right-in/right-out. Traffic control features, including pavement markings and signage at the driveway and Castleton Street, shall be consistent with applicable City of Industry standards as well as the California Department of Transportation's California Manual on Uniform Traffic Control Devices (Caltrans 2014).

[9] The measurement is from the nearest segments of the respective driveway curbs perpendicular to Castleton Street. The distance is less if measured from where the curb on each driveway begins (or would begin) to curve away from the roadway edge alignment.

e) Result in inadequate emergency access?

No Impact. The project site plan provides access to the site conforming with requirements of Section 503 of the California Fire Code (California Code of Regulations, Title 24 Part 9). That is, approved fire apparatus access roads are required within 150 feet of all portions of the exterior walls of the first story of each building. Such roads must be at least 20 feet wide, have 13 feet six inches of vertical clearance, and provide all-weather driving capabilities for fire apparatus. The access and circulation features at the proposed development project would accommodate emergency ingress and egress by fire trucks, police units, and ambulance/paramedic vehicles. Emergency vehicles would enter the project site using the driveway entrance on Castleton Street. As shown on Figure 4, *Site Plan*, the building and parking areas would be accessible via driveway entrances with a width of 30 feet, becoming 26 feet wide in the parking lot area, and a 56-foot radius turning circle would be available near at the western face of the Tommy's building. These driveways would provide fire access, striped per LACoFD standards. All emergency access features are subject to and must satisfy the City of Industry design requirements and be approved by the LACoFD. No impacts would occur. No adverse impact would occur.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. The proposed restaurant would not block sidewalks on Castleton Street and would not interfere with public transit bus service on Colima Road south of the site. No impact would occur.

3.17 UTILITIES AND SERVICE SYSTEMS

a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. The project would be developed in compliance with requirements for discharge of waste set forth by the Los Angeles County Department of Public Works pursuant to the MS4 Permit issued by the Los Angeles Regional Water Quality Control Board. Impacts would be less than significant.

b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact.

Water Treatment

Water treatment facilities filter and/or disinfect water before it is delivered to customers. The Rowland Water District (RWD) would provide water to the proposed project. The RWD's entire potable water supply is water imported from northern California and the Colorado River and purchased from the Three Valleys Municipal Water District (HDR 2011). Imported water is treated at the Weymouth Treatment Plant in the City of La Verne; the plant has capacity of 520 million gallons per day (MWD 2015).

Fast-food restaurants with indoor seating are estimated to use 25 gallons of water per day (gpd) per seat, based on 125 percent of wastewater generation factor from the City of Los Angeles (Los Angeles 2006). The proposed 56-seat restaurant is estimated to use about 1,400 gpd. There is adequate water treatment capacity in the region for project water demands, and project development would not require construction of new or expanded water treatment facilities.

Wastewater Treatment

The Los Angeles County Sanitation Districts (LACSD) provide wastewater treatment to the City of Industry. Wastewater from the City is treated at the San Jose Creek Water Reclamation Plant, which has capacity of 100 million gallons per day (mgd), average wastewater flows of 56 mgd, and residual capacity of 44 mgd (LACSD 2015). The restaurant is estimated to generate about 1,120 gallons of wastewater per day based on the wastewater generation factor for fast-food restaurants with indoor seating from the City of Los Angeles (Los Angeles 2006). There is sufficient wastewater treatment capacity in the region for forecast project wastewater generation, and project development would not require construction of new or expanded wastewater treatment facilities. Impacts would be less than significant, and no mitigation is needed.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. Project development would include construction of about 25,756 square feet of impervious surfaces: the building, drive aisles, parking spaces, and sidewalks. Development of the proposed restaurant would thus cause an increase in runoff. Runoff would be directed into proposed landscaped areas around the site perimeter where some runoff would infiltrate into soil. Thus, the project would not require construction of new or expanded storm drainage facilities, and impacts would be less than significant. No mitigation is required.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. The RWD, which would provide water to the proposed restaurant, forecasts that it will have sufficient water supplies to meet water demands in its service area through the 2015-2035 period in normal and dry-year conditions (HDR 2011). The restaurant is forecast to use about 1,400 gpd of water. There are adequate existing and forecast water supplies for project water demands, and development of the proposed restaurant would not require the RWD to obtain new or expanded water supplies. Impacts would be less than significant, and no mitigation is needed.

e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. Impacts to wastewater treatment capacity would be less than significant, as substantiated above in Section 5.17.b.

3. Environmental Analysis

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less Than Significant Impact. In 2013, the most recent year for which data are available, over 99 percent of solid waste landfilled from the City of Industry was disposed of at the three facilities listed in Table 15 or at Puente Hills Landfill in the City of Industry (CalRecycle 2015b). Puente Hills Landfill closed in October 2013 and is thus omitted from the table. Azusa Land Reclamation Company Landfill accepts certain types of nonhazardous wastes, including tires and construction and demolition debris, but does not accept municipal solid waste. The two other listed landfills accept municipal solid waste, construction and demolition debris, and tires.

Table 15 Landfills Serving City of Industry

Facility and Nearest City	Remaining Capacity, Cubic Yards	Permitted Daily Throughput, Tons	Average Daily Disposal, Tons	Residual Capacity, Tons per Day	Estimated Closing Date
Azusa Land Reclamation Co. Landfill Azusa, Los Angeles County	51,512,201	8,000	667	7,333	2045
El Sobrante Landfill Corona, Riverside County	145,530,000	16,054	8,410	7,644	2045
Olinda Alpha Sanitary Landfill Brea, Orange County	36,589,707	8,000	7,030	970	2021
Total	233,631,908	32,054	16,107	15,947	Not applicable

Sources: CalRecycle 2015b; CalRecycle 2015c; CalRecycle 2015d; CalRecycle 2015e; CalRecycle 2015f

Restaurants are estimated to generate about 0.018 pound of solid waste per square foot per day (CalRecycle 2009). Therefore, the 2,492-square-foot restaurant is estimated to generate about 45 pounds of solid waste per day. There is sufficient landfill capacity in the region for forecast project solid waste generation, and impacts would be less than significant. No mitigation is needed.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. Assembly Bill 939 (AB 939; Integrated Solid Waste Management Act of 1989; Public Resources Code 40050 et seq.) established an integrated waste-management system that focused on source reduction, recycling, composting, and land disposal of waste. AB 939 required every California city and county to divert 50 percent of its waste from landfills by the year 2000. Compliance with AB 939 is measured in part by comparing solid waste disposal rates for a jurisdiction with target disposal rates; actual rates at or below target rates are consistent with AB 939. AB 939 also requires California counties to show 15 years of disposal capacity for all jurisdictions within the county or show a plan to transform or divert its waste.

Assembly Bill 341 (2011) increases the statewide waste diversion goal to 75 percent by 2020 and mandates recycling for commercial and multifamily residential land uses.

Assembly Bill 1826 (California Public Resources Code §§ 42649.8 et seq.), signed into law in September 2014, requires recycling of organic matter by businesses and multifamily residences of five of more units generating such wastes in amounts over certain thresholds. The law took effect in January 2016.

The proposed project would include outdoor recyclable material storage areas in compliance with AB 341. The proposed office use is not expected to generate organic solid waste in quantities triggering the recycling requirement in Assembly Bill 1826; however, project operation would comply with Assembly Bill 1826 if it generated such quantities of organic waste. The project would comply with regulations governing solid waste disposal, and no impact would occur.

3.18 MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact. Project development would not substantially reduce the population, habitat, or range of a fish or wildlife species or rare or endangered plant or animal community, and would not eliminate an important example of the major periods of California history or prehistory. Impacts would be less than significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less Than Significant Impact. No significant cumulative impacts are identified in this Initial Study, and impacts would be less than significant.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact. No significant adverse effects on human beings are identified in this Initial Study. Impacts would be less than significant.

3. Environmental Analysis

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4. Consultant Recommendation

Based on the information and environmental analysis contained in this Initial Study, we recommend that the City of Industry adopt a Mitigated Negative Declaration for this project. We find that the project would not have a significant effect on the environment. We recommend that the second category be selected for the City's determination (See Section 5, *Lead Agency Determination*).

Date	Dwayne Mears, AICP, for PlaceWorks

4. Consultant Recommendation

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5. Lead Agency Determination

On the basis of this initial evaluation:

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

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

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

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

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

Signature	*Date*
Printed Name	*For*

5. Lead Agency Determination

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6. List of Preparers

CITY OF INDUSTRY

Troy Helling, Senior Planner

PLACEWORKS

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Bob Mantey, Manager, Noise, Vibration, and Acoustics

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Cary Nakama, Graphic Artist

6. List of Preparers

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Appendix A Air Quality and Greenhouse Gas Analyses

Appendices are provided on CD, attached.

Appendix

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Air Quality and Greenhouse Gas Background and Modeling Data

AIR QUALITY

Climate/Meteorology

SOUTH COAST AIR BASIN

The project site lies within the South Coast Air Basin (SoCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The SoCAB is in a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean in the southwest quadrant, with high mountains forming the remainder of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. This usually mild weather pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds (SCAQMD 2005).

Temperature and Precipitation

The annual average temperature varies little throughout the SoCAB, ranging from the low to middle 60s, measured in degrees Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station nearest to the project site with temperature data is the Pomona Fairplex Station (ID No. 047050). The lowest average temperature is reported at 38.1°F in January while the highest average temperature is 91.1°F in August (WRCC 2015a).

In contrast to a very steady pattern of temperature, rainfall is seasonally and annually highly variable. Almost all rain falls from October through April. Summer rainfall is normally restricted to widely scattered thundershowers near the coast, with slightly heavier shower activity in the east and over the mountains. Rainfall averages 17.06 inches per year in the project area according to the data from the Walnut NI FC102C climatological station (ID No. 049431) located closest to the project site (WRCC 2015b).

Humidity

Although the SoCAB has a semiarid climate, the air near the earth's surface is typically moist because of the presence of a shallow marine layer. Except for infrequent periods when dry, continental air is brought into the SoCAB by offshore winds, the "ocean effect" is dominant. Periods of heavy fog, especially along the coast, are frequent. Low clouds, often referred to as high fog, are a characteristic climatic feature. Annual average humidity is 70 percent at the coast and 57 percent in the eastern portions of the SoCAB (SCAQMD 2005).

Wind

Wind patterns across the south coastal region are characterized by westerly or southwesterly onshore winds during the day and by easterly or northeasterly breezes at night. Wind speed is somewhat greater during the dry summer months than during the rainy winter season.

Between periods of wind, periods of air stagnation may occur, both in the morning and evening hours. Air stagnation is one of the critical determinants of air quality conditions on any given day. During the winter and fall months, surface high-pressure systems over the SoCAB, combined with other meteorological conditions, can result in very strong, downslope Santa Ana winds. These winds normally continue a few days before predominant meteorological conditions are reestablished.

The mountain ranges to the east affect the transport and diffusion of pollutants by inhibiting their eastward transport. Air quality in the SoCAB generally ranges from fair to poor and is similar to air quality in most of coastal southern California. The entire region experiences heavy concentrations of air pollutants during prolonged periods of stable atmospheric conditions (SCAQMD 2005).

Inversions

In conjunction with the two characteristic wind patterns that affect the rate and orientation of horizontal pollutant transport, there are two similarly distinct types of temperature inversions that control the vertical depth through which pollutants are mixed. These are the marine/subsidence inversion and the radiation inversion. The combination of winds and inversions are critical determinants in leading to the highly degraded air quality in summer and the generally good air quality in the winter in the project area (SCAQMD 2005).

Air Quality Regulations

The proposed project has the potential to release gaseous emissions of criteria pollutants and dust into the ambient air; therefore, it falls under the ambient air quality standards promulgated at the local, state, and federal levels. The project site is in the SoCAB and is subject to the rules and regulations imposed by the South Coast Air Quality Management District (SCAQMD). However, SCAQMD reports to California Air Resources board (CARB), and all criteria emissions are also governed by the California and national Ambient Air Quality Standards (AAQS). Federal, state, regional, and local laws, regulations, plans, or guidelines that are potentially applicable to the proposed project are summarized below.

AMBIENT AIR QUALITY STANDARDS

The Clean Air Act (CAA) was passed in 1963 by the US Congress and has been amended several times. The 1970 Clean Air Act amendments strengthened previous legislation and laid the foundation for the regulatory scheme of the 1970s and 1980s. In 1977, Congress again added several provisions, including nonattainment requirements for areas not meeting National AAQS and the Prevention of Significant Deterioration program. The 1990 amendments represent the latest in a series of federal efforts to regulate the protection of air quality in the United States. The CAA allows states to adopt more stringent standards or to include other pollution species. The California Clean Air Act (CCAA), signed into law in 1988, requires all areas of the state

to achieve and maintain the California AAQS by the earliest practical date. The California AAQS tend to be more restrictive than the National AAQS, based on even greater health and welfare concerns.

These National AAQS and California AAQS are the levels of air quality considered to provide a margin of safety in the protection of the public 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 disease or illness, and persons engaged in strenuous work or exercise. Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed.

Both California and the federal government have established health-based AAQS for seven air pollutants. As shown in Table 1, *Ambient Air Quality Standards for Criteria Pollutants*, these pollutants include ozone (O_3), nitrogen dioxide (NO_2), carbon monoxide (CO), sulfur dioxide (SO_2), coarse inhalable particulate matter (PM_{10}), fine inhalable particulate matter ($PM_{2.5}$), and lead (Pb). In addition, the state has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety.

Table 1 Ambient Air Quality Standards for Criteria Pollutants

Pollutant	Averaging Time	California Standard	Federal Primary Standard	Major Pollutant Sources
Ozone (O_3)	1 hour	0.09 ppm	*	Motor vehicles, paints, coatings, and solvents.
	8 hours	0.070 ppm	0.070 ppm	
Carbon Monoxide (CO)	1 hour	20 ppm	35 ppm	Internal combustion engines, primarily gasoline-powered motor vehicles.
	8 hours	9.0 ppm	9 ppm	
Nitrogen Dioxide (NO_2)	Annual Average	0.030 ppm	0.053 ppm	Motor vehicles, petroleum-refining operations, industrial sources, aircraft, ships, and railroads.
	1 hour	0.18 ppm	0.100 ppm	
Sulfur Dioxide (SO_2)	Annual Arithmetic Mean	*	0.030 ppm[2]	Fuel combustion, chemical plants, sulfur recovery plants, and metal processing.
	1 hour	0.25 ppm	0.075 ppm[1]	
	24 hours	0.04 ppm	0.014 ppm[2]	
Respirable Coarse Particulate Matter (PM_{10})	Annual Arithmetic Mean	20 µg/m^3	*	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	50 µg/m^3	150 µg/m^3	
Respirable Fine Particulate Matter ($PM_{2.5}$)	Annual Arithmetic Mean	12 µg/m^3	12 µg/m^3	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	*	35 µg/m^3	

Table 1 Ambient Air Quality Standards for Criteria Pollutants

Pollutant	Averaging Time	California Standard	Federal Primary Standard	Major Pollutant Sources
Lead (Pb)	Monthly	1.5 µg/m^3	*	Present source: lead smelters, battery manufacturing & recycling facilities. Past source: combustion of leaded gasoline.
	Quarterly	*	1.5 µg/m^3	
	3-Month Average	*	0.15 µg/m^3	
Sulfates (SO_4)	24 hours	25 µg/m^3	*	Industrial processes.
Visibility Reducing Particles	8 hours	ExCo =0.23/km visibility of 10≥ miles[1]	No Federal Standard	Visibility-reducing particles consist of suspended particulate matter, which is a complex mixture of tiny particles that consists of dry solid fragments, solid cores with liquid coatings, and small droplets of liquid. These particles vary greatly in shape, size and chemical composition, and can be made up of many different materials such as metals, soot, soil, dust, and salt.
Hydrogen Sulfide	1 hour	0.03 ppm	No Federal Standard	Hydrogen sulfide (H2S) is a colorless gas with the odor of rotten eggs. It is formed during bacterial decomposition of sulfur-containing organic substances. Also, it can be present in sewer gas and some natural gas, and can be emitted as the result of geothermal energy exploitation.
Vinyl Chloride	24 hour	0.01 ppm	No Federal Standard	Vinyl chloride (chloroethene), a chlorinated hydrocarbon, is a colorless gas with a mild, sweet odor. Most vinyl chloride is used to make polyvinyl chloride (PVC) plastic and vinyl products. Vinyl chloride has been detected near landfills, sewage plants, and hazardous waste sites, due to microbial breakdown of chlorinated solvents.

Source: CARB 2015a.
Notes: ppm: parts per million; µg/m^3: micrograms per cubic meter
* Standard has not been established for this pollutant/duration by this entity.
1 When relative humidity is less than 70 percent.
2 On June 2, 2010, a new 1-hour SO_2 standard was established and the existing 24-hour and annual primary standards were revoked. The 1971 SO_2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.
3 On December 14, 2012, EPA lowered the federal primary $PM_{2.5}$ annual standard from 15.0 µg/m^3 to 12.0 µg/m^3. EPA made no changes to the primary 24-hour $PM_{2.5}$ standard or to the secondary $PM_{2.5}$ standards.

CRITERIA AIR POLLUTANTS

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by federal and state law. Air pollutants are categorized as primary or secondary pollutants. Primary air pollutants are those that are emitted directly from sources. Carbon monoxide (CO), volatile organic compounds (VOC), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), coarse inhalable particulate matter (PM_{10}), fine inhalable particulate matter ($PM_{2.5}$), and lead (Pb) are primary air pollutants. Of these, CO, SO_2, NO_2, PM_{10}, and $PM_{2.5}$ are "criteria air pollutants," which means that ambient air quality standards (AAQS) have been established for them. VOC and oxides of nitrogen (NO_x) are air pollutant precursors that form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. Ozone (O_3) and NO_2 are the principal secondary pollutants. A description of each of the primary and secondary criteria air pollutants and their known health effects is presented below.

Carbon Monoxide (CO) is a colorless, odorless, toxic gas produced by incomplete combustion of carbon substances, such as gasoline or diesel fuel. CO is a primary criteria air pollutant. CO concentrations tend to be the highest during winter mornings with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion, engines and motor vehicles operating at slow speeds are the primary source of CO in the SoCAB. The highest ambient CO concentrations are generally found near traffic-congested corridors and intersections. The primary adverse health effect associated with CO is interference with normal oxygen transfer to the blood, which may result in tissue oxygen deprivation (SCAQMD 2005; EPA 2015a). The SoCAB is designated under the California and National AAQS as being in attainment of CO criteria levels (CARB 2014a).

Volatile Organic Compounds (VOC) are compounds composed primarily of atoms of hydrogen and carbon. Internal combustion associated with motor vehicle usage is the major source of hydrocarbons. Other sources of VOCs include evaporative emissions associated with the use of paints and solvents, the application of asphalt paving, and the use of household consumer products such as aerosols. There are no ambient air quality standards established for VOCs. However, because they contribute to the formation of ozone (O_3), SCAQMD has established a significance threshold for this pollutant (SCAQMD 2005).

Nitrogen Oxides (NO_x) are a byproduct of fuel combustion and contribute to the formation of O_3, PM_{10}, and $PM_{2.5}$. The two major forms of NO_x are nitric oxide (NO) and nitrogen dioxide (NO_2). The principal form of NO_2 produced by combustion is NO, but NO reacts with oxygen to form NO_2, creating the mixture of NO and NO_2 commonly called NO_x. NO_2 acts as an acute irritant and, in equal concentrations, is more injurious than NO. At atmospheric concentrations, however, NO_2 is only potentially irritating. There is some indication of a relationship between NO_2 and chronic pulmonary fibrosis. Some increase in bronchitis in children (two and three years old) has also been observed at concentrations below 0.3 part per million (ppm). NO_2 absorbs blue light; the result is a brownish-red cast to the atmosphere and reduced visibility. NO is a colorless, odorless gas formed from atmospheric nitrogen and oxygen when combustion takes place under high temperature and/or high pressure (SCAQMD 2005; EPA 2015a). The SoCAB is designated as an attainment area for NO_2 under the National AAQS California AAQS (CARB 2014a).

Sulfur Dioxide (SO_2) is a colorless, pungent, irritating gas formed by the combustion of sulfurous fossil fuels. It enters the atmosphere as a result of burning high-sulfur-content fuel oils and coal and from chemical processes at chemical plants and refineries. Gasoline and natural gas have very low sulfur content and do not release significant quantities of SO_2 (SCAQMD 2005; EPA 2015a). When sulfur dioxide forms sulfates (SO_4) in the atmosphere, together these pollutants are referred to as sulfur oxides (SO_X). Thus, SO_2 is both a primary and secondary criteria air pollutant. At sufficiently high concentrations, SO_2 may irritate the upper respiratory tract. At lower concentrations and when combined with particulates, SO_2 may do greater harm by injuring lung tissue. The SoCAB is designated as attainment under the California and National AAQS (CARB 2014a).

Suspended Particulate Matter (PM_{10} and $PM_{2.5}$) consists of finely divided solids or liquids such as soot, dust, aerosols, fumes, and mists. Two forms of fine particulates are now recognized and regulated. Inhalable coarse particles, or PM_{10}, include the particulate matter with an aerodynamic diameter of 10 microns (i.e., 10 millionths of a meter or 0.0004 inch) or less. Inhalable fine particles, or $PM_{2.5}$, have an aerodynamic diameter of 2.5 microns (i.e., 2.5 millionths of a meter or 0.0001 inch) or less. Particulate discharge into the atmosphere results primarily from industrial, agricultural, construction, and transportation activities. However, wind action on arid landscapes also contributes substantially to local particulate loading (i.e., fugitive dust). Both PM_{10} and $PM_{2.5}$ may adversely affect the human respiratory system, especially in people who are naturally sensitive or susceptible to breathing problems (SCAQMD 2005).

The US Environmental Protection Agency's (EPA) scientific review concluded that $PM_{2.5}$, which penetrates deeply into the lungs, is more likely than PM_{10} to contribute to health effects and at concentrations that extend well below those allowed by the current PM_{10} standards. These health effects include premature death and increased hospital admissions and emergency room visits (primarily the elderly and individuals with cardiopulmonary disease); increased respiratory symptoms and disease (children and individuals with cardiopulmonary disease such as asthma); decreased lung functions (particularly in children and individuals with asthma); and alterations in lung tissue and structure and in respiratory tract defense mechanisms (SCAQMD 2005). There has been emerging evidence that even smaller particulates with an aerodynamic diameter of <0.1 microns or less (i.e., ≤0.1 millionths of a meter or <0.000004 inch), known as ultrafine particulates (UFPs), have human health implications, because UFPs toxic components may initiate or facilitate biological processes that may lead to adverse effects to the heart, lungs, and other organs (SCAQMD 2013). However, the EPA or CARB have yet to adopt AAQS to regulate these particulates. Diesel particulate matter (DPM) is classified by the CARB as a carcinogen (CARB 1998). Particulate matter can also cause environmental effects such as visibility impairment,[1] environmental damage,[2] and aesthetic damage[3]

[1] $PM_{2.5}$ is the main cause of reduced visibility (haze) in parts of the United States.
[2] Particulate matter can be carried over long distances by wind and then settle on ground or water, making lakes and streams acidic; changing the nutrient balance in coastal waters and large river basins; depleting the nutrients in soil; damaging sensitive forests and farm crops; and affecting the diversity of ecosystems.
[3] Particulate matter can stain and damage stone and other materials, including culturally important objects such as statues and monuments.

(SCAQMD 2005; EPA 2015a). The SoCAB is a nonattainment area for $PM_{2.5}$ under California and National AAQS and a nonattainment area for PM_{10} under the California AAQS (CARB 2014a).[4]

Ozone (O_3) is commonly referred to as "smog" and is a gas that is formed when VOCs and NO_x, both by-products of internal combustion engine exhaust, undergo photochemical reactions in the presence of sunlight. O_3 is a secondary criteria air pollutant. O_3 concentrations are generally highest during the summer months when direct sunlight, light winds, and warm temperatures create favorable conditions for the formation of this pollutant. O_3 poses a health threat to those who already suffer from respiratory diseases as well as to healthy people. Breathing O_3 can trigger a variety of health problems, including chest pain, coughing, throat irritation, and congestion. It can worsen bronchitis, emphysema, and asthma. Ground-level O_3 also can reduce lung function and inflame the linings of the lungs. Repeated exposure may permanently scar lung tissue. O_3 also affects sensitive vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas. In particular, O_3 harms sensitive vegetation during the growing season (SCAQMD 2005; EPA 2015a). The SoCAB is designated as extreme nonattainment under the California AAQS (1-hour and 8-hour) and National AAQS (8-hour) (CARB 2014a).

Lead (Pb) concentrations decades ago exceeded the state and federal AAQS by a wide margin, but have not exceeded state or federal air quality standards at any regular monitoring station since 1982 (SCAQMD 2005). However, in 2008 the EPA and CARB adopted more strict lead standards, and special monitoring sites immediately downwind of lead sources[5] recorded every localized violations of the new state and federal standards. As a result of these localized violations, the Los Angeles County portion of the SoCAB was designated in 2010 as nonattainment under the National AAQS for lead (SCAQMD 2012a; CARB 2014a). The project is not characteristic of industrial-type projects that have the potential to emit lead. Therefore, lead is not a pollutant of concern for the project.

TOXIC AIR CONTAMINANTS

The public's exposure to air pollutants classified as toxic air contaminants (TACs) is a significant environmental health issue in California. In 1983, the California Legislature enacted a program to identify the health effects of TACs and to reduce exposure to these contaminants to protect the public health. The California Health and Safety Code defines a TAC as "an air pollutant which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health." A substance that is listed as a hazardous air pollutant (HAP) pursuant to Section 112(b) of the federal Clean Air Act (42 United States Code §7412[b]) is a toxic air contaminant. Under state law, the California Environmental Protection Agency (Cal/EPA), acting through CARB, is authorized to identify a substance as a TAC if it determines that the substance is an air pollutant that may cause or contribute to an increase in mortality or to an increase in serious illness, or may pose a present or potential hazard to human health.

[4] CARB approved the SCAQMD's request to redesignate the SoCAB from serious nonattainment for PM_{10} to attainment for PM_{10} under the National AAQS on March 25, 2010, because the SoCAB has not violated federal 24-hour PM_{10} standards during the period from 2004 to 2007. In June 2013, the EPA approved the State of California's request to redesignate the PM_{10} nonattainment area to attainment of the PM_{10} National AAQS, effective on July 26, 2013.

[5] Source-oriented monitors record concentrations of lead at lead-related industrial facilities in the SoCAB, which include Exide Technologies in the City of Commerce; Quemetco, Inc., in the City of Industry; Trojan Battery Company in Santa Fe Springs; and Exide Technologies in Vernon. Monitoring conducted between 2004 through 2007 identified that the Trojan Battery Company and Exide Technologies exceed the federal standards (SCAQMD 2012a).

California regulates TACs primarily through Assembly Bill (AB) 1807 (Tanner Air Toxics Act) and AB 2588 (Air Toxics "Hot Spot" Information and Assessment Act of 1987). The Tanner Air Toxics Act sets forth a formal procedure for CARB to designate substances as TACs. Once a TAC is identified, CARB adopts an "airborne toxics control measure" for sources that emit designated TACs. If there is a safe threshold for a substance (i.e., a point below which there is no toxic effect), the control measure must reduce exposure to below that threshold. If there is no safe threshold, the measure must incorporate toxics best available control technology to minimize emissions. To date, CARB has established formal control measures for 11 TACs, all of which are identified as having no safe threshold.

Air toxics from stationary sources are also regulated in California under the Air Toxics "Hot Spot" Information and Assessment Act of 1987. Under AB 2588, toxic air contaminant emissions from individual facilities are quantified and prioritized by the air quality management district or air pollution control district. High priority facilities are required to perform a health risk assessment and, if specific thresholds are exceeded, are required to communicate the results to the public in the form of notices and public meetings.

By the last update to the TAC list in December 1999, CARB had designated 244 compounds as TACs (CARB 1999). Additionally, CARB has implemented control measures for a number of compounds that pose high risks and show potential for effective control. The majority of the estimated health risks from TACs can be attributed to relatively few compounds, the most important being particulate matter from diesel-fueled engines.

In 1998, CARB identified particulate emissions from diesel-fueled engines (diesel PM) as a TAC. Previously, the individual chemical compounds in diesel exhaust were considered TACs. Almost all diesel exhaust particle mass is 10 microns or less in diameter. Because of their extremely small size, these particles can be inhaled and eventually trapped in the bronchial and alveolar regions of the lung.

Multiple Airborne Toxics Exposure Study (MATES)

The Multiple Air Toxics Exposure Study (MATES) is a monitoring and evaluation study on ambient concentrations of TACs and estimated the potential health risks from air toxics in the SoCAB. In 2008, SCAQMD conducted its third update to the MATES study (MATES III). The results showed that the overall risk for excess cancer from a lifetime exposure to ambient levels of air toxics was about 1,200 in a million. The largest contributor to this risk was diesel exhaust, accounting for 84 percent of the cancer risk (SCAQMD 2008).

SCAQMD recently released the fourth update (MATES IV). The results showed that the overall monitored risk for excess cancer from a lifetime exposure to ambient levels of air toxics decreased to approximately 418 in one million. Compared to the 2008 MATES III, monitored excess cancer risks decreased by approximately 65 percent. Approximately 90 percent of the risk is attributed to mobile sources while 10 percent is attributed to TACs from stationary sources, such as refineries, metal processing facilities, gas stations, and chrome plating facilities. The largest contributor to this risk was diesel exhaust, accounting for approximately 68 percent of the air toxics risk. Compared to MATES III, MATES IV found substantial improvement in air quality and associated decrease in air toxics exposure. As a result, the estimated basin-wide population-

weighted risk decreased by approximately 57 percent compared to the analysis done for the MATES III time period (SCAQMD 2015a).

The Office of Environmental Health Hazard Assessment (OEHHA) updated the guidelines for estimating cancer risks on March 6, 2015. The new method utilizes higher estimates of cancer potency during early life exposures, which result in a higher calculation of risk. There are also differences in the assumptions on breathing rates and length of residential exposures. When combined together, SCAQMD estimates that risks for a given inhalation exposure level will be about 2.7 times higher using the proposed updated methods identified in MATES IV (e.g., 2.7 times higher than 418 in one million overall excess cancer risk) (SCAQMD 2015a).

Air Quality Management Planning

SCAQMD is the agency responsible for preparing the air quality management plan (AQMP) for the SoCAB in coordination with the Southern California Association of Governments (SCAG). Since 1979, a number of AQMPs have been prepared.

2012 AQMP

On December 7, 2012 SCAQMD adopted the 2012 AQMP (Plan), which employs the most up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources, and area sources. The Plan also addresses several state and federal planning requirements, incorporating new scientific information, primarily in the form of updated emissions inventories, ambient measurements, and new meteorological air quality models. The Plan builds upon the approach identified in the 2007 AQMP for attainment of federal PM and ozone standards, and highlights the significant amount of reductions needed and the urgent need to engage in interagency coordinated planning to identify additional strategies, especially in the area of mobile sources, to meet all federal criteria air pollutant standards within the timeframes allowed under the Federal CAA. The Plan demonstrates attainment of federal 24-hour $PM_{2.5}$ standard by 2014 and the federal 8-hour ozone standard by 2023. Preliminary ambient air quality data suggests that meeting the 2016 federal 24-hour $PM_{2.5}$ standards by the end of 2014 is not likely, largely due to the usually extreme drought conditions in the SoCAB (SCAQMD 2015c). The Plan includes an update to the revised EPA 8-hour ozone control plan with new commitments for short-term NO_X and VOC reductions. In addition, it also identifies emerging issues of ultrafine ($PM_{1.0}$) particulate matter and near-roadway exposure, and an analysis of energy supply and demand.

2016 Draft AQMP

The SCAQMD is in the process of updating the AQMP. The draft 2016 AQMP is anticipated to be available in fall 2015. The 2016 AQMP will address strategies and measures to attain the 2008 federal 8-hour ozone standard by 2032 and the 2012 federal annual $PM_{2.5}$ standard by 2021. The 2016 AQMP will also take an initial look at the 2015 federal 8-hour ozone standard. It will also update previous attainment plans for ozone and $PM_{2.5}$ that have not yet been met (SCAQMD 2015d).

LEAD STATE IMPLEMENTATION PLAN

In 2008 EPA designated the Los Angeles County portion of the SoCAB nonattainment under the federal lead (Pb) classification due to the addition of source-specific monitoring under the new federal regulation. This designation was based on two source-specific monitors in Vernon and the City of Industry exceeding the new standard. The rest of the SoCAB, outside the Los Angeles County nonattainment area remains in attainment of the new standard. On May 24, 2012, CARB approved the SIP revision for the federal lead standard, which the EPA revised in 2008. Lead concentrations in this nonattainment area have been below the level of the federal standard since December 2011. The SIP revision was submitted to EPA for approval.

AREA DESIGNATIONS

The AQMP provides the framework for air quality basins to achieve attainment of the state and federal ambient air quality standards through the State Implementation Plan (SIP). Areas are classified as attainment or nonattainment areas for particular pollutants, depending on whether they meet ambient air quality standards. Severity classifications for ozone nonattainment range in magnitude from marginal, moderate, and serious to severe and extreme.

- **Unclassified:** a pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
- **Attainment:** a pollutant is in attainment if the CAAQS for that pollutant was not violated at any site in the area during a three-year period.
- **Nonattainment:** a pollutant is in nonattainment if there was at least one violation of a state AAQS for that pollutant in the area.
- **Nonattainment/Transitional:** a subcategory of the nonattainment designation. An area is designated nonattainment/transitional to signify that the area is close to attaining the AAQS for that pollutant.

The attainment status for the SoCAB is shown in Table 2, *Attainment Status of Criteria Pollutants in the South Coast Air Basin*. The SoCAB is designated in attainment of the California AAQS for sulfates. The SoCAB is designated as nonattainment for lead (Los Angeles County only) under the National AAQS. Transportation conformity for nonattainment and maintenance areas is required under the Federal CAA to ensure federally supported highway and transit projects conform to the SIP. The U.S. EPA approved California's SIP revisions for attainment of the 1997 8-hour O_3 National AAQS for the SoCAB in March 2012. Findings for the new 8-hour O_3 emissions budgets for the SoCAB and consistency with the recently adopted 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) were submitted to the U.S. EPA for approval.

Table 2 Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
Ozone – 1-hour	Extreme Nonattainment	No Federal Standard
Ozone – 8-hour	Extreme Nonattainment	Extreme Nonattainment
PM_{10}	Serious Nonattainment	Attainment/Maintenance
$PM_{2.5}$	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO_2	Attainment	Attainment/Maintenance
SO_2	Attainment	Attainment
Lead	Attainment	Nonattainment (Los Angeles County only)[1]
All others	Attainment/Unclassified	Attainment/Unclassified

Source: CARB 2014a.

[1] In 2010, the Los Angeles portion of the SoCAB was designated nonattainment for lead under the new federal and existing state AAQS as a result of large industrial emitters. Remaining areas within the SoCAB are unclassified.

Existing Ambient Air Quality

Existing levels of ambient air quality and historical trends and projections in the vicinity of the project site are best documented by measurements taken by the SCAQMD. The project site is located within Source Receptor Area (SRA) 11 – South San Gabriel Valley. The air quality monitoring station closest to the project site is the Pomona Monitoring Station. This station monitors O_3, CO, and NO_2. Data for PM_{10} and $PM_{2.5}$ is supplemented by the Azusa Monitoring Station and data for SO_2 is supplemented by the Fontana – Arrow Highway Monitoring Station. The most current five years of data monitored at these monitoring stations are included in Table 3, *Ambient Air Quality Monitoring Summary*. The data show recurring violations of both the state and federal O_3 standards. The data also indicate that the area regularly exceeds the state PM_{10} standards and federal $PM_{2.5}$ standard. The CO, SO_2, and NO_2 standard have not been violated in the last five years.

Table 3 Ambient Air Quality Monitoring Summary

Pollutant/Standard	Number of Days Threshold Were Exceeded and Maximum Levels during Such Violations				
	2010	2011	2012	2013	2014
Ozone (O_3)[1]					
State 1-Hour ≥ 0.09 ppm (days exceed threshold)	9	15	21	12	22
State 8-hour ≥ 0.07 ppm (days exceed threshold)	12	24	30	22	56
Federal 8-Hour > 0.075 ppm (days exceed threshold)	4	16	15	15	33
Max. 1-Hour Conc. (ppm)	0.115	0.119	0.117	0.125	0.123
Max. 8-Hour Conc. (ppm)	0.082	0.096	0.093	0.100	0.100
Carbon Monoxide (CO)[1]					
State 8-Hour > 9.0 ppm (days exceed threshold)	0	0	0	*	*
Federal 8-Hour ≥ 9.0 ppm (days exceed threshold)	0	0	0	*	*
Max. 8-Hour Conc. (ppm)	1.80	1.72	1.47	*	*
Nitrogen Dioxide (NO_2)[1]					
State 1-Hour ≥ 0.18 ppm (days exceed threshold)	0	0	0	0	0
Federal 1-Hour ≥ 0.100 ppm (days exceed threshold)	0	0	0	0	0
Max. 1-Hour Conc. (ppb)	97	87	81	78	88
Sulfur Dioxide (SO_2)[3]					
State 24-Hour ≥ 0.04 ppm (days exceed threshold)	0	0	0	0	*
Federal 24-Hour ≥ 0.14 ppm (days exceed threshold)	0	0	0	0	*
Max 24-Hour Conc. (ppm)	0.002	0.003	0.004	0.001	*
Coarse Particulates (PM_{10})[2]					
State 24-Hour > 50 µg/m^3 (days exceed threshold)	5	8	6	6	21
Federal 24-Hour > 150 µg/m^3 (days exceed threshold)	0	0	0	0	0
Max. 24-Hour Conc. (µg/m^3)	68.0	63.0	77.0	74.0	94.0
Fine Particulates ($PM_{2.5}$)[2]					
Federal 24-Hour > 35 µg/m^3 (days exceed threshold)	1	2	1	0	0
Max. 24-Hour Conc. (µg/m^3)	44.4	94.6	39.6	29.6	32.4

Source: CARB 2015b.
ppm: parts per million; parts per billion, µg/m^3: micrograms per cubic meter
Notes: * Data not available.
[1] Data obtained from the Pomona Monitoring Station.
[2] Data obtained from the Azusa Monitoring Station.
[3] Data obtained from the Fontana - Arrow Highway Monitoring Station.

Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Sensitive population groups include children, the elderly, the acutely ill, and the chronically ill, especially those with cardio-respiratory diseases.

Residential areas are also considered to be sensitive receptors to air pollution because residents (including children and the elderly) tend to be at home for extended periods of time, resulting in sustained exposure to any pollutants present. Schools are also considered sensitive receptors, as children are present for extended durations and engage in regular outdoor activities. Recreational land uses are considered moderately sensitive to air pollution. Although exposure periods are generally short, exercise places a high demand on respiratory

functions, which can be impaired by air pollution. In addition, noticeable air pollution can detract from the enjoyment of recreation. Industrial and commercial areas are considered the least sensitive to air pollution. Exposure periods are relatively short and intermittent, as the majority of the workers tend to stay indoors most of the time. In addition, the working population is generally the healthiest segment of the public.

Methodology

Projected construction-related air pollutant emissions are calculated using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2, distributed by the California Air Pollutant Control Officers Association (CAPCOA). CalEEMod compiles an emissions inventory of construction(fugitive dust, off-gas emissions, onroad emissions, and offroad emissions), area sources, indirect emissions from energy use, mobile sources, indirect emissions from waste disposal (annual only), and indirect emissions from water/wastewater (annual only) use. The calculated emissions of the project are compared to thresholds of significance for individual projects using the SCAQMD's CEQA Air Quality Analysis Guidance Handbook.

Thresholds of Significance

The analysis of the proposed project's air quality impacts follows the guidance and methodologies recommended in SCAQMD's *CEQA Air Quality Handbook* and the significance thresholds on SCAQMD's website.[6] CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess impacts of a project on air quality. SCAQMD has established thresholds of significance for regional air quality emissions for construction activities and project operation. In addition to the daily thresholds listed above, projects are also subject to the AAQS. These are addressed though an analysis of localized CO impacts and localized significance thresholds (LSTs).

REGIONAL SIGNIFICANCE THRESHOLDS

SCAQMD has adopted regional construction and operational emissions thresholds to determine a project's cumulative impact on air quality in the SoCAB. Table 4, *SCAQMD Significance Thresholds*, lists SCAQMD's regional significance thresholds.

[6] SCAQMD's Air Quality Significance Thresholds are current as of March 2011 and can be found here: http://www.aqmd.gov/ceqa/hdbk.html.

Table 4 SCAQMD Significance Thresholds

Air Pollutant	Construction Phase	Operational Phase
Reactive Organic Gases (ROGs)/ Volatile Organic Compounds (VOCs)	75 lbs/day	55 lbs/day
Nitrogen Oxides (NO_X)	100 lbs/day	55 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day
Sulfur Oxides (SO_X)	150 lbs/day	150 lbs/day
Particulates (PM_{10})	150 lbs/day	150 lbs/day
Particulates ($PM_{2.5}$)	55 lbs/day	55 lbs/day

Source: SCAQMD 2015b.

CO HOTSPOTS

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 ppm or the eight-hour standard of 9 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. Typically, for an intersection to exhibit a significant CO concentration, it would operate at level of service (LOS) E or worse without improvements (Caltrans 1997). However, at the time of the 1993 Handbook, the SoCAB was designated nonattainment under the California AAQS and National AAQS for CO. With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations in the SoCAB and in the state have steadily declined. In 2007, the SoCAB was designated in attainment for CO under both the California AAQS and National AAQS. The CO hot spot analysis conducted for the attainment by SCAQMD for busiest intersections in Los Angeles during the peak morning and afternoon periods plan did not predict a violation of CO standards. [7] As identified in SCAQMD's 2003 AQMP and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan), peak carbon monoxide concentrations in the SoCAB in previous years, prior to redesignation, were a result of unusual meteorological and topographical conditions and not a result of congestion at a particular intersection. 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 air does not mix—in order to generate a significant CO impact (BAAQMD 2011).

LOCALIZED SIGNIFICANCE THRESHOLDS

SCAQMD developed LSTs for emissions of NO_2, CO, PM_{10}, and $PM_{2.5}$ generated at the project site (offsite mobile-source emissions are not included in the LST analysis). LSTs represent the maximum emissions at a project site that are not expected to cause or contribute to an exceedance of the most stringent federal or state AAQS and are shown in Table 5, *SCAQMD Localized Significance Thresholds*.

[7] The four intersections were: Long Beach Boulevard and Imperial Highway; Wilshire Boulevard and Veteran Avenue; Sunset Boulevard and Highland Avenue; and La Cienega Boulevard and Century Boulevard. The busiest intersection evaluated (Wilshire and Veteran) had a daily traffic volume of approximately 100,000 vehicles per day with LOS E in the morning peak hour and LOS F in the evening peak hour.

Table 5 SCAQMD Localized Significance Thresholds

Air Pollutant (Relevant AAQS)	Concentration
1-Hour CO Standard (CAAQS)	20 ppm
8-Hour CO Standard (CAAQS)	9.0 ppm
1-Hour NO_2 Standard (CAAQS)	0.18 ppm
Annual NO_2 Standard (CAAQS)	0.03 ppm
24-Hour PM_{10} Standard – Construction (SCAQMD)[1]	10.4 µg/m^3
24-Hour $PM_{2.5}$ Standard – Construction (SCAQMD)[1]	10.4 µg/m^3
24-Hour PM_{10} Standard – Operation (SCAQMD)[1]	2.5 µg/m^3
24-Hour $PM_{2.5}$ Standard – Operation (SCAQMD)[1]	2.5 µg/m^3

Source: SCAQMD 2015b.
ppm – parts per million; µg/m^3 – micrograms per cubic meter
[1] Threshold is based on SCAQMD Rule 403. Since the SoCAB is in nonattainment for PM_{10} and $PM_{2.5}$, the threshold is established as an allowable change in concentration. Therefore, background concentration is irrelevant.

To assist lead agencies, SCAQMD developed screening-level LSTs to back-calculate the mass amount (lbs. per day) of emissions generated onsite that would trigger the levels shown in Table 5 for projects under 5-acres. These "screening-level" LSTs tables are the localized significance thresholds for all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required to compare concentrations of air pollutants generated by the project to the localized concentrations shown in Table 5.

LST analysis for construction is applicable to all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required. In accordance with SCAQMD's LST methodology, construction LSTs are based on the acreage disturbed per day based on equipment use. The construction LSTs for the project site in SRA 11 are shown in Table 6, *SCAQMD Screening-Level Construction Localized Significance Thresholds*.

Table 6 SCAQMD Construction Localized Significance Thresholds

	Threshold (lbs/day)[1]			
Acreage Disturbed	Nitrogen Oxides (NO_X)	Carbon Monoxide (CO)	Coarse Particulates (PM_{10})	Fine Particulates ($PM_{2.5}$)
≤1.00 Acre Disturbed Per Day	83	673	165.24	91.29
1.44 Acres Disturbed Per Day	100	830	169.24	94.03

Source: SCAQMD 2008, Based on receptors in SRA 11.
[1] NO_x and CO LSTs are based on non-residential receptors within 82 feet (25 meters). PM_{10} and $PM_{2.5}$ LSTs are based on residential receptors within 1,770 feet (529 meters).

Because the project is not an industrial project that has the potential to emit substantial sources of stationary emissions, operational LSTs are not an air quality impact of concern associated with the project. The operational LSTs in SRA 11 are shown in Table 7, *SCAQMD Screening-Level Operational Localized Significance Thresholds*.

Table 7 SCAQMD Screening-Level Operational Localized Significance Thresholds

Air Pollutant	Threshold (lbs/day) Operational[1]
Nitrogen Oxides (NO_X)	83
Carbon Monoxide (CO)	673
Coarse Particulates (PM_{10})	39.90
Fine Particulates ($PM_{2.5}$)	21.97

Source: SCAQMD 2008, Based on receptors in SRA 11 of a 0.85-acre site.
[1] NO_x and CO LSTs are based on non-residential receptors within 82 feet (25 meters). PM_{10} and $PM_{2.5}$ LSTs are based on residential receptors within 1,770 feet (529 meters).

HEALTH RISK THRESHOLDS

A project would expose sensitive receptors to elevated pollutant concentrations if it would place the project in an area with pollutant concentrations above ambient concentrations in the SoCAB. Recent air pollution studies have shown an association between proximity to major air pollution sources and a variety of health effects, which are attributed to a high concentration of air pollutants. Guidance from the CARB and the CAPCOA recommends the evaluation of vehicle-generated emissions when freeways are within 500 feet of sensitive land uses (i.e., residences, schools, daycare centers, and hospitals).

Whenever a project would require use of chemical compounds that have been identified in SCAQMD Rule 1401, placed on CARB's air toxics list pursuant to AB 1807, or placed on the EPA's National Emissions Standards for Hazardous Air Pollutants, a health risk assessment is required by the SCAQMD. Table 8, *SCAQMD Toxic Air Contaminants Incremental Risk Thresholds*, lists the SCAQMD's TAC incremental risk thresholds for operation of a project. Residential, commercial, and office uses do not use substantial quantities of TACs, and these thresholds are typically applied for new industrial projects. Although not officially adopted by SCAQMD, these thresholds are also commonly used to determine air quality land use compatibility of a project with major sources of TACs within 1,000 feet of a proposed project. The proposed project is not considered a sensitive land use and is not a substantial generator of TACs that would require permitting by SCAQMD.

Table 8 SCAQMD Toxic Air Contaminants Incremental Risk Thresholds

Maximum Incremental Cancer Risk	≥ 10 in 1 million
Hazard Index (project increment)	≥ 1.0
Cancer Burden in areas ≥ 1 in 1 million	> 0.5 excess cancer cases

Source: SCAQMD 2015b.

GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as GHG, to the atmosphere. Climate change is the variation of Earth's climate over time, whether due to natural variability or as a result of human activities. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHG—water vapor,[8] carbon (CO_2), methane (CH_4), and ozone (O_3)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N_2O), sulfur hexafluoride (SF_6), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons (IPCC 2001).[9] The major GHG are briefly described below.

- **Carbon dioxide (CO_2)** enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and respiration, and also as a result of other chemical reactions (e.g. manufacture of cement). Carbon dioxide is removed from the atmosphere (sequestered) when it is absorbed by plants as part of the biological carbon cycle.

- **Methane (CH_4)** is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and from the decay of organic waste in municipal landfills and water treatment facilities.

- **Nitrous oxide (N_2O)** is emitted during agricultural and industrial activities as well as during combustion of fossil fuels and solid waste.

- **Fluorinated gases** are synthetic, strong GHGs that are emitted from a variety of industrial processes. Fluorinated gases are sometimes used as substitutes for ozone-depleting substances. These gases are typically emitted in smaller quantities, but because they are potent GHGs, they are sometimes referred to as high global-warming-potential (GWP) gases.

    - ***Chlorofluorocarbons (CFCs***) are GHGs covered under the 1987 Montreal Protocol and used for refrigeration, air conditioning, packaging, insulation, solvents, or aerosol propellants. Since they are not destroyed in the lower atmosphere (troposphere, stratosphere), CFCs drift into the upper atmosphere where, given suitable conditions, they break down ozone. These gases are also ozone-

[8] Water vapor (H_2O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop o rather than a primary cause of change.

[9] Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of particulate matter (PM) emitted from burning fuels such as coal, diesel, and biomass. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2014b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

depleting gases and are therefore being replaced by other compounds that are GHGs covered under the Kyoto Protocol.

- ***Perfluorocarbons (PFCs)*** are a group of human-made chemicals composed of carbon and fluorine only. These chemicals (predominantly perfluoromethane [CF_4] and perfluoroethane [C_2F_6]) were introduced as alternatives, along with HFCs, to the ozone-depleting substances. In addition, PFCs are emitted as by-products of industrial processes and are used in manufacturing. PFCs do not harm the stratospheric ozone layer, but they have a high global warming potential.

- ***Sulfur Hexafluoride (SF6)*** is a colorless gas soluble in alcohol and ether, slightly soluble in water. SF_6 is a strong GHG used primarily in electrical transmission and distribution systems as an insulator.

- ***Hydrochlorofluorocarbons (HCFCs)*** contain hydrogen, fluorine, chlorine, and carbon atoms. Although ozone-depleting substances, they are less potent at destroying stratospheric ozone than CFCs. They have been introduced as temporary replacements for CFCs and are also GHGs.

- ***Hydrofluorocarbons (HFCs)*** contain only hydrogen, fluorine, and carbon atoms. They were introduced as alternatives to ozone-depleting substances to serve many industrial, commercial, and personal needs. HFCs are emitted as by-products of industrial processes and are also used in manufacturing. They do not significantly deplete the stratospheric ozone layer, but they are strong GHGs (IPCC 2001; EPA 2015b).

GHGs are dependent on the lifetime or persistence of the gas molecule in the atmosphere. Some GHGs have stronger greenhouse effects than others. These are referred to as high GWP gases. The GWP of GHG emissions are shown in Table 9, *GHG Emissions and Their Relative Global Warming Potential Compared to CO_2*. The GWP is used to convert GHGs to CO_2-equivalence (CO_2e) to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. For example, under IPCC's Second Assessment Report GWP values for CH_4, a project that generates 10 metric tons (MT) of CH_4 would be equivalent to 210 MT of CO_2.[10]

Table 9 GHG Emissions and Their Relative Global Warming Potential Compared to CO_2

GHGs	Second Assessment Report Atmospheric Lifetime (Years)	Fourth Assessment Report Atmospheric Lifetime (Years)	Second Assessment Report Global Warming Potential Relative to CO_2[1]	Fourth Assessment Report Global Warming Potential Relative to CO_2[1]
Carbon Dioxide (CO_2)	50 to 200	50 to 200	1	1
Methane[2] (CH_4)	12 (±3)	12	21	25
Nitrous Oxide (N_2O)	120	114	310	298
Hydrofluorocarbons:				
HFC-23	264	270	11,700	14,800
HFC-32	5.6	4.9	650	675

[10] CO_2-equivalence is used to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. The global warming potential of a GHG is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere.

Table 9 GHG Emissions and Their Relative Global Warming Potential Compared to CO_2

GHGs	Second Assessment Report Atmospheric Lifetime (Years)	Fourth Assessment Report Atmospheric Lifetime (Years)	Second Assessment Report Global Warming Potential Relative to CO_2[1]	Fourth Assessment Report Global Warming Potential Relative to CO_2[1]
HFC-125	32.6	29	2,800	3,500
HFC-134a	14.6	14	1,300	1,430
HFC-143a	48.3	52	3,800	4,470
HFC-152a	1.5	1.4	140	124
HFC-227ea	36.5	34.2	2,900	3,220
HFC-236fa	209	240	6,300	9,810
HFC-4310mee	17.1	15.9	1,300	1,030
Perfluoromethane: CF_4	50,000	50,000	6,500	7,390
Perfluoroethane: C_2F_6	10,000	10,000	9,200	12,200
Perfluorobutane: C_4F_{10}	2,600	NA	7,000	8,860
Perfluoro-2-methylpentane: C_6F_{14}	3,200	NA	7,400	9,300
Sulfur Hexafluoride (SF_6)	3,200	NA	23,900	22,800

Source: IPCC 1995; IPCC 2007.

Notes: The IPCC has published updated global warming potential (GWP) values in its Fifth Assessment Report (2013) that reflect new information on atmospheric lifetimes of GHGs and an improved calculation of the radiative forcing of CO_2 (radiative forcing is the difference of energy from sunlight received by the earth and radiated back into space). However, GWP values identified in the Second Assessment Report are still used by SCAQMD to maintain consistency in GHG emissions modeling. In addition, the 2008 Scoping Plan was based on the GWP values in the Second Assessment Report.

1 Based on 100-year time horizon of the GWP of the air pollutant relative to CO_2.

2 The methane GWP includes direct effects and indirect effects due to the production of tropospheric ozone and stratospheric water vapor. The indirect effect due to the production of CO_2 is not included.

Regulatory Settings

REGULATION OF GHG EMISSIONS ON A NATIONAL LEVEL

The U.S. Environmental Protection Agency (EPA) announced on December 7, 2009, that GHG emissions threaten the public health and welfare of the American people and that GHG emissions from on-road vehicles contribute to that threat. The EPA's final findings respond to the 2007 U.S. Supreme Court decision that GHG emissions fit within the Clean Air Act definition of air pollutants. The findings do not in and of themselves impose any emission reduction requirements, but allow the EPA to finalize the GHG standards proposed in 2009 for new light-duty vehicles as part of the joint rulemaking with the Department of Transportation (USEPA 2009).

The EPA's endangerment finding covers emissions of six key GHGs—CO_2, CH_4, N_2O, hydro fluorocarbons, per fluorocarbons, and SF_6—that have been the subject of scrutiny and intense analysis for decades by scientists in the United States and around the world (the first three are applicable to the proposed project).

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 metric tons (MT) or more of CO_2 per year are required to submit an annual report.

US Mandatory Report Rule for GHGs (2009)

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 MT or more of CO_2 per year are required to submit an annual report.

Update to Corporate Average Fuel Economy Standards (2010/2012)

The current Corporate Average Fuel Economy (CAFE) standards (for model years 2011 to 2016) incorporate stricter fuel economy requirements promulgated by the federal government and California into one uniform standard. Additionally, automakers are required to cut GHG emissions in new vehicles by roughly 25 percent by 2016 (resulting in a fleet average of 35.5 miles per gallon [mpg] by 2016). Rulemaking to adopt these new standards was completed in 2010. California agreed to allow automakers who show compliance with the national program to also be deemed in compliance with state requirements. The federal government issued new standards in 2012 for model years 2017–2025, which will require a fleet average of 54.5 mpg in 2025.

EPA Regulation of Stationary Sources under the Clean Air Act (Ongoing)

Pursuant to its authority under the CAA, the EPA has been developing regulations for new stationary sources such as power plants, refineries, and other large sources of emissions. Pursuant to the President's 2013 Climate Action Plan, the EPA will be directed to also develop regulations for existing stationary sources.

REGULATION OF GHG EMISSIONS ON A STATE LEVEL

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Executive Order S-3-05, Assembly Bill 32, and Senate Bill 375.

Executive Order S-3-05

Executive Order S-3-05, signed June 1, 2005. Executive Order S-3-05 set the following GHG reduction targets for the State:

- 2000 levels by 2010
- 1990 levels by 2020
- 80 percent below 1990 levels by 2050

Executive Order B-30-15

Executive Order B-30-15, signed April 29, 2015, sets a goal of reducing GHG emissions within the state to 40 percent of 1990 levels by year 2030. Executive Order B-30-15 also directs CARB to update the Scoping Plan to quantify the 2030 GHG reduction goal for the State and requires state agencies to implement measures to meet the interim 2030 goal of Executive Order B-30-15 as well as the long-term goal for 2050 in Executive Order S-3-5. It also requires the Natural Resources Agency to conduct triennial updates the California adaption strategy, Safeguarding California, in order to ensure climate change is accounted for in State planning and investment decisions.

Assembly Bill 32

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Assembly Bill 32 (AB 32), the Global Warming Solutions Act. AB 32 was passed by the California state legislature on August 31, 2006, to place the state on a course toward reducing its contribution of GHG emissions. AB 32 follows the 2020 tier of emissions reduction targets established in Executive Order S-3-05.

CARB 2008 Scoping Plan

The final Scoping Plan was adopted by CARB on December 11, 2008. AB 32 directed CARB to adopt discrete early action measures to reduce GHG emissions and outline additional reduction measures to meet the 2020 target. In order to effectively implement the emissions cap, AB 32 directed CARB to establish a mandatory reporting system to track and monitor GHG emissions levels for large stationary sources that generate more than 25,000 MT of CO_2e per year, prepare a plan demonstrating how the 2020 deadline can be met, and develop appropriate regulations and programs to implement the plan by 2012.

The 2008 Scoping Plan identified that GHG emissions in California are anticipated to be approximately 596 $MMTCO_2e$ in 2020. In December 2007, CARB approved a 2020 emissions limit of 427 $MMTCO_2e$ (471 million tons) for the state. The 2020 target requires a total emissions reduction of 169 $MMTCO_2e$, 28.5 percent from the projected emissions of the business-as-usual (BAU) scenario for the year 2020 (i.e., 28.5 percent of 596 $MMTCO_2e$) (CARB 2008).[11]

Key elements of CARB's GHG reduction plan that may be applicable to the project include:

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards (adopted and cycle updates in progress).
- Achieving a mix of 33 percent for energy generation from renewable sources (anticipated by 2020).
- A California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system for large stationary sources (adopted 2011). The cap-and-trade program was expanded in 2013 to include the electricity sector, and then again in 2015 to include fuels (including natural gas and gasoline).
- Establishing targets for transportation-related GHG emissions for regions throughout California, and pursuing policies and incentives to achieve those targets (several Sustainable Communities Strategies have been adopted).

[11] CARB defines BAU in its Scoping Plan as emissions levels that would occur if California continued to grow and add new GHG emissions but did not adopt any measures to reduce emissions. Projections for each emission-generating sector were compiled and used to estimate emissions for 2020 based on 2002–2004 emissions intensities. Under CARB's definition of BAU, new growth is assumed to have the same carbon intensities as was typical from 2002 through 2004.

- Adopting and implementing measures pursuant to state laws and policies, including California's clean car standards (amendments to the Pavley Standards adopted 2009; Advanced Clean Car standard adopted 2012), goods movement measures, and the Low Carbon Fuel Standard (LCFS) (adopted 2009).

- Creating target fees, including a public goods charge on water use, fees on high GWP gases, and a fee to fund the administrative costs of the state's long-term commitment to AB 32 implementation (in progress).

Table 10, *Scoping Plan Greenhouse Gas Reduction Measures and Reductions Toward 2020 Target,* shows the proposed reductions from regulations and programs outlined in the 2008 Scoping Plan. In recognition of the critical role that local governments play in the successful implementation of AB 32, CARB is recommending GHG reduction goals of 15 percent of today's levels by 2020 to ensure that municipal and community-wide emissions match the state's reduction target.[12] Measures that local governments take to support shifts in land use patterns are anticipated to emphasize compact, low-impact growth over development in greenfields, resulting in fewer VMT (CARB 2008).

[12] The Scoping Plan references a goal for local governments to reduce community GHG emissions by 15 percent from current (interpreted as 2008) levels by 2020, but it does not rely on local GHG reduction targets established by local governments to meet the state's GHG reduction target of AB 32.

Table 10 Scoping Plan Greenhouse Gas Reduction Measures and Reductions Toward 2020 Target

Recommended Reduction Measures	Reductions Counted toward 2020 Target of 169 MMT CO_{2e}	Percentage of Statewide 2020 Target
Cap and Trade Program and Associated Measures		
California Light-Duty Vehicle GHG Standards	31.7	19%
Energy Efficiency	26.3	16%
Renewable Portfolio Standard (33 percent by 2020)	21.3	13%
Low Carbon Fuel Standard	15	9%
Regional Transportation-Related GHG Targets[1]	5	3%
Vehicle Efficiency Measures	4.5	3%
Goods Movement	3.7	2%
Million Solar Roofs	2.1	1%
Medium/Heavy Duty Vehicles	1.4	1%
High Speed Rail	1.0	1%
Industrial Measures	0.3	0%
Additional Reduction Necessary to Achieve Cap	34.4	20%
Total Cap and Trade Program Reductions	**146.7**	**87%**
Uncapped Sources/Sectors Measures		
High Global Warming Potential Gas Measures	20.2	12%
Sustainable Forests	5	3%
Industrial Measures (for sources not covered under cap and trade program)	1.1	1%
Recycling and Waste (landfill methane capture)	1	1%
Total Uncapped Sources/Sectors Reductions	**27.3**	**16%**
Total Reductions Counted toward 2020 Target	**174**	**100%**
Other Recommended Measures – Not Counted toward 2020 Target		
State Government Operations	1.0 to 2.0	1%
Local Government Operations[2]	To Be Determined[2]	NA
Green Buildings	26	15%
Recycling and Waste	9	5%
Water Sector Measures	4.8	3%
Methane Capture at Large Dairies	1	1%
Total Other Recommended Measures – Not Counted toward 2020 Target	**42.8**	**NA**

Source: CARB 2008. Note: the percentages in the right-hand column add up to more than 100 percent because the emissions reduction goal is 169 $MMTCO_{2e}$ and the Scoping Plan identifies 174 $MMTCO_{2e}$ of emissions reductions strategies.

$MMTCO_{2e}$: million metric tons of CO_{2e}

1 Reductions represent an estimate of what may be achieved from local land use changes. It is not the SB 375 regional target. A discussion of the regional targets for the Southern California Region and local land use changes recommended within the Southern California Association of Government's (SCAG) Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) are included later in this section.

2 According to the Measure Documentation Supplement to the Scoping Plan, local government actions and targets are anticipated to reduce vehicle miles by approximately 2 percent through land use planning, resulting in a potential GHG reduction of 2 million metric tons of CO_{2e} (or approximately 1.2 percent of the GHG reduction target). However, these reductions were not included in the Scoping Plan reductions to achieve the 2020 target.

2014 (First) Scoping Plan Update

CARB recently completed a five-year update to the 2008 Scoping Plan, as required by AB 32. The final Update to the Scoping Plan was released in May, and CARB adopted it at the May 22, 2014, board hearing. The Update to the Scoping Plan defines CARB's climate change priorities for the next five years and lays the

groundwork to reach post-2020 goals in Executive Orders S-3-05 and B-16-2012. The update includes the latest scientific findings related to climate change and its impacts, including short-lived climate pollutants. The GHG target identified in the 2008 Scoping Plan is based on IPCC's GWPs identified in the Second and Third Assessment Reports (see Table 9). IPCC's Fourth and Fifth Assessment Reports identified more recent GWP values based on the latest available science. CARB recalculated the 1990 GHG emission levels with the updated GWPs in the Fourth Assessment Report, and the 427 $MMTCO_2e$ 1990 emissions level and 2020 GHG emissions limit, established in response to AB 32, is slightly higher, at 431 $MMTCO_2e$ (CARB 2014b).

The update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the original 2008 Scoping Plan. As identified in the Update to the Scoping Plan, California is on track to meeting the goals of AB 32. However, the Update to the Scoping Plan also addresses the state's longer-term GHG goals within a post-2020 element. The post-2020 element provides a high level view of a long-term strategy for meeting the 2050 GHG goals, including a recommendation for the state to adopt a mid-term target. According to the Update to the Scoping Plan, local government reduction targets should chart a reduction trajectory that is consistent with, or exceeds, the trajectory created by statewide goals (CARB 2014b).

According to the Update to the Scoping Plan, reducing emissions to 80 percent below 1990 levels will require a fundamental shift to efficient, clean energy in every sector of the economy. Progressing toward California's 2050 climate targets will require significant acceleration of GHG reduction rates. Emissions from 2020 to 2050 will have to decline several times faster than the rate needed to reach the 2020 emissions limit (CARB 2014a).

Second Scoping Plan Update

The new Executive Order B-30-15 requires CARB to prepare another update to the Scoping Plan to address the 2030 target for the State. It is anticipated the Scoping Plan will be updated within the next five years to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030.

SB 375 – Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS)

In 2008, Senate Bill 375 (SB 375), the Sustainable Communities and Climate Protection Act, was adopted to connect the GHG emissions reductions targets established in the 2008 Scoping Plan for the transportation sector to local land use decisions that affect travel behavior. Its intent is to reduce GHG emissions from light-duty trucks and automobiles (excludes emissions associated with goods movement) by aligning regional long-range transportation plans, investments, and housing allocations to local land use planning to reduce VMT and vehicle trips. Specifically, SB 375 required CARB to establish GHG emissions reduction targets for each of the 18 metropolitan planning organizations (MPOs). Southern California Association of Governments (SCAG) is the MPO for the Southern California region, which includes the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial.

Pursuant to the recommendations of the Regional Transportation Advisory Committee, CARB adopted per capita reduction targets for each of the MPOs rather than a total magnitude reduction target. SCAG's targets are an 8 percent per capita reduction from 2005 GHG emission levels by 2020 and a 13 percent per capita

reduction from 2005 GHG emission levels by 2035 (CARB 2010a). SB 375 requires CARB to periodically update the targets, no later than every 8 years. CARB plans to propose updated targets for consideration in 2016, with the intent to make them effective in 2018. Sustainable communities strategies (SCSs) adopted in 2018 would be subject to the updated targets (CARB 2015c).

The 2020 targets are smaller than the 2035 targets because a significant portion of the built environment in 2020 has been defined by decisions that have already been made. In general, the 2020 scenarios reflect that more time is needed for large land use and transportation infrastructure changes. Most of the reductions in the interim are anticipated to come from improving the efficiency of the region's transportation network. The targets would result in 3 $MMTCO_2e$ of reductions by 2020 and 15 $MMTCO_2e$ of reductions by 2035. Based on these reductions, the passenger vehicle target in CARB's Scoping Plan (for AB 32) would be met (CARB 2010a).

CARB is currently in the process of updating the next round of targets and methodology to comply with the requirement for updates every eight years. Considerations for the next round of targets include whether to change the nature or magnitude of the emissions reduction targets for each of the MPOs, and whether the target-setting methodology should account for advances in technologies that reduce emissions. Such changes in methodology would permit cities to account for emissions reductions from advances in cleaner fuels and vehicles and not only from land use and transportation planning strategies.

SCAG's 2012 RTP/SCS

SB 375 requires the MPOs to prepare a sustainable communities strategy in their regional transportation plan. For the SCAG region, the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) was adopted in April 2012 (SCAG 2012). The SCS outlines a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce GHG emissions from transportation (excluding goods movement). The SCS is meant to provide growth strategies that will achieve the regional GHG emissions reduction targets. However, the SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS; instead, provides incentives to governments and developers for consistency.

SCAG recently released a draft of the 2016-2040 RTP/SCS, which projects that the SCAG region will meet or exceed the passenger vehicle per capita targets set in 2010 by CARB. Pursuant to the draft 2016-2040 RTP/SCS, SCAG anticipates lowering GHG emissions below 2005 levels by 8 percent by 2020, 18 percent by 2035, and 22 percent by 2040. Land use strategies to achieve the region's targets include planning for new growth around High Quality Transit Areas (HQTA), Livable Corridors, and creating Neighborhood Mobility Areas to integrate land use and transportation and plan for more active lifestyles (SCAG 2015).

Assembly Bill 1493

California vehicle GHG emission standards were enacted under AB 1493 (Pavely I). Pavely I is a clean-car standard that reduces GHG emissions from new passenger vehicles (light-duty auto to medium-duty vehicles) from 2009 through 2016 and is anticipated to reduce GHG emissions from new passenger vehicles by 30 percent in 2016. California implements the Pavley I standards through a waiver granted to California by

the EPA. In 2012, the EPA issued a Final Rulemaking that sets even more stringent fuel economy and GHG emissions standards for model year 2017 through 2025 light-duty vehicles (see also the discussion on the update to the CAFE standards under *Federal Laws*, above). In January 2012, CARB approved the Advanced Clean Cars program (formerly known as Pavley II) for model years 2017 through 2025. The program combines the control of smog, soot, and global warming gases and requirements for greater numbers of zero-emission vehicles into a single package of standards. Under California's Advanced Clean Car program, by 2025, new automobiles will emit 34 percent fewer global warming gases and 75 percent fewer smog-forming emissions.

Executive Order S-1-07

On January 18, 2007, the state set a new low carbon fuel standard (LCFS) for transportation fuels sold within the state. Executive Order S-1-07 sets a declining standard for GHG emissions measured in carbon dioxide equivalent gram per unit of fuel energy sold in California. The LCFS requires a reduction of 2.5 percent in the carbon intensity of California's transportation fuels by 2015 and a reduction of at least 10 percent by 2020. The standard applies to refiners, blenders, producers, and importers of transportation fuels, and would use market-based mechanisms to allow these providers to choose how they reduce emissions during the "fuel cycle" using the most economically feasible methods.

Executive Order B-16-2012

On March 23, 2012, the state identified that CARB, the California Energy Commission (CEC), the Public Utilities Commission, and other relevant agencies worked with the Plug-in Electric Vehicle Collaborative and the California Fuel Cell Partnership to establish benchmarks to accommodate zero-emissions vehicles in major metropolitan areas, including infrastructure to support them (e.g., electric vehicle charging stations). The executive order also directs the number of zero-emission vehicles in California's state vehicle fleet to increase through the normal course of fleet replacement so that at least 10 percent of fleet purchases of light-duty vehicles are zero-emission by 2015 and at least 25 percent by 2020. The executive order also establishes a target for the transportation sector of reducing GHG emissions from the transportation sector 80 percent below 1990 levels.

Senate Bills 1078, 107, and 350 and Executive Order S-14-08

A major component of California's Renewable Energy Program is the renewable portfolio standard (RPS) established under Senate Bills 1078 (Sher) and 107 (Simitian). Under the RPS, certain retail sellers of electricity were required to increase the amount of renewable energy each year by at least 1 percent in order to reach at least 20 percent by December 30, 2010. CARB has now approved an even higher goal of 33 percent by 2020. In 2011, the state legislature adopted this higher standard in SBX1-2. Executive Order S-14-08 was signed in November 2008, which expands the state's Renewable Energy Standard to 33 percent renewable power by 2020. Senate Bill 350 (de Leon), signed into law September 2015, establishes tiered increases to the RPS of 40 percent by 2024, 45 percent by 2027, and 50 percent by 2030.[13] Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The increase in

[13] SB 350 also sets a goal of increasing energy efficiency in existing buildings by 50 percent by 2030.

renewable sources for electricity production will decrease indirect GHG emissions from development projects because electricity production from renewable sources is generally considered carbon neutral.

California Building Standards Code – Building and Energy Efficiency Standards

Energy conservation standards for new residential and nonresidential buildings were adopted by the California Energy Resources Conservation and Development Commission in June 1977 and most recently revised in 2013 (Title 24, Part 6, of the California Code of Regulations [CCR]). Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods. On May 31, 2012, the CEC adopted the 2013 Building and Energy Efficiency Standards, which went into effect July 1, 2014. Buildings that are constructed in accordance with the 2013 Building and Energy Efficiency Standards are 25 percent (residential) to 30 percent (nonresidential) more energy efficient than the 2008 standards as a result of better windows, insulation, lighting, ventilation systems, and other features that reduce energy consumption in homes and businesses.

Most recently, the CEC adopted the 2016 Building and Energy Efficiency Standards. The 2016 Standards will continue to improve upon the current 2013 Standards for new construction of, and additions and alterations to, residential and nonresidential buildings. These standards will go into effect on January 1, 2017. Under the 2016 Standards, residential buildings are 28 percent more energy efficient than the 2013 Standards while non-residential buildings are 5 percent more energy efficient than the 2013 Standards (CEC 2015a).

The 2016 standards will not get us to zero net energy (ZNE). However, they do get us very close to the State's goal and make important steps toward changing residential building practices in California. The 2019 standards will take the final step to achieve ZNE for newly constructed residential buildings throughout California (CEC 2015b).

California Green Building Standards Code – CALGreen

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11, Title 24, known as "CALGreen") was adopted as part of the California Building Standards Code (Title 24, CCR). CALGreen established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.[14] The mandatory provisions of the California Green Building Code Standards became effective January 1, 2011 and were updated most recently in 2013.

2006 Appliance Efficiency Regulations

The 2006 Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1608) were adopted by the California Energy Commission on October 11, 2006, and approved by the California Office of Administrative Law on December 14, 2006. The regulations include standards for both federally regulated appliances and non-federally regulated appliances. Though these regulations are now often viewed as

[14] The green building standards became mandatory in the 2010 edition of the code.

"business-as-usual," they exceed the standards imposed by all other states and they reduce GHG emissions by reducing energy demand.

Solid Waste Regulations

California's Integrated Waste Management Act of 1989 (AB 939, Public Resources Code 40050 et seq.) set a requirement for cities and counties throughout the state to divert 50 percent of all solid waste from landfills by January 1, 2000, through source reduction, recycling, and composting. In 2008, the requirements were modified to reflect a per capita requirement rather than tonnage. To help achieve this, the act requires that each city and county prepare and submit a source reduction and recycling element. AB 939 also established the goal for all California counties to provide at least 15 years of ongoing landfill capacity.

AB 341 (Chapter 476, Statutes of 2011) increased the statewide goal for waste diversion to 75 percent by 2020 and requires recycling of waste from commercial and multifamily residential land uses.

The California Solid Waste Reuse and Recycling Access Act (AB 1327, California Public Resources Code Sections 42900 et seq.) requires areas to be set aside for collecting and loading recyclable materials in development projects. The act required the California Integrated Waste Management Board to develop a model ordinance for adoption by any local agency requiring adequate areas for collection and loading of recyclable materials as part of development projects. Local agencies are required to adopt the model or an ordinance of their own.

Section 5.408 of the 2013 California Green Building Standards Code (Title 24, California Code of Regulations, Part 11) also requires that at least 50 percent of the nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse.

Water Efficiency Regulations

The 20x2020 Water Conservation Plan was issued by the Department of Water Resources (DWR) in 2010 pursuant to Senate Bill 7, which was adopted during the 7th Extraordinary Session of 2009–2010 and therefore dubbed "SBX7-7." SBX7-7 mandated urban water conservation and authorized the DWR to prepare a plan implementing urban water conservation requirements (20x2020 Water Conservation Plan). In addition, it required agricultural water providers to prepare agricultural water management plans, measure water deliveries to customers, and implement other efficiency measures. SBX7-7 requires urban water providers to adopt a water conservation target of 20 percent reduction in urban per capita water use by 2020 compared to 2005 baseline use.

The Water Conservation in Landscaping Act of 2006 (AB 1881) requires local agencies to adopt the updated DWR model ordinance or equivalent. AB 1881 also requires the Energy Commission, in consultation with the department, to adopt, by regulation, performance standards and labeling requirements for landscape irrigation equipment, including irrigation controllers, moisture sensors, emission devices, and valves to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy or water.

Thresholds of Significance

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment:

1. The extent to which the project may increase (or reduce) GHG emissions as compared to the existing environmental setting;
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;
3. The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.[15]

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD has convened a GHG CEQA Significance Threshold Working Group (Working Group). Based on the last Working Group meeting (Meeting No. 15) held in September 2010, SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency:

- **Tier 1.** If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.
- **Tier 2.** If the project complies with a GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.

For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, SCAQMD requires an assessment of GHG emissions. SCAQMD is proposing a screening-level threshold of 3,000 $MTCO_2e$ annually for all land use types or the following land-use-specific thresholds: 1,400 $MTCO_2e$ for commercial projects, 3,500 $MTCO_2e$ for residential projects, or 3,000 $MTCO_2e$ for mixed-use projects. This bright-line threshold is based on a review of the Governor's Office of Planning and Research database of CEQA projects. Based on their review of 711 CEQA projects, 90 percent of CEQA projects would exceed the bright-line thresholds identified above. Therefore, projects that do not exceed the bright-line threshold would have a nominal, and therefore, less than cumulatively considerable impact on GHG emissions:

[15] The Governor's Office of Planning and Research recommendations include a requirement that such a plan must be adopted through a public review process and include specific requirements that reduce or mitigate the project's incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

- **Tier 3.** If GHG emissions are less than the screening-level threshold, project-level and cumulative GHG emissions are less than significant.
- **Tier 4.** If emissions exceed the screening threshold, a more detailed review of the project's GHG emissions is warranted.

SCAQMD has identified an efficiency target for projects that exceed the screening threshold of 4.8 $MTCO_2e$ per year per service population ($MTCO_2e$/year/SP) for project-level analyses and 6.6 $MTCO_2e$/year/SP for plan level projects (e.g., program-level projects such as general plans).[16] The per capita efficiency targets are based on the AB 32 GHG reduction target and 2020 GHG emissions inventory prepared for CARB's 2008 Scoping Plan.[17]

For the purpose of this project, SCAQMD's project-level thresholds are used. If projects exceed the bright line and per capita efficiency targets, GHG emissions would be considered potentially significant in the absence of mitigation measures.

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[16] It should be noted that the Working Group also considered efficiency targets for 2035 for the first time in this Working Group meeting.
[17] SCAQMD took the 2020 statewide GHG reduction target for land use only GHG emissions sectors and divided it by the 2020 statewide employment for the land use sectors to derive a per capita GHG efficiency metric that coincides with the GHG reduction targets of AB 32 for year 2020.

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Regional Construction Emissions Worksheet

Site Preparation		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
	Fugitive Dust					0.2267	0.0245
	Off-Road	1.3593	13.635	7.3401	9.35E-03	0.8338	0.7671
	Total	**1.3593**	**13.635**	**7.3401**	**9.35E-03**	**1.0604**	**0.7915**
Offsite							
	Hauling	0	0	0	0	0	0
	Vendor	0.0372	0.3588	0.4951	8.70E-04	0.0288	0.0118
	Worker	0.0232	0.0311	0.3257	6.90E-04	0.052	0.0142
	Total	**0.0604**	**0.3899**	**0.8208**	**1.56E-03**	**0.0809**	**0.026**
TOTAL		***1.4197***	***14.0249***	***8.1609***	***0.0109***	***1.1413***	***0.8175***

Grading		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
	Fugitive Dust					0.3218	0.1769
	Off-Road	1.3122	11.2385	8.7048	0.012	0.8039	0.7674
	Total	**1.3122**	**11.2385**	**8.7048**	**0.012**	**1.1257**	**0.9442**
Offsite							
	Hauling	0	0	0	0	0	0
	Vendor	0.0372	0.3588	0.4951	8.70E-04	0.0288	0.0118
	Worker	0.0463	0.0622	0.6514	1.37E-03	0.1041	0.0285
	Total	**0.0835**	**0.421**	**1.1465**	**2.24E-03**	**0.1329**	**0.0403**
TOTAL		***1.3957***	***11.6595***	***9.8513***	***0.0142***	***1.2586***	***0.9845***

Grading Soil Haul		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
	Fugitive Dust					7.25E-03	1.10E-03
	Off-Road	0	0	0	0	0	0
	Total	**0**	**0**	**0**	**0**	**7.25E-03**	**1.10E-03**
Offsite							
	Hauling	0.3171	4.933	3.9197	0.0127	0.3465	0.1412
	Vendor	0	0	0	0	0	0
	Worker	0	0	0	0	0	0
	Total	**0.3171**	**4.933**	**3.9197**	**0.0127**	**0.3465**	**0.1412**
TOTAL		***0.3171***	***4.9330***	***3.9197***	***0.0127***	***0.3538***	***0.1423***
2016 Grading + Haul		***1.7128***	***16.5925***	***13.7710***	***0.0269***	***1.6124***	***1.1268***

Building Construction		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
Off-Road		1.3816	13.7058	8.2122	0.0113	0.9398	0.8646
Total		**1.3816**	**13.7058**	**8.2122**	**0.0113**	**0.9398**	**0.8646**
Offsite							
Hauling		0	0	0	0	0	0
Vendor		9.29E-03	0.0897	0.1238	2.20E-04	7.21E-03	2.94E-03
Worker		0.0185	0.0249	0.2606	5.50E-04	0.0416	0.0114
Total		**0.0278**	**0.1146**	**0.3843**	**7.70E-04**	**0.0489**	**0.0143**
TOTAL		***1.4094***	***13.8204***	***8.5965***	***0.0121***	***0.9887***	***0.8789***

Paving		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
Off-Road		1.1203	10.6282	7.2935	0.0111	0.6606	0.6113
Paving		0.1616				0	0
Total		**1.2818**	**10.6282**	**7.2935**	**0.0111**	**0.6606**	**0.6113**
Offsite							
Hauling		0	0	0	0	0	0
Vendor		0	0	0	0	0	0
Worker		0.0834	0.1119	1.1725	2.47E-03	0.1874	0.0512
Total		**0.0834**	**0.1119**	**1.1725**	**2.47E-03**	**0.1874**	**0.0512**
TOTAL		***1.3652***	***10.7401***	***8.4660***	***0.0136***	***0.8480***	***0.6625***
2016 BC + P		***2.7746***	***24.5605***	***17.0625***	***0.0256***	***1.8367***	***1.5414***

Architectural Coating		ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite	**2016**						
Archit. Coating		12.3778				0	0
Off-Road		0.3685	2.3722	1.8839	2.97E-03	0.1966	0.1966
Total		**12.7462**	**2.3722**	**1.8839**	**2.97E-03**	**0.1966**	**0.1966**
Offsite							
Hauling		0	0	0	0	0	0
Vendor		0	0	0	0	0	0
Worker		4.63E-03	6.22E-03	0.0651	1.40E-04	0.0104	2.85E-03
Total		**4.63E-03**	**6.22E-03**	**0.0651**	**1.40E-04**	**0.0104**	**2.85E-03**
TOTAL		***12.7508***	***2.3784***	***1.9490***	***0.0031***	***0.2070***	***0.1995***
2016 BC + P + AC		***15.5254***	***26.9389***	***19.0115***	***0.0288***	***2.0437***	***1.7409***

MAX DAILY	**15.53**	**26.94**	**19.01**	**0.03**	**2.04**	**1.74**
Regional Thresholds	**75**	**100**	**550**	**150**	**150**	**55**
Exceeds Thresholds?	No	No	No	No	No	No

Localized Construction Emissions Worksheet

Site Preparation					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
	Fugitive Dust			0.2267	0.0245
	Off-Road	13.635	7.3401	0.8338	0.7671
	Total	**13.635**	**7.3401**	**1.0604**	**0.7915**
LSTs		83	673	165.24	91.29
Exceed Thresholds?		No	No	No	No

Grading					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
	Fugitive Dust			0.3218	0.1769
	Off-Road	11.2385	8.7048	0.8039	0.7674
	Total	**11.2385**	**8.7048**	**1.1257**	**0.9442**

Grading Soil Haul					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
	Fugitive Dust			7.25E-03	1.10E-03
	Off-Road	0	0	0	0
	Total	**0**	**0**	**7.25E-03**	**1.10E-03**
2016 Grading + Haul		***11.2385***	***8.7048***	***1.1330***	***0.9453***
LSTs		83	673	165.24	91.29
Exceed Thresholds?		No	No	No	No

Building Construction					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
	Off-Road	13.7058	8.2122	0.9398	0.8646
	Total	**13.7058**	**8.2122**	**0.9398**	**0.8646**
LSTs		83	673	165.24	91.29
Exceed Thresholds?		No	No	No	No

Paving					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
Off-Road		10.6282	7.2935	0.6606	0.6113
Paving				0	0
Total		**10.6282**	**7.2935**	**0.6606**	**0.6113**
2016 BC + P		***24.3340***	***15.5057***	***1.6004***	***1.4759***
LSTs		100	830	169.24	94.03
Exceed Thresholds?		No	No	No	No

Architectural Coating					
		NOx	CO	PM10 Total	PM2.5 Total
Onsite	**2016**				
Archit. Coating				0	0
Off-Road		2.3722	1.8839	0.1966	0.1966
Total		**2.3722**	**1.8839**	**0.1966**	**0.1966**
2016 BC + P + AC		***26.7062***	***17.3896***	***1.7970***	***1.6725***
LSTs		100	830	169.24	94.03
Exceed Thresholds?		No	No	No	No

Regional Operational Emissions Worksheet

Summer	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	0.174	0.000	0.000	0.000	0.000	0.000
Energy	0.016	0.147	0.123	0.001	0.011	0.011
Mobile	5.225	8.243	37.942	0.064	4.120	1.169
Total	**5.415**	**8.390**	**38.066**	**0.065**	**4.131**	**1.180**

Winter	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	0.174	0.000	0.000	0.000	0.000	0.000
Energy	0.016	0.147	0.123	0.001	0.011	0.011
Mobile	5.614	8.615	41.390	0.062	4.121	1.170
Total	**5.804**	**8.762**	**41.514**	**0.063**	**4.133**	**1.181**

Max Daily	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	0.174	0.000	0.000	0.000	0.000	0.000
Energy	0.016	0.147	0.123	0.001	0.011	0.011
Mobile	5.614	8.615	41.390	0.064	4.121	1.170
Total	**5.804**	**8.762**	**41.514**	**0.065**	**4.133**	**1.181**
Regional Thresholds	**55**	**55**	**550**	**150**	**150**	**550**
Exceeds Thresholds?	No	No	No	No	No	No

GHG Emissions Worksheet

	MTons Total
Total Construction	40

Source	MTons/Year	Percent of Total
Area	0	0%
Energy	62	8%
Mobile	672	91%
Waste	4	1%
Water	2	0%
Amortized Construction Emissions*	1	0%
Total All Sectors	741	100%

CalEEMod Project Characteristics Inputs (Construction)

Name:	Immediately west of 17585 Castleton Street, City of Industry, CA 91748
Project Location:	Los Angeles- South Coast County
Climate Zone:	9
Land Use Setting:	Urban
Operational Year:	2016
Utility Company:	Southern California Edison
Air Basin:	South Coast Air Basin
Air District:	SCAQMD
SRA:	11

General Info

Site Area	0.85	acres
New Fast Food Restaurant	2,492	SQFT
Surface Parking Lot	5,951	SQFT
Non-Parking Asphalt	10,295	SQFT
Hardscape	7,186	SQFT
Landscaping	11,368	SQFT

CalEEMod Land Use Inputs

Land Use	Land Use Type	Land Use Subtype	Unit Amount	Size Metric	Lot Acreage	Square Feet
Fast Food Restaurant	Recreational	Fast Food Restaurant with Drive Thru	2.49	1000sqft	0.06	2,492
Surface Parking Lot	Parking	Parking Lot	0.14	acres	0.14	5,951
Non-Parking Asphalt	Parking	Other Asphalt Surfaces	0.23	acres	0.23	0
Hardscape + Landscaping	Parking	Other Non-Asphalt Surfaces	0.42	acres	0.42	0
					0.85	acre

Grading Soil Haul

Total Import Volume (CY)	Haul Truck Capacity (CY)	Haul Distance (miles)	Total Trip Ends	Total Days	Trip Ends/Day
300	18	20	34	2	17

Architectural Coating

Percentage of Buildings' Exterior Painted:	100%	percent
Percentage of Buildings' Interior Painted:	100%	percent
SCAQMD Rule 1113		
Exterior Paint VOC content:	100	grams per liter
Interior Paing VOC content:	100	grams per liter

Non-Residential Structures	Land Use Square Feet	CalEEMod Paintable Surface Area Multiplier	Total Paintable Surface Area[2]	Paintable Interior Area[1]	Paintable Exterior Area[1]
Fast Food Restaurant	2,492	2	4,984	3,738	1,246
Surface Parking Lot	5,951	0.06	357		357
		subtotal:	5,341	3,738	1,603

[1] CalEEMod methodology calculates the paintable interior and exterior areas by multiplying the total paintable surface area by 75 and 25 percent, respectively. Architectural coatings for the parking lot is based on CalEEMod methodology applied to a surface parking lot (i.e., striping), in which 6% of surface area is painted.

[2] Applied CalEEMod Methodology in calculating total

Construction - Unmitigated Run

SCAQMD Rule 403

Replace Ground Cover	PM10:	5	% Reduction
	PM25:	5	% Reduction
Water Exposed Area	Frequency:	2	per day
	PM10:	55	% Reduction
	PM25:	55	% Reduction
Unpaved Roads	Vehicle Speed:	15	mph

SCAQMD Rule 1186

Clean Paved Road	9	% PM Reduction

CalEEMod Construction Phase Inputs

5-Day Work Week/8 hours per day

CalEEMod Default Schedule

Phase Name	Phase Type	Start Date	End Date	CalEEMod Total Days	Total Days
Demolition	Demolition	1/1/2017	1/13/2017	10	12
Site Preparation	Site Preparation	1/14/2017	1/16/2017	1	2
Grading	Grading	1/17/2017	1/18/2017	2	1
Building Construction	Building Construction	1/19/2017	6/7/2017	100	139
Paving	Paving	6/8/2017	6/14/2017	5	6
Architectural Coating	Architectural Coating	6/15/2017	6/21/2017	5	6
				Duration:	171

Normalized for 3 Months Construction Schedule*

				Duration:	91
Phase Name	**Phase Type**	**Start Date**	**End Date**	**CalEEMod Total Days**	**Total Days**
Site Preparation	Site Preparation	1/15/2016	1/16/2016	1	1
Grading	Grading	1/17/2016	1/19/2016	2	1
Grading Soil Haul	Grading	1/17/2016	1/19/2016	2	2
Building Construction	Building Construction	1/20/2016	4/11/2016	59	74
Paving	Paving	4/4/2016	4/11/2016	6	3
Architectural Coating	Architectural Coating	4/8/2016	4/11/2016	2	3

*Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

CalEEMod Construction Off-Road Equipment Inputs**

Equipment Type	CalEEMod Equipment Type	Unit Amount	Hours/Day	HP	LF	CalEEMod Vendor Trips
Site Preparation						
Graders	Graders	1	8	174	0.41	
Tractors/Loaders/Backhoes	Tractors/Loaders/Backhoes	1	8	97	0.37	
Water Truck*						4
Grading						
Concrete/Industrial Saws	Concrete/Industrial Saws	1	8	81	0.73	
Rubber Tired Dozers	Rubber Tired Dozers	1	1	255	0.4	
Tractors/Loaders/Backhoes	Tractors/Loaders/Backhoes	1	6	97	0.37	
Water Truck*						4
Building Construction						
Cranes	Cranes	1	4	226	0.29	
Forklifts	Forklifts	2	6	89	0.2	
Tractors/Loaders/Backhoes	Tractors/Loaders/Backhoes	2	8	97	0.37	
Paving						
Cement and Mortar Mixers	Cement and Mortar Mixers	4	6	9	0.56	
Pavers	Pavers	1	7	125	0.42	
Rollers	Rollers	1	7	80	0.38	
Tractors/Loaders/Backhoes	Tractors/Loaders/Backhoes	1	7	97	0.37	
Architectural Coating						
Air Compressors	Air Compressors	1	6	78	0.48	

*Emissions accounted for in the vendor trips assigned.
**CalEEMod Default

CalEEMod Project Characteristics Inputs (Operation)

Name:	Immediately west of 17585 Castleton Street, City of Industry, CA 91748
Project Location:	Los Angeles- South Coast County
Climate Zone:	9
Land Use Setting:	Urban
Operational Year:	2017
Utility Company:	Southern California Edison
Air Basin:	South Coast Air Basin
Air District:	SCAQMD
SRA:	11

Trip Generation:

Trip Generation	1,236	Average Daily Trips (ADT)
Weekday Trip Rate*	496.12	trips/1000sqft
Saturday Trip Rate*	722.03	trips/1000sqft
Sunday Trip Rate*	542.72	trips/1000sqft

**ITE Trip Generation Manual, 9th Edition.*

Water and Wastewater

Septic Tank	0%	
Aerobic	100%	
Facultative Lagoons	0%	
Water Use*	1,400	GPD
	511,000	GPY
Wastewater Generation*	1,120	GPD
	408,800	GPY
Indoor Water Use:	**408,800**	GPY
Outdoor Water Use:	**102,200**	GPY

**City of Los Angeles 2006. Consistent with the Tommy's Hamburgers Initial Study.*

Solid Waste

Restaurant Solid Waste Generation*	0.018	pound/sqft/day
	16,372	pounds/year
	8.19	TPY

**CalRecycle 2009. Consistent with the Tommy's Hamburgers Initial Study.*

Modeling Adjustments for Operational Architectural Coating

Non-Residential Architectural Coating

SCAQMD Rule 1113

Anticipated Exterior Area:	1,603	SQFT
Default Exterior Exterior Area:	1,335	SQFT
Difference:	120%	
Exterior VOC:	100	grams per liter
Adjusted Exterior VOC:*	**120**	grams per liter
Anticipated Interior VOC:	100	grams per liter
Default Interior VOC:	250	grams per liter
Difference:	40%	
Interior Area:	4,006	SQFT
Adjusted Interior Area:	**1,602**	SQFT

**Adjustment made due to modeling software limitation.*

Water Mitigation

Install Low Flow Bathroom Faucet	32	% Reduction in flow
Install Low Flow Kitchen Faucet	18	% Reduction in flow
Install Low Flow Toilet	20	% Reduction in flow
Install Low Flow Shower	20	% Reduction in flow
Use Water Efficiency Irrigation System	6.1	% Reduction in flow

Energy Mitigation

2013 Building and Energy Efficiency Standards

Buildings constructed after January 1, 2014 are required to meet the 2013 Building and Energy Efficiency Standards. The 2013 Standards are 30% more energy efficient for non-residential buildings and 25% more energy efficient for residential buildings than the 2008 Building and Energy Efficiency Standards.

Exceed Title 24	30%	Improvement

Sources:

[1] California Energy Commission. 2015a. 2016 Building Energy Efficiency Standards, Adoption Hearing Presentation. http://www.energy.ca.gov/title24/2016standards/rulemaking/documents/ June 10.

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.23	Acre	0.23	0.00	0
Other Non-Asphalt Surfaces	0.42	Acre	0.42	0.00	0
Parking Lot	0.14	Acre	0.14	5,951.00	0
Fast Food Restaurant with Drive Thru	2.49	1000sqft	0.06	2,492.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2016
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Placeholder only.

Trips and VMT - 18CY haul trucks.

Grading -

Architectural Coating - SCAQMD Rule 1113

Vechicle Emission Factors -

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - Adjustment made due to modeling software limitation.

Water And Wastewater - 100% Aerobic.

Solid Waste - CalRecycle 2009. Consistent with the Tommy's Hamburgers Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & Rule 1186

Energy Mitigation -

Water Mitigation -

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	1,335.00	1,603.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	4,006.00	3,738.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	120
tblAreaCoating	Area_Nonresidential_Interior	4006	1602
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	120	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	5.00	2.00
tblConstructionPhase	NumDays	100.00	59.00
tblConstructionPhase	NumDays	5.00	6.00
tblConstructionPhase	PhaseEndDate	4/13/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/21/2016	1/19/2016
tblConstructionPhase	PhaseEndDate	4/19/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/15/2016	1/16/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/8/2016
tblConstructionPhase	PhaseStartDate	1/20/2016	1/17/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/4/2016
tblGrading	MaterialImported	0.00	300.00
tblLandUse	LandUseSquareFeet	10,018.80	0.00
tblLandUse	LandUseSquareFeet	18,295.20	0.00
tblLandUse	LandUseSquareFeet	6,098.40	5,951.00
tblLandUse	LandUseSquareFeet	2,490.00	2,492.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

tblProjectCharacteristics	OperationalYear	2014	2016
tblSolidWaste	SolidWasteGenerationRate	28.68	8.19
tblTripsAndVMT	HaulingTripNumber	38.00	34.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	755,798.94	408,800.00
tblWater	OutdoorWaterUseRate	48,242.49	102,200.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	15.5255	26.9390	19.0116	0.0288	1.2025	1.8008	2.0837	0.5341	1.6761	1.7460	0.0000	2,832.2325	2,832.2325	0.7011	0.0000	2,846.9556
Total	**15.5255**	**26.9390**	**19.0116**	**0.0288**	**1.2025**	**1.8008**	**2.0837**	**0.5341**	**1.6761**	**1.7460**	**0.0000**	**2,832.2325**	**2,832.2325**	**0.7011**	**0.0000**	**2,846.9556**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	15.5255	26.9390	19.0116	0.0288	0.7312	1.8008	2.0436	0.2883	1.6761	1.7410	0.0000	2,832.2325	2,832.2325	0.7011	0.0000	2,846.9556
Total	**15.5255**	**26.9390**	**19.0116**	**0.0288**	**0.7312**	**1.8008**	**2.0436**	**0.2883**	**1.6761**	**1.7410**	**0.0000**	**2,832.2325**	**2,832.2325**	**0.7011**	**0.0000**	**2,846.9556**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**39.19**	**0.00**	**1.92**	**46.03**	**0.00**	**0.29**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Energy	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981
Mobile	5.6135	8.6149	41.3900	0.0616	4.0168	0.1046	4.1213	1.0740	0.0961	1.1701		5,421.8966	5,421.8966	0.2624		5,427.4079
Total	**5.8050**	**8.7709**	**41.5214**	**0.0625**	**4.0168**	**0.1164**	**4.1332**	**1.0740**	**0.1079**	**1.1819**		**5,609.0564**	**5,609.0564**	**0.2660**	**3.4300e-003**	**5,615.7067**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Energy	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
Mobile	5.6135	8.6149	41.3900	0.0616	4.0168	0.1046	4.1213	1.0740	0.0961	1.1701		5,421.8966	5,421.8966	0.2624		5,427.4079
Total	**5.8040**	**8.7618**	**41.5137**	**0.0625**	**4.0168**	**0.1157**	**4.1325**	**1.0740**	**0.1073**	**1.1812**		**5,598.1575**	**5,598.1575**	**0.2658**	**3.2300e-003**	**5,604.7415**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.02**	**0.10**	**0.02**	**0.10**	**0.00**	**0.59**	**0.02**	**0.00**	**0.64**	**0.06**	**0.00**	**0.19**	**0.19**	**0.08**	**5.83**	**0.20**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/15/2016	1/16/2016	5	1	
2	Grading	Grading	1/17/2016	1/19/2016	5	2	
3	Grading Soil Haul	Grading	1/17/2016	1/19/2016	5	2	
4	Building Construction	Building Construction	1/20/2016	4/11/2016	5	59	
5	Paving	Paving	4/4/2016	4/11/2016	5	6	
6	Architectural Coating	Architectural Coating	4/8/2016	4/11/2016	5	2	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 3,738; Non-Residential Outdoor: 1,603 (Architectural Coating –

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Rubber Tired Dozers	1	1.00	255	0.40
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading Soil Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Grading Soil Haul	Rubber Tired Dozers	0	1.00	255	0.40
Grading Soil Haul	Tractors/Loaders/Backhoes	0	6.00	97	0.37
Building Construction	Cranes	1	4.00	226	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading Soil Haul	0	0.00	0.00	34.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	4.00	1.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	1.3593	13.6350	7.3401	9.3500e-003		0.8338	0.8338		0.7671	0.7671		973.0842	973.0842	0.2935		979.2481
Total	**1.3593**	**13.6350**	**7.3401**	**9.3500e-003**	**0.5303**	**0.8338**	**1.3640**	**0.0573**	**0.7671**	**0.8243**		**973.0842**	**973.0842**	**0.2935**		**979.2481**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0250	5.5300e-003	0.0305	7.1000e-003	5.0900e-003	0.0122		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0232	0.0311	0.3257	6.9000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		58.0016	58.0016	3.3500e-003		58.0718
Total	**0.0604**	**0.3899**	**0.8208**	**1.5600e-003**	**0.0808**	**6.0600e-003**	**0.0869**	**0.0219**	**5.5800e-003**	**0.0275**		**145.3584**	**145.3584**	**4.0200e-003**		**145.4426**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2267	0.0000	0.2267	0.0245	0.0000	0.0245			0.0000			0.0000
Off-Road	1.3593	13.6350	7.3401	9.3500e-003		0.8338	0.8338		0.7671	0.7671	0.0000	973.0842	973.0842	0.2935		979.2481
Total	**1.3593**	**13.6350**	**7.3401**	**9.3500e-003**	**0.2267**	**0.8338**	**1.0604**	**0.0245**	**0.7671**	**0.7915**	**0.0000**	**973.0842**	**973.0842**	**0.2935**		**979.2481**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0233	5.5300e-003	0.0288	6.6900e-003	5.0900e-003	0.0118		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0232	0.0311	0.3257	6.9000e-004	0.0515	5.3000e-004	0.0520	0.0138	4.9000e-004	0.0142		58.0016	58.0016	3.3500e-003		58.0718
Total	**0.0604**	**0.3899**	**0.8208**	**1.5600e-003**	**0.0748**	**6.0600e-003**	**0.0809**	**0.0204**	**5.5800e-003**	**0.0260**		**145.3584**	**145.3584**	**4.0200e-003**		**145.4426**

3.3 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	1.3122	11.2385	8.7048	0.0120		0.8039	0.8039		0.7674	0.7674		1,193.6106	1,193.6106	0.2386		1,198.6217
Total	**1.3122**	**11.2385**	**8.7048**	**0.0120**	**0.7528**	**0.8039**	**1.5566**	**0.4138**	**0.7674**	**1.1811**		**1,193.6106**	**1,193.6106**	**0.2386**		**1,198.6217**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0250	5.5300e-003	0.0305	7.1000e-003	5.0900e-003	0.0122		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0463	0.0622	0.6514	1.3700e-003	0.1118	1.0600e-003	0.1128	0.0296	9.7000e-004	0.0306		116.0031	116.0031	6.6900e-003		116.1436
Total	**0.0835**	**0.4210**	**1.1465**	**2.2400e-003**	**0.1367**	**6.5900e-003**	**0.1433**	**0.0367**	**6.0600e-003**	**0.0428**		**203.3600**	**203.3600**	**7.3600e-003**		**203.5144**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.3218	0.0000	0.3218	0.1769	0.0000	0.1769			0.0000			0.0000
Off-Road	1.3122	11.2385	8.7048	0.0120		0.8039	0.8039		0.7674	0.7674	0.0000	1,193.6106	1,193.6106	0.2386		1,198.6217
Total	**1.3122**	**11.2385**	**8.7048**	**0.0120**	**0.3218**	**0.8039**	**1.1257**	**0.1769**	**0.7674**	**0.9442**	**0.0000**	**1,193.6106**	**1,193.6106**	**0.2386**		**1,198.6217**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0233	5.5300e-003	0.0288	6.6900e-003	5.0900e-003	0.0118		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0463	0.0622	0.6514	1.3700e-003	0.1030	1.0600e-003	0.1041	0.0275	9.7000e-004	0.0285		116.0031	116.0031	6.6900e-003		116.1436
Total	**0.0835**	**0.4210**	**1.1465**	**2.2400e-003**	**0.1263**	**6.5900e-003**	**0.1329**	**0.0342**	**6.0600e-003**	**0.0403**		**203.3600**	**203.3600**	**7.3600e-003**		**203.5144**

3.4 Grading Soil Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0170	0.0000	0.0170	2.5700e-003	0.0000	2.5700e-003			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0170**	**0.0000**	**0.0170**	**2.5700e-003**	**0.0000**	**2.5700e-003**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.3171	4.9330	3.9197	0.0127	0.2960	0.0707	0.3668	0.0811	0.0651	0.1461		1,276.5596	1,276.5596	9.5800e-003		1,276.7608
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.3171**	**4.9330**	**3.9197**	**0.0127**	**0.2960**	**0.0707**	**0.3668**	**0.0811**	**0.0651**	**0.1461**		**1,276.5596**	**1,276.5596**	**9.5800e-003**		**1,276.7608**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.2500e-003	0.0000	7.2500e-003	1.1000e-003	0.0000	1.1000e-003			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**7.2500e-003**	**0.0000**	**7.2500e-003**	**1.1000e-003**	**0.0000**	**1.1000e-003**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.3171	4.9330	3.9197	0.0127	0.2758	0.0707	0.3465	0.0761	0.0651	0.1412		1,276.5596	1,276.5596	9.5800e-003		1,276.7608
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.3171**	**4.9330**	**3.9197**	**0.0127**	**0.2758**	**0.0707**	**0.3465**	**0.0761**	**0.0651**	**0.1412**		**1,276.5596**	**1,276.5596**	**9.5800e-003**		**1,276.7608**

3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202
Total	**1.3816**	**13.7058**	**8.2122**	**0.0113**		**0.9398**	**0.9398**		**0.8646**	**0.8646**		**1,178.5549**	**1,178.5549**	**0.3555**		**1,186.0202**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.2900e-003	0.0897	0.1238	2.2000e-004	6.2400e-003	1.3800e-003	7.6200e-003	1.7700e-003	1.2700e-003	3.0500e-003		21.8392	21.8392	1.7000e-004		21.8427
Worker	0.0185	0.0249	0.2606	5.5000e-004	0.0447	4.2000e-004	0.0451	0.0119	3.9000e-004	0.0123		46.4012	46.4012	2.6800e-003		46.4574
Total	**0.0278**	**0.1146**	**0.3843**	**7.7000e-004**	**0.0510**	**1.8000e-003**	**0.0528**	**0.0136**	**1.6600e-003**	**0.0153**		**68.2405**	**68.2405**	**2.8500e-003**		**68.3001**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	**1.3816**	**13.7058**	**8.2122**	**0.0113**		**0.9398**	**0.9398**		**0.8646**	**0.8646**	**0.0000**	**1,178.5549**	**1,178.5549**	**0.3555**		**1,186.0202**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.2900e-003	0.0897	0.1238	2.2000e-004	5.8300e-003	1.3800e-003	7.2100e-003	1.6700e-003	1.2700e-003	2.9400e-003		21.8392	21.8392	1.7000e-004		21.8427
Worker	0.0185	0.0249	0.2606	5.5000e-004	0.0412	4.2000e-004	0.0416	0.0110	3.9000e-004	0.0114		46.4012	46.4012	2.6800e-003		46.4574
Total	**0.0278**	**0.1146**	**0.3843**	**7.7000e-004**	**0.0470**	**1.8000e-003**	**0.0489**	**0.0127**	**1.6600e-003**	**0.0143**		**68.2405**	**68.2405**	**2.8500e-003**		**68.3001**

3.6 Paving - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1203	10.6282	7.2935	0.0111		0.6606	0.6606		0.6113	0.6113		1,083.5832	1,083.5832	0.2969		1,089.8175
Paving	0.1616					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.2818**	**10.6282**	**7.2935**	**0.0111**		**0.6606**	**0.6606**		**0.6113**	**0.6113**		**1,083.5832**	**1,083.5832**	**0.2969**		**1,089.8175**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0834	0.1119	1.1725	2.4700e-003	0.2012	1.9000e-003	0.2031	0.0534	1.7500e-003	0.0551		208.8056	208.8056	0.0120		209.0585
Total	**0.0834**	**0.1119**	**1.1725**	**2.4700e-003**	**0.2012**	**1.9000e-003**	**0.2031**	**0.0534**	**1.7500e-003**	**0.0551**		**208.8056**	**208.8056**	**0.0120**		**209.0585**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1203	10.6282	7.2935	0.0111		0.6606	0.6606		0.6113	0.6113	0.0000	1,083.5832	1,083.5832	0.2969		1,089.8175
Paving	0.1616					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.2818**	**10.6282**	**7.2935**	**0.0111**		**0.6606**	**0.6606**		**0.6113**	**0.6113**	**0.0000**	**1,083.5832**	**1,083.5832**	**0.2969**		**1,089.8175**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0834	0.1119	1.1725	2.4700e-003	0.1855	1.9000e-003	0.1874	0.0495	1.7500e-003	0.0512		208.8056	208.8056	0.0120		209.0585
Total	**0.0834**	**0.1119**	**1.1725**	**2.4700e-003**	**0.1855**	**1.9000e-003**	**0.1874**	**0.0495**	**1.7500e-003**	**0.0512**		**208.8056**	**208.8056**	**0.0120**		**209.0585**

3.7 Architectural Coating - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	12.3778					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449
Total	**12.7462**	**2.3722**	**1.8839**	**2.9700e-003**		**0.1966**	**0.1966**		**0.1966**	**0.1966**		**281.4481**	**281.4481**	**0.0332**		**282.1449**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	4.6300e-003	6.2200e-003	0.0651	1.4000e-004	0.0112	1.1000e-004	0.0113	2.9600e-003	1.0000e-004	3.0600e-003		11.6003	11.6003	6.7000e-004		11.6144
Total	**4.6300e-003**	**6.2200e-003**	**0.0651**	**1.4000e-004**	**0.0112**	**1.1000e-004**	**0.0113**	**2.9600e-003**	**1.0000e-004**	**3.0600e-003**		**11.6003**	**11.6003**	**6.7000e-004**		**11.6144**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	12.3778					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449
Total	**12.7462**	**2.3722**	**1.8839**	**2.9700e-003**		**0.1966**	**0.1966**		**0.1966**	**0.1966**	**0.0000**	**281.4481**	**281.4481**	**0.0332**		**282.1449**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	4.6300e-003	6.2200e-003	0.0651	1.4000e-004	0.0103	1.1000e-004	0.0104	2.7500e-003	1.0000e-004	2.8500e-003		11.6003	11.6003	6.7000e-004		11.6144
Total	**4.6300e-003**	**6.2200e-003**	**0.0651**	**1.4000e-004**	**0.0103**	**1.1000e-004**	**0.0104**	**2.7500e-003**	**1.0000e-004**	**2.8500e-003**		**11.6003**	**11.6003**	**6.7000e-004**		**11.6144**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	5.6135	8.6149	41.3900	0.0616	4.0168	0.1046	4.1213	1.0740	0.0961	1.1701		5,421.8966	5,421.8966	0.2624		5,427.4079
Unmitigated	5.6135	8.6149	41.3900	0.0616	4.0168	0.1046	4.1213	1.0740	0.0961	1.1701		5,421.8966	5,421.8966	0.2624		5,427.4079

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	1,235.34	1,797.85	1351.37	1,402,069	1,402,069
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	1,235.34	1,797.85	1,351.37	1,402,069	1,402,069

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive Thru	16.60	8.40	6.90	2.20	78.80	19.00	29	21	50
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.533598	0.058434	0.178244	0.125508	0.038944	0.006283	0.016425	0.031066	0.002453	0.003157	0.003691	0.000543	0.001655

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
NaturalGas Unmitigated	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	1590.85	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0172**	**0.1560**	**0.1310**	**9.4000e-004**		**0.0119**	**0.0119**		**0.0119**	**0.0119**		**187.1590**	**187.1590**	**3.5900e-003**	**3.4300e-003**	**188.2981**

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	1.49821	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0162**	**0.1469**	**0.1234**	**8.8000e-004**		**0.0112**	**0.0112**		**0.0112**	**0.0112**		**176.2601**	**176.2601**	**3.3800e-003**	**3.2300e-003**	**177.3328**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Unmitigated	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004

Tommy's Hamburgers

Los Angeles-South Coast County, Winter

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	7.1200e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1672					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.0000e-005	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Total	**0.1743**	**0.0000**	**3.4000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**7.2000e-004**	**7.2000e-004**	**0.0000**		**7.6000e-004**

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	7.1200e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1672					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.0000e-005	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Total	**0.1743**	**0.0000**	**3.4000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**7.2000e-004**	**7.2000e-004**	**0.0000**		**7.6000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.23	Acre	0.23	0.00	0
Other Non-Asphalt Surfaces	0.42	Acre	0.42	0.00	0
Parking Lot	0.14	Acre	0.14	5,951.00	0
Fast Food Restaurant with Drive Thru	2.49	1000sqft	0.06	2,492.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2016
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Placeholder only.

Trips and VMT - 18CY haul trucks.

Grading -

Architectural Coating - SCAQMD Rule 1113

Vechicle Emission Factors -

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - Adjustment made due to modeling software limitation.

Water And Wastewater - 100% Aerobic.

Solid Waste - CalRecycle 2009. Consistent with the Tommy's Hamburgers Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & Rule 1186

Energy Mitigation -

Water Mitigation -

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	1,335.00	1,603.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	4,006.00	3,738.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	120
tblAreaCoating	Area_Nonresidential_Interior	4006	1602
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	120	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	5.00	2.00
tblConstructionPhase	NumDays	100.00	59.00
tblConstructionPhase	NumDays	5.00	6.00
tblConstructionPhase	PhaseEndDate	4/13/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/21/2016	1/19/2016
tblConstructionPhase	PhaseEndDate	4/19/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/15/2016	1/16/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/8/2016
tblConstructionPhase	PhaseStartDate	1/20/2016	1/17/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/4/2016
tblGrading	MaterialImported	0.00	300.00
tblLandUse	LandUseSquareFeet	10,018.80	0.00
tblLandUse	LandUseSquareFeet	18,295.20	0.00
tblLandUse	LandUseSquareFeet	6,098.40	5,951.00
tblLandUse	LandUseSquareFeet	2,490.00	2,492.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

tblProjectCharacteristics	OperationalYear	2014	2016
tblSolidWaste	SolidWasteGenerationRate	28.68	8.19
tblTripsAndVMT	HaulingTripNumber	38.00	34.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	755,798.94	408,800.00
tblWater	OutdoorWaterUseRate	48,242.49	102,200.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	15.5205	26.9227	19.0868	0.0290	1.2025	1.8008	2.0835	0.5341	1.6761	1.7460	0.0000	2,848.2831	2,848.2831	0.7011	0.0000	2,863.0060
Total	**15.5205**	**26.9227**	**19.0868**	**0.0290**	**1.2025**	**1.8008**	**2.0835**	**0.5341**	**1.6761**	**1.7460**	**0.0000**	**2,848.2831**	**2,848.2831**	**0.7011**	**0.0000**	**2,863.0060**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	15.5205	26.9227	19.0868	0.0290	0.7312	1.8008	2.0436	0.2883	1.6761	1.7410	0.0000	2,848.2831	2,848.2831	0.7011	0.0000	2,863.0060
Total	**15.5205**	**26.9227**	**19.0868**	**0.0290**	**0.7312**	**1.8008**	**2.0436**	**0.2883**	**1.6761**	**1.7410**	**0.0000**	**2,848.2831**	**2,848.2831**	**0.7011**	**0.0000**	**2,863.0060**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**39.19**	**0.00**	**1.91**	**46.03**	**0.00**	**0.29**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Energy	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981
Mobile	5.2246	8.2434	37.9422	0.0644	4.0168	0.1034	4.1201	1.0740	0.0950	1.1690		5,669.6457	5,669.6457	0.2620		5,675.1468
Total	**5.4161**	**8.3993**	**38.0736**	**0.0654**	**4.0168**	**0.1152**	**4.1320**	**1.0740**	**0.1068**	**1.1808**		**5,856.8055**	**5,856.8055**	**0.2655**	**3.4300e-003**	**5,863.4456**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Energy	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
Mobile	5.2246	8.2434	37.9422	0.0644	4.0168	0.1034	4.1201	1.0740	0.0950	1.1690		5,669.6457	5,669.6457	0.2620		5,675.1468
Total	**5.4151**	**8.3903**	**38.0659**	**0.0653**	**4.0168**	**0.1145**	**4.1313**	**1.0740**	**0.1061**	**1.1801**		**5,845.9065**	**5,845.9065**	**0.2653**	**3.2300e-003**	**5,852.4803**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.02**	**0.11**	**0.02**	**0.09**	**0.00**	**0.60**	**0.02**	**0.00**	**0.65**	**0.06**	**0.00**	**0.19**	**0.19**	**0.08**	**5.83**	**0.19**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/15/2016	1/16/2016	5	1	
2	Grading	Grading	1/17/2016	1/19/2016	5	2	
3	Grading Soil Haul	Grading	1/17/2016	1/19/2016	5	2	
4	Building Construction	Building Construction	1/20/2016	4/11/2016	5	59	
5	Paving	Paving	4/4/2016	4/11/2016	5	6	
6	Architectural Coating	Architectural Coating	4/8/2016	4/11/2016	5	2	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 3,738; Non-Residential Outdoor: 1,603 (Architectural Coating –

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Rubber Tired Dozers	1	1.00	255	0.40
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading Soil Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Grading Soil Haul	Rubber Tired Dozers	0	1.00	255	0.40
Grading Soil Haul	Tractors/Loaders/Backhoes	0	6.00	97	0.37
Building Construction	Cranes	1	4.00	226	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading Soil Haul	0	0.00	0.00	34.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	4.00	1.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	1.3593	13.6350	7.3401	9.3500e-003		0.8338	0.8338		0.7671	0.7671		973.0842	973.0842	0.2935		979.2481
Total	**1.3593**	**13.6350**	**7.3401**	**9.3500e-003**	**0.5303**	**0.8338**	**1.3640**	**0.0573**	**0.7671**	**0.8243**		**973.0842**	**973.0842**	**0.2935**		**979.2481**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0250	5.4700e-003	0.0304	7.1000e-003	5.0300e-003	0.0121		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0223	0.0280	0.3469	7.3000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		61.4511	61.4511	3.3500e-003		61.5213
Total	**0.0560**	**0.3781**	**0.7535**	**1.6100e-003**	**0.0808**	**6.0000e-003**	**0.0868**	**0.0219**	**5.5200e-003**	**0.0274**		**149.5393**	**149.5393**	**4.0000e-003**		**149.6231**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2267	0.0000	0.2267	0.0245	0.0000	0.0245			0.0000			0.0000
Off-Road	1.3593	13.6350	7.3401	9.3500e-003		0.8338	0.8338		0.7671	0.7671	0.0000	973.0842	973.0842	0.2935		979.2481
Total	**1.3593**	**13.6350**	**7.3401**	**9.3500e-003**	**0.2267**	**0.8338**	**1.0604**	**0.0245**	**0.7671**	**0.7915**	**0.0000**	**973.0842**	**973.0842**	**0.2935**		**979.2481**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0233	5.4700e-003	0.0288	6.6900e-003	5.0300e-003	0.0117		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0223	0.0280	0.3469	7.3000e-004	0.0515	5.3000e-004	0.0520	0.0138	4.9000e-004	0.0142		61.4511	61.4511	3.3500e-003		61.5213
Total	**0.0560**	**0.3781**	**0.7535**	**1.6100e-003**	**0.0748**	**6.0000e-003**	**0.0808**	**0.0204**	**5.5200e-003**	**0.0260**		**149.5393**	**149.5393**	**4.0000e-003**		**149.6231**

3.3 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7528	0.0000	0.7528	0.4138	0.0000	0.4138			0.0000			0.0000
Off-Road	1.3122	11.2385	8.7048	0.0120		0.8039	0.8039		0.7674	0.7674		1,193.6106	1,193.6106	0.2386		1,198.6217
Total	**1.3122**	**11.2385**	**8.7048**	**0.0120**	**0.7528**	**0.8039**	**1.5566**	**0.4138**	**0.7674**	**1.1811**		**1,193.6106**	**1,193.6106**	**0.2386**		**1,198.6217**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0250	5.4700e-003	0.0304	7.1000e-003	5.0300e-003	0.0121		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0445	0.0561	0.6937	1.4500e-003	0.1118	1.0600e-003	0.1128	0.0296	9.7000e-004	0.0306		122.9021	122.9021	6.6900e-003		123.0426
Total	**0.0782**	**0.4061**	**1.1004**	**2.3300e-003**	**0.1367**	**6.5300e-003**	**0.1433**	**0.0367**	**6.0000e-003**	**0.0428**		**210.9904**	**210.9904**	**7.3400e-003**		**211.1445**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.3218	0.0000	0.3218	0.1769	0.0000	0.1769			0.0000			0.0000
Off-Road	1.3122	11.2385	8.7048	0.0120		0.8039	0.8039		0.7674	0.7674	0.0000	1,193.6106	1,193.6106	0.2386		1,198.6217
Total	**1.3122**	**11.2385**	**8.7048**	**0.0120**	**0.3218**	**0.8039**	**1.1257**	**0.1769**	**0.7674**	**0.9442**	**0.0000**	**1,193.6106**	**1,193.6106**	**0.2386**		**1,198.6217**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0233	5.4700e-003	0.0288	6.6900e-003	5.0300e-003	0.0117		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0445	0.0561	0.6937	1.4500e-003	0.1030	1.0600e-003	0.1041	0.0275	9.7000e-004	0.0285		122.9021	122.9021	6.6900e-003		123.0426
Total	**0.0782**	**0.4061**	**1.1004**	**2.3300e-003**	**0.1263**	**6.5300e-003**	**0.1329**	**0.0342**	**6.0000e-003**	**0.0402**		**210.9904**	**210.9904**	**7.3400e-003**		**211.1445**

3.4 Grading Soil Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0170	0.0000	0.0170	2.5700e-003	0.0000	2.5700e-003			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0170**	**0.0000**	**0.0170**	**2.5700e-003**	**0.0000**	**2.5700e-003**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2994	4.7655	3.3818	0.0127	0.2960	0.0706	0.3666	0.0811	0.0649	0.1460		1,279.5635	1,279.5635	9.4600e-003		1,279.7622
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.2994**	**4.7655**	**3.3818**	**0.0127**	**0.2960**	**0.0706**	**0.3666**	**0.0811**	**0.0649**	**0.1460**		**1,279.5635**	**1,279.5635**	**9.4600e-003**		**1,279.7622**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.2500e-003	0.0000	7.2500e-003	1.1000e-003	0.0000	1.1000e-003			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**7.2500e-003**	**0.0000**	**7.2500e-003**	**1.1000e-003**	**0.0000**	**1.1000e-003**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.2994	4.7655	3.3818	0.0127	0.2758	0.0706	0.3464	0.0761	0.0649	0.1410		1,279.5635	1,279.5635	9.4600e-003		1,279.7622
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.2994**	**4.7655**	**3.3818**	**0.0127**	**0.2758**	**0.0706**	**0.3464**	**0.0761**	**0.0649**	**0.1410**		**1,279.5635**	**1,279.5635**	**9.4600e-003**		**1,279.7622**

3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202
Total	**1.3816**	**13.7058**	**8.2122**	**0.0113**		**0.9398**	**0.9398**		**0.8646**	**0.8646**		**1,178.5549**	**1,178.5549**	**0.3555**		**1,186.0202**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.4300e-003	0.0875	0.1017	2.2000e-004	6.2400e-003	1.3700e-003	7.6000e-003	1.7700e-003	1.2600e-003	3.0300e-003		22.0221	22.0221	1.6000e-004		22.0255
Worker	0.0178	0.0224	0.2775	5.8000e-004	0.0447	4.2000e-004	0.0451	0.0119	3.9000e-004	0.0123		49.1609	49.1609	2.6800e-003		49.2171
Total	**0.0263**	**0.1099**	**0.3792**	**8.0000e-004**	**0.0510**	**1.7900e-003**	**0.0527**	**0.0136**	**1.6500e-003**	**0.0153**		**71.1829**	**71.1829**	**2.8400e-003**		**71.2425**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	**1.3816**	**13.7058**	**8.2122**	**0.0113**		**0.9398**	**0.9398**		**0.8646**	**0.8646**	**0.0000**	**1,178.5549**	**1,178.5549**	**0.3555**		**1,186.0202**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.4300e-003	0.0875	0.1017	2.2000e-004	5.8300e-003	1.3700e-003	7.1900e-003	1.6700e-003	1.2600e-003	2.9300e-003		22.0221	22.0221	1.6000e-004		22.0255
Worker	0.0178	0.0224	0.2775	5.8000e-004	0.0412	4.2000e-004	0.0416	0.0110	3.9000e-004	0.0114		49.1609	49.1609	2.6800e-003		49.2171
Total	**0.0263**	**0.1099**	**0.3792**	**8.0000e-004**	**0.0470**	**1.7900e-003**	**0.0488**	**0.0127**	**1.6500e-003**	**0.0143**		**71.1829**	**71.1829**	**2.8400e-003**		**71.2425**

3.6 Paving - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1203	10.6282	7.2935	0.0111		0.6606	0.6606		0.6113	0.6113		1,083.5832	1,083.5832	0.2969		1,089.8175
Paving	0.1616					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.2818**	**10.6282**	**7.2935**	**0.0111**		**0.6606**	**0.6606**		**0.6113**	**0.6113**		**1,083.5832**	**1,083.5832**	**0.2969**		**1,089.8175**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0802	0.1009	1.2487	2.6200e-003	0.2012	1.9000e-003	0.2031	0.0534	1.7500e-003	0.0551		221.2238	221.2238	0.0120		221.4767
Total	**0.0802**	**0.1009**	**1.2487**	**2.6200e-003**	**0.2012**	**1.9000e-003**	**0.2031**	**0.0534**	**1.7500e-003**	**0.0551**		**221.2238**	**221.2238**	**0.0120**		**221.4767**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1203	10.6282	7.2935	0.0111		0.6606	0.6606		0.6113	0.6113	0.0000	1,083.5832	1,083.5832	0.2969		1,089.8175
Paving	0.1616					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.2818**	**10.6282**	**7.2935**	**0.0111**		**0.6606**	**0.6606**		**0.6113**	**0.6113**	**0.0000**	**1,083.5832**	**1,083.5832**	**0.2969**		**1,089.8175**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0802	0.1009	1.2487	2.6200e-003	0.1855	1.9000e-003	0.1874	0.0495	1.7500e-003	0.0512		221.2238	221.2238	0.0120		221.4767
Total	**0.0802**	**0.1009**	**1.2487**	**2.6200e-003**	**0.1855**	**1.9000e-003**	**0.1874**	**0.0495**	**1.7500e-003**	**0.0512**		**221.2238**	**221.2238**	**0.0120**		**221.4767**

3.7 Architectural Coating - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	12.3778					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966		281.4481	281.4481	0.0332		282.1449
Total	**12.7462**	**2.3722**	**1.8839**	**2.9700e-003**		**0.1966**	**0.1966**		**0.1966**	**0.1966**		**281.4481**	**281.4481**	**0.0332**		**282.1449**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	4.4500e-003	5.6100e-003	0.0694	1.5000e-004	0.0112	1.1000e-004	0.0113	2.9600e-003	1.0000e-004	3.0600e-003		12.2902	12.2902	6.7000e-004		12.3043
Total	**4.4500e-003**	**5.6100e-003**	**0.0694**	**1.5000e-004**	**0.0112**	**1.1000e-004**	**0.0113**	**2.9600e-003**	**1.0000e-004**	**3.0600e-003**		**12.2902**	**12.2902**	**6.7000e-004**		**12.3043**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	12.3778					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3685	2.3722	1.8839	2.9700e-003		0.1966	0.1966		0.1966	0.1966	0.0000	281.4481	281.4481	0.0332		282.1449
Total	**12.7462**	**2.3722**	**1.8839**	**2.9700e-003**		**0.1966**	**0.1966**		**0.1966**	**0.1966**	**0.0000**	**281.4481**	**281.4481**	**0.0332**		**282.1449**

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	4.4500e-003	5.6100e-003	0.0694	1.5000e-004	0.0103	1.1000e-004	0.0104	2.7500e-003	1.0000e-004	2.8500e-003		12.2902	12.2902	6.7000e-004		12.3043
Total	**4.4500e-003**	**5.6100e-003**	**0.0694**	**1.5000e-004**	**0.0103**	**1.1000e-004**	**0.0104**	**2.7500e-003**	**1.0000e-004**	**2.8500e-003**		**12.2902**	**12.2902**	**6.7000e-004**		**12.3043**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	5.2246	8.2434	37.9422	0.0644	4.0168	0.1034	4.1201	1.0740	0.0950	1.1690		5,669.6457	5,669.6457	0.2620		5,675.1468
Unmitigated	5.2246	8.2434	37.9422	0.0644	4.0168	0.1034	4.1201	1.0740	0.0950	1.1690		5,669.6457	5,669.6457	0.2620		5,675.1468

Tommy's Hamburgers

Los Angeles-South Coast County, Summer

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	1,235.34	1,797.85	1351.37	1,402,069	1,402,069
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	1,235.34	1,797.85	1,351.37	1,402,069	1,402,069

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive Thru	16.60	8.40	6.90	2.20	78.80	19.00	29	21	50
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.533598	0.058434	0.178244	0.125508	0.038944	0.006283	0.016425	0.031066	0.002453	0.003157	0.003691	0.000543	0.001655

Tommy's Hamburgers

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5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
NaturalGas Unmitigated	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981

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5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	1590.85	0.0172	0.1560	0.1310	9.4000e-004		0.0119	0.0119		0.0119	0.0119		187.1590	187.1590	3.5900e-003	3.4300e-003	188.2981
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0172**	**0.1560**	**0.1310**	**9.4000e-004**		**0.0119**	**0.0119**		**0.0119**	**0.0119**		**187.1590**	**187.1590**	**3.5900e-003**	**3.4300e-003**	**188.2981**

Tommy's Hamburgers

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Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	1.49821	0.0162	0.1469	0.1234	8.8000e-004		0.0112	0.0112		0.0112	0.0112		176.2601	176.2601	3.3800e-003	3.2300e-003	177.3328
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0162**	**0.1469**	**0.1234**	**8.8000e-004**		**0.0112**	**0.0112**		**0.0112**	**0.0112**		**176.2601**	**176.2601**	**3.3800e-003**	**3.2300e-003**	**177.3328**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Unmitigated	0.1743	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004

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6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	7.1200e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1672					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.0000e-005	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Total	**0.1743**	**0.0000**	**3.4000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**7.2000e-004**	**7.2000e-004**	**0.0000**		**7.6000e-004**

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	7.1200e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1672					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.0000e-005	0.0000	3.4000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		7.2000e-004	7.2000e-004	0.0000		7.6000e-004
Total	**0.1743**	**0.0000**	**3.4000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**7.2000e-004**	**7.2000e-004**	**0.0000**		**7.6000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

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1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	0.23	Acre	0.23	0.00	0
Other Non-Asphalt Surfaces	0.42	Acre	0.42	0.00	0
Parking Lot	0.14	Acre	0.14	5,951.00	0
Fast Food Restaurant with Drive Thru	2.49	1000sqft	0.06	2,492.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2016
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Placeholder only.

Trips and VMT - 18CY haul trucks.

Grading -

Architectural Coating - SCAQMD Rule 1113

Vechicle Emission Factors -

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vechicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - Adjustment made due to modeling software limitation.

Water And Wastewater - 100% Aerobic.

Solid Waste - CalRecycle 2009. Consistent with the Tommy's Hamburgers Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & Rule 1186

Energy Mitigation -

Water Mitigation -

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Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	1,335.00	1,603.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	4,006.00	3,738.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	120
tblAreaCoating	Area_Nonresidential_Interior	4006	1602
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	120	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	5.00	2.00
tblConstructionPhase	NumDays	100.00	59.00
tblConstructionPhase	NumDays	5.00	6.00
tblConstructionPhase	PhaseEndDate	4/13/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/21/2016	1/19/2016
tblConstructionPhase	PhaseEndDate	4/19/2016	4/11/2016
tblConstructionPhase	PhaseEndDate	1/15/2016	1/16/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/8/2016
tblConstructionPhase	PhaseStartDate	1/20/2016	1/17/2016
tblConstructionPhase	PhaseStartDate	4/12/2016	4/4/2016
tblGrading	MaterialImported	0.00	300.00
tblLandUse	LandUseSquareFeet	10,018.80	0.00
tblLandUse	LandUseSquareFeet	18,295.20	0.00
tblLandUse	LandUseSquareFeet	6,098.40	5,951.00
tblLandUse	LandUseSquareFeet	2,490.00	2,492.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00

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tblProjectCharacteristics	OperationalYear	2014	2016
tblSolidWaste	SolidWasteGenerationRate	28.68	8.19
tblTripsAndVMT	HaulingTripNumber	38.00	34.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	755,798.94	408,800.00
tblWater	OutdoorWaterUseRate	48,242.49	102,200.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.0608	0.4661	0.2988	4.3000e-004	3.5800e-003	0.0313	0.0348	1.1300e-003	0.0288	0.0299	0.0000	40.1189	40.1189	0.0108	0.0000	40.3463
Total	**0.0608**	**0.4661**	**0.2988**	**4.3000e-004**	**3.5800e-003**	**0.0313**	**0.0348**	**1.1300e-003**	**0.0288**	**0.0299**	**0.0000**	**40.1189**	**40.1189**	**0.0108**	**0.0000**	**40.3463**

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Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.0608	0.4661	0.2988	4.3000e-004	2.7900e-003	0.0313	0.0341	8.2000e-004	0.0288	0.0296	0.0000	40.1189	40.1189	0.0108	0.0000	40.3463
Total	**0.0608**	**0.4661**	**0.2988**	**4.3000e-004**	**2.7900e-003**	**0.0313**	**0.0341**	**8.2000e-004**	**0.0288**	**0.0296**	**0.0000**	**40.1189**	**40.1189**	**0.0108**	**0.0000**	**40.3463**

	ROG	**NOx**	**CO**	**SO2**	**Fugitive PM10**	**Exhaust PM10**	**PM10 Total**	**Fugitive PM2.5**	**Exhaust PM2.5**	**PM2.5 Total**	**Bio- CO2**	**NBio-CO2**	**Total CO2**	**CH4**	**N20**	**CO2e**
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**22.07**	**0.00**	**2.27**	**27.43**	**0.00**	**1.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.0318	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005
Energy	3.1300e-003	0.0285	0.0239	1.7000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	65.9377	65.9377	2.2000e-003	9.0000e-004	66.2631
Mobile	0.7056	1.1814	5.5046	8.4100e-003	0.5313	0.0140	0.5453	0.1423	0.0129	0.1551	0.0000	671.3879	671.3879	0.0320	0.0000	672.0607
Waste						0.0000	0.0000		0.0000	0.0000	1.6625	0.0000	1.6625	0.0983	0.0000	3.7258
Water						0.0000	0.0000		0.0000	0.0000	0.1446	1.8482	1.9928	5.8000e-004	3.3000e-004	2.1080
Total	**0.7406**	**1.2098**	**5.5286**	**8.5800e-003**	**0.5313**	**0.0162**	**0.5474**	**0.1423**	**0.0150**	**0.1573**	**1.8071**	**739.1739**	**740.9811**	**0.1331**	**1.2300e-003**	**744.1577**

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Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.0318	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005
Energy	2.9500e-003	0.0268	0.0225	1.6000e-004		2.0400e-003	2.0400e-003		2.0400e-003	2.0400e-003	0.0000	62.0132	62.0132	2.0700e-003	8.5000e-004	62.3192
Mobile	0.7056	1.1814	5.5046	8.4100e-003	0.5313	0.0140	0.5453	0.1423	0.0129	0.1551	0.0000	671.3879	671.3879	0.0320	0.0000	672.0607
Waste						0.0000	0.0000		0.0000	0.0000	1.6625	0.0000	1.6625	0.0983	0.0000	3.7258
Water						0.0000	0.0000		0.0000	0.0000	0.1157	1.5237	1.6394	4.7000e-004	2.7000e-004	1.7316
Total	**0.7404**	**1.2082**	**5.5272**	**8.5700e-003**	**0.5313**	**0.0160**	**0.5473**	**0.1423**	**0.0149**	**0.1572**	**1.7782**	**734.9249**	**736.7031**	**0.1328**	**1.1200e-003**	**739.8374**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.02**	**0.14**	**0.03**	**0.12**	**0.00**	**0.74**	**0.02**	**0.00**	**0.80**	**0.08**	**1.60**	**0.57**	**0.58**	**0.18**	**8.94**	**0.58**

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3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/15/2016	1/16/2016	5	1	
2	Grading	Grading	1/17/2016	1/19/2016	5	2	
3	Grading Soil Haul	Grading	1/17/2016	1/19/2016	5	2	
4	Building Construction	Building Construction	1/20/2016	4/11/2016	5	59	
5	Paving	Paving	4/4/2016	4/11/2016	5	6	
6	Architectural Coating	Architectural Coating	4/8/2016	4/11/2016	5	2	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 3,738; Non-Residential Outdoor: 1,603 (Architectural Coating –

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OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Rubber Tired Dozers	1	1.00	255	0.40
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading Soil Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Grading Soil Haul	Rubber Tired Dozers	0	1.00	255	0.40
Grading Soil Haul	Tractors/Loaders/Backhoes	0	6.00	97	0.37
Building Construction	Cranes	1	4.00	226	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

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Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading Soil Haul	0	0.00	0.00	34.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	4.00	1.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.8000e-004	6.8200e-003	3.6700e-003	0.0000		4.2000e-004	4.2000e-004		3.8000e-004	3.8000e-004	0.0000	0.4414	0.4414	1.3000e-004	0.0000	0.4442
Total	**6.8000e-004**	**6.8200e-003**	**3.6700e-003**	**0.0000**	**2.7000e-004**	**4.2000e-004**	**6.9000e-004**	**3.0000e-005**	**3.8000e-004**	**4.1000e-004**	**0.0000**	**0.4414**	**0.4414**	**1.3000e-004**	**0.0000**	**0.4442**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0000e-005	1.8000e-004	2.4000e-004	0.0000	1.0000e-005	0.0000	2.0000e-005	0.0000	0.0000	1.0000e-005	0.0000	0.0398	0.0398	0.0000	0.0000	0.0398
Worker	1.0000e-005	2.0000e-005	1.7000e-004	0.0000	3.0000e-005	0.0000	3.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0267	0.0267	0.0000	0.0000	0.0268
Total	**3.0000e-005**	**2.0000e-004**	**4.1000e-004**	**0.0000**	**4.0000e-005**	**0.0000**	**5.0000e-005**	**1.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0666**	**0.0666**	**0.0000**	**0.0000**	**0.0666**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.1000e-004	0.0000	1.1000e-004	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.8000e-004	6.8200e-003	3.6700e-003	0.0000		4.2000e-004	4.2000e-004		3.8000e-004	3.8000e-004	0.0000	0.4414	0.4414	1.3000e-004	0.0000	0.4442
Total	**6.8000e-004**	**6.8200e-003**	**3.6700e-003**	**0.0000**	**1.1000e-004**	**4.2000e-004**	**5.3000e-004**	**1.0000e-005**	**3.8000e-004**	**3.9000e-004**	**0.0000**	**0.4414**	**0.4414**	**1.3000e-004**	**0.0000**	**0.4442**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0000e-005	1.8000e-004	2.4000e-004	0.0000	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	1.0000e-005	0.0000	0.0398	0.0398	0.0000	0.0000	0.0398
Worker	1.0000e-005	2.0000e-005	1.7000e-004	0.0000	3.0000e-005	0.0000	3.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0267	0.0267	0.0000	0.0000	0.0268
Total	**3.0000e-005**	**2.0000e-004**	**4.1000e-004**	**0.0000**	**4.0000e-005**	**0.0000**	**4.0000e-005**	**1.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0666**	**0.0666**	**0.0000**	**0.0000**	**0.0666**

3.3 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					7.5000e-004	0.0000	7.5000e-004	4.1000e-004	0.0000	4.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.3100e-003	0.0112	8.7000e-003	1.0000e-005		8.0000e-004	8.0000e-004		7.7000e-004	7.7000e-004	0.0000	1.0828	1.0828	2.2000e-004	0.0000	1.0874
Total	**1.3100e-003**	**0.0112**	**8.7000e-003**	**1.0000e-005**	**7.5000e-004**	**8.0000e-004**	**1.5500e-003**	**4.1000e-004**	**7.7000e-004**	**1.1800e-003**	**0.0000**	**1.0828**	**1.0828**	**2.2000e-004**	**0.0000**	**1.0874**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0000e-005	3.7000e-004	4.8000e-004	0.0000	2.0000e-005	1.0000e-005	3.0000e-005	1.0000e-005	1.0000e-005	1.0000e-005	0.0000	0.0796	0.0796	0.0000	0.0000	0.0797
Worker	4.0000e-005	6.0000e-005	6.7000e-004	0.0000	1.1000e-004	0.0000	1.1000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.1069	0.1069	1.0000e-005	0.0000	0.1071
Total	**8.0000e-005**	**4.3000e-004**	**1.1500e-003**	**0.0000**	**1.3000e-004**	**1.0000e-005**	**1.4000e-004**	**4.0000e-005**	**1.0000e-005**	**4.0000e-005**	**0.0000**	**0.1866**	**0.1866**	**1.0000e-005**	**0.0000**	**0.1867**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					3.2000e-004	0.0000	3.2000e-004	1.8000e-004	0.0000	1.8000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.3100e-003	0.0112	8.7000e-003	1.0000e-005		8.0000e-004	8.0000e-004		7.7000e-004	7.7000e-004	0.0000	1.0828	1.0828	2.2000e-004	0.0000	1.0874
Total	**1.3100e-003**	**0.0112**	**8.7000e-003**	**1.0000e-005**	**3.2000e-004**	**8.0000e-004**	**1.1200e-003**	**1.8000e-004**	**7.7000e-004**	**9.5000e-004**	**0.0000**	**1.0828**	**1.0828**	**2.2000e-004**	**0.0000**	**1.0874**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0000e-005	3.7000e-004	4.8000e-004	0.0000	2.0000e-005	1.0000e-005	3.0000e-005	1.0000e-005	1.0000e-005	1.0000e-005	0.0000	0.0796	0.0796	0.0000	0.0000	0.0797
Worker	4.0000e-005	6.0000e-005	6.7000e-004	0.0000	1.0000e-004	0.0000	1.0000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.1069	0.1069	1.0000e-005	0.0000	0.1071
Total	**8.0000e-005**	**4.3000e-004**	**1.1500e-003**	**0.0000**	**1.2000e-004**	**1.0000e-005**	**1.3000e-004**	**4.0000e-005**	**1.0000e-005**	**4.0000e-005**	**0.0000**	**0.1866**	**0.1866**	**1.0000e-005**	**0.0000**	**0.1867**

3.4 Grading Soil Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.0000e-005	0.0000	2.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.1000e-004	5.0200e-003	3.8100e-003	1.0000e-005	2.9000e-004	7.0000e-005	3.6000e-004	8.0000e-005	6.0000e-005	1.4000e-004	0.0000	1.1597	1.1597	1.0000e-005	0.0000	1.1598
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.1000e-004**	**5.0200e-003**	**3.8100e-003**	**1.0000e-005**	**2.9000e-004**	**7.0000e-005**	**3.6000e-004**	**8.0000e-005**	**6.0000e-005**	**1.4000e-004**	**0.0000**	**1.1597**	**1.1597**	**1.0000e-005**	**0.0000**	**1.1598**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**1.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.1000e-004	5.0200e-003	3.8100e-003	1.0000e-005	2.7000e-004	7.0000e-005	3.4000e-004	7.0000e-005	6.0000e-005	1.4000e-004	0.0000	1.1597	1.1597	1.0000e-005	0.0000	1.1598
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.1000e-004**	**5.0200e-003**	**3.8100e-003**	**1.0000e-005**	**2.7000e-004**	**7.0000e-005**	**3.4000e-004**	**7.0000e-005**	**6.0000e-005**	**1.4000e-004**	**0.0000**	**1.1597**	**1.1597**	**1.0000e-005**	**0.0000**	**1.1598**

3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0408	0.4043	0.2423	3.3000e-004		0.0277	0.0277		0.0255	0.0255	0.0000	31.5404	31.5404	9.5100e-003	0.0000	31.7402
Total	**0.0408**	**0.4043**	**0.2423**	**3.3000e-004**		**0.0277**	**0.0277**		**0.0255**	**0.0255**	**0.0000**	**31.5404**	**31.5404**	**9.5100e-003**	**0.0000**	**31.7402**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.7000e-004	2.7000e-003	3.5100e-003	1.0000e-005	1.8000e-004	4.0000e-005	2.2000e-004	5.0000e-005	4.0000e-005	9.0000e-005	0.0000	0.5873	0.5873	0.0000	0.0000	0.5874
Worker	5.2000e-004	7.5000e-004	7.8500e-003	2.0000e-005	1.2900e-003	1.0000e-005	1.3100e-003	3.4000e-004	1.0000e-005	3.5000e-004	0.0000	1.2618	1.2618	7.0000e-005	0.0000	1.2633
Total	**7.9000e-004**	**3.4500e-003**	**0.0114**	**3.0000e-005**	**1.4700e-003**	**5.0000e-005**	**1.5300e-003**	**3.9000e-004**	**5.0000e-005**	**4.4000e-004**	**0.0000**	**1.8491**	**1.8491**	**7.0000e-005**	**0.0000**	**1.8506**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0408	0.4043	0.2423	3.3000e-004		0.0277	0.0277		0.0255	0.0255	0.0000	31.5404	31.5404	9.5100e-003	0.0000	31.7402
Total	**0.0408**	**0.4043**	**0.2423**	**3.3000e-004**		**0.0277**	**0.0277**		**0.0255**	**0.0255**	**0.0000**	**31.5404**	**31.5404**	**9.5100e-003**	**0.0000**	**31.7402**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.7000e-004	2.7000e-003	3.5100e-003	1.0000e-005	1.7000e-004	4.0000e-005	2.1000e-004	5.0000e-005	4.0000e-005	9.0000e-005	0.0000	0.5873	0.5873	0.0000	0.0000	0.5874
Worker	5.2000e-004	7.5000e-004	7.8500e-003	2.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.3000e-004	0.0000	1.2618	1.2618	7.0000e-005	0.0000	1.2633
Total	**7.9000e-004**	**3.4500e-003**	**0.0114**	**3.0000e-005**	**1.3600e-003**	**5.0000e-005**	**1.4100e-003**	**3.7000e-004**	**5.0000e-005**	**4.2000e-004**	**0.0000**	**1.8491**	**1.8491**	**7.0000e-005**	**0.0000**	**1.8506**

3.6 Paving - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.3600e-003	0.0319	0.0219	3.0000e-005		1.9800e-003	1.9800e-003		1.8300e-003	1.8300e-003	0.0000	2.9490	2.9490	8.1000e-004	0.0000	2.9660
Paving	4.8000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.8400e-003**	**0.0319**	**0.0219**	**3.0000e-005**		**1.9800e-003**	**1.9800e-003**		**1.8300e-003**	**1.8300e-003**	**0.0000**	**2.9490**	**2.9490**	**8.1000e-004**	**0.0000**	**2.9660**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.4000e-004	3.4000e-004	3.5900e-003	1.0000e-005	5.9000e-004	1.0000e-005	6.0000e-004	1.6000e-004	1.0000e-005	1.6000e-004	0.0000	0.5774	0.5774	3.0000e-005	0.0000	0.5781
Total	**2.4000e-004**	**3.4000e-004**	**3.5900e-003**	**1.0000e-005**	**5.9000e-004**	**1.0000e-005**	**6.0000e-004**	**1.6000e-004**	**1.0000e-005**	**1.6000e-004**	**0.0000**	**0.5774**	**0.5774**	**3.0000e-005**	**0.0000**	**0.5781**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.3600e-003	0.0319	0.0219	3.0000e-005		1.9800e-003	1.9800e-003		1.8300e-003	1.8300e-003	0.0000	2.9490	2.9490	8.1000e-004	0.0000	2.9660
Paving	4.8000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.8400e-003**	**0.0319**	**0.0219**	**3.0000e-005**		**1.9800e-003**	**1.9800e-003**		**1.8300e-003**	**1.8300e-003**	**0.0000**	**2.9490**	**2.9490**	**8.1000e-004**	**0.0000**	**2.9660**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.4000e-004	3.4000e-004	3.5900e-003	1.0000e-005	5.5000e-004	1.0000e-005	5.5000e-004	1.5000e-004	1.0000e-005	1.5000e-004	0.0000	0.5774	0.5774	3.0000e-005	0.0000	0.5781
Total	**2.4000e-004**	**3.4000e-004**	**3.5900e-003**	**1.0000e-005**	**5.5000e-004**	**1.0000e-005**	**5.5000e-004**	**1.5000e-004**	**1.0000e-005**	**1.5000e-004**	**0.0000**	**0.5774**	**0.5774**	**3.0000e-005**	**0.0000**	**0.5781**

3.7 Architectural Coating - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0124					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.7000e-004	2.3700e-003	1.8800e-003	0.0000		2.0000e-004	2.0000e-004		2.0000e-004	2.0000e-004	0.0000	0.2553	0.2553	3.0000e-005	0.0000	0.2560
Total	**0.0128**	**2.3700e-003**	**1.8800e-003**	**0.0000**		**2.0000e-004**	**2.0000e-004**		**2.0000e-004**	**2.0000e-004**	**0.0000**	**0.2553**	**0.2553**	**3.0000e-005**	**0.0000**	**0.2560**

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Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	1.0000e-005	7.0000e-005	0.0000	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0107	0.0107	0.0000	0.0000	0.0107
Total	**0.0000**	**1.0000e-005**	**7.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0107**	**0.0107**	**0.0000**	**0.0000**	**0.0107**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.0124					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.7000e-004	2.3700e-003	1.8800e-003	0.0000		2.0000e-004	2.0000e-004		2.0000e-004	2.0000e-004	0.0000	0.2553	0.2553	3.0000e-005	0.0000	0.2560
Total	**0.0128**	**2.3700e-003**	**1.8800e-003**	**0.0000**		**2.0000e-004**	**2.0000e-004**		**2.0000e-004**	**2.0000e-004**	**0.0000**	**0.2553**	**0.2553**	**3.0000e-005**	**0.0000**	**0.2560**

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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	1.0000e-005	7.0000e-005	0.0000	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0107	0.0107	0.0000	0.0000	0.0107
Total	**0.0000**	**1.0000e-005**	**7.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**1.0000e-005**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0107**	**0.0107**	**0.0000**	**0.0000**	**0.0107**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.7056	1.1814	5.5046	8.4100e-003	0.5313	0.0140	0.5453	0.1423	0.0129	0.1551	0.0000	671.3879	671.3879	0.0320	0.0000	672.0607
Unmitigated	0.7056	1.1814	5.5046	8.4100e-003	0.5313	0.0140	0.5453	0.1423	0.0129	0.1551	0.0000	671.3879	671.3879	0.0320	0.0000	672.0607

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4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	1,235.34	1,797.85	1351.37	1,402,069	1,402,069
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	1,235.34	1,797.85	1,351.37	1,402,069	1,402,069

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Fast Food Restaurant with Drive Thru	16.60	8.40	6.90	2.20	78.80	19.00	29	21	50
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.533598	0.058434	0.178244	0.125508	0.038944	0.006283	0.016425	0.031066	0.002453	0.003157	0.003691	0.000543	0.001655

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5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	32.8313	32.8313	1.5100e-003	3.1000e-004	32.9598
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	34.9515	34.9515	1.6100e-003	3.3000e-004	35.0882
NaturalGas Mitigated	2.9500e-003	0.0268	0.0225	1.6000e-004		2.0400e-003	2.0400e-003		2.0400e-003	2.0400e-003	0.0000	29.1818	29.1818	5.6000e-004	5.4000e-004	29.3594
NaturalGas Unmitigated	3.1300e-003	0.0285	0.0239	1.7000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	30.9863	30.9863	5.9000e-004	5.7000e-004	31.1749

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5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	580661	3.1300e-003	0.0285	0.0239	1.7000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	30.9863	30.9863	5.9000e-004	5.7000e-004	31.1749
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**3.1300e-003**	**0.0285**	**0.0239**	**1.7000e-004**		**2.1600e-003**	**2.1600e-003**		**2.1600e-003**	**2.1600e-003**	**0.0000**	**30.9863**	**30.9863**	**5.9000e-004**	**5.7000e-004**	**31.1749**

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Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Fast Food Restaurant with Drive Thru	546847	2.9500e-003	0.0268	0.0225	1.6000e-004		2.0400e-003	2.0400e-003		2.0400e-003	2.0400e-003	0.0000	29.1818	29.1818	5.6000e-004	5.4000e-004	29.3594
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**2.9500e-003**	**0.0268**	**0.0225**	**1.6000e-004**		**2.0400e-003**	**2.0400e-003**		**2.0400e-003**	**2.0400e-003**	**0.0000**	**29.1818**	**29.1818**	**5.6000e-004**	**5.4000e-004**	**29.3594**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Fast Food Restaurant with Drive Thru	116900	33.4528	1.5400e-003	3.2000e-004	33.5838
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	5236.88	1.4986	7.0000e-005	1.0000e-005	1.5045
Total		**34.9515**	**1.6100e-003**	**3.3000e-004**	**35.0882**

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Fast Food Restaurant with Drive Thru	109491	31.3327	1.4400e-003	3.0000e-004	31.4553
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	5236.88	1.4986	7.0000e-005	1.0000e-005	1.5045
Total		**32.8313**	**1.5100e-003**	**3.1000e-004**	**32.9598**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0318	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005
Unmitigated	0.0318	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005

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6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.3000e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0305					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005
Total	**0.0318**	**0.0000**	**4.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**8.0000e-005**	**8.0000e-005**	**0.0000**	**0.0000**	**9.0000e-005**

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.3000e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0305					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	4.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	8.0000e-005	8.0000e-005	0.0000	0.0000	9.0000e-005
Total	**0.0318**	**0.0000**	**4.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**8.0000e-005**	**8.0000e-005**	**0.0000**	**0.0000**	**9.0000e-005**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.6394	4.7000e-004	2.7000e-004	1.7316
Unmitigated	1.9928	5.8000e-004	3.3000e-004	2.1080

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7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	0.4088 / 0.1022	1.9928	5.8000e-004	3.3000e-004	2.1080
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**1.9928**	**5.8000e-004**	**3.3000e-004**	**2.1080**

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	0.32704 / 0.0959658	1.6394	4.7000e-004	2.7000e-004	1.7316
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**1.6394**	**4.7000e-004**	**2.7000e-004**	**1.7316**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	1.6625	0.0983	0.0000	3.7258
Unmitigated	1.6625	0.0983	0.0000	3.7258

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8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Fast Food Restaurant with Drive Thru	8.19	1.6625	0.0983	0.0000	3.7258
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**1.6625**	**0.0983**	**0.0000**	**3.7258**

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Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Fast Food Restaurant with Drive Thru	8.19	1.6625	0.0983	0.0000	3.7258
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**1.6625**	**0.0983**	**0.0000**	**3.7258**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

CalEEMod Version: CalEEMod.2013.2.2

Date: 1/22/2016 3:40 PM

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Construction Mitigation Summary

Phase	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading Soil Haul	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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OFFROAD Equipment Mitigation

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Air Compressors	Diesel	No Change	0	1	No Change	0.00
Cement and Mortar Mixers	Diesel	No Change	0	4	No Change	0.00
Concrete/Industrial Saws	Diesel	No Change	0	1	No Change	0.00
Cranes	Diesel	No Change	0	1	No Change	0.00
Forklifts	Diesel	No Change	0	2	No Change	0.00
Graders	Diesel	No Change	0	1	No Change	0.00
Pavers	Diesel	No Change	0	1	No Change	0.00
Rollers	Diesel	No Change	0	1	No Change	0.00
Rubber Tired Dozers	Diesel	No Change	0	1	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	No Change	0	6	No Change	0.00

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Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Unmitigated tons/yr						Unmitigated mt/yr					
Air Compressors	3.70000E-004	2.37000E-003	1.88000E-003	0.00000E+000	2.00000E-004	2.00000E-004	0.00000E+000	2.55330E-001	2.55330E-001	3.00000E-005	0.00000E+000	2.55960E-001
Cement and Mortar Mixers	5.30000E-004	3.32000E-003	2.78000E-003	1.00000E-005	1.30000E-004	1.30000E-004	0.00000E+000	4.12450E-001	4.12450E-001	4.00000E-005	0.00000E+000	4.13350E-001
Concrete/Industrial Saws	6.50000E-004	4.62000E-003	3.78000E-003	1.00000E-005	3.50000E-004	3.50000E-004	0.00000E+000	5.37660E-001	5.37660E-001	5.00000E-005	0.00000E+000	5.38750E-001
Cranes	1.06200E-002	1.25840E-001	4.40300E-002	8.00000E-005	5.71000E-003	5.25000E-003	0.00000E+000	7.84439E+000	7.84439E+000	2.37000E-003	0.00000E+000	7.89408E+000
Forklifts	1.00400E-002	8.64300E-002	5.58900E-002	7.00000E-005	7.23000E-003	6.65000E-003	0.00000E+000	6.37156E+000	6.37156E+000	1.92000E-003	0.00000E+000	6.41192E+000
Graders	5.10000E-004	5.19000E-003	2.46000E-003	0.00000E+000	2.90000E-004	2.70000E-004	0.00000E+000	2.94570E-001	2.94570E-001	9.00000E-005	0.00000E+000	2.96430E-001
Pavers	1.05000E-003	1.18500E-002	7.49000E-003	1.00000E-005	5.90000E-004	5.40000E-004	0.00000E+000	1.11692E+000	1.11692E+000	3.40000E-004	0.00000E+000	1.12400E+000
Rollers	8.80000E-004	8.17000E-003	5.29000E-003	1.00000E-005	6.00000E-004	5.50000E-004	0.00000E+000	6.48870E-001	6.48870E-001	2.00000E-004	0.00000E+000	6.52980E-001
Rubber Tired Dozers	1.50000E-004	1.73000E-003	1.31000E-003	0.00000E+000	8.00000E-005	7.00000E-005	0.00000E+000	1.04720E-001	1.04720E-001	3.00000E-005	0.00000E+000	1.05380E-001
Tractors/Loaders/Backhoes	2.16700E-002	2.07100E-001	1.53500E-001	2.00000E-004	1.59500E-002	1.46700E-002	0.00000E+000	1.86825E+001	1.86825E+001	5.64000E-003	0.00000E+000	1.88009E+001

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Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Mitigated tons/yr						Mitigated mt/yr					
Air Compressors	3.70000E-004	2.37000E-003	1.88000E-003	0.00000E+000	2.00000E-004	2.00000E-004	0.00000E+000	2.55330E-001	2.55330E-001	3.00000E-005	0.00000E+000	2.55960E-001
Cement and Mortar Mixers	5.30000E-004	3.32000E-003	2.78000E-003	1.00000E-005	1.30000E-004	1.30000E-004	0.00000E+000	4.12450E-001	4.12450E-001	4.00000E-005	0.00000E+000	4.13350E-001
Concrete/Industrial Saws	6.50000E-004	4.62000E-003	3.78000E-003	1.00000E-005	3.50000E-004	3.50000E-004	0.00000E+000	5.37660E-001	5.37660E-001	5.00000E-005	0.00000E+000	5.38750E-001
Cranes	1.06200E-002	1.25840E-001	4.40300E-002	8.00000E-005	5.71000E-003	5.25000E-003	0.00000E+000	7.84438E+000	7.84438E+000	2.37000E-003	0.00000E+000	7.89407E+000
Forklifts	1.00400E-002	8.64300E-002	5.58900E-002	7.00000E-005	7.23000E-003	6.65000E-003	0.00000E+000	6.37156E+000	6.37156E+000	1.92000E-003	0.00000E+000	6.41192E+000
Graders	5.10000E-004	5.19000E-003	2.46000E-003	0.00000E+000	2.90000E-004	2.70000E-004	0.00000E+000	2.94570E-001	2.94570E-001	9.00000E-005	0.00000E+000	2.96430E-001
Pavers	1.05000E-003	1.18500E-002	7.49000E-003	1.00000E-005	5.90000E-004	5.40000E-004	0.00000E+000	1.11692E+000	1.11692E+000	3.40000E-004	0.00000E+000	1.12399E+000
Rollers	8.80000E-004	8.17000E-003	5.29000E-003	1.00000E-005	6.00000E-004	5.50000E-004	0.00000E+000	6.48870E-001	6.48870E-001	2.00000E-004	0.00000E+000	6.52980E-001
Rubber Tired Dozers	1.50000E-004	1.73000E-003	1.31000E-003	0.00000E+000	8.00000E-005	7.00000E-005	0.00000E+000	1.04720E-001	1.04720E-001	3.00000E-005	0.00000E+000	1.05380E-001
Tractors/Loaders/Backhoes	2.16700E-002	2.07100E-001	1.53500E-001	2.00000E-004	1.59500E-002	1.46700E-002	0.00000E+000	1.86825E+001	1.86825E+001	5.64000E-003	0.00000E+000	1.88009E+001

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Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Air Compressors	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Cement and Mortar Mixers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Cranes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.27480E-006	1.27480E-006	0.00000E+000	0.00000E+000	1.26677E-006
Forklifts	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Graders	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Pavers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	8.89680E-006
Rollers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rubber Tired Dozers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Tractors/Loaders/Backhoes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.07052E-006	1.07052E-006	0.00000E+000	0.00000E+000	1.06378E-006

Fugitive Dust Mitigation

Yes/No	Mitigation Measure	Mitigation Input		Mitigation Input		Mitigation Input	
No	Soil Stabilizer for unpaved Roads	PM10 Reduction	0.00	PM2.5 Reduction	0.00		
Yes	Replace Ground Cover of Area Disturbed	PM10 Reduction	5.00	PM2.5 Reduction	5.00		
Yes	Water Exposed Area	PM10 Reduction	55.00	PM2.5 Reduction	55.00	Frequency (per day)	2.00
No	Unpaved Road Mitigation	Moisture Content %	0.00	Vehicle Speed (mph)	15.00		
Yes	Clean Paved Road	% PM Reduction	9.00				

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		Unmitigated		Mitigated		Percent Reduction	
Phase	Source	PM10	PM2.5	PM10	PM2.5	PM10	PM2.5
Architectural Coating	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Roads	0.00	0.00	0.00	0.00	0.07	0.05
Grading	Fugitive Dust	0.00	0.00	0.00	0.00	0.57	0.56
Grading	Roads	0.00	0.00	0.00	0.00	0.08	0.00
Grading Soil Haul	Fugitive Dust	0.00	0.00	0.00	0.00	0.50	0.00
Grading Soil Haul	Roads	0.00	0.00	0.00	0.00	0.07	0.13
Paving	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Roads	0.00	0.00	0.00	0.00	0.07	0.06
Site Preparation	Fugitive Dust	0.00	0.00	0.00	0.00	0.59	0.67
Site Preparation	Roads	0.00	0.00	0.00	0.00	0.00	0.00

Tommy's Hamburgers

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Operational Percent Reduction Summary

Category	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.07	6.07	6.21	6.06	6.07
Hearth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Natural Gas	5.75	5.80	5.81	5.88	5.56	5.56	0.00	5.82	5.82	5.08	5.26	5.82
Water Indoor	0.00	0.00	0.00	0.00	0.00	0.00	20.00	17.56	17.73	18.97	18.18	17.86
Water Outdoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Operational Mobile Mitigation

Project Setting:

Mitigation Selected	Category	Measure	% Reduction	Input Value 1	Input Value 2	Input Value 3
No	Land Use	Increase Density	0.00			
No	Land Use	Increase Diversity	0.11	0.33		
No	Land Use	Improve Walkability Design	0.00			
No	Land Use	Improve Destination Accessibility	0.00			
No	Land Use	Increase Transit Accessibility	0.25			
No	Land Use	Integrate Below Market Rate Housing	0.00			
	Land Use	Land Use SubTotal	0.00			
No	Neighborhood Enhancements	Improve Pedestrian Network				
No	Neighborhood Enhancements	Provide Traffic Calming Measures				
No	Neighborhood Enhancements	Implement NEV Network	0.00			
	Neighborhood Enhancements	Neighborhood Enhancements Subtotal	0.00			
No	Parking Policy Pricing	Limit Parking Supply	0.00			
No	Parking Policy Pricing	Unbundle Parking Costs	0.00			
No	Parking Policy Pricing	On-street Market Pricing	0.00			
	Parking Policy Pricing	Parking Policy Pricing Subtotal	0.00			
No	Transit Improvements	Provide BRT System	0.00			
No	Transit Improvements	Expand Transit Network	0.00			
No	Transit Improvements	Increase Transit Frequency	0.00			

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	Transit Improvements	Transit Improvements Subtotal	0.00			
		Land Use and Site Enhancement Subtotal	0.00			
No	Commute	Implement Trip Reduction Program				
No	Commute	Transit Subsidy				
No	Commute	Implement Employee Parking "Cash Out"				
No	Commute	Workplace Parking Charge				
No	Commute	Encourage Telecommuting and Alternative Work Schedules	0.00			
No	Commute	Market Commute Trip Reduction Option	0.00			
No	Commute	Employee Vanpool/Shuttle	0.00		2.00	
No	Commute	Provide Ride Sharing Program				
	Commute	Commute Subtotal	0.00			
No	School Trip	Implement School Bus Program	0.00			
		Total VMT Reduction	0.00			

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Area Mitigation

Measure Implemented	Mitigation Measure	Input Value
No	Only Natural Gas Hearth	
No	No Hearth	
No	Use Low VOC Cleaning Supplies	
No	Use Low VOC Paint (Residential Interior)	50.00
No	Use Low VOC Paint (Residential Exterior)	100.00
No	Use Low VOC Paint (Non-residential Interior)	250.00
No	Use Low VOC Paint (Non-residential Exterior)	250.00
No	% Electric Lawnmower	
No	% Electric Leafblower	
No	% Electric Chainsaw	

Tommy's Hamburgers

Los Angeles-South Coast County, Mitigation Report

Energy Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
Yes	Exceed Title 24	30.00	
No	Install High Efficiency Lighting		
No	On-site Renewable		

Appliance Type	Land Use Subtype	% Improvement
ClothWasher		30.00
DishWasher		15.00
Fan		50.00
Refrigerator		15.00

Tommy's Hamburgers

Los Angeles-South Coast County, Mitigation Report

Water Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Apply Water Conservation on Strategy	0.00	0.00
No	Use Reclaimed Water	0.00	0.00
No	Use Grey Water	0.00	
Yes	Install low-flow bathroom faucet	32.00	
Yes	Install low-flow Kitchen faucet	18.00	
Yes	Install low-flow Toilet	20.00	
Yes	Install low-flow Shower	20.00	
No	Turf Reduction	0.00	
Yes	Use Water Efficient Irrigation Systems	6.10	
No	Water Efficient Landscape	0.00	0.00

Solid Waste Mitigation

Mitigation Measures	Input Value
Institute Recycling and Composting Services	
Percent Reduction in Waste Disposed	

Construction Localized Significance Thresholds: Site Preparation

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.00	25	82

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	25	Tractors	0.5	0.0625	1	8	0.5
NOx	**83**	Graders	0.5	0.0625	1	8	0.5
CO	**673**	Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	1.00

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

1.00 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Site Preparation

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.00	539	1770

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	539	Tractors	0.5	0.0625	1	8	0.5
		Graders	0.5	0.0625	1	8	0.5
		Dozers	0.5	0.0625			0
PM10	**165.24**	Scrapers	1	0.125			0
PM2.5	**91.29**					**Acres**	1.00

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

1.00 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Grading

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	0.44	25	82

Source Receptor	South San Gabriel Valley
Distance (meters)	25
NOx	**83**
CO	**673**

Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Tractors	0.5	0.0625	1	6	0.375
Graders	0.5	0.0625			0
Dozers	0.5	0.0625	1	1	0.0625
Scrapers	1	0.125			0
				Acres	0.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

0.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Grading

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	0.44	539	1770

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	539	Tractors	0.5	0.0625	1	6	0.375
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625	1	1	0.0625
PM10	**165.24**	Scrapers	1	0.125			0
PM2.5	**91.29**					**Acres**	0.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

0.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.00	25	82

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	25	Tractors	0.5	0.0625	2	8	1
NOx	**83**	Graders	0.5	0.0625			0
CO	**673**	Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	1.00

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

1.00 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.00	539	1770

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	539	Tractors	0.5	0.0625	2	8	1
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
PM10	**165.24**	Scrapers	1	0.125			0
PM2.5	**91.29**					**Acres**	1.00

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
		5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
		4	5	9	20	83

South San Gabriel Valley

1.00 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	5	13	29	60	153
PM2.5	4	5	9	20	83

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction + Paving

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.44	25	82

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	25	Tractors	0.5	0.0625	2	8	1
NOx	**100**	Tractors	0.5	0.0625	1	7	0.4375
CO	**830**	Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	1.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	2	121	118	126	147	206
		100	99	109	134	199
CO	1	673	760	1113	2110	6884
	2	1031	1143	1554	2660	7530
		830	928	1306	2351	7167
PM10	1	5	13	29	60	153
	2	7	22	37	68	162
		6	17	33	64	157
PM2.5	1	4	5	9	20	83
	2	5	8	12	24	89
		4	6	10	22	86

South San Gabriel Valley

1.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	100	99	109	134	199
CO	830	928	1306	2351	7167
PM10	6	17	33	64	157
PM2.5	4	6	10	22	86

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	2
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction + Paving

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.44	539	1770

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	539	Tractors	0.5	0.0625	2	8	1
		Tractors	0.5	0.0625	1	7	0.4375
		Graders	0.5	0.0625			0
PM10	**169.24**	Dozers	0.5	0.0625			0
PM2.5	**94.03**	Scrapers	1	0.125			0
						Acres	1.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	2	121	118	126	147	206
		100	99	109	134	199
CO	1	673	760	1113	2110	6884
	2	1031	1143	1554	2660	7530
		830	928	1306	2351	7167
PM10	1	5	13	29	60	153
	2	7	22	37	68	162
		6	17	33	64	157
PM2.5	1	4	5	9	20	83
	2	5	8	12	24	89
		4	6	10	22	86

South San Gabriel Valley

1.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	100	99	109	134	199
CO	830	928	1306	2351	7167
PM10	6	17	33	64	157
PM2.5	4	6	10	22	86

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	2
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction + Paving + Architectural Coating

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.44	25	82

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	25	Tractors	0.5	0.0625	2	8	1
NOx	**100**	Tractors	0.5	0.0625	1	7	0.4375
CO	**830**	Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	1.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	2	121	118	126	147	206
		100	99	109	134	199
CO	1	673	760	1113	2110	6884
	2	1031	1143	1554	2660	7530
		830	928	1306	2351	7167
PM10	1	5	13	29	60	153
	2	7	22	37	68	162
		6	17	33	64	157
PM2.5	1	4	5	9	20	83
	2	5	8	12	24	89
		4	6	10	22	86

South San Gabriel Valley

1.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	100	99	109	134	199
CO	830	928	1306	2351	7167
PM10	6	17	33	64	157
PM2.5	4	6	10	22	86

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	2
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction + Paving + Architectural Coating

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	1.44	539	1770

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	539	Tractors	0.5	0.0625	2	8	1
		Tractors	0.5	0.0625	1	7	0.4375
		Graders	0.5	0.0625			0
PM10	**169.24**	Dozers	0.5	0.0625			0
PM2.5	**94.03**	Scrapers	1	0.125			0
						Acres	1.44

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	2	121	118	126	147	206
		100	99	109	134	199
CO	1	673	760	1113	2110	6884
	2	1031	1143	1554	2660	7530
		830	928	1306	2351	7167
PM10	1	5	13	29	60	153
	2	7	22	37	68	162
		6	17	33	64	157
PM2.5	1	4	5	9	20	83
	2	5	8	12	24	89
		4	6	10	22	86

South San Gabriel Valley

1.44 Acres

	25	**50**	**100**	**200**	**500**
NOx	100	99	109	134	199
CO	830	928	1306	2351	7167
PM10	6	17	33	64	157
PM2.5	4	6	10	22	86

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	2
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Operation Localized Significance Thresholds

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	0.85	25	82

Source Receptor	**South San Gabriel Valley**
Distance (meters)	25
NOx	**83**
CO	**673**

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	1	4	7	15	37
	1	1	4	7	15	37
		1	4	7	15	37
PM2.5	1	1	2	3	5	20
	1	1	2	3	5	20
		1	2	3	5	20

South San Gabriel Valley

0.85 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	1	4	7	15	37
PM2.5	1	2	3	5	20

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2010 - Table C-1. 2006 – 2008

Operation Localized Significance Thresholds

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	0.85	539	1770

Source Receptor **South San Gabriel Valley**
Distance (meters) 539

PM10	**39.90**
PM2.5	**21.97**

	Acres	**25**	**50**	**100**	**200**	**500**
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
		83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
		673	760	1113	2110	6884
PM10	1	1	4	7	15	37
	1	1	4	7	15	37
		1	4	7	15	37
PM2.5	1	1	2	3	5	20
	1	1	2	3	5	20
		1	2	3	5	20

South San Gabriel Valley
0.85 Acres

	25	**50**	**100**	**200**	**500**
NOx	83	84	96	123	193
CO	673	760	1113	2110	6884
PM10	1	4	7	15	37
PM2.5	1	2	3	5	20

Acre Below		**Acre Above**	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
500			
Distance Increment Above			
500			

Updated: 10/21/2010 - Table C-1. 2006 – 2008

POMONA FAIRPLEX, CALIFORNIA (047050)

Period of Record Monthly Climate Summary

Period of Record : 11/01/1893 to 01/20/2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	65.5	67.6	70.1	74.2	77.8	84.1	91.0	91.1	88.4	80.6	73.2	66.4	77.5
Average Min. Temperature (F)	38.1	40.3	42.3	45.6	50.0	53.4	57.7	58.1	55.3	49.8	42.6	38.4	47.6
Average Total Precipitation (in.)	3.56	3.49	2.82	1.22	0.35	0.10	0.01	0.07	0.26	0.78	1.56	2.77	16.97
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.
Max. Temp.: 99.1% Min. Temp.: 99% Precipitation: 99% Snowfall: 95.5% Snow Depth: 95.3%
Check Station Metadata or Metadata graphics for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

WALNUT NI FC102C, CALIFORNIA (049431)

Period of Record Monthly Climate Summary

Period of Record : 12/01/1927 to 08/31/2000

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)					Insuff	icient	Data						
Average Min. Temperature (F)					Insuff	icient	Data						
Average Total Precipitation (in.)	3.75	3.56	2.95	1.18	0.29	0.11	0.02	0.14	0.39	0.50	1.53	2.64	17.06
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.
Max. Temp.: 0% Min. Temp.: 0% Precipitation: 98.4% Snowfall: 98.8% Snow Depth: 98.8%
Check Station Metadata or Metadata graphics for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

Appendix B Traffic Counts and Traffic Analysis

Appendix

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Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

City of: Industry
N/S: Costco Driveway
E/W: Castleton Street
Wheather: Clear

File Name : CIDDWCAAM
Site Code : 99915709
Start Date : 12/29/2015
Page No : 1

Groups Printed- Total Volume

	Castleton Street Westbound			Costco Driveway Northbound			Castleton Street Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
07:00 AM	0	5	5	0	0	0	10	0	10	15
07:15 AM	0	7	7	0	0	0	15	0	15	22
07:30 AM	0	16	16	0	1	1	15	0	15	32
07:45 AM	2	6	8	0	0	0	22	0	22	30
Total	2	34	36	0	1	1	62	0	62	99
08:00 AM	0	13	13	0	0	0	21	0	21	34
08:15 AM	0	10	10	0	0	0	32	0	32	42
08:30 AM	0	13	13	0	0	0	39	1	40	53
08:45 AM	1	17	18	0	0	0	55	0	55	73
Total	1	53	54	0	0	0	147	1	148	202
Grand Total	3	87	90	0	1	1	209	1	210	301
Apprch %	3.3	96.7		0	100		99.5	0.5		
Total %	1	28.9	29.9	0	0.3	0.3	69.4	0.3	69.8	

	Castleton Street Westbound			Costco Driveway Northbound			Castleton Street Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	0	13	13	0	0	0	21	0	21	34
08:15 AM	0	10	10	0	0	0	32	0	32	42
08:30 AM	0	13	13	0	0	0	39	**1**	40	53
08:45 AM	**1**	**17**	**18**	0	0	0	**55**	0	**55**	**73**
Total Volume	1	53	54	0	0	0	147	1	148	202
% App. Total	1.9	98.1		0	0		99.3	0.7		
PHF	.250	.779	.750	.000	.000	.000	.668	.250	.673	.692

Counts Unlimited, Inc.
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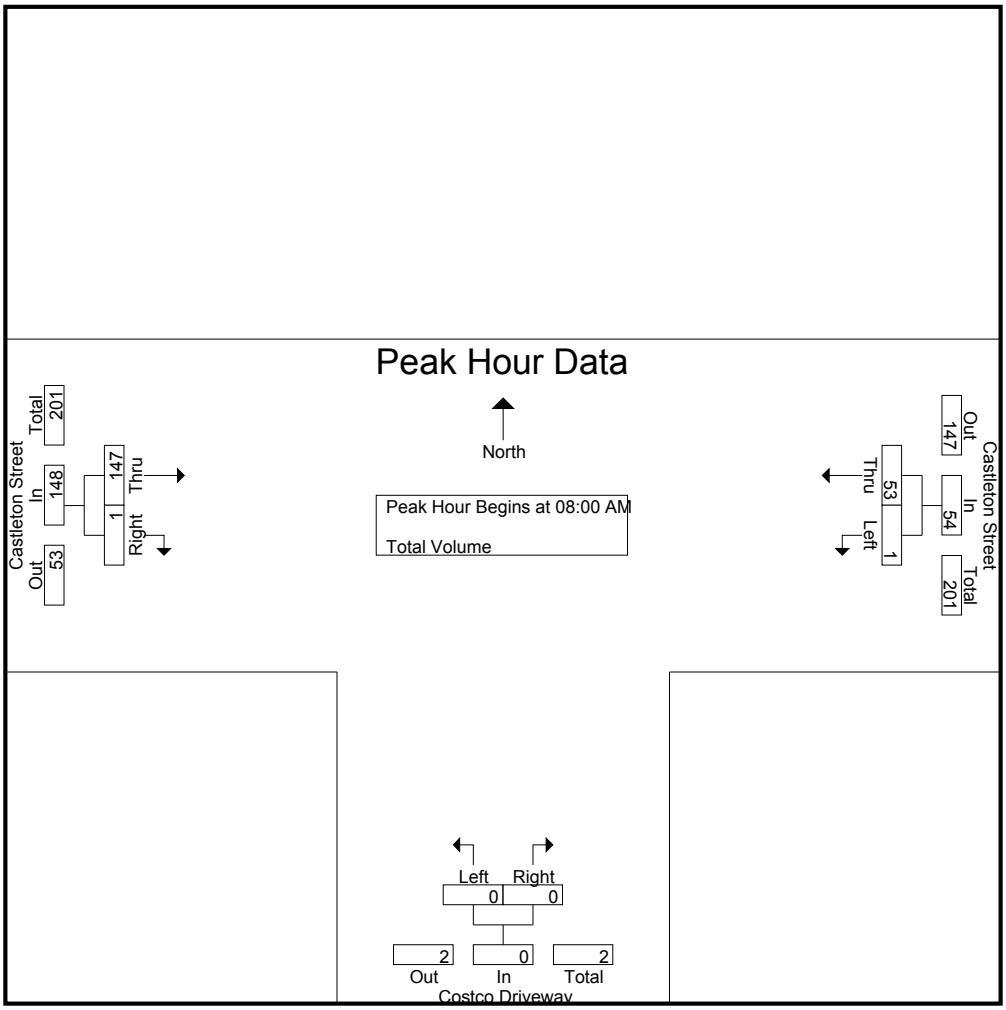
(951) 268-6268

City of: Industry
N/S: Costco Driveway
E/W: Castleton Street
Wheather: Clear

File Name : CIDDWCAAM
Site Code : 99915709
Start Date : 12/29/2015
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	08:00 AM			07:00 AM			08:00 AM		
+0 mins.	0	13	13	0	0	0	21	0	21
+15 mins.	0	10	10	0	0	0	32	0	32
+30 mins.	0	13	13	0	**1**	**1**	39	**1**	40
+45 mins.	**1**	**17**	**18**	0	0	0	**55**	0	**55**
Total Volume	1	53	54	0	1	1	147	1	148
% App. Total	1.9	98.1		0	100		99.3	0.7	
PHF	.250	.779	.750	.000	.250	.250	.668	.250	.673

Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

City of: Industry
N/S: Costco Driveway
E/W: Castleton Street
Wheather: Clear

File Name : CIDDWCAPM
Site Code : 99915709
Start Date : 12/29/2015
Page No : 1

Groups Printed- Total Volume

	Castleton Street Westbound			Costco Driveway Northbound			Castleton Street Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
04:00 PM	5	73	78	15	13	28	108	25	133	239
04:15 PM	5	82	87	18	6	24	103	26	129	240
04:30 PM	2	88	90	8	6	14	96	16	112	216
04:45 PM	2	82	84	12	11	23	94	23	117	224
Total	14	325	339	53	36	89	401	90	491	919
05:00 PM	3	95	98	16	11	27	137	25	162	287
05:15 PM	4	80	84	12	5	17	104	25	129	230
05:30 PM	6	84	90	16	10	26	109	20	129	245
05:45 PM	1	80	81	8	7	15	116	19	135	231
Total	14	339	353	52	33	85	466	89	555	993
Grand Total	28	664	692	105	69	174	867	179	1046	1912
Apprch %	4	96		60.3	39.7		82.9	17.1		
Total %	1.5	34.7	36.2	5.5	3.6	9.1	45.3	9.4	54.7	

	Castleton Street Westbound			Costco Driveway Northbound			Castleton Street Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 05:00 PM										
05:00 PM	3	**95**	**98**	**16**	**11**	**27**	**137**	**25**	**162**	**287**
05:15 PM	4	80	84	12	5	17	104	25	129	230
05:30 PM	**6**	84	90	16	10	26	109	20	129	245
05:45 PM	1	80	81	8	7	15	116	19	135	231
Total Volume	14	339	353	52	33	85	466	89	555	993
% App. Total	4	96		61.2	38.8		84	16		
PHF	.583	.892	.901	.813	.750	.787	.850	.890	.856	.865

Counts Unlimited, Inc.
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City of: Industry
N/S: Costco Driveway
E/W: Castleton Street
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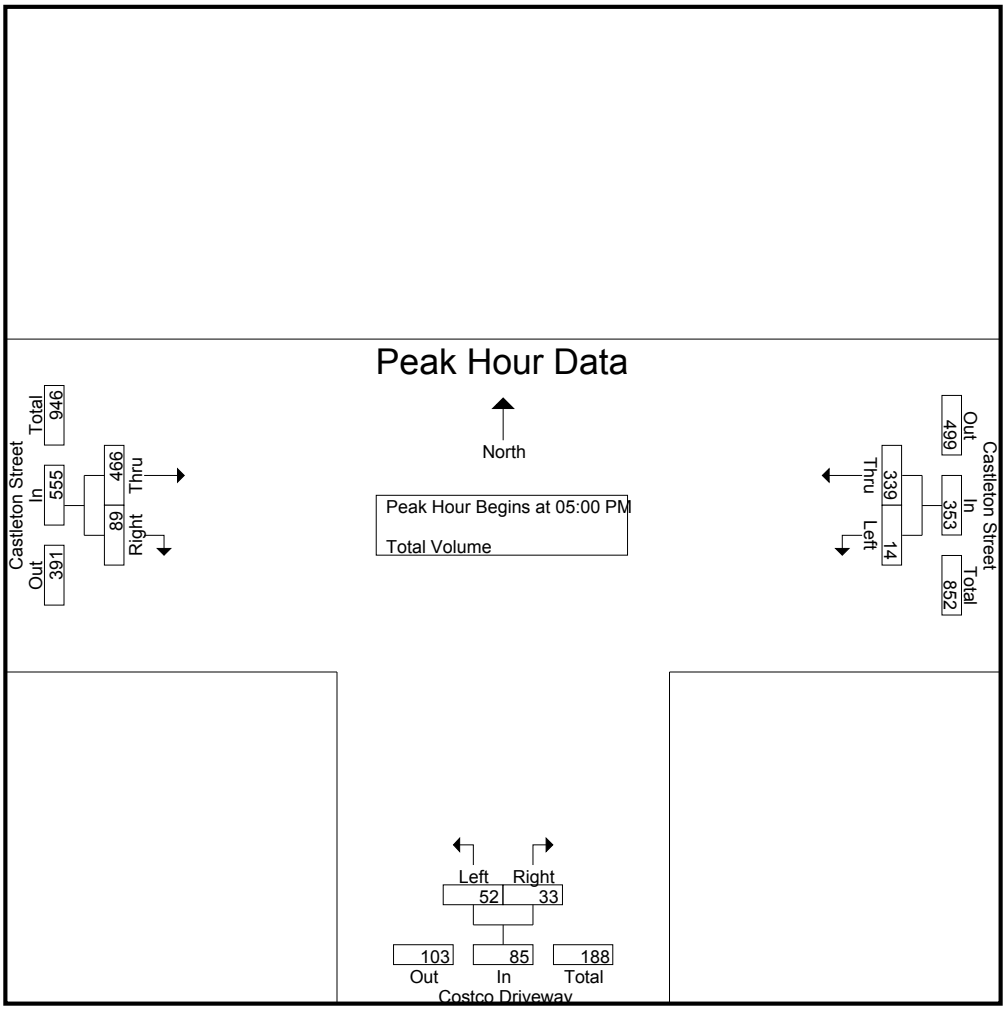
File Name : CIDDWCAPM
Site Code : 99915709
Start Date : 12/29/2015
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM			04:45 PM			05:00 PM		
+0 mins.	**5**	82	87	12	**11**	23	**137**	**25**	**162**
+15 mins.	2	88	90	**16**	11	**27**	104	25	129
+30 mins.	2	82	84	12	5	17	109	20	129
+45 mins.	3	**95**	**98**	16	10	26	116	19	135
Total Volume	12	347	359	56	37	93	466	89	555
% App. Total	3.3	96.7		60.2	39.8		84	16	
PHF	.600	.913	.916	.875	.841	.861	.850	.890	.856

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	466	89	14	339	52	33
Future Volume (Veh/h)	466	89	14	339	52	33
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	507	97	15	368	57	36
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)				159		
pX, platoon unblocked						
vC, conflicting volume			604		954	302
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			604		954	302
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		77	95
cM capacity (veh/h)			970		253	694

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1
Volume Total	338	266	15	368	93
Volume Left	0	0	15	0	57
Volume Right	0	97	0	0	36
cSH	1700	1700	970	1700	335
Volume to Capacity	0.20	0.16	0.02	0.22	0.28
Queue Length 95th (ft)	0	0	1	0	28
Control Delay (s)	0.0	0.0	8.8	0.0	19.8
Lane LOS			A		C
Approach Delay (s)	0.0		0.3		19.8
Approach LOS					C

Intersection Summary			
Average Delay	1.8		
Intersection Capacity Utilization	29.4%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	498	89	14	368	52	33
Future Volume (Veh/h)	498	89	14	368	52	33
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	541	97	15	400	57	36
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			638		1020	319
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			638		1020	319
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		75	95
cM capacity (veh/h)			942		229	677

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1
Volume Total	361	277	15	400	93
Volume Left	0	0	15	0	57
Volume Right	0	97	0	0	36
cSH	1700	1700	942	1700	308
Volume to Capacity	0.21	0.16	0.02	0.24	0.30
Queue Length 95th (ft)	0	0	1	0	31
Control Delay (s)	0.0	0.0	8.9	0.0	21.7
Lane LOS			A		C
Approach Delay (s)	0.0		0.3		21.7
Approach LOS					C

Intersection Summary			
Average Delay	1.9		
Intersection Capacity Utilization	30.9%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	32	499	339	10	10	29
Future Volume (Veh/h)	32	499	339	10	10	29
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	35	542	368	11	11	32
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	379				714	374
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	379				714	374
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	97				97	95
cM capacity (veh/h)	1176				355	624

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	216	361	379	43
Volume Left	35	0	0	11
Volume Right	0	0	11	32
cSH	1176	1700	1700	523
Volume to Capacity	0.03	0.21	0.22	0.08
Queue Length 95th (ft)	2	0	0	7
Control Delay (s)	1.6	0.0	0.0	12.5
Lane LOS	A			B
Approach Delay (s)	0.6		0.0	12.5
Approach LOS				B

Intersection Summary			
Average Delay	0.9		
Intersection Capacity Utilization	46.5%	ICU Level of Service	A
Analysis Period (min)	15		

Exhibit B.2
Mitigation Monitoring and Reporting Program

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April 2016 | Mitigation Monitoring Program

TOMMY'S HAMBURGERS

City of Industry

Prepared for:

City of Industry
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PLACEWORKS

PLACEWORKS

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1. Mitigation Monitoring Program

1.1 PURPOSE

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

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

1.2 PROJECT SUMMARY

The project involves development of a 2,492-square-foot fast-service restaurant with a drive-through lane on the east half of an approximately 0.85-acre vacant site. The project would develop 34 parking stalls, mostly along the north edge of the site. The restaurant would operate 7 AM to 10 PM. Eight employees per shift for two shifts would staff the restaurant.

1.3 PROJECT LOCATION

The project site is at 17537 Castleton Street in the City of Industry in Los Angeles County. The site is bound to the north by the State Route 60 freeway, and the Puente Hills Mall commercial development is about 600

feet to the west. The site is vacant and sparsely vegetated. A pylon sign for the Puente Hills East commercial area is near the northeast corner of the site.

1.4 ENVIRONMENTAL IMPACTS

The environmental document for this project is a "Mitigated Negative Declaration," meaning that at least one impact was found to be potentially significant unless mitigation was incorporated. In this instance, mitigation was required for environmental impacts in one evaluation category, Transportation and Traffic. With adoption of the mitigation measure, the Initial Study found that all identified impacts would be reduced to a less than significant level. No impacts were found to be significant and unavoidable.

1.5 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Mitigated Negative Declaration, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMP. To effectively track and document the status of mitigation measures, a mitigation matrix has been prepared.

Table 3-1 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRANSPORTATION AND CIRCULATION					
TRANS-1	Prior to obtaining building permits for the project, the project applicant/developer shall include in the project plans that access would be limited to right-in/right-out movements and, if required by the City, shall provide funds to the City of Industry to adequately restripe and install signage to ensure that access would be limited to right-in/right-out. Traffic control features, including pavement markings and signage at the driveway and Castleton Street, shall be consistent with applicable City of Industry standards as well as the California Department of Transportation's California Manual on Uniform Traffic Control Devices (Caltrans 2014).	Project applicant/developer	Prior to obtaining building permits for the project	Planning Department	

Attachment 8
Resolution No. CC 2016-30

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RESOLUTION NO. CC 2016-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 15-19, TO ALLOW A FAST-FOOD RESTAURANT WITH MORE THAN 50 SEATS AT 17537 CASTLETON STREET, CITY OF INDUSTRY, CALIFORNIA AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on September 29, 2015, Tommy's Hamburgers, ("Applicant") filed a complete application requesting the approval of Conditional Use Permit ("CUP") No. 15-14 described herein ("Application"); and

WHEREAS, the Application applies to a new 2,492 square-foot fast-food restaurant located on a 0.87 acre property, at 17537 Castleton Street, City of Industry, California, Assessor's Parcel Numbers 8265-068-006 ("Property"); and

WHEREAS, the Applicant desires to construct and operate a fast-food restaurant with more than 50 seats in the "C" Commercial zone and, in accordance with Section 17.12.025(7) of the City's Municipal Code ("Code"), a CUP is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as it would provide essential goods and services commonly available at other restaurants, and does not conflict with the established goals and objectives of the Land Use Element. Fast-food restaurants with more than 50 seats are permitted in the "C" Commercial zone, subject to the approval of an CUP pursuant to Section 17.12.025(7) of City's Code; and

WHEREAS, pursuant to Section 17.04.120 of the City's Code, when there are multiple applications for land use entitlements that require final decisions by both the Planning Commission and City Council, the application must first be considered by the Planning Commission, and then submitted to the City Council for final approval. Because the Applicant has submitted entitlement applications for both a Development Plan and CUP for the same property, the Planning Commission is required to make a recommendation on the CUP to the City Council; and

WHEREAS, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.,* the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an Initial Study was performed, the result of which was preparation and circulation of a Mitigated Negative Declaration ("IS/MND") analyzing the proposed Project and concluding that approval of

the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on March 24, 2016, through, and including, April 13, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on March 24, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On March 24, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council meeting to review the Application and Initial Study/Mitigated Negative Declaration, was published in the San Gabriel Valley Tribune and posted at the Project site, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address the implementation of a mitigation measure regarding access conflicts on Castleton Street; and

WHEREAS, at a regular meeting on April 14, 2016, the Planning Commission of the City of Industry conducted a duly noticed public hearing and adopted Resolution PC 2016-11 recommending that the City Council approve the Application and the Initial Study/Mitigated Negative Declaration; and

WHEREAS, notice of the City Council's May 10, 2016 public hearing on CUP No. 15-19 was published in *The San Gabriel Valley Tribune* on April 28, 2016, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on April 28, 2016; and

WHEREAS, the notice of the City Council's May 10, 2016, public hearing on CUP No. 15-19 was also mailed to property owners within 300 feet of the Property on April 28, 2016; and

WHEREAS, on May 10, 2016, the City Council of the City of Industry conducted a duly noticed public hearing on the Application, and considered all testimony written and oral; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Industry as follows:

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3: Based upon substantial evidence presented to the City Council during the May 10, 2016, public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:

(a) The proposed use is consistent with the goals and objectives of the General Plan. The General Plan designates the site as Commercial, which allows a fast-food restaurant with more than 50 seats. The Zoning Ordinance, which implements the General Plan, allows for a fast-food restaurant with more than 50 seats with approval of a CUP. In addition, the attached Conditions of Approval set operational and management standards to ensure that the business will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

(b) The Property is adequate in size and shape, topography and location, to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Sections 17.12.050 and 17.36.060 of the Municipal Code, and there will be adequate utilities to accommodate the proposed use. The Property complies with the Development Standards outlined in Chapter 17.36, Zoning Code of the Industry Municipal Code. The project will replace the existing fast-food restaurant with a smaller fast-food restaurant with same capacity and there will be no increased demands placed upon the existing water, gas, electricity, and sewer utilities that adequately serve the site.

(c) The Property is served by street access adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property will be served by Castleton Street, which is of adequate capacity to serve the commercial use. The fast-food restaurant requires 12 parking spaces, and 34 are provided, therefore the Property has sufficient parking capacity.

(d) The fast-food restaurant use is compatible with surrounding properties and uses because the surrounding area is composed of other similar commercial uses. The uses of the surrounding properties may change, but the character will remain commercial in nature consistent with the General Plan and zoning designations of the site.

(e) The nature, condition and proposed development of adjacent uses, buildings and structures has been considered, and the proposed use, the fast-food restaurant with more than 50 seats, will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public

health, safety or general welfare, in that the surrounding area is composed of other similar commercial uses. The fast-food restaurant will complement the adjacent uses.

SECTION 4: Based upon the foregoing findings, the City Council hereby approves CUP No. 15-19, subject to the conditions contained in Exhibit A.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on May 10, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Mark D. Radecki, Mayor

ATTEST:

_____
Cecelia Dunlap, Deputy City Clerk

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

EXHIBIT A

Standard Requirements and Conditions of Approval

Application: **Conditional Use Permit 15-19**

Applicant: **Tommy's Hamburgers**

Location: **17537 Castleton Street**

Use: **Fast-Food Restaurant with more than 50 Seats**

Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the Planning Commission per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The Applicant and/or successor in interest, shall comply with all Federal, State, County, and local laws and ordinances.

2. Prior to building final or operation of the use/business approved by the CUP, the Applicant shall contact the Planning Department and schedule a final inspection. The Planning Department will inspect the premises to ensure compliance with all approved Conditions of Approval and requirements.

3. High definition 24-hour time lapse security cameras, capable of color recording and storing a minimum of 30 days of continuous video, shall be installed and properly maintained on the interior of the business, at locations recommended by the Sheriff's Department. The security cameras shall be in operation at all times when the business is operating. To the extent allowed by law, the establishment operators may be required to provide any tapes or other recording media from the security cameras to the Sheriff's Department. The exact location and quantity of all security cameras shall be subject to approval by the Sheriff's Department prior to final occupancy.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The entire Property is subject to inspection by the Los Angeles County Sheriff's Department and/or City representative at any reasonable time without prior notification.

2. Off-street parking shall be provided at all times in accordance with the originally approved site plan and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly).

3. All landscaped areas shall be maintained in accordance with the originally approved landscaped plan and in a healthy and well-kept condition and kept weed free.

4. All trash containers shall be kept inside a building or in a designated trash enclosure.

5. Emergency fire facilities (hydrants) shall be kept free and unobstructed at all times.

6. All mechanical equipment shall be screened from public view.

7. No outside storage of any personal property, building materials, or other property not permanently affixed to the Property shall be allowed, unless approved by the Planning Department.

8. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Department.

9. Any graffiti painted or marked upon the premises or any adjacent area under the control of the permittee shall be removed or painted over within 72 hours of being applied.

10. Adequate lighting will be provided in the parking areas at all times in accordance with the originally approved site plan.

11. The permittee shall keep the property adjacent to the permitted premises and under control of the permittee, clear of newspaper racks, benches, pay telephones, and any other objects which may encourage loitering.

12. The hours of operation shall be restricted to those as stated on the Application or as subsequently approved by the Planning Commission.

13. There shall be no adult entertainment, male or female performers or fashion shows permitted on the premises at any time.

14. No X-rated or adult films shall be maintained or shown anywhere on the premises.

15. The permittee shall not permit "Taxi Dancing" to occur on the permitted premises wherein partners are provided for dancing or social purposes.

16. No dancing or live entertainment by employees or customers will be permitted at any time.

17. No employee or agent shall be permitted to accept money or any other thing of value

from a customer for the purpose of sitting or otherwise spending time with customers while in the premises, nor shall the permittee provide or permit, or make available either gratuitous or for compensation, male or female persons who act as escorts, companions, or guests of and for the customers.

18. No employee or agent shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while on the Property.

19. No illegal drugs or drug paraphernalia shall be on the Property at any time.

20. All signs, banners, pennants, flags or other outside advertising materials or structures must be approved by the City.

21. Permittee will be held responsible for acquainting all employees with these rules and all local, county, state, or federal laws.

22. No changes to the approved floor plan shall be permitted without written permission from both the Los Angeles County Sheriff's Department and the City of Industry.

23. The noise level created by the business shall not exceed the following at the property line of any adjacent or nearby residential land use, hospital, school in session, church or public library as measured by a sound level meter:

    (a) 55 dBA between 7:00 a.m. - 10:00 p.m.
    50 dBA between 10:00 p.m. - 7:00 a.m.
    for a cumulative period of more than 30 minutes in any hour;

    (b) 60 dBA between 7:00 a.m. - 10:00 p.m.
    55 dBA between 10:00 p.m. - 7:00 a.m.
    for a cumulative period of more than 15 minutes in any hour;

    (c) 65 dBA between 7:00 a.m. - 10:00 p.m.
    60 dBA between 10:00 p.m. - 7:00 a.m.
    for a cumulative period of more than 5 minutes in any hour;

    (d) 70 dBA between 7:00 a.m. - 10:00 p.m.
    65 dBA between 10:00 p.m. - 7:00 a.m.
    at any time.

24. Any violation of these conditions or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the Conditional Use Permit.

25. No outside cooking, food preparation, or sales of product or merchandise, unless approved in advance by the Planning Department.

26. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the applicant shall provide proof of payment.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and Conditions of Approval.

2. The Planning Department may interpret the implementation of each Condition of Approval and, with advanced notice, grant minor amendments to approved plans and/or Conditions of Approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved Condition of Approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved Condition of Approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

Indemnification and Hold Harmless Condition

1. The owner of the Property that is the subject of this project and the project applicant if different from the Property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning concerning this project. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.