

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

OCTOBER 22, 2015
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 (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted 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 by the City Clerk and prior to the individual being heard by the City Council.

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.

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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 Register of Demands.

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

5.2 Consideration of the minutes of the July 9, 2015 regular meeting; July 9, 2015 special meeting; July 23, 2015; August 13, 2015; and August 27, 2015 regular meetings.

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of a proposal between the City of Industry and the Dolphin Group to provide communications and media relations services.

RECOMMENDED ACTION: Approve the proposal, and authorize the City Manager to execute the proposal.

6. **PUBLIC HEARING**

6.1 Public Hearing regarding Zone Exception 15-13 to allow deviations from standards for landscaping, site coverage, and the loss of loading bays with 100 feet of clearance and Development Plan 15-13 for an 8,850 square foot addition to an existing building located at 18421 Railroad Street.

Consideration of Resolution No. CC 2015-35 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING ZONE EXCEPTION 15-3 TO ALLOW DEVIATIONS FROM STANDARDS FOR LANDSCAPING, SITE COVERAGE, AND THE LOSS OF LOADING BAYS WITH 100 FEET OF CLEARANCE; AND DEVELOPMENT PLAN NO. 15-13 FOR AN 8,850 SQUARE FOOT ADDITION TO AN EXISTING BUILDING; FOR THE PROPERTY LOCATED AT 18421 RAILROAD STREET IN THE CITY OF INDUSTRY, WITHIN THE “M”-MANUFACTURING ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF, AND THE NOTICE OF EXEMPTION REGARDING SAME.

RECOMMENDED ACTION: Adopt Resolution No. CC 2015-35.

7. **ACTION ITEMS**

- 7.1 Consideration of Development Plan Application 15-2 submitted by JWL Associates Inc. on behalf of Arrow Realty Inc. for an addition to, and remodel of, a retail building located at 17961 Gale Avenue.

Consideration of Resolution No. CC 2015-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 15-2 FOR THE ADDITION TO AND REMODEL OF A RETAIL BUILDING LOCATED AT 17961 GALE AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME.

RECOMMENDED ACTION: Adopt Resolution No. CC 2015-36.

- 7.2 Consideration of Development Plan Application 15-19 submitted by Transystems on behalf of Union Pacific Railroad, for a new maintenance building at an existing intermodal rail facility located at 17225 Arenth Avenue.

Consideration of Resolution No. CC 2015-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 15-19 FOR THE CONSTRUCTION OF A 6,750 SQUARE FOOT MAINTENANCE BUILDING LOCATED AT 17225 ARENTH AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME.

RECOMMENDED ACTION: Adopt Resolution No. CC 2015-37.

- 7.3 Discussion and direction regarding an interlocal Loan Agreement in the amount of \$5,952,908 between the City of Industry and the City of La Puente for mitigation of noise, traffic and railroad impacts and for other purposes along Valley Boulevard.

RECOMMENDED ACTION: Discuss and provide direction to staff.

- 7.4 Consideration of a Professional Services Agreement between the City of Industry and CASC Engineering and Consulting, Inc. to perform NPDES engineering services for 23400-23600 East Fork Road, Azusa, California, in the amount of \$34,660.00.

RECOMMENDED ACTION: Approve the Agreement.

- 7.5 Consideration of a Professional Services Agreement between the City of Industry and Sage Environmental Group LLC, to perform environmental engineering services to obtain resource agency approvals for 23400-23600 East Fork Road, Azusa, California, in the amount of \$23,000.00.

RECOMMENDED ACTION: Approve the Agreement.

- 7.6 Consideration of Resolution No. CC 2015-38 – 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 2015-38.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

- 11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 948 Azusa Avenue, City of Industry
(APN: 8264-025-911)
City Negotiators: Paul J. Phillips, City Manager and
James M. Casso, City Attorney
Negotiating Party: CT Chestnut LLC
Under Negotiation: Price and Terms of Payment

12. Adjournment. Next regular meeting: Thursday, November 12, 2015 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF OCTOBER 22, 2015**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,670,023.72
103	PROP A FUND	183,093.18
120	CAPITAL IMPROVEMENT FUND	161,038.40
140	CITY DEBT SERVICE	1,500.00
161	IPUC - ELECTRIC	469,073.70
TOTAL ALL FUNDS		3,484,729.00

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	250,922.36
PROP/A	PROP A - CKING ACCOUNT	183,093.18
REF	REFUSE - CKING ACCOUNT	1,174,280.62
WFBK	WELLS FARGO- CKING ACCOUNT	1,876,432.84
TOTAL ALL BANKS		3,484,729.00

**CITY OF INDUSTRY
BANK OF AMERICA
October 22, 2015**

Check	Date	Payee Name		Check Amount
CITYELEC.CHK - City Electric				
1364	10/06/2015	CITY OF INDUSTRY		\$175,922.36
	Invoice	Date	Description	Amount
	10/06/15	10/06/2015	TRANSFER FUNDS-ELECTRIC	\$175,922.36

CITYGEN.CHK - City General				
24282	10/06/2015	CIVIC RECREATIONAL INDUSTRIAL		\$75,000.00
	Invoice	Date	Description	Amount
	10/06/15	10/06/2015	TRANSFER FUNDS-CRIA A/P	\$75,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$250,922.36

CITY OF INDUSTRY

PROP A

October 22, 2015

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
11598	10/08/2015		ACE CONSTRUCTION AUTHORITY	\$183,093.18
	Invoice	Date	Description	Amount
	ACE-207-12	09/29/2015	BETTERMENT AGRMT-FULLERTON RD SEPARATION	\$71,446.73
	ACE-204-12	09/29/2015	BETTERMENT AGRMT-FAIRWAY DR SEPARATION	\$111,646.45

Check	Status	Count	Transaction Amount
	Total	1	\$183,093.18

**CITY OF INDUSTRY
WELLS FARGO REFUSE
October 22, 2015**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT191	10/02/2015		CITY OF INDUSTRY DISPOSAL CO.	\$1,173,320.16
	Invoice	Date	Description	Amount
	2297998	09/30/2015	REFUSE SVC 9/1-9/30/15	\$1,173,320.16
4165	10/08/2015		VOIDED- PAPER JAM	\$0.00
4166	09/28/2015		AN'S WORLD SERVICE, INC.	\$287.58
	Invoice	Date	Description	Amount
	09/28/15	09/28/2015	REFUND-ACCOUNT #004921	\$287.58
4167	10/07/2015		PROSPEROUS GREEN, INC.	\$59.43
	Invoice	Date	Description	Amount
	10/07/15	10/07/2015	REFUND-ACCOUNT #070900	\$59.43
4168	10/07/2015		CRYSTAL GARMENT FASHION	\$613.45
	Invoice	Date	Description	Amount
	10/07/15	10/07/2015	REFUND-ACCOUNT #060362	\$613.45

Checks	Status	Count	Transaction Amount
	Total	5	\$1,174,280.62

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
62784	10/02/2015			WALNUT VALLEY WATER DISTRICT	\$455.00
	Invoice	Date	Description	Amount	
	10/02/15	10/02/2015	DEPOSIT FOR PROPERTY AT 19835 E. WALNUT DR	\$455.00	
62785	10/06/2015			GAS COMPANY, THE	\$38.17
	Invoice	Date	Description	Amount	
	2016-00000401	10/02/2015	08/31-09/30/15 SVC - 710 NOGALES ST	\$20.52	
	1135HATCH-OCT15	10/02/2015	08/31-09/30/15 SVC - 1135 HATCHER AVE	\$17.65	
62786	10/06/2015			SAN GABRIEL VALLEY WATER CO.	\$6,428.77
	Invoice	Date	Description	Amount	
	2016-00000389	09/29/2015	08/27-09/28/15 SVC - PELLISSIER	\$242.30	
	2016-00000390	09/29/2015	08/27-09/28/15 SVC - PELLISSIER	\$396.59	
	2016-00000391	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY STA 111-	\$318.40	
	2016-00000392	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY STA 129-	\$970.00	
	2016-00000393	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY NORTH	\$405.19	
	2016-00000394	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY SOUTH	\$1,314.17	
	2016-00000395	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY STA 103-	\$194.60	
	2016-00000396	09/29/2015	08/27-09/28/15 SVC - CROSSROADS PKWY SOUTH	\$685.38	
	2016-00000397	09/29/2015	08/27-09/28/15 SVC - IRRIG SALT LAKE/SEVENTH	\$216.23	
	2016-00000398	09/29/2015	08/27-09/28/15 SVC - PECK/UNION PACIFIC BRIDGE	\$633.25	
	2016-00000399	09/29/2015	08/27-09/28/15 SVC - S/E COR OF PELLISSIER	\$786.38	
	2016-00000400	09/29/2015	08/27-09/28/15 SVC - PELLISSIER	\$266.28	
62787	10/06/2015			SHELL ENERGY NORTH AMERICA-	\$80,400.00
	Invoice	Date	Description	Amount	
	1524150	10/05/2015	WHOLESALE USE-SEP 2015	\$80,400.00	
62788	10/06/2015			SO CALIFORNIA EDISON COMPANY	\$3,847.19
	Invoice	Date	Description	Amount	
	2016-00000376	09/29/2015	08/27-09/28/15 SVC - 137 N HUDSON AVE	\$386.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000377	09/30/2015	08/27-09/28/15 SVC - 5010 ENGLISH	\$128.44
	2016-00000378	09/30/2015	08/27-09/28/15 SVC - 205 N HUDSON AVE	\$805.36
	2016-00000379	10/02/2015	09/01-10/01/15 SVC - 600 BREA CYN RD	\$488.30
	2016-00000380	10/02/2015	09/01-10/01/15 SVC - 1 VALLEY/AZUSA	\$16.62
	2016-00000381	10/03/2015	09/02-10/02/15 SVC - 208 S WADDINGHAM WAY CP	\$118.20
	2016-00000382	10/03/2015	09/01-10/01/15 SVC - VARIOUS SITES	\$1,904.27
62789	10/06/2015		SO CALIFORNIA EDISON COMPANY	\$52.98
	Invoice	Date	Description	Amount
	2016-00000375	09/24/2015	08/24-09/23/15 SVC - 5010 ENGLISH RD	\$52.98
62790	10/06/2015		SUBURBAN WATER SYSTEMS	\$111.05
	Invoice	Date	Description	Amount
	180020886652	09/23/2015	08/22-09/22/15 SVC - 205 HUDSON AVE	\$111.05
62791	10/06/2015		VERIZON	\$325.92
	Invoice	Date	Description	Amount
	2016-00000383	09/19/2015	09/19-10/18/15 SVC - GENERATOR SITE-TELEMETRY	\$42.00
	2016-00000384	09/19/2015	09/19-10/18/15 SVC - FOLLOW'S CAMP	\$64.92
	2016-00000385	09/19/2015	09/19-10/18/15 SVC - ELECTRIC MODEM	\$52.88
	2016-00000386	09/19/2015	09/19-10/18/15 SVC - ELECTRIC MODEM	\$55.18
	2016-00000387	09/22/2015	09/22-10/21/15 SVC - ELECTRIC MODEM	\$52.88
	2016-00000388	09/22/2015	09/22-10/21/15 SVC - GENERATOR SITE-TELEMETRY	\$58.06
62792	10/06/2015		VERIZON BUSINESS	\$115.49
	Invoice	Date	Description	Amount
	66647329	09/10/2015	08/01-08/31/15 SVC - VARIOUS SITES	\$115.49
62793	10/06/2015		VERIZON WIRELESS - LA	\$114.03
	Invoice	Date	Description	Amount
	9752992805	09/26/2015	08/27-09/26/15 SVC - MOBILE BROADBAND	\$114.03

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date				Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo						
62794	10/13/2015				AT & T	\$9.07
	Invoice	Date	Description		Amount	
	2016-00000406	10/01/2015	10/01-10/31/15 SVC - CITY WHITE PAGES		\$9.07	
62795	10/13/2015				DIRECTV - FOR BUSINESS	\$1,235.88
	Invoice	Date	Description		Amount	
	26824414702	10/01/2015	ANNUAL-BUSINESS VIEWING SVC		\$1,235.88	
62796	10/13/2015				GAS COMPANY, THE	\$16.70
	Invoice	Date	Description		Amount	
	2016-00000407	10/06/2015	09/02-10/02/15 SVC - 1 INDUSTRY HILLS PKWY		\$16.70	
62797	10/13/2015				PADILLA, YVETTE	\$1,995.00
	Invoice	Date	Description		Amount	
	3244239	10/12/2015	REIMBURSE FOR CERTIFICATE PROGRAM AT MT.		\$1,995.00	
62798	10/13/2015				SHELL	\$109.66
	Invoice	Date	Description		Amount	
	8000073489510	10/06/2015	FUEL-CITY VEHICLES		\$109.66	
62799	10/13/2015				SO CALIFORNIA EDISON COMPANY	\$13,485.50
	Invoice	Date	Description		Amount	
	15660STAFF-OCT15	10/06/2015	08/27-09/28/15 SVC - 15660 STAFFORD ST		\$4,006.19	
	2016-00000408	10/06/2015	09/02-10/02/15 SVC - 15625 STAFFORD ST		\$8,036.83	
	2016-00000409	10/07/2015	09/01-10/01/15 SVC - NOGALES ST/SAN JOSE AVE		\$617.02	
	1123AHATCH-OCT15	10/07/2015	09/04-10/06/15 SVC - 1123 HATCHER AVE STE A		\$204.88	
	1135HATCH-OCT15	10/07/2015	09/04-10/06/15 SVC - 1135 HATCHER AVE		\$620.58	
62800	10/13/2015				SUBURBAN WATER SYSTEMS	\$489.21
	Invoice	Date	Description		Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	180040731863	10/02/2015	09/03-10/02/15 SVC - NE CNR VALLEY/STIMS	\$489.21
62801	10/13/2015		TELEPACIFIC COMMUNICATIONS	\$4,243.50
	Invoice	Date	Description	Amount
	71130670-0	09/30/2015	INTERNET SVC-METRO SOLAR/CITY HALL	\$4,243.50
62802	10/13/2015		VERIZON	\$1,282.98
	Invoice	Date	Description	Amount
	2016-00000410	09/25/2015	09/25-10/24/15 SVC - ELECTRIC MODEM	\$62.43
	2016-00000411	09/25/2015	09/25-10/24/15 SVC - ELECTRIC MODEM	\$52.88
	2016-00000412	09/28/2015	09/28-10/27/15 SVC - ELECTRIC MODEM	\$55.18
	2016-00000413	10/01/2015	10/01-10/31/15 SVC - GENERATOR SITE-TELEMETRY	\$58.64
	2016-00000414	10/01/2015	10/01-10/31/15 SVC - GENERATOR SITE-TELEMETRY	\$55.72
	2016-00000415	10/01/2015	10/01-10/31/15 SVC - VARIOUS SITES	\$998.13
62803	10/13/2015		WALNUT VALLEY WATER DISTRICT	\$5,229.47
	Invoice	Date	Description	Amount
	2103449	10/06/2015	09/01-09/30/15 SVC - IRR 820 FAIRWAY DR	\$82.51
	2103501	10/06/2015	09/01-09/30/15 SVC - LEMON AVE N OF CURRIER RD	\$85.44
	2103535	10/06/2015	09/01-09/30/15 SVC - BREA CYN RD & OLD RANCH RD	\$46.44
	2103551	10/06/2015	09/01-09/30/15 SVC - FERRERO & GRAND EAST	\$889.03
	2103569	10/06/2015	09/01-09/30/15 SVC - BAKER PKWY METER #1	\$430.45
	2103570	10/06/2015	09/01-09/30/15 SVC - BAKER PKWY METER #2	\$325.42
	2103576	10/06/2015	09/01-09/30/15 SVC - GRAND AVE CROSSING	\$278.27
	2103577	10/06/2015	09/01-09/30/15 SVC - GRAND AVE CROSSING	\$71.07
	2103579	10/06/2015	09/01-09/30/15 SVC - 22002 VALLEY BLVD	\$344.40
	2103596	10/06/2015	09/01-09/30/15 SVC - 21350 VALLEY-MEDIAN	\$124.44
	2103597	10/06/2015	09/01-09/30/15 SVC - GRAND CROSSING EAST	\$48.00
	2103598	10/06/2015	09/01-09/30/15 SVC - GRAND CROSSING WEST	\$54.24
	2103599	10/06/2015	09/01-09/30/15 SVC - BAKER PKWY & GRAND N/W	\$1,453.75
	2103606	10/06/2015	09/01-09/30/15 SVC - E/S GRAND S/O BAKER PKWY	\$149.59

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2103612	10/06/2015	09/01-09/30/15 SVC - BREA CYN N OF RR TRKS	\$157.13
	2103613	10/06/2015	09/01-09/30/15 SVC - BREA CYN N OF CURRIER	\$47.93
	2103615	10/06/2015	09/01-09/30/15 SVC - 60 FWY INTERCHANGE	\$41.69
	2103633	10/06/2015	09/01-09/30/15 SVC - END OF BAKER PKWY-TEMP	\$599.67
62804	10/14/2015		BANK OF AMERICA - VISA	\$1,382.56
	Invoice	Date	Description	Amount
	2016-00000416	10/06/2015	9/7-10/6/15 AUTHORIZED REP	\$1,382.56
62805	10/14/2015		CITY OF INDUSTRY-PETTY CASH	\$1,187.03
	Invoice	Date	Description	Amount
	10/13/15	10/13/2015	REIMBURSE PETTY CASH	\$1,187.03
62806	10/14/2015		GAS COMPANY, THE	\$55.10
	Invoice	Date	Description	Amount
	2016-00000422	10/08/2015	09/01-10/01/15 SVC - 1 INDUSTRY HILLS PKWY UNIT	\$55.10
62807	10/14/2015		NOBLE AMERICAS ENERGY	\$150,498.76
	Invoice	Date	Description	Amount
	152850004909807	10/12/2015	WHOSALE GAS-SEP 2015	\$13.94
	152860004912407	10/13/2015	WHOLESALE USE-SEP 2015	\$150,484.82
62808	10/14/2015		SO CALIFORNIA EDISON COMPANY	\$17,415.87
	Invoice	Date	Description	Amount
	2016-00000423	10/08/2015	09/04-10/06/15 SVC - VARIOUS SITES	\$146.67
	2016-00000424	10/08/2015	09/01-10/01/15 SVC - 208 S WADDINGHAM WAY	\$17,269.20
62809	10/14/2015		VERIZON	\$1,030.25
	Invoice	Date	Description	Amount
	2016-00000425	09/28/2015	09/28-10/27/15 SVC - EM-21912 GARCIA LN - ALARM	\$62.43
	2016-00000426	09/28/2015	09/28-10/27/15 SVC - EM-179 S. GRAND AVE	\$38.95

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000427	10/01/2015	10/01-10/31/15 SVC - CH FAXES	\$521.70
	2016-00000428	10/01/2015	10/01-10/31/15 SVC - VARIOUS SITES	\$304.42
	HATCHER-OCT15	10/01/2015	10/01-10/31/15 SVC - HATCHER WAREHOUSE	\$51.98
	2016-00000429	10/01/2015	10/01-10/31/15 SVC - TRES HERMANOS	\$50.77
62810	10/14/2015		WALNUT VALLEY WATER DISTRICT	\$98.80
	Invoice	Date	Description	Amount
	2104284	10/07/2015	09/03-09/30/15 SVC - PUMP STN N/W CHERYL	\$23.04
	2104304	10/07/2015	09/03-09/30/15 SVC - PUMP STN BREA CYN	\$21.33
	2104529	10/07/2015	09/03-09/30/15 SVC - NOGALES PUMP STN	\$54.43
62811	10/14/2015		WEX BANK	\$226.70
	Invoice	Date	Description	Amount
	42476376	09/30/2015	FUEL-CITY VEHICLES	\$226.70
62812	10/22/2015		AIR-BREE, INC	\$455.33
	Invoice	Date	Description	Amount
	1151008701	10/08/2015	REPAIR S/C UNIT-1123 HATCHER	\$455.33
62813	10/22/2015		ALVAKA NETWORKS	\$17,075.17
	Invoice	Date	Description	Amount
	155430	09/30/2015	ADD'L NET HOURS FOR SEP 2015	\$4,350.00
	155392	10/01/2015	NETWORK MAINT-NOV 2015	\$6,540.17
	155363	10/01/2015	NETWORK MAINT-NOV 2015	\$6,020.00
	155482NP	09/30/2015	TRIP CHARGE	\$165.00
62814	10/22/2015		AMERICAN SOCIETY OF CIVIL	\$280.00
	Invoice	Date	Description	Amount
	1043160870	10/06/2015	MEMBER DUES-JD BALLAS	\$280.00
62815	10/22/2015		ARAMARK REFRESHMENT SERVICE,	\$200.91

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description		Amount
	9316438	09/30/2015	COFFEE/OFFICE SUPPLIES		\$47.98
	9316440	09/30/2015	COFFEE/OFFICE SUPPLIES		\$18.99
	9305897	09/30/2015	COFFEE/OFFICE SUPPLIES		\$133.94
62816	10/22/2015			AT & T	\$225.00
	Invoice	Date	Description		Amount
	8959631870	10/01/2015	10/01-10/31/15 SVC - METROLINK		\$225.00
62817	10/22/2015			BLAKE AIR CONDITIONING	\$500.90
	Invoice	Date	Description		Amount
	36519	09/01/2015	A/C MAINT-CITY HALL		\$171.40
	36502	09/01/2015	A/C MAINT-CITY HALL		\$196.30
	36750	09/11/2015	A/C MAINT-CITY HALL		\$133.20
62818	10/22/2015			BROWN & BROWN INSURANCE	\$354.00
	Invoice	Date	Description		Amount
	274335	09/25/2015	BONDS (PUBLIC EMP)		\$354.00
62819	10/22/2015			BRYAN PRESS	\$428.38
	Invoice	Date	Description		Amount
	0073631	09/30/2015	BUSINESS CARDS-C. FRESCH		\$44.15
	0107366	10/08/2015	LETTERHEAD-CITY OF INDUSTRY		\$384.23
62820	10/22/2015			BUTSKO UTILITY DESIGN INC.	\$13,052.00
	Invoice	Date	Description		Amount
	27094G	08/31/2015	SUPPORT IN RESPONSE TO POWER OUTAGES		\$13,052.00
62821	10/22/2015			CALIF MUNICIPAL UTILITIES	\$3,100.00
	Invoice	Date	Description		Amount
	2085	09/28/2015	MEMBERSHIP DUES FY 15/16		\$3,100.00

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
62822	10/22/2015	CITY OF INDUSTRY		\$1,581.94
	Invoice	Date	Description	Amount
	2016-00000021	09/30/2015	IH FUEL PUMP-CITY VEHICLES	\$288.09
	2016-00000019	09/30/2015	IH FUEL PUMP-SECURITY VEHICLES	\$1,293.85
62823	10/22/2015	CITY OF INDUSTRY DISPOSAL CO.		\$2,362.08
	Invoice	Date	Description	Amount
	2297472	09/30/2015	MO SVC-CITY RESIDENCES	\$2,362.08
62824	10/22/2015	CITY OF INDUSTRY-MEDICAL		\$6,000.00
	Invoice	Date	Description	Amount
	REG 10/22/15	10/14/2015	TRANSFER FUNDS-MEDICAL	\$6,000.00
62825	10/22/2015	CITY OF INDUSTRY-PAYROLL ACCT		\$100,000.00
	Invoice	Date	Description	Amount
	P/R 10/15/15	10/14/2015	PAYROLL REIMBURSEMENT FOR 10/15/15	\$100,000.00
62826	10/22/2015	CITY OF INDUSTRY-REFUSE		\$9,136.14
	Invoice	Date	Description	Amount
	2297176	09/30/2015	DISP SVC-1123 HATCHER	\$3,192.95
	2297177	09/30/2015	DISP SVC-TONNER CYN	\$5.57
	2295870	10/01/2015	DISP SVC-TRES HERMANOS	\$138.38
	2295869	10/01/2015	DISP SVC-CITY HALL	\$299.47
	2296126-A	10/01/2015	DISP SVC-205 HUDSON	\$184.24
	2296126-B	10/01/2015	DISP SVC-841 7TH AVE	\$184.24
	2297219	09/30/2015	DISP SVC-HADDICK'S IMPOUND YD	\$754.96
	2296477	10/01/2015	DISP SVC-CITY BUS STOPS	\$4,376.33
62827	10/22/2015	CNC ENGINEERING		\$205,855.42
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
43929	10/08/2015	INDUSTRY 66KV ELECTRICAL SUBSTATION FACILITY	\$1,429.41
43930	10/08/2015	ON-CALL STREET MAINT PROGRAM	\$2,960.58
43931	10/08/2015	WALNUT DR SOUTH WIDENING	\$1,999.16
43932	10/08/2015	CLARK AVE WIDENING	\$1,121.48
43933	10/08/2015	GENERAL ENGINEERING SVC-CIP	\$51,480.89
43934	10/08/2015	GENERAL ENGINEERING SVC 9/21-10/4/15	\$51,027.92
43935	10/08/2015	INDUSTRY HILLS LEASE	\$3,604.30
43936	10/08/2015	ATLAS-LEGAL DESCRIPTIONS	\$1,294.26
43937	10/08/2015	PUENTE VALLEY OPERABLE UNIT	\$1,058.94
43938	10/08/2015	MAINT OF CITY HALL OFFICES	\$693.77
43939	10/08/2015	MAINT OF IMC BUILDING	\$410.22
43940	10/08/2015	VALLEY BLVD RESURFACING	\$7,516.21
43941	10/08/2015	PUC RAILROAD SAFETY UPGRADE-FAIRWAY DR	\$3,098.38
43942	10/08/2015	CITY STREETS AND UPRR CROSSINGS	\$1,321.29
43943	10/08/2015	PUC RAILROAD SAFETY UPGRADE-TEMPLE AVE	\$1,098.16
43944	10/08/2015	OPERATION AND MAINT OF METRO PARKING LOT	\$156.88
43945	10/08/2015	INDUSTRY JILLS REALIGNMENT OF HARDORF RD	\$5,066.80
43946	10/08/2015	EL ENCANTO HEALTH CARE FACILITY	\$4,223.04
43947	10/08/2015	SAN JOSE AVE RECONSTRUCTION	\$4,090.55
43948	10/08/2015	INDUSTRY HILLS IMPROVEMENTS	\$156.88
43949	10/08/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$5,573.49
43950	10/08/2015	INDUSTRY HILLS FUEL TANKS DISPENSING	\$470.64
43951	10/08/2015	PACIFIC PALMS REPAIRS	\$156.88
43952	10/08/2015	PROPERTY MGMT FOR CITY OWNED PROPERTIES	\$2,538.48
43953	10/08/2015	AZUSA AVE BRIDGE REPAINTING	\$156.88
43954	10/08/2015	205 HUDSON AVE/YAL OFFICES	\$455.01
43955	10/08/2015	FISCAL YEAR BUDGET	\$3,130.45
43956	10/08/2015	STORM DRAIN IN AJAX AVE	\$5,177.04
43957	10/08/2015	VARIOUS ASSIGNMENTS-SA TO IUDA	\$10,942.66
43958	10/08/2015	CITY PROPERTY-110 ACRES SOUTH OF	\$696.69
43959	10/08/2015	METROLINK STATION/COMMUTER RAIL STATION	\$156.88

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	43960	10/08/2015	NELSON AVE AND PUENTE AVE WIDENING		\$1,411.92
	43961	10/08/2015	GATEWAY CITIES COUNCIL OF GOVERNMENTS		\$406.78
	43962	10/08/2015	CIVIC-FINANCIAL CENTER LANDSCAPING		\$1,420.67
	43963	10/08/2015	MAINT OF YARD AT 1123 HATCHER AVE		\$126.67
	43964	10/08/2015	ARENTH AVE RECONSTRUCTION		\$17,997.09
	43965	10/08/2015	CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE		\$313.76
	43966	10/08/2015	PECK ROAD STORM DRAIN DEBRIS REMOVAL		\$156.88
	43967	10/08/2015	FULLERTON RD GRADE SEPARATION		\$8,072.97
	43968	10/08/2015	FAIRWAY DR GRADE SEPARATION		\$1,194.10
	43969	10/08/2015	NOGALES GRADE SEPARATION		\$1,490.36
62828	10/22/2015			CONSOLIDATED ELECTRICAL DIST.	\$232.88
	Invoice	Date	Description	Amount	
	3301-497589	10/02/2015	REPLACE LIGHTS-IMC	\$143.31	
	3301-497290	10/02/2015	REPLACE LIGHTS-IMC	\$89.57	
62829	10/22/2015			CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount	
	81619380	09/30/2015	GEOGRAPHIC PKG-SEP 2015	\$192.50	
62830	10/22/2015			COUNTY OF ORANGE	\$145,306.64
	Invoice	Date	Description	Amount	
	306-021-02 15	10/01/2015	FY 2015/2015-TONNER CYN	\$137,921.02	
	306-021-13 15	10/01/2015	FY 2015/2015-TONNER CYN	\$458.48	
	306-021-01 15	10/01/2015	FY 2015/2015-TONNER CYN	\$6,927.14	
62831	10/22/2015			DAKOTA BACKFLOW CO.	\$120.00
	Invoice	Date	Description	Amount	
	37121	09/14/2015	ANNUAL TESTING-VALLEY BLVD	\$120.00	
62832	10/22/2015			EASYLINK SERVICES	\$55.50

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	07634191510	10/02/2015	FAX SVC-SEP 2015	\$55.50
62833	10/22/2015		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	20-3-09-15	09/30/2015	PROF SVC-SEP 2015	\$2,500.00
62834	10/22/2015		ENVIRONS, INC.	\$6,300.00
	Invoice	Date	Description	Amount
	2845	09/24/2015	LANDSCAPE PLANS-CIVIC CENTER	\$6,300.00
62835	10/22/2015		FEDERAL EXPRESS CORP.	\$210.78
	Invoice	Date	Description	Amount
	5-185-18725	10/09/2015	MESSENGER SVC	\$210.78
62836	10/22/2015		FRAZER, LLP	\$78,430.00
	Invoice	Date	Description	Amount
	139787	09/30/2015	COI-PROF SVC-SEP 2015	\$33,200.00
	139786	09/30/2015	COI-PROF SVC-SEP 2015	\$5,075.00
	139491	09/30/2015	COI-ACCT SVC 9/16-9/30/15	\$40,155.00
62837	10/22/2015		FUEL PROS, INC.	\$747.62
	Invoice	Date	Description	Amount
	0000021892	08/28/2015	INDUSTRY HILLS-FUEL STN MAINT	\$150.00
	0000021847	08/27/2015	INDUSTRY HILLS-FUEL STN MAINT	\$597.62
62838	10/22/2015		GAS COMPANY, THE	\$197.61
	Invoice	Date	Description	Amount
	2016-00000402	10/08/2015	09/04-10/06/15 SVC - 15651 STAFFORD ST	\$27.23
	2016-00000403	10/08/2015	09/04-10/06/15 SVC - 15633 RAUSCH RD	\$137.86
	2016-00000404	10/08/2015	09/04-10/06/15 SVC - 15625 STAFFORD ST APT A	\$16.74

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000405	10/08/2015	09/04-10/06/15 SVC - 15625 STAFFORD ST APT B	\$15.78
62839	10/22/2015		GLENDORA FLOOR STORE, INC.	\$575.00
	Invoice	Date	Description	Amount
	10467	09/09/2015	REPAIR CARPET-IMC	\$575.00
62840	10/22/2015		GMS ELEVATOR SERVICES, INC	\$134.00
	Invoice	Date	Description	Amount
	00080276	10/01/2015	MO SVC-ELEVATOR	\$134.00
62841	10/22/2015		HDL COREN & CONE	\$31,425.61
	Invoice	Date	Description	Amount
	0021974-IN	09/09/2015	AUDIT SVC-PROPERTY TAX	\$31,425.61
62842	10/22/2015		INDUSTRY SECURITY SERVICES	\$36,724.66
	Invoice	Date	Description	Amount
	14-15451	10/02/2015	SECURITY SVC 9/25-10/1/15	\$3,364.80
	14-15440	10/02/2015	SECURITY SVC 9/25-10/1/15	\$14,976.50
	14-15559	10/09/2015	SECURITY SVC-TRES HARMANOS	\$2,187.12
	14-15548	10/09/2015	SECURITY SVC 10/2-10/8/15	\$16,196.24
62843	10/22/2015		INTERNATIONAL LINE BUILDERS	\$1,758.31
	Invoice	Date	Description	Amount
	776905	09/14/2015	REPAIR STREET LIGHTS	\$1,758.31
62844	10/22/2015		INTERTIE	\$9,225.00
	Invoice	Date	Description	Amount
	1674	10/09/2015	ENERGY CONSULTING-METRO SOLAR	\$9,225.00
62845	10/22/2015		JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	139762	10/01/2015	SVC-HOMESTEAD	\$580.00
62846	10/22/2015		L A COUNTY DEPT OF PUBLIC	\$5,815.58
	Invoice	Date	Description	Amount
	IN160000332	10/05/2015	PILOT ROUTINE MAINT	\$5,815.58
62847	10/22/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 15-12	10/08/2015	FEE-NOTICE OF DETERMINATION	\$75.00
62848	10/22/2015		L A COUNTY REGISTRAR-	\$2,210.00
	Invoice	Date	Description	Amount
	CUP15-12	10/08/2015	FEE-DEPT OF FISH/GAME	\$2,210.00
62849	10/22/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP-15-12	10/08/2015	FEE-NOTICE OF INTENT	\$75.00
62850	10/22/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CP 15-19	10/08/2015	FEE-NOTICE OF EXEMPTION	\$75.00
62851	10/22/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP15-2	10/08/2015	FEE-NOTICE OF EXEMPTION	\$75.00
62852	10/22/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 15-13	10/08/2015	FEE-NOTICE OF EXEMPTION	\$75.00
62853	10/22/2015		L A COUNTY SHERIFF'S	\$690,377.95

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	160847NH	10/07/2015	SHERIFF CONTRACT-SEP 2015	\$690,377.95
62854	10/22/2015		LANG, HANSEN, O'MALLEY &	\$10,000.00
	Invoice	Date	Description	Amount
	5015	10/06/2015	LEGISLATIVE SVC-OCT 2015	\$10,000.00
62855	10/22/2015		METHOD TECHNOLOGIES	\$142.50
	Invoice	Date	Description	Amount
	22222	09/23/2015	UPDATE CITY WEBSITE	\$95.00
	22334	10/01/2015	UPDATE CITY WEBSITE	\$47.50
62856	10/22/2015		MX GRAPHICS, INC.	\$1,380.11
	Invoice	Date	Description	Amount
	8009	09/09/2015	BLUEPRINT SVC-MP 06 18 10	\$484.13
	8038	09/11/2015	BLUEPRINT SVC-MP 06 18 10	\$10.90
	8079	09/16/2015	BLUEPRINT SVC-MP 07 09	\$885.08
62857	10/22/2015		PLACEWORKS	\$40,601.71
	Invoice	Date	Description	Amount
	57321	09/30/2015	STAFF SERVICES	\$620.42
	57340	09/30/2015	HORIZON PACIFIC CONSTRUCTION	\$4,459.06
	57341	09/30/2015	EUKON GROUP/VERIZON CELL TOWER	\$9,084.25
	57333	09/30/2015	CHALMERS EQUITY GROUP	\$7,955.00
	57332	09/30/2015	MAJESTIC REALTY/OFFICE BLDG CROSSROADS	\$5,313.75
	57331	09/30/2015	CT REALTY-DAVE BALL/PARRIOTT PLACE	\$1,558.75
	57330	09/30/2015	DONLON BUILDERS/15000 NELSON AVE	\$1,790.48
	57329	09/30/2015	CT REALTY INVESTORS/WAREHOUSING DEV	\$9,820.00
62858	10/22/2015		POST ALARM SYSTEMS	\$273.25
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	818635	10/05/2015	MONITORING SVC-NOV 2015	\$273.25
62859	10/22/2015		POSTMASTER	\$276.00
	Invoice	Date	Description	Amount
	P.O. BOX 3305	10/01/2015	ANNUAL FEE-PO BOX 3305	\$276.00
62860	10/22/2015		R.F. DICKSON CO., INC.	\$16,795.60
	Invoice	Date	Description	Amount
	2507600	09/30/2015	STREET AND PARKING LOT SWEEPING	\$16,795.60
62861	10/22/2015		RDO EQUIPMENT CO.	\$580.20
	Invoice	Date	Description	Amount
	W06475	09/24/2015	REPAIR WOOD CHIPPER	\$580.20
62862	10/22/2015		RICKABUS, GRACE M.	\$3,500.00
	Invoice	Date	Description	Amount
	NOVEMBER 2015	10/06/2015	LEASE OF STORAGE	\$3,500.00
62863	10/22/2015		RLH INDUSTRIES, INC.	\$7,548.25
	Invoice	Date	Description	Amount
	H29186	08/07/2015	INSTALL AT GRAND CROSSING SUBSTATION	\$479.60
	H29193	08/10/2015	INSTALL AT GRAND CROSSING SUBSTATION	\$861.10
	H29316	08/27/2015	INSTALL AT GRAND CROSSING SUBSTATION	\$6,207.55
62864	10/22/2015		ROBINSON'S FLOWERS	\$117.18
	Invoice	Date	Description	Amount
	2454	10/02/2015	FLOWERS AND DELIVERY	\$117.18
62865	10/22/2015		SEQUEL CONTRACTORS, INC	\$77,281.14
	Invoice	Date	Description	Amount
	#7CITY-1417R-A	10/22/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$54,340.00

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	#7CITY-1417R-B	10/22/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$22,941.14
62866	10/22/2015		SNOWDEN ELECTRIC COMPANY,	\$6,916.00
	Invoice	Date	Description	Amount
	15-0357	09/22/2015	MAINT SVC-METRO SOLAR	\$6,916.00
62867	10/22/2015		SO CALIFORNIA EDISON COMPANY	\$812.80
	Invoice	Date	Description	Amount
	2016-00000418	10/09/2015	09/01-10/01/15 SVC - GALE AVE/L STREET	\$36.60
	2016-00000419	10/10/2015	08/13-10/07/15 SVC - VALLEY BLVD U-VARIOUS SITES	\$711.70
	2016-00000420	10/10/2015	09/10-10/09/15 SVC - BALDWIN PARK AVE U	\$64.50
62868	10/22/2015		SO CALIFORNIA EDISON COMPANY	\$710.85
	Invoice	Date	Description	Amount
	7500594578	09/28/2015	06/01-06/30/15 SVC - RELIABILITY SVC	\$710.85
62869	10/22/2015		STAPLES BUSINESS ADVANTAGE	\$388.18
	Invoice	Date	Description	Amount
	8036158956	09/26/2015	OFFICE SUPPLIES	\$288.36
	8036272641	10/03/2015	OFFICE SUPPLIES	\$99.82
62870	10/22/2015		STEPHEN G. WHITE, MAI	\$2,500.00
	Invoice	Date	Description	Amount
	10/07/15	10/07/2015	APPRAISAL SVC-NEC AZUSA AVE & RAILROAD ST	\$2,500.00
62871	10/22/2015		TATTLETALE	\$480.00
	Invoice	Date	Description	Amount
	38549	10/03/2015	MONITORING SVC-METRO SOLAR 11/1/15-10/31/16	\$480.00
62872	10/22/2015		THOMSON REUTERS - WEST	\$218.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	832371101	08/04/2015	CALIF CODE BOOKS	\$218.00
62873	10/22/2015		THRALL, RANCE	\$14,580.00
	Invoice	Date	Description	Amount
	OCTOBER 2015	10/06/2015	MAINT SVC-OCT 2015	\$14,580.00
62874	10/22/2015		TRACKDOWN MANAGEMENT	\$100.00
	Invoice	Date	Description	Amount
	2015-50	10/05/2015	POSSE SUBSCRIPTION	\$100.00
62875	10/22/2015		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB11009	10/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
62876	10/22/2015		U.S. BANK	\$1,500.00
	Invoice	Date	Description	Amount
	4090182	09/25/2015	COI-ADMIN FEES-2010 GO REF BONDS	\$1,500.00
62877	10/22/2015		VANGUARD CLEANING SYSTEMS,	\$925.00
	Invoice	Date	Description	Amount
	11638	10/01/2015	JANITORIAL SVC-OCT 2015	\$925.00
62878	10/22/2015		VERIZON	\$62.97
	Invoice	Date	Description	Amount
	2016-00000421	10/04/2015	10/04-11/03/15 SVC - EM-21858 GARCIA LN - ALARM	\$62.97
62879	10/22/2015		VERIZON BUSINESS	\$31.30
	Invoice	Date	Description	Amount
	HATCHER-61141129	10/10/2015	09/01-09/30/15 SVC - HATCHER	\$31.30
62880	10/22/2015		VERIZON BUSINESS	\$115.08

**CITY OF INDUSTRY
WELLS FARGO BANK
October 22, 2015**

Check	Date	Payee Name		Check	Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
61141130	10/10/2015	09/01-09/30/15 SVC - VARIOUS SITES	\$115.08
62881	10/22/2015	WASTE SYSTEMS TECHNOLOGY,	\$20,887.50
Invoice	Date	Description	Amount
COI-100515	08/13/2015	COMMERCIAL WASTE PROGRAM	\$20,887.50

Checks	Status	Count	Transaction Amount
	Total	98	\$1,876,432.84

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 9, 2015
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:00 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki.

ROLL CALL

PRESENT: Mark Radecki, Mayor
Cory Moss, Mayor Pro Tem
Roy Haber, Council Member
Newell Ruggles, Council Member

ABSENT: Jeff Parriott, Council Member

STAFF PRESENT: Paul J. Philips, Acting City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO GRANT COUNCIL MEMBER PARRIOTT AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

PUBLIC COMMENTS

Mr. Dennis Jen of Ygrene gave a brief presentation on the company and explained the benefits it would have to property owners on Property Assessed Clean Energy (PACE) financing and asked the City to consider joining the program.

Mr. Mark Christoffels, CEO of the Alameda Corridor-East Construction Authority gave a PowerPoint presentation informing the newly elected Council Members background information on the San Gabriel Council of Governments and status of the various grade separations under construction by Alameda Corridor-East Construction Authority. Mr. Christoffels indicated the importance of having representatives of the City of Industry serving on both boards.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 9, 2015
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Mayor Radecki recused himself from check number 62159 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Mayor Pro Tem Moss recused herself from check number 62086 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

CONSENT CALENDAR

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT, WITH MAYOR RADECKI RECUSING FROM CHECK NUMBER 62159 ON ITEM 1 (REGISTER OF DEMANDS), WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 62086 ON ITEM 1 (REGISTER OF DEMANDS).

1. CONSIDERATION OF REGISTER OF DEMANDS

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

2. CONSIDERATION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF INDUSTRY AND PAUL J. PHILIPS FOR INTERIM CITY MANAGER SERVICES AND AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF INDUSTRY AND PAUL J. PHILIPS FOR CITY MANAGER SERVICES

APPROVED THE EMPLOYMENT AGREEMENTS.

DISCUSSION REGARDING VACANCIES ON THE CITY OF INDUSTRY PLANNING COMMISSION

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO POST NOTICE OF VACANCIES, SOLICIT INTEREST, AND RECOMMEND MAKING APPOINTMENT(S) AT THE AUGUST 13, 2015, CITY COUNCIL MEETING. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

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CONSIDERATION TO APPOINT THE CITY'S ALTERNATE BOARD MEMBER FOR THE SANITATION DISTRICTS OF LOS ANGELES COUNTY BOARD OF DIRECTORS

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER HABER TO APPOINT MAYOR PRO TEM MOSS AS AN ALTERNATE TO THE SANITATION DISTRICTS OF LOS ANGELES COUNTY BOARD OF DIRECTORS. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF RESOLUTION NO. CC 2015-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY RESCINDING RESOLUTION NO. CC 2015-04

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER HABER TO ADOPT RESOLUTION NO. CC 2015-19. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF ANNUAL BUDGET SUBMITTED BY THE CIVIC-RECREATIONAL -INDUSTRIAL AUTHORITY FOR FISCAL YEAR 2015-16

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PROPOSED BUDGET, AND DIRECT STAFF TO WORK WITH THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY BOARD TO REVIEW ALL OPERATIONS. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF THE 2015/2016 RENEWAL OF INSURANCE POLICIES SUBMITTED BY BROWN & BROWN INSURANCE SERVICES FOR THE CITY OF INDUSTRY AND SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Acting City Manager Philips presented a staff report to the City Council.

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MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE 2015/2016 RENEWAL OF INSURANCE POLICIES, AND AUTHORIZE THE EXPENDITURE OF \$1,000.00 TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY TO REVIEW THE CITY'S INSURANCE POLICIES, AND TO PROVIDE A REPORT AND RECOMMENDATION. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

RECONSIDER THE APPROVAL OF THE PROPOSALS SUBMITTED BY EADIE AND PAYNE, LLP, TO PROVIDE AUDITING SERVICES FOR THE CITY OF INDUSTRY FOR FISCAL YEAR 2014/2015 AND TO PERFORM AGREED-UPON PROCEDURES IN CONNECTION WITH THE APPROPRIATIONS LIMIT WORKSHEET FOR THE FISCAL YEAR ENDING JUNE 30, 2016

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM MOSS TO RECONSIDER THE APPROVAL OF THE PROPOSALS AND AUTHORIZE THE ACTING CITY MANAGER AND CITY ATTORNEY TO REVIEW THE PROPOSALS AS SUBMITTED AND RETURN TO THE CITY COUNCIL WITH ALTERNATE RECOMMENDATIONS. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF AUTHORIZATION FOR THE ACTING CITY MANAGER TO EVALUATE AND RESTRUCTURE THE CONTRACTS OF THE LEGISLATIVE ADVOCACY CONSULTANTS

Acting City Manager Philips presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO AUTHORIZE THE ACTING CITY MANAGER TO EVALUATE AND RESTRUCTURE THE CONTRACTS OF THE LEGISLATIVE ADVOCACY CONSULTANTS. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF THE LOS ANGELES COUNTY'S PROJECT DESIGN CONCEPT FOR THE COLIMA ROAD WIDENING PROJECT TO PROVIDE ROADWAY, TRAFFIC SIGNAL, STRIPING AND LANDSCAPING IMPROVEMENTS FROM THE CITY OF WHITTIER BOUNDARY TO FULLERTON ROAD, AND OBLIGATING THE CITY OF INDUSTRY TO CONTRIBUTE THEIR SHARE OF THE PROJECT CONSTRUCTION AND ONGOING MAINTENANCE COSTS

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City Engineer Ballas presented a staff report to the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE PROJECT DESIGN CONCEPT. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

CONSIDERATION OF DEVELOPMENT PLAN APPLICATION 15-9 SUBMITTED BY FIAT OF PUENTE HILLS TO MODIFY THE FORMER MAZDA DEALERSHIP AT 17370 GALE AVENUE

Planning Director James presented a staff report to the City Council.

MOTION BY HABER, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE DEVELOPMENT PLAN NO. 15-9 SUBMITTED BY FIAT OF PUENTE HILLS BASED ON THE FINDINGS AND STANDARD REQUIREMENTS AND CONDITIONS. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

Mayor Radecki announced that he would like to establish two Ad Hoc Committees.

Mayor Radecki appointed himself and Mayor Pro Tem Moss to serve on the Ad Hoc Committee on Real Property Assets and appointed himself and Council Member Ruggles to serve on the Ad Hoc Committee on Intergovernmental Affairs.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:40 a.m.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:40 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Roy Haber, Council Member
Newell W. Ruggles, Council Member

ABSENT: Jeff Parriott, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

PUBLIC COMMENTS

There were no public comments.

**CONSIDERATION OF AN AGREEMENT BETWEEN THE CITY OF INDUSTRY AND
ADVANCED DISCOVERY INC., FOR DOCUMENTATION MANAGEMENT SERVICES**

City Attorney Casso provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, WITH COUNCIL MEMBER PARRIOTT ABSENT.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:45 a.m.

MARK D. RADECKI
MAYOR

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CECELIA DUNLAP
DEPUTY CITY CLERK

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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:03 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Jeff Parriott, Council Member
Newell W. Ruggles, Council Member

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER PARRIOTT THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION 4-0, WITH COUNCIL MEMBER HABER ABSENT.

1. REVIEW OF ACTIONS FOR CITY GOODS AND SERVICES

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

CONSIDERATION OF RESOLUTION NO. CC 2015-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY EXPRESSING THE INTENT TO

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VACATE A PORTION OF VIRGIL WATERS WAY IN THE CITY OF INDUSTRY AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

City Engineer Ballas provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO ADOPT RESOLUTION NO. CC 2015-20. MOTION 4-0, WITH COUNCIL MEMBER HABER ABSENT.

CONSIDERATION OF RESOLUTION NO. CC 2015-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY EXPRESSING THE INTENT TO VACATE A PORTION OF EL ENCANTO ROAD IN THE CITY OF INDUSTRY AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

City Engineer Ballas provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER PARRIOTT, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2015-21. MOTION 4-0, WITH COUNCIL MEMBER HABER ABSENT.

CONSIDERATION OF AN EXPENDITURE IN THE AMOUNT OF \$10,000.00 TO SOUTHERN CALIFORNIA EDISON (SCE) FOR AN APPRAISAL OF THE EDISON OWNED STREET LIGHTS FOR POTENTIAL CITY PURCHASE

City Manager Philips presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER PARRIOTT, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE EXPENITDURE. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

CITY COUNCIL COMMITTEE REPORTS

Mayor Radecki announced that he attended the Los Angeles County Sanitation Districts Board of Directors meeting and provided a handout regarding the Household Hazardous Waste collection event being held on July 25, 2015 at Citrus College.

AB1234 REPORTS

There were none.

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CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

Deputy City Clerk Dunlap announced there was a need for Closed Session as follows:

- A. 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

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 9:11 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 9:44 a.m. All members of the City Council were present except for Council Member Haber who was absent. City Attorney Casso reported out of Closed Session.

With regard to Closed Session item A, with a 4-0 vote, the City Council provided direction to the City Attorney, and the City Council took no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:45 a.m.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Roy Haber, Council Member
Jeff Parriott, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

PUBLIC COMMENTS

Mr. Michael Cacciotti, Governing Board Member of the South Coast Air Quality Management District (AQMD) presented a PowerPoint presentation to the City Council and gave a brief overview on how the South Coast Air Quality Management District was formed; the areas they cover; air monitoring; health impacts, and the various programs available.

CONSENT CALENDAR

Mayor Radecki recused himself from check number 62404 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Mayor Pro Tem Moss recused herself from check number 62322 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

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Council Member Ruggles recused himself from check number 62339 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 5-0, WITH MAYOR RADECKI RECUSING FROM CHECK NUMBER 62404 ON ITEM 1 (REGISTER OF DEMANDS), WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 62322 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 62339 ON ITEM 1 (REGISTER OF DEMANDS).

1. CONSIDERATION OF REGISTER OF DEMANDS

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

2. CONSIDERATION OF THE MINUTES OF THE JUNE 9, 2015 AND THE JUNE 10, 2015 SPECIAL MEETINGS

APPROVED AS SUBMITTED.

3. CONSIDERATION OF AN AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CROWELL & MORING, LLP, FOR SPECIAL LEGAL COUNSEL SERVICES

APPROVED THE AGREEMENT.

4. CONSIDERATION OF A REPORT OF ATTENDANCE AT THE RECENT CALIFORNIA CONTRACT CITIES ASSOCIATION ANNUAL MUNICIPAL SEMINAR HELD ON MAY 14-17, 2015

RECEIVED AND FILED THE REPORT, WITH THE ADDITION OF PLANNING DIRECTOR JAMES ATTENDING THE SEMINAR.

5. CONSIDERATION OF A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND

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TRIMARK ASSOCIATES TO PROVIDE DATA ACQUISITION SYSTEM, METEOROLOGICAL STATION AND REVENUE METER SERVICES FOR THE METROLINK SOLAR AND ELECTRICAL VEHICLE CHARGING FACILITY FOR AN ANNUAL BUDGET AMOUNT OF \$20,720.00

APPROVED THE AMENDMENT.

- 6. CONSIDERATION OF CONTRACT COMPLETION DOCUMENTS SUBMITTED BY AMERICAN ASPHALT SOUTH IN THE AMOUNT OF \$230,967.17 FOR CONTRACT NO. CITY-1424, 2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT**

AUTHORIZED THE CITY ENGINEER TO EXECUTE AND FILE CONTRACT COMPLETION DOCUMENTS AND TO RECEIVE AND FILE THE FINAL ACCOUNTING.

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND WASTE SYSTEMS TECHNOLOGY, INC, TO PROVIDE COMMERCIAL WASTE REDUCTION AND EDUCATION PROGRAM FOR A BUDGET AMOUNT OF \$240,785.00

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0.

CONSIDERATION OF A REBATE PAYMENT TO PACIFIC PALMS RESORT FOR ENERGY EFFICIENCY AND PERMANENT LOAD SHIFT INCENTIVES IN THE AMOUNT OF \$516,402.00

City Engineer Ballas provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER PARRIOTT, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE REBATE CALCULATION REPORT AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$516,402.00 TO PACIFIC PALMS RESORT. MOTION CARRIED 5-0.

CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1420, WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD-233), TO OHL USA, INC., IN THE AMOUNT OF \$1,444,572.00

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City Engineer Ballas requested that this item be removed from the agenda and would be brought back to the City Council at a future meeting.

CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1422, CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION, TO SULLY-MILLER CONTRACTING CO., IN THE AMOUNT OF \$632,064.95

City Engineer Ballas presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO AWARD THE CONTRACT TO SULLY-MILLER CONTRACTING CO. IN THE AMOUNT OF \$632,064.95. MOTION CARRIED 5-0.

CONSIDERATION OF RESOLUTION NO. CC 2015-22 – A RESOLUTION OF THE CITY OF INDUSTRY REQUIRING THAT AS OF THE DATE OF THE ADOPTION OF RESOLUTION NO. CC 2015-22 ONLY RESIDENTS OF THE CITY OF INDUSTRY, AGE EIGHTEEN AND ABOVE, ARE ELIGIBLE TO SERVE ON A CITY OF INDUSTRY PLANNING COMMISSION

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER PARRIOTT TO ADOPT RESOLUTION NO. CC 2015-22. MOTION CARRIED 5-0.

CONSIDERATION OF THE DESIGNATION OF A VOTING DELEGATE AND ALTERNATE FOR THE ANNUAL BUSINESS MEETING (GENERAL ASSEMBLY) AT THE LEAGUE OF CALIFORNIA CITIES 2015 ANNUAL CONFERENCE

City Manager Philips presented a staff report to the City Council.

Discussion ensued between the City Council and direction was provided to the City Manager to bring the item back at a future meeting.

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

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CITY COUNCIL COMMUNICATIONS

Council Member Ruggles indicated he attended the Industry Manufacturers Council's Executive Luncheon and spoke about the great success the Industry Manufacturers Council's Internship Program had with six local businesses and thirteen students from local high schools.

CLOSED SESSION

Deputy City Clerk Dunlap announced there was a need for Closed Session as follows:

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Three Potential Cases.

- B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1):
Case: Industry Speedway, LLC v. City of Industry, et al.
Los Angeles Superior Court, East District
Case No. KC67366

Mayor Pro Tem abstained from the discussion and vote for item B because she had a potential or actual financial conflict of interest.

There were no public comments on the Closed Session items.

Mayor Pro Tem Moss left the Council Chamber at 9:30 a.m.

Mayor Radecki recessed the meeting into Closed Session at 9:30 a.m.

Mayor Pro Tem Moss returned to the Council Chamber at 9:44 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:35 a.m. All members of the City Council were present. City Attorney Casso reported out of Closed Session.

With regard to Closed Session item A, with a 5-0 vote, the City Council provided direction to the City Attorney, and the City Council took no reportable action.

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With regard to Closed Session item B, with a 4-0 vote, Mayor Pro Tem Moss did not participate in the discussion, the City Council provided direction to the City Attorney, and the City Council took no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:36 a.m.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:09 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Roy Haber, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

PUBLIC COMMENTS

Ms. Tami Pearson, Superintendent, of the La Puente Valley Regional Occupational Program thanked the City Council for the support of the Industry Manufacturers Council's Internship Pilot Program. This year's program was able to provide twelve students from local high schools with paid internships at six local businesses in the community.

CONSENT CALENDAR

Mayor Pro Tem Moss recused herself from check number 62470 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Council Member Ruggles stated that he would like to pull check number 62468 for item 1 (Register of Demands) for discussion.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM

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MOSS THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 4-0, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 62470 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH THE HOLD OF CHECK NUMBER 62468 ON ITEM 1 (REGISTER OF DEMANDS) FOR FURTHER DISCUSSION.

1. CONSIDERATION OF REGISTER OF DEMANDS

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

Council Member Ruggles indicated he would like further information on invoice number 2246100, on check number 62468.

City Manager Philips indicated he will report back with the information at the next regular scheduled meeting.

CONSIDERATION OF THE ANNUAL SELF-CERTIFICATION OF CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM MOSS TO OPEN THE PUBLIC HEARING. MOTION CARRIED 4-0.

Planning Director James presented a staff report to the City Council.

Mayor Radecki inquired if anyone wished to be heard on the matter. There were no comments.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES TO CLOSE THE PUBLIC HEARING. MOTION CARRIED 4-0.

CONSIDERATION OF RESOLUTION NO. CC 2015-23 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM AND ADOPTING THE CONGESTION MANAGEMENT PROGRAM LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER

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HABER TO ADOPT RESOLUTION NO. CC 2015-23. MOTION CARRIED 4-0.

PUBLIC HEARING REGARDING THE INTENT TO VACATE A PORTION OF VIRGIL WATERS WAY THAT BECAME EXCESS RIGHT OF WAY DUE TO THE REALIGNMENT OF THE INTERSECTION OF VIRGIL WATERS WAY AND AZUSA AVENUE

CONSIDERATION OF RESOLUTION NO. CC 2015-26 - A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF INDUSTRY VACATING A PORTION OF VIRGIL WATERS WAY IN THE CITY OF INDUSTRY

PUBLIC HEARING REGARDING THE INTENT TO VACATE A PORTION OF EL ENCANTO ROAD THAT BECAME EXCESS RIGHT OF WAY DUE TO THE CREATION OF PARRIOTT PLACE WEST

CONSIDERATION OF RESOLUTION NO. CC 2015-27 - A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF INDUSTRY VACATING A PORTION OF EL ENCANTO ROAD IN THE CITY OF INDUSTRY

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER HABER TO CONTINUE THE PUBLIC HEARINGS TO SEPTEMBER 10, 2015, AND POST THE APPROPRIATE NOTICES. MOTION 4-0.

CONSIDERATION OF RESOLUTION NO. CC 2015-24 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF REVENUE FROM PROPERTY TAXES NECESSARY TO PAY THE BONDED OR OTHER INDEBTEDNESS OF THE CITY ACCRUING DURING THE 2015/16 FISCAL YEAR

City Manager Philips presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2015-24. MOTION CARRIED 4-0.

CONSIDERATION OF RESOLUTION NO. CC 2015-25 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE 2015/16 FISCAL YEAR ON PROPERTY WITHIN THE CITY TO PAY THE BONDED OR OTHER INDEBTEDNESS OF THE CITY

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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2015-25. MOTION CARRIED 4-0.

CONSIDERATION OF RESOLUTION NO. CC 2015-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING MASTER AGREEMENT NO. 07-5342R ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AND PROGRAM SUPPLEMENT AGREEMENT NO. N003 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 07-5342R, BETWEEN THE CITY AND THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE AZUSA AVENUE BRIDGE PROJECT

City Engineer Ballas presented a staff report to the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2015-28. MOTION CARRIED 4-0.

CONSIDERATION OF CHANGE ORDER NO. 3 TO SOUTHERN CONTRACTING COMPANY IN THE AMOUNT OF \$8,572.20 FOR CLOSE OUT/FINAL QUANTITIES/EXTRA WORK IN CONJUNCTION WITH THE INDUSTRY'S 66KV ELECTRICAL SUBSTATION FACILITIES AT 208 S. WADDINGHAM WAY, CONTRACT NO. CITY-1389

City Engineer Ballas presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$8,572.20. MOTION CARRIED 4-0.

CONSIDERATION OF A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND SNOWDEN ELECTRIC COMPANY, INC. TO PROVIDE MAINTENANCE SERVICES FOR THE METROLINK SOLAR & ELECTRIC VEHICLE (EV) CHARGING FACILITY, FOR AN ANNUAL BUDGET AMOUNT OF \$76,400.00

City Engineer Ballas presented a staff report to the City Council.

Discussion ensued between the City Council and direction was provided to Staff to hold the item for further review.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CONSIDERATION OF A COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL AFFECTING PARCELS LOCATED AT 881 AND 883 AZUSA AVENUE

City Engineer Ballas presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL. MOTION CARRIED 4-0.

CONSIDERATION OF THE APPOINTMENT OF A DIRECTOR TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY MAYOR RADECKI TO APPOINT MIKE REIBLE AS DIRECTOR TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 4-0.

CONSIDERATION OF MAYOR'S APPOINTMENTS TO THE CITY OF INDUSTRY PLANNING COMMISSION

Mayor Radecki indicated there were two vacancies on the Planning Commission, and announced the first appointment to serve the remaining term, expiring October 2015, would be Mr. Abraham Cruz, and the second appointment to serve the term expiring October 2017, would be Mr. Jim Divers.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE MAYOR'S APPOINTMENTS. MOTION CARRIED 4-0.

MAYOR'S APPOINTMENT OF CITY REPRESENTATIVES TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Mayor Radecki announced that City Manager Paul J. Philips will fill the vacant seat that currently exists on the Oversight Board, and former Congressman Esteban Edward Torres will replace current Board Member Ron Cipriani to serve on the Oversight Board.

Mayor Radecki thanked both Mr. Kevin Radecki and Mr. Ron Cipriani for the time they served on the Oversight Board.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO RECEIVE AND FILE. MOTION CARRIED 4-0.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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DISCUSSION AND DIRECTION FOR THE SELECTION OF AN AUDITING FIRM TO PROVIDE AUDITING SERVICES FOR THE CITY OF INDUSTRY

City Manager Philips presented a staff report to the City Council, which included a handout that is on file with the City Clerk's office. City Manager Philips recommended the retention of The Pun Group, LLP, to provide auditing service to the City.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY MAYOR PRO TEM MOSS TO RETAIN THE PUN GROUP, LLP, TO PROVIDE AUDITING SERVICES FOR THE CITY OF INDUSTRY. MOTION CARRIED 4-0.

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

City Attorney Casso announced there was a need for Closed Session as follows:

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two Potential Cases.

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 9:35 a.m.

RECON9VENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:35 a.m. All members of the City Council were present. City Attorney Casso reported out of Closed Session.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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With regard to Closed Session item A, Case One, with a 4-0 vote, the City Council provided direction to the City Manager and the City Attorney, and took no reportable action.

With regard to Closed Session item A, Case Two, with a 4-0 vote, the City Council provided direction to the City Manager and the City Attorney, and took no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:36 a.m.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: October 22, 2015
SUBJECT: Proposed Services for City Media Relations, Communication Structure, and Timely Dissemination of Information to the Public

The City Council has requested that staff pursue the best course of action to retain assistance with:

1. Ongoing media relations;
2. Dissemination of information to the public; and
3. The development of a workable communications structure able to serve the critical needs of the community and the region.

Essential to the City of Industry, is the ability to clearly "tell its story" about the many contributions it has provided to the community and will continue to add to the region.

Please find attached a proposal from the Dolphin Group outlining several proactive and ongoing tasks designed to meet the goals and objectives set forth by the City Council and City Manager. Accordingly, IT IS RECOMMENDED that the City Council authorize the City Manager to retain the services of the Dolphin Group.

PJP:dms

October 12, 2015

Mr. Paul Philips
City Manager
City of Industry
15625 East Stafford Street #100
City of Industry, CA 91744

Dear Mr. Philips,

Dolphin Group is prepared to begin immediately to assist the City of Industry with the dissemination of information to the public and develop a communications structure that can better share the city's news. To do this, below we have outlined some of the services we will provide:

Development of City Materials

- Develop communication templates
- Prepare and help disseminate press releases
- Develop fact sheets on the many projects and programs managed by the City
- Develop other informational material to better communicate to the public

Facilitate Media Relations

- Set up interviews and meetings with reporters to share information about the programs and projects the City is investing in and to share the City's vision
- Facilitate media inquiries as needed
- Share facts about the City's numerous projects in the region

Digital

- Update the website to become an easy-to-use information portal for the public
- Assist with setting up other digital platforms for the public to better access the City's news and updates

Promotion of the City

- Prepare and share information to the appropriate business and trade publications to further attract businesses to the City
- Identify speaking opportunities and article submission opportunities with key business journals, membership and trade publications, blogs and international media outlets to highlight all that the City has to offer

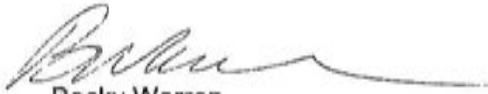
Proposed Budget

\$15,000/month	Dolphin Group will manage communications and media relations
TBD	If needed, Dolphin Group can contract with specific website vendor (per client approval).

** Travel and out-of-pocket expenses approved by the client are not included in the retainer.*

Dolphin Group looks forward to working with the City of Industry to share with the public the City's vision for a strong and vibrant future.

Sincerely,



Becky Warren
Partner
Dolphin Group

Approved: City of Industry

By: _____
Paul J. Philips
City Manager

Dated: _____

CITY COUNCIL

ITEM NO. 6.1



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

October 15, 2015

From: Paul J. Philips, City Manager

Staff: Brian James, Planning Director

Subject: Development Plan 15-13 and Zone Exception 15-3

Overview

This project, which is located at 18421 Railroad Street, involves the following two applications submitted by Acromil Corporation for the expansion of an existing building:

- Chapter 17.40 of the Municipal Code allows the granting of an exception from development standards when specific findings can be made. Zone Exception 15-3 is for deviation from requirements for landscaping (10.4 percent vs. 12 percent minimum), site coverage (54.6 percent vs. 50 percent maximum building area), and the loss of loading bays with 100 feet of clearance.
- Sections 17.36.020 and 17.36.100 of the Municipal Code require approval of a Development Plan by the City Council for new construction and expansions that exceed \$75,000 in value. Development Plan 15-13 is a request for an 8,850 square foot addition to the rear of an existing 97,656 square foot facility with a valuation of approximately \$950,000.

Existing Conditions

As shown on the existing site plan (Attachment 1), the existing Acromil building is 95,668 square feet and includes a two story office, lunch room, manufacturing and warehouse areas as well as a 1,988 square foot accessory building. There are 146 parking stalls existing (147 required) and 23,312 square feet (12 percent) of the site is devoted to landscaping. The area where the proposed addition would be located currently includes a truck well with approximately 100 feet of clearance, a row of 11 standard sized parking stalls, and a drive-aisle.

Due to the large aerospace components Acromil handles, loading operations are conducted from the side of flatbed trucks using forklifts. Therefore, the typical back-in loading docks are not useful to Acromil. In addition, Acromil's business is growing and the addition is necessary to house updated equipment.

Project Description

As shown in the proposed site plan (Attachment 2), the project would involve an 8,850 square foot addition to the northwest corner of the building. With the addition, the total proposed building would be 106,506 square feet. Two grade-level doors would be provided along the northern and western sides of the new addition to allow for side-on loading. The loading area is secured behind two existing six foot tall wrought iron gates on the west and east sides of the building.

Existing landscaping along the northern property line (rear of the site) would be replaced by a row of 16 standard sized parking stalls. With this change, there would be 20,288 square feet of landscaping remaining (loss of 3,024 square feet of landscaping) and 160 parking spaces remaining (increase of 13 parking spaces).

An existing and non-permitted canopy at the rear of the building would be removed and would be the location of a future truck dock, which would allow the code required loading bay with 100 feet of clearance to be constructed when and if Acromil vacates the premises. Prior to final approval of the proposed improvement, a covenant would be recorded on the property that would require the construction of a dock-high loading bay as shown on the proposed plan upon sale of the building.

As shown on the elevations (Attachment 3), the addition would be a 25 foot tall, concrete tilt-up construction with panel joints, finishing, and colors to match the existing building.

Location and Surroundings

As shown on the location map (Attachment 4), the project site is located at 18421 Railroad Street (APN 8264-017-019), a 4.48 acre property on the northern side of the street approximately 835 feet east of Fullerton Road. The project site is surrounded by warehouses and manufacturing facilities (e.g. Ecolab Inc., ETTV America Corp., and Life Guard Gloves) and the Union Pacific Railroad tracks to the south across Railroad Street.

Staff Analysis

Development Plan Application

The proposed improvement project is consistent with the Zoning ("M" – Manufacturing) and General Plan (Employment) designations of the site and complies with the following development and design standards in Section 17.36, *Design Review*, of the Industry Municipal Code. Specifically, the project:

- Meets development standards. Chapter 17.36 includes standards regarding height, screening of loading areas, building setback, and trash/recycling enclosures to which the proposed addition and existing building complies.
- Exceeds vehicular parking requirements. Section 17.36.060.K of the Municipal Code requires that buildings over 100,000 square feet provide 150 parking spaces plus one space per 1,000 square feet of floor area over 100,000 square feet. Based on this formula, 157 parking spaces are required and 160 parking spaces are proposed. In addition, Section 17.36.060 K of the Municipal Code limits the amount of compact parking to 20 percent of the total parking. There are 27 compact spaces (16.9 percent) proposed, which is in compliance with the development standards.
- Meets design guidelines. Sections 17.36.060 A-J of the Municipal Code call for well-designed and coordinated buildings, walls, lighting, and landscaping. The architectural treatment of the proposed addition is consistent with the existing site improvements and maintains the coordinated and professional appearance of the facility and frontage along

Railroad Street.

- Exceeds access requirements. Sections 17.36.060.K and N of the Municipal Code require a minimum driveway and drive-aisle width of 26 feet. Two existing driveways of 26 feet in width provide access from Railroad Street and drive-aisle widths of 27 to 28 feet would provide internal circulation.
- Meets bicycle-parking requirements. Chapter 17.68 of the Municipal Code requires that the development accommodate four bicycles for the first 50,000 square feet and one bicycle per each additional 50,000 square feet. Based on this formula, five bicycles must be accommodated and parking for five bicycles is proposed on the eastern side of the building.
- Complies with drainage and water quality requirements. The applicant has submitted a preliminary Low Impact Development (LID) Plan to the City Engineer per Chapter 13.16 of the Municipal Code and the project can meet drainage and water quality requirements. The LID improvements will be implemented prior to issuance of the grading plan and/or final approval of the building.

In regards to the Development Plan application, Staff recommends that the City Council approve Development Plan 15-13 based on the following findings:

- The proposed improvement is consistent with the General Plan designation of Employment and conforms to the zoning designation of Manufacturing for the subject property in the City of Industry because, as described above, the project would involve the expansion of an existing industrial building, which is a permitted use in both the Employment General Plan land use designation and Manufacturing zoning district.
- The proposed development is compatible with the surrounding area, which consists of industrial uses because, as described above, the proposed expansion is to an existing industrial building, maintains a professional and coordinated architectural design, and maintains the existing landscape frontage along Railroad Street.
- There is adequate street access and traffic capacity for the proposed development on Railroad Street, which serves the project site because the expansion could result in a negligible increase in vehicular trips on Railroad Street (approximately 14 trips per day).
- The proposed development will have no significant impact on the environment as indicated in the attached Notice of Exemption, which has been prepared in accordance with the requirements of the California Environmental Quality Act of 1970, as amended; and
- Due to the foregoing, the proposed project will not be a menace to or endanger the public health, safety or general welfare to the City.

Zone Exception Application

Sections 17.40.020 and 17.40.030 of the Municipal Code allow for the granting of an exception when: 1) it is necessary for the preservation of a substantial property right, 2) it will not be materially detrimental to the public welfare or to the surrounding properties, and 3) if there are practical hardships in the application of the development standards but the spirit of the standards will still be preserved, public safety secured, and substantial justice done. In addition, if there are no protests, an exception may be granted even if it is not necessary for the preservation of a substantial property right.

State Planning and Zoning Law (Section 65906) requires that exceptions be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives the property of

privileges enjoyed by nearby properties in the same zone. State law also requires that any exception not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity.

The proposed project would not meet code standards and requires approval of a Zone Exception for the following development standards:

- Section 17.36.060.W.3 of the Municipal Code limits the maximum building area on lots that are greater than 60,000 square feet to 50 percent of the lot area. As proposed, the new addition would result in a total building area of 106,506 square feet, or 54.6 percent of the lot area, on a 106,506 square foot lot.
- Sections 17.36.060.X and 17.36.060.R of the Municipal Code require that industrial buildings provide at least one dock-high loading door/truck well with 100 feet of clearance as measured perpendicularly from the loading bay. As proposed, the new addition would eliminate the dock-high loading door and truck well with 100 feet of clearance.
- Section 17.36.060.Q of the Municipal Code requires that a minimum of 12 percent of a site be devoted to landscaping. As proposed, there would be 20,288 square feet (10.4 percent) of the site devoted to landscaping.

In regards to Zone Exception application, Staff recommends that the City Council approve Zone Exception 15-3 based on the following findings:

- Because of their particular business operation, the back-in loading docks are not useful and instead Acromil unloads from the side of flatbed trucks. The project would accommodate new equipment and provide two loading areas conducive to side-on loading operations. A covenant would require the construction of a loading dock meeting City standards upon sale of the building. The loss of landscaping allows additional parking to be provided at the rear of the facility.
- Granting the Zone Exceptions would preserve a substantial property right by allowing Acromil to continue to operate at the site by creating a building conducive to their needs for side-on loading operations from flatbed trucks and space for new equipment. Loading operations would continue to occur on the northwestern corner and rear of the building and the loss of landscaping, which is a trade-off to provide additional parking, would occur in the rear of the property and the street frontage would not be altered.
- The requested Zone Exceptions will not be materially detrimental to public welfare or surrounding properties and will be safe. Loading areas would still be provided, albeit in a different format than typically provided, and those operations would continue to be conducted in the northwestern corner of the site. The loss of landscaping is a trade-off for additional parking and would not be seen from the street. All the proposed improvements would occur in the northern half of the property and the street frontage, access, and internal circulation patterns would not be altered. The addition will be constructed to meet applicable structural and fire codes, maintain a clear drive-aisle and perimeter around the building, accommodate employee parking on-site, and blend with colors and materials of the existing building.
- The spirit of the City's development standards will be preserved and justice done because the project is designed to be consistent with the majority of the development standards. The new addition will occur on the rear of the property and will not be visible from the street. The loss of landscaping will not be noticed since it will occur on the rear of the property and the street frontage will not be altered. Loading operations will still be accommodated in a

different format and will continue to occur in the northwestern corner of the site and, upon the sale of the building, a loading dock with 100 feet of clearance will be constructed to accommodate typical back-in loading operations.

- Due to the special circumstances applicable to this project site (unique product and need for side-on loading), the Zone Exception does not represent a grant of special privileges and is necessary to allow normal development enjoyed by other Industrially zoned properties and maintain the character of the industrially developed surroundings. The covenant requiring construction of a loading bay with 100 feet of clearance prior to sale of the property will return the building to code compliance and allow for typical back-in loading operations.

Environmental Analysis

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301, which exempts the operation, permitting, or minor alteration of existing facilities involving negligible or no expansion of the existing use and additions of less than 10,000 square feet in areas where services/utilities are provided and that are not environmentally sensitive. The proposal for an 8,850 square foot addition to an existing building would occur in an area that is currently paved, located in an industrially developed area, and is not environmentally sensitive. The Notice of Exemption (Attachment 5) will be posted at the Los Angeles County Clerk's Office after approval by the City Council.

Public Hearing

The required public hearing notice (Attachment 6) was posted on the site, City Hall, Gale Avenue fire station, and council chambers, distributed to surrounding property owners, and published in the San Gabriel Tribune by October 9, 2015.

Recommendation

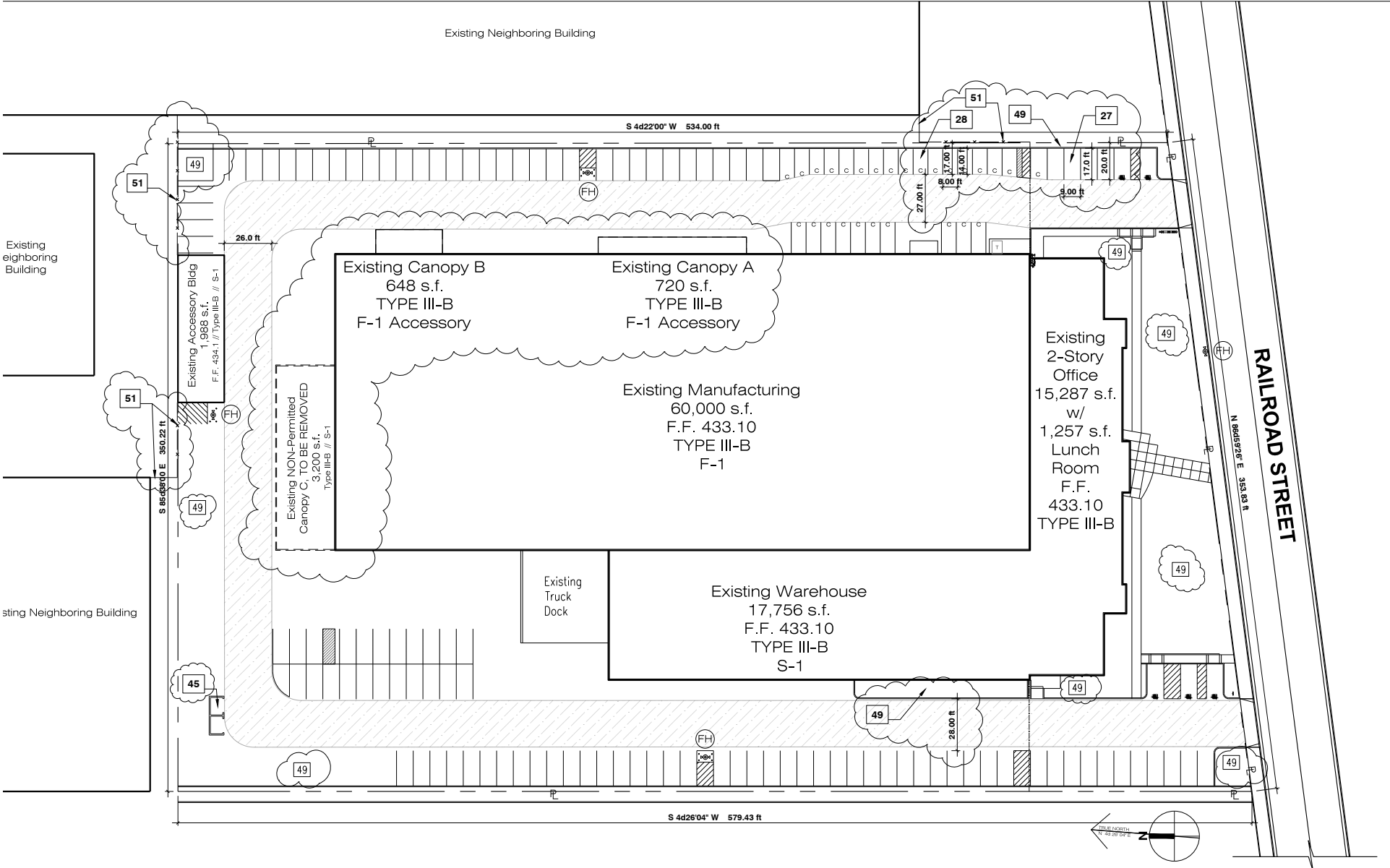
Because: 1) the Zone Exception preserves a substantial property right, is not materially detrimental to the public welfare or surrounding properties, safety is preserved, and there are practical hardships that result from the need to accommodate side-on loading operations and new equipment; and 2) the Development Plan application proposes a project that, upon approval of the Zone Exception, complies with development standards of the Municipal Code, has no environmental concerns, and satisfies the above-mentioned findings, Staff recommends that the City Council adopt Resolution No. CC 2015-35 (Attachment 7) approving Development Plan No. 15-13 and Zoning Exception 15-3 with the Standard Requirements and Conditions of Approval.

Attachments

- Attachment 1: Existing Site Plan
- Attachment 2: Proposed Site Plan
- Attachment 3: Elevations
- Attachment 4: Location Map
- Attachment 5: Notice of Exemption
- Attachment 6: Public Hearing Notice
- Attachment 7: Resolution CC 2015-35

Attachment 1
Existing Site Plan

DP 15-13/ZE 15-3 Existing Site Plan



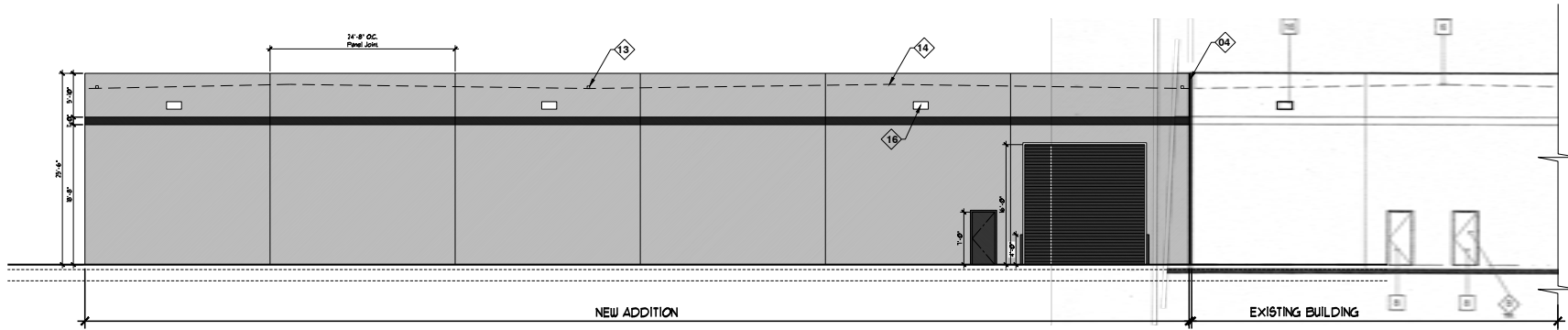
Attachment 2
Proposed Site Plan

Attachment 3

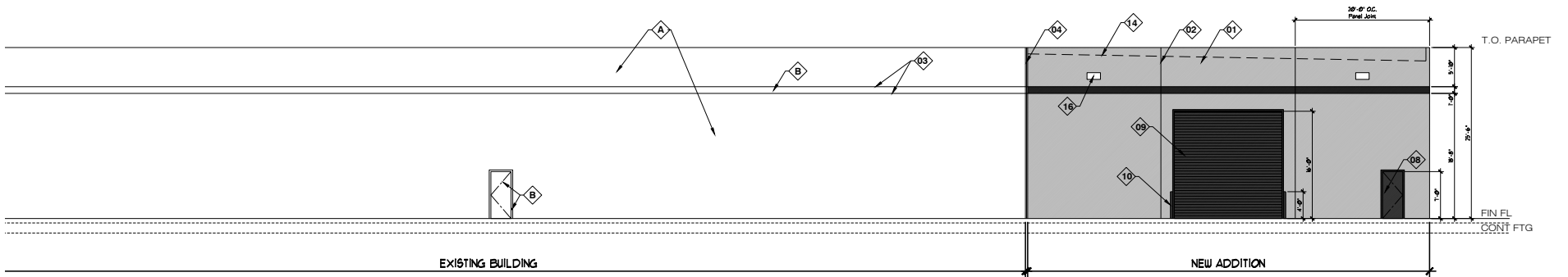
Elevations

DP 15-13/ZE 15-3 Elevations

See North Elevation for additional information.



WEST ELEVATION (1)



NORTH ELEVATION (2)

Attachment 4

Location Map

DP 15-13/ZE 15-3 Location Map



Project Site

Attachment 5
Notice of Exemption

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: Development Plan 15-13 and Zone Exception 15-3 (Acromil)

Project Location - Specific: 18421 Railroad Street (APN 8264-017-019)

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: Development Plan 15-13 is a request for an 8,850 square foot addition to the rear of an existing 97,656 square foot facility. Zone Exception 15-3 is for deviation from requirements for landscaping (10.4 percent vs. 12 percent minimum), site coverage (54.6 percent vs. 50 percent maximum building area), and the loss of dock-high loading bays with 100 feet of clearance.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Acromil Corp.

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:* 15301
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15301, Class 1, exempts the operation, permitting, or minor alteration of existing facilities involving negligible or no expansion of the existing use and additions of less than 10,000 square feet in areas where all public services and facilities are available to allow for maximum development under the general plan and the project is located in an area that is not environmentally sensitive. The proposal is for an 8,850 square foot addition to an existing building in an area of the site that is currently paved. The project location is served by utilities, is not environmentally sensitive, and is a minor expansion of an existing industrial developed site in an industrial developed area.

Lead Agency

Contact Person: Brian James

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Planning Director

Attachment 6
Public Hearing Notice

NOTICE OF PUBLIC HEARING

Zone Exception No. 15-3 and Development Plan 15-13

On October 9, 2015, notice has been given that the City Council of the City of Industry shall hold a public hearing on: 1) Zone Exception 15-3 for deviation from requirements for landscaping (10.4 percent vs. 12 percent minimum), site coverage (54.6 percent vs. 50 percent maximum building area), and the loss of dock-high loading bays with 100 feet of clearance; and 2) Development Plan 15-13 for an 8,850 square foot addition to the rear of an existing 97,656 square foot facility at 18421 Railroad Street in the City of Industry (APN 8264-017-019).

A copy of all relevant material, including the application, is on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744.

The time, date and place of such hearing shall be as follows:

Time: 9:00 a.m.
Date: October 22, 2015
Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Any person wishing to be heard regarding this matter may appear at the above time, date and place. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at 15625 Stafford Street, Suite 100, City of Industry, CA 91744.

If you challenge the project 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

Attachment 7
Resolution CC 2015-35

RESOLUTION NO. CC 2015-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING ZONE EXCEPTION 15-3 TO ALLOW DEVIATIONS FROM STANDARDS FOR LANDSCAPING, SITE COVERAGE, AND THE LOSS OF LOADING BAYS WITH 100 FEET OF CLEARANCE; AND DEVELOPMENT PLAN NO. 15-13 FOR AN 8,850 SQUARE FOOT ADDITION TO AN EXISTING BUILDING; FOR THE PROPERTY LOCATED AT 18421 RAILROAD STREET IN THE CITY OF INDUSTRY, WITHIN THE “M”-MANUFACTURING ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF, AND THE NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on July 24, 2015, Acromil Corporation (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 15-13 and Zone Exception (“ZE”) No. 15-3 described herein (“Application”); and

WHEREAS, the Application applies to an existing 97,656 square foot facility located at 18421 Railroad Street, City of Industry, California, Assessor’s Parcel Number 8264-017-019 (the “Property”); and

WHEREAS, the Applicant desires to construct an 8,850 square foot addition to the rear of an existing 97,656 square foot facility in the “M” Manufacturing zone 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 Employment. The proposed development is consistent with the General Plan as it would allow for the improvement of an existing industrial building, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, pursuant to Section 17.36.060.W.3 of the Municipal Code, the maximum building area on lots that are greater than 60,000 square feet is limited to 50 percent of the lot area; and

WHEREAS, pursuant to Sections 17.36.060.X and 17.36.060.R of the Municipal Code, industrial buildings must provide at least one dock high loading door, or one truck well with loading door, with 100 feet of clearance as measured perpendicularly from the loading bay; and

WHEREAS, pursuant to Section 17.36.060.Q of the Municipal Code, a minimum of 12 percent of a site must be devoted to landscaping; and

WHEREAS, because of the need for side-on loading facilities, which are necessary to accommodate the large aerospace components utilized by the Applicant and the need for additional space to accommodate new equipment on the Property, the proposed project results in deviations from Code standards and approval of a Zone Exception is necessary. Specifically, with the proposed project, the total landscaped area would be less than required (10.4 percent proposed landscaped area vs. 12 percent minimum required landscaped area); the maximum building area would exceed standards (54.6 percent proposed building area vs. 50 percent maximum building area); and there would be a loss of loading bays with 100 feet of clearance; and

WHEREAS, Section 17.40.020 of the Industry Municipal Code provides that an exception may be granted where (1) the exception is necessary for the preservation of a substantial property right, and (2) the exception will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity thereof; and

WHEREAS, Section 17.40.030 of the Industry Municipal Code provides that an exception may be granted where practical difficulties or unnecessary hardships interfere with carrying out the strict letter of the Municipal Code, and the spirit of the Code will be observed, public safety secured, and substantial justice done; and

WHEREAS, granting the Zoning Exception will allow for the preservation of a substantial property right by allowing the Applicant to modify a building so it is conducive to its needs for side-on loading operations and additional space for new equipment, which will allow the Applicant to continue to operate at the Property. Furthermore, the Application includes provisions to record a covenant on the Property that requires the construction of a loading dock with 100 feet of clearance upon the sale of the building; and

WHEREAS, granting the Zoning Exception will not be materially detrimental to the public welfare nor to property located in the vicinity because the loading areas would still be provided, albeit in a side-on format, and those operations would continue to be conducted in the rear of the Property. The loss of landscaping would occur in the rear of the Property and would not be seen from the street. All the proposed improvements would occur in the rear of the Property and the street frontage, access, and internal circulation patterns would not be altered; and

WHEREAS, the proposed building addition is designed to comply with the provisions of the Industry Zoning Ordinance in terms of height, setbacks, parking, access, circulation, trash/recycling facilities, screening, materials, and to maintain the existing design of the building and frontage along Railroad Street; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality

Act ("CEQA"), pursuant to Section 15301 (Class 1 Existing Facility) of the CEQA Guidelines. In accordance with Section 15301, additions of 10,000 square feet or less are exempt when the project is in an area where all public services and facilities are available to allow for maximum development under the general plan, and the project is located in an area that is not environmentally sensitive. The project is an 8,850 square foot addition to an existing building in an area that is currently paved, has all utilities, and is located in an industrially developed area that is not environmentally sensitive; and

WHEREAS, notice of the City Council's October 22, 2015, public hearing on the Application was published in *The San Gabriel Valley Tribune* on October 9, 2015, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on October 9, 2015; and

WHEREAS, on October 22, 2015, 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 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 hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for Development Plan 15-13 and Zone Exception 15-3, the City Council hereby finds and determines that Application will not result in or have a significant impact on the environment, because additions of less than 10,000 square feet in areas where all public services and utilizes are available, and are not environmentally sensitive are exempt. The proposal is for an 8,850 square foot addition to an existing building in an area that is currently paved, has all utilities, and is located in an industrially developed area that is not environmentally sensitive. Therefore, the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), pursuant to Section 15301 (Class 1, Existing Facilities) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

SECTION 4. Based upon substantial evidence presented to the City Council during the October 22, 2015 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Notice of Exemption, and the City's Code, the City Council finds as follows:

A. The Zoning Exception is necessary for the Project for the preservation of a substantial property right and will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because the Project will allow business operations to continue at the Property and for the provision of loading areas in a side-on format in the rear of the Property. The Project will not be detrimental to the public or surrounding properties because all the proposed improvements would occur in the rear of the Property and the street frontage, access, and internal circulation patterns would not be altered. The existing driveways would not be altered nor would emergency access or the traffic patterns. The loss of landscaping would not be seen from the street. A covenant will be recorded requiring the construction of the loading dock meeting City standards upon sale of the building which will ensure the building accommodates typical back-in loading operations for future tenants; and

B. There are practical difficulties associated with the development of the Property due to existing of back-in loading bays with 100 feet of clearance that do not accommodate the large-format product that can only be loaded/unloaded from the side of a flatbed truck. The building must be modified to accommodate side-on loading operations and, at the same time, space for new equipment. Side-on loading operations do not need 100 feet of clearance and the Applicant desires to place the building addition in the location of the existing truck-wells. The spirit of the Code will be observed, public safety secured and substantial justice done because the new addition will occur at the rear of the Property and will not be visible from the street, the loss of landscaping will not be noticed since it will occur on the rear of the property, and the street frontage will not be altered. Loading operations will still be accommodated in a side-on format and will continue to occur in the rear of the Property and, upon the sale of the building, a loading dock with 100 feet of clearance will be constructed to accommodate typical back-in loading operations for future tenants. The driveways, which have clear visibility, will not be altered nor will emergency access and traffic patterns.

C. Based on the foregoing, the City Council approves Zoning Exception 15-3 to allow the total landscaped area to be less than required (10.4 percent vs. 12 percent minimum required); the maximum building area to exceed standards (54.6 percent vs. 50 percent maximum required); and the loss of loading bays with 100 feet of clearance, subject to the Conditions of Approval, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 5. Based upon substantial evidence presented to the City Council during the October 22, 2015 public meeting, including public testimony and written and

oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Notice of Exemption, and the City's Code, 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 subdivided and developed with an industrial building 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 Employment in the General Plan and zoned Manufacturing, 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 because the addition is a negligible expansion of an existing business that will not increase traffic congestion or alter traffic patterns, alter the existing driveway access from Railroad Street, diminish the existing professional and coordinated architectural design of the building, or alter the existing landscape frontage along Railroad Street. The addition will be constructed to meet applicable structural and fire codes, maintain a clear drive-aisle and perimeter around the building, accommodate employee parking on-site, and blend with colors and materials of the existing building; and

C. The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Zoning Exception, 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 the Property is designated as Employment, which allows for the improvement of industrial buildings.

E. Based on the foregoing, the City Council approves Development Plan No. 15-13, subject to the Conditions of Approval, attached hereto as Exhibit A, and incorporated herein by reference.

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 regular meeting held on October 22, 2015 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 15-13 and Zone Exception 15-3

Applicant: Acromil Corp.

Location: 18421 Railroad 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. Prior to Building Final of Development Plan 15-13 and Zone Exception 15-3, the Applicant shall record a covenant on the Property requiring the construction of a dock-high loading bay as shown on the approved plan upon sale of the building, subject to the approval by the City Attorney.

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. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
3. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
4. The Applicant shall provide off-street parking as shown on the approved development plan.
5. 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.

6. 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.
7. For projects less than 1 acre of disturbed soil. 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).
8. 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.
9. 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 the Property and included in any sale or lease agreement or deed of the Property.
10. 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.
11. 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).
12. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
13. 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).

14. 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. 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 Director 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 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.

CITY COUNCIL

ITEM NO. 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

October 15, 2015

From: Paul J. Philips, City Manager

Staff: Troy Helling, Senior Planner

Subject: Development Plan 15-2 – Lamada Plaza

Proposal

Development Plan Application 15-2 is being proposed by JWL Associates Inc. on behalf of Arrow Realty Inc. for an addition to, and remodel of, the old Toy's R Us building at 17961 Gale Avenue within the Plaza at Puente Hills shopping center.

Sections 17.36.020 and 17.36.100 of the Municipal Code require approval of a Development Plan by the City Council for new construction and expansions that exceed \$75,000. The proposed project has a valuation of approximately \$500,000.

As part of an effort to attract new tenants to the space vacated by Toys R Us, the property owner is proposing an addition and updated façade. As shown on the site plan and floor plan (Attachments 1 and 2), the existing building contains 45,034 square feet on the first floor and the applicant is proposing an addition of 9,900 square feet of retail suites on the second floor with a large open space courtyard area (Attachment 3). As proposed, the total building area would be 54,924 square feet. The floor plan is designed as an open mall type concept that will allow for a mixture of retail and fast-food uses.

The existing facade facing Gale Avenue would be replaced with a new, modern stucco design that will have new roof lines and trim caps. The existing windows on the front elevation would remain and be incorporated into the new design. The elevation would incorporate different stucco colors, treatments, roof heights, and entry treatments, which will improve the appearance of the building and complement the existing architecture within the shopping center (Attachment 4).

Staff Analysis

Development Plan Application

The proposed development project is consistent with the Zoning ("C" – Commercial) and General Plan (Commercial) designations of the site and complies with the following development and design standards in Section 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 new design of the building provides an improved appearance that complements the existing

architecture of the shopping center.

- Meets access requirements. Section 17.36.060.K and N of the Municipal Code requires a minimum driveway and drive-aisle width of 26 feet. Two driveways of 26 feet in width exist and will remain to provide access from Gale Avenue. Internal drive-aisle widths that provide will access to the existing building will be maintained at a minimum of 26 feet.

Parking

The proposed retail and fast-food uses are parked at the rate of one space per 250 square feet and require 220 parking spaces. Based on the parking requirements of the Municipal Code, the Plaza at Puente Hills shopping center is currently parking deficient by 375 spaces. To allow the property owners options, staff required that the applicant hire a traffic engineer to perform a shared parking analysis (Attachment 5) to show that sufficient parking is available in reality and that businesses would not be negatively impacted by the additional 9,900 square feet of retail space on the second floor. The shared parking study is a theoretical projection of the parking demands and is based upon each business type (e.g. general office, medical office, retail, fine dining, and fast-food), actual parking demands observed at the site, and the expected peak demand periods for each business type.

Currently, there are 1,861 parking spaces shared within the shopping center. However, with the proposed added retail space, 2,236 parking spaces are now required to serve all the businesses and the center is deficient by 375 spaces.

Kunzman Associates Inc. conducted occupancy surveys on June 4, 2015 (Thursday), and June 6, 2015 (Saturday), to determine the existing parking demand at the Plaza at Puente Hills. The results of these surveys show that about 55 percent of the spaces in the center are occupied at the busiest periods, as shown below.

Summary of Parking Study Counts				
	Peak Time	Spaces Occupied	Spaces Empty	% Occupied
Weekday Peak	1PM	912	949	49%
Weekend Peak	1PM	1020	841	55%

Given the linear nature of the shopping center, certain areas of the parking lot are more crowded than others. The parking study accounted for this and divided the study into nine zones (as shown on Figures 3 and 4 of attachment 5). The zones on the eastern side of the shopping center are experiencing parking occupancies as high as 92 percent during peak weekend periods and 82 percent during peak weekday periods. However, the zones located near the proposed building in zone B and C on Figure 3 of the parking study experience parking occupancies as low as one percent and a high of 15 percent during peak weekend periods and low as five percent and a high of 15 percent during peak weekday periods. The parking study results, along with staff's observations, show that sufficient on-site parking will be available for the addition of the proposed 9,900 square feet of retail space.

Findings

Staff recommends that the City Council find that:

- The proposed addition to an existing retail of a building at an existing shopping center is consistent with the General Plan designation of Commercial and conforms

with the zoning designation of Commercial for the subject property in the City of Industry because the land use designations permit commercial uses as well as commercial development under certain standards, with which the proposed development complies;

- The proposed commercial development is compatible with the surrounding area, which consists of commercial uses because it would accommodate similar uses and would be developed in a similar character and under similar standards as those surrounding uses;
- There is adequate traffic capacity and street access from the existing driveways on Gale Avenue, which serves the project site.
- As noted in the staff report, the proposed development is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended.
- The use requested will not be a menace to or endanger the public health, safety or general welfare to the City due to the forgoing findings and that the project has been designed to comply with requirements of the Municipal Code.

Location and Surroundings

As shown on the attached location map (Attachment 6), the building is located at 17961 Gale Avenue, within the 444,564 square foot Plaza at Puente Hills shopping center, which is located north of the Pomona Freeway (SR-60) and Gale Avenue and west of Fullerton Road. Other businesses in the center include Sam's Club, Benihanna, Sam Ash Music, Home Depot, Kome restaurant, Golden Phoenix restaurant, and Frisco's Dinner. The project is surrounded on the east and west by commercial developments, on the north by railroad tracks with industrial development beyond.

Environmental Analysis

The proposed project is exempt from the California Environmental Quality Act (CEQA) and staff will file a notice of exemption (Attachment 7) upon approval per Section 15301 (e)(2) and Section 15301 (d), which exempts rehabilitations of deteriorated structures and additions of less than 10,000 square feet to existing structures if there is adequate public services, infrastructure and the site is not environmentally sensitive. The proposed modification would add 9,900 square feet to the existing building within an existing shopping center that is served by all utilities and is not environmentally sensitive.

Recommendation

Because the proposed project complies with the development standards of the Municipal Code, improves the project site, and satisfies the above-mentioned findings, Staff recommends that the City Council adopt Resolution No. CC 2015-36 (Attachment 8) approving Development Plan No. 15-2 with the Standard Requirements and Conditions of Approval contained in the Resolution.

Attachments

- Attachment 1: Site Plan
- Attachment 2: Floor Plan
- Attachment 3: Perspective
- Attachment 4: Elevations

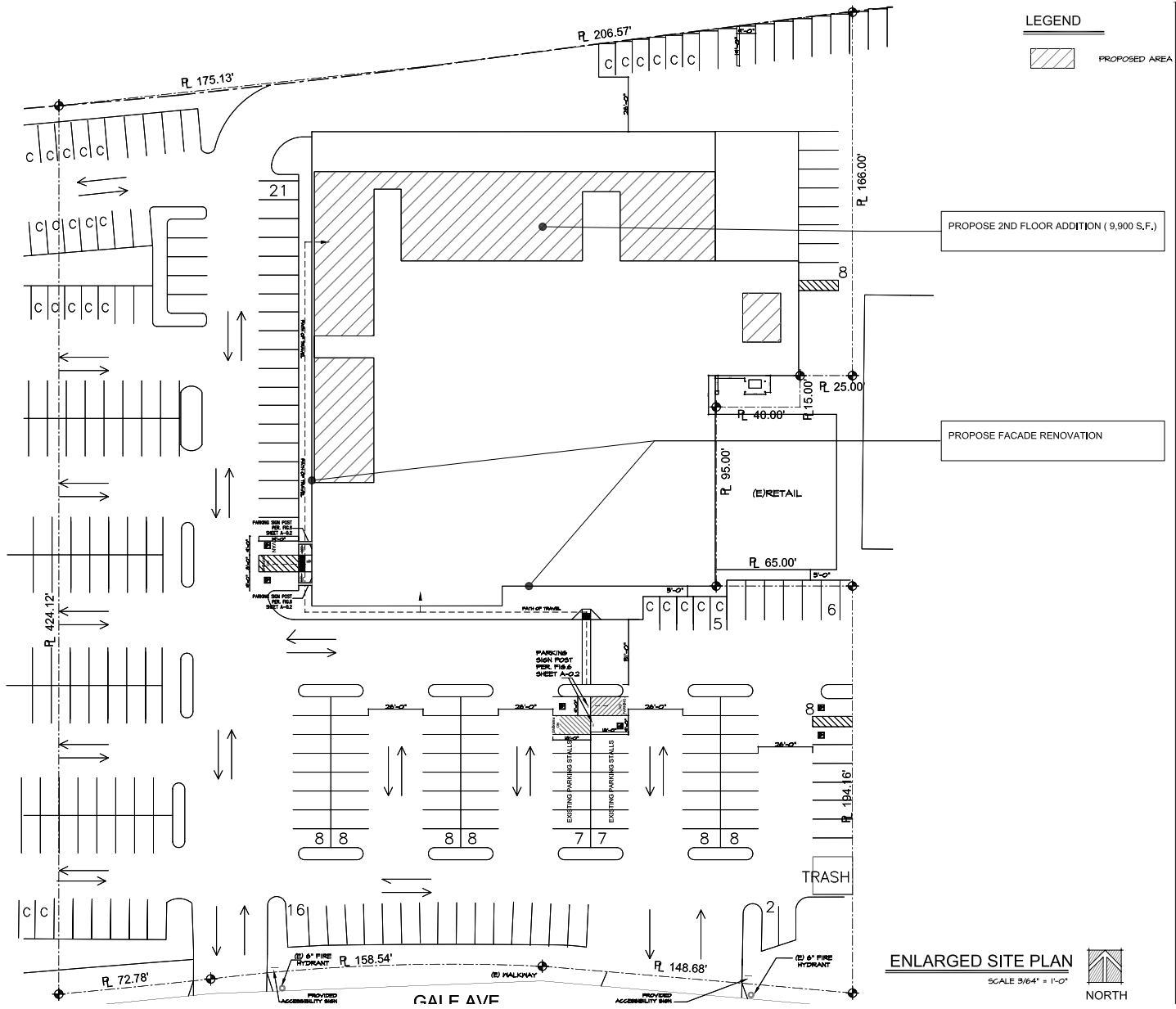
- Attachment 5: Parking Study
- Attachment 6 Location Map
- Attachment 7 Notice of Exemption
- Attachment 8: Resolution CC 2015-36 including Standard Requirements and Conditions of Approval

Attachment 1

Site Plan

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DP 15-2 Site Plan



LEGEND

 PROPOSED AREA

PROPOSE 2ND FLOOR ADDITION (9,900 S.F.)

PROPOSE FACADE RENOVATION

ENLARGED SITE PLAN
SCALE 3/64" = 1'-0"
NORTH



JWL ASSOCIATES, INC.

ARCHITECTURAL & ENGINEERING
1221 S. HACIENDA BLVD.
INDIENAVILLE, CA 91746
TEL: (951) 956-4188
FAX: (951) 956-4978

PROPOSED SECOND FLOOR ADDITION AND FACADE RENOVATION
LAIMODA PLAZA
PHASE 2 SECOND FLOOR ADDITION AND FACADE RENOVATION
17581 GALE AVE.
CITY OF INDUSTRY, CA 91748

PROPOSED FOR:
LAIMODA PLAZA
PHASE 2 SECOND FLOOR ADDITION AND FACADE RENOVATION
17581 GALE AVE.
CITY OF INDUSTRY, CA 91748



SHEET TITLE:
ENLARGED SITE PLAN

Issue Dates: 02/17/2014	
NO.	DATE
1	
2	
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Drawing No. _____
Date: _____
Scale: _____
Sheet Number: _____

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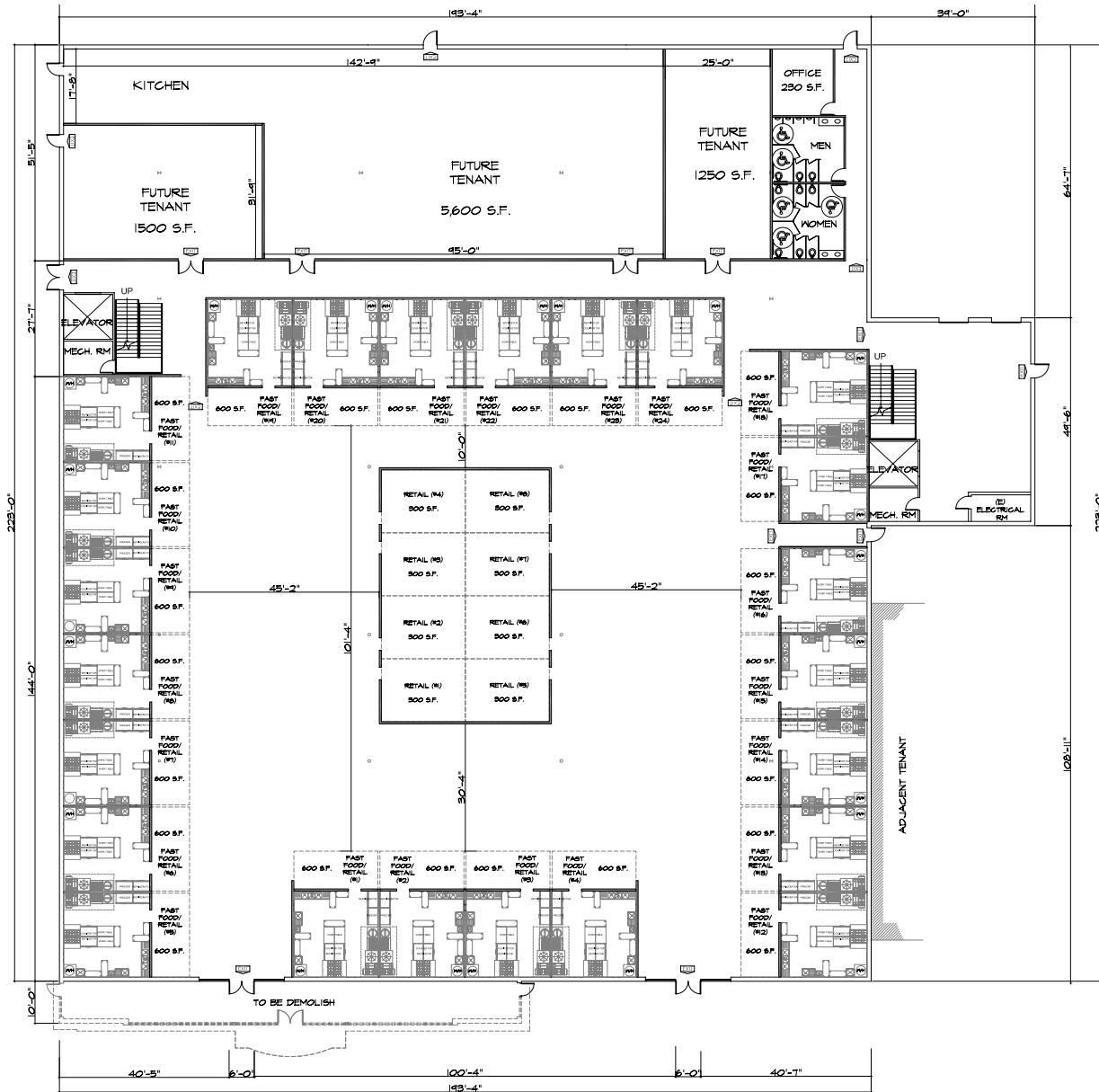
Attachment 2

Floor Plan

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DP 15-2

First Floor Plan



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Attachment 3

Perspective

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DP 15-2 Perspective



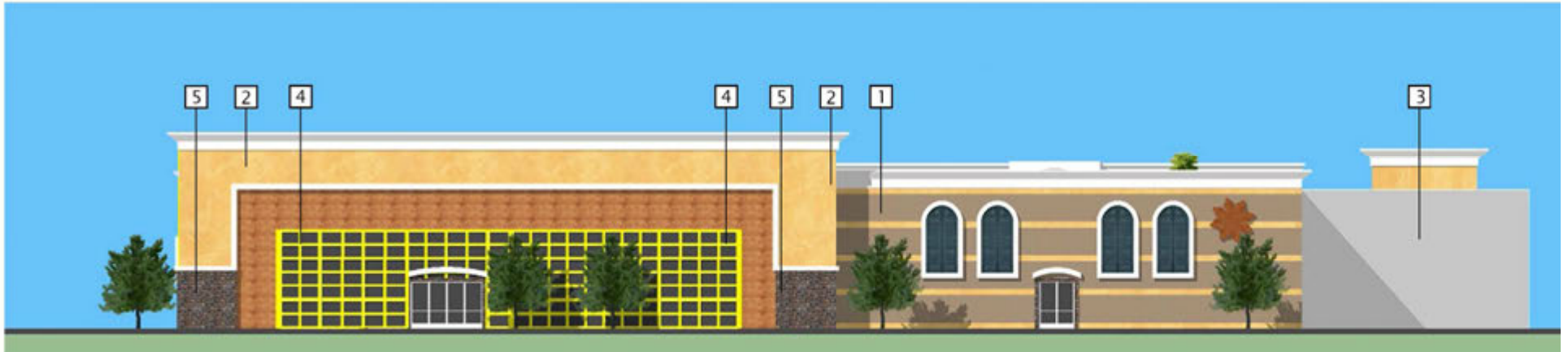
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Attachment 4

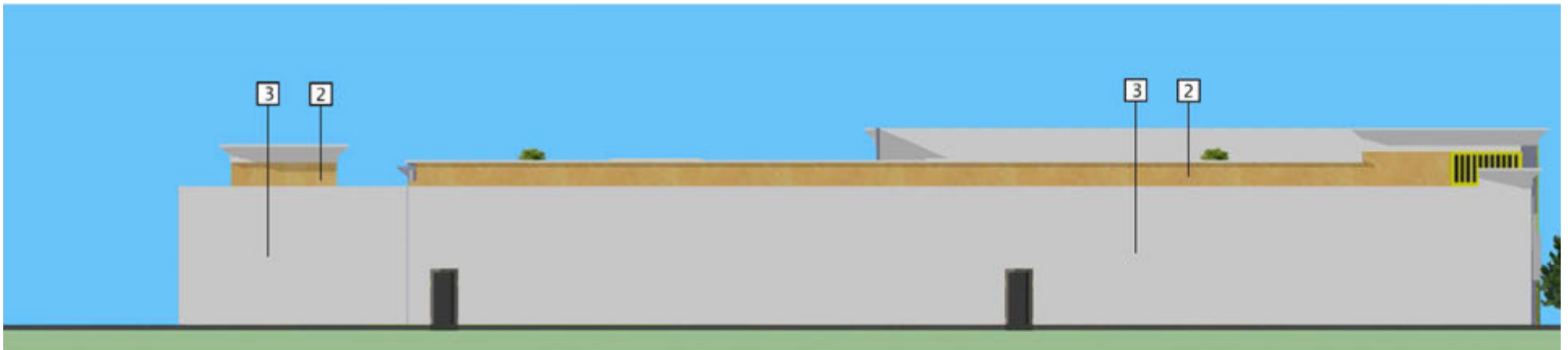
Elevations

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DP 15-2 Elevations (N & S)



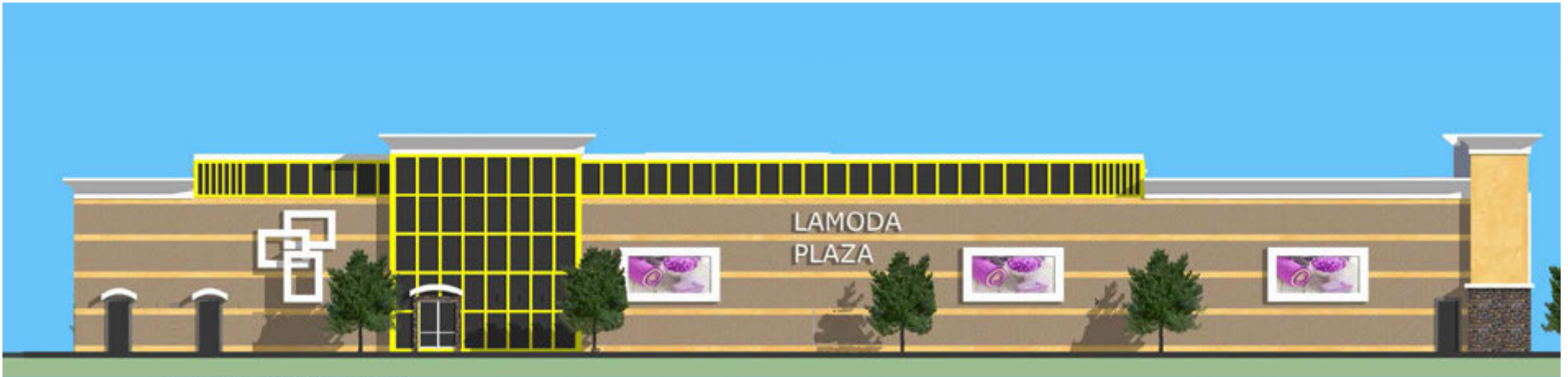
NORTH ELEVATION PROPOSED



SOUTH ELEVATION PROPOSED

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DP 15-2 Elevations (E & W)



WEST ELEVATION



EAST ELEVATION

LAMODA PLAZA



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Attachment 5
Parking Analysis
Kunzman Associates, Inc.
June 9, 2015

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KUNZMAN ASSOCIATES, INC.

PLAZA AT PUENTE HILLS

PARKING ANALYSIS

June 9, 2015



KUNZMAN ASSOCIATES, INC.

PLAZA AT PUENTE HILLS

PARKING ANALYSIS

June 9, 2015

Prepared by:

Maverick Chengcuenca, E.I.T.
Carl Ballard, LEED GA
William Kunzman, P.E.

William Kunzman



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Orange, California 92868
(714) 973-8383

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June 9, 2015

Mr. Eddie Peng
JWL ASSOCIATES
1221 South Hacienda Boulevard
Hacienda Heights, CA 91745

Dear Mr. Peng:

INTRODUCTION

The firm of Kunzman Associates, Inc. is pleased to submit this parking study for the Plaza at Puente Hills project in the City of Industry. The applicant is proposing the Golden Phoenix project located at 17919 Gale Avenue, Unit 101 and the Lamoda Plaza project located at 17961 Gale Avenue. Kunzman Associates, Inc. has been asked to conduct an analysis of the parking for the Plaza at Puente Hills in order to ascertain if adequate parking spaces are provided for existing and future conditions.

This report summarizes our methodology, analysis, and findings. Although this is a technical report, every effort has been made to write the report clearly and concisely. To assist the reader with those terms unique to transportation engineering, a glossary of terms is provided within Appendix A.

PROJECT DESCRIPTION

The project site is located north of Gale Avenue and west of Fullerton Road in the City of Industry. The project site currently provides a total of 1,861 parking spaces of which 1,829 are currently available. A proposed service station will remove 66 of the existing parking spaces¹. The applicant is proposing to add 33 additional parking spaces and the new proposed parking available will be 1,796 parking spaces. Figure 1 illustrates an aerial photo of the project site.

Table 1 shows the current and proposed project land uses. As shown in Table 2, the following land uses are proposed or assumed at the vacant buildings:

- 17919 Gale Avenue, Unit 101 - Full Service Restaurant (Applicant's location)
- 17919 Gale Avenue, Unit 102 - Fine/Casual Dining Restaurant
- 17961 Gale Avenue - Mixed Use (Applicant's location)
- 18261 Gale Avenue #D - Office

The proposed 17961 Gale Avenue development has been assumed to consist of approximately 46,250 square feet of retail, 6,750 square feet of fast-food restaurant, and 2,000 square feet of office. Figure 2 shows the project site plan.

¹ Source: Sam's Club Service Station Parking Study prepared by Kunzman Associates, Inc. (June 23, 2014).

Mr. Eddie Peng
JWL ASSOCIATES
June 9, 2015

To determine if adequate parking is provided for the existing land uses, the expected parking demand based on the City of Industry parking code for vacant land uses is added to the parking counts and compared to the number of parking spaces provided. A shared parking analysis utilizing procedures developed by the Urban Land Institute is also discussed in this parking study.

As shown in Table 1, the project site will be occupied with retail, fine/casual dining restaurant, office, fast-food restaurant, and family restaurant land uses.

PARKING CODE

In addition to the existing parking demand created by the occupied buildings, the total maximum parking demand for the project site is determined by adding the parking demand for the vacant buildings based on the City of Industry Parking Code requirements (see Appendix B).

Table 2 calculates the number of additional parking spaces required for the vacant buildings based upon the City of Industry Parking Code. Based upon the proposed land uses provided by the applicant, a total of 322 parking spaces are required for the vacant buildings.

PARKING DEMAND SURVEY

Based upon discussions with the City of Industry staff and the applicant, the peak periods for parking at the project site were determined to be 9:00 AM to 9:00 PM on a weekday (Thursday) and 9:00 AM to 9:00 PM on a weekend (Saturday). To quantify the existing parking demand for the project site, the project site was surveyed at 1-hour intervals on Thursday (June 4, 2015) and Saturday (June 6, 2015).

The project site parking areas were divided into nine (9) parking zones as shown on Figure 3 and 4. The parking surveys are shown in Tables 3 and 4. The parking survey conducted on Saturday (June 6, 2015) shows the maximum number of occupied parking spaces is 1,020 parked vehicles from 1:00 PM to 2:00 PM (see Table 4). This is a maximum parking occupancy of 55 percent ($1,020/1,861 = 54.8\%$).

It should be noted that a total of thirty-two (32) parking spaces were occupied for Home Depot supplies and shopping carts in Parking Zones E and G. The lack of access to these parking areas did not appear to affect the parking survey of existing conditions because more than sufficient unoccupied parking spaces remained available even during peak conditions. Without access to these parking spaces, the project site currently provides a total of approximately 1,829 parking spaces. The proposed parking reduction of 66 parking spaces will be taken by the service station installation and the addition of 33 parking spaces equals 1,796 proposed parking spaces.

MAXIMUM LIKELY PARKING DEMAND

As indicated in Table 5, the expected peak parking demand is 1,342 occupied parking spaces for the project site. However, a ten (10) percent overage is recommended to assure there is adequate parking. The total maximum likely parking demand of 1,476 occupied parking spaces will allow for parking on-site

Mr. Eddie Peng
JWL ASSOCIATES
June 9, 2015

and provide sufficient additional parking for the existing and proposed land uses based upon the proposed 1,796 parking spaces provided.

SHARED PARKING

Because the peak parking demands for the various land uses are non-coincidental, there is substantial opportunity for shared parking to occur.

Kunzman Associates, Inc. has used the procedures developed by the Urban Land Institute, Shared Parking (2005). The Urban Land Institute shared parking analysis evaluates the types of uses, parking rates, monthly variations of parking demand by land use, differences between weekday and weekend parking demand for customer/visitor and employees, and the hourly distribution of peak parking demand for each type of land use. The Urban Land Institute procedures were utilized in this study to evaluate peak parking demand that would occur for the project at any point in time when monthly, day of week, and hourly factors are utilized.

A computer program was used to analyze the shared parking for the proposed development. The program is consistent with the procedures provided by the Urban Land Institute. The following inputs were included within the shared parking computer program for each land use:

- Peak parking demand by land use per parking code.
- Weekend vs. weekday adjustment factors.
- Customer/visitor/guest and employee/resident factors.
- Monthly adjustment factors to account for variations in parking demand over the year. It should be noted that a late December month is defined as the period between Christmas and New Year's Day, reflecting high attendance at active entertainment venues, lower demand at office and other employment-centered destinations, and moderate demand for retail.
- Hourly distribution of parking demand based upon the Urban Land Institute data.

The idea of a shared parking analysis is that if the various land uses have peak parking demands at different points in time, or on different days of the week, then the number of spaces required is not the sum of the parking requirements for each land use, but rather less. If the peak demands for the various land uses are non-coincidental, then there is an opportunity for sharing of parking. To determine the degree to which shared parking can occur, the cumulative hourly parking demand of the land uses is calculated at all points in time throughout the day for both weekdays and weekends. With the parking demand known by hour and day, then the maximum peak parking demand during a seven day week can be determined. The maximum expected parking demand during the seven day week is then used as a basis for determining the number of parking spaces needed.

Mr. Eddie Peng
JWL ASSOCIATES
June 9, 2015

To determine the degree to which sharing of parking can occur, each month of the year was evaluated and the peak parking demand for both weekdays and weekends was determined utilizing data provide by the Urban Land Institute.

To conduct a shared parking analysis, it is necessary to disaggregate the parking code into weekday and weekend as well as customer/visitor/guest and employee/resident parking space demands. Based on the City of Industry Parking Code and the Urban Land Institute recommended parking ratios for weekdays and weekends, the disaggregated parking spaces required are shown in Table 6. A total of 1,793 parking spaces are required for weekdays and 2,174 parking spaces are required for weekends.

As will be shown below, when monthly, day of week, and hourly parking factors are utilized, less than 2,174 parking spaces will be needed for the project site.

Table 7 shows the expected hourly peak parking demand of the land uses for both weekdays and weekends. Table 8 shows the cumulative parking demand peaks for all land uses combined.

Based on the calculations in this report, a December maximum parking demand of 1,604 parking spaces will occur on weekdays at 1:00 PM - 2:00 PM, and a December maximum parking demand of 1,655 parking spaces will occur on weekends from 2:00 PM - 3:00 PM. The detailed computer calculations for each month are included in Appendix C. Figure 5 shows the peak parking demand by month. Figure 6 shows the peak parking demand for the peak month by hour.

Based on the parking demand survey, it appears that the project site generates significantly less parking demand than estimated by the Urban Land Institute shared parking methodology.

Sufficient on-site parking is provided based on the maximum likely parking demand of 1,476 parking spaces and the proposed 1,796 parking spaces provided.

CONCLUSIONS

1. The project site is located north of Gale Avenue and west of the Fullerton Road in the City of Industry.
2. The applicant is proposing the Golden Phoenix project located at 17919 Gale Avenue, Unit 101 and the Lamoda Plaza project located at 17961 Gale Avenue.
3. The project site plan currently provides a total of 1,861 parking spaces of which 1,829 are currently available and 1,796 parking spaces are proposed to be available in the future. The project site will be occupied with retail, fine/casual dining restaurant, office, fast-food restaurant, and full service restaurant land uses.
4. Based upon City parking requirements for currently vacant buildings on the project site, a total of 322 parking spaces are required for the project site in addition to the maximum number of occupied parking spaces as determined through the parking demand survey.

Mr. Eddie Peng
JWL ASSOCIATES
June 9, 2015

5. Based upon discussions with the City of Industry staff and the applicant, the peak periods for parking at the project site were determined to be 9:00 AM to 9:00 PM on a weekday (Thursday) and 9:00 AM to 9:00 PM on a weekend (Saturday).
6. The existing parking demand for the project site was determined by surveying the project site at 1-hour intervals on Thursday (June 4, 2015) and Saturday (June 6, 2015). The parking survey conducted on Saturday (June 6, 2015) shows the maximum number of occupied parking spaces is 1,020 parked vehicles from 1:00 PM to 2:00 PM. This is a maximum parking occupancy of 55 percent ($1,020/1,861 = 54.8\%$).
7. The total maximum likely parking demand of 1,476 occupied parking spaces will allow for parking on-site and provide sufficient additional parking for the existing and proposed land uses based upon the proposed 1,796 parking spaces provided.
8. Because the peak parking demands for the various land uses are non-coincidental, there is substantial opportunity for shared parking to occur.
9. Based on the City of Industry Parking Code and the Urban Land Institute recommended parking ratios for weekdays and weekends, a total of 1,793 parking spaces are required for weekdays and 2,174 parking spaces are required for weekends.
10. Once shared parking factors are utilized, a December maximum parking demand of 1,604 parking spaces will occur on weekdays at 1:00 PM - 2:00 PM, and a December maximum parking demand of 1,655 parking spaces will occur on weekends from 2:00 PM -3:00 PM.
11. Sufficient on-site parking is provided based on the parking study.

It has been a pleasure to serve your needs on the Plaza at Puente Hills project. Should you have any questions or if we can be of further assistance, please do not hesitate to call at (714) 973-8383.

Sincerely,

KUNZMAN ASSOCIATES, INC.



Carl Ballard, LEED GA
Principal

#6141



KUNZMAN ASSOCIATES, INC.



William Kunzman, P.E.
Principal

Table 1
Project Land Uses¹

Building Address	Status	Tenant	Land Use	Quantity	Units ²
17835 Gale Avenue	Occupied	Sam's Club	Retail	125.2	TSF
17877 Gale Avenue	Occupied	Benihana	Fine/Casual Dining	7.9	TSF
17919 Gale Avenue #101	Occupied	Taste Gui Zhou	Family Restaurant	4.6	TSF
17919 Gale Avenue #102	Vacant		Fine/Casual Dining	2.5	TSF
17919 Gale Avenue #201-202	Occupied	Coldwell Banker/George Realty	Office	4.3	TSF
17919 Gale Avenue #203	Occupied	New Sun International Travel Inc.	Office	0.9	TSF
17919 Gale Avenue #205	Occupied	Insurance Agency Inc.	Office	0.9	TSF
17961 Gale Avenue	Vacant	Former Toy's R Us	Mixed Use	55.0	TSF
18001 Gale Avenue	Occupied	Crystal Lighting	Retail	4.8	TSF
18007 Gale Avenue	Occupied	EE convenience store	Retail	2.0	TSF
18009 Gale Avenue	Occupied	World Hot Pot	Fine/Casual Dining	6.0	TSF
18015 Gale Avenue	Occupied	My Dearest Corp.	Fine/Casual Dining	7.0	TSF
18017 Gale Avenue	Occupied	Kang Kang	Fast Food	3.7	TSF
18021 & 18025 Gale Avenue	Occupied	Chubby Cheek Café	Fine/Casual Dining	3.7	TSF
18031 Gale Avenue	Occupied	Sam Ash	Retail	20.0	TSF
18041 Gale Avenue	Occupied	Wicks Furniture	Retail	30.0	TSF
18043 Gale Avenue	Occupied	Luxy 101	Fine/Casual Dining	2.4	TSF
18045 Gale Avenue	Occupied	Plaza Vision	Retail	2.5	TSF
18047 Gale Avenue	Occupied	Nails Elite	Retail	1.5	TSF
18055 Gale Avenue	Occupied	OK Furniture	Retail	12.0	TSF
18061 Gale Avenue	Occupied	Kome Buffet	Fine/Casual Dining	9.3	TSF
18065 Gale Avenue	Occupied	Frisco's	Family Restaurant	3.2	TSF
18131 Gale Avenue	Occupied	Home Depot	Retail	109.5	TSF
18201 Gale Avenue #A	Occupied	Waba Grill	Fast Food	2.0	TSF
18201 Gale Avenue #B	Occupied	Q Pet	Retail	0.4	TSF
18205 Gale Avenue	Occupied	King Crawfish	Fine/Casual Dining	2.5	TSF
18207 Gale Avenue	Occupied	Jade House	Fine/Casual Dining	2.5	TSF
18209 Gale Avenue	Occupied	Pho Bamboo	Fast Food	2.0	TSF
18211 Gale Avenue	Occupied	Remy's Noodle Palace	Fast Food	1.2	TSF
18213 Gale Avenue	Occupied	Xian Kitchen	Fast Food	1.2	TSF
18215 Gale Avenue	Occupied	Best Golf	Retail	2.0	TSF
18217 Gale Avenue #A	Occupied	Help U Sell	Retail	0.4	TSF
18217 Gale Avenue #A	Occupied	Cocarny KYS	Fine/Casual Dining	3.6	TSF
18217 Gale Avenue #B	Occupied	AB Shabu	Fast Food	2.5	TSF
18219 Gale Avenue #A	Occupied	Noodle House	Fast Food	3.2	TSF
18219 Gale Avenue #B	Occupied	Ruen Pair	Fast Food	3.1	TSF
18261 Gale Avenue #A	Occupied	I - Hop	Family Restaurant	4.8	TSF
18261 Gale Avenue #B	Vacant	Former Icon Industry	Office	2.3	TSF
18261 Gale Avenue #C	Occupied	Multi-Trans	Office	1.3	TSF
18261 Gale Avenue #D	Occupied	KMC Accountancy Corp	Office	1.2	TSF
18271 Gale Avenue	Occupied	Jack in the Box	Fast Food	2.4	TSF
Total				457.602	TSF

¹ The Plaza at Puente Hills square footage is currently 447,602 square feet

² TSF = Thousand Square Feet

Table 2

Additional Parking Spaces Required by City Code

Building Address	Land Use	Quantity	Units ¹	Parking Code Requirements	Parking Spaces Required
17919 Gale Avenue #101	Full Service Restaurant	4.6	TSF	1 space per 50 square feet	92.0
		0 ²	Fixed Seats	1 space per 2.5 fixed seats	0.0
17919 Gale Avenue #102	Fine/Casual Dining	2.5	TSF	1 space per 250 square feet	10.0
17961 Gale Avenue	Retail	46.3	TSF	1 space per 250 square feet	185.0
	Fast-Food Restaurant	6.8	TSF	1 space per 250 square feet	27.0
	Office	2.0	TSF	1 space per 250 square feet	8.0
18261 Gale Avenue #B	Office	2.3	TSF	1 space per 250 square feet	9.2
Total					331.2 (Say 332)

¹ TSF = Thousand Square Feet

² As the final restaurant configuration is not known, no fixed seats were assumed and the entire floor was used for the 1 parking space per 50 square feet calculation.

Table 3

Thursday (June 4, 2015) Parking Count

Time Period	Number of Parked Vehicles and Percentage of Occupied Parking Spaces																			
Parking Zone	A		B		C		D		E ¹		F		G ²		H		I		Total	
Parking Spaces Provided	410		325		108		162		132		170		358		97		99		1861	
9:00 AM - 10:00 AM	64	16%	18	6%	5	5%	10	6%	6	5%	31	18%	135	38%	3	3%	57	58%	329	18%
10:00 AM - 11:00 AM	104	25%	13	4%	7	6%	16	10%	24	18%	41	24%	149	42%	15	15%	63	64%	432	23%
11:00 AM - 12:00 PM	147	36%	14	4%	10	9%	29	18%	41	31%	57	34%	184	51%	46	47%	75	76%	603	32%
12:00 PM - 1:00 PM	187	46%	39	12%	12	11%	68	42%	49	37%	119	70%	187	52%	69	71%	59	60%	789	42%
1:00 PM - 2:00 PM ³	247	60%	46	14%	16	15%	91	56%	43	33%	134	79%	179	50%	75	77%	81	82%	912	49%
2:00 PM - 3:00 PM	231	56%	31	10%	15	14%	62	38%	49	37%	103	61%	171	48%	66	68%	49	49%	777	42%
3:00 PM - 4:00 PM	223	54%	15	5%	16	15%	42	26%	46	35%	53	31%	138	39%	52	54%	38	38%	623	33%
4:00 PM - 5:00 PM	218	53%	17	5%	11	10%	43	27%	46	35%	45	26%	135	38%	47	48%	21	21%	583	31%
5:00 PM - 6:00 PM	216	53%	9	3%	8	7%	42	26%	44	33%	53	31%	109	30%	51	53%	20	20%	552	30%
6:00 PM - 7:00 PM	246	60%	14	4%	8	7%	46	28%	55	42%	67	39%	106	30%	61	63%	18	18%	621	33%
7:00 PM - 8:00 PM	206	50%	17	5%	9	8%	68	42%	46	35%	120	71%	105	29%	66	68%	42	42%	679	36%
8:00 PM - 9:00 PM	216	53%	19	6%	6	6%	104	64%	48	36%	142	84%	111	31%	66	68%	54	55%	766	41%

¹ Home Depot supplies and carts occupies 9 parking spaces

² Home Depot supplies and carts occupies 23 parking spaces

³ Peak Parking Demand

Table 4

Saturday (June 6, 2015) Parking Count

Time Period	Number of Parked Vehicles and Percentage of Occupied Parking Spaces																			
Parking Zone	A		B		C		D		E ¹		F		G ²		H		I		Total	
Parking Spaces Provided	410		325		108		162		132		170		358		97		99		1861	
9:00 AM - 10:00 AM	79	19%	14	4%	1	1%	7	4%	19	14%	24	14%	161	45%	4	4%	58	59%	367	20%
10:00 AM - 11:00 AM	115	28%	12	4%	1	1%	21	13%	37	28%	54	32%	214	60%	14	14%	74	75%	542	29%
11:00 AM - 12:00 PM	173	42%	23	7%	4	4%	42	26%	50	38%	90	53%	221	62%	48	49%	84	85%	735	39%
12:00 PM - 1:00 PM	244	60%	23	7%	6	6%	88	54%	57	43%	135	79%	191	53%	75	77%	87	88%	906	49%
1:00 PM - 2:00 PM ³	300	73%	27	8%	6	6%	119	73%	60	45%	144	85%	186	52%	89	92%	89	90%	1020	55%
2:00 PM - 3:00 PM	317	77%	24	7%	10	9%	87	54%	65	49%	124	73%	207	58%	68	70%	59	60%	961	52%
3:00 PM - 4:00 PM	286	70%	22	7%	8	7%	69	43%	52	39%	65	38%	177	49%	60	62%	35	35%	774	42%
4:00 PM - 5:00 PM	289	70%	30	9%	11	10%	58	36%	48	36%	57	34%	153	43%	57	59%	25	25%	728	39%
5:00 PM - 6:00 PM	281	69%	19	6%	16	15%	63	39%	55	42%	81	48%	142	40%	53	55%	28	28%	738	40%
6:00 PM - 7:00 PM	292	71%	21	6%	9	8%	93	57%	48	36%	121	71%	128	36%	64	66%	29	29%	805	43%
7:00 PM - 8:00 PM	263	64%	27	8%	8	7%	115	71%	47	36%	129	76%	137	38%	75	77%	60	61%	861	46%
8:00 PM - 9:00 PM	221	54%	32	10%	10	9%	134	83%	40	30%	123	72%	129	36%	83	86%	67	68%	839	45%

¹ Home Depot supplies and carts occupies 9 parking spaces

² Home Depot supplies and carts occupies 23 parking spaces

³ Peak Parking Demand

Table 5

Parking Demand Summary

Descriptor	Number of Parking Spaces
Additional Parking Spaces Required by City Code ¹	322
Maximum Parking Demand During Peak Hours ²	1,020
Expected Peak Parking Demand	1,342
10% Overage Factor	134
Total Maximum Parking Demand	1,476
Parking Spaces Currently Available	1,829
Proposed Parking Spaces to be Removed	- 66
Proposed Parking Spaces to be Added	+ 33
Proposed Parking Spaces Provided	1,796

¹ See Table 2.

² See Table 4.

Table 6

Parking Required by Code per ULI Shared Parking Analysis¹

Address	Tenant	Land Use	Quantity	Units ²	Required Parking Spaces ³	Weekday Requirements			Weekend Requirements		
						Customer/ Visitor/Guest	Employee/ Resident	Total	Customer/ Visitor/Guest	Employee/ Resident	Total
17835 Gale Avenue	Sam's Club	Retail	125.2	TSF	501	296	77	373	401	100	501
17877 Gale Avenue	Benihana	Fine/Casual Dining	7.9	TSF	32	24	4	28	27	5	32
17919 Gale Avenue #101	Taste Gui Zhou	Family Restaurant	4.6	TSF	19	11	2	13	16	3	19
17919 Gale Avenue #102		Fine/Casual Dining	2.5	TSF	11	8	1	9	9	2	11
17919 Gale Avenue #201-202	Coldwell Banker/George Realty	Office	4.3	TSF	17	1	16	17	0	2	2
17919 Gale Avenue #203	New Sun International Travel Inc.	Office	0.9	TSF	3	0	3	3	0	0	0
17919 Gale Avenue #205	Insurance Agency Inc.	Office	0.9	TSF	3	0	3	3	0	0	0
17961 Gale Avenue	Former Toy's R Us	Mixed Use	55.0	TSF	220	158	43	201	170	42	212
18001 Gale Avenue	Crystal Lighting	Retail	4.8	TSF	19	14	3	17	15	4	19
18007 Gale Avenue	EE convenience store	Retail	2.0	TSF	8	6	1	7	6	2	8
18009 Gale Avenue	World Hot Pot	Fine/Casual Dining	6.0	TSF	24	18	3	22	20	4	24
18015 Gale Avenue	My Dearest Corp.	Fine/Casual Dining	7.0	TSF	102	78	14	92	87	15	102
18017 Gale Avenue	Kang Kang	Fast Food	3.7	TSF	15	13	2	15	12	2	14
18021 & 18025 Gale Avenue	Chubby Cheek Café	Fine/Casual Dining	3.7	TSF	15	11	2	13	13	2	15
18031 Gale Avenue	Sam Ash	Retail	20.0	TSF	80	58	14	72	64	16	80
18041 Gale Avenue	Wicks Furniture	Retail	30.0	TSF	120	87	21	108	96	24	120
18043 Gale Avenue	Luxy 101	Fine/Casual Dining	2.4	TSF	10	7	1	9	8	1	10
18045 Gale Avenue	Plaza Vision	Retail	2.5	TSF	10	7	2	9	8	2	10
18047 Gale Avenue	Nails Elite	Retail	1.5	TSF	6	4	1	5	5	1	6
18055 Gale Avenue	OK Furniture	Retail	12.0	TSF	48	35	8	43	38	10	48
18061 Gale Avenue	Kome Buffet	Fine/Casual Dining	9.3	TSF	227	173	31	204	193	34	227
18065 Gale Avenue	Frisco's	Family Restaurant	3.2	TSF	13	9	2	11	10	3	13
18131 Gale Avenue	Home Depot	Retail	109.5	TSF	438	204	49	253	351	88	438
18201 Gale Avenue #A	Waba Grill	Fast Food	2.0	TSF	8	7	1	8	6	1	7
18201 Gale Avenue #B	Q Pet	Retail	0.4	TSF	1	1	0	1	1	0	1
18205 Gale Avenue	King Crawfish	Fine/Casual Dining	2.5	TSF	56	43	8	51	48	8	56
18207 Gale Avenue	Jade House	Fine/Casual Dining	2.5	TSF	10	8	1	9	9	2	10
18209 Gale Avenue	Pho Bamboo	Fast Food	2.0	TSF	8	7	1	8	6	1	7
18211 Gale Avenue	Remy's Noodle Palace	Fast Food	1.2	TSF	5	4	1	5	4	1	5
18213 Gale Avenue	Xian Kitchen	Fast Food	1.2	TSF	5	4	1	5	4	1	5
18215 Gale Avenue	Best Golf	Retail	2.0	TSF	8	6	1	7	6	2	8
18217 Gale Avenue #A	Help U Sell	Retail	0.4	TSF	2	1	0	2	2	0	2
18217 Gale Avenue #A	Cocarny KYS	Fine/Casual Dining	3.6	TSF	14	11	2	13	12	2	14
18217 Gale Avenue #B	AB Shabu	Fast Food	2.5	TSF	48	37	7	43	41	7	48
18219 Gale Avenue #A	Noodle House	Fast Food	3.2	TSF	13	11	2	13	10	2	12
18219 Gale Avenue #B	Ruen Pair	Fast Food	3.1	TSF	12	10	2	12	10	2	11
18261 Gale Avenue #A	I - Hop	Family Restaurant	4.8	TSF	70	49	12	61	54	14	68
18261 Gale Avenue #B	Former Icon Industry	Office	2.3	TSF	9	1	8	9	0	1	1
18261 Gale Avenue #C	Multi-Trans	Office	1.3	TSF	5	0	5	5	0	0	0
18261 Gale Avenue #D	KMC Accountancy Corp	Office	1.2	TSF	5	0	5	5	0	0	0
18271 Gale Avenue	Jack in the Box	Fast Food	2.4	TSF	9	7	1	8	8	1	9
Subtotal						381	69	450	425	75	500
Office						3	47	50	0	4	4
Retail						853	211	1064	1141	285	1426
Fast Food						123	22	144	123	21	144
Family Restaurant						69	16	85	80	19	100
Total						1,793			2,174		

¹ Shared parking ratios were obtained from the Urban Land Institute, *Shared Parking*, 2005.

² TSF = Thousand Square Feet

³ Required parking spaces were obtained from either the City of Industry Code or planning staff.

Table 7
Hourly Peak Parking Demand

Time of the Day	Weekday																																						
	January			February			March			April			May			June			July			August			September			October			November			December			Late December		
	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total			
6:00 AM	17	26	43	17	26	43	19	27	46	18	27	45	19	27	46	19	27	46	19	27	46	20	27	47	18	27	45	19	27	46	18	30	48	23	32	55	20	30	50
7:00 AM	50	56	106	50	56	106	57	56	113	56	56	112	58	56	114	59	56	115	57	56	113	60	56	116	56	56	112	58	56	114	60	60	120	77	64	141	65	57	122
8:00 AM	120	138	258	121	138	259	135	138	273	133	138	271	138	138	276	140	138	278	136	137	273	145	137	282	133	138	271	138	138	276	146	148	296	193	158	351	119	142	261
9:00 AM	249	225	474	253	225	478	283	227	510	277	227	504	290	227	517	294	227	521	284	225	509	303	225	528	280	227	507	290	227	517	309	246	555	364	265	629	216	237	453
10:00 AM	465	257	722	473	257	730	530	258	788	519	258	777	543	258	801	550	258	808	531	256	787	567	256	823	524	258	782	543	258	801	580	279	859	673	301	974	430	270	700
11:00 AM	635	281	916	646	281	927	723	282	1,005	707	282	989	741	282	1,023	749	282	1,031	727	280	1,007	773	280	1,053	715	282	997	741	282	1,023	788	306	1,094	944	330	1,274	697	297	994
12:00 NOON	750	286	1,036	763	286	1,049	853	287	1,140	834	287	1,121	873	287	1,160	882	287	1,169	859	286	1,145	910	286	1,196	842	287	1,129	873	287	1,160	925	312	1,237	1,166	337	1,503	967	304	1,271
1:00 PM	777	286	1,063	790	286	1,076	884	287	1,171	865	287	1,152	905	287	1,192	915	287	1,202	890	286	1,176	944	286	1,230	873	287	1,160	905	287	1,192	960	312	1,272	1,267	337	1,604	1,048	304	1,352
2:00 PM	720	290	1,010	732	290	1,022	819	291	1,110	800	291	1,091	839	291	1,130	848	291	1,139	824	289	1,113	875	289	1,164	810	291	1,101	839	291	1,130	892	316	1,208	1,233	341	1,574	1,016	307	1,323
3:00 PM	633	281	914	643	281	924	720	283	1,003	706	283	989	740	283	1,023	748	283	1,031	724	281	1,005	772	281	1,053	715	283	998	740	283	1,023	792	308	1,100	1,165	333	1,498	950	299	1,249
4:00 PM	641	275	916	651	275	926	729	276	991	748	276	991	748	276	1,024	757	276	1,033	732	275	1,007	781	275	1,056	722	276	998	748	276	1,024	800	301	1,101	1,122	326	1,448	918	293	1,211
5:00 PM	711	255	966	723	255	978	809	257	1,066	791	257	1,048	829	257	1,086	838	257	1,095	814	256	1,070	864	256	1,120	800	257	1,057	829	257	1,086	882	281	1,163	1,068	305	1,373	883	276	1,159
6:00 PM	757	246	1,003	770	246	1,016	860	248	1,108	840	248	1,088	880	248	1,128	889	248	1,137	866	247	1,113	918	247	1,165	849	248	1,097	880	248	1,128	932	272	1,204	1,070	296	1,366	810	270	1,080
7:00 PM	759	239	998	772	239	1,011	862	241	1,103	843	241	1,084	883	241	1,124	891	241	1,132	868	241	1,109	920	241	1,161	852	241	1,093	883	241	1,124	934	265	1,199	1,021	289	1,310	688	264	952
8:00 PM	648	223	871	658	223	881	736	224	960	720	224	944	754	224	978	760	224	984	742	224	966	785	224	1,009	727	224	951	754	224	978	796	247	1,043	889	269	1,158	537	247	784
9:00 PM	453	186	639	461	186	647	513	188	701	502	188	690	524	188	712	529	188	717	518	188	706	547	188	735	505	188	693	524	188	712	550	207	757	709	226	935	389	207	596
10:00 PM	321	113	434	326	113	439	364	114	478	353	114	467	371	114	485	373	114	487	369	114	483	387	114	501	356	114	470	371	114	485	384	124	508	484	134	618	289	124	413
11:00 PM	171	57	228	174	57	231	194	58	252	188	58	246	196	58	254	197	58	255	197	58	255	203	58	261	188	58	246	196	58	254	198	62	260	237	66	303	169	62	231
12:00 MID	42	14	56	42	14	56	47	14	61	44	14	58	47	14	61	47	14	61	48	14	62	49	14	63	44	14	63	44	14	59	49	14	59	49	14	63	47	14	61
Maximum			1,063			1,076			1,171			1,152			1,192			1,202			1,176			1,230			1,160			1,192			1,272			1,604			1,352
Time of the Day	Weekend																																						
	January			February			March			April			May			June			July			August			September			October			November			December			Late December		
	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total	Customer/ Visitor	Employee	Total
6:00 AM	14	29	43	15	29	44	15	29	44	15	29	44	16	29	45	16	29	45	16	29	45	16	29	45	15	29	44	16	29	45	16	32	48	20	35	55	17	32	49
7:00 AM	49	50	99	50	50	100	56	50	106	54	50	104	57	50	107	57	50	107	57	50	107	59	50	109	55	50	105	57	50	107	59	55	114	77	59	136	65	55	120
8:00 AM	96	113	209	97	113	210	108	115	223	107	115	222	110	115	225	111	115	226	110	115	225	116	115	231	107	115	222	110	115	225	117	127	244	115	138	289	126	126	252
9:00 AM	241	205	446	244	205	449	274	205	479	269	205	474	281	205	486	284	205	489	274	205	479	293	205	498	271	205	476	281	205	486	300	227	527	456	248	704	238	226	464
10:00 AM	395	239	634	400	239	639	449	240	689	442	240	682	461	240	701	466	240	706	451	240	691	482	240	722	445	240	685	461	240	701	493	264	757	774	288	1,062	449	263	712
11:00 AM	534	265	799	542	265	807	608	267	875	596	267	863	622	267	889	630	267	897	612	267	879	651	267	918	602	267	869	622	267	889	664	294	958	939	321	1,260	681	293	974
12:00 NOON	694	276	970	704	276	980	788	278	1,066	773	278	1,051	807	278	1,085	815	278	1,093	794	278	1,072	842	278	1,120	779	278	1,057	807	278	1,085	858	307	1,165	1,184	335	1,519	934	306	1,240
1:00 PM	759	275	1,034	769	275	1,044	863	277	1,140	846	277	1,123	885	277	1,162	894	277	1,171	868	277	1,145	922	277	1,199	853	277	1,130	885	277	1,162	941	306	1,247	1,300	334	1,634	1,073	305	1,378
2:00 PM	794	273	1,067	806	273	1,079	903	275	1,178	887	275	1,162	927	275	1,202	937	275	1,212	908	275	1,183	967	275	1,242	895	275	1,170	927	275	1,202	992	304	1,296	1,323	332	1,655	1,086	303	1,389
3:00 PM	762	267	1,029	774	267	1,041	867	269	1,136	852	269	1,121	891	269	1,160	901	269	1,170	872	269	1,141	929	269	1,198	861	269	1,130	891	269	1,160	956	298	1,254	1,285	326	1,611	1,050	298	1,348
4:00 PM	728	264	992	740	264	1,004	828	266	1,094	814	266	1,080	850	266	1,116	860	266	1,126	833	266	1,099	888	266	1,154	823	266	1,089	850	266	1,116	913	295	1,208	1,226	323	1,549	1,001	295	1,296
5:00 PM	726	264	990	736	264	1,000	826	266	1,092	810	266	1,076	849	266	1,115	857	266	1,123	830	266	1,096	883	266	1,149	817	266	1,083	849	266	1,115	905	293	1,198	1,204	320	1,524	945	292	1,237
6:00 PM	726	243	969	736	243	979	825	245	1,070	808	245	1,053	844	245	1,089	852	245	1,097	831	245	1,076	880	245	1,125	813	245	1,058	844	245	1,089	893	269	1,162	1,166	293	1,459	880	269	1,149
7:00 PM	698	231	929	708	231	939	792	233	1,025	775	233	1,008	811	233	1,044	817	233	1,050	798	233	1,031	843	233	1,076	781	233	1,014	811	233	1,044	855	257	1,112	1,112	279	1,391	792	257	1,049
8:00 PM	616																																						

Table 8

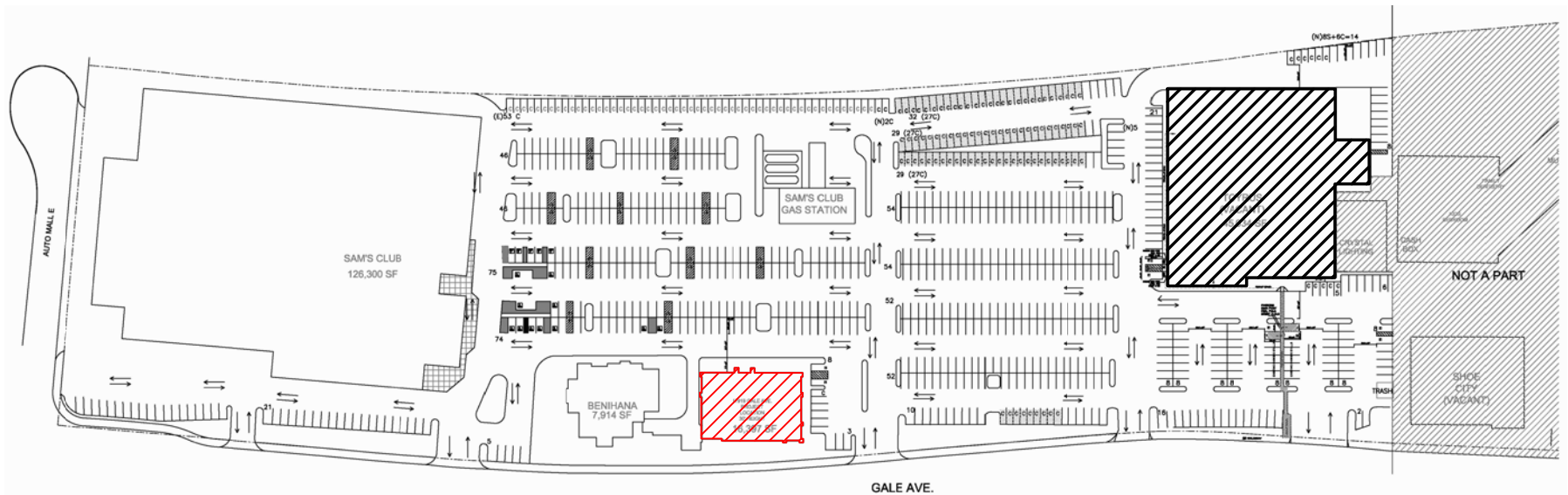
Monthly Peak Parking Demand

Month	Weekdays	Weekends
January	1,063	1,067
February	1,076	1,079
March	1,171	1,178
April	1,152	1,162
May	1,192	1,202
June	1,202	1,212
July	1,176	1,183
August	1,230	1,242
September	1,160	1,170
October	1,192	1,202
November	1,272	1,296
December	1,604	1,655
Late December	1,352	1,389
Maximum	1,604	1,655

Figure 1
Project Location Map



Figure 2
Site Plan



Legend



-  = Golden Phoenix
-  = Lamoda Plaza

Figure 3
Parking Zones A-D



Legend
A = Zone Letter
— = Zone Boundary

Figure 4
Parking Zones (E-I)

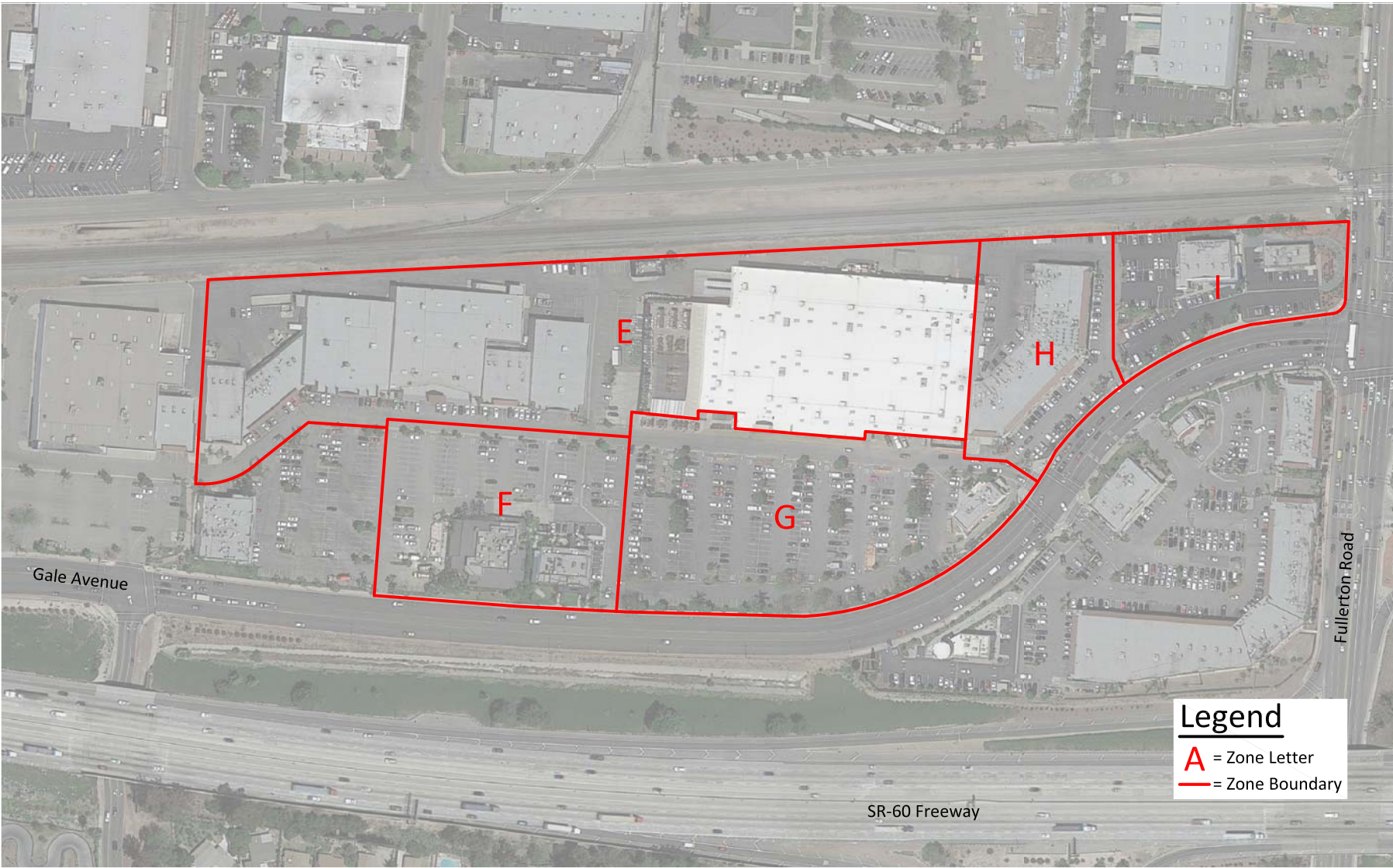


Figure 5
Monthly Peak Parking Demand

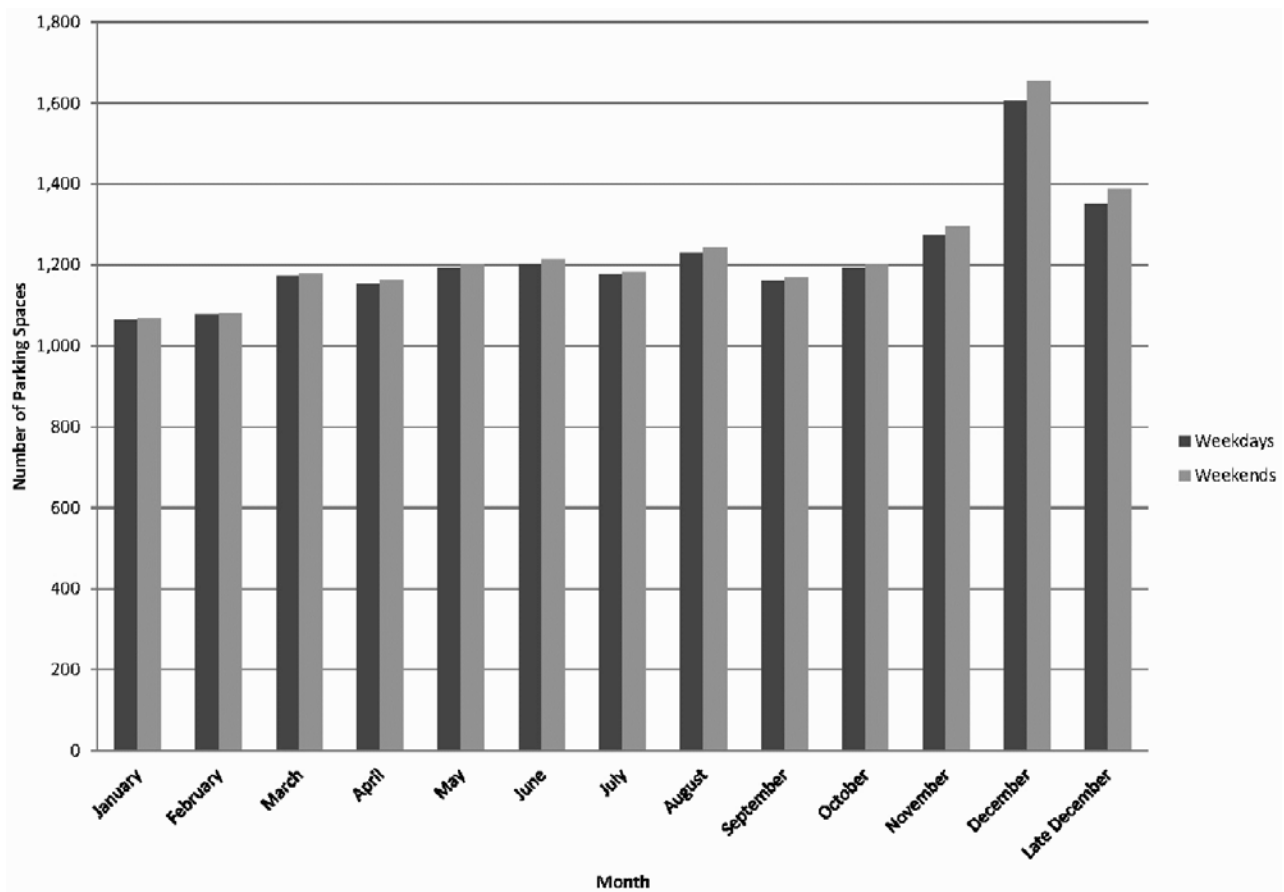
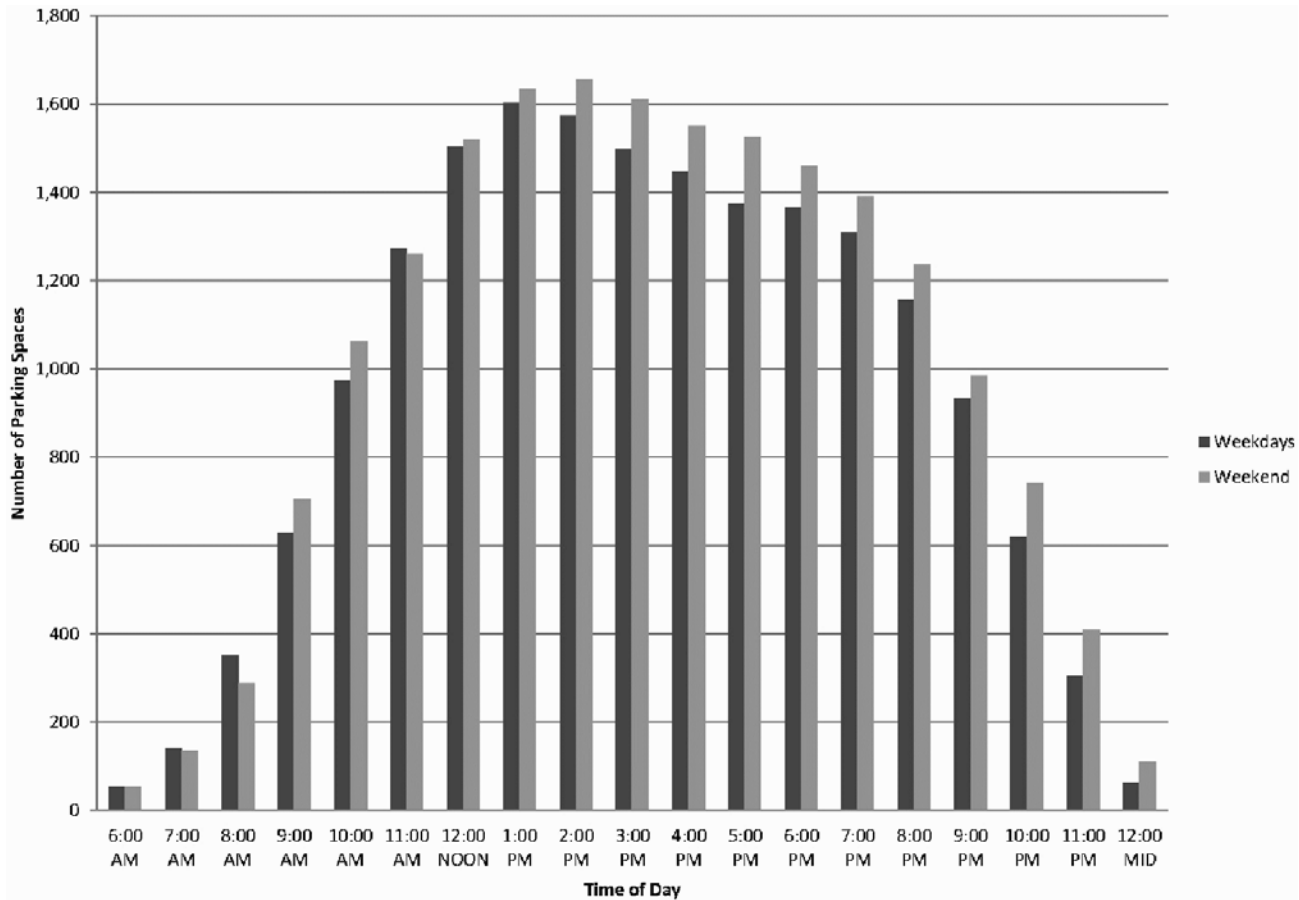


Figure 6
Peak Month Hourly Parking Demand



APPENDIX A

Glossary of Transportation Terms

GLOSSARY OF TRANSPORTATION TERMS

COMMON ABBREVIATIONS

AC:	Acres
ADT:	Average Daily Traffic
Caltrans:	California Department of Transportation
DU:	Dwelling Unit
ICU:	Intersection Capacity Utilization
LOS:	Level of Service
TSF:	Thousand Square Feet
V/C:	Volume/Capacity
VMT:	Vehicle Miles Traveled

TERMS

AVERAGE DAILY TRAFFIC: The total volume during a year divided by the number of days in a year. Usually only weekdays are included.

BANDWIDTH: The number of seconds of green time available for through traffic in a signal progression.

BOTTLENECK: A constriction along a travelway that limits the amount of traffic that can proceed downstream from its location.

CAPACITY: The maximum number of vehicles that can be reasonably expected to pass over a given section of a lane or a roadway in a given time period.

CHANNELIZATION: The separation or regulation of conflicting traffic movements into definite paths of travel by the use of pavement markings, raised islands, or other suitable means to facilitate the safe and orderly movements of both vehicles and pedestrians.

CLEARANCE INTERVAL: Nearly same as yellow time. If there is an all red interval after the end of a yellow, then that is also added into the clearance interval.

CORDON: An imaginary line around an area across which vehicles, persons, or other items are counted (in and out).

CYCLE LENGTH: The time period in seconds required for one complete signal cycle.

CUL-DE-SAC STREET: A local street open at one end only, and with special provisions for turning around.

DAILY CAPACITY: The daily volume of traffic that will result in a volume during the peak hour equal to the capacity of the roadway.

DELAY: The time consumed while traffic is impeded in its movement by some element over which it has no control, usually expressed in seconds per vehicle.

DEMAND RESPONSIVE SIGNAL: Same as traffic-actuated signal.

DENSITY: The number of vehicles occupying in a unit length of the through traffic lanes of a roadway at any given instant. Usually expressed in vehicles per mile.

DETECTOR: A device that responds to a physical stimulus and transmits a resulting impulse to the signal controller.

DESIGN SPEED: A speed selected for purposes of design. Features of a highway, such as curvature, superelevation, and sight distance (upon which the safe operation of vehicles is dependent) are correlated to design speed.

DIRECTIONAL SPLIT: The percent of traffic in the peak direction at any point in time.

DIVERSION: The rerouting of peak hour traffic to avoid congestion.

FORCED FLOW: Opposite of free flow.

FREE FLOW: Volumes are well below capacity. Vehicles can maneuver freely and travel is unimpeded by other traffic.

GAP: Time or distance between successive vehicles in a traffic stream, rear bumper to front bumper.

HEADWAY: Time or distance spacing between successive vehicles in a traffic stream, front bumper to front bumper.

INTERCONNECTED SIGNAL SYSTEM: A number of intersections that are connected to achieve signal progression.

LEVEL OF SERVICE: A qualitative measure of a number of factors, which include speed and travel time, traffic interruptions, freedom to maneuver, safety, driving comfort and convenience, and operating costs.

LOOP DETECTOR: A vehicle detector consisting of a loop of wire embedded in the roadway, energized by alternating current and producing an output circuit closure when passed over by a vehicle.

MINIMUM ACCEPTABLE GAP: Smallest time headway between successive vehicles in a traffic stream into which another vehicle is willing and able to cross or merge.

MULTI-MODAL: More than one mode; such as automobile, bus transit, rail rapid transit, and bicycle transportation modes.

OFFSET: The time interval in seconds between the beginning of green at one intersection and the beginning of green at an adjacent intersection.

PLATOON: A closely grouped component of traffic that is composed of several vehicles moving, or standing ready to move, with clear spaces ahead and behind.

ORIGIN-DESTINATION SURVEY: A survey to determine the point of origin and the point of destination for a given vehicle trip.

PASSENGER CAR EQUIVALENTS (PCE): One car is one Passenger Car Equivalent. A truck is equal to 2 or 3 Passenger Car Equivalents in that a truck requires longer to start, goes slower, and accelerates slower. Loaded trucks have a higher Passenger Car Equivalent than empty trucks.

PEAK HOUR: The 60 consecutive minutes with the highest number of vehicles.

PRETIMED SIGNAL: A type of traffic signal that directs traffic to stop and go on a predetermined time schedule without regard to traffic conditions. Also, fixed time signal.

PROGRESSION: A term used to describe the progressive movement of traffic through several signalized intersections.

SCREEN-LINE: An imaginary line or physical feature across which all trips are counted, normally to verify the validity of mathematical traffic models.

SIGNAL CYCLE: The time period in seconds required for one complete sequence of signal indications.

SIGNAL PHASE: The part of the signal cycle allocated to one or more traffic movements.

STARTING DELAY: The delay experienced in initiating the movement of queued traffic from a stop to an average running speed through a signalized intersection.

TRAFFIC-ACTUATED SIGNAL: A type of traffic signal that directs traffic to stop and go in accordance with the demands of traffic, as registered by the actuation of detectors.

TRIP: The movement of a person or vehicle from one location (origin) to another (destination). For example, from home to store to home is two trips, not one.

TRIP-END: One end of a trip at either the origin or destination; i.e. each trip has two trip-ends. A trip-end occurs when a person, object, or message is transferred to or from a vehicle.

TRIP GENERATION RATE: The quantity of trips produced and/or attracted by a specific land use stated in terms of units such as per dwelling, per acre, and per 1,000 square feet of floor space.

TRUCK: A vehicle having dual tires on one or more axles, or having more than two axles.

UNBALANCED FLOW: Heavier traffic flow in one direction than the other. On a daily basis, most facilities have balanced flow. During the peak hours, flow is seldom balanced in an urban area.

VEHICLE MILES OF TRAVEL: A measure of the amount of usage of a section of highway, obtained by multiplying the average daily traffic by length of facility in miles.

APPENDIX B

City of Industry Parking Code Requirements

Chapter 17.12

COMMERCIAL ZONE

Sections:

- 17.12.010** General prohibition.
- 17.12.020** Uses permitted with use permit.
- 17.12.025** Uses permitted with conditional use permit.
- 17.12.030** Entertainment and/or dance regulations.
- 17.12.040** Entertainment and/or dance exemptions.
- 17.12.045** Location requirements for massage establishments.
- 17.12.046** Amortization of nonconforming massage establishments.
- 17.12.050** Regulations.

17.12.010 General prohibition.

A person shall not use any premises in zone C except as specifically permitted in this chapter and subject to all regulations and conditions enumerated in this chapter. (Ord. 178 § 200, 1961)

17.12.020 Uses permitted with use permit.

Property in zone C may be used for the following uses subject to the issuance of a use permit for each such use pursuant to Chapter 17.44:

Athletic/health clubs;

Banks and financial institutions;

Bar or cocktail lounge;

Barber shop;

Beauty shop;

Blueprinting and photocopying;

Carwash;

City, county, state, federal or other governmental public buildings, including but not limited to, city halls, schools, libraries, police and fire stations, and post offices;

Coffee shop;

Cleaners/laundromat;

Commercial off-street parking facility;

Delicatessen;

Drug store;

Employment agency;

Fast-food restaurant;

Liquor store;

Massage establishment as defined in Chapter 5.20 and subject to the requirements of Chapter 5.20 and this chapter.

Motorcycle agency for the selling or leasing of new motorcycles and the selling or leasing of secondhand motorcycles on the same lot or parcel of land taken in as a trade-in on such new motorcycles and repairs related to such new or secondhand motorcycles;

Office (administrative, professional or service), including medical and dental offices and out-patient clinics;

Photographer's studio;
Printing and publishing;
Recycling facilities as defined in and permitted by Chapter 17.52 of this title;
Retail stores;
Travel agency;
Veterinarian office;
Vocational school. (Ord. 730 § 2, 2007; Ord. 729-U § 2, 2007; Ord. 651 § 7, 2000; Ord. 545 §§ 2 (part), 4, 1988; Ord. 542 § 4 (part), 1987; Ord. 410 § 1, 1977; Ord. 408 § 1, 1977; Ord. 178 § 201, 1961)

17.12.025 Uses permitted with conditional use permit.

Property in zone C may be used for the following uses subject to the issuance of conditional use permit for such use(s) pursuant to Chapter 17.48:

1. Bowling alley;
2. Child care—Preschool;
3. Church;
4. Dance studio;
5. Drama theater or playhouse;
6. Entertainment or dancing. Any business or use that includes entertainment or dancing as part of that business or use. This subsection shall not apply to any business regulated by the terms of Chapter 17.14 of this code and defined in Section 17.08.005 of this code;
7. Gasoline service station;
8. A combination of gasoline service station and any retail store(s) not related to automobile services on the same parcel of property;
9. Hospital;
10. Ice skating/roller skating rink;
11. Indoor children's soft play facility in which each child must be accompanied by an adult who must remain in the building at all times until the child departs the building;
12. Movie theater or cinema;
13. Restaurants. (Ord. 651 § 8, 2000; Ord. 608 § 1, 1994; Ord. 545 §§ 2 (part), 4, 1988; Ord. 542 § 4 (part), 1987; Ord. 410 § 1, 1977; Ord. 408 § 1, 1977; Ord. 178 § 201, 1961)

17.12.030 Entertainment and/or dance regulations.

Any business or use that includes entertainment and/or dancing as part of that business or use shall comply with the following:

- A. A business must have a minimum of five thousand square feet of continuous building area to conduct entertainment and/or dancing.
- B. A Los Angeles County sheriff's department investigation shall be conducted on the background on all owners or officers of a business or corporation prior to the planning commission review of the conditional use permit application.
- C. A written security program for the premises shall be presented to, and approved by, the Los Angeles County sheriff's department and city manager prior to the planning commission review of the conditional use permit application.
- D. The required security program shall be implemented and maintained in a manner satisfactory to the city and the sheriff's department.

E. The entire premises is subject to inspection by the Los Angeles County sheriff's department and/or city representative at any reasonable time without prior notification.

F. Adequate lighting will be provided in the parking lot areas and access sidewalks at all times.

G. The hours of operation shall be restricted to six a.m. to two a.m., seven days a week.

H. Permittee will be held responsible for acquainting all employees with these rules and all applicable local, county, state, or federal laws.

I. 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.

J. The noise level created by any entertainment and/or dance 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:

1. Fifty-five dBA between seven a.m. and ten p.m.
Fifty dBA between ten p.m. and seven a.m.
for a cumulative period of more than thirty minutes in any hour;
2. Sixty dBA between seven a.m. and ten p.m.
Fifty-five dBA between ten p.m. and seven a.m.
for a cumulative period of more than fifteen minutes in any hour;
3. Sixty-five dBA between seven a.m. and ten p.m.
Sixty dBA between ten p.m. and seven a.m.
for a cumulative period of more than five minutes in any hour;
4. Seventy dBA between seven a.m. and ten p.m.
Sixty-five dBA between ten p.m. and seven a.m.
at any time.

Any noise level measurements made pursuant to this subsection shall be performed in accordance with the following criteria:

a. "Noise level" means the "A" weighted sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty micronewtons per square meter. The unit of measurement shall be designated as dB(A)

b. "Sound level meter" means an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

K. Any violation of these regulations or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the conditional use permit. (Ord. 651 § 9, 2000; Ord. 644 § 3, 1999; Ord. 608 §§ 4—6, 1994; Ord. 545 § 2 (part), 1988; Ord. 542 § 5, 1987; Ord. 501-U § 1, 1985; Ord. 178 § 202, 1961)

17.12.040 Entertainment and/or dance exemptions.

The following activities or events shall be exempt from the provision of Sections 17.12.025 and 17.12.030 of this code:

A. A nonprofit organization or nonprofit group of persons whose organization or group is either one of a patriotic nature, or of a social, education, religious or charitable purpose shall be permitted to conduct four events annually (commencing on the first day of each year) with entertainment and/or dancing.

B. Any entertainment and/or dance conducted at a city owned facility. (Ord. 651 § 10, 2000)

17.12.045 Location requirements for massage establishments.

A. A massage establishment may not be located within one thousand feet of any existing adult business whether or not such other use is located within the city.

B. The distance specified in this section will be measured in a straight line from the nearest point of the property line of the premises in which the proposed massage establishment is to be located to the nearest point of the property line of the adult business. (Ord. 730 § 2, 2007; Ord. 729-U § 2, 2007)

17.12.046 Amortization of nonconforming massage establishments.

A. Amortization Period. After July 1, 2010, no person may cause, allow, or permit the continued operation, maintenance or use of a lot, building or structure as a legal nonconforming massage establishment, unless such use is granted an extension pursuant to subsections C and D of this section. For the purposes of this section, the term “legal nonconforming massage establishment” means any massage establishment use that was legally established and lawfully operating on April 26, 2007.

B. Early Termination. Any termination or revocation of the license of a legal nonconforming massage establishment, or the discontinuance (by operation of law or voluntary) or abandonment of such use for a period of thirty consecutive days, will result in the immediate loss of the legal nonconforming status of such use.

C. Extension Application. The owner of a legal nonconforming massage establishment or the owner of the property upon which such use exists, may file an application with the planning director for an extension of the amortization period in subsection A in accordance with the following procedures:

1. The application must be filed at least one hundred eighty days prior to the expiration of the amortization period established in subsection A of this section. The filing fee for the application will be the same as that for a variance as established by the city council;
2. The application must state the additional length of time requested for the amortization and the grounds for requesting such an extension of time including but not necessarily limited to information relevant to the criteria set forth in subsection D of this section;
3. The planning director will set the matter for a hearing within thirty calendar days following the receipt of a complete application.

D. Decision on Extension Application. The city manager or a designated hearing officer will hold a public hearing at which time all evidence and testimony regarding the request for an extension of the amortization period will be considered. The burden will be on the applicant to establish that the extension should be granted. In rendering a decision, the city manager or hearing officer must consider the following factors:

1. The massage establishment or property owner’s financial investment in the business, in particular the amount of investment prior to the adoption of Section 17.12.045, which for the purposes of this chapter was April 26, 2007;
2. The present actual and depreciated value of business improvements;
3. The applicable Internal Revenue Service depreciation schedules;
4. The remaining useful life of the business improvements;
5. The remaining lease term;
6. The date upon which the business owner or property owner first received notice of the nonconforming status of the use;
7. The cost of relocating the business to a site conforming to the provisions of this chapter;
8. The ability of the business owner or property owner to change the use to a conforming use;
9. The good faith efforts made to recoup the investment and to relocate the use;

10. The history of code and legal compliance by the massage establishment as well as the secondary effects of the massage establishment on the health, safety and welfare of surrounding businesses and uses and the secondary effects if the massage establishment were to be permitted to extend the amortization period.

The decision must be in writing and must include findings in support of the decision to grant or deny any extension of the amortization period. The decision must be hand delivered or sent by certified mail to the applicant within twenty business days of the hearing.

E. The decision of the city manager or hearing officer will be final. (Ord. 730 § 4, 2007; Ord. 729-U § 4, 2007)

17.12.050 Regulations.

The conditions under which the uses described in Sections 17.12.020 and 17.12.025 are permitted in zone C are as follows:

A. That not to exceed fifty percent of the land be occupied by structures;

B. That all goods, other than nursery stock and new and used cars, offered for sale, be displayed within a building enclosed by a roof and on all sides by walls;

C. That parking spaces shall be provided at a minimum ratio of one space per two hundred fifty square feet of floor area within the structures served by such spaces. All parking spaces shall be at least nine feet in width by nineteen feet in length, except that compact parking spaces which are at least eight feet in width by sixteen feet in length may constitute up to twenty percent of the required parking spaces. If the use consists of a gasoline service station and any retail store on the same parcel or lot, then the parcel or lot shall have, in addition to the parking spaces otherwise required for the gasoline service station, a number of parking spaces for the exclusive use of the retail store at a minimum ratio of one space per one hundred sixty-seven square feet of floor area within such retail store, or a total of six parking spaces, whichever is greater;

D. Restaurants and cocktail lounges shall provide on the same lot or parcel of land, parking spaces at the ratio of one space for every two and one-half fixed seats available for use by the public and one space per fifty square feet of floor area not occupied by fixed seating. Additional parking spaces may be required in connection with the granting of a conditional use permit;

E. That all buildings and structures shall be set back a minimum of thirty feet from the curb line of all streets;

F. That architectural and general appearance of all such commercial buildings and grounds be in keeping with the character of the neighborhood and such as not to be detrimental to the public health, safety, and general welfare of the community in which such use or uses are located;

G. That no commercial structure shall exceed a height of five stories or fifty feet, whichever is greater;

H. All driveways shall be a minimum of twenty-six feet in width. Aisles serving parking areas shall be a minimum twenty-six feet in width. All driveways shall be located so that vehicles exiting the site have an unobstructed view of the street and oncoming traffic. No driveway shall be located in such a manner that it creates a hazard for vehicles entering or exiting the site;

I. Truck loading docks located on the front or side of a building shall be screened by masonry walls, accessory structures, or landscaping in such a manner so as to be consistent with the provisions of Section 17.36.060 (R);

J. No outside storage of any property, building materials, or other property not permanently affixed to the real property shall be allowed, other than as provided for in this section and in Section 17.32.050 of this code. This requirement shall not apply to new and secondhand automobiles held out by an automobile agency for sale or lease pursuant to Section 17.12.020 (2) or Section 7.20.030 (B)(1);

K. All trash containers shall be kept within designated trash enclosure structures permanently affixed to the real property, constructed of either the same materials as the main structure or masonry blocks, and consisting of walls which are at least as high as the trash containers to be kept therein;

L. Emergency fire facilities (hydrants) shall be provided and kept free and unobstructed at all times in accordance with the requirements of the Los Angeles County fire department. A fire prevention inspection must be made by the Los Angeles County fire department within two weeks after occupancy of the building by a new purchaser or tenant;

M. All mechanical equipment (including roof-mounted equipment) shall be screened from public view by screening which is the same color as the main structure;

N. As an incidental use to a permitted use pursuant to Section 17.12.020 or incidental to a use permitted with a conditional use permit in accordance with Section 17.12.025 of this chapter, a maximum of two pool tables or billiard tables will be permitted. (Ord. 669 §§ 6—7, 2001; Ord. 651 § 11, 2000)

Chapter 17.13

AUTOMOBILE ZONE (AZ)

Sections:

- 17.13.010 Purpose.**
- 17.13.020 Permitted uses.**
- 17.13.030 Changes in zone.**

17.13.010 Purpose.

This automobile zone establishes the location of parcels deemed most suitable for the development and maintenance of a commercial area providing automobile-related merchandise and services. (Ord. 745 § 3, 2008)

17.13.020 Permitted uses.

The following uses are permitted on properties in zone AZ:

A. The selling or leasing of new automobiles, the selling or leasing of pre-owned automobiles taken in as a trade-in on new automobile sales on the same parcel of land, and ancillary sales of motorcycles.

B. Automobile service and repair performed in conjunction with an automobile dealership under subsection (A) of this section or a retail parts sales business, run on the same parcel or run on an adjoining parcel and owned by the same person or legal entity. All such service and repairs must be incidental to a primary use of selling or leasing new automobiles or selling new automobile parts. (Ord. 745 § 3, 2008)

17.13.030 Changes in zone.

A. Any change in zoning for a parcel from commercial to automobile must be made in accordance with the provisions of Chapter 17.28.

B. When reviewing a zone change application, the planning commission and city council will consider the following guidelines in exercising their discretion to grant the requested zone change:

1. The parcel must be contiguous with or within five hundred feet of another existing parcel in zone AZ. (Ord. 745 § 3, 2008)

Chapter 17.14

ADULT BUSINESS OVERLAY ZONE (A-B OVERLAY)

Sections:

- 17.14.010 Intent and purpose.**
- 17.14.020 Changes of zone.**
- 17.14.030 Location requirements.**
- 17.14.040 Development standards.**
- 17.14.050 Permitted zone classification.**
- 17.14.060 Adult business permit—Required.**
- 17.14.070 Adult business permit—Application.**
- 17.14.080 Application fee.**
- 17.14.090 Permit application—Review and approval.**
- 17.14.100 Existing adult businesses.**
- 17.14.105 Amortization of nonconforming adult businesses.**
- 17.14.110 Conflicts.**
- 17.14.120 Modifications or revocations.**

17.14.010 Intent and purpose.

It is the intent and purpose of the adult business overlay zone (hereinafter zone “A-B overlay”) to allow adult businesses in portions of the commercial zone where such commercial uses would be consistent with the general plan, compatible with surrounding commercial uses and not materially detrimental to adjacent properties; it is the further intent of this chapter to regulate adult businesses which, unless closely regulated, have the potential of causing serious adverse secondary effects upon the community. These secondary effects include, but are not limited to, the following: depreciation of property values, increases in vacancy rates in residential and commercial areas, increase in incidences of criminal activity, increase in litter, noise, and vandalism and the interference with enjoyment of residential property in the vicinity of such businesses. (Ord. 626 § 2 (part), 1996)

17.14.020 Changes of zone.

Any change of an existing commercial zone to include, in addition to the existing commercial zone uses, an A-B overlay zone, shall be made in accordance with: the provisions of Chapter 17.28. (Ord. 626 § 2 (part), 1996)

17.14.030 Location requirements.

A. Adult businesses shall not be located:

1. Within two hundred fifty feet of any lot upon which a residential use is legally occurring or within two hundred fifty feet of any property located in a zone permitting residential uses at the time of an application for an adult business permit, whether or not such other use is located within the city; or
2. Within five hundred feet of any church, chapel or other publicly recognized place of worship whether or not such other use is located within the city; or
3. Within five hundred feet of any public or private school (kindergarten through twelfth grade) or child care center whether or not such other use is located within the city; or

4. Within five hundred feet of any park owned by a public entity whether or not such other use is located within the city; or

5. Within five hundred feet of any existing adult business whether or not such other use is located within the city.

B. The distances specified in this section shall be measured in a straight line, without regard to intervening structures, from the nearest point of the property line of the premises in which the proposed adult business is to be established to the nearest point of the property line of a use or zoning classification listed above. (Ord. 626 § 2 (part), 1996)

17.14.040 Development standards.

The following development standards shall apply to adult businesses:

- A. No adult business shall be located in any temporary or portable structure.
- B. Trash dumpsters shall be enclosed by a screening enclosure so as not to be accessible to the public.
- C. No exterior door or window on the premises shall be propped or kept open at any time while the business is open, and all exterior windows shall be covered with opaque covering at all times.
- D. Permanent barriers shall be installed and maintained to screen the interior of the premises from public view for each door used as an entrance or exit to the business.
- E. No landscaping shall exceed thirty inches in height, within fifty feet of any portion of the business except trees with foliage not less than six feet above the ground.
- F. The entire exterior grounds, including the parking lot, shall be lighted in such a manner that all areas are clearly visible at all times.
- G. Signage shall conform to the standards established for the zone and shall not contain sexually oriented photographs, silhouettes or other sexually oriented pictorial representations.
- H. All entrances to adult businesses shall be clearly and legibly posted by a notice indicating that minors are prohibited from entering the premises.
- I. No residential structure or any other nonconforming structure shall be converted for use as an adult business.
- J. The adult business shall not conduct or sponsor any activities which create a demand for parking spaces beyond the number of spaces required by this code for the business.
- K. No adult business shall be operated in any manner that permits the observation of any persons or material depicting, describing or related to specified sexual activities or specified anatomical areas, inside the premises, from any public way or from any location outside the building or area of such establishment. This provision shall apply to any merchandise, display, decoration, sign, show window or other opening.
- L. All exterior areas of the adult business, including buildings, landscaping, and parking areas shall be maintained in a clean and orderly manner at all times.
- M. Any business license or permit required by this code shall be kept current at all times.
- N. Each adult business shall conform to all applicable laws and regulations.
- O. The adult business shall not operate or be open between the hours of two a.m. - and six a.m.
- P. The adult business will not conduct any massage, acupuncture, tattooing, acupressure or escort services, and will not allow such activities on the premises.
- Q. At least one security guard shall be on duty outside the premises, patrolling the premises, grounds and parking areas, at all times while the business is open. The security guard shall be charged with preventing violations of law, with enforcing compliance by patrons with the requirements of this chapter and with notifying the sheriff of any violations of law observed. Security guard(s) required by this subsection shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and

shall be duly licensed as a security guard as required by applicable provisions of state or local law. No security guard required pursuant to this subsection shall act as a doorperson, ticket seller, ticket taker or admittance person while acting as a security guard hereunder. (Ord. 626 § 2 (part), 1996)

17.14.050 Permitted zone classification.

Premises may be used for adult businesses only in zone A-B overlay. (Ord. 626 § 2 (part), 1996)

17.14.060 Adult business permit—Required.

No adult business shall be established until an application for an adult business permit is approved by the planning commission pursuant to the procedures set forth in this chapter. (Ord. 626 § 2 (part), 1996)

17.14.070 Adult business permit—Application.

An application for an adult business permit shall contain the information required by Section 17.48.030 of this code. (Ord. 626 § 2 (part), 1996)

17.14.080 Application fee.

When an adult business permit application is filed, it shall be accompanied by a filing fee in the amount of two hundred fifty dollars. (Ord. 626 § 2 (part), 1996)

17.14.090 Permit application—Review and approval.

A. When an application has been accepted as complete, the planning director shall set the application for a nondiscretionary public hearing before the planning commission within sixty days from the date on which the application was accepted as complete, generally following the notice procedures set out in Section 17.48.050 of this code. The planning commission shall approve or disapprove the application within ninety days from the date on which the application was accepted as complete by the planning director.

B. Any application for a permit pursuant to this chapter is considered to be a ministerial permit and, as such, is not subject to the time limits specified in Section 65960 et seq. of the Government Code, or the California Environmental Quality Act.

C. In considering an application for a permit pursuant to this chapter, the planning commission shall approve the permit if it makes the following findings:

1. The adult business is consistent with the location and development standards contained in this chapter; and

2. The adult business is located in a zone classification which lists the adult business as a permitted use; and

3. Except as specifically provided in this chapter, the adult business complies with the development requirements prescribed in this chapter.

D. Issuance or denial of the ministerial permit is not subject to administrative appeal. (Ord. 626 § 2 (part), 1996)

17.14.100 Existing adult businesses.

Any adult business lawfully operating as a conforming use will not be rendered nonconforming by the subsequent location of any of the uses set forth in Section 17.14.030 (A) of this chapter within the referenced distance separations regardless of whether such use is located within the city. (Ord. 703 § 2 (part), 2004; Ord. 626 § 2 (part), 1996)

17.14.105 Amortization of nonconforming adult businesses.

A. Amortization Period. After December 31, 2006, no person may cause, allow, or permit the continued operation, maintenance or use of a lot, building or structure as a legal nonconforming adult business which is not located within the city's A-B overlay zone, unless such use is granted an extension pursuant to subsections C and D of this section. For the purposes of this section, the term "legal nonconforming adult business" means any adult business use which was legally established and lawfully operating on November 24, 1996, which is the date upon which the ordinance first establishing this chapter became effective.

B. Early Termination. Any discontinuance or abandonment of a legal nonconforming adult business for a period of thirty consecutive days will result in a loss of the legal nonconforming status of such use.

C. Extension Application. The owner of a legal nonconforming adult business or the owner of the property upon which such use exists, may file an application with the planning director for an extension of the amortization period in accordance with the following procedures:

1. The application must be filed at least one hundred eighty days prior to the expiration of the amortization period established in subsection A of this section. The filing fee for the application will be the same as that for a variance as established by the city council;

2. The application must state the additional length of time requested for the amortization and the grounds for requesting such an extension of time including but not necessarily limited to information relevant to the criteria set forth in subsection D of this section;

3. Within thirty calendar days following the receipt of a complete application, the planning director shall set the matter for a hearing.

D. Decision on Extension Application. The city manager or a designated hearing officer will hold a public hearing at which time all evidence and testimony regarding the request for an extension of the amortization period will be considered. The burden will be on the applicant to establish that the extension should be granted. In rendering a decision, the city manager or hearing officer must consider the following factors:

1. The adult business owner's or property owner's financial investment in the business, in particular the amount of investment prior to notice of the city's intent to amortize existing legal nonconforming adult businesses, which for the purposes of this chapter was November 12, 2004;

2. The present actual and depreciated value of business improvements;

3. The applicable Internal Revenue Service depreciation schedules;

4. The remaining useful life of the business improvements;

5. The remaining lease term and the validity of such term in light of the city's original twenty-year amortization period for nonconforming adult businesses and the enactment of the current amortization period;

6. The date upon which the business owner or property owner first received notice of the nonconforming status of the use;

7. The cost of relocating the business to a site conforming with the provisions of this chapter;

8. The ability of the business owner or property owner to change the use to a conforming use;

9. The good faith efforts made to recoup the investment and to relocate the use;

10. The secondary effects of the adult business on the health, safety and welfare of surrounding businesses and uses and the secondary effects if the adult business were to be permitted to extend the amortization period.

The decision must be in writing and must include findings in support of the decision to grant or deny any extension of the amortization period. The decision must be hand delivered or sent by certified mail to the applicant within twenty business days of the hearing.

E. The decision of the city manager or hearing officer will be final and subject to judicial review pursuant to Code of Civil Procedure Section 1094.8. (Ord. 703 § 2 (part), 2004)

17.14.110 Conflicts.

If the provisions of this chapter conflict or contravene the provisions of another chapter of this title, the provisions of this chapter shall prevail as to all matters and questions arising out of the subject matter of this chapter. (Ord. 626 § 2 (part), 1996)

17.14.120 Modifications or revocations.

The planning commission may modify or revoke an adult business permit if it finds that one or more of the following conditions exist:

A. The building, structure, equipment or location of such business does not comply with or fails to meet all of the health, zoning, fire and safety requirements or standards of all of the laws of the state of California or ordinances of the city applicable to such business operation;

B. The business owner, its employee, agent or manager has been convicted in a court of competent jurisdiction of:

1. Any violation of any statute, or any other ordinance arising from any act performed in the exercise of any rights granted by the permit, the revocation of which is under consideration, or

2. Any offense involving the maintenance of a nuisance caused by any act performed in the exercise of any rights granted by the permit the revocation of which is now under consideration;

C. The business owner, its employee, agent or manager has knowingly made any false, misleading or fraudulent statement of material fact in the application for a permit, or in any report or record required to be filed with the planning commission. (Ord. 626 § 2 (part), 1996)

Chapter 17.16

INDUSTRIAL ZONE

Sections:

- 17.16.010 Permitted uses.**
- 17.16.015 Waste management facilities.**
- 17.16.020 Stands.**
- 17.16.025 Uses permitted with conditional use permit.**
- 17.16.026 Special industrial zone development standards.**
- 17.16.030 General regulations—Zone M-A.**
- 17.16.040 General regulations—Zone M-PB.**
- 17.16.050 Use permit requirement.**

17.16.010 Permitted uses.

Premises shall not be used in zone M except for:

- A. The following uses:
 1. Acetylene gas storage in tanks (the storage of oxygen and acetylene in tanks if oxygen is stored in a room separate from acetylene, and such rooms are separated by a not less than one-hour fire-resistant wall);
 2. Agricultural chemicals, storage;
 3. Aircraft factory and parts manufacturing;
 4. Aluminum products manufacturing;
 5. Assembly plants;
 6. Automobile manufacturing;
 7. Automobile parts manufacturing and assembly;
 8. Bag manufacturing;
 9. Battery manufacturing and rebuilding;
 10. Book bindery;
 11. Bottle making;
 12. Brush manufacturing;
 13. Building block manufacturing;
 14. Business equipment and machines manufacturing and repair;
 15. Business forms and stationery manufacturing and printing;
 16. Cabinet making;
 17. Canvas products manufacturing;
 18. Carpet manufacturing;
 19. Cellophane products manufacturing;
 20. Cement building block manufacturing;
 21. Cement products manufacturing;
 22. Ceramics manufacturing;
 23. Cesspool block manufacturing;
 24. Chromium plating;
 25. Clothing manufacturing;
 26. Cold storage plant;
 27. Concrete mix, wet or dry;

28. Concrete pipe manufacturing;
29. Die casting;
30. Disinfectant manufacturing;
31. Distribution plants;
32. Drug manufacturing;
33. Electric appliance manufacturing and assembly;
34. Electrical parts manufacturing;
35. Electric sign manufacturing;
36. Electroplating works;
37. Enamel manufacturing;
38. Felt products manufacturing;
39. Fiber products manufacturing;
40. Food and beverage manufacturing, processing, bottling and packaging;
41. Furniture manufacturing and assembly;
42. Generator, electric manufacturing;
43. Glass manufacturing;
44. Hair products manufacturing;
45. Health and beauty aids manufacturing;
46. Heating and air conditioning equipment manufacturing;
47. Ink manufacturing;
48. Iron works, ornamental;
49. Industrial laundry;
50. Laboratory testing, experimental film, motion picture;
51. Lacquer manufacturing;
52. Light bulb manufacturing;
53. Lighting fixtures manufacturing;
54. Leather products manufacturing;
55. Linoleum manufacturing;
56. Lumber yard (except storage of boxes or crates);
57. Machinery manufacturing;
58. Machinery, farm, repair;
59. Machine shop;
60. Medicine, patent, manufacturing;
61. Medical equipment manufacturing;
62. Metal fabricating;
63. Metallurgical testing;
64. Milling;
65. Motor, electric, manufacturing;
66. Moving and storage;
67. Office supplies manufacturing;
68. Oxygen manufacturing;
69. Paint manufacturing;
70. Paper manufacturing;
71. Paper products manufacturing;
72. Pharmaceuticals, manufacturing and packaging

73. Pipe manufacturing;
 74. Plastic injection molding, manufacturing and packaging;
 75. Plumbing fixture parts and products manufacturing;
 76. Precision instruments manufacturing;
 77. Printing and silk screening;
 78. Radio assembly;
 79. Refrigeration plant;
 80. Rubber products manufacturing;
 81. Sash and door manufacturing;
 82. Sheet metal products manufacturing;
 83. Sheet metal shop;
 84. Shellac manufacturing;
 85. Sign manufacturing;
 86. Steel barrel or drum manufacturing and reclaiming;
 87. Steel fabrication;
 88. Steel pipe manufacturing;
 89. Storage warehouse, excluding miniwarehouse/self-storage;
 90. Stove manufacturing;
 91. Swimming pool supplies manufacturing;
 92. Telephone and telephone systems manufacturing;
 93. Textile and linen manufacturing;
 94. Tile manufacturing;
 95. Tinsmith shop;
 96. Tire manufacturing;
 97. Tire retreading;
 98. Tool manufacturing;
 99. Toy manufacturing;
 100. Trailer manufacturing;
 101. Upholstering shop, manufacturing;
 102. Vitreous ware manufacturing;
 103. Water treatment equipment and materials manufacturing;
 104. Welding, limited;
 105. Wire manufacturing;
 106. Wood products manufacturing (no planing mill).
- B. The following agricultural uses:
1. Greenhouses, aviaries, and apiaries;
 2. The grazing of cattle, horses, sheep or goats or any of them on a lot or parcel of land having an area of not less than one acre, and not to exceed five animals per acre, provided:
 - a. That such grazing is not a part of, nor conducted in conjunction with any dairy, livestock feed yard, livestock sales yard, or commercial riding academy located on the same premises;
 - b. That no building, structures, pens or corrals designed or intended to be used for the housing or concentrated feeding of such stock be used on the premises for such grazing other than troughs for water or incidental fencing;
 - c. That the feeding of market refuse or garbage to livestock is specifically prohibited.

3. Farms or establishment for the selective or experimental breeding of cattle or horses or both or the raising and training of horses or show cattle or both provided:

a. That complete plans of the locations, size, construction details, proposed utilization and appearance of all buildings, structures, pens or corrals on such premises to be used for the housing, feeding, training or maintenance of such horses or cattle or both be approved by the council;

b. That no more than two such animals per acre of the total ground area of such farm or establishment be kept or maintained in conjunction with such use.

4. Storage and rental of hand operated garden equipment, in conjunction with a nursery or greenhouse;

5. Pest control operator if all pest control is incidental to agriculture;

C. The following additional agricultural uses, provided any building used or to be used in connection therewith is located not nearer than fifty feet from any school, public park, or street, or highway upon which such use fronts, and all animals kept in connection therewith are located not less than thirty-five feet from any residence, dwelling house or any building used or designed for the habitation of humans, nor nearer than one hundred feet from any school, hospital, or similar institution:

1. Agriculture in general not including the hatching, raising or slaughtering of poultry or rabbits;

2. Aquaria;

3. Cattle grazing, provided that the feeding of market refuse or garbage to cattle shall not be permitted;

4. Feed mills;

5. Hogs. The maintenance of not to exceed five hogs, not to include feeding of market refuse or garbage;

6. Mushroom farms;

7. Stables;

8. Any enterprise, business, or industry which is similar to those enumerated above, and any other enterprise, business, or industry which, in the opinion of the council, is of a nature comparable to and of the same class as those so enumerated.

D. Automobile and truck towing yard provided that the yard is constructed of reinforced structural concrete and is enclosed with a minimum of an eight foot high masonry screen wall. (Ord. 698 § 4, 2004; Ord. 650 § 3, 1999; Ord. 608 § 2, 1994; Ord. 545 § 5, 1988; Ord. 229 §§ 1, 2, 1963; Ord. 178 § 230, 1961)

17.16.015 Waste management facilities.

The property in zone M also may be used for hazardous waste management facilities provided a conditional use permit is obtained for said use pursuant to the provisions of Chapter 17.48 of this title. Any such hazardous waste management facility shall be consistent with the portions of the approved Los Angeles County hazardous waste management plan which identify general areas or siting criteria for hazardous waste facilities and any applicant for such a conditional use permit shall submit to and receive from the Los Angeles County department of public works a finding of conformance with said plan prior to approval by the city of any such conditional use permit application. (Ord. 574 § 1, 1990)

17.16.020 Stands.

Property in zone M also may be used for one stand per lot or parcel of land, exclusively of wood frame construction (except the floor), having a floor area of not more than three hundred square feet for the display and sale of any products produced on such lot or parcel. Such stand shall be placed not nearer than twenty feet from any street or highway upon which such lot or parcel fronts. (Ord. 178 § 231, 1961)

17.16.025 Uses permitted with conditional use permit.

Property in zone M may be used for the following uses subject to the issuance of a conditional use permit for such use(s) pursuant to Chapter 17.48:

1. Heavy equipment manufacturing;
2. Chemical and gas manufacturers, distributors, packagers or warehouse;
3. Industrial medical clinic;
4. Vocational or training schools;
5. Nursery (wholesale only);
6. Christmas tree farm;
7. Radio stations or towers;
8. Federal, state, county or local maintenance facilities;
9. Solid waste handling facilities;
10. Police or fire stations;
11. Utility substation or operations base;
12. Mini-storage/self-storage facilities; subject to standards in Section 17.16.026 (A) of this code. (Ord. 698 § 5, 2004; Ord. 669 § 8, 2001; Ord. 636 § 3, 1998; Ord. 608 § 3, 1994)

17.16.026 Special industrial zone development standards.

In addition to the development standards for industrial zone property of this code, the following uses shall be subject to the additional development standards listed in this section. In the event of a conflict in the development standards of this code and this section, the terms and provisions of this section shall prevail.

A. Mini-Storage/Self-Storage facilities.

1. Location Standards. Mini-storage/self-storage facilities are unique, low impact uses which, due to the small area requirements of individual rental/storage areas, provides great flexibility in architectural design. Such uses are conducive for development on unique and odd-shaped, remnant parcels of industrial zone property where large scale industrial structures are physically constrained from development. Accordingly, to preserve larger, traditionally shaped, property for more intensive industrial development, mini-storage/self-storage facilities shall only be located on unique, odd-shaped and/or physically constrained parcels. If, in the opinion of the planning director, an application for a mini-storage/self-storage facility is on property deemed suitable for other industrial development, the ministorage/self-storage facility shall only be approved with the approval of a zone exception pursuant to Chapter 17.48 of this code.

2. Principal Use. All mini-storage/self-storage facilities shall be the principal use on the property and not associated with any other industrial use. Mini-storage/self-storage facilities shall not be permitted to develop within all, or any part, of any existing industrial warehouse or structure.

3. Access and Circulation.

a. Vehicular ingress and egress shall be limited to one point for each side of the subject property adjoining any street or highway, and shall conform to the fire department standards;

b. At least forty feet of clear, unobstructed driveway depth be provided from the road, to the primary access gate or principal entry point of the facility;

c. Interior driveway widths shall be not less than thirty-six feet unless, due to the irregular shape or configuration of the lot or parcel of land under consideration, the planning commission specifically authorizes a width less than thirty-six feet, but in no event less than twenty-six feet in width. A driveway providing access to storage units on one side only of the facility shall be not less than twenty-six feet in width.

4. Parking and Loading Areas.

a. One standard parking space for each two thousand square feet of gross floor area. Said parking spaces shall also be arranged on the subject property so as not to obstruct any driveways nor adversely affect vehicular ingress and egress to the facility;

b. Spaces in any approved outdoor storage area shall not be included as required parking;

c. Ground level, roll-up door storage areas shall have an exclusive use loading area in front of the unit. Such exclusive use loading areas shall not be counted as required parking;

d. In addition to the exclusive use loading areas, common loading areas shall be provided in an amount sufficient to serve the users of the interior storage units and shall be designed to ensure that driveways will not be obstructed.

5. Site Design.

a. The architecture of the ministorage/self-storage facility, including, but not limited to, fences, walls, gates, buildings and landscaping, shall, to the maximum extent possible, be compatible with the community;

b. Buildings shall be designed, located and screened, incorporating eight-foot high screen walls, so that the views of overhead doors and the interior driveways within such facilities are not readily visible from adjacent public view.

6. Landscaping and Screening.

a. All areas between required fences and the lot lines shall be fully landscaped with lawn, shrubbery, trees and/or flowers;

b. In addition to subsection (A) (6)(a), for every thirty feet of street frontage of the subject property, not less than one twenty-four-inch boxed tree shall be planted and continuously maintained.

7. Fences and Walls.

a. All screen walls shall be constructed of masonry, concrete or other similar materials. No chain link fencing shall be permitted;

b. The design and materials used in the construction of fences and walls shall be compatible with the architecture of the buildings of the self-service storage facility and with buildings in the area surrounding the facility;

c. Exterior wall surfaces shall at all times be kept free from graffiti or any other marks of vandalism.

8. Outdoor Storage.

a. Boats, campers, recreational vehicles, travel trailers, etc. may be stored outside of an enclosed building, but only in an area designated for such outside storage on an approved plot plan;

b. Outdoor storage shall not be visible from any adjoining or adjacent property when viewed at ground level;

c. Outdoor storage is prohibited within setback areas;

d. Areas proposed for outdoor storage within the facility shall be clearly indicated on the site plan and approved prior to the use of any such area for outdoor storage. In no event shall such approved area be counted as required parking.

9. Outdoor Lighting.

a. Outdoor lighting shall be shielded to direct light and glare only onto the self-service storage facility premises. Said lighting and glare shall be deflected, shaded and focused away from all adjoining property;

b. Outdoor lighting shall not exceed an intensity of one foot-candle of light throughout the facility.

10. Trash Enclosures.

a. All such receptacles shall be placed within a masonry or concrete block enclosure of adequate height to preclude view of the receptacle. Said enclosure shall have a wooden, metal or other type of opaque, self-latching gate;

b. Two receptacles and surrounding enclosures shall be provided for each facility. An extra such trash receptacle as follows:

- i. over fifty thousand gross square feet (one receptacle),
- ii. Each additional fifty thousand gross square feet (one receptacle)

11. Use Restrictions.

a. Except to comply, with minimum state building code requirements, no public restrooms shall be provided;

b. No public sale of any item from a rental space or within a self-service storage facility;

c. No residential use by any manager or employee shall be permitted at the facility;

d. No construction, repair, servicing, renovating, painting or resurfacing of any motor vehicle, boat, trailer or other machine or implement including, but not limited to, furniture, toys, carpets or similar equipment, objects or materials;

e. No on-site commercial, business, professional, industrial or recreational use or activity;

f. No use of rental units for human habitation. (Ord. 698 § 6, 2004)

17.16.030 General regulations—Zone M-A.

Premises shall not be used in zone M-A except for:

- A. Any use permitted in zone M;
- B. Feed lots (cattle only);
- C. Livestock sales yards;
- D. Dairies. (Ord. 178 § 232, 1961)

17.16.040 General regulations—Zone M-PB.

Premises shall not be used in zone M-PB except for:

A. Any use permitted in zone M;

B. Public schools and other public buildings as may be owned and maintained by the city, county, a school district or any other governmental entity. (Ord. 178 § 232.5, 1961)

17.16.050 Use permit requirement.

Notwithstanding any other provision of this chapter, no property in zone M, zone M-A, or zone M-PB may be used for any purpose unless a use permit is granted by the city pursuant to Chapter 17.44. (Ord. 545 § 2 (part), 1988; Ord. 542 § 7, 1987; Ord. 453 § 2, 1980; Ord. 178 § 233 (part), 1961)

Chapter 17.20

MANUFACTURING—COMMERCIAL OVERLAY ZONE (M-C OVERLAY)

Sections:

- 17.20.010 Intent and purpose.**
- 17.20.020 Changes of zone.**
- 17.20.030 Permitted uses.**
- 17.20.040 Conditional use permit—Requirements.**
- 17.20.050 Application.**
- 17.20.060 Conditions of approval.**

17.20.010 Intent and purpose.

It is the intent and purpose of the manufacturing-commercial overlay (hereinafter M-C overlay) zone to allow certain mixtures of commercial and industrial uses of property currently zoned Industrial (M, M-A, M-PD), where such commercial uses would be consistent with the general plan, compatible with surrounding industrial uses, and not materially detrimental to adjacent properties. (Ord. 545 § 1 (part), 1988; Ord. 542 § 9 (part), 1987)

17.20.020 Changes of zone.

Any change of an existing industrial zone to include, in addition to the existing industrial zone, an M-C overlay zone, shall be made in accordance with the provisions of Chapter 17.28. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 9 (part), 1987)

17.20.030 Permitted uses.

The following uses are permitted on properties zoned M, M-A, or M-PB, where an M-C overlay zone has been granted by the city council on such property.

A. All uses permitted in the underlying industrial zone are permitted pursuant to Chapter 17.16, notwithstanding the application of an M-C overlay zone on the same property.

B. Additionally, the following uses may be permitted, provided that a conditional use permit is granted by the city in accordance with this chapter and Chapter 17.48:

- Banks and financial institutions;
- Blueprinting and photocopying;
- Car wash;
- Church;
- Cleaners/laundromat;
- Coffee shop;
- Commercial off-street parking lots;
- Delicatessen;
- Employment agency;
- Fast-food restaurant;
- Gasoline service station;
- Hospital;

Offices (administrative, professional or service), including medical or dental offices and out-patient clinics;

Printing and publishing;
Public utility substations;
Research and development laboratories;
Retail stores;
Restaurants;

The retail sale, rental, lease and repair of automobiles, trucks, tractors, trailers, boats, mobilehomes, recreational vehicles, construction materials; or any other machinery or equipment determined by the city council to be of primary benefit to surrounding industrial activities, as opposed to machinery and equipment primarily sold to consumers at large;

Vocational school;

Wholesaling. (Ord. 745 § 4, 2008; Ord. 651 § 12, 2000; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 9 (part), 1987)

17.20.040 Conditional use permit—Requirements.

An application for a conditional use permit shall be filed by the applicant and considered by the city in accordance with Chapter 17.48. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 9 (part), 1987)

17.20.050 Application.

A. In addition to the information required by Section 17.48.030 in an application for a conditional use permit, the application shall be accompanied by a precise plan showing, to scale, the total floor space (indoor) and property area (outdoor) to be used; the proposed ingress, egress, parking facilities and landscape areas; the height, size, and location of any and all buildings, structures and appurtenances to be constructed on the property; all signs, or other advertising displays presently on the property and all such signs and advertising displays to be erected on the property; all areas to be used for outside storage of materials, goods, equipment, or other matter; and a statement, describing the materials, goods, equipment or other matter to be so stored. With respect to all buildings, structures and appurtenances, floor space and parking facilities, the precise plan should delineate whether they will be used for uses permitted in the underlying industrial zone (hereinafter “industrial activities”), uses applied for under this chapter (hereinafter “nonindustrial activities”), or both.

B. In addition, the application shall include a statement of the proposed hours of operation of nonindustrial activities and a general description of such activities and their relation to the surrounding industrial activities. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 9 (part), 1987)

17.20.060 Conditions of approval.

In granting a conditional use permit under this chapter, the city may impose such conditions which it deems necessary and/or appropriate including, but not limited to, the following:

- A. Inclusion of additional parking facilities and/or separate means of traffic ingress and egress for nonindustrial activities;
- B. Inclusion of separate restrooms, waiting areas, offices, etc.;
- C. Requiring additional and/or differing utilities;
- D. Limiting hours of operation of nonindustrial activities; and
- E. Limiting outside storage of materials, goods, equipment, or other matter used in connection with the industrial activities on the property which is the subject of the hearing; and

F. Designating the size, location, color, texture and height of any building, structure or sign to be constructed, altered, renovated, demolished or otherwise used for nonindustrial activities. (Ord. 545 § 1 (part), 1988; Ord. 542 § 9 (part), 1987)

Chapter 17.24

PLANNED DEVELOPMENT OVERLAY ZONE (P-D OVERLAY)

Sections:

- 17.24.010 Intent and purpose.**
- 17.24.020 P-D overlay zone created.**
- 17.24.030 Uses permitted.**
- 17.24.040 Minimum area.**
- 17.24.050 Application.**
- 17.24.060 Procedure.**
- 17.24.070 Hearings—Notice.**
- 17.24.080 Standards.**
- 17.24.090 Review by Industry urban development agency.**

17.24.010 Intent and purpose.

It is the intent and purpose of the planned development overlay zone to:

- A. Establish a procedure for the development of large parcels of land in order to reduce or eliminate the rigidity, delays, and inequities which would otherwise result in application of land use regulations and administrative procedures designed primarily for smaller parcels;
- B. Provide the developer with greater flexibility in site design, density and development options in order to stimulate variety and innovation within the framework of a quality environment;
- C. Ensure orderly and thorough planning and review procedures that will result in quality planned developments;
- D. Provide a mechanism whereby the city may authorize desirable developments in conformity with the general plan without inviting speculative rezoning applications, which if granted, do not necessarily result in construction of the proposed facilities. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.020 P-D overlay zone created.

There is created on all property within the boundaries of the city, a planned development overlay zone to provide for large-scale development and diversification in the location of structures and other site qualities while ensuring compliance with the general plan and compatibility with existing and future developments in surrounding areas. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.030 Uses permitted.

- A. All uses permitted in the underlying industrial and commercial zones shall be permitted without public hearing pursuant to this chapter, provided that the applicable requirements contained in this title are met.
- B. The following uses shall be permitted pursuant to a planned development approved by the city council pursuant to this chapter:
 - 1. All uses permitted in the commercial zone may be permitted in a plan of development;
 - 2. All uses permitted in the industrial zones may be permitted in a plan of development;
 - 3. Hotel and motel uses may be permitted in a plan of development;
 - 4. Recreational uses, such as parks, golf courses, theaters, amusement parks, pavilions, tennis courts, equestrian facilities, pools, health clubs, cultural/historical museums, athletic gymnasiums/fields, botanical

gardens, bowling alleys, ice skating/roller skating rinks or other recreational facilities, may be permitted in a plan of development. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.040 Minimum area.

The minimum area for a planned development shall be one hundred and fifty acres. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.050 Application.

Any property owner(s) or representative of such property owner(s) desirous of obtaining approval to proceed with a planned development shall file an application for the approval of a plan of development with the city, which shall be accompanied by a fee in the amount of two thousand five hundred dollars. The application shall be accompanied by the following:

A. Conceptual site plans showing the dimensions and locations of all proposed structures, buildings, streets, parking, yards, playgrounds, school sites, open spaces, walls or fences, and other public or private facilities. The plan shall include a statement of all uses proposed to be established and the location of each use;

B. Elevations or architectural drawings showing, for each different type of building or structure, the design of all exterior walls and structures and the size, materials, colors and architectural treatments thereof, and the size and spacing of windows, doors and other openings;

C. Preliminary drainage and grading plans;

D. Preliminary landscaping plans;

E. Proposed site development standards for all commercial, industrial, lodging and recreational site uses;

F. Any other information or plans which the city may reasonably require, or which the applicant wishes to supply for the purpose of determining that the contemplated arrangement or use makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.060 Procedure.

Upon receipt in proper form of any such application and plans, the city shall review such application and plans and, within thirty days of such receipt, determine, if such application and plans are complete. If the application or plans are determined not to be complete, then the city shall so notify the applicant and shall take no further action until a complete application and set of plans are submitted by the applicant. When the application and plans are determined by the city to be complete, it shall proceed in accordance with Section 17.24.070. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.070 Hearings—Notice.

Following the determination that the application and plans are complete, the planning commission shall, not less than twelve nor more than sixty days thereafter, hold a public hearing on the proposed plan of development. Notice of the planning commission's hearing shall be given pursuant to Government Code Section 65090 and, if the proposed plan of development includes uses other than those permitted in the underlying industrial or commercial zone(s), notice shall also be given pursuant to Government Code Section 65091. Prior to the hearing, the city shall, where applicable, obtain the determination of the Industry urban development agency as provided for in Section 17.24.090. The planning commission may recommend denial, approval, or conditional approval of the plan of development in accordance with the standards set

forth in Section 17.24.080 of this chapter. Upon receipt of the recommendation of the planning commission, the city council shall hold a public hearing, giving notice of such hearing pursuant to Government Code Section 65090. However, if the planning commission has recommended denial of the proposed plan of development, the city council shall not be required to take any further action on such plan of development unless the applicant requests a hearing by filing a written request with the city clerk within ten days after the mailing to applicant of written notice of such recommendation for denial. (Ord. 545 § 51 (part), 2 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.080 Standards.

A. Prior to approval of any such application, the city council shall hold a public hearing on the application and plan of development, and may approve or conditionally approve such application if it finds that the following standards are met:

1. The proposed development and uses must be consistent with the goals, policies and purposes of the general plan.
2. The site must be adequate in size, shape, topography, location and utilities to accommodate the proposed development and uses.
3. There must be adequate street access, traffic circulation and parking capacity for the proposed development and uses.
4. The proposed development and uses must be compatible with surrounding properties and uses.
5. The proposed development and uses must not be detrimental to the public health, safety or general welfare.

B. In the event that the city council approves a proposed plan of development, the council may impose any conditions related to the proposed development and use which it deems necessary to further the purposes and intent of this title, or to protect the public health, safety and general welfare. The council may continue its public hearings from time to time if it deems such action to be appropriate. The decision of the city council shall be final and conclusive. (Ord. 545 § 1 (part), 1988; Ord. 542 § 10 (part), 1987)

17.24.090 Review by Industry urban development agency.

When the property which is the subject of the application is located in a redevelopment project area of the Industry urban development agency (hereinafter “agency”), the agency shall, prior to the council’s determination, review the application for the sole purpose of determining whether the proposed use is consistent with the provisions of the applicable redevelopment plan. The agency shall cause written notice of its determination to be communicated to the city council prior to the council’s consideration of the application. In the event the plan of development is determined by the agency to be materially inconsistent with the applicable redevelopment plan, then the council shall not approve the plan of development unless such inconsistency is eliminated by the imposition of appropriate conditions or otherwise. (Ord. 545 § 2 (part), 1988; Ord. 542 § 10 (part), 1987)

Chapter 17.28

ZONED DISTRICTS

Sections:

- 17.28.010 Map—Interpretation.**
- 17.28.020 Zone change—Initiation.**
- 17.28.030 Petition—Fee.**
- 17.28.040 Petition—Contents.**
- 17.28.050 Petition—Suggestion.**
- 17.28.060 Map—Adopted.**

17.28.010 Map—Interpretation.

Whenever any map referred to in Section 17.28.060, whether adopted before or after July 13, 1961, shows any lot or area within any particular zone, such zone shall extend to the center of every adjoining road or highway, provided that while such road or highway remains a public highway or a road used in a similar manner it may be so used. (Ord. 545 §§ 1 (part), 2 (part) 1988; Ord. 178 § 301, 1961)

17.28.020 Zone change—Initiation.

A change of zone may be initiated by the city council or pursuant to a petition filed as provided in Sections 17.28.030 through 17.28.050. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 178 § 307, 1961)

17.28.030 Petition—Fee.

Upon depositing the sum of two hundred fifty dollars, plus the sum of money which the city manager estimates is ample to cover any cost of publication as provided by state law or by ordinance or by both, with the city manager, any person may file with the clerk a petition for a change of zone. (Ord. 545 § 1 (part), 1988; Ord. 178 § 308, 1961)

17.28.040 Petition—Contents.

In a petition for a change of zone the applicant shall show:

- A. When was existing zoning effective and are there changed conditions to warrant other or additional zoning?
- B. Does the existing business, commercial or industrial area meet the requirements on a regulated basis of the area?
- C. Will the owner or owners of property be deprived of a property right if the request for zone change is not granted?
- D. Will proposed change of zone adversely affect the adjoining property as to value, precedent, or be detrimental to the area?
- E. Will change of zone be in the interest of furtherance of public health, safety and general welfare?
- F. Such other information as the council or commission deems necessary. (Ord. 545 § 1 (part), 1988; Ord. 178 § 309, 1961)

17.28.050 Petition—Suggestion.

A petition for change of zone shall be construed as a suggestion only. The commission is not required to hold any public hearings merely because a petition for change of zone has been filed. (Ord. 545 § 1 (part), 1988; Ord. 178 § 310, 1961)

17.28.060 Map—Adopted.

A. The official zoning map of the city of Industry, a copy of which is attached to the ordinance codified in this section and made a part hereof, marked Exhibit “A,” is hereby adopted and promulgated as the official zoning map of the city of Industry.

B. The city council finds and determines that said map correctly reflects the present established zoning and land use permitted with respect to each parcel of land within the city of Industry and declares that all persons may rely upon said map for the purpose of establishing the zoning applicable to all parcels of land within the city.

C. Copies of the zoning map are on file with the city clerk and are available upon request. (Ord. 601 §§ 1, 2, 1993)

Chapter 17.32

SETBACKS

Sections:

- 17.32.010 Purpose.**
- 17.32.020 Setback—Exceptions.**
- 17.32.030 Half streets.**
- 17.32.040 Building lines.**
- 17.32.050 Outside storage.**

17.32.010 Purpose.

In order to provide for adequate open spaces, and the admission thereto of light and air, and to provide adequate visibility to the operators of motor and other vehicles along public highways and at the intersection thereof, the setbacks provided for in Chapter 17.12 and in Section 17.32.040 of this chapter, are created and established as a part of a comprehensive system of yard setbacks covering the area within the city. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 178 § 401, 1961)

17.32.020 Setback—Exceptions.

A person shall not use any building or structure, other than an open chain link type of fence, any part of which is closer to the adjacent boundary of the highway than as provided in Section 17.32.040 of this chapter, except:

- A. As provided in the building code of this city;
- B. A fence or wall, whether joined to another building or structure or entirely separate therefrom, if no portion of such fence or wall is more than forty-two inches above the natural level of the ground immediately adjacent to such respective portion thereof. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 178 § 402, 1961)

17.32.030 Half streets.

A building or structure shall not be erected or maintained on a lot or parcel of land which abuts a highway having only a portion of its required width dedicated and where no part of such dedication would normally revert to said lot if the highway were vacated, unless the yards provided and maintained in connection with such building or structure have a width or depth of that portion of the lot or parcel of land needed to complete the highway width, plus the width or depths of the yards required on the lot or parcel of land by this title, if any. This section applies to all zones and applies whether this title requires yards or not. This section does not require a yard of such width or depth as to reduce the buildable depth of a corner lot less than forty feet. The council upon request shall determine the required street width. (Ord. 545 § 1 (part), 1988; Ord. 178 § 403, 1961)

17.32.040 Building lines.

In zones C, M, M-A, and MPB, building lines are established parallel to and thirty feet from the curb line of any street or highway, whether the street is improved or not. (Ord. 545 § 1 (part), 1988; Ord. 542 § 11, 1987; Ord. 178 § 410, 1961)

17.32.050 Outside storage.

In zones C and M, excepting therefrom permitted agricultural uses, outside storage shall not be permitted unless screened from view from nearby streets and adjacent property by a masonry wall, or an approved equal subject to the approval of the city engineer. The city council may permit outside display of merchandise for sale subject to such conditions as the council deems appropriate. In no case, however, shall outside storage or display be permitted without first submitting a plot plan to the city engineer, showing all existing and proposed buildings, uses and outside storage of display areas, and obtaining approval from the city council of such plot plan. The granting or denial of such permit shall be based upon a consideration by the city council of traffic, parking, sight line, fire hazard, rodent control, unsightliness and other similar criteria. (Ord. 545 § 1 (part), 1988; Ord. 329 § 1, 1973; Ord. 178 § 420, 1961)

Chapter 17.36

DESIGN REVIEW

Sections:

- 17.36.010 Purpose.**
- 17.36.020 Development plan review required.**
- 17.36.030 Submission of development plan.**
- 17.36.040 Contents of development plan.**
- 17.36.050 Development plan review.**
- 17.36.060 Standard of review and development guidelines.**
- 17.36.070 Procedure.**
- 17.36.080 Standard conditions of approval.**
- 17.36.090 Review by Industry urban development agency.**
- 17.36.100 Exemptions for interior improvements, minor improvements and signs.**

17.36.010 Purpose.

A. The purpose of this chapter is to promote the health, safety and general welfare of the community by achieving the following purposes:

1. To protect the community from the adverse effects of poor design and to encourage good professional design practices with respect to architectural treatment of buildings, structures and parking facilities, vehicular and pedestrian circulation, landscaping, sewage facilities, drainage facilities, signs and related matters;
2. To enhance the beauty, livability and prosperity of the community;
3. To encourage high-quality development;
4. To discourage poor exterior design, appearance and inferior quality which is likely to have a depreciating effect on the local environment and surrounding properties;
5. To recognize the cost of development in relation to design considerations;
6. To protect, preserve and enhance the value of properties in recognition of the interdependence between land values and aesthetics;
7. To prevent development which creates hazardous conditions within the city.

B. In furtherance of these purposes, this chapter provides for the review of development proposals to ensure compliance with this title and other regulations of the city. (Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.020 Development plan review required.

No person shall construct any building or structure, or relocate, rebuild, alter, enlarge, or modify any existing building or structure until development plans therefor have been reviewed and approved in accordance with this chapter, and no building permit for any such activity shall be issued until such development plans have been reviewed and approved in accordance with this chapter, and the building permit is based upon building plans which are in substantial compliance with the approved development plans. (Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.030 Submission of development plan.

The applicant shall submit to the city a complete development plan review application on a form supplied by the city and three full sets of development plans. (Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.040 Contents of development plan.

The development plans need not be the building plans, but shall contain the following:

- A. A site plan, showing:
 - 1. The parcel or lot dimensions,
 - 2. Walls and fences: location and height,
 - 3. Off-street parking and loading: location, number of spaces; dimensions of parking area and loading facilities; internal circulation pattern; access and circulation; pedestrian, vehicular, service; points of ingress and egress,
 - 4. Buildings and structures: location, floor plans, and size,
 - 5. Spaces between buildings: location, size, dimension, and setbacks,
 - 6. Open spaces, recreation areas and site landscaping areas,
 - 7. Trash enclosure areas: location, size and dimensions,
 - 8. Outdoor lighting fixtures: location, type and shielding, if any;
- B. Elevation plans, at least one complete set of which shall be in color, showing the following:
 - 1. All walls and fences: size, materials and colors,
 - 2. Buildings and structures: all exterior walls and structures; size, materials, colors and architectural treatment; size and spacing of windows, doors and other openings;
- C. An environmental checklist form to be supplied by the city. (Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.050 Development plan review.

The planning director shall cause the application and the development plans to be reviewed and shall make such recommendations for approval, conditional approval, or denial which he or she deems appropriate to the city council. (Ord. 655 § 6 (part), 2000; Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.060 Standard of review and development guidelines.

The preparation and review of development plans presented pursuant to this chapter shall be governed by the following guidelines:

- A. New development or the alteration or enlargement of existing development shall be compatible with the character and quality of surrounding development and shall enhance the appearance of the area in which the development is located. New development which takes place on a parcel which is subdivided from a larger parcel that is improved with an existing development shall be developed with architectural treatment similar to, and compatible with, the building materials, colors, and architectural style of such existing development unless good cause is demonstrated to the satisfaction of the planning director. In the event such existing development is in a dilapidated condition or is not developed to current code standards, such new development shall be in accordance with the normal design criteria for structures as provided in this chapter.
- B. The location, configuration, size and design of buildings and structures shall be visually harmonious with their sites and with the surrounding sites, buildings and structures, and should not create pedestrian or vehicular traffic hazards.

C. Architectural treatment shall be provided and may consist of, but shall not be limited to, the use of textured concrete, paint, glass panels, horizontal and/or vertical score lines, doors, different forms of masonry construction, building layouts which include configurations other than squares and rectangles or, where applicable, distinguishing office areas from manufacturing areas by projecting office areas out from manufacturing structures. Variety in the design of buildings, structures and grounds and the use of architectural treatment to achieve such variety shall be required to avoid monotony in the external appearance.

D. Architectural treatment of buildings and structures and their materials and colors shall be visually harmonious with the natural environment, existing buildings and structures, and surrounding development, and shall enhance the appearance of the area.

E. Architecture and landscaping areas shall be innovative in design and shall be considered in the total graphic design to be harmonious and attractive. Review shall include: materials, textures, colors, illumination and landscaping areas.

F. Garish, inharmonious, or out-of-character colors shall not be used on any building, face, or roof visible from any public right-of-way or from an adjoining site. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building.

G. All mechanical equipment, towers, chimneys, roof structures, radio and television masts, and all other mechanical equipment external to the main or accessory structures shall be screened from public view, and such screening shall be of the same color as the main or accessory structure or, if screening is impracticable, as determined by the city engineer, the applicant must paint such roof structures and mechanical equipment so as to be nonreflective and compatible with the main or accessory structures.

H. Rooflines on a building or structure should be compatible throughout the building or structure and with existing buildings and structures and surrounding development.

I. The design of accessory structures, fences and walls shall be harmonious with the principal building and other buildings on the site. Insofar as possible, the same building materials should be used on all structures on a site.

J. Boundary and other walls should generally be of decorative masonry and/or wrought iron which is complementary in color, texture and material to the development as a whole, although it is recognized that these materials may not be appropriate in all situations.

K. Parking spaces shall be provided for every building in accordance with the following formulas:

1. a. The number of parking spaces which shall be provided is based upon the square footage of the building which they are intended to serve and the use to which that building is to be put. If the floor area of the building is to be used only for those uses permitted in the industrial zones (M), (M-A), or (M-PB), then the number of parking spaces provided shall be as follows:

**Building Floor Area
(Square feet)**

Parking Spaces

0—25,000	1 space per 500 sq. ft. of floor area
25,000—100,000	50 spaces plus 1 space per 750 sq. ft. of floor area over 25,000 sq. ft.
Over 100,000	150 spaces plus 1 space per 1,000 sq. ft. of floor area over 100,000 sq. ft.

b. If the building is to be used for uses permitted in the commercial zone, then the number of parking provided shall be a minimum of four spaces per one thousand square feet of floor area (one space per two hundred fifty square feet of floor area).

2. The minimum size of each parking space shall be nine feet in width by nineteen feet in length, except that compact parking spaces which are at least eight feet in width by sixteen feet in length may constitute up to twenty percent of the required parking for all types of development.

3. The minimum aisle width for ninety degree parking shall be twenty-six feet.

L. All buildings and structures shall be set back a minimum of thirty feet from the curb line of all streets.

M. All on-premises signs and sign structures shall require approval from the city pursuant to Chapter 15.32 of this code.

N. All driveways shall be a minimum of twenty-six feet in width. All driveways shall be located so that vehicles exiting the site have an unobstructed view of the street and oncoming traffic. No driveway shall be located in such a manner that it creates a hazard for vehicles entering or exiting the site.

O. All trash containers shall be kept inside a designated trash enclosure structure permanently affixed to the real property, constructed by either the same materials as the main structure or masonry block, and consisting of walls which are at least as high as the trash containers to be kept therein or a minimum ten feet in length by eight feet in width by six feet in height. Any trash compactor proposed for any industrial or commercial building must be approved by the city prior to installation of such compactor.

P. All buildings shall be constructed of concrete, concrete tilt-up, stucco, masonry or brick. No metal buildings are permitted except for solid waste handling facilities.

Q. Landscape areas shall constitute a minimum of twelve percent of the total lot area of each parcel. The configuration and location of such areas shall be such that they are effective in reducing, as far as possible, the monotonous appearance of buildings, structures and parking areas. A minimum of a three foot wide landscape strip shall be provided along all side and rear property lines.

R. Truck loading docks which are located on the front or side of a building shall be adequately screened by an eight-foot-high masonry wall, accessory structures, or landscaping and foliage so that such truck loading docks are not visible, to the greatest extent practical, from any public right-of-way. Whenever possible, truck loading docks should be located at the rear of the building. A minimum of one hundred feet unobstructed clearance, measured perpendicularly from the face of the truck loading

S. The design review process shall endeavor to eliminate the ugly, the garish, the inharmonious, the monotonous, and the hazardous; should endeavor to ensure that proposed improvements will not impair the desirability of investment or occupancy nearby; and should endeavor not to significantly increase costs nor jeopardize the economic viability of a project. The board, however, shall not be precluded from imposing conditions that increase costs.

T. Originality in site planning, architecture, landscaping, and graphic expression shall not be unduly suppressed.

U. The guidelines set forth in this section shall not be construed in such a manner so as to preclude the imposition of reasonable increases in costs, nor the approval of designs that do not strictly comply with such guidelines.

V. Notwithstanding the provisions of this section or the provisions of Section 15.32.030, one double-faced detached identification sign supported by one or more poles shall be permitted for regional shopping centers, neighborhood shopping centers and other commercial centers sharing common parking and common street access provided said signs are solely for the purpose of identifying the businesses conducted, or services rendered or the goods produced or sold upon the property upon which said center(s) is located. Said center shall consist of a minimum of forty thousand square feet of building area on one parcel of land. The minimum building area required shall only include that area located on the ground floor of the commercial center. Said center shall also consist of a minimum of ten businesses which are all held under separate

ownership. Said sign shall not be subject to the setback requirements from interstate or primary highways referred to in Section 15.32.030. No such structure shall exceed an overall height of forty-five feet, measured from the finished grade at the base of the sign. If said sign is located in an area governed by the Outdoor Advertising Act (Business and Professions Code §§ 5200 et seq.), the provisions of said Act shall be complied with prior to the installation of any such advertising display.

W. The maximum building square footage permitted on any lot or parcel of land for industrial zoned sites shall be the following:

1. Lots or parcels consisting of less than fifty thousand square feet shall have a maximum building square footage of thirty-three percent of the total lot or parcel area;

2. Lots or parcels consisting of fifty thousand square feet to fifty-nine thousand nine hundred ninety-nine square feet shall have a maximum building square footage of forty percent of the total lot or parcel area; and

3. Lots or parcels consisting of sixty thousand square feet or more shall have a maximum building square footage of fifty percent of the total lot or parcel area.

The maximum building square footage shall include the square footage of any mezzanine or multiple stories of building.

X. Provisions for Truck Trailer Loading. All industrial buildings shall be provided with a minimum of one dock high loading door or one truck well with loading door. For multi-tenant industrial buildings, each separate tenant shall be provided such loading space with loading door. The required truck loading door shall be designed with sufficient size to permit truck trailer loading and unloading through the loading dock door and shall comply with the provisions of subsection R of this section.

Y. Exterior Doors. All exterior doors, except glass doors, of all buildings shall be painted to match the adjacent wall of the building.

Z. Recycling Bin Enclosures. All industrial buildings shall be provided with a recycling bin enclosed storage area. The recycling bin enclosed storage area shall be a minimum size of ten feet in length by eight feet in width by six feet in height and have a self-latching gate. All storage bin enclosures shall be constructed of either the same materials as the main structure or masonry block.

AA. Office Uses in Industrial Buildings. No industrial building shall be permitted to use more than one-third of its total floor area for office use.

BB. The maximum height of any building or structure permitted in any industrial zone shall be one-hundred fifty feet except radio towers, oil derricks, utility substations, and electricity generating facilities. (Ord. 698 § 7, 2004; Ord. 669 § 9, 2001; Ord. 651 §§ 14, 15, 2000; Ord. 644 § 2, 1999; Ord. 633 §§ 7—11, 1998; Ord. 608 §§ 7, 8, 1994; Ord. 598 §§ 7, 8, 1993; Ord. 586 § 1, 1991; Ord. 548 § 1, 1988; Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.070 Procedure.

A. The city shall mail written notice to the applicant of the date, time and place set for the city council's consideration of the application and development plans. Prior to the hearing, the city shall, where applicable, obtain the determination of the executive director of the Industry urban development agency as provided for in Section 17.36.090. At the date, time and place set for the city council's consideration of the application and development plans, the applicant may appear and be heard by the city council.

B. The city council shall consider the application, the development plans, and the recommendations and proposed conditions of approval, if any, of the planning director. The city council may approve, modify, or reject the recommendations and proposed conditions of approval, if any, of the city engineer at such time.

C. In the event that the city council denies an application for development plan approval under this chapter, it shall make a finding that:

1. The site is not suitable for development in accordance with the development plan;
2. The total development is not arranged so as to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties;
3. The development is not in general accord with all elements of this title; and/or
4. The development is not consistent with the provisions of the general plan or any applicable redevelopment plan, and it shall specify the reasons for denial. (Ord. 655 § 6 (part), 2000; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.080 Standard conditions of approval.

A. The following conditions are standard conditions of approval, all of which are imposed as conditions of approval for any development plan submitted to the city council pursuant to this chapter, unless expressly made inapplicable by the city council:

1. The approval expires twelve months after the date of approval by the council if a building permit for each building and structure thereby approved has not been obtained within such period; however, if the applicant submits a request for an extension of up to five years prior to the expiration of this approval along with any required processing fee, the planning director shall approve one such extension request if the planning director finds that the applicant has not violated any conditions of approval and circumstances have not changed such that each of the required findings could be made at the time, of the extension request.

2. 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 approved pursuant to this chapter.

3. The applicant shall provide landscaping and automatic irrigation plans to be approved by the planning director prior to the issuance of a building permit. A current California licensed landscape architect must prepare and sign all landscape and irrigation plans required as part of this condition, except for projects with less than five thousand square feet of landscaping. All other landscape requirements will apply to these excepted projects. Such plans shall be in substantial conformity with the development plans approved pursuant to this chapter. Such plans shall include: provision for an automatic irrigation/sprinkler system; specimen trees, shrubs, ground cover and/or grass; and specifications for the above to the satisfaction of the planning director. Additionally, such plans shall be designed and specimen trees, shrubs, ground cover and/or grass shall be designed so as to integrate compatibly with street parkway landscaping.

4. The applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County fire department.

5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.

6. 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 hookup of utilities.

7. The owner of the property must comply with the Ordinance of the city of Industry.

8. The owner shall dedicate necessary landscape easements along street frontage.

9. The applicant shall obtain an industrial waste permit from the city engineer.

10. The applicant shall provide off-street parking as shown on the approved development plan.

11. The applicant shall construct curb, gutter, paveout, and necessary drainage facilities along street frontage in accordance with city standards and specifications as shown by the "City of Industry Standard Plans."

12. The owner shall dedicate necessary easements for street or highway purposes.

13. The applicant shall construct storm drains to the satisfaction of the city engineer prior to the final approval of the development and the hookup of utilities.

14. 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 approved pursuant to this chapter.

15. All street lights installed along the street frontage of a development shall be annexed into the appropriate Los Angeles County Lighting Maintenance District. Applicant shall execute and approve a separate petition for annexation into a Los Angeles County Lighting District upon written request by the city.

B. The council may impose any other specific conditions of approval which it deems reasonably necessary for the development to comply with the purposes and intent of this chapter in accordance with the guidelines contained in Section 17.36.060. (Ord. 669 § 11 (part), 2001; Ord. 655 §§ 5, 6 (part), 2000; Ord. 608 § 9, 1994; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.090 Review by Industry urban development agency.

When the property is located in a redevelopment project area of the Industry urban development agency (hereinafter “agency”), the executive director of the agency (hereinafter “executive director”) shall, prior to the council’s determination, review the application for the sole purpose of determining whether the proposed development plan is consistent with the provisions of the applicable redevelopment plan. The executive director shall cause written notice of his or her determination to be communicated to the city council prior to the council’s consideration of the application. (Ord. 545 § 1 (part), 1988; Ord. 542 § 12 (part), 1987)

17.36.100 Exemptions for interior improvements, minor improvements and signs.

Notwithstanding any other provisions of this chapter, design review and approval by the city council shall not be required if:

A. The proposed construction consists of an enlargement of, addition to, or modification of, an existing building or structure or the construction, installation, or modification of a sign or a sign structure and the total cost of such improvements will not exceed seventy-five thousand dollars;

B. The proposed construction consists solely of interior improvements which will not affect the external appearance of any building or structure; and

C. The city manager or his or her designated representative approves or conditionally approves such construction after reviewing the plans there for pursuant to the applicable standards contained in this chapter. Any applicant aggrieved by the decision of the city manager or his or her designated representative may file a written request that his or her application be reviewed and considered by the city in accordance with the procedure set forth in Section 17.36.070. (Ord. 587 § 1, 1991; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 12 (part), 1987)

Chapter 17.40

EXCEPTIONS

Sections:

- 17.40.010** **Applicability.**
- 17.40.020** **Exceptions—Generally.**
- 17.40.030** **Exceptions—Hardship.**
- 17.40.040** **Minor exception—Administrative.**
- 17.40.050** **Required alterations.**
- 17.40.060** **Oil wells.**
- 17.40.070** **Existing use.**
- 17.40.080** **Revocation.**
- 17.40.090** **Exception—Granted at zone change hearing.**
- 17.40.100** **Exception—Modification or revocation.**
- 17.40.110** **Denial without hearing.**
- 17.40.120** **Hearings—When.**
- 17.40.130** **Fees.**
- 17.40.140** **Expiration.**
- 17.40.150** **Nullification.**

17.40.010 **Applicability.**

The provisions of this chapter apply to all restrictions imposed by this title, including building setback lines, and also apply to any building line or setback line imposed by any other ordinance. (Ord. 545 § 1 (part), 1988; Ord. 178 § 501, 1961)

17.40.020 **Exceptions—Generally.**

A. An exception may be granted excepting property from some particular restriction or restrictions applicable to the zone in which such property is located if:

1. The exception is necessary for the preservation of a substantial property right of the owner.
2. Such exception will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity thereof.

B. If there are no protests of any kind to the granting of the exception requested, the council may grant the exception even though such exception is not necessary for the preservation of a substantial property right of the owner. In such a case, however, the owner is not entitled to an exception as a matter of right. A petition for an exception does not state sufficient facts under this section unless it states facts supporting both subsections 1 and 2. (Ord. 545 § 1 (part), 1988; Ord. 178 § 502, 1961)

17.40.030 **Exceptions—Hardship.**

An exception may also be granted where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this title, and in the granting of such exception the spirit of this title will be observed, public safety secured, and substantial justice done. (Ord. 545 § 1 (part), 1988; Ord. 178 § 503, 1961)

17.40.040 Minor exception—Administrative.

A minor exception may be granted administratively by the planning director without a public hearing as referenced in Section 17.48.050, as follows:

A. Pursuant to the criteria referenced in Section 17.40.020 (A), a deviation of up to ten percent of the requirements of Sections 15.32.070, 16.10.010, 16.10.020 and 17.36.060;

B. An application for the granting of a minor exception may be presented to the planning department, in writing, by the current property owner. The planning director may approve, deny or conditionally approve the minor exception application and shall provide written notice to the property owner of the decision within ninety days of filing a complete application;

C. Any decision by the planning director concerning a minor exception shall be final unless appealed to the planning commission. The decision of the planning director may be appealed by filing a written notice of appeal with the city clerk, together with an appeal filing fee of two hundred fifty dollars, within ten days of the day of mailing the notice of the granting or denial of the minor exception;

D. A public hearing before the planning commission concerning any written appeal shall be held within ninety days of filing of the notice of appeal with the city clerk;

E. The decision of the planning commission shall be final unless appealed to the city council as provided in Section 17.04.090 of this code. (Ord. 669 § 12, 2001; Ord. 651 § 16, 2000)

17.40.050 Required alterations.

A. An exception may also be granted to permit a use which is lawful because of an exception, either automatic, or otherwise, to be expanded or altered to the extent required by any law, ordinance, or regulation.

B. The commission or council may grant an exception pursuant to this section without a public hearing or after a public hearing. (Ord. 545 § 1 (part), 1988; Ord. 542 § 14, 1987; Ord. 178 § 505, 1961)

17.40.060 Oil wells.

An exception may also be granted permitting the drilling of an oil well and if production is obtained, the production of oil, gas, or other hydrocarbons therefrom; provided, that such exception will not be detrimental to the public health, safety or general welfare nor to the property of other persons located in the vicinity thereof. (Ord. 545 § 1 (part), 1988; Ord. 472 § 1, 1981; Ord. 178 § 506, 1961)

17.40.070 Existing use.

A. An exception is granted automatically so as to permit the continuation of the particular existing uses of any building, structure, improvement or premises existing in the respective zones immediately prior to the time the ordinance codified in this title or any amendment thereof becomes effective if such existing use was not in violation of this title or any other ordinance or law.

B. As used in this section, the word “property” refers only to that portion of the property actually utilized for the existing use. The word “improvement” does not include any improvement not a part of the existing use, and such improvement which is not a part of the existing use shall be disregarded in the construction of this section.

C. This section does not authorize the extension, expansion or enlargement of such existing use, or permit the addition of structures or other facilities in conjunction with such existing use.

D. Such exception shall remain in force and effect for the following length of time, except that it may be extended or revoked as provided in this chapter:

1. Where the property is unimproved, one year;

2. Where the property is unimproved except for structures, to replace which the building code of the city does not require a building permit, three years;
3. In other cases, twenty years. (Ord. 545 § 1 (part), 1988; Ord. 178 § 507, 1961)

17.40.080 Revocation.

In addition to the grounds stated in Chapter 17.48, an exception which has been automatically granted may be revoked if the commission or council finds:

A. That the condition of the improvement, if any, on the property is such that to require the property to be used only for those uses permitted in the zone where it is located would not impair the constitutional rights of any person.

B. That the nature of the improvements is such that they can be altered so as to be used in conformity with the uses permitted in the zone in which such property is located without impairing the constitutional rights of any person. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 15, 1987; Ord. 178 § 508, 1961)

17.40.090 Exception—Granted at zone change hearing.

If after one or more hearings before the city council on a change of zone, or on an amendment of any other ordinance, in the opinion of the city council, facts are shown which by the provisions of this chapter entitle any person to an exception, the city council may grant such exception. (Ord. 545 § 1 (part), 1988; Ord. 178 § 509, 1961)

17.40.100 Exception—Modification or revocation.

Except as otherwise specifically provided in this chapter an exception shall be granted, modified, or revoked after a public hearing as provided in Chapter 17.48. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 178 § 510, 1961)

17.40.110 Denial without hearing.

The commission may deny, without a hearing, a petition for an exception if such petition does not state sufficient facts to justify an exception. The commission may permit the petitioner to amend such petition. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 16, 1987; Ord. 178 § 511, 1961)

17.40.120 Hearings—When.

Hearings on the granting of an exception may be held:

- A. Upon the initiative of the commission or council;
- B. Upon the filing of an application. (Ord. 545 § 1 (part), 1988; Ord. 542 § 17, 1987; Ord. 178 § 512, 1961)

17.40.130 Fees.

In addition to the estimated costs of publication and notice as provided in Chapter 17.48, where an application is filed the applicant shall also deposit the sum of two hundred fifty dollars, which shall be deposited in the city treasury as a filing fee to partially cover the incidental expenses connected with the investigation of the facts involved. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 312 § 2, 1971; Ord. 178 § 513, 1961)

17.40.140 Expiration.

A. An exception permitting the use of any premises or property for residential purposes, whether an automatic exception or an exception granted by action of the council, automatically shall cease to be of any force and effect if the structure located on said property is not occupied or inhabited for a consecutive period of sixty days;

B. An exception for any other purpose or use whether an automatic exception or an exception granted by action of the council, automatically shall cease to be of any force and effect if the use for which said exception was granted has ceased or has been suspended for a consecutive period of one or more years. (Ord. 545 § 1 (part), 1988; Ord. 178 § 514, 1961)

17.40.150 Nullification.

An exception which is not used within the time specified in such exception, or, if no time is specified, within one year after granting of the exception, becomes null and void and of no effect except that the council may extend such time. (Ord. 545 § 1 (part), 1988; Ord. 178 § 515, 1961)

Chapter 17.44

USE PERMIT

Sections:

- 17.44.010 Use permit requirement.**
- 17.44.020 Procedure.**
- 17.44.030 Conditions of approval.**
- 17.44.040 Appeals.**
- 17.44.050 Special events.**

17.44.010 Use permit requirement.

Notwithstanding any other provision of this title, no property in the city shall be used for any purpose by any person, corporation, or other business establishment and no existing use shall be changed or altered by any person, corporation or other business establishment unless a use permit is granted to such person, corporation or other business establishment by the, city for the proposed use pursuant to this chapter. (Ord. 545 § 1 (part), 1988; Ord. 542 § 18 (part), 1987)

17.44.020 Procedure.

Applications for a use permit pursuant to this chapter shall be filed, on a form supplied by the city, with the planning director. The planning director shall review the application, cause the property to be inspected as he or she deems appropriate, and shall approve, conditionally approve, or deny the application. The planning director shall approve an application if he or she finds that:

- A. The proposed use is either a permitted use or a use permitted upon the issuance of a conditional use permit or pursuant to a plan of development under Chapter 17.36, and such conditional use permit or plan of development has been approved by the city;
- B. The occupant has caused the premises to be inspected and approved by the Los Angeles County fire prevention bureau;
- C. The occupant has an appropriate waste disposal approval; and
- D. The proposed use complies with all other state laws and city ordinances and regulations applicable to such property. (Ord. 669 § 13, 2001; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 18 (part), 1987)

17.44.030 Conditions of approval.

A. The planning director may impose any conditions upon the issuance of the use permit which he or she deems reasonably necessary to assure compliance with the standards contained in Section 17.44.020. All use permits issued by the planning director pursuant to this chapter shall be subject to the following standard conditions of approval unless specifically exempted, in writing, by the planning director:

- 1. Off-street parking shall be provided at all times in accordance with Section 17.36.060 (K) of this title and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly);
- 2. No outside storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed, except as otherwise provided in this code;
- 3. All exterior surfaces of all buildings and appurtenances shall be painted and kept graffiti-free;
- 4. All landscaped areas shall be maintained in a healthy, well-kept; and good condition, and kept weed-free;

5. All trash containers shall be kept in a designated trash enclosure structure conforming with Section 17.36.060 (O) of this title;
6. Emergency fire facilities (hydrants) shall be kept free and unobstructed at all times;
7. No outside display of goods, wares or merchandise shall be permitted, except as otherwise provided in this code;
8. All signs, banners, pennants, flags or other outside advertising materials or structures shall comply with this code;
9. All mechanical equipment shall be painted or screened as provided in Section 17.36.060 (G) of this title;
10. Adequate landscaping, including automatic irrigation, shall be shown to exist on the property in conformance with the standards contained in Section 17.36.080 of this title or a landscape and automatic irrigation plan, so conforming, shall be approved by the planning director, and landscaping and automatic irrigation shall be installed by the applicant in substantial compliance therewith;
11. Parking Area Surfaces. All areas used for vehicle or trailer parking or storage shall be paved with asphalt, concrete or a city approved equivalent.
12. The applicant shall file an executed and acknowledged acceptance of terms and conditions of the use permit within thirty days after the granting of the use permit.
 - B. The planning director may, upon the approval of any application for a use permit, impose any conditions reasonably necessary to assure compliance with the standard conditions of approval set forth in this section. (Ord. 669 § 14, 2001; Ord. 633 §§ 12, 13, 1998; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 18 (part), 1987)

17.44.040 Appeals.

The applicant or any interested person may appeal any decision of the planning director pursuant to this chapter to the city council by filing a written notice of appeal with the city clerk, along with the appropriate appeal filing fee, in accordance with the provisions contained in Section 17.04.090 of this code. (Ord. 669 § 15, 2001; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 18 (part), 1987)

17.44.050 Special events.

A. All businesses with city approved use permits, except automobile agencies, in any zone of the city will be permitted to conduct two special events each calendar year for a period of not to exceed seven days for each event. All signage for a special event shall be considered a temporary banner as defined and regulated in Chapter 15.32 of this code.

B. Automobile Agencies

1. Any new automobile agency which opens a new automobile franchise is permitted to conduct a thirty-day grand opening special event for that new franchise. Such special event shall be permitted to have one special event tent, not to exceed two thousand square feet, promotional lighting, music and up to two temporary banners not to exceed a combined eighty square feet. Regular operating hours shall be maintained during the grand opening special event.

2. A once-a-year special event, joint tent sale shall be permitted upon a joint request, signed by a minimum of seven automobile agencies located in the city, for a period not to exceed ten days. Such joint tent sale must be conducted in a month where no special event sale is permitted as listed in subsection (B) (4) of this section. The joint tent sale shall be permitted to have two special event tents not to exceed two thousand square feet each, promotional lighting, outdoor food service, temporary fencing, music and up to two temporary banners not to exceed a combined area of eighty square feet.

3. All automobile agencies shall be permitted to conduct four individual special event sales each year for a period not to exceed four days. Such individual special event sale shall be permitted to have one special event tent not to exceed two thousand square feet, promotional lighting, outdoor food service, temporary fencing, music and up to two temporary banners not to exceed a combined area of eighty square feet.

4. All automobile agencies shall be permitted to conduct a special event sale for a period not to exceed four days on the following national holidays:

- a. New Year's Day;
- b. Chinese New Year;
- c. Presidents' Day;
- d. Cinco de Mayo;
- e. Memorial Day;
- f. Fourth of July;
- g. Labor Day;
- h. Veterans' Day;
- i. Thanksgiving Day;
- j. Christmas Day.

Each special event sale shall be permitted one special event tent, not to exceed two thousand square feet, promotional lighting, outdoor food service, temporary fencing, music and up to two temporary banners not to exceed a combined eighty square feet.

5. A special event application must be filed and approved by the city prior to conducting such event for all events listed in subsections (B)(1), (2) and (3) of this section. No application or permit is required to conduct any special event listed in subsection (B) (4) of this section.

C. All, special events shall be conducted in compliance with provisions of Chapter 15.32 of this code. (Ord. 633 § 14, 1998)

Chapter 17.48

CONDITIONAL USE PERMITS/EXCEPTIONS*

Sections:

- 17.48.010** **Applicability.**
- 17.48.020** **Application—Required.**
- 17.48.030** **Application—Contents.**
- 17.48.040** **Application—Fee.**
- 17.48.050** **Hearings.**
- 17.48.060** **Conditions of approval.**
- 17.48.070** **Appeals.**
- 17.48.080** **Revocations and suspensions.**
- 17.48.090** **Hearings—Continuance.**

* Prior ordinance history: Ords. 178, 543 and 502.

17.48.010 **Applicability.**

The procedures specified in this chapter shall govern all hearings held before the council or commission for the purpose of determining whether to grant, deny or revoke any conditional use permit or exception. (Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.020 **Application—Required.**

Any person desiring any conditional use permit or exception required by, or provided for, in this title shall file an application therefore with the city pursuant to this chapter. (Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.030 **Application—Contents.**

Such application shall contain:

- A. The name and address of the applicant;
- B. Evidence that the applicant:
 - 1. Is the owner of the premises involved, or
 - 2. Has the permission of such owner to make such application, or
 - 3. Is or will be the plaintiff in an action in eminent domain to acquire the premises involved;
- C. The legal description of, and if there is a street address, the street address, otherwise a description of, the premises upon which the requested use is to be maintained;
- D. If the applicant is not the owner, the name and address of the owner, and the nature of the applicant's interest in the premises involved;
- E. A detailed site plan showing, at a minimum, the proposed location of all buildings and structures, landscaped areas, parking areas, driveways and means of ingress and egress;
- F. A statement detailing the uses for each building and structure as shown on the site plan;
- G. Three copies of white background prints of a map drawn to scale specified by the city engineer, showing the location of the property concerned, and the location of all highways, streets and alleys and all lots and parcels of land within a distance of seven hundred feet from the exterior boundaries of the proposed use;

H. One copy of the map referred to in subsection G of this section shall show the use to which each and every lot and parcel of land is put;

I. 1. A certified list as shown on the last equalized assessment roll of the county of Los Angeles of the names and addresses of all persons to whom all property is assessed:

- a. Within one and one-half miles of the exterior boundaries of a proposed cemetery,
- b. In all other cases within three hundred feet from the exterior boundaries of the proposed use,

2. In addition to such list, two sets of gummed labels, adequate for use to address envelopes containing notices, with such addresses printed thereon;

J. The accuracy of such maps and list is the responsibility of the applicant;

K. Such other information as may be reasonably required by the city manager. The city manager may waive the filing of one or more of the items set forth in this section. (Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.040 Application—Fee.

If an application is filed pursuant to this chapter, the applicant shall deposit with the city clerk the required filing fee of two hundred and fifty dollars. (Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.050 Hearings.

Upon the filing of a complete application pursuant to this chapter and the making of the required deposit to cover the fee, the city shall fix a time and place for a public hearing before the planning commission. The city shall cause notice of such public hearing to be given pursuant to Section 65091 of the Government Code. Prior to such hearing, the executive director of the Industry urban development agency shall determine whether the proposed use is consistent with the provisions of the applicable redevelopment plan, if any, and shall report his or her findings to the planning commission. At the conclusion of the hearing, the planning commission may approve or deny an application for conditional use permit provided it makes written findings with respect to all of the following:

A. Whether the proposed use is consistent with the goals and objectives of the general plan and any applicable redevelopment plan;

B. Whether the site is adequate in size, shape, topography and location for the proposed use and there will be adequate utilities to accommodate the proposed use;

C. Whether there will be adequate street access, traffic circulation and parking capacity for the proposed use;

D. Whether the proposed use is compatible with the surrounding properties and uses; in making this finding, consideration shall be given to the potential for changes in the uses of surrounding properties;

E. Whether the proposed use will not be detrimental to the public health, safety or general welfare.

The ultimate decision of the planning commission with respect to the granting or denying of such application must be justified based upon substantial evidence in view of the whole record of the proceedings before the planning commission with respect to said application. (Ord. 567-U § 1, 1989; Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.060 Conditions of approval.

In the event that the planning commission grants a conditional use permit or exception, it may impose any conditions related to the proposed use which it deems reasonably necessary to further the purposes and intent of this title, to enable it to make the findings referred to in Section 17.48.050, or to protect the public health, safety and general welfare. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.070 Appeals.

Written notice of the planning commission's decision shall be mailed to the applicant at the address shown upon the application. The action of the planning commission shall be effective ten days following the mailing of such notice, unless, within such ten-day period an appeal in writing is filed with the city clerk by either the applicant or any other interested person, along with the appropriate appeal filing fee, in accordance with the provisions contained in Section 17.04.090 of this code. (Ord. 669 § 16, 2001; Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part) 1987)

17.48.080 Revocations and suspensions.

A. If the planning director or his or her designated representative determines that any condition of any conditional use permit, exception, or use permit issued pursuant to Chapter 17.44 or any provision of this title has been violated, or that any use is being exercised in such a manner as to constitute a public nuisance, the planning director shall cause a notice of violation to be mailed, by certified or registered mail, to the owner and occupant of the property, at his or her last known address, specifying the violation occurring, the remedial action required, and a reasonable time within which such remedial action must be completed. If the violation is not corrected or corrective measures are not commenced to the satisfaction of the planning director within the time stated in the notice of violation, the planning director shall set a hearing pursuant to this chapter before the planning commission for the revocation or suspension of the permit or exception and, in the event such violation or condition constitutes an immediate threat to health, safety or welfare, he or she may order immediate termination of the use, pending such hearing. After the public hearing, the planning commission may revoke, suspend or modify any conditional use permit, exception, or use permit which has been granted under either the provisions of this title or of any ordinance superseded by this title or of any ordinance superseded by this title on any one or more of the following grounds:

1. That such approval was obtained by fraud;
2. That the use for which such approval was granted is not being exercised;
3. That the use for which such approval was granted has ceased or has been suspended as provided in section 17.04.100;
4. That the use for which the conditional use permit, exception, or use permit was granted is being or recently has been exercised contrary to the terms or conditions of such approval or is in violation of any statute, ordinance, law or regulation;
5. That the use for which the approval was granted is so exercised as to be detrimental to the public health, safety or general welfare, or so as to be a nuisance.

B. The decision of the planning commission shall be final unless appealed to the city council as provided in Section 17.04.090 of this code. (Ord. 669 § 16, 2001; Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 542 § 19 (part), 1987)

17.48.090 Hearings—Continuance.

The city council or the planning commission may continue any hearing required by this chapter from time to time. (Ord. 545 § 1 (part), 1988; Ord. 542 § 19 (part), 1987)

Chapter 17.52

RECYCLING FACILITIES

Sections:

- 17.52.010 Definitions.**
- 17.52.020 Permits required.**
- 17.52.030 Permits for multiple sites.**
- 17.52.040 Criteria and standards.**

17.52.010 Definitions.

The following words shall have the following meanings when used in this chapter:

A. “Bulk reverse vending machine” means a reverse vending machine that is larger than fifty square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

B. “Collection facility” means a center for the acceptance by donation, redemption or, purchase, or recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Section 17.52.040 entitled Criteria and standards. Collection facilities may include the following:

1. Reverse vending machine(s);
2. Small collection facilities which occupy an area of not more than five hundred square feet, and may include:

- a. A mobile recycling unit;
- b. Bulk reverse vending machines or a grouping of reverse vending machines;
- c. Kiosk-type units which may include permanent structures;
- d. Unattended containers placed for the donation of recyclable materials;

C. “Mobile recycling unit” means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

D. “Recyclable material” means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2 (b) (4) of the California Health and Safety Code.

E. “Recycling facility” means a collection facility defined in this section. A “certified recycling facility” means a collection facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986 (commencing with Section 14500 of the California Public Resources Code)

F. “Reverse vending machines” means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container’s redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically; provided, that the entire process is enclosed within the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates,

and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. (Ord. 545 § 3 (part), 1988)

17.52.020 Permits required.

No person shall permit the placement, construction or operation of any recycling facility within the city without first obtaining the applicable permit required by this code. No such permit shall be granted unless the proposed recycling facility complies with the provisions of this chapter. (Ord. 545 § 3 (part), 1988)

17.52.030 Permits for multiple sites.

A single permit may be granted to allow more than one reverse vending machine(s) or small collection facility located on different sites; provided, that:

- A. The operator of each of the proposed facilities is the same;
- B. The proposed facilities are determined by the city engineer to be similar in nature, size and intensity of activity; and
- C. All of the applicable criteria and standards set forth in this chapter are met for each such proposed facility. (Ord. 545 § 3 (part), 1988)

17.52.040 Criteria and standards.

Those recycling facilities which are permitted in commercial and industrial zones, subject to the issuance of a use permit pursuant to Chapter 17.44 of this title, shall meet all of the applicable criteria and standards contained in this section. The criteria and standards for recycling facilities within the city are as follows:

A. Reverse Vending Machine(s). Reverse vending machine(s) located within a commercial structure do not require permits. Reverse vending machines are permitted uses in all commercial and industrial zones, subject to the issuance of a use permit as provided in Chapter 17.44 of this code. No such use permit shall be granted by the city engineer unless the proposed reverse vending machine(s) complies with the following standards:

- 1. Shall be established in conjunction with a commercial or industrial use (hereinafter "host use") which is in compliance with the zoning, building and fire codes of the city;
- 2. Shall not obstruct pedestrian or vehicular circulation;
- 3. Shall not occupy parking spaces required by the host use;
- 4. Shall occupy no more than fifty square feet of floor or ground space per installation, including any protective enclosure, and shall be no more than eight feet in height;
- 5. Shall be constructed and maintained with durable waterproof and rustproof material;
- 6. Shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and phone number of the operator or responsible person to call if the machine is inoperative;
- 7. Shall have a sign area of a maximum of four square feet per machine, exclusive of operating instructions;
- 8. Shall be maintained in a clean, litter-free condition on a daily basis;
- 9. Operating hours shall be at least the operating hours of the host use;
- 10. Shall be illuminated to ensure comfortable and safe operation if operating hours are between dusk and dawn;
- 11. Shall be established pursuant to the written authorization of the property owner giving permission to the applicant to place the machine on his or her property;

12. Shall be located within a “convenience zone” as that term is defined in the California Beverage Container Recycling and Litter Reduction Act (commencing with Section 14500 of the California Public Resources Code)

B. Small Collection Facilities. Small collection facilities are permitted uses in commercial and industrial zones subject to the issuance of a use permit as provided in Chapter 17.44 of this code. No such use permit shall be granted by the city engineer unless the proposed small collection facilities comply with the following conditions:

1. Shall be established in conjunction with an existing commercial or industrial use which is in compliance with the zoning, building and fire codes of the city;

2. Shall be no larger than five hundred square feet and occupy no more than five parking spaces not including space that will be periodically needed for removal of materials or exchange of containers;

3. Shall be set back at least thirty feet from any street line and shall not obstruct pedestrian or vehicular circulation;

4. Shall accept only glass, metals, plastic containers, papers and reusable items;

5. Shall use no power-driven processing equipment except for reverse vending machines;

6. Shall use containers that are constructed and maintained with durable waterproof and rustproof material, covered when site is not attended, secured from unauthorized entry or removal of, material, and shall be of a capacity sufficient to accommodate materials collected and collection schedule;

7. Shall store all recyclable material in containers or in a mobile recycling unit vehicle, and shall not leave materials outside of containers when attendant is not present;

8. Shall be maintained free of litter and any other undesirable materials, and mobile facilities, at which truck or containers are removed at the end of each collection day, shall be swept at the end of each collection day;

9. Shall not exceed noise levels of sixty dBA as measured at the property line of any residentially zoned or occupied property, otherwise shall not exceed seventy dBA;

10. Attended facilities located within one hundred feet of a property zoned or occupied for residential use shall operate only during the hours between nine a.m. and seven p.m.;

11. Containers for the twenty-four-hour donation of materials shall be at least thirty feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use;

12. Containers shall be clearly marked to identify the type of material which may be deposited; the facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation, and display a notice stating that no material shall be left outside the recycling enclosure or containers;

13. Signs may be provided as follows:

a. Recycling facilities may have identification signs with a maximum of twenty percent per side or sixteen square feet, whichever is larger, in addition to informational signs required in subsection 17.52.040B12; in the case of a wheeled facility, the side will be measured from the pavement to the top of the container,

b. Signs must be consistent with the character of the location,

c. Directional signs, bearing no advertising message, may be installed with the approval of the city engineer if necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way,

d. The city engineer may authorize increases in the number and size of signs upon findings that it is compatible with adjacent businesses;

14. The facility shall not impair the landscaping required by this title or any permit issued pursuant to this title;

15. No additional parking spaces will be required for customers of a small collection facility located at the established parking lot of a host use. One space will be provided for the attendant, if needed;

16. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present;

17. Occupation of parking spaces by the facility and by the attendant shall not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:

a. A parking study shows that existing parking capacity is not already fully utilized during the time the recycling facility will be on the site, and

b. The permit will be reconsidered at the end of eighteen months.

A reduction in available parking spaces in an established parking facility may then be allowed as follows:

Number of Available Parking Spaces	Maximum Reduction
0—25	0
25—35	2
36—49	3
50—99	4
100+	5

18. If the permit expires without renewal, the collection facility shall be removed from the site on the date following permit expiration;

19. Shall be established pursuant to the written authorization of the property owner giving permission. to the applicant to place the facilities on his or her property; and

20. Shall be located within a “convenience zone” as that term is defined in the California Beverage Container Recycling and Litter Reduction Act (commencing with Section 14500 of the California Public Resources Code). (Ord. 545 §3 (part), 1988)

Chapter 17.56

GENERAL REGULATIONS

Sections:

- 17.56.010** Height of structures.
- 17.56.020** Moving buildings.
- 17.56.030** Conversions and alterations.
- 17.56.040** Buildings under construction.
- 17.56.050** Repairs.
- 17.56.060** Using structure contrary to provisions.
- 17.56.070** Inspection.

17.56.010 Height of structures.

Except where a lesser maximum height is prescribed either by this title or any other ordinance or by statute, all buildings and structures of every kind and nature in the territory of the city except radio towers and oil derricks shall not exceed one hundred fifty feet in height. (Ord. 545 § 1 (part), 1988; Ord. 178 § 701, 1961)

17.56.020 Moving buildings.

No building or structure shall be moved from one lot or premises to another unless such building or structure shall thereupon be made to conform to all the provisions of this title relative to buildings or structures hereafter erected upon the lot or premises to which such building or structure shall have been moved, and shall be made to conform to the general character of the existing buildings in the neighborhood or better. (Ord. 545 § 1 (part), 1988; Ord. 178 § 702, 1961)

17.56.030 Conversions and alterations.

No building or structure existing at the time of the effective date of the ordinance codified in this title or any amendment thereof which is designed, arranged, intended for or devoted to a use not permitted in the zone in which such building or structure is located, shall be enlarged, extended, reconstructed, built upon or structurally altered unless the use of such building or structure is changed to a use permitted in the zone in which such building or structure is located or unless an exception has been granted under the terms of this title. (Ord. 545 § 1 (part), 1988; Ord. 178 § 703, 1961)

17.56.040 Buildings under construction.

Nothing in this title contained shall be deemed or construed to prevent the completion of any building or structure which is under construction at the effective date of the ordinance codified in this title, or any amendment thereof, or for the construction of which a valid building permit is in force, in the event that such construction or the proposed use of such building or structure is not at said date in violation of any other ordinance or law, and in the further event that such building or structure is completed within one year from such date. (Ord. 545 § 1 (part), 1988; Ord. 178 § 704, 1961)

17.56.050 Repairs.

When repairs within any twelvemonth period exceed fifty percent of the value of an existing building or structure, such building or structure shall be made to conform to the requirements of this title for new buildings or structures. (Ord. 545 § 1 (part), 1988; Ord. 178 § 705, 1961)

17.56.060 Using structure contrary to provisions.

A person shall not use or cause or permit to be used any building, structure, improvement or premises located in any zone described in this title contrary to the provisions of this title. (Ord. 545 § 1 (part), 1988; Ord. 178 § 706, 1961)

17.56.070 Inspection.

Every member of the city council, the city manager and his or her authorized representatives may enter any premises, building, or structure at any reasonable hours for investigation or inspection as to whether or not any portion of such premises, building, or structure, is being used in violation of this title. Every person who denies or prevents, obstructs, or attempts to deny, prevent or obstruct such access is guilty of a misdemeanor. (Ord. 545 § 1 (part), 1988; Ord. 178 § 707, 1961)

Chapter 17.60

DEVELOPMENT AGREEMENTS

Sections:

- 17.60.010** **General provisions.**
- 17.60.020** **Application for approval of development agreement.**
- 17.60.030** **Contents of application.**
- 17.60.040** **Processing of application.**
- 17.60.050** **Public hearing by city council.**
- 17.60.060** **Determination by city council.**

17.60.010 **General provisions.**

Pursuant to the provisions of Government Code Section 65864, et seq., the city council is authorized to enter into development agreements with certain developers pursuant to the provisions of this chapter. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

17.60.020 **Application for approval of development agreement.**

Any property owner, or other person having a legal or equitable interest in any parcel of property located within the city may, upon the payment of an application fee of two hundred fifty dollars, submit an application for approval of a development agreement pursuant to the provisions of Government Code Section 65864, et seq. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

17.60.030 **Contents of application.**

Any application for approval of a development agreement shall be accompanied by a proposed form of an agreement which shall, as a minimum, specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. Additionally, the development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions. The agreement shall contain provisions that construction of improvements shall commence within a specified period of time and that the project or any phase thereof shall be completed within a specified period of time. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

17.60.040 **Processing of application.**

Upon receipt of any such application for a development agreement, city shall cause the same to be reviewed and a staff report and recommendations to the planning commission to be prepared within a period of not to exceed forty-five days from the date of filing of the application. Said report and recommendations, together with the application, shall be submitted to the planning commission at its next regular meeting after the completion and filing of the report and recommendations and, at that meeting, the planning commission shall set thee matter for public hearing pursuant to and in compliance with all of the provisions of Government Code Sections 65090 and 65091. Said public hearing shall be set not later than forty-five days following the meeting at which the planning commission receives said report and recommendations. At the conclusion of the public hearing, the planning commission shall make such recommendations to the city council and supporting findings as it may deem appropriate. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

17.60.050 Public hearing by city council.

The recommendation and findings of the planning commission shall be submitted to the city council within thirty days following the adoption thereof by the planning commission, and the city council shall, at said meeting, set a public hearing on the application and the recommendation, which public hearing shall be held not later than forty-five days following the receipt by the city council of the planning commission recommendation and findings. Said public hearing by the city council shall be held in conformity with all of the provisions of Government Code Sections 65090 and 65091. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

17.60.060 Determination by city council.

The city council, following the public hearing, may approve or disapprove the proposed development agreement and, if the same is approved, may imposed upon it such conditions as appear to the city council reasonable and necessary to carry out the intent of Government Code Section 65865 et seq., and to protect the public health, safety and welfare, including any of the conditions referred to in Government Code Section 65865.2. The approval by the city council of any such development agreement may be by resolution. (Ord. 545 § 1 (part), 1988; Ord. 514-U § 1 (part), 1986)

Chapter 17.64

PLANNING COMMISSION

Sections:

- 17.64.010 Created.**
- 17.64.020 Composition.**
- 17.64.030 Terms.**
- 17.64.040 Forfeiture of position.**
- 17.64.050 Powers and duties.**
- 17.64.060 Hearings.**
- 17.64.080 Records.**
- 17.64.090 Debt.**
- 17.64.100 Organization.**
- 17.64.110 City clerk—Duties regarding commission.**

17.64.010 Created.

A planning commission which may be known and referred to as the “planning commission,” is created and established pursuant to the provisions of that certain act of the Legislature of the state of California, which is designated and referred to as the “planning law” (Title 7 of the Government Code of the state of California) as amended to date and as same may hereafter be amended. (Ord. 545 § 1 (part), 1988; Ord. 178 § 801, 1961)

17.64.020 Composition.

The planning commission shall consist of five members, who shall be designated, respectively as commissioners Nos. 1, 2, 3, 4 and 5. Said commissioners shall be appointed by the mayor, with the approval of the city council. In addition to the five appointed members of the commission, the city manager and the planning director shall be ex officio members of said commission but shall be nonvoting members thereof. An appointed member of the planning commission may be removed at any time by the mayor, subject to the approval of the city council, or by a majority vote of the city council. (Ord. 669 § 18, 2001; Ord. 545 § 1 (part), 1988; Ord. 178 § 802, 1961)

17.64.030 Terms.

A. Of the members of the commission first appointed under the provisions of this title, commissioners Nos. 1 and 2 shall be appointed for terms of one year, commissioners Nos. 3 and 4 shall be appointed for terms of two years, and commissioner No. 5 shall be appointed for a term of three years.

B. Upon the expiration of the respective terms of the commissioners referred to in subsection A, their respective successors shall be appointed for terms of four years.

C. If a vacancy shall occur otherwise than by expiration of term, it shall be filled by appointment for the unexpired portion of the term. Such appointment shall be made by the mayor with the approval of the city council. (Ord. 545 § 1 (part), 1988; Ord. 178 § 803, 1961)

17.64.040 Forfeiture of position.

A. Notwithstanding any of the other provisions of this title, any commissioner who absents himself or herself from any three consecutive regular meetings of the planning commission, unless excused from such

attendance by consent of such commission expressed by action of record in its minutes, or who is absent from a total of five regular meetings of the commission in any six-month period without such consent of such commission so expressed of record, automatically forfeits his or her position or office as a member of the planning commission, and the name of such person shall be automatically removed from the membership of the commission immediately after the adjournment of any such third consecutive meeting or of any such fifth meeting in any such six-month period, as the case may be, at which such commissioner has not appeared.

B. The chairperson or the secretary of the commission shall thereupon promptly notify the city council, and any such person so ceasing to be such commissioner, of such fact, whereupon the vacancy so created shall be filled by appointment as contemplated under the provisions of Section 17.64.030C. (Ord. 545 §§ 1 (part), 2 (part), 1988; Ord. 178, § 804, 1961)

17.64.050 Powers and duties.

The planning commission and the members thereof respectively have and exercise each and all of the powers, duties, rights, privileges and authorities of city planning commissions and of members of such commissions, all as set forth, provided for, and contemplated in this title and under any other ordinance of this city and in and under the provisions of said “planning law” as same now exists and as same may hereafter be amended, and shall perform the duties, acts and functions of such city planning commissions, and members thereof, respectively, all as indicated, set forth and referred to in, and as contemplated by, said “planning law” and in the manner therein stated. (Ord. 545 § 1 (part), 1988; Ord. 178 § 805 (part), 1961).

17.64.060 Hearings.

The planning commission shall conduct such hearings as may be required by law upon receipt by the city of any application or petition for a change of zone and upon direction of the city council, shall conduct such hearings upon any proceedings for a change of zone otherwise initiated. The planning commission shall thereafter transmit its recommendations with reference to said application or proceedings for a change of zone to the city council. (Ord. 545 § 1 (part), 1988; Ord. 178 § 805 (part), 1961)

17.64.080 Records.

The commission shall cause proper records to be kept of all its official acts and proceedings, and shall make reports to the city council, all as contemplated in and by said “planning law.” (Ord. 545 § 1 (part), 1988; Ord. 178 § 806, 1961)

17.64.090 Debt.

The commission shall have no power or authority to bind or obligate the city or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the city council may have made for the purpose of the commission in any fiscal year. (Ord. 545 § 1 (part), 1988; Ord. 178 § 807, 1961)

17.64.100 Organization.

Except as otherwise provided in this title or by law, the commission shall have power to and shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for the regular monthly meeting or meetings of the commission. (Ord. 545 § 1 (part), 1988; Ord. 178 § 808, 1961)

17.64.110 City clerk—Duties regarding commission.

The city clerk is authorized and instructed to notify the planning commission of any matters which may hereafter be pending before the city council and to forward to the planning commission from time to time any and all documents, proceedings and instruments which may hereafter be so pending and which documents, proceedings and instruments, according to law, are required to be submitted to such planning commission prior to final action thereon by said city council. (Ord. 545 § 1 (part), 1988; Ord. 178 § 809, 1961)

Chapter 17.68

CONGESTION MANAGEMENT PROGRAM

Sections:

- 17.68.010 Definitions.**
- 17.68.020 Review of transit impacts.**
- 17.68.030 Transportation demand and trip reduction measures.**
- 17.68.040 Monitoring.**
- 17.68.050 Enforcement.**

17.68.010 Definitions.

The following words or phrases shall have the following meanings when used in this chapter:

A. “Alternative transportation” means the use of modes of transportation other than the single passenger motor vehicle, including but not limited to carpools, vanpools, buspools, public transit, walking and bicycling.

B. “Applicable development” means any development project that is determined to meet or exceed the project size threshold criteria contained in Section 17.68.030 of this chapter.

C. “Buspool” means a vehicle carrying sixteen or more passengers commuting on a regular basis to and from work with a fixed route, according to a fixed schedule.

D. “Carpool” means a vehicle carrying two to six persons commuting together to and from work on a regular basis.

E. “The California Environmental Quality Act (“CEQA”),” a statute that requires all jurisdictions in the state of California to evaluate the extent of environmental degradation posed by proposed development.

F. “Developer” means the builder who is responsible for the planning, design and construction of an applicable development project. A developer may be responsible for implementing the provisions of this chapter as determined by the property owner.

G. “Development” means the construction or addition of new building square footage. Additions to buildings which existed prior to the adoption of this chapter and which exceed the thresholds defined in Section 17.68.030 shall comply with the applicable requirements but shall not be added cumulatively with existing square footage; existing square footage shall be exempt from these requirements. All calculations shall be based on gross square footage.

H. “Employee parking area” means the portion of total required parking at a development used by onsite employees. Unless specified in the city zoning/building code, employee parking, shall be calculated as follows:

Type of Use	Percent of Total Required Parking Devoted to Employees
Commercial	30%
Office/Professional	85%
Industrial/Manufacturing	90%

I. “Preferential parking” means parking spaces designated, or assigned, through use of a sign or painted space markings for carpool and vanpool vehicles carrying commute passengers on a regular basis

that are provided in a location more convenient to a place of employment than parking spaces provided for single-occupant vehicles.

J. “Property owner” means the legal owner of a development who serves as the lessor to a tenant. The property owner shall be responsible for complying with the provisions of the chapter either directly or by delegating such responsibility as appropriate to a tenant and/or his or her agent.

K. “South Coast Air Quality Management District” (“SCAQMD”) is the regional authority appointed by the California State Legislature to meet federal standards and otherwise improve air quality in South Coast Air Basin (the non-desert portions of Los Angeles, Orange, Riverside, and San Bernardino Counties).⁹

L. “Tenant” means the lessee of facility space at an applicable development project.

M. “Transportation demand management” (“TDM”) means the alteration of travel behavior — usually on the part of commuters — through programs of incentives, services, and policies. TDM addresses alternatives to single-occupant vehicles such as carpooling and vanpooling, and changes in work schedules that move trips out of the peak period or eliminate them altogether (as is the case in telecommuting or compressed work weeks).

N. “Trip reduction” means reduction in the number of work-related trips made by single-occupant vehicles.

O. “Vanpool” means a vehicle carrying seven or more persons commuting together to and from work on a regular basis, usually in a vehicle with a seating arrangement designed to carry seven to fifteen adult passengers, and on a prepaid subscription basis.

P. “Vehicle” means any motorized form of transportation, including but not limited to automobiles, vans, busses and motorcycles. (Ord. 593 § 1 (part), 1993)

17.68.020 Review of transit impacts.

A. Prior to approval of any development project for which an environmental impact report (“EIR”) will be prepared pursuant to the requirements of the California Environmental Quality Act (“CEQA”) or based on a local determination, regional and municipal fixed-route transit operators providing service to the project shall be identified and consulted with. Projects for which a notice of preparation (“NOP”) for a draft EIR has been circulated pursuant to the provisions of CEQA prior to the effective date of the ordinance codified in this chapter shall be exempted from its provisions.

B. The “transit impact review worksheet”, contained in the Los Angeles County congestion management program manual, or similar worksheets, shall be used in assessing impacts. Pursuant to the provisions of CEQA, transit operators shall be sent a NOP for all contemplated EIR’s and shall, as part of the NOP process, be given opportunity to comment on the impacts of the project, to identify recommended transit service or capital improvements which may be required as a result of the project, and to recommend mitigation measures which minimize automobile trips on the CMP network.

C. Impacts and recommended mitigation measures identified by the transit operator shall be evaluated in the draft environmental impact report prepared for the project. Related mitigation measures adopted shall be monitored through the mitigation monitoring requirements of CEQA.

D. Phased development projects, development projects subject to a development agreement, or development projects requiring subsequent approvals, need not repeat this process as long as no significant changes are made to the project. It shall remain the discretion of the lead agency to determine when a project is substantially the same and therefore covered by a previously certified EIR. (Ord. 593 § 1 (part), 1993)

17.68.030 Transportation demand and trip reduction measures.

A. Applicability of requirements. Prior to approval of any development project, the applicant shall make provision for, as a minimum, all of the following applicable transportation demand management and trip reduction measures. This chapter shall not apply to projects for which a development application has been deemed “complete” by the city pursuant to Government Code Section 65943, or for which a notice of preparation for a DEIR has been circulated or for which an application for a building permit has been received, prior to the effective date of the ordinance codified in this chapter. All facilities and improvements constructed or otherwise required shall be maintained in a state of good repair.

B. Development standards.

1. Nonresidential development of twenty-five thousand square feet or more shall provide the following to the satisfaction of the city:

a. A bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area shall include, but is not limited to the following:

- i. Current maps, routes and schedules for public transit routes serving the site;
- ii. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators;
- iii. Ridesharing promotional material supplied by commuter-oriented organizations;
- iv. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information;
- v. A listing of facilities available for vanpoolers, bicyclists, transit riders and pedestrians at the site.

2. Nonresidential development of fifty thousand square feet or more shall comply with Section 17.68.030(B)(1) above and shall provide all of the following measures to the satisfaction of the city:

a. Not less than ten percent of employee parking area, shall be located as close as is practical to the employee entrance(s), and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area shall be identified on the site plan upon application for building permit, to the satisfaction of city. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants; provided that at all times at least one space for projects of fifty thousand square feet to one hundred thousand square feet and two spaces for projects over one hundred thousand square feet will be signed/striped for carpool/vanpool vehicles.

b. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of seven feet two inches shall be provided for those spaces and accessways to be used by such vehicles. Adequate turning radii and parking space dimensions shall also be included in vanpool parking areas.

c. Bicycle racks or other secure bicycle parking shall be provided to accommodate four bicycles, per the first fifty thousand square feet of non-residential development and one bicycle per each additional fifty thousand square feet of non residential development. Calculations which result in a fraction of 0.5 or higher shall be rounded up to the nearest whole number. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which, protects the bike from inclement weather. Specific facilities and location (e.g., provision or racks, lockers, or locked room) shall be to the satisfaction of the city.

3. Nonresidential development of one hundred thousand square feet or more shall comply with subsections (B)(1) and (B)(2) of this section, and shall provide all of the following measures to the satisfaction of the city:

a. A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers.

b. Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.

c. If determined necessary by the city to mitigate the project impact, bus stop improvements must be provided. The city will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe and efficient access to nearby transit stations/stops.

d. Safe and convenient access from the external circulation system to bicycle parking facilities onsite. (Ord. 593 § 1 (part), 1993)

17.68.040 Monitoring.

A city inspection of the development/site shall be performed to insure that all provisions of this chapter have been implemented prior to occupancy of the building. Noncompliance with any provision of this chapter shall cause the city to withhold authorization for occupancy of the building. (Ord. 593, § 1 (part), 1993)

17.68.050 Enforcement.

Conformance with this ordinance shall be maintained at all times. Failure to conform with any provision of this chapter would be a violation of the city's municipal code and subject to the penalties outlined in Chapter 1.08 of the Industry Municipal Code. (Ord. 593 § 1 (part), 1993)

APPENDIX C

Shared Parking Worksheets

Weekday

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: January
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	56%	85%	85%	85%	100%	
Adjusted Peak Parking	579	123	26	81	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	6	0	7	4	0	17
7:00 AM	29	0	13	8	0	50
8:00 AM	87	0	16	16	1	120
9:00 AM	203	0	20	24	2	249
10:00 AM	376	18	22	45	4	465
11:00 AM	492	49	23	69	2	635
12:00 NOON	550	92	26	81	1	750
1:00 PM	579	92	23	81	2	777
2:00 PM	550	80	13	73	4	720
3:00 PM	521	49	12	49	2	633
4:00 PM	521	62	12	45	1	641
5:00 PM	550	92	20	49	0	711
6:00 PM	550	117	21	69	0	757
7:00 PM	550	123	21	65	0	759
8:00 PM	463	123	21	41	0	648
9:00 PM	290	123	16	24	0	453
10:00 PM	174	117	14	16	0	321
11:00 PM	58	92	13	8	0	171
12:00 MID	0	31	7	4	0	42
Maximum						777

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: January
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	95%	95%	95%	100%	
Adjusted Peak Parking	200	25	5	16	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	2	1	26
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	19	5	6	45	225
10:00 AM	170	23	5	12	47	257
11:00 AM	190	23	5	16	47	281
12:00 NOON	200	23	5	16	42	286
1:00 PM	200	23	5	16	42	286
2:00 PM	200	23	5	15	47	290
3:00 PM	200	19	4	11	47	281
4:00 PM	200	19	4	10	42	275
5:00 PM	190	25	5	11	24	255
6:00 PM	190	25	5	14	12	246
7:00 PM	190	25	5	14	5	239
8:00 PM	180	25	5	10	3	223
9:00 PM	150	25	4	6	1	186
10:00 PM	80	25	3	5	0	113
11:00 PM	30	21	3	3	0	57
12:00 MID	0	9	2	3	0	14
Maximum						290

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: February
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	57%	86%	86%	86%	100%	
Adjusted Peak Parking	589	125	26	82	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	6	0	7	4	0	17
7:00 AM	29	0	13	8	0	50
8:00 AM	88	0	16	16	1	121
9:00 AM	206	0	20	25	2	253
10:00 AM	383	19	22	45	4	473
11:00 AM	501	50	23	70	2	646
12:00 NOON	560	94	26	82	1	763
1:00 PM	589	94	23	82	2	790
2:00 PM	560	81	13	74	4	732
3:00 PM	530	50	12	49	2	643
4:00 PM	530	63	12	45	1	651
5:00 PM	560	94	20	49	0	723
6:00 PM	560	119	21	70	0	770
7:00 PM	560	125	21	66	0	772
8:00 PM	471	125	21	41	0	658
9:00 PM	295	125	16	25	0	461
10:00 PM	177	119	14	16	0	326
11:00 PM	59	94	13	8	0	174
12:00 MID	0	31	7	4	0	42
Maximum						790

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: February
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	95%	95%	95%	100%	
Adjusted Peak Parking	200	25	5	16	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	2	1	26
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	19	5	6	45	225
10:00 AM	170	23	5	12	47	257
11:00 AM	190	23	5	16	47	281
12:00 NOON	200	23	5	16	42	286
1:00 PM	200	23	5	16	42	286
2:00 PM	200	23	5	15	47	290
3:00 PM	200	19	4	11	47	281
4:00 PM	200	19	4	10	42	275
5:00 PM	190	25	5	11	24	255
6:00 PM	190	25	5	14	12	246
7:00 PM	190	25	5	14	5	239
8:00 PM	180	25	5	10	3	223
9:00 PM	150	25	4	6	1	186
10:00 PM	80	25	3	5	0	113
11:00 PM	30	21	3	3	0	57
12:00 MID	0	9	2	3	0	14
Maximum						290

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: March
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	64%	95%	95%	95%	100%	
Adjusted Peak Parking	662	138	29	90	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	5	0	19
7:00 AM	33	0	15	9	0	57
8:00 AM	99	0	17	18	1	135
9:00 AM	232	0	22	27	2	283
10:00 AM	430	21	25	50	4	530
11:00 AM	563	55	26	77	2	723
12:00 NOON	629	104	29	90	1	853
1:00 PM	662	104	26	90	2	884
2:00 PM	629	90	15	81	4	819
3:00 PM	596	55	13	54	2	720
4:00 PM	596	69	13	50	1	729
5:00 PM	629	104	22	54	0	809
6:00 PM	629	131	23	77	0	860
7:00 PM	629	138	23	72	0	862
8:00 PM	530	138	23	45	0	736
9:00 PM	331	138	17	27	0	513
10:00 PM	199	131	16	18	0	364
11:00 PM	66	104	15	9	0	194
12:00 MID	0	35	7	5	0	47
Maximum						884

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: March
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: April
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	63%	92%	92%	92%	100%	
Adjusted Peak Parking	651	133	28	87	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	4	0	18
7:00 AM	33	0	14	9	0	56
8:00 AM	98	0	17	17	1	133
9:00 AM	228	0	21	26	2	277
10:00 AM	423	20	24	48	4	519
11:00 AM	553	53	25	74	2	707
12:00 NOON	618	100	28	87	1	834
1:00 PM	651	100	25	87	2	865
2:00 PM	618	86	14	78	4	800
3:00 PM	586	53	13	52	2	706
4:00 PM	586	67	13	48	1	715
5:00 PM	618	100	21	52	0	791
6:00 PM	618	126	22	74	0	840
7:00 PM	618	133	22	70	0	843
8:00 PM	521	133	22	44	0	720
9:00 PM	326	133	17	26	0	502
10:00 PM	195	126	15	17	0	353
11:00 PM	65	100	14	9	0	188
12:00 MID	0	33	7	4	0	44
Maximum						865

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: April
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: May
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	66%	96%	96%	96%	100%	
Adjusted Peak Parking	682	139	29	91	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	5	0	19
7:00 AM	34	0	15	9	0	58
8:00 AM	102	0	17	18	1	138
9:00 AM	239	0	22	27	2	290
10:00 AM	443	21	25	50	4	543
11:00 AM	580	56	26	77	2	741
12:00 NOON	648	104	29	91	1	873
1:00 PM	682	104	26	91	2	905
2:00 PM	648	90	15	82	4	839
3:00 PM	614	56	13	55	2	740
4:00 PM	614	70	13	50	1	748
5:00 PM	648	104	22	55	0	829
6:00 PM	648	132	23	77	0	880
7:00 PM	648	139	23	73	0	883
8:00 PM	546	139	23	46	0	754
9:00 PM	341	139	17	27	0	524
10:00 PM	205	132	16	18	0	371
11:00 PM	68	104	15	9	0	196
12:00 MID	0	35	7	5	0	47
Maximum						905

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: May
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: June
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	67%	95%	95%	95%	100%	
Adjusted Peak Parking	693	138	29	90	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	5	0	19
7:00 AM	35	0	15	9	0	59
8:00 AM	104	0	17	18	1	140
9:00 AM	243	0	22	27	2	294
10:00 AM	450	21	25	50	4	550
11:00 AM	589	55	26	77	2	749
12:00 NOON	658	104	29	90	1	882
1:00 PM	693	104	26	90	2	915
2:00 PM	658	90	15	81	4	848
3:00 PM	624	55	13	54	2	748
4:00 PM	624	69	13	50	1	757
5:00 PM	658	104	22	54	0	838
6:00 PM	658	131	23	77	0	889
7:00 PM	658	138	23	72	0	891
8:00 PM	554	138	23	45	0	760
9:00 PM	347	138	17	27	0	529
10:00 PM	208	131	16	18	0	373
11:00 PM	69	104	15	9	0	197
12:00 MID	0	35	7	5	0	47
Maximum						915

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: June
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: July
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	64%	98%	98%	98%	95%	
Adjusted Peak Parking	662	142	29	93	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	5	0	19
7:00 AM	33	0	15	9	0	57
8:00 AM	99	0	17	19	1	136
9:00 AM	232	0	22	28	2	284
10:00 AM	430	21	25	51	4	531
11:00 AM	563	57	26	79	2	727
12:00 NOON	629	107	29	93	1	859
1:00 PM	662	107	26	93	2	890
2:00 PM	629	92	15	84	4	824
3:00 PM	596	57	13	56	2	724
4:00 PM	596	71	13	51	1	732
5:00 PM	629	107	22	56	0	814
6:00 PM	629	135	23	79	0	866
7:00 PM	629	142	23	74	0	868
8:00 PM	530	142	23	47	0	742
9:00 PM	331	142	17	28	0	518
10:00 PM	199	135	16	19	0	369
11:00 PM	66	107	15	9	0	197
12:00 MID	0	36	7	5	0	48
Maximum						890

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: July
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	95%	
Adjusted Peak Parking	200	26	5	17	45	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	34	137
9:00 AM	150	20	5	7	43	225
10:00 AM	170	23	5	13	45	256
11:00 AM	190	23	5	17	45	280
12:00 NOON	200	23	5	17	41	286
1:00 PM	200	23	5	17	41	286
2:00 PM	200	23	5	16	45	289
3:00 PM	200	20	4	12	45	281
4:00 PM	200	20	4	10	41	275
5:00 PM	190	26	5	12	23	256
6:00 PM	190	26	5	15	11	247
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						289

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: August
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	69%	99%	99%	99%	95%	
Adjusted Peak Parking	713	144	30	94	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	8	5	0	20
7:00 AM	36	0	15	9	0	60
8:00 AM	107	0	18	19	1	145
9:00 AM	250	0	23	28	2	303
10:00 AM	463	22	26	52	4	567
11:00 AM	606	58	27	80	2	773
12:00 NOON	677	108	30	94	1	910
1:00 PM	713	108	27	94	2	944
2:00 PM	677	94	15	85	4	875
3:00 PM	642	58	14	56	2	772
4:00 PM	642	72	14	52	1	781
5:00 PM	677	108	23	56	0	864
6:00 PM	677	137	24	80	0	918
7:00 PM	677	144	24	75	0	920
8:00 PM	570	144	24	47	0	785
9:00 PM	357	144	18	28	0	547
10:00 PM	214	137	17	19	0	387
11:00 PM	71	108	15	9	0	203
12:00 MID	0	36	8	5	0	49
Maximum						944

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: August
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	95%	
Adjusted Peak Parking	200	26	5	17	45	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	34	137
9:00 AM	150	20	5	7	43	225
10:00 AM	170	23	5	13	45	256
11:00 AM	190	23	5	17	45	280
12:00 NOON	200	23	5	17	41	286
1:00 PM	200	23	5	17	41	286
2:00 PM	200	23	5	16	45	289
3:00 PM	200	20	4	12	45	281
4:00 PM	200	20	4	10	41	275
5:00 PM	190	26	5	12	23	256
6:00 PM	190	26	5	15	11	247
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						289

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: September
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	64%	91%	91%	91%	100%	
Adjusted Peak Parking	662	132	27	86	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	4	0	18
7:00 AM	33	0	14	9	0	56
8:00 AM	99	0	16	17	1	133
9:00 AM	232	0	20	26	2	280
10:00 AM	430	20	23	47	4	524
11:00 AM	563	53	24	73	2	715
12:00 NOON	629	99	27	86	1	842
1:00 PM	662	99	24	86	2	873
2:00 PM	629	86	14	77	4	810
3:00 PM	596	53	12	52	2	715
4:00 PM	596	66	12	47	1	722
5:00 PM	629	99	20	52	0	800
6:00 PM	629	125	22	73	0	849
7:00 PM	629	132	22	69	0	852
8:00 PM	530	132	22	43	0	727
9:00 PM	331	132	16	26	0	505
10:00 PM	199	125	15	17	0	356
11:00 PM	66	99	14	9	0	188
12:00 MID	0	33	7	4	0	44
Maximum						873

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: September
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: October
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	66%	96%	96%	96%	100%	
Adjusted Peak Parking	682	139	29	91	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	5	0	19
7:00 AM	34	0	15	9	0	58
8:00 AM	102	0	17	18	1	138
9:00 AM	239	0	22	27	2	290
10:00 AM	443	21	25	50	4	543
11:00 AM	580	56	26	77	2	741
12:00 NOON	648	104	29	91	1	873
1:00 PM	682	104	26	91	2	905
2:00 PM	648	90	15	82	4	839
3:00 PM	614	56	13	55	2	740
4:00 PM	614	70	13	50	1	748
5:00 PM	648	104	22	55	0	829
6:00 PM	648	132	23	77	0	880
7:00 PM	648	139	23	73	0	883
8:00 PM	546	139	23	46	0	754
9:00 PM	341	139	17	27	0	524
10:00 PM	205	132	16	18	0	371
11:00 PM	68	104	15	9	0	196
12:00 MID	0	35	7	5	0	47
Maximum						905

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: October
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	200	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	20	0	3	3	1	27
7:00 AM	30	5	4	3	14	56
8:00 AM	80	13	5	5	35	138
9:00 AM	150	20	5	7	45	227
10:00 AM	170	23	5	13	47	258
11:00 AM	190	23	5	17	47	282
12:00 NOON	200	23	5	17	42	287
1:00 PM	200	23	5	17	42	287
2:00 PM	200	23	5	16	47	291
3:00 PM	200	20	4	12	47	283
4:00 PM	200	20	4	10	42	276
5:00 PM	190	26	5	12	24	257
6:00 PM	190	26	5	15	12	248
7:00 PM	190	26	5	15	5	241
8:00 PM	180	26	5	10	3	224
9:00 PM	150	26	4	7	1	188
10:00 PM	80	26	3	5	0	114
11:00 PM	30	22	3	3	0	58
12:00 MID	0	9	2	3	0	14
Maximum						291

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: November
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	72%	93%	93%	93%	100%	
Adjusted Peak Parking	744	135	28	88	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	35%	0%	75%	30%	60%	
10:00 AM	65%	15%	85%	55%	100%	
11:00 AM	85%	40%	90%	85%	45%	
12:00 NOON	95%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	95%	65%	50%	90%	100%	
3:00 PM	90%	40%	45%	60%	45%	
4:00 PM	90%	50%	45%	55%	15%	
5:00 PM	95%	75%	75%	60%	10%	
6:00 PM	95%	95%	80%	85%	5%	
7:00 PM	95%	100%	80%	80%	2%	
8:00 PM	80%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	7	0	7	4	0	18
7:00 AM	37	0	14	9	0	60
8:00 AM	112	0	17	18	1	148
9:00 AM	260	0	21	26	2	309
10:00 AM	484	20	24	48	4	580
11:00 AM	632	54	25	75	2	788
12:00 NOON	707	101	28	88	1	925
1:00 PM	744	101	25	88	2	960
2:00 PM	707	88	14	79	4	892
3:00 PM	670	54	13	53	2	792
4:00 PM	670	68	13	48	1	800
5:00 PM	707	101	21	53	0	882
6:00 PM	707	128	22	75	0	932
7:00 PM	707	135	22	70	0	934
8:00 PM	595	135	22	44	0	796
9:00 PM	372	135	17	26	0	550
10:00 PM	223	128	15	18	0	384
11:00 PM	74	101	14	9	0	198
12:00 MID	0	34	7	4	0	45
Maximum						960

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: November
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	90%	100%	100%	100%	100%	
Adjusted Peak Parking	225	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	3	3	1	30
7:00 AM	34	5	4	3	14	60
8:00 AM	90	13	5	5	35	148
9:00 AM	169	20	5	7	45	246
10:00 AM	191	23	5	13	47	279
11:00 AM	214	23	5	17	47	306
12:00 NOON	225	23	5	17	42	312
1:00 PM	225	23	5	17	42	312
2:00 PM	225	23	5	16	47	316
3:00 PM	225	20	4	12	47	308
4:00 PM	225	20	4	10	42	301
5:00 PM	214	26	5	12	24	281
6:00 PM	214	26	5	15	12	272
7:00 PM	214	26	5	15	5	265
8:00 PM	203	26	5	10	3	247
9:00 PM	169	26	4	7	1	207
10:00 PM	90	26	3	5	0	124
11:00 PM	34	22	3	3	0	62
12:00 MID	0	9	2	3	0	14
Maximum						316

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: December
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	100%	100%	100%	100%	100%	
Adjusted Peak Parking	1,034	145	30	95	4	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	15%	0%	60%	20%	20%	
9:00 AM	30%	0%	75%	30%	60%	
10:00 AM	55%	15%	85%	55%	100%	
11:00 AM	75%	40%	90%	85%	45%	
12:00 NOON	90%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	100%	65%	50%	90%	100%	
3:00 PM	100%	40%	45%	60%	45%	
4:00 PM	95%	50%	45%	55%	15%	
5:00 PM	85%	75%	75%	60%	10%	
6:00 PM	80%	95%	80%	85%	5%	
7:00 PM	75%	100%	80%	80%	2%	
8:00 PM	65%	100%	80%	50%	1%	
9:00 PM	50%	100%	60%	30%	0%	
10:00 PM	30%	95%	55%	20%	0%	
11:00 PM	10%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	10	0	8	5	0	23
7:00 AM	52	0	15	10	0	77
8:00 AM	155	0	18	19	1	193
9:00 AM	310	0	23	29	2	364
10:00 AM	569	22	26	52	4	673
11:00 AM	776	58	27	81	2	944
12:00 NOON	931	109	30	95	1	1,166
1:00 PM	1,034	109	27	95	2	1,267
2:00 PM	1,034	94	15	86	4	1,233
3:00 PM	1,034	58	14	57	2	1,165
4:00 PM	982	73	14	52	1	1,122
5:00 PM	879	109	23	57	0	1,068
6:00 PM	827	138	24	81	0	1,070
7:00 PM	776	145	24	76	0	1,021
8:00 PM	672	145	24	48	0	889
9:00 PM	517	145	18	29	0	709
10:00 PM	310	138	17	19	0	484
11:00 PM	103	109	15	10	0	237
12:00 MID	0	36	8	5	0	49
Maximum						1,267

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: December
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	100%	100%	100%	100%	100%	
Adjusted Peak Parking	250	26	5	17	47	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	25	0	3	3	1	32
7:00 AM	38	5	4	3	14	64
8:00 AM	100	13	5	5	35	158
9:00 AM	188	20	5	7	45	265
10:00 AM	213	23	5	13	47	301
11:00 AM	238	23	5	17	47	330
12:00 NOON	250	23	5	17	42	337
1:00 PM	250	23	5	17	42	337
2:00 PM	250	23	5	16	47	341
3:00 PM	250	20	4	12	47	333
4:00 PM	250	20	4	10	42	326
5:00 PM	238	26	5	12	24	305
6:00 PM	238	26	5	15	12	296
7:00 PM	238	26	5	15	5	289
8:00 PM	225	26	5	10	3	269
9:00 PM	188	26	4	7	1	226
10:00 PM	100	26	3	5	0	134
11:00 PM	38	22	3	3	0	66
12:00 MID	0	9	2	3	0	14
Maximum						341

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: Late December
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	1,034	145	30	95	4	1,308
Monthly Adjustment Factor	80%	95%	95%	95%	80%	
Adjusted Peak Parking	827	138	29	90	3	
6:00 AM	1%	0%	25%	5%	0%	
7:00 AM	5%	0%	50%	10%	1%	
8:00 AM	10%	0%	60%	20%	20%	
9:00 AM	20%	0%	75%	30%	60%	
10:00 AM	40%	15%	85%	55%	100%	
11:00 AM	65%	40%	90%	85%	45%	
12:00 NOON	90%	75%	100%	100%	15%	
1:00 PM	100%	75%	90%	100%	45%	
2:00 PM	100%	65%	50%	90%	100%	
3:00 PM	100%	40%	45%	60%	45%	
4:00 PM	95%	50%	45%	55%	15%	
5:00 PM	85%	75%	75%	60%	10%	
6:00 PM	70%	95%	80%	85%	5%	
7:00 PM	55%	100%	80%	80%	2%	
8:00 PM	40%	100%	80%	50%	1%	
9:00 PM	25%	100%	60%	30%	0%	
10:00 PM	15%	95%	55%	20%	0%	
11:00 PM	5%	75%	50%	10%	0%	
12:00 MID	0%	25%	25%	5%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	8	0	7	5	0	20
7:00 AM	41	0	15	9	0	65
8:00 AM	83	0	17	18	1	119
9:00 AM	165	0	22	27	2	216
10:00 AM	331	21	25	50	3	430
11:00 AM	538	55	26	77	1	697
12:00 NOON	744	104	29	90	0	967
1:00 PM	827	104	26	90	1	1,048
2:00 PM	827	90	15	81	3	1,016
3:00 PM	827	55	13	54	1	950
4:00 PM	786	69	13	50	0	918
5:00 PM	703	104	22	54	0	883
6:00 PM	579	131	23	77	0	810
7:00 PM	455	138	23	72	0	688
8:00 PM	331	138	23	45	0	537
9:00 PM	207	138	17	27	0	389
10:00 PM	124	131	16	18	0	289
11:00 PM	41	104	15	9	0	169
12:00 MID	0	35	7	5	0	47
Maximum						1,048

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: Late December
 Day of the Week: Weekday
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	250	26	5	17	47	345
Monthly Adjustment Factor	90%	100%	100%	100%	80%	
Adjusted Peak Parking	225	26	5	17	38	
6:00 AM	10%	0%	50%	15%	3%	
7:00 AM	15%	20%	75%	20%	30%	
8:00 AM	40%	50%	90%	30%	75%	
9:00 AM	75%	75%	90%	40%	95%	
10:00 AM	85%	90%	100%	75%	100%	
11:00 AM	95%	90%	100%	100%	100%	
12:00 NOON	100%	90%	100%	100%	90%	
1:00 PM	100%	90%	100%	100%	90%	
2:00 PM	100%	90%	100%	95%	100%	
3:00 PM	100%	75%	75%	70%	100%	
4:00 PM	100%	75%	75%	60%	90%	
5:00 PM	95%	100%	95%	70%	50%	
6:00 PM	95%	100%	95%	90%	25%	
7:00 PM	95%	100%	95%	90%	10%	
8:00 PM	90%	100%	95%	60%	7%	
9:00 PM	75%	100%	80%	40%	3%	
10:00 PM	40%	100%	65%	30%	1%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	35%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	3	3	1	30
7:00 AM	34	5	4	3	11	57
8:00 AM	90	13	5	5	29	142
9:00 AM	169	20	5	7	36	237
10:00 AM	191	23	5	13	38	270
11:00 AM	214	23	5	17	38	297
12:00 NOON	225	23	5	17	34	304
1:00 PM	225	23	5	17	34	304
2:00 PM	225	23	5	16	38	307
3:00 PM	225	20	4	12	38	299
4:00 PM	225	20	4	10	34	293
5:00 PM	214	26	5	12	19	276
6:00 PM	214	26	5	15	10	270
7:00 PM	214	26	5	15	4	264
8:00 PM	203	26	5	10	3	247
9:00 PM	169	26	4	7	1	207
10:00 PM	90	26	3	5	0	124
11:00 PM	34	22	3	3	0	62
12:00 MID	0	9	2	3	0	14
Maximum						307

Weekend

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: January
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	56%	85%	85%	85%	
Adjusted Peak Parking	639	138	37	77	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	6	0	4	4	14
7:00 AM	32	0	9	8	49
8:00 AM	64	0	17	15	96
9:00 AM	192	0	26	23	241
10:00 AM	320	0	33	42	395
11:00 AM	415	21	33	65	534
12:00 NOON	511	69	37	77	694
1:00 PM	575	76	31	77	759
2:00 PM	639	62	24	69	794
3:00 PM	639	62	15	46	762
4:00 PM	607	62	17	42	728
5:00 PM	575	83	22	46	726
6:00 PM	511	124	26	65	726
7:00 PM	479	131	26	62	698
8:00 PM	415	138	24	39	616
9:00 PM	320	124	11	23	478
10:00 PM	224	124	9	15	372
11:00 PM	96	124	6	8	234
12:00 MID	0	69	4	4	77
Maximum					794

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: January
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	95%	95%	95%	100%	
Adjusted Peak Parking	228	28	8	14	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	8	7	4	3	113
9:00 AM	171	17	7	6	4	205
10:00 AM	194	21	8	11	5	239
11:00 AM	217	21	8	14	5	265
12:00 NOON	228	21	8	14	5	276
1:00 PM	228	21	8	14	4	275
2:00 PM	228	21	8	13	3	273
3:00 PM	228	21	6	10	2	267
4:00 PM	228	21	6	8	1	264
5:00 PM	217	28	8	10	1	264
6:00 PM	194	28	8	13	0	243
7:00 PM	182	28	8	13	0	231
8:00 PM	171	28	8	8	0	215
9:00 PM	148	28	6	6	0	188
10:00 PM	103	28	5	4	0	140
11:00 PM	34	24	5	3	0	66
12:00 MID	0	14	3	3	0	20
Maximum						276

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: February
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	57%	86%	86%	86%	
Adjusted Peak Parking	650	139	37	77	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	7	0	4	4	15
7:00 AM	33	0	9	8	50
8:00 AM	65	0	17	15	97
9:00 AM	195	0	26	23	244
10:00 AM	325	0	33	42	400
11:00 AM	423	21	33	65	542
12:00 NOON	520	70	37	77	704
1:00 PM	585	76	31	77	769
2:00 PM	650	63	24	69	806
3:00 PM	650	63	15	46	774
4:00 PM	618	63	17	42	740
5:00 PM	585	83	22	46	736
6:00 PM	520	125	26	65	736
7:00 PM	488	132	26	62	708
8:00 PM	423	139	24	39	625
9:00 PM	325	125	11	23	484
10:00 PM	228	125	9	15	377
11:00 PM	98	125	6	8	237
12:00 MID	0	70	4	4	78
Maximum					806

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: February
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	95%	95%	95%	100%	
Adjusted Peak Parking	228	28	8	14	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	8	7	4	3	113
9:00 AM	171	17	7	6	4	205
10:00 AM	194	21	8	11	5	239
11:00 AM	217	21	8	14	5	265
12:00 NOON	228	21	8	14	5	276
1:00 PM	228	21	8	14	4	275
2:00 PM	228	21	8	13	3	273
3:00 PM	228	21	6	10	2	267
4:00 PM	228	21	6	8	1	264
5:00 PM	217	28	8	10	1	264
6:00 PM	194	28	8	13	0	243
7:00 PM	182	28	8	13	0	231
8:00 PM	171	28	8	8	0	215
9:00 PM	148	28	6	6	0	188
10:00 PM	103	28	5	4	0	140
11:00 PM	34	24	5	3	0	66
12:00 MID	0	14	3	3	0	20
Maximum						276

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: March
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	64%	95%	95%	95%	
Adjusted Peak Parking	730	154	41	86	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	7	0	4	4	15
7:00 AM	37	0	10	9	56
8:00 AM	73	0	18	17	108
9:00 AM	219	0	29	26	274
10:00 AM	365	0	37	47	449
11:00 AM	475	23	37	73	608
12:00 NOON	584	77	41	86	788
1:00 PM	657	85	35	86	863
2:00 PM	730	69	27	77	903
3:00 PM	730	69	16	52	867
4:00 PM	694	69	18	47	828
5:00 PM	657	92	25	52	826
6:00 PM	584	139	29	73	825
7:00 PM	548	146	29	69	792
8:00 PM	475	154	27	43	699
9:00 PM	365	139	12	26	542
10:00 PM	256	139	10	17	422
11:00 PM	110	139	6	9	264
12:00 MID	0	77	4	4	85
Maximum					903

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: March
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: April
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	63%	92%	92%	92%	
Adjusted Peak Parking	719	149	40	83	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	7	0	4	4	15
7:00 AM	36	0	10	8	54
8:00 AM	72	0	18	17	107
9:00 AM	216	0	28	25	269
10:00 AM	360	0	36	46	442
11:00 AM	467	22	36	71	596
12:00 NOON	575	75	40	83	773
1:00 PM	647	82	34	83	846
2:00 PM	719	67	26	75	887
3:00 PM	719	67	16	50	852
4:00 PM	683	67	18	46	814
5:00 PM	647	89	24	50	810
6:00 PM	575	134	28	71	808
7:00 PM	539	142	28	66	775
8:00 PM	467	149	26	42	684
9:00 PM	360	134	12	25	531
10:00 PM	252	134	10	17	413
11:00 PM	108	134	6	8	256
12:00 MID	0	75	4	4	83
Maximum					887

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: April
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: May
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	66%	96%	96%	96%	
Adjusted Peak Parking	753	156	41	86	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	8	0	4	4	16
7:00 AM	38	0	10	9	57
8:00 AM	75	0	18	17	110
9:00 AM	226	0	29	26	281
10:00 AM	377	0	37	47	461
11:00 AM	489	23	37	73	622
12:00 NOON	602	78	41	86	807
1:00 PM	678	86	35	86	885
2:00 PM	753	70	27	77	927
3:00 PM	753	70	16	52	891
4:00 PM	715	70	18	47	850
5:00 PM	678	94	25	52	849
6:00 PM	602	140	29	73	844
7:00 PM	565	148	29	69	811
8:00 PM	489	156	27	43	715
9:00 PM	377	140	12	26	555
10:00 PM	264	140	10	17	431
11:00 PM	113	140	6	9	268
12:00 MID	0	78	4	4	86
Maximum					927

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: May
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: June
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	67%	95%	95%	95%	
Adjusted Peak Parking	764	154	41	86	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	8	0	4	4	16
7:00 AM	38	0	10	9	57
8:00 AM	76	0	18	17	111
9:00 AM	229	0	29	26	284
10:00 AM	382	0	37	47	466
11:00 AM	497	23	37	73	630
12:00 NOON	611	77	41	86	815
1:00 PM	688	85	35	86	894
2:00 PM	764	69	27	77	937
3:00 PM	764	69	16	52	901
4:00 PM	726	69	18	47	860
5:00 PM	688	92	25	52	857
6:00 PM	611	139	29	73	852
7:00 PM	573	146	29	69	817
8:00 PM	497	154	27	43	721
9:00 PM	382	139	12	26	559
10:00 PM	267	139	10	17	433
11:00 PM	115	139	6	9	269
12:00 MID	0	77	4	4	85
Maximum					937

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: June
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: July
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	64%	98%	98%	98%	
Adjusted Peak Parking	730	159	42	88	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	7	0	4	4	15
7:00 AM	37	0	11	9	57
8:00 AM	73	0	19	18	110
9:00 AM	219	0	29	26	274
10:00 AM	365	0	38	48	451
11:00 AM	475	24	38	75	612
12:00 NOON	584	80	42	88	794
1:00 PM	657	87	36	88	868
2:00 PM	730	72	27	79	908
3:00 PM	730	72	17	53	872
4:00 PM	694	72	19	48	833
5:00 PM	657	95	25	53	830
6:00 PM	584	143	29	75	831
7:00 PM	548	151	29	70	798
8:00 PM	475	159	27	44	705
9:00 PM	365	143	13	26	547
10:00 PM	256	143	11	18	428
11:00 PM	110	143	6	9	268
12:00 MID	0	80	4	4	88
Maximum					908

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: July
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	95%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: August
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	69%	99%	99%	99%	
Adjusted Peak Parking	787	160	43	89	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	8	0	4	4	16
7:00 AM	39	0	11	9	59
8:00 AM	79	0	19	18	116
9:00 AM	236	0	30	27	293
10:00 AM	394	0	39	49	482
11:00 AM	512	24	39	76	651
12:00 NOON	630	80	43	89	842
1:00 PM	708	88	37	89	922
2:00 PM	787	72	28	80	967
3:00 PM	787	72	17	53	929
4:00 PM	748	72	19	49	888
5:00 PM	708	96	26	53	883
6:00 PM	630	144	30	76	880
7:00 PM	590	152	30	71	843
8:00 PM	512	160	28	45	745
9:00 PM	394	144	13	27	578
10:00 PM	275	144	11	18	448
11:00 PM	118	144	6	9	277
12:00 MID	0	80	4	4	88
Maximum					967

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: August
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	95%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: September
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	64%	91%	91%	91%	
Adjusted Peak Parking	730	147	39	82	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	7	0	4	4	15
7:00 AM	37	0	10	8	55
8:00 AM	73	0	18	16	107
9:00 AM	219	0	27	25	271
10:00 AM	365	0	35	45	445
11:00 AM	475	22	35	70	602
12:00 NOON	584	74	39	82	779
1:00 PM	657	81	33	82	853
2:00 PM	730	66	25	74	895
3:00 PM	730	66	16	49	861
4:00 PM	694	66	18	45	823
5:00 PM	657	88	23	49	817
6:00 PM	584	132	27	70	813
7:00 PM	548	140	27	66	781
8:00 PM	475	147	25	41	688
9:00 PM	365	132	12	25	534
10:00 PM	256	132	10	16	414
11:00 PM	110	132	6	8	256
12:00 MID	0	74	4	4	82
Maximum					895

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: September
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: October
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	66%	96%	96%	96%	
Adjusted Peak Parking	753	156	41	86	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	8	0	4	4	16
7:00 AM	38	0	10	9	57
8:00 AM	75	0	18	17	110
9:00 AM	226	0	29	26	281
10:00 AM	377	0	37	47	461
11:00 AM	489	23	37	73	622
12:00 NOON	602	78	41	86	807
1:00 PM	678	86	35	86	885
2:00 PM	753	70	27	77	927
3:00 PM	753	70	16	52	891
4:00 PM	715	70	18	47	850
5:00 PM	678	94	25	52	849
6:00 PM	602	140	29	73	844
7:00 PM	565	148	29	69	811
8:00 PM	489	156	27	43	715
9:00 PM	377	140	12	26	555
10:00 PM	264	140	10	17	431
11:00 PM	113	140	6	9	268
12:00 MID	0	78	4	4	86
Maximum					927

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: October
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	80%	100%	100%	100%	100%	
Adjusted Peak Parking	228	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	23	0	4	2	0	29
7:00 AM	34	6	6	3	1	50
8:00 AM	91	9	7	5	3	115
9:00 AM	171	17	7	6	4	205
10:00 AM	194	22	8	11	5	240
11:00 AM	217	22	8	15	5	267
12:00 NOON	228	22	8	15	5	278
1:00 PM	228	22	8	15	4	277
2:00 PM	228	22	8	14	3	275
3:00 PM	228	22	6	11	2	269
4:00 PM	228	22	6	9	1	266
5:00 PM	217	29	8	11	1	266
6:00 PM	194	29	8	14	0	245
7:00 PM	182	29	8	14	0	233
8:00 PM	171	29	8	9	0	217
9:00 PM	148	29	6	6	0	189
10:00 PM	103	29	5	5	0	142
11:00 PM	34	25	5	3	0	67
12:00 MID	0	15	3	3	0	21
Maximum						278

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: November
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	72%	93%	93%	93%	
Adjusted Peak Parking	822	151	40	84	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	30%	0%	70%	30%	
10:00 AM	50%	0%	90%	55%	
11:00 AM	65%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	90%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	8	0	4	4	16
7:00 AM	41	0	10	8	59
8:00 AM	82	0	18	17	117
9:00 AM	247	0	28	25	300
10:00 AM	411	0	36	46	493
11:00 AM	534	23	36	71	664
12:00 NOON	658	76	40	84	858
1:00 PM	740	83	34	84	941
2:00 PM	822	68	26	76	992
3:00 PM	822	68	16	50	956
4:00 PM	781	68	18	46	913
5:00 PM	740	91	24	50	905
6:00 PM	658	136	28	71	893
7:00 PM	617	143	28	67	855
8:00 PM	534	151	26	42	753
9:00 PM	411	136	12	25	584
10:00 PM	288	136	10	17	451
11:00 PM	123	136	6	8	273
12:00 MID	0	76	4	4	84
Maximum					992

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: November
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	90%	100%	100%	100%	100%	
Adjusted Peak Parking	257	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	26	0	4	2	0	32
7:00 AM	39	6	6	3	1	55
8:00 AM	103	9	7	5	3	127
9:00 AM	193	17	7	6	4	227
10:00 AM	218	22	8	11	5	264
11:00 AM	244	22	8	15	5	294
12:00 NOON	257	22	8	15	5	307
1:00 PM	257	22	8	15	4	306
2:00 PM	257	22	8	14	3	304
3:00 PM	257	22	6	11	2	298
4:00 PM	257	22	6	9	1	295
5:00 PM	244	29	8	11	1	293
6:00 PM	218	29	8	14	0	269
7:00 PM	206	29	8	14	0	257
8:00 PM	193	29	8	9	0	239
9:00 PM	167	29	6	6	0	208
10:00 PM	116	29	5	5	0	155
11:00 PM	39	25	5	3	0	72
12:00 MID	0	15	3	3	0	21
Maximum						307

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: December
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	100%	100%	100%	100%	
Adjusted Peak Parking	1,141	162	43	90	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	35%	0%	70%	30%	
10:00 AM	60%	0%	90%	55%	
11:00 AM	70%	15%	90%	85%	
12:00 NOON	85%	50%	100%	100%	
1:00 PM	95%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	90%	60%	60%	60%	
6:00 PM	80%	90%	70%	85%	
7:00 PM	75%	95%	70%	80%	
8:00 PM	65%	100%	65%	50%	
9:00 PM	50%	90%	30%	30%	
10:00 PM	35%	90%	25%	20%	
11:00 PM	15%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	11	0	4	5	20
7:00 AM	57	0	11	9	77
8:00 AM	114	0	19	18	151
9:00 AM	399	0	30	27	456
10:00 AM	685	0	39	50	774
11:00 AM	799	24	39	77	939
12:00 NOON	970	81	43	90	1,184
1:00 PM	1,084	89	37	90	1,300
2:00 PM	1,141	73	28	81	1,323
3:00 PM	1,141	73	17	54	1,285
4:00 PM	1,084	73	19	50	1,226
5:00 PM	1,027	97	26	54	1,204
6:00 PM	913	146	30	77	1,166
7:00 PM	856	154	30	72	1,112
8:00 PM	742	162	28	45	977
9:00 PM	571	146	13	27	757
10:00 PM	399	146	11	18	574
11:00 PM	171	146	6	9	332
12:00 MID	0	81	4	5	90
Maximum					1,323

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: December
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	100%	100%	100%	100%	100%	
Adjusted Peak Parking	285	29	8	15	5	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	29	0	4	2	0	35
7:00 AM	43	6	6	3	1	59
8:00 AM	114	9	7	5	3	138
9:00 AM	214	17	7	6	4	248
10:00 AM	242	22	8	11	5	288
11:00 AM	271	22	8	15	5	321
12:00 NOON	285	22	8	15	5	335
1:00 PM	285	22	8	15	4	334
2:00 PM	285	22	8	14	3	332
3:00 PM	285	22	6	11	2	326
4:00 PM	285	22	6	9	1	323
5:00 PM	271	29	8	11	1	320
6:00 PM	242	29	8	14	0	293
7:00 PM	228	29	8	14	0	279
8:00 PM	214	29	8	9	0	260
9:00 PM	185	29	6	6	0	226
10:00 PM	128	29	5	5	0	167
11:00 PM	43	25	5	3	0	76
12:00 MID	0	15	3	3	0	21
Maximum						335

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: Late December
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Customer/Visitor/Guest					
Parking Distribution					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
Peak Parking	1,141	162	43	90	1,436
Monthly Adjustment Factor	80%	95%	95%	95%	
Adjusted Peak Parking	913	154	41	86	
6:00 AM	1%	0%	10%	5%	
7:00 AM	5%	0%	25%	10%	
8:00 AM	10%	0%	45%	20%	
9:00 AM	20%	0%	70%	30%	
10:00 AM	40%	0%	90%	55%	
11:00 AM	60%	15%	90%	85%	
12:00 NOON	80%	50%	100%	100%	
1:00 PM	95%	55%	85%	100%	
2:00 PM	100%	45%	65%	90%	
3:00 PM	100%	45%	40%	60%	
4:00 PM	95%	45%	45%	55%	
5:00 PM	85%	60%	60%	60%	
6:00 PM	70%	90%	70%	85%	
7:00 PM	60%	95%	70%	80%	
8:00 PM	50%	100%	65%	50%	
9:00 PM	30%	90%	30%	30%	
10:00 PM	20%	90%	25%	20%	
11:00 PM	10%	90%	15%	10%	
12:00 MID	0%	50%	10%	5%	
Parking Demand: Number of Spaces					
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Total
6:00 AM	9	0	4	4	17
7:00 AM	46	0	10	9	65
8:00 AM	91	0	18	17	126
9:00 AM	183	0	29	26	238
10:00 AM	365	0	37	47	449
11:00 AM	548	23	37	73	681
12:00 NOON	730	77	41	86	934
1:00 PM	867	85	35	86	1,073
2:00 PM	913	69	27	77	1,086
3:00 PM	913	69	16	52	1,050
4:00 PM	867	69	18	47	1,001
5:00 PM	776	92	25	52	945
6:00 PM	639	139	29	73	880
7:00 PM	548	146	29	69	792
8:00 PM	457	154	27	43	681
9:00 PM	274	139	12	26	451
10:00 PM	183	139	10	17	349
11:00 PM	91	139	6	9	245
12:00 MID	0	77	4	4	85
Maximum					1,086

Project Name: 17919 Gale Avenue Project
 Job Number: 6141
 Month of the Year: Late December
 Day of the Week: Weekend
 Parking Rates Used: City of Industry/Urban Land Institute

Employee/Resident						
Parking Distribution						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
Peak Parking	285	29	8	15	5	342
Monthly Adjustment Factor	90%	100%	100%	100%	80%	
Adjusted Peak Parking	257	29	8	15	4	
6:00 AM	10%	0%	50%	15%	0%	
7:00 AM	15%	20%	75%	20%	20%	
8:00 AM	40%	30%	90%	30%	60%	
9:00 AM	75%	60%	90%	40%	80%	
10:00 AM	85%	75%	100%	75%	90%	
11:00 AM	95%	75%	100%	100%	100%	
12:00 NOON	100%	75%	100%	100%	90%	
1:00 PM	100%	75%	100%	100%	80%	
2:00 PM	100%	75%	100%	95%	60%	
3:00 PM	100%	75%	75%	70%	40%	
4:00 PM	100%	75%	75%	60%	20%	
5:00 PM	95%	100%	95%	70%	10%	
6:00 PM	85%	100%	95%	90%	5%	
7:00 PM	80%	100%	95%	90%	0%	
8:00 PM	75%	100%	95%	60%	0%	
9:00 PM	65%	100%	80%	40%	0%	
10:00 PM	45%	100%	65%	30%	0%	
11:00 PM	15%	85%	65%	20%	0%	
12:00 MID	0%	50%	35%	20%	0%	
Parking Demand: Number of Spaces						
Time of the Day	Commercial Retail	Fine/Casual Dining	Family Restaurant	Fast-Food Restaurant	Office	Total
6:00 AM	26	0	4	2	0	32
7:00 AM	39	6	6	3	1	55
8:00 AM	103	9	7	5	2	126
9:00 AM	193	17	7	6	3	226
10:00 AM	218	22	8	11	4	263
11:00 AM	244	22	8	15	4	293
12:00 NOON	257	22	8	15	4	306
1:00 PM	257	22	8	15	3	305
2:00 PM	257	22	8	14	2	303
3:00 PM	257	22	6	11	2	298
4:00 PM	257	22	6	9	1	295
5:00 PM	244	29	8	11	0	292
6:00 PM	218	29	8	14	0	269
7:00 PM	206	29	8	14	0	257
8:00 PM	193	29	8	9	0	239
9:00 PM	167	29	6	6	0	208
10:00 PM	116	29	5	5	0	155
11:00 PM	39	25	5	3	0	72
12:00 MID	0	15	3	3	0	21
Maximum						306



KUNZMAN ASSOCIATES, INC.

OVER 35 YEARS OF EXCELLENT SERVICE

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(714) 973-8383

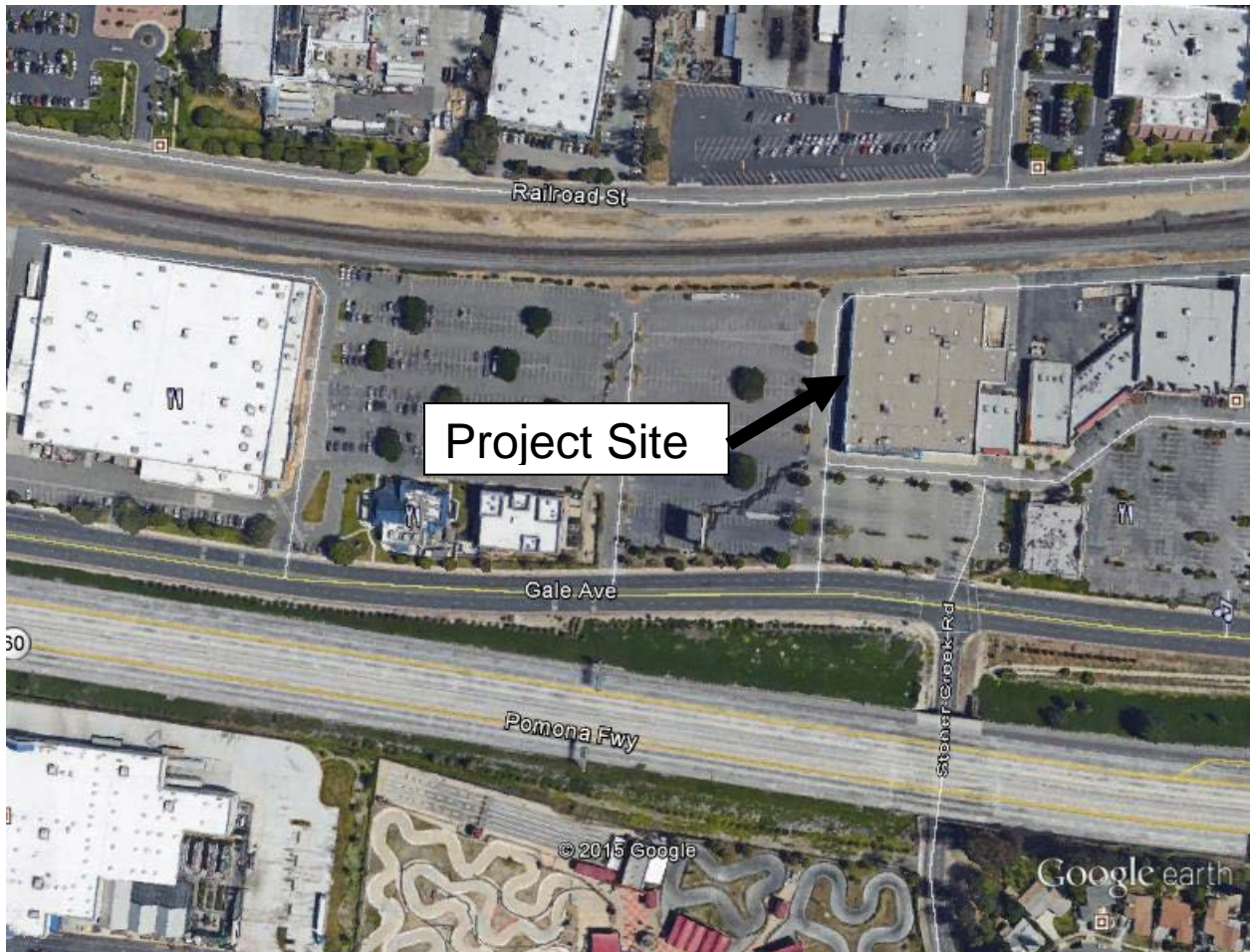
www.traffic-engineer.com

Attachment 6 Location Map

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DP 15-2

Location Map



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Attachment 7

Notice of Exemption

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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: DP 15-2

Project Location - Specific: 17961 Gale Avenue

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: DP 15-2 is an application for an 9,900 square foot addition and remodel of a retail building at 17961 Gale Avenue.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: JWL Associates Inc. foe Arrow Realty Inc.

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:* 15301 and 15303
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) and staff will file a notice of exemption upon approval per Section 15301 (e)(2) and Section 15301 (d), which exempts rehabilitations of deteriorated structures and additions of less than 10,000 square feet to existing structures if there is adequate public services, infrastructure and the site is not environmentally sensitive. The proposed modification would add 9,900 square feet to the existing building within an existing shopping center.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Senior Planner

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Attachment 8
Resolution No. CC 2015-36

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RESOLUTION NO. CC 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 15-2 FOR THE ADDITION TO AND REMODEL OF A RETAIL BUILDING LOCATED AT 17961 GALE AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on September 24, 2015, JWL Associates Inc. on behalf of Arrow Realty Inc. ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 15-2 described herein ("Application"); and

WHEREAS, the Application applies to an 3.67 acre property at 17961 Gale Avenue, City of Industry, California, Assessor's Parcel Number 8264-013-009 ("Property"); and

WHEREAS, the Applicant desires to remodel an existing 45,034 square foot retail building, and construct a 9,900 square foot addition to the building, 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

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The Project is consistent with the General Plan as it would allow the construction and remodel of a commercial building, similar to other properties in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the Project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15301 (e)(2) and Section 15301 (d), which exempts additions of 10,000 square feet or less to existing structures when all public services and facilities are available to allow maximum development under the general plan, and the site is not environmentally sensitive and allows for rehabilitation of deteriorated structures. The proposed modification and rehabilitation would add 9,900 square feet to the existing building within an existing shopping center. The existing building and lot is paved, has all necessary utilities and public services, is located in a developed shopping center and is not environmentally sensitive; and

WHEREAS, on October 22, 2015, 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 independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for Development Plan No. 15-2, the City Council hereby finds and determines that the Project will not result in or have a significant impact on the environment, because the proposed addition of less than 10,000 square feet in areas where all public services and utilities are available and are not environmentally sensitive are exempt. The proposal is for a remodel and 9,900 square foot addition to an existing retail building within an existing shopping center that is paved, has all utilities and is located in an industrially developed area that is not environmentally sensitive. Therefore, the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15301 (e)(2) and Section (d). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

SECTION 4: Based upon substantial evidence presented to the City Council during the October 22, 2015 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 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 because the addition is a negligible expansion of an existing use that will not increase traffic congestion, existing driveways access from Gale Avenue will not be altered and will continue to serve the project. The building design incorporates a modern open floor plan that promotes better public health and safety; 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, 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 improvement of commercial buildings.

E. Based on the foregoing, the City Council approves Development Plan No. 15-2, subject to the Conditions of Approval, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 5: 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 6: 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 regular meeting held on October 22, 2015 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 15-2
Applicant: JWL Associates Inc. for Arrow Reality Inc.
Location: 17961 Gale Avenue

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. Prior to initial occupancy by the first tenant, the Applicant shall obtain a Use Permit for the overall management of the building. The Use Permit shall identify the property manager responsible for property maintenance, security, and the responsible party to ensure that each tenant obtains and complies with a Use Permit per Industry Municipal Code Section 17.44.
2. Prior to building final, the parking lot shall be resurfaced and restriped per the approved site plan.
3. The Applicant shall submit landscaping and irrigation plans for Planning approval prior to submitting building plans to LA County Building and Safety plans.
4. High definition 24-hour time lapse security cameras shall be installed and properly maintained on the interior of the business at locations recommended by the Sheriff's Department capable of color recording and storing a minimum of 30 days of continuous video. 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, quantity of all security cameras and type of security system shall be subject to approval by the Sheriff's Department prior to building final.
5. A Conditional Use Permit is required for alcohol, full-service restaurants, fast-food restaurants with more than 50 seats, and live entertainment per Industry Municipal Code Section 17.12.030.

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. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
3. All exterior surfaces of buildings and appurtenant structures shall utilize the material and be painted in accordance with the approved development plan.
4. The Applicant shall provide off-street parking as shown on the approved development plan.
5. 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.
6. 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.
7. 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).
8. 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.
9. 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).
10. No outdoor storage of any personal property, building materials, or other property not

permanently affixed to the Property is allowed.

11. 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).
12. 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. 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 Director 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 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.

CITY COUNCIL

ITEM NO. 7.2



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: City Council

October 15, 2015

From: Paul J. Philips, City Manager

Staff: Troy Helling, Senior Planner

Subject: Development Plan 15-19 – Union Pacific Railroad Service Building

Proposal

Development Plan Application 15-19 is being proposed by Transystems on behalf of Union Pacific Railroad, for a new maintenance building at an existing intermodal rail facility at 17225 Arenth Avenue. The new building will operate 24 hours a day and seven days a week with three shifts with between 20 and 30 employees per shift.

Sections 17.36.020 and 17.36.100 of the Municipal Code require approval of a Development Plan by the City Council for new construction and expansions that exceed \$75,000. The proposed project has a valuation of approximately \$2,333,000.

As shown on the site plan and floor plan (Attachments 1 and 2), the new maintenance building would be 6,760 square feet with a 1,560 square foot canopy. The project site would continue to be accessed by driveways on Arenth and Stimson Avenues. The area is currently being used for container storage.

As shown on the elevations (Attachment 3), the new maintenance building would be clad with stucco coated metal siding, and include a metal roof, windows and doors. The maximum height of the new building would be 23'-4".

Location and Surroundings

As shown on the location map (Attachment 4), the building site is located on the southwest portion of the yard to the south of the railroad tracks. The address is 17225 Arenth Avenue. The subject property is bounded by industrial properties to the east, south and west. The property is bounded to the north by Old Valley Boulevard with Industrial properties in the City of La Puente. Residential properties in the City of La Puente are farther to the north beyond Valley Boulevard approximately 1,200 feet away from the proposed building.

Staff Analysis

The proposed development project is consistent with the Zoning ("M" – Industrial) and General Plan (Employment) designations of the site and complies with the development and design standards in Section 17.36, *Design Review*, of the Industry Municipal Code. Specifically, the project:

- Meets access requirements. Section 17.36.060.K and N of the Municipal Code

requires a minimum driveway and drive-aisle width of 26 feet. Two driveways of 26 feet in width exist and will remain to provide access from Arenth and Stimson Avenues. Internal drive-aisle widths providing access to the new maintenance building will be maintained at a minimum of 26 feet.

- Exceeds vehicular parking requirements. Section 17.36.060.K of the Municipal Code requires that buildings under 25,000 square feet provide 1 space per 500 square feet of floor area. Based on this formula, the project is required to provide 14 parking spaces and 43 parking spaces are proposed.

Environmental Analysis

The proposed project is exempt from the California Environmental Quality Act (CEQA) and staff will file a notice of exemption (Attachment 5) upon approval per Section 15303 (c), which exempts accessory structures and Section 15301 (e)(2), which exempts additions of less than 10,000 square feet to existing structures if there is adequate public services, infrastructure and the site is not environmentally sensitive. The proposed addition of the maintenance building is considered an accessory structure to the existing intermodal rail facility, would be 6,750 square feet and would be located in a developed area with all utilities and in an area that is not environmentally sensitive.

Findings

Staff recommends that the City Council find that:

- The proposed addition of a maintenance building to the existing intermodal rail facility is consistent with the General Plan designation of Employment and conforms with the zoning designation of Manufacturing for the subject property in the City of Industry because the land use designations permit industrial uses as well as industrial development under certain standards, with which the proposed development complies;
- The proposed industrial development is compatible with the surrounding area, which consists of industrial uses because it would accommodate similar uses and would be developed in a similar character and under similar standards as those surrounding uses;
- There is adequate traffic capacity and street access from the two existing driveways on Arenth and Stimson Avenues, which serves the project site.
- As noted in the staff report, the proposed development is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended.
- The use requested will not be a menace to or endanger the public health, safety or general welfare to the City due to the forgoing findings and that the project has been designed to comply with requirements of the Municipal Code.

Recommendation

Because the proposed project complies with the development standards of the Municipal Code, improves the project site, and satisfies the above-mentioned findings, Staff recommends that the City Council adopt Resolution No. CC 2015-37 (Attachment 6) approving Development Plan No. 15-19 with the Standard Requirements and Conditions of Approval contained in the Resolution.

Attachments

- Attachment 1: Site Plan
- Attachment 2: Floor Plan
- Attachment 3: Elevations
- Attachment 4: Location Map
- Attachment 5: Notice of Exemption
- Attachment 6: Resolution CC 2015-37 including Standard Requirements and Conditions of Approval

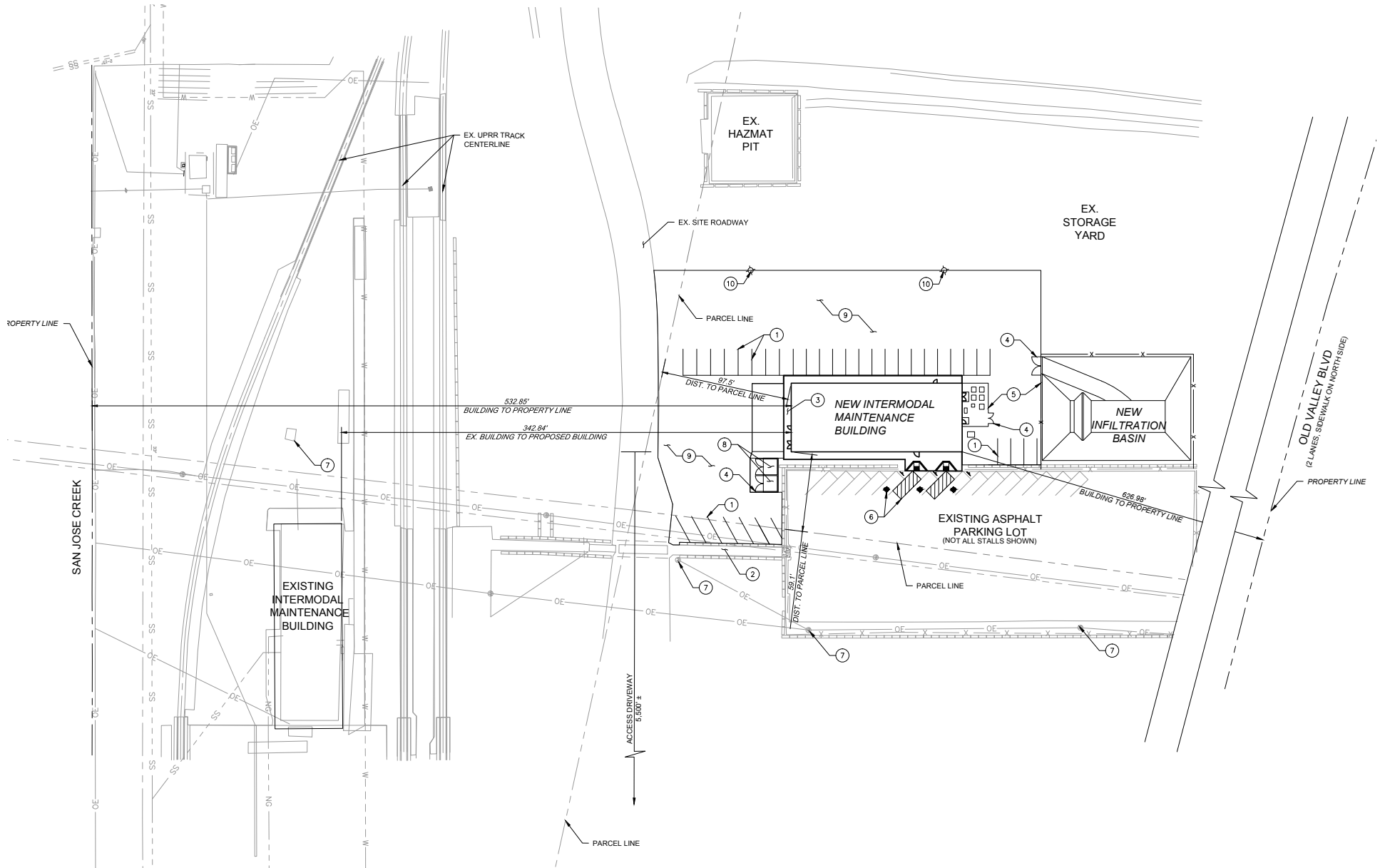
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Attachment 1

Site Plan

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DP 15-19 Site Plan



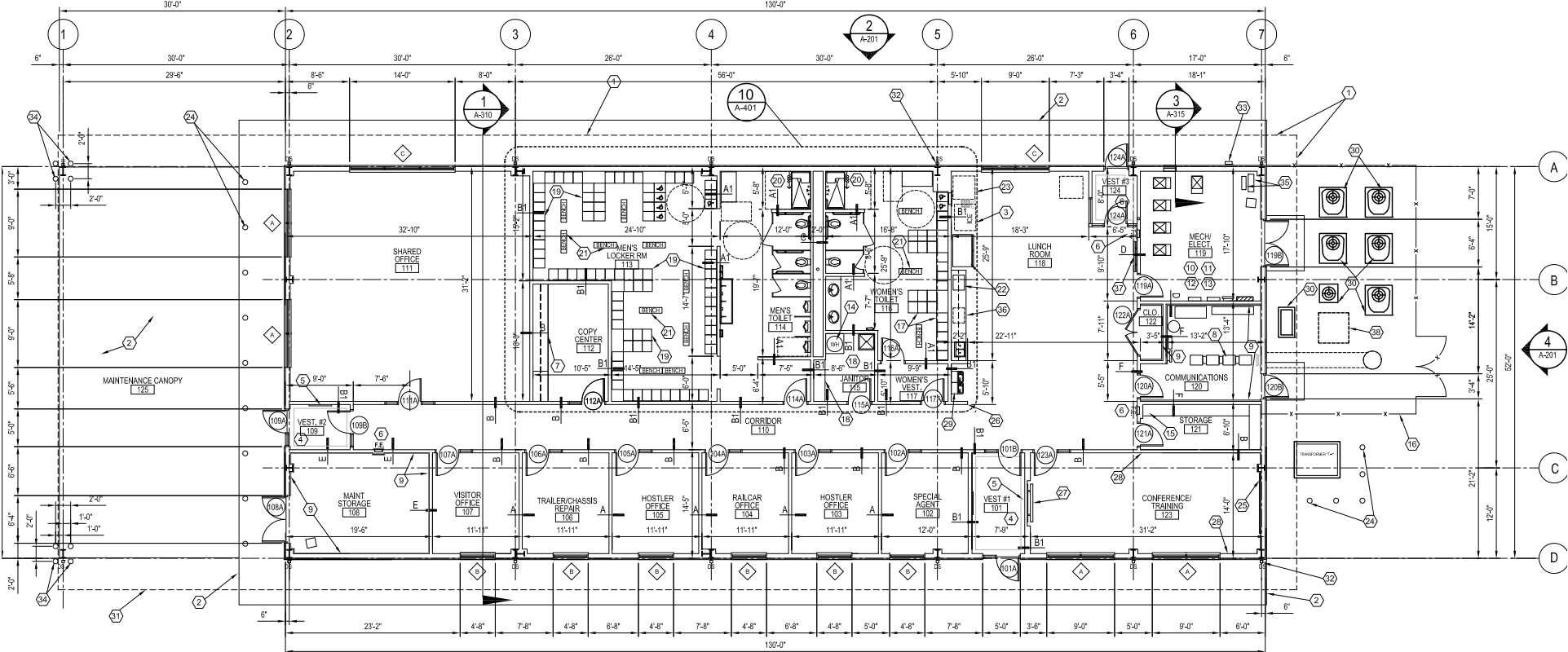
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Attachment 2

Floor Plan

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DP 15-19 Floor Plan



FLOOR PLAN
SCALE: 1/8" = 1'-0"

6,760 S.F.



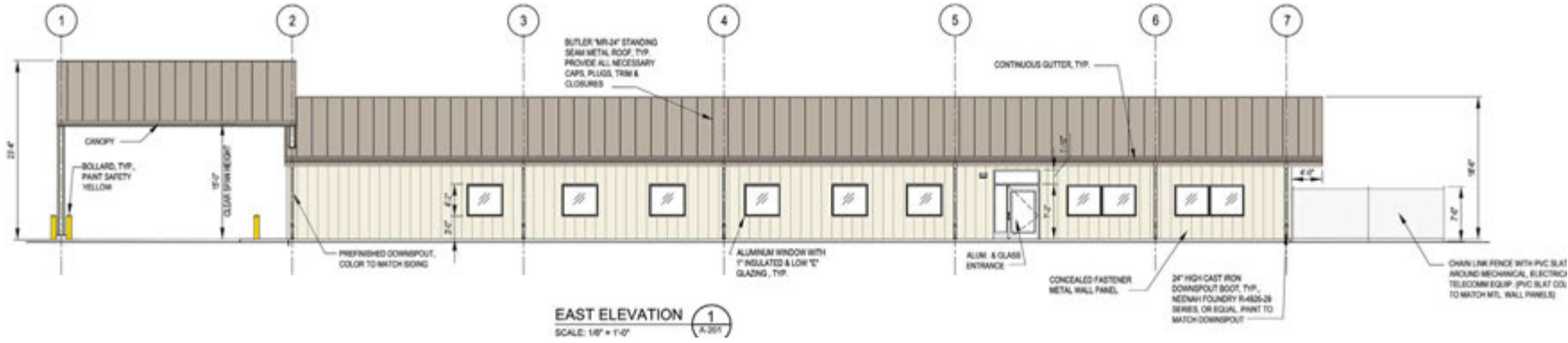
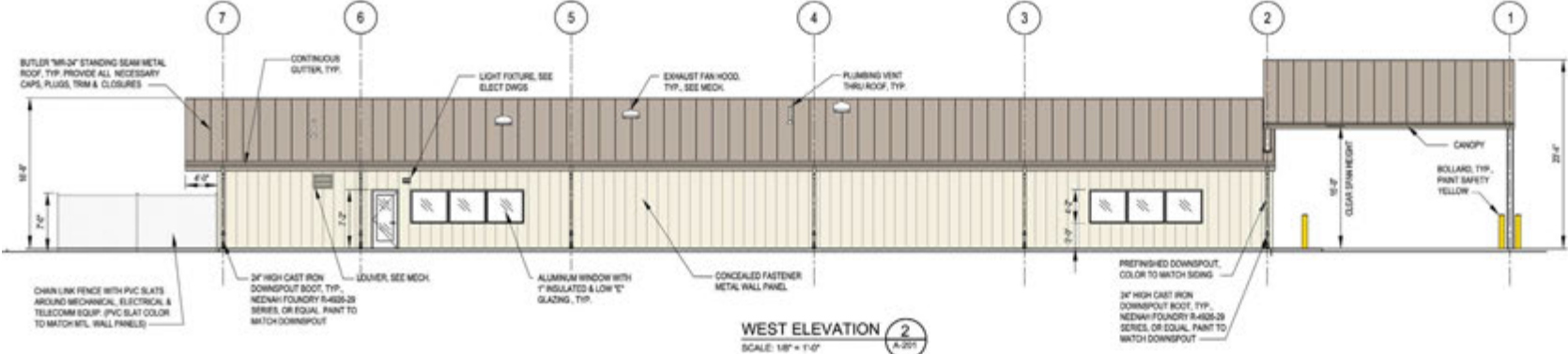
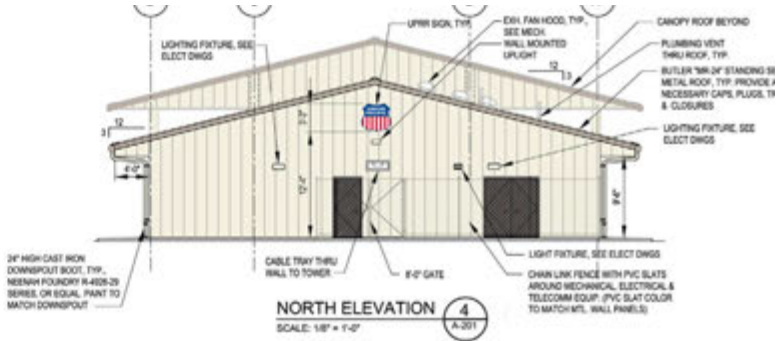
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Attachment 3

Elevations

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DP 15-19 Elevations



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Attachment 4

Notice of Exemption

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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: DP 15-19

Project Location - Specific: 17225 Arenth Avenue

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: DP 15-19 is an application for a new 6,750 square foot maintenance building at an existing intermodal rail facility at 17225 Arenth Avenue.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Transystems on behalf of Union Pacific Railroad.

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:* 15301 and 15303
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15303 (c), which exempts accessory structures and Section 15301 (e)(2), which exempts additions of less than 10,000 square feet to existing structures if there is adequate public services, infrastructure and the site is not environmentally sensitive. The proposed addition of the maintenance building is considered an accessory structure to the existing intermodal rail facility and would be 6,750 square feet.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Senior Planner

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Attachment 5
Resolution No. CC 2015-37

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RESOLUTION NO. CC 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 15-19 FOR THE CONSTRUCTION OF A 6,750 SQUARE FOOT MAINTENANCE BUILDING LOCATED AT 17225 ARENTH AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on September 11, 2015, Transystems on behalf of Union Pacific Railroad ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 15-19 described herein ("Application"); and

WHEREAS, the Application applies to a 14.36 acre property at 17225 Arenth Avenue, City of Industry, California, Assessor's Parcel Number 8242-013-836 ("Property"); and

WHEREAS, the Applicant desires to construct a maintenance building (6,760 square feet) within the "M"-Manufacturing Zone (the "Project"), at the site of an existing intermodal rail facility, 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 Employment. The Project is consistent with the General Plan as the construction of a maintenance building is similar to other industrial 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 the Property is designated as Employment, which allows the development of buildings for industrial uses; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15303 (c), which exempts accessory structures and Section 15301 (e)(2), which exempts additions of less than 10,000 square feet or less to existing structures when all public services and facilities are available to allow maximum development under the general plan and the site is not environmentally sensitive. The proposed maintenance building is considered an accessory structure to the existing intermodal rail facility and would be a 6,750 square foot addition to the existing facility in an area that is paved, has all necessary utilities and public services, is located in a developed pail yard and is not environmentally sensitive; and

WHEREAS, on October 22, 2015, 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 independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for Development Plan No. 15-19, the City Council hereby finds and determines that the Project will not result in or have a significant impact on the environment, because the proposed addition of the maintenance building is considered an accessory structure to the existing intermodal rail facility and the addition of less than 10,000 square feet in area where all public services and utilities are available and are not environmentally sensitive are exempt. The proposal is for a 6,750 square foot accessory building in a developed rail yard in a paved area that has all utilities and is located in an industrially developed area that is not environmentally sensitive. Therefore, the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15303 (e), and Section 15301 (e)(2). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law

SECTION 4: Based upon substantial evidence presented to the City Council during the October 22, 2015 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 Employment in the General Plan and zoned Manufacturing, 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 because the addition would not significantly impact road capacity

and that it is a negligible expansion of an existing use that will not increase traffic congestion, and existing driveway access from Arenth and Stimson Avenues will not be altered and will continue to 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 Employment, which allows for the improvement of industrial buildings.

E. Based on the foregoing, the City Council approves Development Plan No. 15-19, subject to the Conditions of Approval, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 5: 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 6: 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 regular meeting held on October 22, 2015 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 15-19
Applicant: Transystems for the Union Pacific Railroad
Location: 17225 Arenth Avenue

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. The UPRR Industrial Storm Water Pollution Prevention Plan (SWPPP) for the site (WDID#419I004578) shall be updated to reflect the new building and maintenance area and shall be submitted to the City of Industry before the issuance of a grading permit. As part of the SWPPP, the Applicant shall clean all on site storm drains to the satisfaction of the City Engineer.

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. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
3. All exterior surfaces of buildings and appurtenant structures shall utilize the material and be painted in accordance with the approved development plan.
4. The Applicant shall provide off-street parking as shown on the approved development

plan.

5. 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.
6. 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.
7. 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).
8. 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.
9. 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 the Property and included in any sale or lease agreement or deed of the Property.
10. 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.
11. 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).

12. 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).
13. 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. 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 Director 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 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.

CITY COUNCIL

ITEM NO. 7.3



MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: October 22, 2015
SUBJECT: Proposed Interlocal Loan Agreement between the Cities of Industry and La Puente entitled the Valley Wall Boulevard Project

Attached please find an October 14, 2015 communication, together with a staff report and proposed Loan Agreement from the City of La Puente - David Carmany, City Manager.

Basically, the City of La Puente is proposing a 30-year Loan Agreement to fund the following two projects:

1. The "Valley Boulevard Parkway & Median Island Improvement Project from Central Avenue to Ferrero Lane" costing \$2,155,675, and;
2. "Valley Boulevard Phase III, Parkway & Median Island Improvement Project from Ferrero Lane to Dora Guzman Avenue" costing \$3,797,233.

The cost of the two projects together equals a total loan amount of \$5,952,908. The Loan Agreement is for a term of 30 years, with payments starting in 2017, at an interest rate equal to the current State of California Local Agency Investment Fund (LAIF) rate. The current LAIF interest rate is 0.33%.

IT IS RECOMMENDED that the City Council review the documents submitted by the City of La Puente, consider both projects, and direct staff accordingly. This agenda item was approved by the City of La Puente City Council at their regularly scheduled City Council meeting on October 13, 2015.

PJP:dms

Attachments



City of La Puente

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

October 14, 2015

Paul Phillips
City Manager
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

Dear Mr. Phillips:

At its Council Meeting on October 13, 2015, the La Puente City Council approved the interlocal loan agreement between the cities of La Puente and Industry for the mitigation of noise, traffic and railroad impacts and for other public purposes for the Valley Wall Boulevard project.

Enclosed please find a copy of the Staff Report and Loan Agreement which has been signed by Mayor Holloway. The staff report includes a concept plan and additionally I have included an engineer's estimate of costs.

We look forward to working with the City of Industry on this exciting endeavor. If I can provide any additional information or be of assistance please do not hesitate to contact me directly at (626) 855-1501.

Sincerely,

David Carmany
City Manager



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: October 13, 2015
From: David Carmany, City Manager Date: October 6, 2015
By: John Di Mario, Development Services Director
William C. Pagett, City Engineer

SUBJECT: CONSIDERATION OF A LOAN AGREEMENT IN THE AMOUNT OF \$5,952,908 BETWEEN THE CITY OF LA PUENTE AND THE CITY OF INDUSTRY FOR MITIGATION OF NOISE, TRAFFIC, AND RAILROAD IMPACTS ALONG VALLEY BOULEVARD

BACKGROUND

In May 2013, the City Council accepted the Valley Boulevard Wall Phase II project as complete. The second phase of the Valley Wall project was from 600 feet west of Ferrero Lane to the first property fronting Central Avenue. Phase 1 was from Ferrero Lane to 600 feet west, with the final portion yet to be completed starting from Ferrero Lane going east to Dora Guzman Avenue. The Valley Wall improvement project has been a multi-year project to mitigate the impacts of noise generated from vehicle and truck traffic on Valley Boulevard and railroad operations in the City of Industry.

As part of the Fiscal Year 2013-14 Capital Improvement Budget, the City Council appropriated \$150,000 of Prop C funds to complete the design portion of the third phase of the wall project while funding sources and options were being sought to pay for the construction. The design for Phase III of the Valley Wall has been completed. The design completed to date includes construction of the new wall (and related drainage improvements) and the installation of an at-grade decomposed granite walkway between the base of the wall and the curb.

DISCUSSION

Provided as Attachment A is a Loan Agreement between La Puente and the City of Industry to provide a funding mechanism for the City to complete the construction of the remaining balance of the wall (from Ferrero Lane to Dora Guzman) and other related improvements along Valley Boulevard. The loan provides for the City to borrow \$5,952,908 with a repayment term of thirty (30) years calculated at simple interest based on the current Local Agency Investment Fund ("LAIF") interest rate.

In 2009 and 2010, the City Council was presented with a concept plan for future improvements along Valley Boulevard (Attachment B). The plan contemplates the following improvements to the north side of Valley Boulevard:

- Sound wall
- Sidewalks
- Landscaping with a split-rail wood grain concrete fence

The concept plan also includes landscaping and decorative paving to the Valley Boulevard center median, City entrance monument signs, and landscaping improvements to the City entrance point at Valley and Central Avenue.

The attached Loan Agreement provides funding to complete the improvements to the north side of Valley Boulevard (sound wall, sidewalks, landscaping and fencing) as well as landscaping and related improvements to the center median and at Central Avenue.

The concept plan also includes improvements to the south side of Valley Boulevard and the vacant parcel of land partially owned by the City at Old Valley Boulevard and Valley Boulevard. Staff is not recommending that the City Council consider these improvements as they are not contemplated under the Loan Agreement.

FISCAL IMPACT

The Loan Agreement provides for the City to borrow \$5,952,908 for a term of 30 years at a simple interest rate of .33%. Payments would begin on November 1, 2017 in the amount of \$208,741.57 as reflected in the repayment schedule of the Agreement. The City would utilize Measure R funds to service this debt. The City currently receives approximately \$428,000 of Measure R funds annually. Remaining Measure R funds would continue to be used to fund future street improvement projects as funding would allow.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Loan Agreement between the City of La Puente and the City of Industry for mitigation of noise, traffic, and railroad impacts along Valley Boulevard; and (2) authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS

- Attachment "A": Loan Agreement
- Attachment "B": Concept Plan

**LOAN AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE CITY OF
INDUSTRY FOR THE MITIGATION OF NOISE, TRAFFIC AND RAILROAD
IMPACTS AND FOR OTHER PUBLIC PURPOSES**

This Loan Agreement for the Mitigation of Noise, Traffic and Railroad Impacts and for Other Public Purposes (this "Loan" or "Agreement"), dated as of October __, 2015 ("Effective Date"), is entered into by and between the City of La Puente, a municipal corporation and general law city ("La Puente"), and the City of Industry, a municipal corporation and charter city ("Industry"). La Puente and Industry are individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, La Puente and Industry, two cities with a contiguous border, share one of Los Angeles County's busiest and most traveled streets, Valley Boulevard, a critically important and major thoroughfare for commuter cars and trucking operations; and

B. WHEREAS, on the south side of Valley Boulevard in the City of Industry, is a multi-track railroad that, on a daily basis, serves hundreds of train cars traveling east and west delivering goods and products throughout the United States; and

C. WHEREAS, on the north side of Valley Boulevard, in the City of La Puente, are hundreds of single-family and multi-family homes, housing thousands of persons all of which on a daily basis deal with the noise impact of the railroad operations and the use of Valley Boulevard by thousands of commuters and heavy duty trucking operations; and

D. WHEREAS, noise barriers reduce the sound which enters a community from a busy street by either absorbing the sound, transmitting it, reflecting it back across the street, or forcing it to take a longer path over and around the barrier. A noise barrier can achieve a five decibel noise level reduction, when it is tall enough to break the line-of-sight from the highway to the home or receiver; and

E. WHEREAS, in 2013, La Puente completed constructed a sound wall along a portion of the north side of Valley Boulevard to assist in the mitigation of the noise impact of Valley Boulevard and the operations of the railroad on La Puente's residents; and

F. WHEREAS, given the continuous noise impact of the railroad and the heavy traffic along Valley Boulevard, it is necessary to complete the sound wall along the northerly portion of Valley Boulevard; and

G. WHEREAS, the estimated cost to complete the Valley Boulevard sound wall and related improvements is Five Million Nine Hundred Thousand and 00/100 Dollars (\$5,900,000.00) and La Puente does not have sufficient funding complete the construction; and

H. WHEREAS, Industry, in an effort to assist La Puente in mitigating the impact of Valley Boulevard and the railroad by completing the construction of the remaining balance of the

north side sound wall and for other financially viable improvements to Valley Boulevard, desires to loan La Puente Five Million Nine Hundred Fifty-Two Thousand Nine Hundred Eight and 00/100 Dollars (\$5,952,908.00), subject to the terms and conditions set forth herein; and

I. WHEREAS, the loan serves a public purpose in that it will allow La Puente to construct the balance of the Valley Boulevard sound wall, thereby reducing the noise impacts from the industrial activities of the railroad and trucking along Valley Boulevard, moreover, the loan by Industry allows Industry to serve as a good neighbor, and provide assistance in the mitigation of the noise impacts that are likely caused by the industrial nature of the businesses located in Industry.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE 1. LOAN PROVISIONS

1.1 The Loan

(a) Loan Terms.

(1) Loan Amount. Upon execution of this Agreement, Industry agrees to lend to La Puente, and La Puente agrees to borrow from and repay to Industry, the Loan in the amount of Five Million Nine Hundred Fifty-Two Thousand Nine Hundred Eight and 00/100 Dollars (\$5,952,908.00) for La Puente's use in constructing a sound wall along the north side of Valley Boulevard to assist in mitigating the noise and traffic impacts caused by the use of Valley Boulevard and the railroad tracks on the south side of Valley Boulevard along with other public improvements.

(2) Loan Interest. Interest on the outstanding principal balance of the Loan shall accrue at simple interest at the current Local Agency Investment Fund ("LAIF") interest rate on the Effective Date of this Agreement.

(b) Repayment. On or before November 1, 2017, and continuing annually on each November 1st, through November 1, 2045, La Puente shall make annual payments of principal, together with interest accrued thereon, in the amount of Two Hundred Eight Thousand Seven Hundred Forty-One and 57/100 Dollars (\$208,741.57), to Industry and on November 1, 2046, La Puente shall make a final payment of principal and accrued interest of Two Hundred Eight Thousand Fifty-Four and 99/100 Dollars (\$208,054.99) to Industry pursuant to the repayment schedule attached to this Agreement as Exhibit A and incorporated herein by this reference.

(c) Limitation on Repayment. The payment obligation of La Puente pursuant to this Agreement is solely from legally available local, state and/or federal funds, if any. The Parties acknowledge and agree that if La Puente does not have general fund revenue sufficient to enable it to pay its obligations hereunder, La Puente shall be obligated to make such payments

only to the extent general fund revenues is available, and shall carry forward such obligations until such time that sufficient general funds are available for such purpose.

This Agreement is subordinate to any obligation of La Puente to pay debt service on any city issued bonds heretofore or hereafter issued and secured by a pledge of and a lien upon La Puente's general funds.

(d) Prepayment. Any portion of the outstanding principal balance due under this Loan Agreement may be prepaid at any time, and from time to time, without penalty or premium. Prepayments will be applied first to any accrued but unpaid interest, if any, and then to principal.

ARTICLE 2. LA PUENTE REPRESENTATIONS AND WARRANTIES

2.1 Duly Organized. La Puente warrants that it is duly organized under applicable laws of the State of California and is in compliance in all material respects with all laws and regulations necessary to borrow money.

2.2 Authority. La Puente warrants that it has authority, and has completed all proceedings and obtained all approvals necessary to execute, deliver, and perform its obligations under this Agreement, and the transaction contemplated thereby.

2.3 No Contravening Agreements. La Puente warrants that the execution, delivery, and performance of this Agreement and all associated documents will not contravene, or constitute a default under or result in a lien upon assets of La Puente pursuant to any applicable law or regulation, any charter document of La Puente, or any instrument binding upon or affecting La Puente, or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting La Puente.

2.4 Valid and Binding Obligations. La Puente warrants that, when duly executed by the La Puente, this Agreement shall constitute the legal, valid and binding obligations of the La Puente enforceable in accordance with their respective terms. La Puente hereby waives any defense to the enforcement of the terms of the Agreement related to alleged invalidity of any provisions or conditions contained therein.

2.5 No Adverse Action. La Puente warrants that there is no action, suit or proceeding pending or threatened against it which might adversely affect La Puente in any material respect.

ARTICLE 3. LA PUENTE COVENANTS

3.1 Use of Proceeds. La Puente covenants that it shall use the proceeds of the Loan for the purpose of constructing the Valley Boulevard sound wall and for any other financially feasible improvements along the Valley Boulevard corridor to address the noise impacts from the railroad and/or the traffic along Valley Boulevard and for other public improvement purposes.

La Puente shall comply with all local, state and federal laws, rules, and regulations, including those pertaining to the competitive bidding process for public projects, in its construction of the Valley Boulevard sound wall, and related public improvements.

3.2 Repayment. La Puente covenants to repay the Loan in accordance with the provisions set forth in Section 1.1.

3.3 Assignment. La Puente shall not cause or permit any voluntary transfer, assignment or conveyance of this Agreement without the written consent of Industry.

3.4 Notification. Until the Loan is repaid in full, La Puente covenants that it will promptly notify Industry in writing of the occurrence of any event which might materially and adversely affect its ability to perform its obligations under this Agreement, or which constitutes, or with the giving of notice or passage of time or both would constitute, an Event of Default under this Agreement. Such occurrences include, but are not limited to, the threat or initiation of lawsuits or administrative proceedings against La Puente that results in a final judgment, order or decree that has a materially adverse effect on the business of La Puente and its ability to perform its obligations under this Agreement.

ARTICLE 4. INDEMNITY REQUIREMENTS

4.1 Indemnity. La Puente shall defend, hold harmless and indemnify Industry, and any and all of its officials, employees and agents, from and against all claims, liability, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the Industry.

ARTICLE 5. DEFAULT AND REMEDIES

5.1 Events of Default. Each of the following events will constitute an event of default ("Event of Default") under this Agreement:

(a) Nonpayment. La Puente's failure to pay when due the principal and interest payable under the Loan, and such failure continues for thirty (30) days.

(b) Noncompliance with Loan. La Puente's failure, neglect or refusal to perform any promise, agreement, covenant or obligation contained in the Loan after any applicable cure periods.

(c) Noncompliance with Governmental Requirements. La Puente's failure to comply with any governmental requirements.

(d) False Representations. If any material representation or disclosure made to Industry by La Puente in connection with this Agreement, the Loan proves to be false or misleading in any material adverse respect when made.

(e) Bankruptcy. The filing by or against La Puente of a voluntary or involuntary petition in bankruptcy or the adjudication of the La Puente as bankrupt or insolvent, or the filing of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator of La Puente or any substantial part of or all of the property of La Puente, and if any such proceeding is not dismissed within sixty (60) days; the La Puente is named in any such proceeding and the same is not dismissed within one hundred twenty (120) days.

5.2 Declaring Default. Whenever any Event of Default has occurred, other than failure to pay any sums due, Industry shall give written notice of default to La Puente. If the default is not cured within thirty (30) business days after the Date of Default (defined herein), or any extension approved in writing by Industry, Industry may enforce its rights and remedies under Section 5.3 below. Any default that has occurred shall be deemed to commence on the date that written notice of default is effective pursuant to Section 6.4 of this Agreement (the "Date of Default"). In the event of a default in the payment of any amount owing under the Loan when due, La Puente shall have thirty (30) calendar days from the payment due date to cure such default whether or not Industry gives written notice.

5.3 Remedies. Upon the occurrence of any Event of Default, in addition to its other rights in this Agreement at law, or in equity, Industry may exercise any one or more of the following rights and remedies:

(a) accelerate and declare the entire unpaid principal balance of the Loan together with all accrued interest thereon, and all other sums owing to Industry immediately due and payable; and

(b) proceed at law, or in equity, to require La Puente to perform its obligations and covenants under this Agreement.

The remedies provided herein are cumulative and not exclusive of, and shall not prejudice any other remedy provided under law.

5.4 Costs and Expenses. La Puente shall pay all reasonable costs and expenses incurred by or on behalf of Industry including, without limitation, reasonable attorneys' fees, incurred in connection with Industry's enforcement of the Agreement and the exercise of any or all of its rights and remedies hereunder.

**ARTICLE 6.
MISCELLANEOUS**

6.1 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating the relationship of principal and agent between Industry and La Puente or Industry's or La Puente's elected and appointed officials, officers, agents or employees, and La Puente shall at all times be deemed and shall be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

6.2 Conflict of Interest.

(a) Interest of Employees, Agents, Consultants, Officers and Officials of Industry or La Puente. Except for approved eligible administrative or personnel costs, no employee, agent, consultant, officer or official of Industry or La Puente who exercises or has exercised any function or responsibilities with respect to activities assisted by general funds in whole or in part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities assisted under this Agreement, may obtain a personal or financial interest in or benefit from the activities assisted under this Agreement, or have an interest, direct or indirect, in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure and for one year thereafter.

6.3 Notices. Any notice, request or consent required pursuant to this Agreement shall be deemed delivered upon receipt when delivered personally or by facsimile transmission, provided that a transmission report is generated reflecting the accurate transmission thereof, or three (3) business days after being deposited in the U.S. mail, first class postage prepaid, return receipt requested, or one (1) day after deposit with a nationally recognized overnight carrier addressed as follows:

Industry Paul Philips
 City Manager
 15626 East Stafford Street
 Suite 100
 City of Industry, CA 91744

La Puente: David Carmany
 City Manager
 15900 East Main Street
 La Puente, CA 9174471

or to such other addresses as the Parties may designate by notice as set forth above.

6.4 Successors and Assigns. All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the successors and permitted assigns of Industry and La Puente, respectively, and all persons claiming under or through them.

6.5 Attorneys' Fees. If any action is instituted by any Party to this Agreement to enforce this Agreement or the Loan or to collect any sums due hereunder or pursuant to the Loan, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in that action.

6.6 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

6.7 Amendments/Entire Agreement. Industry and La Puente reserve the right to amend this Agreement by mutual consent. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties. This Agreement constitutes the entire agreement of the Parties and no oral understandings or agreement not incorporated herein shall be binding on either Party.

6.8 Joint and Several Liability. If La Puente consists of more than one person or entity, each shall be jointly and severally liable to Industry for the performance of this Agreement.

6.9 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

6.10 Governing Law. The laws of the State of California shall govern this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California.

6.11 Non-Liability of Either Party, Their Officials, Officers, Employees and Agents. No elected or appointed official, officer, member, employee or agent of either Party shall be personally liable to the other or any successor in interest, in the event of any default or breach by either Party or for any amount which may become due to one another or any successor under the terms of this Agreement.

6.12 Rights and Consent. No forbearance, failure or delay by either Party in exercising any right, power or remedy, nor any single or partial exercise by either Party of any right or remedy hereunder shall preclude the further exercise of such right, power or remedy.

The consent to any act or omission by La Puente may not be construed as the Party's consent to any other or subsequent act or omission or as a waiver of the requirement to obtain the Party's consent in any other instance. All of the Party's rights, powers and remedies are cumulative and shall continue in full force and effect until specifically waived in writing by the Party.

6.13 Duration/Survival. This Agreement shall continue in full force and effect until the Loan has been paid in full. Notwithstanding the foregoing, the indemnification provisions of Section 4.1 of this Agreement shall survive the expiration of this Agreement and the making and repayment of the Loan.

6.14 Headings. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

6.15 Counterparts, Facsimile Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Industry and La Puente have executed this Agreement as of the Effective Date.

CITY OF INDUSTRY

By: _____
Mark Radecki, Mayor


ATTEST:

By: _____
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

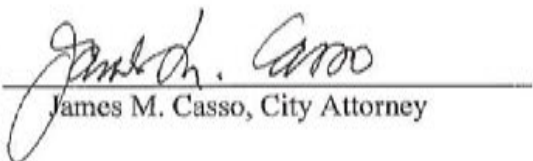
CITY OF LA PUENTE

By: 
Daniel C. Holloway, Mayor

ATTEST:

By: 
Sheryl Garcia, Chief Deputy City Clerk

APPROVED AS TO FORM

By: 
James M. Casso, City Attorney

Loan Amortization Schedule

Enter values	
Loan amount	\$ 5,952,908.00
Annual interest rate	0.33 %
Loan period in years	30
Number of payments per year	1
Start date of loan	11/1/2016
Optional extra payments	

Lender name: City of Industry

Loan summary	
Scheduled payment	\$ 208,741.57
Scheduled number of payments	30
Actual number of payments	30
Total early payments	-
Total interest	\$ 309,339.09

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2017	\$ 5,952,908.00	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 189,096.97	\$ 19,644.60	\$ 5,763,811.03	\$ 19,644.60
2	11/1/2018	\$ 5,763,811.03	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 189,720.99	\$ 19,020.58	\$ 5,574,090.03	\$ 38,665.17
3	11/1/2019	\$ 5,574,090.03	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 190,347.07	\$ 18,394.50	\$ 5,383,742.96	\$ 57,059.67
4	11/1/2020	\$ 5,383,742.96	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 190,975.22	\$ 17,766.35	\$ 5,192,767.74	\$ 74,826.02
5	11/1/2021	\$ 5,192,767.74	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 191,605.44	\$ 17,136.13	\$ 5,001,162.31	\$ 91,962.16
6	11/1/2022	\$ 5,001,162.31	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 192,237.73	\$ 16,503.84	\$ 4,808,924.57	\$ 108,465.99
7	11/1/2023	\$ 4,808,924.57	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 192,872.12	\$ 15,869.45	\$ 4,616,052.45	\$ 124,335.44
8	11/1/2024	\$ 4,616,052.45	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 193,508.60	\$ 15,232.97	\$ 4,422,543.86	\$ 139,568.42
9	11/1/2025	\$ 4,422,543.86	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 194,147.18	\$ 14,594.39	\$ 4,228,396.68	\$ 154,162.81
10	11/1/2026	\$ 4,228,396.68	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 194,787.86	\$ 13,953.71	\$ 4,033,608.82	\$ 168,116.52
11	11/1/2027	\$ 4,033,608.82	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 195,430.66	\$ 13,310.91	\$ 3,838,178.16	\$ 181,427.43
12	11/1/2028	\$ 3,838,178.16	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 196,075.58	\$ 12,665.99	\$ 3,642,102.58	\$ 194,093.42
13	11/1/2029	\$ 3,642,102.58	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 196,722.63	\$ 12,018.94	\$ 3,445,379.95	\$ 206,112.35
14	11/1/2030	\$ 3,445,379.95	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 197,371.82	\$ 11,369.75	\$ 3,248,008.13	\$ 217,482.11
15	11/1/2031	\$ 3,248,008.13	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 198,023.14	\$ 10,718.43	\$ 3,049,984.99	\$ 228,200.53
16	11/1/2032	\$ 3,049,984.99	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 198,676.62	\$ 10,064.95	\$ 2,851,308.37	\$ 238,265.49
17	11/1/2033	\$ 2,851,308.37	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 199,332.25	\$ 9,409.32	\$ 2,651,976.12	\$ 247,674.80
18	11/1/2034	\$ 2,651,976.12	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 199,990.05	\$ 8,751.52	\$ 2,451,986.07	\$ 256,426.32
19	11/1/2035	\$ 2,451,986.07	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 200,650.02	\$ 8,091.55	\$ 2,251,336.05	\$ 264,517.88
20	11/1/2036	\$ 2,251,336.05	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 201,312.16	\$ 7,429.41	\$ 2,050,023.89	\$ 271,947.29
21	11/1/2037	\$ 2,050,023.89	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 201,976.49	\$ 6,765.06	\$ 1,848,047.40	\$ 278,712.37
22	11/1/2038	\$ 1,848,047.40	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 202,643.01	\$ 6,098.56	\$ 1,645,404.39	\$ 284,810.92
23	11/1/2039	\$ 1,645,404.39	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 203,311.74	\$ 5,429.83	\$ 1,442,092.65	\$ 290,240.76
24	11/1/2040	\$ 1,442,092.65	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 203,982.66	\$ 4,758.91	\$ 1,238,109.99	\$ 294,999.66
25	11/1/2041	\$ 1,238,109.99	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 204,655.81	\$ 4,085.76	\$ 1,033,454.18	\$ 299,085.43
26	11/1/2042	\$ 1,033,454.18	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 205,331.17	\$ 3,410.40	\$ 828,123.01	\$ 302,495.82
27	11/1/2043	\$ 828,123.01	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 206,008.76	\$ 2,732.81	\$ 622,114.25	\$ 305,228.63
28	11/1/2044	\$ 622,114.25	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 206,688.59	\$ 2,052.98	\$ 415,425.65	\$ 307,281.61
29	11/1/2045	\$ 415,425.65	\$ 208,741.57	\$ -	\$ 208,741.57	\$ 207,370.67	\$ 1,370.90	\$ 208,054.99	\$ 308,652.51
30	11/1/2046	\$ 208,054.99	\$ 208,741.57	\$ -	\$ 208,054.99	\$ 207,368.41	\$ 686.58	\$ -	\$ 309,339.09

CITY OF LA PUENTE
ENGINEER'S ESTIMATE
FOR
VALLEY BOULEVARD PARKWAY & MEDIAN ISLAND IMPROVEMENT PROJECT
FROM CENTRAL AVENUE TO FERRERO LANE
(TOTAL LENGTH : 2,900 LINEAL FOOT)

North Parkway Improvements

ITEM NO.	ITEM DESCRIPTION	QUANTITY TOTAL	UNIT	UNIT COST	TOTAL COST
1	Remove and construct curb and gutter (north side to increase parkway width to 8'), including slot AC paving.	1,100	LF	\$ 70.00	\$ 77,000.00
2	Remove and construct median island curb on the Northside only, including slot AC paving.	1,100	LF	\$ 60.00	\$ 66,000.00
3	Relocate catch basin	1	EA	\$ 8,000.00	\$ 8,000.00
4	4-inch thick PCC sidewalk	18,000	SF	\$ 6.00	\$ 108,000.00
5	Precast concrete rail fence (north side only)	2,300	LF	\$ 65.00	\$ 149,500.00
6	Cobblestone paving/stamped concrete paving in the parkway (north side only)	2,600	SF	\$ 15.00	\$ 42,000.00
7	Stabilized decomposed granite paving (porkchop island)	8,400	SF	\$ 8.00	\$ 67,200.00
8	Landscape electrical and lighting system (porkchop island)	1	LS	\$ 50,000.00	\$ 50,000.00
9	90-calendar day landscape maintenance period (north side)	1	LS	\$ 25,000.00	\$ 25,000.00
10	Landscape Improvements, north parkway and porkchop island	1	LS	\$ 200,000.00	\$ 200,000.00
11	Irrigation System, north parkway and porkchop island	1	LS	\$ 154,000.00	\$ 154,000.00
12	Artificial turf (at Central porkchop island)	9,000	SF	\$ 12.00	\$ 108,000.00
13	Landscape concrete curbs (at Central porkchop island)	1,400	SF	\$ 10.00	\$ 14,000.00
14	Monument sign	1	EA	\$ 25,000.00	\$ 25,000.00
15	Adjust to grade water meter/pull box lid and cover.	16	EA	\$ 200.00	\$ 3,200.00
<i>Subtotal</i>					\$ 1,098,900
<i>15% Contingency</i>					\$ 164,835
<i>Subtotal Construction Cost</i>					\$ 1,261,435
<i>Design & CM Services</i>					\$ 254,955
TOTAL					\$ 1,516,390

Median Island Improvements

16	Cobblestone paving/stamped concrete paving.	6,200	SF	\$ 15.00	\$ 93,000.00
17	Stabilized decomposed granite paving.	3,600	SF	\$ 8.00	\$ 28,800.00
18	Landscape Improvements	1	LS	\$ 100,000.00	\$ 100,000.00
19	Irrigation System	1	LS	\$ 110,000.00	\$ 110,000.00
20	Storm drain improvements	1	LS	\$ 200,000.00	\$ 200,000.00
<i>Subtotal Construction Cost</i>					\$ 531,800
<i>Design & CM Services</i>					\$ 107,485
TOTAL					\$ 639,285

GRAND TOTAL				\$	2,155,675
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CITY OF LA PUENTE
ENGINEER'S ESTIMATE
FOR
VALLEY BOULEVARD PHASE III, PARKWAY & MEDIAN ISLAND IMPROVEMENT PROJECT
FROM FERRERO LANE TO DORA GUZMAN AVENUE
(TOTAL LENGTH : 2,720 LINEAL FOOT)

North Parkway Improvements

ITEM NO.	ITEM DESCRIPTION	QUANTITY TOTAL	UNIT	UNIT COST	TOTAL COST
1	Demolition, Removals and Earthwork, including walls/fence footings and construction of temporary 8-foot high chain link fence, with screen fabric.	1	LS	\$ 160,000.00	\$ 160,000.00
2	Construct 5-ft. high (max.) retaining concrete block wall and 8-ft. high concrete block wall. Complete per plan.	2,720	LF	\$ 420.00	\$ 1,142,400.00
3	Construct 12-inch wide concrete v-gutter per detail.	2,700	LF	\$ 15.00	\$ 40,600.00
4	Construct parkway drain including inlet per detail.	45	EA	\$ 1,000.00	\$ 45,000.00
5	Remove and reconstruct end of retaining block or wall to join the new wall.	20	EA	\$ 1,000.00	\$ 20,000.00
6	Remove and reconstruct end of fences to join the new wall.	25	EA	\$ 350.00	\$ 8,750.00
7	Remove and construct curb and gutter (north side to increase parkway width to 8'), including slot AC paving.	2,720	LF	\$ 70.00	\$ 190,400.00
8	Remove and construct median island curb on the northside only, including slot AC paving.	3,200	LF	\$ 60.00	\$ 192,000.00
9	Construct curb ramp	6	EA	\$ 3,500.00	\$ 21,000.00
10	Catch basin relocation	5	EA	\$ 8,000.00	\$ 40,000.00
11	Construct bus shelter	3	EA	\$ 15,000.00	\$ 45,000.00
12	4-inch thick PCC sidewalk	16,320	SF	\$ 6.00	\$ 97,920.00
13	Precast concrete rail fence (north side only)	2,200	LF	\$ 65.00	\$ 143,000.00
14	Cobblestone paving in the parkway (north side only)	6,800	SF	\$ 15.00	\$ 102,000.00
15	90-calendar day landscape maintenance period (north side)	1	LS	\$ 8,000.00	\$ 8,000.00
16	Landscape Improvements, north parkway	1	LS	\$ 55,000.00	\$ 55,000.00
17	Irrigation System, north parkway	1	LS	\$ 72,000.00	\$ 72,000.00
18	Monument sign in median island with electrical lighting system	1	EA	\$ 35,050.00	\$ 35,050.00
19	Adjust to grade water meter/pull box lid and cover.	15	EA	\$ 200.00	\$ 3,000.00
20	Signing and striping	1	LS	\$ 10,000.00	\$ 10,000.00
21	Preparation of SWPP	1	LS	\$ 10,000.00	\$ 10,000.00
22	Implementation of BMP's	1	LS	\$ 20,000.00	\$ 20,000.00
<i>Subtotal</i>					\$ 2,461,020
<i>15% Contingency</i>					\$ 369,153
<i>Subtotal Construction Cost</i>					\$ 2,830,173
<i>Design & CM Services</i>					\$ 450,760
TOTAL					\$ 3,280,933

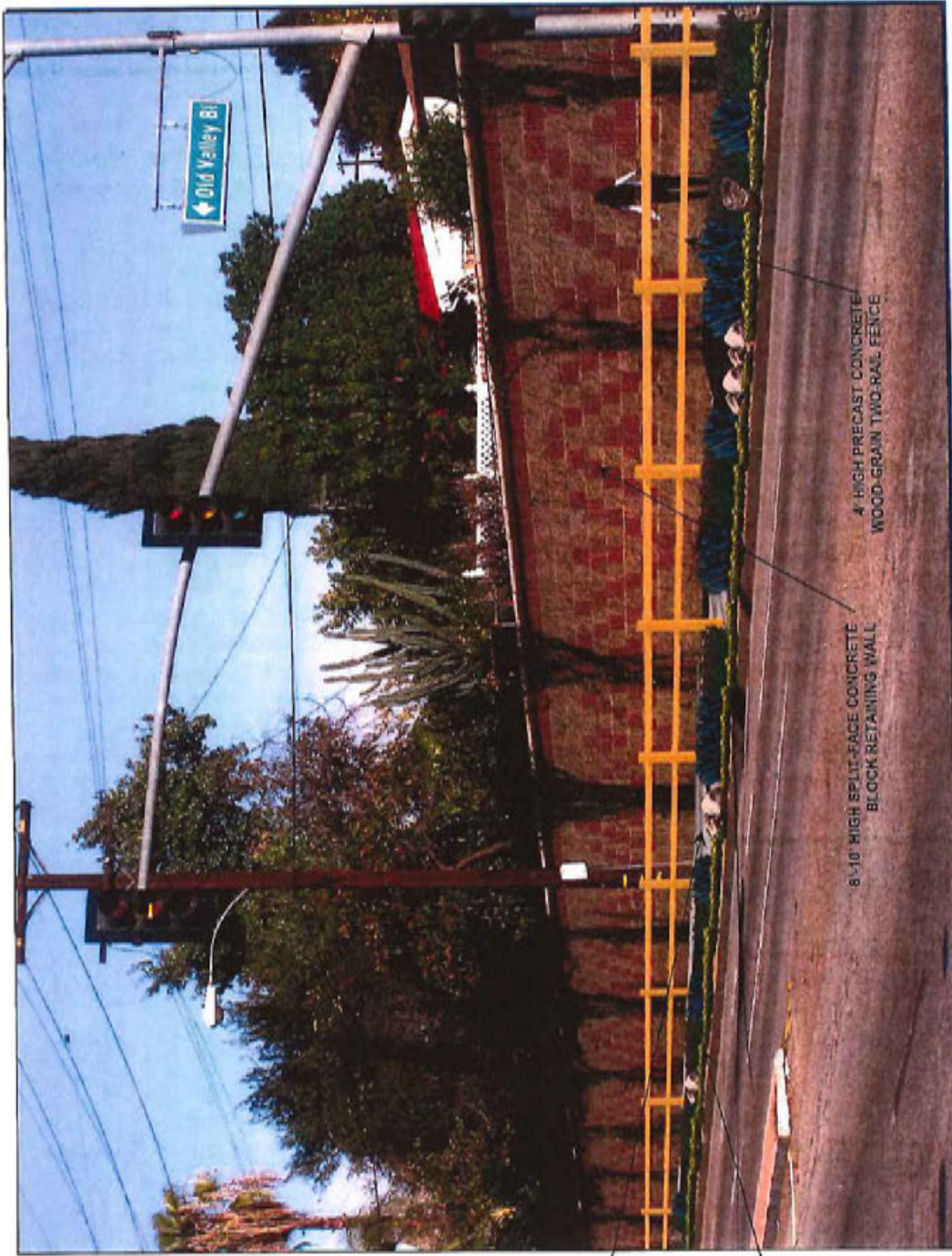
MEDIAN ISLAND IMPROVEMENTS

23	Cobblestone paving/stamped concrete paving.	10,500	SF	\$ 15.00	\$ 157,500.00
24	Stabilized decomposed granite paving.	6,500	SF	\$ 8.00	\$ 52,000.00
25	Landscape Improvements	1	LS	\$ 100,000.00	\$ 100,000.00
26	Irrigation System	1	LS	\$ 120,000.00	\$ 120,000.00
<i>Subtotal Construction Cost</i>					\$ 429,500
<i>Design & CM Services</i>					\$ 86,800
TOTAL					\$ 516,300

GRAND TOTAL					\$ 3,797,233
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EXISTING CONDITIONS



4-6' WIDE SIDEWALK

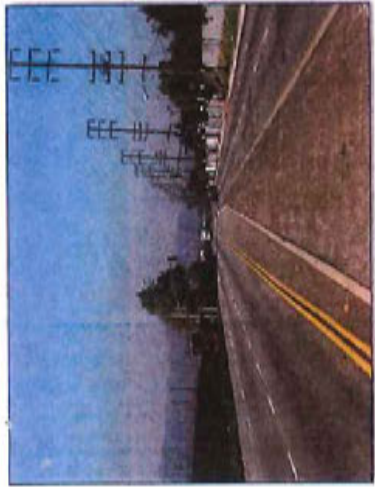
4-6' WIDE LANDSCAPED PARKWAY

8'-10' HIGH SPLIT-FACE CONCRETE BLOCK RETAINING WALL

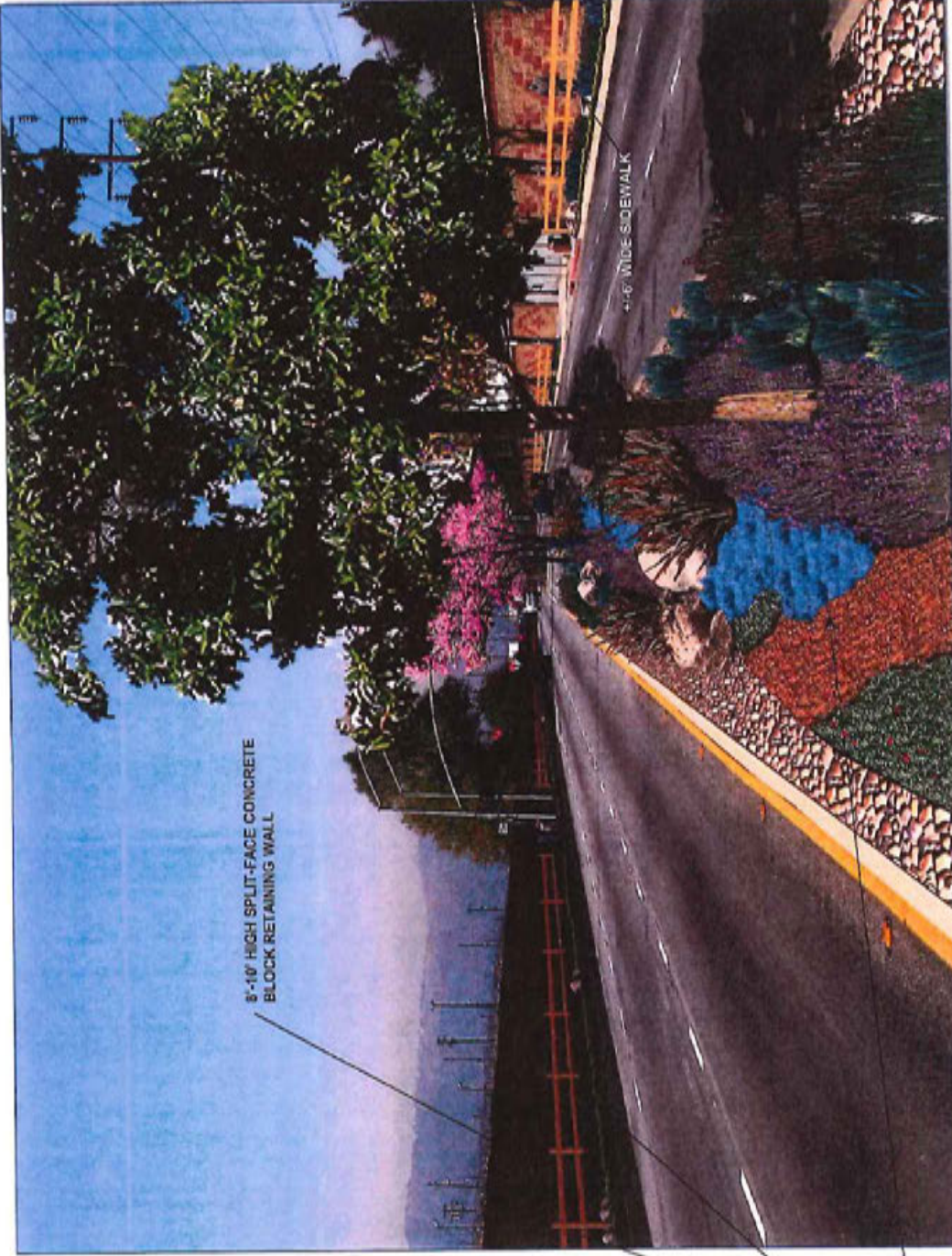
4' HIGH PRECAST CONCRETE WOOD-GRAIN TWO-RAIL FENCE

PROPOSED IMPROVEMENTS





EXISTING CONDITIONS



8'-10" HIGH SPLIT-FACE CONCRETE
BLOCK RETAINING WALL

4'-6" WIDE SIDEWALK

4' HIGH PRECAST CONCRETE
WOOD-GRAIN TWO-RAIL FENCE

4'-4" WIDE LANDSCAPED
PARKWAY

LANDSCAPED MEDIAN

PROPOSED IMPROVEMENTS

PREPARED BY:

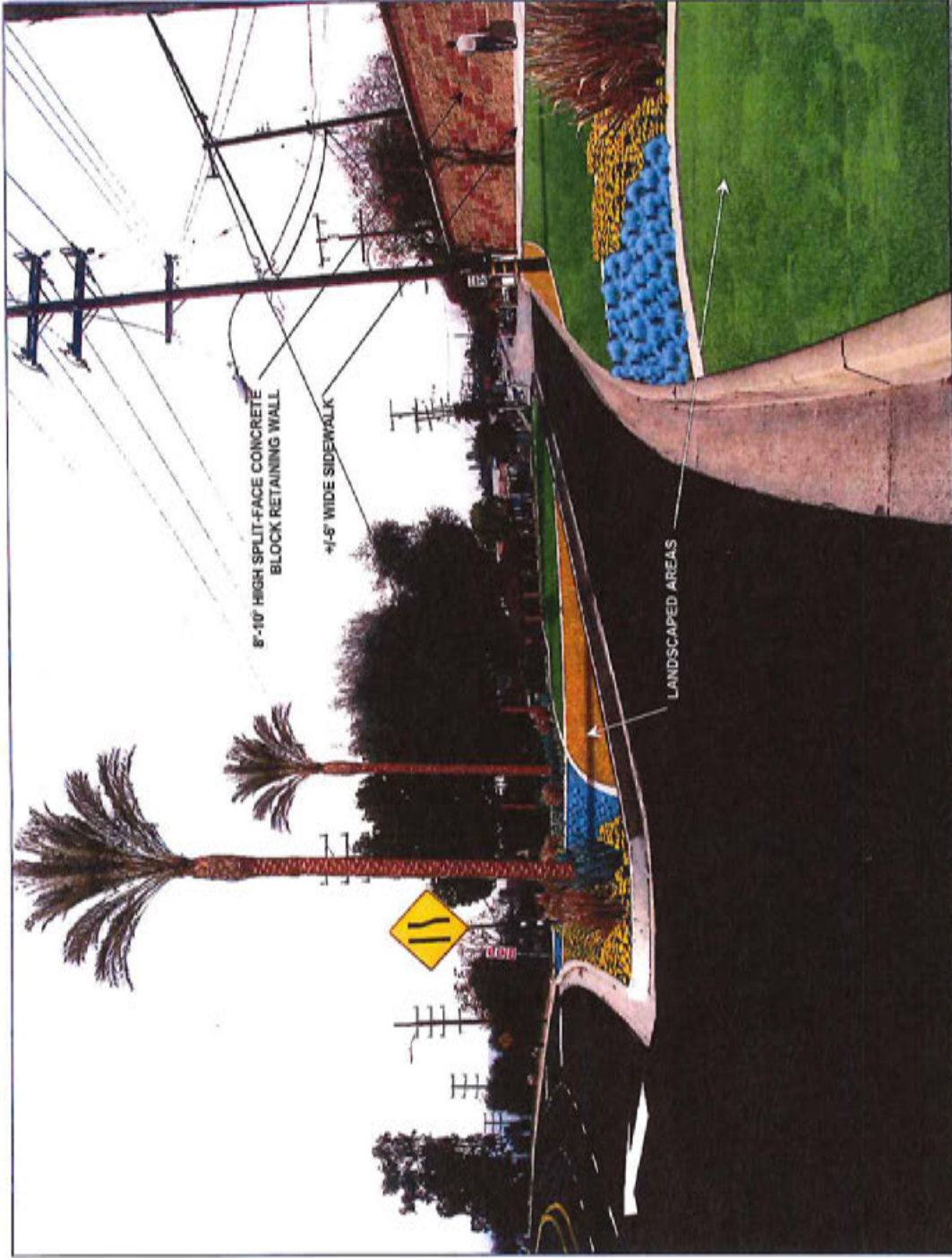


VALLEY BOULEVARD STREET IMPROVEMENTS
CITY OF LA PUENTE, CALIFORNIA

DECEMBER 8, 2009



EXISTING CONDITIONS



PROPOSED IMPROVEMENTS

PREPARED BY:



VALLEY BOULEVARD STREET IMPROVEMENTS
CITY OF LA PUENTE, CALIFORNIA

DECEMBER 8, 2009

CITY COUNCIL

ITEM NO. 7.4



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 *cc*
Joshua Nelson, CNC Engineering *gn*

Date: October 15, 2015

SUBJECT: Professional Services Agreement with CASC Engineering and Consulting for work at 23400-23600 East Fork Road, Azusa CA (MP 11-09)

Per the City's request, CASC Engineering and Consulting submitted a proposal that has been incorporated into the attached Professional Services Agreement. CASC will provide stormwater and erosion control related consulting services over the next 12 months. They have worked closely with Pacific Restoration Group (PRG) to maintain and install Best Management Practices (BMPs) over the last couple years and will continue to oversee any future contractors that are hired under this new agreement.

In addition to the above items they have also been assisting us with plans, permit applications and reports that are required for the permits that we may need from Army Corp of Engineers, Regional Water Quality Control Board (RWQCB) and the Department of Fish and Game.

It is therefore recommended that the City Council approve the Professional Services Agreement with CASC Engineering and Consulting for a budget amount of \$34,600.00. Please forward to Chris Brown to further processing.

CNC/JN:cl

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 22, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant 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 Consultant agree as follows:

1. TERM

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 October 21, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). 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 Consultant, 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, the terms of this Agreement shall prevail.

(b) 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.

(c) Consultant 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 NPDES engineering services, serving a municipal agency.

(d) Consultant 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, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant 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 Consultant'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.* Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

(e) Consultant 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 Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. 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 Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant 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 Thirty Four Thousand Six Hundred Sixty Dollars (\$34,660.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Consultant's fees it shall give written notice to Consultant 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.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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 Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant 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 Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant 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. Consultant 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. Consultant 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 therefrom 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.

(b) 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) 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, Consultant shall have an immediate duty to defend the City at Consultant'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 Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant 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. Consultant 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.

8. INSURANCE

Consultant 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.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

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

10. LEGAL RESPONSIBILITIES

The Consultant 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 Consultant 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 Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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.

12. 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.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, 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) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants 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 Consultant 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 Consultant 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 Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. 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.

14. 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 Consultant:	CASC Engineering and Consulting, Inc. 2740 W. Magnolia Blvd., Suite 102 Burbank, CA 91505 Attention: Michael Kolbenschlag

15. ASSIGNMENT

The Consultant 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 subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant 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 subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant 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 Consultant under 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by City or Consultant 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 Consultant unless in writing.

22. 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.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant 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”
City of Industry

By: _____
Paul J. Philips, City Manager

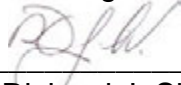
Attest:


By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

“CONSULTANT”
CASC Engineering and Consulting, Inc.

By:  _____
Richard J. Sidor, President

By:  _____
Michelle E. Furlong, Secretary/Treasurer

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide NPDES engineering services for 23400-23600 East Fork Road, Azusa, California. Said NPDES engineering services shall include the following:

- Attend meetings, provide expert assistance on stormwater and permit compliance issues, and respond to regulatory inquiries or enforcement actions as required.
- Prepare plans, permit applications, and reports required by the RWQCB, US Forest Service, Army Corps of Engineers, and Department of Fish & Game, including:
 - SWPPPs
 - Clear Water Diversion Plans
 - Erosion and Sediment Control Plans
 - Monitoring and Reporting Plans (M&RP)
- Perform stormwater and receiving water sampling and reporting as required.
- Prepare plans, specifications and estimates for Erosion and Sediment Control contract work.
- Coordinate and/or assist with construction activities.

EXHIBIT B
RATE SCHEDULE

Civil Engineering

President/Principal Engineer	\$180.00
Director	\$170.00
Senior Program Manager/Technical Specialist	\$165.00
Program Manager	\$155.00
Project Manager/Senior Engineer III	\$150.00
Project Manager/Senior Engineer II	\$145.00
Project Manager/Senior Engineer I	\$140.00
Assistant Project Manager	\$135.00
Project Engineer	\$130.00
Senior Designer II	\$125.00
Senior Designer I	\$120.00
Design Engineer II	\$115.00
Design Engineer I	\$110.00
Designer II	\$105.00
Designer I	\$100.00
CADD Drafter II	\$90.00
CADD Drafter I	\$85.00
Technical Aide	\$75.00

Environmental/Water Quality Services

Director	\$170.00
Senior Program Manager/Technical Specialist	\$165.00
Program Manager	\$155.00
Project Manager/Technical Specialist	\$150.00
Senior Environmental Analyst/ Scientist III	\$145.00
Senior Environmental Analyst/ Scientist II	\$140.00
Senior Environmental Analyst/ Scientist I	\$135.00
Environmental Analyst/ Scientist III	\$130.00
Environmental Analyst/ Scientist II	\$125.00
Environmental Analyst/ Scientist I	\$115.00
Staff Analyst/Scientist II	\$105.00
Staff Analyst/Scientist I	\$95.00
Staff Assistant II	\$85.00
Staff Assistant I	\$75.00

Clerical

Project Coordinator/Clerical III	\$80.00
Project Coordinator/Clerical II	\$75.00
Project Coordinator/Clerical I	\$70.00
Project Assistant	\$65.00

Planning

Planning Director	\$170.00
Senior Project Manager/ Technical Specialist	\$165.00
Senior Project Manager - Planning	\$150.00
Project Manager - Planning	\$135.00
Senior Planner II	\$125.00
Senior Planner I	\$115.00
Planner II	\$105.00
Planner I	\$95.00
Graphic Artist	\$85.00
Associate Planner	\$75.00
Planning Aide	\$65.00

Landscape Architectures

Licensed Landscape Architect	\$150.00
Senior Landscape Designer	\$130.00
Associate Landscape Designer	\$110.00
Assistant Landscape Designer	\$95.00
Landscape CADD Drafter	\$80.00

Construction Management

Resident Engineer	\$150.00
Assistant Resident Engineer	\$135.00
Field Inspector III	\$115.00
Field Inspector II	\$100.00
Field Inspector I	\$85.00

Surveying and Mapping

Licensed Surveyor/ Director	\$170.00
Senior Survey Project Manager	\$145.00
Senior Survey Analyst	\$135.00
Senior Calculator	\$125.00
Calculator II	\$115.00
Calculator I	\$105.00
Survey Analyst II	\$95.00
Survey Analyst I	\$85.00
Technical Aide	\$75.00

Field Survey Crews

Three Person Survey/GPS Crew	\$265.00
Two Person Survey/GPS Crew	\$240.00
One Person Survey/GPS Crew	\$210.00

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

Reimbursable Expenses

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5 X 11 and \$0.20 / \$1.20 for 11 X 17.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be $(2.28) \times (\text{Total Hourly Rate})$, where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant 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. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 Consultant, or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant 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 insureds 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 Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant'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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

CITY COUNCIL

ITEM NO. 7.5



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

Date: October 15, 2015

SUBJECT: Professional Services Agreement with Sage Environmental for 23400-23600 East Fork Road, Azusa CA (MP 11-09)

Per the City's request, Sage Environmental submitted a proposal that has been incorporated into the attached Professional Services Agreement. Sage will perform biological and regulatory compliance services for the site. Sage has been assisting us with obtaining and maintaining agreements or permits with several regulatory agencies for various City owned properties. These agencies are the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), US Department of Forestry (USDF), United States Fish and Wildlife Services (USFWS), and the United States Army Corps of Engineers (USACE).

It is therefore recommended that the City Council approve the Professional Services Agreement with Sage Environmental for a budget amount of \$23,000.00. Please forward to Chris Brown to further processing.

CNC/JN:cl

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of October 22, 2015 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Sage Environmental Group LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant 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 Consultant agree as follows:

1. TERM

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 October 21, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). 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 Consultant, 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, the terms of this Agreement shall prevail.

(b) 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.

(c) Consultant 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 environmental engineering and consulting services, serving a municipal agency.

(d) Consultant 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, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant 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 Consultant'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.* Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

(e) Consultant 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 Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. 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 Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant 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 Twenty-Three Thousand Dollars (\$23,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Consultant's fees it shall give written notice to Consultant 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.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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 Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant 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 Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant 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. Consultant 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. Consultant 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 therefrom 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.

(b) 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) 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, Consultant shall have an immediate duty to defend the City at Consultant'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 Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant 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. Consultant 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.

8. INSURANCE

Consultant 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.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

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

10. LEGAL RESPONSIBILITIES

The Consultant 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 Consultant 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 Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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.

12. 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

To Consultant: Alissa Cope
Sage Environmental Group LLC
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629

15. ASSIGNMENT

The Consultant 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 subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an 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 subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant 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 Consultant under 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by City or Consultant 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 Consultant unless in writing.

22. 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.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

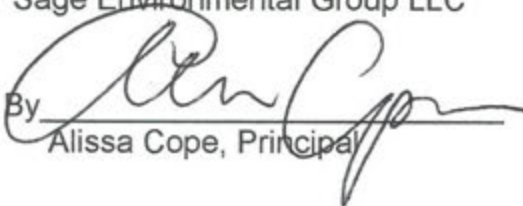
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: _____
Paul J. Philips, City Manager

"CONSULTANT"
Sage Environmental Group LLC

By:  _____
Alissa Cope, Principal

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

Consultant shall provide environmental engineering services to obtain agency approvals for the property located at 23400-23600 East Fork Road, Azusa, California. Said environmental engineering services shall include the following:

- Support for approval to maintain two existing structures within the East Fork of the San Gabriel River, namely an Arizona crossing and an existing bridge. Required maintenance to date has consisted of stream channel realignment up and downstream of each structure.
- Resource Agency coordination to define appropriate Best Management Practices to complete the current effort and future anticipated efforts.
- Authorizations and/or Agreements for the work are anticipated from the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), US Department of Forestry (USDF), United States Fish and Wildlife Service (USFWS), and the United States Army Corps of Engineers (USACE).
- Resource Agency coordination regarding temporary water diversion from the river for soil stabilization purposes.

EXHIBIT B
RATE SCHEDULE

Charges for professional services, including technical and administrative staff directly charging time to the project will be calculated and billed on the following hourly billing rates.

Principal in Charge \$ 160.00
Project Manager \$ 150.00
Senior Biologist/Botanist \$ 135.00
Senior Regulatory Specialist \$ 135.00
Associate Biologist/Botanist \$ 115.00
Senior Cultural Resources Specialist \$ 130.00
Assoc. Cultural Resources Specialist \$ 105.00
Principal Environmental Planner \$ 150.00
Assoc. Environmental Planner \$ 115.00
CADD/GIS Technician \$ 105.00
Word Processor \$ 72.00

Sage Environmental Group holds active California State Contractors License Number 947034 (C27-Landscaping) and utilizes highly trained landscape crews familiar with native flora within the southwestern region of the United States. Our crews are familiar with the identification, removal methods, and level of significance with over 200 exotic species likely to occur within the region, hold current California Department of Pesticide Regulation Qualified Applicators Licenses and are registered in Los Angeles, Orange, Riverside, San Bernardino and Ventura counties.

Field Crew Supervisor \$ 72.00
Field Crew Labor \$ 46.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the Billing Rate. Preparation time shall be billed at the standard billing rate.

REIMBURSABLE COSTS

The following costs will be reimbursed at cost and are not included in the Fees for Professional Services. Reimbursable costs will not exceed ten percent (10%) of fees for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses.
- C. Cost of postage and shipping expenses.
- D. Long distance telephone and facsimile charges.
- E. Electronic data processing.
- F. Photographic services, film and processing.
- G. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client.
- H. Plotting and associated costs for drawings in CADD format.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant 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. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 Consultant, or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant 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 insureds 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 Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant'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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

CITY COUNCIL

ITEM NO. 7.6



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

DATE: October 22, 2015

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

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.

Close of escrow will occur concurrently with the close of escrow for the Agency owned property. Under the terms of the Agency agreement, escrow will close the earlier of: 15 business days following the satisfaction of all of the closing requirements, or fifteen months following the expiration of the due diligence period. The due diligence period will expire on or about October 20, 2015.

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 2015-38

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 a 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 regular meeting held on October 22, 2015 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

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: Brian James

Telephone: (626) 333-2211

Signature: _____

Date:

Title: Planning Director

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**”

_____, 2015

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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 October _____, 2015 (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**”.

RECITALS

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 its 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
Post Office Box 4131
West Covina, CA 91791
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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

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.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

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 _____, 2015, 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.)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

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.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

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 _____, 2015, 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**”).

WITNESSETH:

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
Post Office Box 4131
West Covina, CA 91791
Attn.: James M. Casso, Esq.
Telephone: (626) 512-5470

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(Attached.)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

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.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

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.

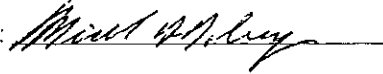
Situated in the City of Industry, County of Los Angeles, State of California for a period of Ten (10) years from date construction of the sign structure is completed.

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 or 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 property 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.

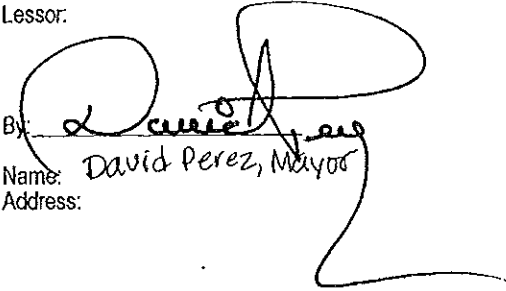
M&P OUTDOOR ADVERTISING, LLC

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:

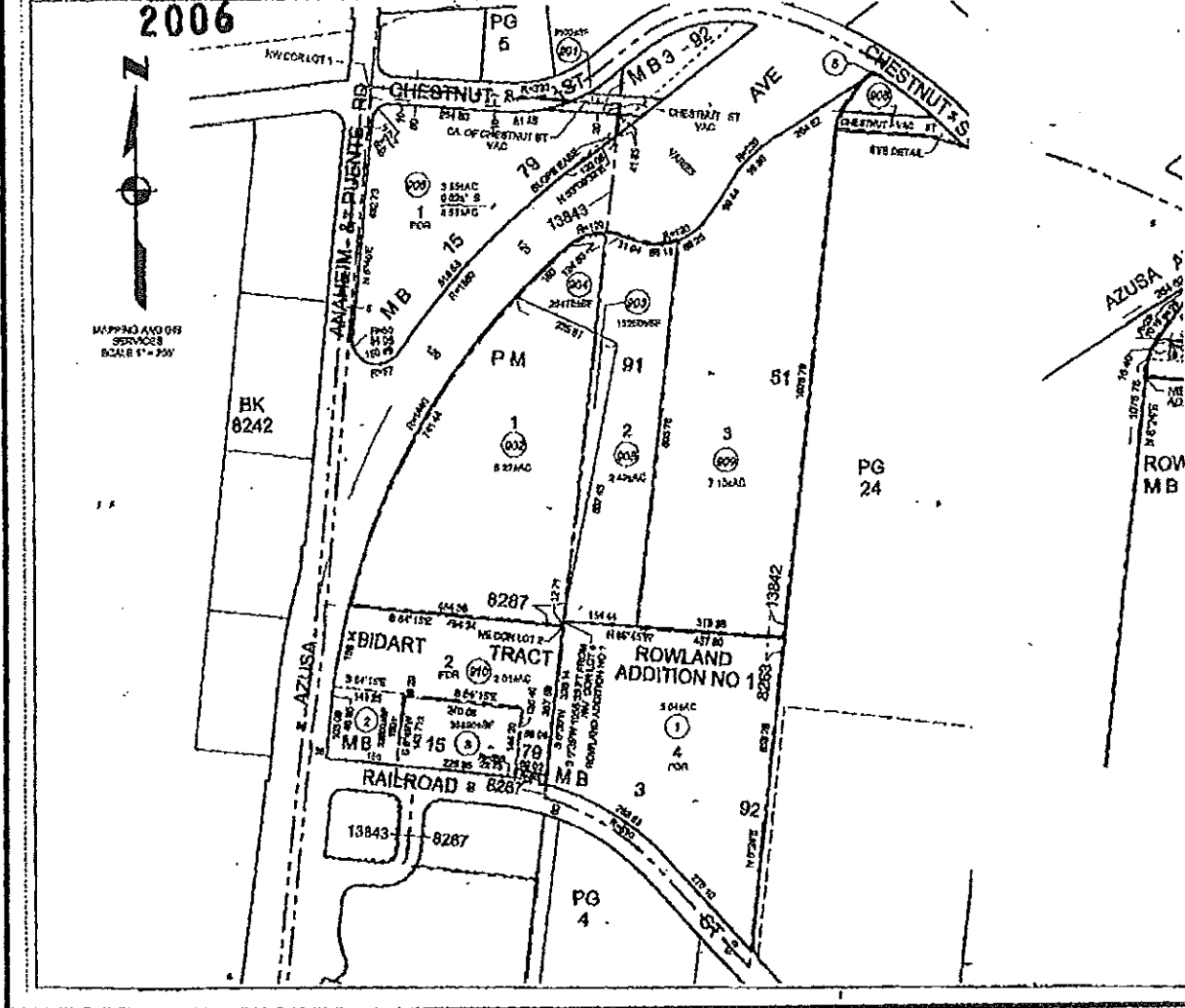
CITY OF INDUSTRY
P.O. Box 3366
City of Industry, CA 91744

View Enlarged Map

County of Los Angeles, Rick Auerbach, Assessor

8264	25 SHEET	P.A. 8264-4	TRA 8263 13843 8267	12842 13843	REVISED 03101205025001-27 94C814	200104240203001-27 200108250203004-27 200102260203001-27	200304080904004-27 2005031504012001-27 20051205
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2006



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 statutes, 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 statute, 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

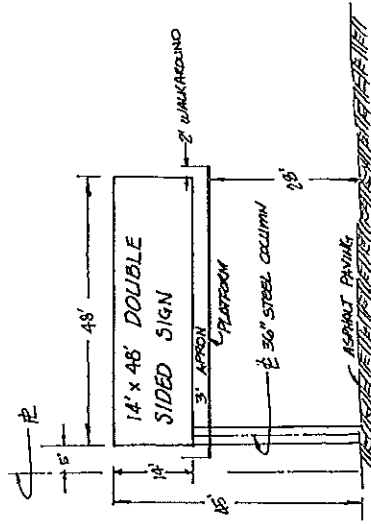
By: 

Date: 2/2/07

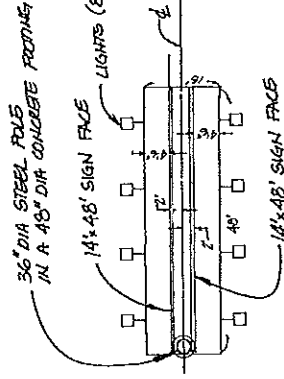
City of Industry
Lessor

By: 

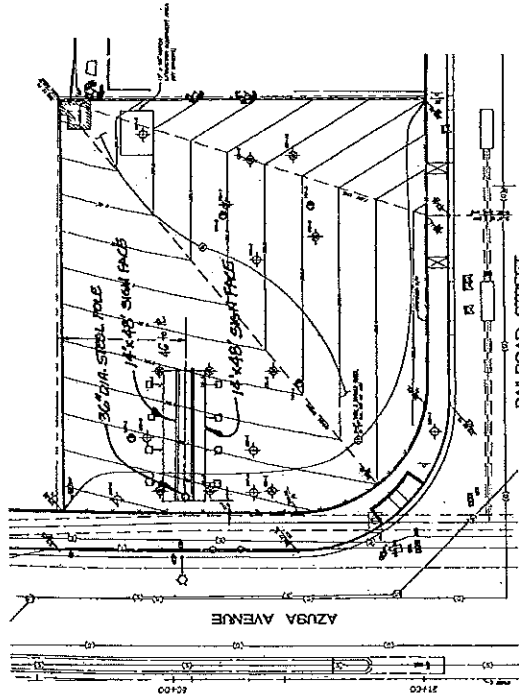
Date: JAN 25 2007



SIGN ELEVATION
Scale 1" = 10"



SIGN DETAIL
Scale 1" = 30"



SITE PLAN
Scale 1" = 20"

PROPERTY ADDRESS:
945 Jansen Avenue
City of Industry, CA 91744

PLOT PLAN

NO.	DATE	REVISIONS	BY

JOB NO.:
DRAWN BY:
DATE:

NOTE:
The plan showing the proposed asphalt paving over this parcel was prepared by CEC Engineering, Inc. and is subject to the approval of the City of Industry. It shows the proposed paving plan of the existing site. The proposed paving should be verified.