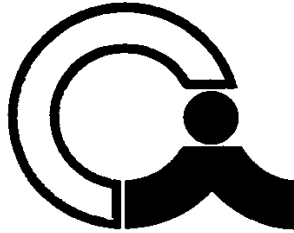


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

FEBRUARY 11, 2016
9:00 AM



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

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

Addressing the City Council:

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

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands

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

5.2 Consideration of Resolution No. CC 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: Staff recommends to extend the consideration of Resolution No. CC 2015-38 to the next regular scheduled meeting.

5.3 Consideration of an Investment Management Service Agreement between the City of Industry and Diversified Securities, Inc., and Advantus Capital Management for investment management and advisory services.

RECOMMENDED ACTION: Authorize the City Manager to enter into an Investment Management Services Agreement with Diversified Securities, Inc., and Advantus Capital Management, subject to the approval as to form by the City Attorney.

5.4 Consideration of Resolution No. CC 2016-12 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT THE FOLLOWS CAMP PROPERTY AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMETITIVE BIDDING PURSUANT TO CALFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-12.

6. **PUBLIC HEARING ITEMS**

6.1 Public Hearing to consider Tentative Parcel Map 349 to subdivide an existing 11.81 acre parcel into two parcels and Zone Exception 15-4 to

allow less parking on Parcel 1 and more compact parking stalls on Parcel 2 than normally allowed at 12851 Crossroads Parkway South in the City of Industry

- a. Consideration of Resolution No. CC 2016-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING TENTATIVE PARCEL MAP 349 TO SUBDIVIDE AN EXISTING 11 ACRE PARCEL INTO TWO PARCELS FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-09.

- b. Consideration of Resolution No. CC 2016-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING ZONE EXCEPTION 15-4 TO ALLOW LESS THAN THE REQUIRED PARKING AND A GREATER PERCENTAGE OF COMPACT PARKING THAN PERMITTED FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-10.

7. **ACTION ITEMS**

- 7.1 Consideration of Resolution No. CC 2016-11 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING DEVELOPMENT PLAN NO. 15-14 FOR THE CONSTRUCTION OF A TWO-STORY OFFICE BUILDING FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-11.

- 7.2 Consideration of Resolution No. CC 2016-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING RESOLUTION NO. CC 2015-11 TO AMEND THE BUDGET FOR FISCAL YEAR 2015-16

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-13.

- 7.3 Consideration of a Professional Services Agreement between the City of Industry and Cartegraph Systems, Incorporated for Work Order Geographic Information System software

RECOMMENDED ACTION: Approve the Agreement.

- 7.4 Consideration of an agreement between the City of Industry and the Regional Government Services Authority for Human Resources and Risk Mitigation Services

RECOMMENDED ACTION: Approve the Agreement.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

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

12. Adjournment. Next regular meeting: Thursday, February 25, 2016 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 11, 2016**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,989,892.39
103	PROP A FUND	8,806.37
120	CAPITAL IMPROVEMENT FUND	98,675.73
140	CITY DEBT SERVICES	3,000.00
145	1998 REASSESSMENT IMPROVEMENT FUND	4,345.00
161	IPUC - ELECTRIC	252,933.19
440	IPFA FUND	2,500.00
TOTAL ALL FUNDS		3,360,152.68

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	803,509.02
PROP A	PROP A - CKING ACCOUNT	8,806.37
REF	REFUSE - CKING ACCOUNT	1,268,385.21
WFBK	WELLS FARGO - CKING ACCOUNT	1,279,452.08
TOTAL ALL BANKS		3,360,152.68

**CITY OF INDUSTRY
BANK OF AMERICA
February 11, 2016**

Check	Date			Payee Name	Check Amount
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91-1REDMPT.CHK - 98 Reassessment Improv Chking

171	01/22/2016			U.S. BANK	\$4,345.00
	Invoice	Date	Description		Amount
	4173642	12/24/2015	COI-ADMIN FEES FOR 1998 REVENUE BOND		\$4,345.00

CITYELEC.CHK - City Electric

1372	01/27/2016			CITY OF INDUSTRY	\$141,809.31
	Invoice	Date	Description		Amount
	1/27/16	01/27/2016	TRANSFER FUNDS-ELECTRIC		\$141,809.31

CITYGEN.CHK - City General

24296	01/21/2016			CITY OF INDUSTRY	\$589,683.98
	Invoice	Date	Description		Amount
	1/21/16-A	01/21/2016	TRANSFER FUNDS-SAVINGS		\$589,683.98
24297	01/21/2016			CITY OF INDUSTRY	\$628.98
	Invoice	Date	Description		Amount
	1/21/16-B	01/21/2016	TRANSFER FUNDS 91-1 ADMIN		\$628.98
24298	01/21/2016			CITY OF INDUSTRY	\$62,898.00
	Invoice	Date	Description		Amount
	1/21/16-C	01/21/2016	TRANSFER FUNDS 91-1 REDEMPTION		\$62,898.00

**CITY OF INDUSTRY
BANK OF AMERICA
February 11, 2016**

Check	Date	Payee Name	Check Amount
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PARKCIT.CHK - Parking Citation Checking

552	01/26/2016		LIN CHOW HONG/LIN SUE YUN	\$55.00
	Invoice	Date	Description	Amount
	1/26/16-A	01/26/2016	REFUND-CITATION #127056	\$55.00
<hr/>				
553	01/26/2016		SUPERIOR COURT OF CALIFORNIA,	\$3,600.50
	Invoice	Date	Description	Amount
	1/26/16-B	01/22/2016	PARKING CITATIONS REPORT FOR DEC 2015	\$3,600.50
<hr/>				
554	01/26/2016		TURBO DATA SYSTEMS, INC	\$488.25
	Invoice	Date	Description	Amount
	23813	12/31/2015	CITATION PROCESSING NOV/DEC 2015	\$488.25

Checks	Status	Count	Transaction Amount
	Total	8	\$803,509.02

**CITY OF INDUSTRY
PROP A
February 11, 2016**

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
11617	01/28/2016		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	2394342	01/01/2016	MO SVC-METROLINK	\$78.80
11618	01/28/2016		INDUSTRY SECURITY SERVICES	\$8,144.00
	Invoice	Date	Description	Amount
	14-16235	12/28/2015	SECURITY SVC-METROLINK	\$1,777.05
	14-16338	01/04/2016	SECURITY SVC-METROLINK	\$1,393.25
	14-16403	01/08/2016	SECURITY SVC-METROLINK	\$1,345.92
	14-16465	01/15/2016	SECURITY SVC-METROLINK	\$1,729.73
	14-16514	01/22/2016	SECURITY SVC-METROLINK	\$1,898.05
11619	01/28/2016		SO CAL INDUSTRIES	\$93.87
	Invoice	Date	Description	Amount
	210446	01/08/2016	RR RENTAL-METROLINK	\$93.87
11620	01/28/2016		SO CALIFORNIA EDISON COMPANY	\$344.18
	Invoice	Date	Description	Amount
	2016-00000908	01/21/2016	11/21-12/22/15 SVC-600 BREA CYN RD B	\$344.18
11621	01/28/2016		WALNUT VALLEY WATER DISTRICT	\$145.52
	Invoice	Date	Description	Amount
	2185372	01/12/2016	12/1-12/31/15 SVC-METROLINK STN-SPANISH LN	\$127.23
	2186253	01/13/2016	12/1-12/30/15 SVC-PLATFORM METROLINK	\$18.29

Checks	Status	Count	Transaction Amount
	Total	5	\$8,806.37

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 11, 2016**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT195	02/01/2016		CITY OF INDUSTRY DISPOSAL CO.	\$1,255,497.84
	Invoice	Date	Description	Amount
	2416104	02/01/2016	REFUSE SVC 1/1-1/31/16	\$1,255,497.84
4199	01/15/2016		TARGET ELECTRIC CONSTRUCTION	\$550.41
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #071974	\$550.41
4200	01/15/2016		HARVARD CARD SYSTEMS	\$448.16
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #078796	\$448.16
4201	01/15/2016		ROOF REMOVAL, INC.	\$461.50
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #045921	\$461.50
4202	01/15/2016		FENG CONSTRUCTION	\$0.61
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #076994	\$0.61
4203	01/15/2016		ROSE ENVIRONMENTAL	\$28.23
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #081054	\$28.23
4204	01/15/2016		CLARION CONSTRUCTION	\$1,357.92
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #082672	\$1,357.92
4205	01/15/2016		WHITEWAVE	\$6,720.89
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #000163	\$6,720.89

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 11, 2016**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
4206	01/15/2016		ATTWOOD CORPORATION	\$62.90
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #077691	\$62.90
4207	01/15/2016		LANDSCAPING BY MIKE	\$1.18
	Invoice	Date	Description	Amount
	10/15/16	01/15/2016	DEPOSIT REFUND-ACCT #074882	\$1.18
4208	01/15/2016		HBA ARCHITECTS	\$1,671.44
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	DEPOSIT REFUND-ACCT #074482	\$1,671.44
4209	01/15/2016		OLEM SHOES CORPORATION	\$103.73
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #075375	\$103.73
4210	01/15/2016		GARVEY ROOFING	\$33.11
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #087481	\$33.11
4211	01/15/2016		OMEGA WASTE	\$56.03
	Invoice	Date	Description	Amount
	1/15/16	01/15/2016	REFUND-ACCT #081620	\$56.03
4212	01/28/2016		JAIME CHEWING	\$963.02
	Invoice	Date	Description	Amount
	1/28/16	01/28/2016	REFUND-ACCT #068349	\$963.02
4213	01/28/2016		CITY OF INDUSTRY DISPOSAL CO.	\$428.24
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO REFUSE
February 11, 2016**

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
REFUSE - Refuse Account			
1/28/16	01/28/2016	REFUND-VVS ACCOUNTS	\$428.24

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	16	\$1,268,385.21

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63420	01/21/2016		STATE BOARD OF EQUALIZATION	\$822.54
	Invoice	Date	Description	Amount
	TK044-042837	01/21/2016	IH FUEL STORAGE TANK TAXES -ACCT #TK044-	\$822.54
63421	01/22/2016		CASSO & SPARKS, LLP	\$77,498.40
	Invoice	Date	Description	Amount
	20139	01/22/2016	COI-LEGAL SVC FOR SEP 2015	\$77,498.40
63422	01/27/2016		AT & T	\$229.16
	Invoice	Date	Description	Amount
	2016-00000868	01/17/2016	01/17-02/16/16 SVC - TONNER-RADIO	\$123.74
	2016-00000869	01/17/2016	01/17-02/16/16 SVC - TONNER-GUARD SHACK	\$105.42
63423	01/27/2016		BANK OF AMERICA - VISA	\$3,866.55
	Invoice	Date	Description	Amount
	2016-00000864	01/06/2016	12/7/15-1/6/16 AUTHORIZED REP	\$3,866.55
63424	01/27/2016		CITY OF CHINO HILL UTILITY	\$288.94
	Invoice	Date	Description	Amount
	2016-00000870	01/19/2016	12/08-01/14/16 SVC - 1550 RANCHO HILLS DR	\$288.94
63425	01/27/2016		GAS COMPANY, THE	\$45.79
	Invoice	Date	Description	Amount
	2016-00000871	01/21/2016	12/15-01/19/16 SVC - 610 S BREA CYN RD	\$45.79
63426	01/27/2016		SAN GABRIEL VALLEY WATER CO.	\$112.87
	Invoice	Date	Description	Amount
	2016-00000872	01/19/2016	12/16-01/15/16 SVC - 841 S SEVENTH	\$112.87
63427	01/27/2016		SO CALIFORNIA EDISON COMPANY	\$59,503.85
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000877	01/20/2016	12/17-01/19/16 SVC - 17635 GALE	\$1,511.73
	2016-00000878	01/20/2016	12/17-01/19/16 SVC - 1341 FULLERTON RD	\$43.63
	2016-00000879	01/21/2016	12/17-01/19/16 SVC - PECK RD S/O PELLISSIER	\$44.13
	841 7TH-JAN16	01/21/2016	12/17-01/19/16 SVC - 841 7TH AVE	\$519.35
	2016-00000880	01/21/2016	12/17-01/19/16 SVC - VARIOUS SITES	\$104.74
	2016-00000881	01/21/2016	12/17-01/19/16 SVC - VARIOUS SITES	\$1,574.50
	2016-00000882	01/21/2016	12/01-01/01/16 SVC - VARIOUS SITES	\$4,152.66
	2016-00000883	01/21/2016	12/17-01/19/16 SVC - VARIOUS SITES	\$2,850.00
	2016-00000884	01/21/2016	12/17-01/19/16 SVC - 15415 DON JULIAN RD	\$2,525.74
	2016-00000885	01/21/2016	11/30-01/19/16 SVC - VARIOUS SITES	\$3,192.60
	2016-00000886	01/21/2016	12/17-01/19/16 SVC - 15415 DON JULIAN RD	\$262.02
	2016-00000887	01/21/2016	12/17-01/19/16 SVC - VARIOUS SITES	\$3,529.48
	2016-00000888	01/21/2016	10/03/14-01/01/16 SVC - VARIOUS SITES	\$39,193.27
63428	01/27/2016		SO CALIFORNIA EDISON COMPANY	\$12,219.60
	Invoice	Date	Description	Amount
	7500609034	01/15/2016	12/01-12/31/15 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500609033	01/15/2016	12/01-12/31/15 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500609035	01/15/2016	12/01-12/31/15 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500609275	01/19/2016	12/01-12/31/15 SVC - 133 N. AZUSA AVE	\$1,901.61
63429	01/27/2016		VERIZON	\$415.22
	Invoice	Date	Description	Amount
	2016-00000873	01/10/2016	01/10-02/09/16 SVC - GENERATOR SITE-TELEMETRY	\$56.01
	2016-00000874	01/10/2016	01/10-02/09/16 SVC - GENERATOR SITE-TELEMETRY	\$148.02
	2016-00000875	01/16/2016	01/16-02/15/16 SVC - GENERATOR SITE-TELEMETRY	\$48.11
	2016-00000876	01/16/2016	01/16-02/15/16 SVC - PH AUTO PLAZA	\$163.08
63430	02/02/2016		GAS COMPANY, THE	\$297.59
	Invoice	Date	Description	Amount
	2016-00000917	01/28/2016	12/22-01/26/16 SVC - 15415 DON JULIAN RD	\$297.59

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63431	02/02/2016		INDUSTRY PUBLIC UTILITY	\$1,745.54
	Invoice	Date	Description	Amount
	2016-00000918	01/15/2016	12/10-01/10/16 SVC - 600 BREA CYN RD	\$1,745.54
63432	02/02/2016		SAN GABRIEL VALLEY WATER CO.	\$4,464.37
	Invoice	Date	Description	Amount
	2016-00000896	01/27/2016	12/28-01/26/16 SVC - PECK/UNION PACIFIC BRIDGE	\$285.29
	2016-00000897	01/27/2016	12/28-01/26/16 SVC - PELLISSIER	\$507.95
	2016-00000898	01/27/2016	12/28-01/26/16 SVC - PELLISSIER	\$170.06
	2016-00000899	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY NORTH	\$155.67
	2016-00000900	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY NORTH	\$175.43
	2016-00000901	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY NORTH	\$1,124.83
	2016-00000902	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY SOUTH	\$815.36
	2016-00000903	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY SOUTH	\$168.84
	2016-00000904	01/27/2016	12/28-01/26/16 SVC - CROSSROADS PKWY SOUTH	\$262.25
	2016-00000905	01/27/2016	12/28-01/26/16 SVC - IRRIG SALT LAKE/SEVENTH	\$186.52
	2016-00000906	01/27/2016	12/28-01/26/16 SVC - S/E COR OF PELLISSIER	\$416.99
	2016-00000907	01/27/2016	12/28-01/26/16 SVC - PELLISSIER	\$195.18
63433	02/02/2016		SO CALIFORNIA EDISON COMPANY	\$2,573.10
	Invoice	Date	Description	Amount
	2016-00000889	01/25/2016	12/22-01/23/16 SVC - 580 S BREA CYN	\$27.30
	2016-00000890	01/25/2016	12/22-01/23/16 SVC - 575 S BREA CYN	\$27.45
	2016-00000891	01/25/2016	12/22-01/23/16 SVC - 21380 VALLEY PED	\$97.71
	2016-00000893	01/27/2016	12/24-01/26/16 SVC - 17378 E GALE B	\$45.92
	2016-00000894	01/27/2016	12/24-01/26/16 SVC - 745 ANAHEIM PUENTE RD CP	\$98.16
	2016-00000895	01/27/2016	12/01-01/25/16 SVC - 600 S BREA CYN RD	\$115.33
	2016-00000919	01/28/2016	12/24-01/26/16 SVC - BREA CYN-VARIOUS SITES	\$1,286.12
	2016-00000920	01/29/2016	12/29-01/28/16 SVC - 137 N HUDSON AVE	\$283.28
	2016-00000921	01/30/2016	12/29-01/28/16 - 5010 ENGLISH RD	\$127.28

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000922	01/30/2016	12/29-01/28/16 SVC - 205 N HUDSON AVE	\$464.55
63434	02/02/2016		SO CALIFORNIA EDISON COMPANY	\$90.42
	Invoice	Date	Description	Amount
	2016-00000892	01/26/2016	12/23-01/25/16 SVC - 5010 ENGLISH RD	\$90.42
63435	02/02/2016		SUBURBAN WATER SYSTEMS	\$2,590.75
	Invoice	Date	Description	Amount
	180020948325	01/25/2016	12/23-01/23/16 SVC - AZUSA & GEMINI	\$2,555.47
	180011041617	01/25/2016	12/22-01/22/16 SVC - 205 HUDSON AVE	\$35.28
63436	02/02/2016		VERIZON	\$284.09
	Invoice	Date	Description	Amount
	2016-00000923	01/16/2016	01/16-02/15/16 SVC - BREA CYN PUMP STN	\$66.09
	2016-00000924	01/19/2016	01/19-02/18/16 SVC - FOLLOW'S CAMP	\$65.78
	2016-00000925	01/19/2016	01/19-02/18/16 SVC - ELECTRIC MODEM	\$56.01
	2016-00000926	01/19/2016	01/19-02/18/16 SVC - ELECTRIC MODEM	\$53.67
	2016-00000927	01/19/2016	01/19-02/18/16 SVC - GENERATOR SITE-TELEMETRY	\$42.54
63437	02/03/2016		D M V RENEWAL	\$554.00
	Invoice	Date	Description	Amount
	LIC 7EAL475	02/03/2016	REGISTRATION FEE FOR 2003 HONDA-VIN	\$554.00
63438	02/03/2016		D M V RENEWAL	\$20.00
	Invoice	Date	Description	Amount
	LIC # 8G22464	02/03/2016	DUPLICATE TITLE FEE FOR 2010 FORD-VIN	\$20.00
63439	02/11/2016		APPLIED METERING	\$810.23
	Invoice	Date	Description	Amount
	5361	01/15/2016	METER MAINT-DEC 2015	\$810.23

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63440	02/11/2016		AT & T	\$176.00
	Invoice	Date	Description	Amount
	0125330308	01/23/2016	12/19-01/18/16 SVC - METROLINK	\$176.00
63441	02/11/2016		AVANT-GARDE, INC	\$772.50
	Invoice	Date	Description	Amount
	3917	01/18/2016	PROJECT MGMT-AZUSA AVE BRIDGE	\$772.50
63442	02/11/2016		BUILT RITE FENCE COMPANY	\$6,470.00
	Invoice	Date	Description	Amount
	15514	12/30/2015	INSTALL CHAIN LINK FENCE-TONNER CYN	\$6,470.00
63443	02/11/2016		CASC ENGINEERING AND	\$13,892.00
	Invoice	Date	Description	Amount
	34958	12/31/2015	NPDES ENG SVC-FOLLOW'S CAMP	\$9,944.00
	34957	12/31/2015	NPDES ENG SVC-COI	\$3,948.00
63444	02/11/2016		CITY OF INDUSTRY-MEDICAL	\$211,000.00
	Invoice	Date	Description	Amount
	REG 2/11/16	02/03/2016	TRANSSFER FUNDS-MEDICAL	\$211,000.00
63445	02/11/2016		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R 1/31/16	01/29/2016	PAYROLL REIMBURSEMENT FOR 1/31/16	\$100,000.00
63446	02/11/2016		CNC ENGINEERING	\$167,368.58
	Invoice	Date	Description	Amount
	44338	01/28/2016	INDUSTRY 66KV ELECTRICAL FACILITY	\$1,301.68
	44339	01/28/2016	ON-CALL STREET MAINT PROGRAM	\$796.06
	44340	01/28/2016	GALE AVE STREET IMPROVEMENTS	\$39.22
	44341	01/28/2016	WALNUT DR SOUTH WIDENING	\$4,717.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
44342	01/28/2016	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$20,161.74
44343	01/28/2016	CLARK AVE WIDENING AND SIDEWALK	\$2,205.86
44344	01/28/2016	2015 CLEANOUT OF STORMWATER DEVICES	\$253.35
44345	01/28/2016	EMERGENCY CREEK AND ROADWAY REPAIRS-	\$2,423.16
44346	01/28/2016	GENERAL ENGINEERING SVC-CIP	\$43,774.07
44347	01/28/2016	GENERAL ENGINEERING SVC 1/11-1/24/16	\$38,803.73
44348	01/28/2016	TONNER CYN PROPERTY	\$3,765.12
44349	01/28/2016	PUENTE VALLEY OPERABLE UNIT GROUNDWATER	\$1,098.16
44350	01/28/2016	CITY ELECTRICAL FACILITIES	\$39.22
44351	01/28/2016	MAINT OF CITY HALL	\$627.52
44352	01/28/2016	MAINT OF THE IMC	\$283.55
44353	01/28/2016	HOMESTEAD MUSEUM MAINT	\$313.76
44354	01/28/2016	PUC RAILROAD SAFETY UPGRADE FOR FAIRWAY	\$235.32
44355	01/28/2016	GENERAL ENGINEERING AND MISC ITEMS-ELEC	\$1,138.97
44356	01/28/2016	OPERATION AND MAINT OF METRO PAKING LOT	\$3,227.71
44357	01/28/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$2,545.06
44358	01/28/2016	PROPERTY PURCHASE AND REDEVELOP-1135	\$7,831.81
44359	01/28/2016	LAUNDRY BLDG SETTLEMENT ISSUES	\$4,180.11
44360	01/28/2016	INDUSTRY HILLS FUEL TANK DISPENSING	\$313.76
44361	01/28/2016	PACIFIC PALMS REPAIRS TO PARKING LOT	\$156.88
44362	01/28/2016	PROPERTY MGMT FOR CITY OWNED PROPERTIES	\$2,538.48
44363	01/28/2016	205 HUDSON AVE-SHERIFF'S YAL OFFICES	\$1,887.08
44364	01/28/2016	VARIOUS ASSIGNMENTS - SA TO IUDA	\$6,603.47
44365	01/28/2016	CITY PROPERTY-110 ACRES SOUTH OF	\$886.69
44366	01/28/2016	METROLINK STATION/COMMUTER RAIL STATION	\$1,255.04
44367	01/28/2016	NELSON AVE AND PUENTE AVE INTERSECTION	\$760.02
44368	01/28/2016	BICYCLE MASTER PLAN	\$126.67
44369	01/28/2016	MAINT OF 1123 HATCHER AVE	\$1,990.68
44370	01/28/2016	ARENTH AVE RECONSTRUCTION	\$5,245.15
44371	01/28/2016	CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE	\$313.76
44373	01/28/2016	CIVIC FINANCIAL CTR PARKING LOT EXPANSION	\$1,013.37

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	44374	01/28/2016	PECK ROAD STORM DRAIN DEBRIS REMOVAL	\$313.76
	44375	01/28/2016	SURVEY OF MUNICIPALITIES	\$868.67
	44376	01/28/2016	FULLETON RD GRADE SEPARATION	\$1,255.04
	44377	01/28/2016	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,203.37
	44378	01/28/2016	FAIRWAY DR GRADE SEPARATION	\$549.08
	44372	01/28/2016	AMAR AND BALDWIN PARK BLVD	\$325.43
63447	02/11/2016		COUNTY OF LA DEPT OF PUBLIC	\$39,224.70
	Invoice	Date	Description	Amount
	PW-16010708193	01/07/2016	TRAFFIC SIGNAL MAINT	\$18,213.85
	PW-15102905134	10/29/2015	PAVEMENT PATCHING	\$320.81
	PW-16010707955	01/07/2016	TRAFFIC SIGNING	\$295.39
	PW-16010707946	01/07/2016	REPLACE PAVEMENT MARKINGS	\$199.15
	PW-16010707952	01/07/2016	EMERGENCY LANE CLOSURE	\$108.22
	PW-16010707978	01/07/2016	PAVEMENT MARKINGS	\$274.66
	PW-16010707953	01/07/2016	LITTER/DEBRIS REMOVAL	\$1,342.71
	PW-16010707951	01/07/2016	STREET MAINT/INSPECTION	\$2,651.83
	PW-16010707961	01/07/2016	TRAFFIC ENGINEERING SVC	\$2,098.60
	PW-16010707966	01/07/2016	PUMP HOUSE MAINT	\$4,891.03
	PW-16010707954	01/07/2016	PAVEMENT PATCHING	\$8,179.20
	PW-16010708012	01/07/2016	PAVEMENT MARKINGS	\$649.25
63448	02/11/2016		COUNTY OF LOS ANGELES	\$2,942.92
	Invoice	Date	Description	Amount
	1036M	12/31/2015	WEED ABATEMENT-VARIOUS SITES	\$2,942.92
63449	02/11/2016		DAKOTA BACKFLOW CO.	\$2,712.87
	Invoice	Date	Description	Amount
	37626	01/07/2016	EMERGENGY REPAIR-17723 GALE AVE	\$500.00
	37753	01/07/2016	ANNUAL TESTING-VARIOUS SITES	\$2,212.87

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63450	02/11/2016		DEPT OF TRANSPORTATION	\$982.04
	Invoice	Date	Description	Amount
	SL160479	01/14/2016	MAINT SIGNAL LIGHTS OCT-DEC 2015	\$982.04
63451	02/11/2016		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	4214	01/15/2016	PH AUTO DISPLAY-FEB 2016	\$1,763.00
63452	02/11/2016		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	20-3-01-16	01/31/2016	PROF SVC-JAN 2016	\$2,500.00
63453	02/11/2016		FRAZER, LLP	\$29,610.00
	Invoice	Date	Description	Amount
	141300	01/31/2016	COI-ACCTG SVC 1/16-1/31/16	\$29,610.00
63454	02/11/2016		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	0000023142	12/22/2015	INDUSTRY HILLS FUEL STN MAINT	\$150.00
63455	02/11/2016		GONSALVES & SON, JOE A.	\$5,000.00
	Invoice	Date	Description	Amount
	25858	01/20/2016	LEGISLATIVE SVC-FEB 2016	\$5,000.00
63456	02/11/2016		HADDICK'S AUTO BODY	\$5,361.82
	Invoice	Date	Description	Amount
	047636	01/18/2016	SMOG REPORTS	\$750.00
	047633	01/18/2016	AUTO MAINT-LIC 1320295	\$911.43
	047631	01/18/2016	AUTO MAINT-LIC 1356177	\$242.12
	047630	01/18/2016	AUTO MAINT-LIC 1279616	\$63.08
	047629	01/18/2016	AUTO MAINT-LIC 6UBX655	\$69.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	047628	01/18/2016	AUTO MAINT-LIC 1166174	\$69.00
	047627	01/18/2016	AUTO MAINT-LIC 5HJT180	\$132.08
	047626	01/18/2016	AUTO MAINT-LIC 1347776	\$516.34
	047625	01/18/2016	AUTO MAINT-LIC 1198606	\$127.51
	047624	01/18/2016	AUTO MAINT-LIC 1379549	\$127.51
	047623	01/18/2016	AUTO MAINT-LIC 29260E1	\$2,028.39
	047621	01/18/2016	AUTO MAINT-LIC 8G22464	\$127.51
	047619	01/18/2016	AUTO MAINT-LIC 6PKM569	\$143.92
	047616	01/18/2016	AUTO MAINT-LIC 1094930	\$53.93
63457	02/11/2016		INDUSTRY SECURITY SERVICES	\$39,368.13
	Invoice	Date	Description	Amount
	14-16589	01/29/2016	SECURITY SVC 1/22-1/28/16	\$16,978.84
	14-16591	01/29/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-16501	01/22/2016	SECURITY SVC 1/15-1/21/16	\$17,846.73
	14-16512	01/22/2016	SECURITY SVC-TRES HERMANOS	\$2,355.44
63458	02/11/2016		INTERTIE	\$9,412.50
	Invoice	Date	Description	Amount
	1682	01/21/2016	ENERGY CONSULTING-METRO SOLAR	\$9,412.50
63459	02/11/2016		JAMES, BRIAN	\$65.00
	Invoice	Date	Description	Amount
	1/27/16	01/27/2016	REIMBURSE FOR SEMINAR ON WIRELESS	\$65.00
63460	02/11/2016		JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount
	173756	01/01/2016	SVC-HOMESTEAD	\$580.00
63461	02/11/2016		KLEINFELDER, INC.	\$10,017.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	001092208	01/20/2016	GEO STUDY-PACIFIC PALMS LAUNDRY PAVEMENT	\$10,017.50
63462	02/11/2016		L A COUNTY DEPT OF PUBLIC	\$3,424.47
	Invoice	Date	Description	Amount
	IN160000563	01/25/2016	ACCIDENT-CALIFORNIA @ NELSON AVE	\$2,129.67
	IN160000564	01/25/2016	ACCIDENT-HATCHER @ RAILROAD ST	\$347.41
	IN160000570	01/25/2016	ACCIDENT-TEMPLE @ VINELAND	\$947.39
63463	02/11/2016		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP15-15	01/29/2016	FEE-NOTICE OF INTENT FOR DP 15-15	\$75.00
63464	02/11/2016		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP15-14/ZE15-4-A	01/27/2016	FEE-NOTICE OF DETERMINATION FOR DP15-14,ZE15-	\$75.00
63465	02/11/2016		L A COUNTY REGISTRAR-	\$2,210.25
	Invoice	Date	Description	Amount
	DP15-14/ZE15-4-B	01/27/2016	FEE DUE TO FISH AND GAME FEES	\$2,210.25
63466	02/11/2016		LA PUENTE VALLEY COUNTY	\$285.43
	Invoice	Date	Description	Amount
	BS; 01/16	01/27/2016	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.43
63467	02/11/2016		LEIGHTON CONSULTING INC	\$1,615.00
	Invoice	Date	Description	Amount
	21665	01/11/2016	GEO TESTING-FOLLOW'S CAMP	\$1,615.00
63468	02/11/2016		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	199	01/31/2016	JANITORIAL SVC-CITY HALL	\$5,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	201	01/31/2016	JANITORIAL SVC-IMC	\$1,467.00
	200	01/31/2016	JANITORIAL SVC-FIRE STATION	\$1,815.00
63469	02/11/2016		PACIFIC RESTORATION GROUP, INC.	\$5,063.50
	Invoice	Date	Description	Amount
	15022-1	12/18/2015	INSTALL DESILTING MEASURES-FOLLOW'S CAMP	\$5,063.50
63470	02/11/2016		PHILIPS, PAUL J.	\$3,849.16
	Invoice	Date	Description	Amount
	1/23/16	01/23/2016	REIMBURSE FOR TRAVEL EXPENSES-PHILIPS,	\$389.11
	1/16/16	01/16/2016	REIMBURSE FOR TRAVEL EXPENSES-ANNUAL	\$3,245.59
	1/16/16-A	01/16/2016	REIMBURSE FOR EXPENSES-LUNCH MEETINGS	\$162.05
	02/01/16	02/01/2016	REIMBURSE FOR EXPENSES-LUNCH MEETINGS	\$52.41
63471	02/11/2016		QUINN COMPANY	\$539.28
	Invoice	Date	Description	Amount
	PC810728957	01/18/2016	PARTS FOR ESCAVATOR	\$539.28
63472	02/11/2016		RICOH USA, INC.	\$967.30
	Invoice	Date	Description	Amount
	5040027862	01/14/2016	METER READING	\$24.52
	5040064264	01/17/2016	METER READING	\$942.78
63473	02/11/2016		ROWLAND WATER DISTRICT	\$1,560.15
	Invoice	Date	Description	Amount
	2016-00000928	01/27/2016	12/14-01/15/16 SVC- 1100 AZUSA AVE	\$152.66
	2016-00000929	01/27/2016	12/15-01/19/16 SVC- 17217 & 17229 CHESTNUT - IRR	\$114.23
	1123HATCH-JAN16	01/27/2016	12/15-01/19/16 SVC- 1123C HATCHER ST	\$131.63
	1135HATCH-JAN16	01/27/2016	12/15-01/19/16 SVC- 1135 HATCHER ST	\$56.23
	1123DHATCH-JAN16	01/27/2016	12/15-01/19/16 SVC- 1123D HATCHER ST	\$64.93
	2016-00000930	01/27/2016	12/15-01/19/16 SVC- AZUSA AVE (RC)	\$59.99

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000931	01/27/2016	12/15-01/19/16 SVC- 755 NOGALES (RC)	\$108.14
	2016-00000932	01/27/2016	12/14-01/19/16 SVC- AZUSA AVE - CENTER	\$64.93
	2016-00000933	01/27/2016	12/14-01/19/16 SVC- AZUSA AVE 205597	\$99.73
	2016-00000934	01/27/2016	12/15-01/19/16 SVC- 930 AZUSA AVE	\$214.25
	2016-00000935	01/27/2016	12/15-01/19/16 SVC- 17401 VALLEY BLVD	\$133.05
	2016-00000936	01/27/2016	12/15-01/19/16 SVC- 18044 ROWLAND-LAWSON	\$122.93
	2016-00000937	01/27/2016	12/15-01/19/16 SVC- HURLEY ST & VALLEY	\$237.45
63474	02/11/2016		SAN GABRIEL VALLEY NEWSPAPER	\$2,185.20
	Invoice	Date	Description	Amount
	0010752849	12/30/2015	NOTICE OF PUBLIC HEARING	\$335.68
	0010752867	12/30/2015	REQUEST FOR PROPOSALS-OPERATION/MAINT	\$230.80
	0010752856	12/30/2015	NOTICE OF PUBLIC HEARING	\$341.20
	0010750103	12/28/2015	NOTICE REQUESTING STMT OF QUALIFICATIONS-	\$506.80
	0010752863	12/30/2015	NOTICE OF PUBLIC HEARING	\$374.32
	0010761913-01	01/14/2016	SUMMARY OF ORDINANCE #793	\$396.40
63475	02/11/2016		SAN GABRIEL VALLEY WATER	\$995.47
	Invoice	Date	Description	Amount
	01/04/2016	01/04/2016	DUES/ASSESSMENTS FY 14/15	\$995.47
63476	02/11/2016		SATSUMA LANDSCAPE & MAINT.	\$144,829.55
	Invoice	Date	Description	Amount
	0116TACH	01/27/2016	LANDSCAPE SVC-JAN 2016	\$109,904.55
	0116CHTA	01/27/2016	LANDSCAPE SVC-VARIOUS SITES	\$34,925.00
63477	02/11/2016		SHELL ENERGY NORTH AMERICA-	\$80,400.00
	Invoice	Date	Description	Amount
	1576255	02/03/2016	WHOLESALE USE-JAN 2016	\$80,400.00
63478	02/11/2016		SHERWIN-WILLIAMS	\$433.82

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3671-1	01/12/2016	PAINT SUPPLIES	\$433.82
63479	02/11/2016		SO CAL INDUSTRIES	\$268.70
	Invoice	Date	Description	Amount
	211191	01/13/2016	RR RENTAL-TONNER CYN/57 FWY	\$84.90
	210447	01/08/2016	RR RENTAL-TONNER CYN/GRAND AVE	\$93.87
	210448	01/08/2016	FENCE RENTAL-INDUSTRY HILLS	\$89.93
63480	02/11/2016		SOUTH COAST A.Q.M.D.	\$1,161.06
	Invoice	Date	Description	Amount
	2903689	01/05/2016	FLAT FEE EMISSIONS-INDUSTRY HILLS	\$121.44
	2902570	01/05/2016	ICE EM FLOOD CONTROL-INDUSTRY HILLS	\$1,039.62
63481	02/11/2016		SQUARE ROOT GOLF &	\$181,074.10
	Invoice	Date	Description	Amount
	1208ELHM-1	01/28/2016	LANDSCAPE SVC-JAN 2016	\$42,883.72
	1209H	01/28/2016	LANDSCAPE SVC-JAN 2016	\$120,223.38
	1207ELHM	01/28/2016	LANDSCAPE SVC-JAN 2016	\$17,967.00
63482	02/11/2016		STANTEC ARCHITECTURE, INC.	\$2,900.00
	Invoice	Date	Description	Amount
	01/28/16	01/28/2016	REFUND-ENVIRONMENTAL REVIEW DEPOSIT AND	\$2,900.00
63483	02/11/2016		STAPLES BUSINESS ADVANTAGE	\$1,592.99
	Invoice	Date	Description	Amount
	8037638420	01/16/2016	OFFICE SUPPLIES	\$513.00
	8037728437	01/23/2016	OFFICE SUPPLIES	\$1,079.99
63484	02/11/2016		STAPLES CREDIT PLAN	\$304.55
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	40354	01/15/2016	OFFICE SUPPLIES	\$66.18
	54661	01/10/2016	OFFICE SUPPLIES	\$238.37
63485	02/11/2016		STATE COMPENSATION INS. FUND	\$2,728.83
	Invoice	Date	Description	Amount
	FEBRUARY 2016	02/01/2016	PREMIUM FOR 2/1-3/1/16	\$2,728.83
63486	02/11/2016		THEE BEST ROOTER & PLUMBING	\$173.98
	Invoice	Date	Description	Amount
	4817	01/24/2016	REPAIR WATER HEATER-IMC	\$173.98
63487	02/11/2016		THOMSON REUTERS - WEST	\$6,303.11
	Invoice	Date	Description	Amount
	833305677	01/04/2016	CLAIF CODED BOOKS	\$6,303.11
63488	02/11/2016		U.S. BANK	\$5,500.00
	Invoice	Date	Description	Amount
	4033043	07/15/2015	COI-ADMIN FEES FOR REFUNDING DEPOSITORY	\$3,000.00
	4032956	07/15/2015	PFA-ADMIN FEES FOR OVERRIDE FUNDS	\$2,500.00
63489	02/11/2016		VANGUARD CLEANING SYSTEMS,	\$925.00
	Invoice	Date	Description	Amount
	17470	02/01/2016	JANITORIAL SVC-FEB 2016	\$925.00
63490	02/11/2016		VERIZON	\$112.61
	Invoice	Date	Description	Amount
	2016-00000938	01/22/2016	01/22-02/21/16 SVC - GENERATOR SITE-TELEMETRY	\$58.94
	2016-00000939	01/22/2016	01/22-02/21/16 SVC - ELECTRIC MODEM	\$53.67
63491	02/11/2016		WALNUT VALLEY WATER DISTRICT	\$400.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 11, 2016**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
	ARINV0293	01/28/2016 ANNUAL RENT-COMMUNICATION SITE FOR 2016	\$400.00
63492	02/11/2016	WEATHERITE SERVICE	\$914.00
	Invoice	Date Description	Amount
	L165599	01/08/2016 A/C MAINT-IMC	\$152.00
	L165792	01/19/2016 A/C MAINT-15660 STAFFORD/15559 RAUSCH	\$370.00
	L165783	01/19/2016 A/C MAINT-IMC	\$392.00

Checks	Status	Count	Transaction Amount
	Total	73	\$1,279,452.08

CITY COUNCIL

ITEM NO. 5.2

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 2007, 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

EXHIBIT A

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

CITY OF INDUSTRY, a municipal corporation
"City"

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

_____, 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:

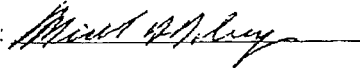
APN: 8264-025-002
LOCATION: Azusa Blvd & Railroad Street N.E.

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.

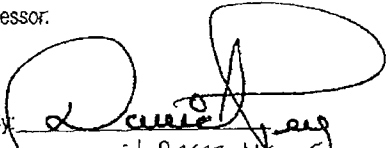
M&P OUTDOOR ADVERTISING, LLC

42 Via Paradiso
Henderson, Nevada 89011
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

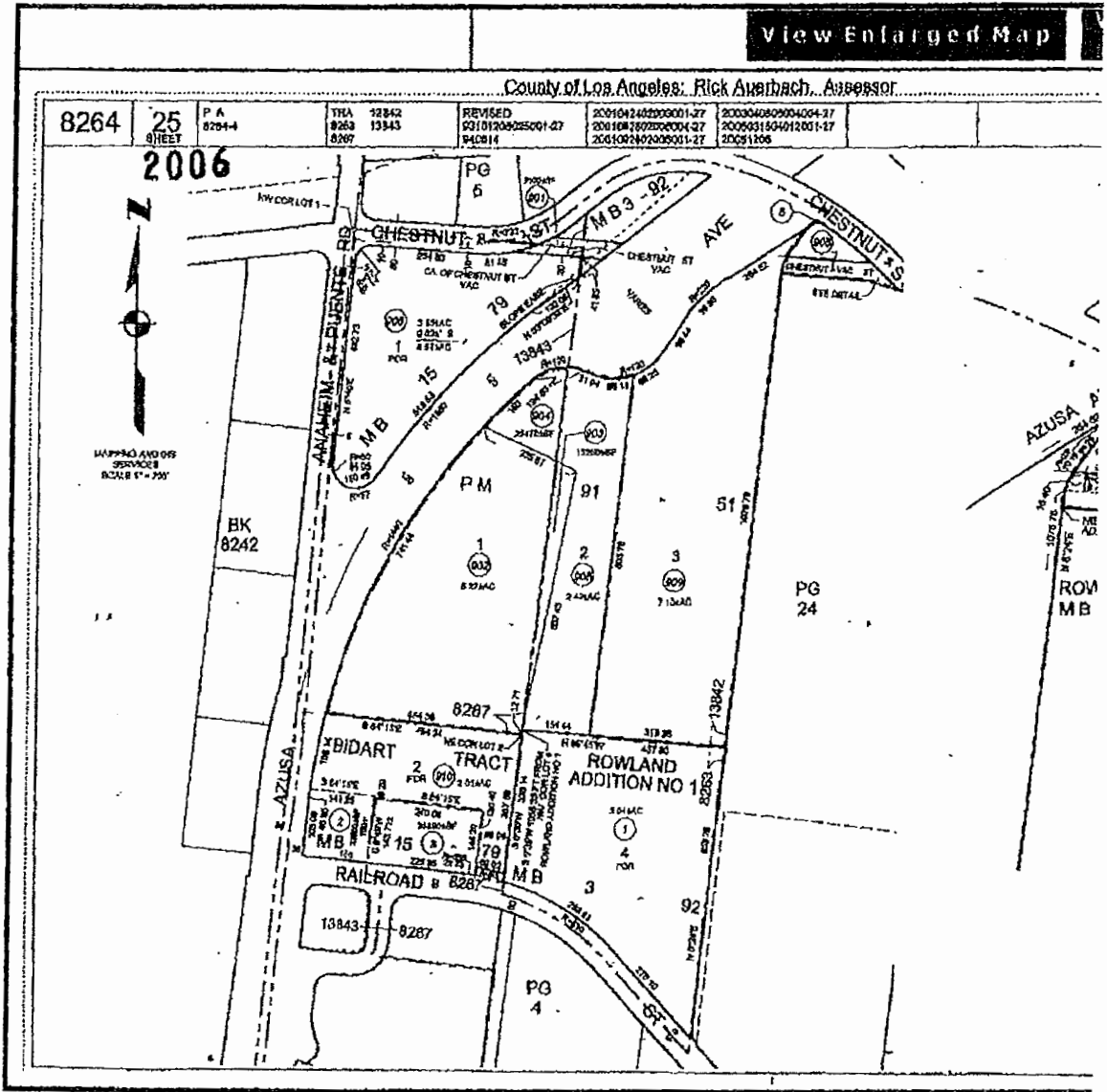
Accepted: M&P Outdoor Advertising, LLC
a California Limited Liability Company

By: 

Lessor.

By: 
Name: David Perez, Mayor
Address:

CITY OF INDUSTRY
P.O. Box 3366
City of Industry, CA 91744



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:

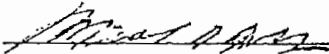
at its option either reduce rental in direct proportion to the diminution in value.

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.

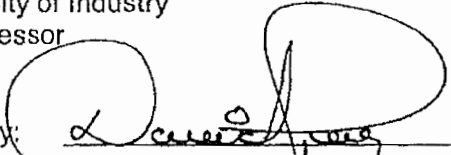
Accepted:

M & P Outdoor Advertising, LLC
Lessee

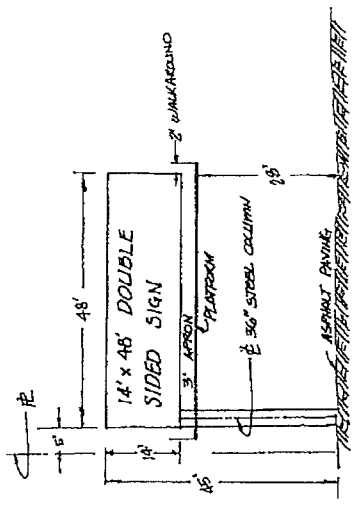
By: 

Date: 2/2/07

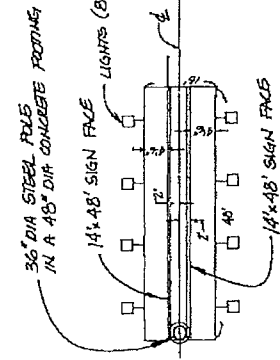
City of Industry
Lessor

By: 

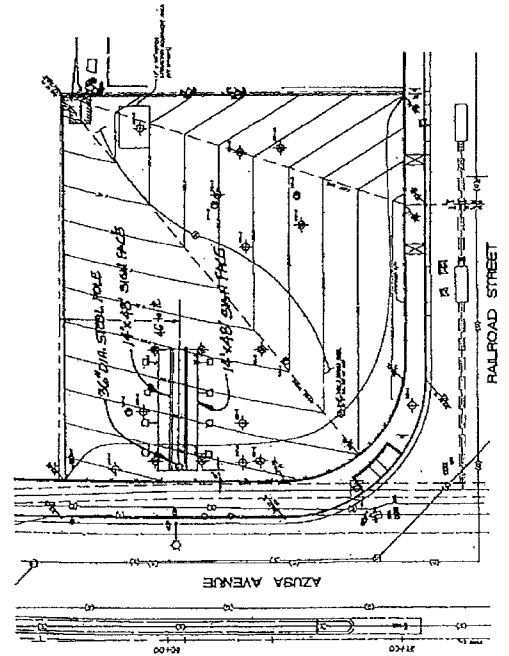
Date: JAN 25 2007



SIGN ELEVATION
Scale: 1" = 10'



SIGN DETAIL
Scale: 1" = 48'



SITE PLAN
Scale: 1" = 20'

PROPERTY ADDRESS:
842 Azusa Avenue
City of Industry, CA. 91744

PLOT PLAN

NO.	DATE	REVISIONS	SCALE

NOTE:
This plan showing the proposed asphalt paving over this parcel was prepared by CNC Engineering certified "Parking Lot Consulting Firm" dated June 2006. It shows the approximate location of the existing groundwater monitoring wells. Their exact location should be verified.

JOB NO.: SHEET NO. OF

CITY COUNCIL

ITEM NO. 5.3



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: February 11, 2016
SUBJECT: Investment Management Services

Staff has been working to expand the City's Investment Management and Advisory Services. Attached is a portion of the proposal from Diversified Securities, Inc., in conjunction with Advantus Capital Management. The balance of the lengthy proposal is available for review by the Council and the public at any time.

Working with Diversified Securities, Inc., and Advantus Capital Management presents the following benefits to the City's investment portfolio:

- Diversified Securities, Inc., is a well-respected and professionally administered company;
- Diversified Securities, Inc., maintains a local office;
- Diversified Securities, Inc., and Advantus Capital Management have proposed fees that are very competitive and will provide the City with an ongoing savings;
- Diversified Securities, Inc., and Advantus Capital Management have been fully briefed on the current Statement of Investment Policy (attached), as well as the requirement by our City Treasurer that we maintain a qualified Custodian as another level of security.

IT IS RECOMMENDED that the City Manager, City Treasurer, and City Attorney be authorized to enter into an Investment Management Services Agreement with Diversified Securities, Inc., and Advantus Capital Management.

Request for Proposals



**City of Industry
Diversified Securities Inc.**

Investment Management Services



**(626) 919-3456
(800) 365-7749
FAX (626) 919-6127**

ALBERT MARINO, Ed.D.
Managing Partner,
DSI Financial Group

DIVERSIFIED SECURITIES, INC.

1000 Lakes Drive, Suite 420, West Covina, CA 91790
Email: amarino@divsecs.com
<http://www.divsecs.com>

CA.INS. LIC# 0A07220

1) PROPOSAL QUESTIONS

A response must be given to each of the questions in this Request for Proposal. Answers should be concise and complete and provided in the order given.

A) ORGANIZATION and PERSONNEL

1. Describe your organization; date founded and brief history, ownership web-site, and any other business affiliations. Does the firm have an office in Minnesota? Is the firm registered as an Investment Adviser in Minnesota?

Advantus Capital Management, Inc. is a SEC registered investment adviser based in St. Paul, Minnesota. Advantus is an institutional asset management firm valued for powerful insights into fixed income and specialty equity investing. As of September 30th, 2015 Advantus managed \$32.5 billion in assets. The majority of our assets (75.4%) represent our fixed income expertise. Averaging more than 19 years of experience, investment professionals use a collaborative, bottom-up approach, combined with hands-on experience to identify attractive investment opportunities in a team approach.

Advantus Capital Management began its 135-year history in 1880 as the investment department of Minnesota Mutual Life Insurance Company (now Minnesota Life Insurance Company) and was officially established as a subsidiary in June 1984.

Advantus is a wholly-owned subsidiary of Securian Financial Group. Advantus is the sister company to Minnesota Life Insurance Company, Securian Trust Company and Securian Financial Services.

Yes, our entire asset management organization, including portfolio management, research, trading, compliance/legal, operations functions and client servicing is located in St. Paul, Minnesota.

Yes, Advantus is an SEC registered investment adviser and files the appropriate documentation with the state of Minnesota each year.

The website address for Advantus is www.advantuscapital.com.

2. Provide the firm's ADV Parts I and II and brochure.

Please refer to Tab II for Advantus' ADV Parts 1 and 2A and brochure supplements for the portfolio managers who will be working on your account.

3. Describe your firm's commitment to servicing the public sector.

Advantus has been committed to servicing the public sector for over 30 years. That commitment was expanded in 2014 when Advantus acquired NorthShore Advisors LLC, an asset management firm located in Bloomington, MN. The acquisition added many strong Minnesota public sector clients, a market where Advantus wants to continue to build on the success both firms have achieved.

Jane Wyatt, CFA, a co-founder of NorthShore Advisors, joined Advantus as client portfolio manager, to manage client relationships and contribute as a key member of the Advantus Fixed Income team.

4. Describe your firm's revenue sources. Categorize between retail and institutional accounts and denote governmental assets in separately managed portfolios.

Advantus' primary source of revenue is the fees received from providing traditional investment advisory services to our institutional and retail mutual fund clients. Advantus received 68% of its revenue from institutional clients and 32% of its revenue from providing investment management advisory services to mutual fund clients as of September 30, 2015.

5. Describe all other business affiliations (e.g., subsidiaries, joint ventures, soft dollars arrangements with brokers)

As previously mentioned, Advantus is a wholly-owned subsidiary of Securian Financial Group. Advantus is the sister company to Minnesota Life Insurance Company, Securian Trust Company and Securian Financial Services, a broker-dealer.

Advantus does not utilize formal soft dollar arrangements in the management of any fixed income strategy.

6. Describe any SEC censure or litigation involving your firm or its employees in the last five years.

Advantus has not experienced any SEC censure or been involved in any SEC litigation involving our firm or our employees in the last five years.

7. What distinguishes your firm from other firms?

Advantus is owned by Securian Financial Group, which is part of a mutual holding company structure; it is ultimately owned by insurance policy holders. This is a very different structure than a public company. With this structure, we have no external shareholders and can focus solely on meeting the needs of our clients and long term results of their portfolios.

In addition, the degree of security-specific focus provides our client base with the following distinct advantages:

Portfolio Management/Research

- Advantus de-emphasizes broad interest rate risk in portfolio construction.
- Portfolio management team is focused on adding value and maximizing returns in a risk and reward trade-off process, among the universe of eligible securities.
- Rigorous research is independently organized to focus primarily on sector/security-specific opportunities concentrating on yield and spread.
- Significant experience employing this process in several economic, interest rate and credit cycles.

Risk Management

- Risk is first assessed and managed at the individual security level. We don't invest in securities with poor fundamental prospects.
- Advantus investment professionals utilize multiple proprietary tools and systems which enhance their ability to identify opportunities with attractive risks while avoiding those we believe presenting unwarranted risk.
- Our fundamental security focus is blended with quantitative portfolio risk models to evaluate the security and sector positions that we believe will achieve the highest reward/risk relationship.

Size and Long-term Approach

- Large enough: Advantus has the resources and scale to gain instant access to market information and deal flow, hire and retain talented investment professionals and employ state of the art technology including proprietary systems that support our investment style.
- Small enough: The strategy invests in opportunities and securities for our clients that are many times avoided by larger firms unable to meaningfully spread issuance across their client base. Additionally, we are small enough to remain nimble in portfolio repositioning within changing market environments.
- Our size allows us to customize portfolios to meet the specific needs and goals of our clients. The client comes first at Advantus and we believe you will receive further service enhancements due to our unique size, resources and local Minnesota presence.
- Being a mutual company, which is very different than a public company, allows us to take a long-term view for our clients and their portfolios.

Please refer to Tab III for the Securian Financial Group Annual Report.

8. Within your firm, identify the number of key personnel committed to the public sector accounts and their credentials. Identify the key person(s) and their background who will take the most active role in the management of the City assets.

Jane Wyatt, Vice President & Client Portfolio Manager will be the lead professional among a team involved in the management and administration of the portfolio. Jane will be responsible for investment decisions as they relate to the city's portfolio. Tom Houghton, Vice President and Portfolio Manager and David Land, Vice President and Portfolio Manager will work closely with Jane to manage the City's portfolio. We manage all Advantus Total Return Fixed Income client assignments as a team.

Jane works with a deep and experienced client service team which is led by Linda Sauber, Vice President, Director of Client Service. A client service specialist is assigned to each client, who actively works with the client to make sure the flow of information regarding cash, corporate actions, specific security trades and tailored reports are meeting the client's needs in a timely and accurate manner.

Erica Bergsland, Director of Research and Trading, manages the fixed income research analyst group. The group is responsible for fundamental industry and company analysis, and specific trade recommendations. The group covers public corporate bonds, municipal bonds, private placements, mortgage-backed securities and asset-backed securities. She also oversees Advantus trading activities. Erica has over 20 years of research experience, with expertise in both structured finance and corporate bonds.

Key Personnel (as of 9/30/15):

Name	Title/Responsibility	Industry	Firm	Education	
Jane Wyatt, CFA	Vice President and Portfolio Manager	39 yrs.	2 yrs.	BA	Smith College
Tom Houghton, CFA	Vice President and Portfolio Manager	22 yrs.	19 yrs.	MBA BS	University of Minnesota University of Minnesota
David Land, CFA	Vice President and Portfolio Manager	25 yrs.	14 yrs.	MBA BA	University of Cincinnati Thomas More College
Erica Bergsland, CFA	Vice President, Director – Research & Trading	33 yrs.	22 yrs.	MBA BA	University of Minnesota University of Wisconsin
Jon Thompson, CFA	Vice President, Structured Finance	18 yrs.	18 yrs.	BA	Concordia College
Steve Moen	Vice President, Business Development	29 yrs.	3 yrs.	MBA BS	University of Minnesota University of Minnesota
Linda Sauber	Vice President, Director of Client Service	27 yrs.	21 yrs.	MBA BA	University of St. Thomas Augsburg College
John Messing, CFA	Senior Relationship Manager	15 yrs.	15 yrs.	BA	University of St. Thomas
Miranda Gudmundson	Client Service Analyst	10 yrs.	2 yrs.	BA	Macalester College

9. Provide biographical information on investment professionals within your firm that will be involved in the decision making process for the City's portfolio.

Please refer to Tab IV for biographical information on Advantus investment professionals involved in the decision making process for the City's portfolio.

10. What efforts does your firm make to keep portfolio managers informed of developments relevant to government entities?

Advantus professionals have considerable experience managing assets for municipalities and recognize the importance of understanding the issues around the management of public funds. Investment professionals stay abreast of industry changes by attending investment conferences, reading municipal specific publications and daily conversations with other industry professionals. We strive to keep apprised of statutory and legislative changes that relate to the investment of public funds and communicate any changes to all staff.

Advantus believes that communicating regularly with our clients is one of the best ways to stay on top of issues related to the investment of public funds. As issues arise, they are recorded into our customer relationship management system for easy reference. This history helps ensure that we not only understand, but also meet each of our client's unique needs.

11. Describe your firm's compensation policies for investment professionals.

There are three primary elements that constitute the compensation system for Advantus investment professionals. These include a base salary, an annual bonus plan and a long-term incentive plan. Portfolio managers have an additional financial incentive through participation in a revenue sharing plan. Finally, all Advantus associates are eligible to participate in a company sponsored 401(k) plan, a profit sharing plan and a defined benefit plan.

The base salary and annual bonus elements involve all investment professionals. The base salary is targeted to be competitive with peers in the industry.

The annual bonus plan (which varies based on position but range between 0-200 percent of target) is based on the ability of investment professionals to meet predetermined goals. Of the total goal, approximately 60 - 80 percent is based on investment performance versus an appropriate benchmark and peer group, and the remainder is based on fulfillment of position duties.

The long-term incentive plan involves senior research analysts, portfolio managers and senior officers of the firm. Approximately 20 percent of the total variable compensation amount earned by professionals is invested in the plan, which has a four-year vesting schedule. The plan goals reflect Advantus strategic business objectives of performance, sales, profitability and service.

Finally, the revenue sharing plan for portfolio managers is based on a percentage of the revenue generated from the management of assets for external clients. Therefore, ultimately client satisfaction and achieving our client objectives is aligned within our associate incentive compensation program.

Taking into account the entire compensation package, our target is for the investment professionals at Advantus to be remunerated in the top half of the industry. Along with the compensation plan, an outstanding ethical and entrepreneurial work environment is present at Advantus. This allows us to continue to attract and retain outstanding talent from around the industry.

12. Describe your firm’s policy on soft dollar arrangements.

As previously mentioned, Advantus does not utilize soft dollars in the management of any fixed income strategy.

13. Summarize the errors and omissions and liability insurance coverage of the firm.

Advantus has the following insurance coverage in place that may provide coverage depending on client type:

Type of Insurance	Insurance Carrier	Amount of Coverage	Deductible
Fiduciary Liability	Chubb/QBE/Travelers	\$20 million	\$100,000 for indemnifiable losses, \$0 for non-indemnifiable losses
Fidelity Bond (Form 25)	Chubb/Beazley	\$15 / \$30 million (each / aggregate) Agents - \$3 million sublimit	\$250,000 Agents - \$250,000
Investment Company Asset Protection (ICAP) Bond	Great American	\$2 million	\$50,000
Professional Liability (E&O) Coverage	Brown & Brown of CA, Inc.	\$5.0 million	\$250,000

14. Identify the number of investment professionals employed by your firm, by classification. Specify the average number of accounts handled by portfolio managers.

A total of 45 Investment professionals at Advantus are classified as follows (as of 9/30/15):

Type of Investment Professionals	Number of Investment Professionals
Portfolio Managers	15
Research Analysts	20
Quantitative Analysts	6
Traders	4

Advantus' portfolio managers have a select number of client portfolios for which they are responsible. The Total Return Fixed Income Portfolio Management team typically manages 10 portfolios each, which are carefully monitored to ensure a balance between client service, portfolio complexity and required activity.

If the City of Industry decides to retain Advantus, Jane Wyatt will be the lead portfolio manager on the account. She is supported by a deep and experienced team that is aligned with your specific needs and objectives. Advantus' attentiveness to our clients and their portfolios is best evidenced by our client retention record—100% retention for both 2013 and 2014.

15. Provide a five-year history of professionals gained and lost by classification listed above. Explain any key changes to personnel during that time period.

Employees Gained:

Name	Title	Date
Chris Gudmastad	Senior Investment Officer—Private Placements	8/2015
Michael Samuel	Investment Officer – Commercial Mortgage	4/2015
Katie Brisson	Investment Performance Analyst	4/2015
Jane Wyatt	Vice President and Client Portfolio Relationship Manager	5/2014
Blair Sargent	Junior Private Placement Analyst	1/2014
Matt Richmond	Vice President and Portfolio Manager	12/2013
Jeremy Gogos	Quantitative Analyst	5/2013
Rich Krueger	Vice President, Commercial Mortgages	10/2010
Allen Stoltman	Investment Officer – Private Placements	9/2010
Dan Henken	Associate Investment Officer – Corporate Bonds	8/2010

Employees Lost:

Name	Title	Date	Reason
Janahan Rajaratnum	Investment Performance Analyst	3/2015	Resigned
Randy Harrison	Portfolio Manager	3/2015	Resigned
Jim Geiger	Fixed Income Private Placements	1/2015	Terminated
Dean Di Bias	Portfolio Manager	3/2013	Resigned
Jim Tobin	Senior Private Placement Analyst	12/2010	Retired
Marilyn Froelich	Portfolio Manager	12/2010	Retired
Kathy Parker	Portfolio Manager	8/2010	Retired

Additionally, Chris Sebald was promoted from Chief Investment Officer and Executive Vice President to Chief Investment Officer and President of Advantus in October 2012.

Identify the size and key personnel of your staff committed to the public sector, along with their credentials.

Name	Title/Responsibility	Industry	Firm	Education	
Jane Wyatt, CFA	Vice President and Portfolio Manager	39 yrs.	2 yrs.	BA	Smith College
Tom Houghton, CFA	Vice President and Portfolio Manager	22 yrs.	19 yrs.	MBA BS	University of Minnesota University of Minnesota
David Land, CFA	Vice President and Portfolio Manager	25 yrs.	14 yrs.	MBA BA	University of Cincinnati Thomas More College
Erica Bergsland, CFA	Vice President, Director – Research & Trading	33 yrs.	22 yrs.	MBA BA	University of Minnesota University of Wisconsin
Jon Thompson, CFA	Vice President, Structured Finance	18 yrs.	18 yrs.	BA	Concordia College
Steve Moen	Vice President, Business Development	29 yrs.	3 yrs.	MBA BS	University of Minnesota University of Minnesota
Linda Sauber	Vice President, Director of Client Service	27 yrs.	21 yrs.	MBA BA	University of St. Thomas Augsburg College
John Messing, CFA	Senior Relationship Manager	15 yrs.	15 yrs.	BA	University of St. Thomas
Miranda Gudmundson	Client Service Analyst	10 yrs.	2 yrs.	BA	Macalester College

Please refer to Tab IV for credentials of key personnel committed to the public sector.

B. INVESTMENT MANAGEMENT APPROACH AND PHILOSOPHY

1. Describe your firm's risk management philosophy and investment style.

Risk analysis and control at the security level

At Advantus, managing risk for the City of Industry's portfolio starts at the sector and security level. We employ well-defined procedures to identify and evaluate risk for each security and monitor portfolios for adherence to risk guidelines and operating limits. Our fundamental security risk evaluation methods parallel our investment assessment techniques and begin with a relative value assessment of both return and risk. We evaluate and identify risk in individual securities based on:

1. Structure of the security
2. Embedded options
3. Position on the yield curve
4. Liquidity

Given the high quality nature of the eligible investments, and shorter overall duration (or interest rate exposure), we believe that sector and specific security analysis are the most effective way to customize a portfolio that will generate the best returns for the City of Industry, risk considered.

Risk analysis and control at the portfolio level

Risk management is a critical part of our total return investment process. Risk management techniques are incorporated throughout the investment process and rely on quantitative research and qualitative analysis. Advantus has a quantitative group composed of six professionals. This group is responsible for the development of portfolio risk analysis and performance attribution reporting. Analysis of risk exposures is used to assess portfolio volatility and to channel risk taking to areas where we believe Advantus has an advantage in the securities markets.

Risk analysis begins with the investment policy limits established by our clients, as well as internal operating guidelines designed to minimize risk of underperformance versus the benchmark. The risks we actively measure pertain to interest rate, yield curve, convexity, credit and prepayment (if relevant).

Portfolio managers determine compliance with client guidelines using our online compliance system. The system issues an alert if a trade would exceed a monitored portfolio guideline. The compliance department reports any exposures that exceed investment policy guidelines. Any out-of-compliance items and exposures are reported to the portfolio manager and adjustments are made to rectify these positions.

Our portfolio managers' primary focus is on sector and security selection. The total return strategy seeks to add value to our clients' portfolios by selecting the sectors and securities that represent the best value from a risk and reward standpoint.

2. Describe how your firm organizes its investment process with the City.

Portfolio managers, securities analysts, traders and quantitative analysts all have well defined investment management roles divided to achieve strong results for the fixed income portfolio products. Portfolio managers are ultimately responsible for striving to deliver top performing investment portfolios balanced by appropriate risk. As such, portfolio managers make all buy and sell decisions for the portfolios.

Analysts develop buy and sell recommendations within their sector of expertise, based on investment parameters that are outlined by the portfolio managers. The analysts and portfolio managers work closely together on the assessment of fundamental analysis and security valuation. Traders are responsible for all security transactions with the goal of achieving best execution.

Primary and back-up portfolio managers are assigned to each client portfolio, the team works closely together on all client relationships. The primary portfolio manager assigned to the City of Industry will be Jane Wyatt. All portfolio managers are

responsible for knowing the clients and their specific investing needs so that they may act if the primary manager is out of the office for a period of time. The primary portfolio manager is ultimately responsible for making all final portfolio decisions, but with the support of the collaborative effort of the team of portfolio managers.

3. What are the primary strategies for adding value to portfolios (e.g. market timing, credit research, trading)?

Even though the sector/security choices are limited by policy, we believe that our process will enable a thoughtful portfolio construction including eligible non-treasury sectors (municipal, agency) that will enhance income and returns. The Advantus investment approach employs a repeatable process whereby fundamental analysis coupled with a top-down sector view allows us to appropriately invest in higher yielding securities.

4. What would your firm require from the City in terms of cash flows and the cash forecasting process, and how would you assist the City in this process?

Advantus would request that the City provide a draw schedule if the portfolio mandate awarded would include periodic cash withdrawals. If no withdrawals are anticipated, we do not need cash flow or cash forecasting from the City.

5. What is your firm's experience in portfolio management for public sector funds?

Advantus has an extensive history of managing portfolios for public sector funds. The recent acquisition of NorthShore Advisors LLC further enhances this experience. As previously mentioned, this acquisition added many strong Minnesota public sector clients in a market where Advantus plans to continue to build on its success.

Jane Wyatt currently manages many of the public municipal portfolios for Advantus. She has nearly 39 years of investment and risk management experience. Prior to founding NorthShore Advisors LLC, she served as Chief Investment Officer for Voyager Asset Management.

Jane is supported by a seasoned team of fixed income portfolio managers and research analysts. Please see Tab IV for bios of key investment professionals.

6. Describe your projected strategy for the portfolio(s) for which you are proposing. How would these be implemented?

The first and most important criterion is making sure that the investment policy captures the cash flow requirements and risk tolerances of the City. The investment policy is the document your investment manager will use to construct the portfolio. Given that municipals can have multiple investment time horizons, it may make sense to create more than one portfolio.

For example: 0-18 month portfolio for cash flow needs; 1-3 year portfolio for those funds unlikely to be needed within a given calendar year, but could be tapped if needed; lastly, a “core portfolio” that could invest in maturities out to 10 years and would rarely if ever be needed for ongoing city needs. This latter portfolio could be viewed as a vehicle that is able to take a bit more interest rate risk in order to earn more income for the City over the long term.

We currently manage a variety of different municipal portfolios with mandates ranging from “cash” (0-18 months) to “core” (0-10 years). What has been consistent in each case were the conversations held with each client to insure that the appropriate investment strategy and benchmarks were chosen.

As an example, one current municipal mandate has a portfolio with a 1-3 year Treasury benchmark with the ability to purchase securities with maturities out to 5 years. The larger overall portfolio has given us more flexibility to determine how to meet the cash flows within a broader array of investments which in turn enables the client to earn a better return. This is one option the City can consider.

7. How frequently would you suggest your firm meet with the City staff? Who will attend these briefings?

While we would commit to meeting as often as the City’s staff requires, we would suggest that quarterly meetings are more than sufficient under normal market conditions. If circumstances in either the market or in the portfolio dictate, ad hoc meetings are scheduled as needed. At Advantus, we customize a service plan that meets your specific needs and investment objectives. Since we are based in Minnesota we have the flexibility to meet more often or on short notice. We believe that ideally a city would hire an outside manager that functions like an internal manager. If hired, the City would have excellent access and communication with Portfolio Managers and the Advantus team.

We also believe annual presentations to staff or counsel members are important in recapping the previous year as well as establishing expectations for the future year, given client, legislative or market changes.

All of the meetings with the City will be attended by a portfolio manager and client relationship manager assigned to the portfolio. As stated earlier, Jane Wyatt would be the lead portfolio manager among the team of portfolio managers for the City of Industry’s portfolio. Our portfolio managers, analysts and client service professionals are also available by regular phone contact to discuss matters of interest or regularly scheduled conference calls.

8. Describe the trade process you anticipate.

The trade desk enters transactions into the Bloomberg trade management system. The transactions electronically flow into the accounting system, adjusting the holdings. In addition, the transactions flow electronically into a trade matching system which the

custodial bank uses for trade settlement. Exception processing is minimal, with some manual intervention occurring on transactions with short settle dates that require a quicker turn around or on new issues with incomplete security information on Bloomberg.

This automated approach has several advantages

- Increased transparency across the portfolio managers, analysts and traders readily allowing peer review / input
- Electronic tracking of trades that typically include notes on execution
- Electronic compliance checking relative to policy limits
- Reduction in errant trades – so that appropriate securities are booked in eligible accounts

David Graetzer, CFA is the Head of Fixed Income Trading. He trades primarily in the Corporate, Agency, Treasury and Futures markets. David works these markets in tandem with two additional experienced traders Kaycee Brookshaw and Mike Anderson. Kaycee Brookshaw specializes in both new issue and secondary daily flow, executing trades for corporate, Treasury and agency bonds. Mike Anderson, CFA specializes in the Municipal, MBS, CMO, ABS and CMBS sectors, with Mr. Graetzer providing back-up for Mr. Anderson.

9. Describe your firm's research capabilities and resources. Does your firm assign credit research to specialists?

Fundamental research is the cornerstone of all strategies at Advantus. We have an experienced staff of research professionals, which is a direct result of our bottom-up investment philosophy. The research staff conducts fundamental research at both the security level and the industry level. Yes, we assign coverage by sectors. Analysts and portfolio managers cover both investment-grade and high-yield securities in their assigned sectors.

Advantus deploys a team approach to research, encouraging input and collaboration, allowing for coverage of a much wider spectrum of fixed income securities. Our culture of collaboration encourages analysts to share selection techniques in different markets, providing better cross-sector decisions and wider coverage of markets.

The majority (approximately 70 percent) of our research is generated internally. However, the Advantus fixed income group does obtain and utilize research reports generated by external fixed income analysts and utilizes analytical tools designed to aid in primary fundamental research and portfolio management. Fixed income research is purchased from nationally recognized rating agencies. Fixed income research is also received from wire houses and securities units of banks. There are no contractual obligations to direct trades to these counterparties in return for this research. However, the existence of general trading relationships with these firms does ensure access to this research.

Please refer to Tab V for a table containing all research analysts at Advantus.

Advantus has 22 research analysts which allow us to make deep dives into the credit fundamentals of investments. Jon Thompson is focused specifically on the municipal market and will be consulted as we invest this sector.

- **Corporate Research** - Advantus has ten analysts (averaging 17 years of industry experience) who specialize in corporate research and analysis.
- **Municipal and Structured Finance Research** - Advantus has six analysts (averaging 18 years of industry experience) who specialize in structured finance research and analysis.
- **Quantitative Research** - Advantus has six quantitative analysts (averaging 12 years of industry experience) responsible for quantitative risk management, portfolio analytics and performance attribution reporting.

10. Describe your credit review process.

Research is central to Advantus' culture. Disciplined fundamental analysis of individual securities is the cornerstone of every portfolio we manage. We seek to blend quantitative and qualitative approaches to security analysis, using advanced analytics as well as strong industry relationships to uncover value in the market.

Portfolio managers and research analysts work very closely together. Each day, analysts discuss various new issues at the morning meeting, including an opinion regarding relative value of the offering. These discussions continue throughout the day. Analysts are responsible for credit review that is reported to the portfolio manager.

Our credit analysts are organized by industry sector in order to give them additional perspective on credit comparisons. Analysts review companies by completing a thorough credit analysis, focusing on the company's financial ratios, trends, products and the quality of management. They also perform industry analysis to determine the company's relative position within the industry and the effect of macro factors on the industry itself.

Credit analysts at Advantus track their opinions and recommendations through the proprietary "Investment Notes" database. Purchase and sale recommendations are posted to the database so that all portfolio managers may see the recommendations simultaneously and so that an historical record may be kept of the analysts' views. Portfolio managers can look up information posted to the system by posting date, by company, or by analyst name. They can forward that information to clients as desired. Information discovered in our research process makes its way into bond selection on a daily basis as portfolio manager's work closely with analysts to continuously monitor new and existing holdings in portfolios and make decisions to seek opportunities and avoid risks.

included in the Composite as of May 1, 2014, as part of an acquisition of NorthShore Advisors LLC by the Firm. As a result of the acquisition, the portfolio manager primarily responsible for the day-to-day management of the Composite from inception until April 30, 2014 joined the Firm. Beginning May 1, 2014, such portfolio manager and other personnel of the Firm continue to manage the Composite utilizing substantially similar objectives, policies and investment strategies to those employed prior to the acquisition. Performance results from the prior firm have been linked to the results achieved at the Firm beginning on May 1, 2014 in compliance with the GIPS standards on performance record portability. The Firm did not calculate the performance data prior to May 1, 2014 but believes such data to be accurate. **Benchmark Description:** The index used in this comparison is the Barclays U.S. 1-3 Year Government/Credit Bond Index. The Index includes investment grade, U.S. dollar-denominated, fixed-rate Treasuries, government-related and corporate securities that have remaining maturities between 1 and 3 years.

3. List your most representative, comparable governmental clients and the length of time they have been clients.

The following governmental clients most closely compare to the City's portfolio:

Description	Assets	Inception Date**	Portfolio Manager
City A	\$71.3 m	7/1/99	Jane Wyatt
City B	\$38.9 m	7/31/02	Jane Wyatt
City C	\$56.9 m	7/1/99	Jane Wyatt

Assets as of 9/30/15

**Portfolios were acquired by Advantus as part of the NorthShore Advisors, LLC acquisition on 5/1/2014.

4. How many accounts have you gained/lost over the past two years? Explain the reason for the accounts lost.

Advantus has gained over \$2 billion in new assets and over 30 new clients over the past two years as of 9/30/2015.

Advantus has lost two asset-management clients over the past two years as of 9/30/2015. The accounts left due to change in ownership structure. One account was acquired by a private equity firm and merged into another entity. We are proud of our track record in building long-term client partnerships.

Advantus seeks to build long-term business partnerships with our clients and ultimately our clients are in the best position to articulate the depth and length of these successful business partnerships. An exceptional client service experience is our standard. We encourage you to check out the Advantus experience video on the Advantus website. We seek to deliver on our promise by:

- Focusing on achieving client investment objectives
- Engaging clients in open, ongoing communications; becoming a trusted advisor
- Never losing sight of client guidelines, objectives and policies

E. REFERENCES

1. Provide three (3) public sector references, including length of time your firm has managed their assets, client name, contact person, address and email address.

City of Eden Prairie

Sue Kotchevar

Manager of Financial Operations

Finance Division

8080 Mitchell Road

Eden Prairie, MN 55344

skotchevar@edenprairie.org

Client since: May 2014 (Managed by Jane Wyatt since 7/31/2002)

City of St. Paul

Todd Hurley

Director of Financial Services

15 W. Kellogg Blvd.

700 City Hall

St. Paul, MN 55102-1674

todd.hurley@ci.stpaul.mn.us

Client since: May 2014 (Managed by Jane Wyatt since 8/31/2001)

City of Shakopee

Melissa Schlingman

Accounting Manager

129 Holmes Street South

Shakopee, MN 55379

mschlingman@ci.shakopee.mn.us

Client since: May 2014 (Managed by Jane Wyatt since 7/1/1999)

City of Minneapolis

Bruce Plante

Treasurer

350 South 5th Street, Room 316

Minneapolis, MN 55415-1315

bruce.plante@ci.minneapolis.mn.us

Client since: May 2014 (Managed by Jane Wyatt since 9/30/09)

2. **Provide references, if appropriate, from non-client organizations that can attest to the professional reputation of your firm and its personnel.**

The following non-client organizational references can attest to the professional reputation of Advantus and its personnel.

Minneapolis Foundation

Jean Adams
Chief Operating Officer/Chief Financial Officer
800 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
jadams@mplsfoundation.org
Phone: 612-672-3821
*Jane Wyatt serves on the Minneapolis Foundation Board.

Junior Achievement of Upper Midwest

Gina Blayney
President & CEO
1800 White Bear Ave North
Maplewood, MN 55109
gina@jaum.org
Phone: 651-255-0034
*Vicki Bailey, Vice President, Investment Law and Chief Compliance Officer serves on the board and volunteers for JA.

Kleinbank

Doug Hile
President & CEO
1550 Audubon Road
Chaska, MN 55318
d.hile@KleinBank.com
952-361-9249
*Jane Wyatt, serves on the board.

Oppenheimer, Wolff and Donelly

Richard H. Massopust Jr.
Attorney at Law
222 South Ninth Street, Suite 2000
Minneapolis, MN 55402
rmassopust@oppenheimer.com
*This firm works with Advantus on a regular basis on commercial mortgage loans and other legal matters.

Advantus Capital Management is committed to being a good corporate citizen, demonstrating community commitment through philanthropy, volunteerism and community involvement. “Doing Good Works” – our parent company, Securian Financial Group’s slogan for supporting our community – is put into action every day by associates. Please refer to Tab VI which further explains our company’s community involvement, philanthropy and volunteerism located in Minnesota.

Please also refer to the **Community Commitment section** on the **Advantus website** under the “About Us” section which further explains Advantus’ community involvement and how we partner with our clients to further impact their communities. We believe this is the essence of a long-term partnership, joining together to preserve and grow our client’s portfolios as well as their communities.

F. REPORTING SPECIFICATIONS

Each of the City’s Investment Managers shall submit to the Finance Director, and/or designee, a monthly investment report for their portfolio holdings and investment activity. The reports will give detailed information on each portfolio to include cash positions and summary information which permits an informed outside reader to evaluate the structure and performance of the investment program. The report will include the following, at a minimum:

- A full description of each individual security or cash position held at the end of the reporting period including the amortized book and market value at the end of the period,
- Unrealized and realized gains or losses,
- Overall change in market value during the period as a measure of volatility,
- Weighted average yield of the portfolio along with its comparable benchmarks,
- Rate of return on the portfolio and its applicable benchmarks,
- Earnings for the period (accrued plus net amortization), and,
- Allocation analysis of the total portfolio by (a) market sector and (b) maturity.

Market prices for the calculations of market value will be obtained from independent sources. Weighted average maturity shall be computed recognizing all City funds under management including those in cash and cash equivalents to assure an accurate representation of the entire portfolio.

All portfolio performance shall be reported, both, in terms of yield and total return. Total return calculations made by Investment Managers must be consistent with the “CFA Institute’s” Global Investment Performance Standards (GIPS). It is the responsibility of the City’s Investment Manager to ensure compliance with GIPS. Key components of GIPS calculation requirements are noted below:

- Total return, including realized and unrealized gains and losses plus income, must be used.
- Time-weighted rates of return that adjust for external cash flows must be used. Periodic returns must be geometrically linked.
- External cash flows must be treated in a consistent manner with documented composite-specific policy and must value portfolios on the date of all large external

cash flows.

- Returns from cash and cash equivalents held in portfolios must be included in total return calculations.
- All returns must be calculated after the deduction of the actual trading expenses incurred during the period. Estimated trading expenses are not permitted.

1. Describe the frequency and format of reports that would be provided to the City. Attach examples.

Advantus has both hard copy and electronic reporting, via email distribution and daily accessible secured website available monthly and/or quarterly. We provide a complete array of standard reports for our clients' varied needs, which include schedules of holdings, transactions, performance, pricing, etc. Our systems are flexible, allowing us to meet the customized needs of our clients. Our reports are generated from a variety of systems including our in-house investment management system (Eagle Investment Systems) and various analytic systems (FactSet FIM, Barclay's Point, Trepp, Intex, Bloomberg, YieldBook, etc.). The monthly reports are posted to our secure-access website on the third business day of each month. The quarterly reports are available on the secured website approximately two weeks after quarter end.

We will customize our reporting to meet your specific needs. However, our typical reporting to clients includes: 1) monthly holdings, transactions and performance; and 2) a more detailed quarterly report, providing (in addition to monthly information) performance attribution; portfolio summary characteristics including: duration, convexity, average life, income, etc.; performance and characteristics comparisons to benchmark; and portfolio management commentary.

Advantus is also going through an important client reporting enhancement. Advantus has selected a new vendor to provide external client reports, which is currently in the implementation stage. We will work to ensure the vendor allows us the flexibility to provide each client with the specific reports needed.

Please refer to Tab VII for a sample client report in the current format. As previously mentioned, this report format is expected to change in the near future once a vendor has been selected and transition process has been completed.

2. Describe the quality control procedures your firm has in place. What types of reconciliation and editing do you perform? How do you resolve data discrepancies?

Advantus utilizes Bloomberg for ticketing and as the primary resource to monitor compliance with all regulatory requirements that can be monitored utilizing the system's automated surveillance. Eagle (Advantus' investment operations system) reports of portfolio holdings are additionally utilized as part of the

monitoring function. Bloomberg Compliance and Order Management System will indicate potential violations. This system reports potential violations to the portfolio manager, traders and the Advantus compliance group. Our investment and reporting systems generate daily reports that are reviewed and utilized as part of the broader monitoring function. Portfolio managers are assigned a select group of accounts and are familiar with Investment Policy and Regulatory constraints since they are ultimately responsible for guideline compliance.

The Bloomberg Compliance Manager issues an alert if a trade exceeds a monitored portfolio guideline. In addition, the Compliance Department reports on a post-trade basis whether any exposures exceeded investment policy guidelines. Any out-of-compliance items and exposures are reported to the portfolio manager and adjustments are made to rectify these positions. All violations are also reported on a monthly basis to the Advantus Investment Policy Committee.

Procedurally, in those instances when a policy limit has been exceeded, notification is made to the portfolio manager primarily responsible for the account. The formal notification includes a profile of facts surrounding the violation and solicits both a time line and steps for resolution.

3. What benchmarks would you suggest for the funds to be managed?

The benchmark determination will be contingent on the agreed upon investment strategy and the investment policy. As noted earlier in this document, we manage money for a variety of different municipalities. Each portfolio has a benchmark tailored to the interest rate risk and cash flow requirements of the specific municipalities.

4. What is your source for market prices?

Advantus uses a third party pricing vendor, Interactive Data Corp (IDC) as the primary pricing service for all fixed income holdings. If IDC does not provide a daily price for if IDC provides a passed through broker quote price (IDC Broker Quote) Advantus then uses S&P as a secondary price provider. If a price is not provided by either vendor, or if the price generated does not reflect market value, the Advantus Valuation Policies, provides for the utilization of fair value. The Advantus Valuation Committee oversees this process.

G. FEES

- 1. Describe your firm's fee schedule. (a) Is there a minimum fee? (b) What expenses would be covered through the fee structure?**

Given the importance we place building a partnership with the City of Industry, we propose the following fee schedule to manage this portfolio with a minimum portfolio size of \$50 million:

First \$50 million	0.175%
Next \$50 million	0.155%
Next \$200 million	0.135%
Next \$200 million	0.125%
Over \$500 million	0.115%

Fees are negotiable as demonstrated by the above discounted fee schedule we have provided. Our standard fee schedule starts at 0.25% on first \$50 million.

- 2. Are fees charged when there is no activity in the account or if the portfolio is invested in the managers designated money market fund at the Custodian?**

Yes, fees are paid quarterly and are based on the market value of the assets (including cash) as of the end of each quarter as determined by Advantus in accordance with Advantus' valuation policies and procedures. Advantus has generally measured market value of assets by averaging assets for each month end during the quarter.

- 3. What additional costs could be required in order to implement your investment services?**

Advantus' fees are exclusive of brokerage commissions, transaction fees and other related costs and expenses which may be incurred by clients. Clients may also incur certain charges imposed by custodians, brokers and other third parties.



CITY OF INDUSTRY

Incorporated June 18, 1957

January 1, 2016.

STATEMENT OF INVESTMENT POLICY

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

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

- a. Securities of the U.S. Government, or its agencies
- b. Inactive public deposits; non-negotiable and/or non-transferable certificates of deposits
- c. Banker's acceptances
- d. Commercial paper
- e. Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)
- f. Passbook savings account demand deposits
- g. Repurchase agreements
- h. Los Angeles County Investment Pool (Calif. Gov. Code Section 53684)

January 1, 2016

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



Phyllis Tucker, City Treasurer
City of Industry

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Administrative Services
Clem Calvillo, CNC Engineering
Josh Nelson, CNC Engineering

Date: February 11, 2016

SUBJECT: Consideration of Resolution CC 2016-12 Confirming the Continued Existence of an Emergency Condition for Follows Camp Facilities Maintenance and Repair Project Pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code

The City retains title to 84.37 acres of land commonly known as "Follows Camp" at 23100 and 23400 E. East Fork Road in Azusa ("Property"). The Property is situated in the San Gabriel Mountains, adjacent to the boundaries of the San Gabriel Mountains National Monument above the cities of Azusa and Glendora. The Property currently contains two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. As a result of storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris.

Based on the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure: 1) the structural integrity of the Railroad Car Bridge, 2) the structural integrity of the Arizona Crossing, and 3) the structural integrity of the East Fork Road. It is critical to maintain the integrity of these assets to: maintain access to Southern California Edison powerlines on the Follows Camp property ridgeline that serve Camp Williams and National Forest Service properties, and ensure the structural integrity of the East Fork Road, which is a critical link within the National Monument and the only road that parallels the East Fork of the San Gabriel River.

On November 25, 2015 the City Council adopted Resolution 2015-42 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain

work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On November 27, 2015, the City received Notice to Proceed from the U.S. Army Corps of Engineers under Region General Permit (RGP) No. 63 for Repair and Protection Activities in Emergency Situations.

On December 10, 2015 the City Council adopted Resolution 2015-45 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

Pre-construction site preparation commenced on December 14, 2015. Work commenced and was completed on the Arizona Crossing December 21, 2015. Work on the Railroad Car Bridge occurred on December 23, 2015 and December 29, 2015; with completion of the Railroad Car Bridge activities on December 29, 2015.

On December 29, 2015 Sage Environmental Group notified the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service that work on the Railroad Car Bridge and the Arizona Crossing were completed without any direct contact to open waters and no contact with endangered species.

On January 13, 2016 City staff and CNC Engineering staff met with Forest Service staff at the property to discuss resolution of permitting issues and coordination with Los Angeles County Building and Safety, Los Angeles County Planning, and Los Angeles County Public Works to complete the temporary stabilization work on the East Fork Road and receive guidance from Forest Service staff on the process for long term improvements.

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

On January 27, 2016 City staff and CNC Engineering staff met with Los Angeles County Geotechnical and Materials Engineering staff at the property to discuss the possible risk to the East Fork Road based on the guidance received from Forest Service staff. We have submitted additional materials for review and are awaiting a determination from Los Angeles County Geotechnical staff as to whether: a) an emergency repair is necessary, b) a temporary protective solution is adequate, or c) the area should be monitored before any repairs or protective solutions are considered.

On January 28, 2016 the City Council adopted Resolution 2016-08 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and

necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

Forest Service staff will review the Los Angeles County Geotechnical and Materials Engineering staff determination on the current condition of the roadway when it is submitted, and will consider whether permitting a temporary emergency repair is necessary, or if a long-term improvement is the preferred solution for the roadway segment. If a long-term improvement is recommended over a temporary emergency improvement by Los Angeles County Public Works and the Forest Service is in concurrence, the City will close out its emergency repairs at the site and include improvements to protect the roadway segment in future improvements at the site.

It is expected that the process to complete preliminary studies, engineering, environmental review, and permitting for future improvements at the Follows Camp site will last between four to five years. If the emergency declaration is lifted, work will continue to secure the site and perform minor maintenance work as allowed under existing permit processes and regulatory restrictions. However, any major improvements in the future are subject to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City has contracted with Cordoba Corporation to study the future use of the property, and any future plans are subject to City Council approval.

The City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process. In accordance with the provisions of Section 22050(a)(2) of the Public Contract Code, it is necessary for the City Council to make a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

Under the provisions of Section 22050 of the Public Contract Code, upon adoption of an emergency action, the City Council must review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, whether by a four-fifths vote, there is a need for continued action. The City Council's adoption of Resolution CC 2016-__ would make the findings needed pursuant to the California Public Contract Code Section 22050 to continue the declared emergency action to allow the City Manager to immediately retain the services necessary to complete the work.

Pursuant to California Public Contracts Code Section 22050, the City Council will be provided project updates at every regularly scheduled Council meeting until the project is completed.

Exhibits

A: Resolution No. CC 2016-12

EXHIBIT A

Resolution No. CC 2016-12

[Attached]

RESOLUTION NO. CC 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT THE FOLLOWS CAMP PROPERTY AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE

RECITALS

WHEREAS, the City owns 84.37 acres of land commonly known as "Follows Camp" located at 23100 and 23400 E. East Fork Road in Azusa ("Property"); and

WHEREAS, the Property currently has two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. Due to storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris; and

WHEREAS, given the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure the structural integrity of the Railroad Car Bridge; the structural integrity of the Arizona Crossing; and the structural integrity of the East Fork Road; and

WHEREAS, the City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Municipal Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process; and

WHEREAS, on November 25, 2015 the City Council adopted Resolution 2015-42 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property, and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions; and

WHEREAS, on December 10, 2015 the City Council adopted Resolution 2015-45

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

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

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

WHEREAS, the City has applied for, and received, a permit from the U.S. Army Corps of Engineers to perform emergency maintenance and repair activities; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, upon adoption of an emergency action, the City Council must review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, whether by a four-fifths vote, there is a need for continued action; and

WHEREAS, there is a need for continued emergency action at the Property to ensure the structural integrity of the Railroad Car Bridge; the structural integrity of the Arizona Crossing; and the structural integrity of the East Fork Road.

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: The City Council hereby finds and determines that due to the prediction of increased winter storm activity as a result of El Niño conditions, continued, immediate attention must be taken to ensure the viability of the river crossings over the East Fork of the San Gabriel River at Follows Camp to ensure access to the area's electrical distribution lines. Moreover, continued, immediate attention must be taken to protect the East Fork Road adjacent to Follows Camp, as it provides a critical link in the area to Camp Williams and National Forest Service properties just east of Follows Camp. The U.S. Army Corps of Engineers also determined that emergency conditions are currently present at the Property and approved the City's request to complete the necessary steps to rectify the emergency situation.

SECTION 3: Based on the foregoing, pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code, the City Council hereby finds that an emergency situation continues to exist and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the California Public Contract Code. The emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency. The City Council hereby continues to waive competitive bidding under Public Contract Code 22050, and Section 3.52.110 of the City's Municipal Code.

SECTION 4: The City Council hereby authorizes the City Manager to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s), for the Follows Camp emergency repair project.

SECTION 5: The City Council shall review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

SECTION 7: 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 8: 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 meeting held on February 11, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

CITY COUNCIL

ITEMS NO. 6.1 & 7.1



CITY OF INDUSTRY

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

MEMORANDUM

To: City Council

February 3, 2016

From: Paul J. Philips, City Manager

A handwritten signature in black ink that reads "Paul J. Philips".

Staff: Brian James, Planning Director

Subject: Development Plan 15-14, Zone Exception 15-4, and Tentative Parcel Map 349

Overview

Section 17.04.120 of the Municipal Code requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications first be submitted to the Planning Commission for review and recommendation and then to the City Council for a final decision. This project, which is located at 12851 Crossroads Parkway South, involves the following three applications submitted by Majestic Realty Co.:

- Section 16.12.030 of the Municipal Code requires approval of a tentative parcel map by the Planning Commission for the subdivision of land and creation of new parcels. Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels. Parcel 1 would be 4.14 acres to accommodate a new office building and Parcel 2 would be 7.67 acres to accommodate the existing office building.
- Section 17.36.020 of the Municipal Code requires approval of a Development Plan by the City Council for new construction. Development Plan 15-14 is a request to develop a new two-story, 77,250 square foot office building.
- Chapter 17.40 of the Municipal Code allows the granting of an exception from development standards when specific findings can be made. Section 17.12.050.C of the Municipal Code allows a maximum of 20 percent of the required parking spaces to be compact spaces. This same Section also requires one parking space per 250 square feet of floor area. Zone Exception 15-4 is to (1) allow less parking than would normally be required (309 required versus 300 provided) on Parcel 1, and (2) a greater percentage of compact parking stalls than permitted (41% versus 20% max allowed) on Parcel 2.

Project Description

Tentative Parcel Map 349

Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Attachment 1). Parcel 1 would be 4.14 acres and would be the location of the proposed office building. Parcel 2 would be 7.67 acres and would accommodate the existing office building. The proposed property line would be located down the middle of an existing drive-aisle.

Development Plan 15-14

As shown on the floor plan (Attachment 2), the proposed office building would total 77,250 square feet with 38,625 square feet on each floor. The main entrance would be oriented toward Crossroads Parkway South. Exits with interior stairwells would be located on the east and west sides of the building. As shown in the master site plan (Attachment 3), the proposed office building would be located on the eastern side of the 11.81 acre site and access and parking would be shared yet distinguished by landscaped planters. As shown on the proposed site plan (Attachment 4), the proposed office building would be located roughly in the center of the 4.14 acre site. Access would be provided via two existing driveways. The parking lot would be reconfigured to provide 300 parking spaces as follows:

- 255 standard parking spaces (9' x 19'), including 12 accessible spaces
- 45 compact spaces (8' x 16')

There would be a total of 30,687 square feet of landscaping on Parcel 1, which would be a slight increase over existing conditions. The landscaping would retain the same basic configuration along the street frontage as currently exists except the sidewalk on Parcel 1 would be straightened/curb-adjacent and the turf grass would be replaced with a detention pond in conformance with Chapter 13.16 (Stormwater and Urban Runoff Pollution Control) of the Municipal Code. This feature would function as a dual-purpose detention/biofiltration basin to allow for the temporary storage of stormwater and a soil/plant based filtration device to remove pollutants. An enclosed trash and recycling facility would be located on the northern portion of parcel roughly straddling the proposed property line.

As shown on the elevations (Attachment 5), the building's exterior would consist of concrete and glass with a stone veneer on the base of the first floor. The building would be 34 feet tall including a six foot tall parapet. The central portion on the each side of the building would be raised approximately four feet to add variety to the roof line.

The existing office building on what would become Parcel 2 would not be altered. With the proposed lot split, there would be 621 parking spaces including 257 compact parking spaces on Parcel 2. Nine of the parking spaces are proposed to be shared with the Parcel 1. There would be 82,226 square feet of landscaping remaining on Parcel 2 after the lot split.

Location and Surroundings

As shown on the location map (Attachment 6), the project site is located at 12851 Crossroads Parkway South, which is near the northeastern corner of Workman Mill Road and Crossroads Parkway South. The 11.81 acre parcel is assigned the Los Angeles County Tax Assessor Parcel Number (APN) 8125-059-016. The site itself is graded and flat and has been developed as a parking lot.

An industrial building housing a freight transportation company bounds the project site on the east. To the north are the Union Pacific and Metrolink railroad tracks with single-family residences across the tracks in unincorporated Los Angeles County. An office building currently housing Kaiser Permanente is located to the west on what will become Parcel 2. Crossroads Parkway South abuts the project site to the south with the Los Angeles County Social Services offices further to the south across Crossroads Parkway.

Staff Analysis

Tentative Parcel Map Application

The proposed tentative parcel map is consistent with the Zoning (“C” – Commercial) and General Plan (Employment) designations of the site and complies with Title 16, Subdivisions, and the development and design standards in Section 17.36, Design Review, of the Industry Municipal Code. Specifically, the proposal complies with the following sections of the Municipal Code:

- Section 16.10.010 requires a minimum 50 foot street frontage on a dedicated street. The proposed parcel map would provide 422 feet of frontage on Parcel 1 and 942 feet of frontage on Parcel 2.
- Section 16.10.020 requires a minimum lot area of 50,000 square feet (1.15 acres). The proposed parcel map would provide 181,075 square feet of lot area (4.147 acres) on Parcel 1 and 334,361 square feet (7.678 acres) on Parcel 2.
- Section 16.10.030 requires that driveway access not be shared with any other parcels in the industrial zone. This provision does not apply as the proposed project is located in the Commercial zone. The two parcels would share one out of the five driveways on the 11.8 acre site and each parcel would have at least one driveway that is not shared.
- Section 16.10.040 requires that surface drainage be handled on-site and not “sheet flow” on to adjacent parcels. Per the preliminary Low Impact Development (LID) plan, surface drainage will not flow across parcel lines. This will be enforced during grading and low impact development plan approval process per Chapter 13.16 of the Municipal Code.
- Section 16.12.030 requires that a tentative parcel map meet all of the requirements for a tentative map as provided under the Subdivision Map Act. Parcel Map 349 complies with the Sections 66474 and 66473.1 of the Subdivision Map Act as described in the findings addressed below.

Staff recommends approval of Tentative Parcel Map 349 based on the following findings:

- The map is consistent with the General Plan and any applicable specific plans. The proposed subdivision is located in an area designated as Employment in the General Plan, which allows for industrial uses (e.g. manufacturing, distribution, assembly) and commercial uses, such as stand-alone offices, when zoned appropriately. In this case, the site is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. Policy LU1-1 of the General Plan states that the City accommodate business and employment uses as the primary land use. The proposed subdivision would allow a stand-alone office building in keeping with surrounding uses and in accordance with the direction of the General Plan. The project site is not located within an adopted specific plan.
- The design or improvement is consistent with the General Plan and any applicable specific plans. The proposed subdivision complies with the minimum size, frontage, access, and drainage requirements addressed in Section 16.10 of the Municipal Code and the development standards in Section 17.36 of the Municipal Code. The project site is not located within an adopted specific plan.
- The site is physically suitable for the type of development. The project site is flat, was previously graded, is developed as a parking lot, and there are no known physical or environmental hazards.
- The site is physically suitable for the proposed density of development. The proposed subdivision would result in two parcels that exceed minimum lot area and width

requirements. The proposed office building complies with building coverage requirements.

- The design or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injury fish or wildlife or their habitat. As documented in the Initial Study/Mitigated Negative Declaration, the development on an existing parking lot will not result in significant environmental impacts and will not alter or injure habitat.
- The design or improvements will not cause serious public health problems. As documented in the Initial Study/Mitigated Negative Declaration, the proposed project complies with development standards, complies with access and circulation requirements, does not alter emergency response, is not located in flood zones, near active earthquake faults, will not be used to store or produce hazardous materials, and will comply with applicable building and fire codes.
- The design or improvement will not conflict with easements. All easements are identified on Tentative Parcel Map 349 and the proposed improvements will not conflict with, be located on, or alter the easements.
- The subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. In terms of passive or natural heating opportunities, the proposed subdivision would accommodate a structure that can be oriented in an east-west alignment to allow a southern exposure. In terms of passive or natural cooling opportunities, the proposed subdivision is located in an area where the prevailing winds are from the west and is configured to allow a structure to be oriented such that it may take advantage of prevailing breezes. The site of the proposed subdivision is a flat and previously graded area at the base of the Puente Hills Landfill and conforms to the allowable densities and lot area that may be occupied by a building. The proposed office building will comply with the requirements of the California Green Code, which stipulates minimum insulation standards, energy efficient lighting and appliances, and other provisions intended to improve energy efficiency and reduce greenhouse gases and water consumption.
- The subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development (LID) plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 13.16, Stormwater and Urban Runoff Pollution Control. Prior to issuance of the grading permit, the final LID must be found to conform to the preliminary LID and approved by the City Engineer. As a condition for issuing a certificate of occupancy or building final, the city will require facility operators and owners to build all the stormwater pollution control BMPs and structural or treatment BMPs that are shown on the approved project stormwater mitigation plan and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the municipal NPDES permit and other applicable regulatory requirements.

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:

- Section 17.12.050.C of the Municipal Code requires one parking space per 250 square feet of floor area. Based on this formula, the proposed office building is required to provide 309 parking spaces and 300 parking spaces are proposed.
- Section 17.12.050.C of the Municipal Code limits the amount of compact parking to 20 percent of the total parking. After the lot split, there would be 257 compact spaces (41 percent) remaining on Parcel 2.

Staff recommends approval of Zone Exception 15-4 based on the following findings:

- Granting the Exception would preserve a substantial property right by allowing a well-designed, marketable, and efficient office complex that shares access and parking and, when taken together, provide a total of 921 parking spaces, an excess of 264 parking spaces over the amount required by the Code. The nine spaces that are deficient on Parcel 1 would be shared with Parcel 2, which has 273 excess parking spaces. The Exception for exceeding the maximum amount of compact parking spaces acknowledges the 257 compact parking spaces that currently exist on Parcel 2 and would not be altered as a part of the proposal. In addition, Parcel 2 currently has 364 standard sized spaces (9' x 19'), which when taken by themselves, exceed the 348 parking spaces required for the existing office. This means that the compact parking spaces are not necessary to meet code required parking and allow an excess of parking on Parcel 2.
- The Exception for required parking on Parcel 1 and compact parking on Parcel 2 will not be materially detrimental to public welfare or surrounding properties and will be safe. Given that there is an excess of over 260 parking spaces on both lots and that both lots provide sufficient standard-sized parking spaces, drivers have options in which to park such that compact parking will not create a conflict. In addition, the drive-aisle meet the minimum 26 foot width, which allows sufficient space to safely maneuver in and out of the compact spaces. Surrounding properties will not be affected given the substantial amount of excess parking spaces, which would accommodate expected parking demands.
- 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. Practical hardships exist in that there is a substantial excess of existing parking that the applicant desires to preserve and share among the two parcels, which will more than accommodate expected parking demands and allow a variety of parking options, both standard sized and compact sized spaces. There is an excess of 273 parking spaces on Parcel 2, which will be shared with Parcel 1 to address its nine space deficiency. In addition, there are 257 existing compact parking spaces on Parcel 2, which would not be altered, and 364 standard sized spaces, which exceed the 348 parking spaces required for the existing office. The spirit of the City's development standards will be preserved and justice done because the project is designed to be consistent with all of the development standards except for the amount of required parking on Parcel 1, which are more than compensated for by the excess parking on Parcel 2, and percentage of compact parking on Parcel 2, which exist and will not be altered as a part of the project. Public safety will be secured because minimum driveway widths are drive-aisle widths are maintained, which allow sufficient space to safely maneuver in and out of the compact spaces and between both parcels.
- Due to the special circumstances applicable to this project site (shared access and parking;

the ability to accommodate the nine spaces that are deficient on Parcel 1 among the 273 excess parking spaces on Parcel 2; the excess of 260 parking spaces on both lots; the 364 standard sized spaces that exceed the 348 parking spaces required for the existing office on Parcel 2; and the 257 compact parking spaces that currently exist on Parcel 2 and would not be altered), the Zone Exception does not represent a grant of special privileges and is necessary to allow normal development enjoyed by other Commercially zoned properties and maintain the professional character of the area.

Development Plan Application

The proposed development project is consistent with the Zoning (“C” – Commercial) 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, setback, lot coverage, and trash/recycling enclosures to which the proposed project complies.
- Exceeds landscaping requirements. Section 17.36.060.Q of the Municipal Code requires that a minimum of 12 percent of the site be devoted to landscaping and 16.9 percent (30,687 square feet) is proposed for Parcel 1 and 24.6 percent (82,226 square feet) would remain on Parcel 2. Landscaping and irrigation would be designed to comply with current water efficiency requirements.
- 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 architectural treatment of the proposed building presents a coordinated and professional appearance and complements the existing office buildings in the area and on Parcel 2.
- 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 driveways of 26 feet and 27 feet are proposed to provide access from Crossroads Parkway South. Drive-aisle widths of 26 to 28 feet are proposed to provide internal circulation.
- Complies with drainage and water quality requirements. Chapter 13.16 of the Municipal Code implements the Clean Water Act, the Porter-Cologne Water Quality Control Act and the city’s municipal NPDES permit by reducing pollutants in stormwater discharges, regulating non-stormwater discharges, and requiring best management practices to reduce stormwater runoff. The applicant is currently working with the City Engineer to ensure compliance with the drainage and water quality standards. Compliance with Municipal Chapters 13.16 will be required prior to issuance of the grading plan and/or the final approval of the building.

Staff recommends approval of Development Plan 15-14 based on the following findings:

- The Property is suitable for development in accordance with the Development Plan because the Property has been subdivided to comply with minimum lot area and frontage requirements, is flat and free from hazards as noted in the accompanying Initial Study/Mitigated Negative Declaration, and is designated as Employment in the General Plan and zoned Commercial, which are consistent with the proposed development; and
- 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, as noted in the accompanying Initial Study/Mitigated Negative Declaration, the Project would generate 852 average daily vehicle trips, with the worst-case hourly

distributions being 121 trips in the morning peak and 115 trips in the evening peak, which would be distributed among local roadways and would not add 50 or more trips to a CMP intersection or 150 or more trips to a main-line freeway. All study area intersections would operate at acceptable levels of service during the peak hours. Access from Crossroads Parkway South is provided and meets minimum driveway width standards. Public health and safety will be ensured because the Project will be required to comply with all structural and fire codes. The Project will prevent adverse effects upon neighboring properties because, as documented in the Initial Study/Mitigated Negative Declaration, there will not be noise, glare, traffic, hazardous materials, aesthetic, or other environmental impacts to nearby residents and non-residential uses; and

- 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, loading, landscaping, and design; and
- The development is consistent with the provisions of the City's General Plan because the Property is designated as Employment, which allows for office and commercial uses with the commensurate zoning, which in this case is Commercial.

Planning Commission Review

On January 28, 2016, the Planning Commission conducted a public meeting to consider the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program and approving Tentative Parcel Map 349 and Development Plan No. 15-14 and a public hearing to consider Zone Exception 15-4. The Planning Commission adopted Resolution No. PC 2016-04 (Attachment 7) and Resolution No. PC 2016-05 (Attachment 8) recommending approval of the project.

Public Hearing

The required public hearing notice for the Zone Exception and Tentative Parcel Map applications (Attachment 9) were 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 January 29, 2016.

Environmental Analysis

An Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) to determine if the proposed use could have a significant impact on the environment (Exhibit B.1 of Attachment 12). The Initial Study determined that the proposed project would not have a significant effect on the environment with the implementation of mitigation measures addressing the need to suspend grading work if tribal cultural resources or fossils are unearthed. The mitigation measures are contained in a Mitigation Monitoring and Reporting Program, which has been prepared in conformance with Section 21081.6 of the Public Resources Code and which provides a vehicle to monitor compliance with the mitigation measure (Exhibit B.2 of Attachment 12).

The Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A of Attachments 10, 11, and 11) was posted on the site, fire stations, and council chambers, and published in the San Gabriel Tribune by January 8, 2016.

AB 52 Tribal Consultation

The City received comments on the Initial Study/Mitigated Negative Declaration regarding the consultation with Native American Tribes per AB 52 (Exhibit B.1 of Attachment 12). AB 52 requires

that the City provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if they have requested to be notified. If, after being notified, a tribe requests consultation, the City must consult with the tribe in good faith. Consultation is deemed concluded when either the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource or when a party concludes that a mutual agreement cannot be reached.

The City received consultation requests from the Gabrieleño Band of Mission Indians – Kizh Nation Consultation occurred in good faith and the Gabrieleño Band of Mission Indians – Kizh Nation requested that a tribal monitor be present during earth moving operations. However, since no substantial evidence that a tribal cultural resource exists on the site was provided or uncovered during the Initial Study process and there is no evidence of a substantial impact, the City determined that an on-site monitor was not necessary. An alternative mitigation measure was offered by the City requiring work to stop within 100 feet of the find until a qualified archeologist can assess its significance and develop appropriate treatment measures in consultation with tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1. This alternative measure was rejected by the tribe and, per AB 52, the City concluded that a mutual agreement could not be reached. Given that this decision could potentially impact the project, the applicant was consulted and concurred with the alternative mitigation measure.

Recommendation

Because: (1) the Tentative Parcel Map conforms with the Subdivision Map Act and City standards; and (2) 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 preservation of excess parking on Parcel 2; and (3) the Development Plan application proposes a project that complies with a majority of development standards of the Municipal Code, Staff recommends that the City Council:

- 1) Adopt Resolution No. CC 2016-09 (Attachment 10) approving the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program and approving Tentative Parcel Map 349 with the Standard Requirements and Conditions of Approval contained in the Resolution; and
- 2) Adopt Resolution No. CC 2016-10 (Attachment 11) approving the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program and approving Zone Exception 15-4 with the Standard Requirements and Conditions of Approval contained in the Resolution; and
- 3) Adopt Resolution No. CC 2016-11 (Attachment 12) approving the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program and approving Development Plan No. 15-14 with the Standard Requirements and Conditions of Approval contained in the Resolution.

Attachments

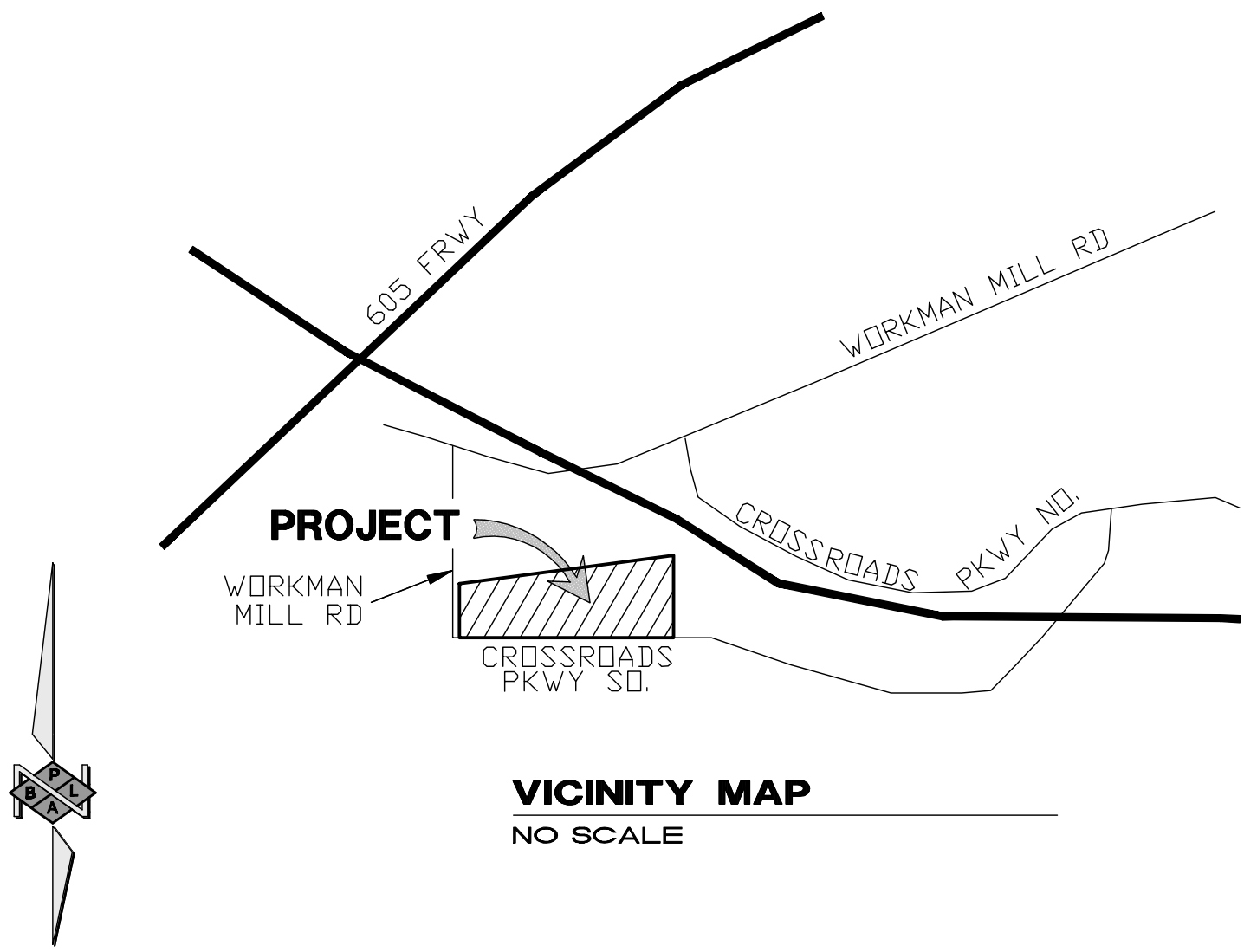
- Attachment 1: Tentative Parcel Map 349
- Attachment 2: Floor Plan
- Attachment 3: Master Site Plan
- Attachment 4: Site Plan
- Attachment 5: Elevations

- Attachment 6: Location Map
- Attachment 7: Resolution PC 2016-04
- Attachment 8: Resolution PC 2016-05
- Attachment 9: Public Hearing Notice
- Attachment 10: Resolution CC 2016-09
- Attachment 11: Resolution CC 2016-10
- Attachment 12: Resolution CC 2016-11

Attachment 1

Tentative Parcel Map 349

TENTATIVE PARCEL MAP NO. _____



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1 IN THE CITY OF INDUSTRY, AS SHOWN ON PARCEL MAP NO. 249 FILED IN BOOK 208 PAGES 36 TO 38 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEEDS HEREINAFTER REFERRED TO ALL OIL, GAS, PETROLEUM, AND OTHER HYDROCARBON SUBSTANCES, IN, UNDER OR RECOVERABLE FROM A DEPTH OF 200 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT HOWEVER, ANY RIGHT OF ENTER UPON THE SURFACE OF SAID LAND TO EXPLORE FOR, DEVELOP OR REMOVE SAME, AS RESERVED IN DEEDS FROM MICHAEL JOSEPH HANIFAN, ET AL., RECORDED JUNE 30, 1955 IN BOOK 48219, PAGE 156, OFFICIAL RECORDS, IN THE BOOK 48219, PAGE 158 OFFICIAL RECORDS, IN BOOK 48228, PAGE 402, OFFICIAL RECORDS.

ALSO EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEEDS HEREINAFTER REFERRED TO, ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY STELLA HAMILTON ET AL., IN DEEDS RECORDED JULY 27, 1966 AS INSTR. # 589, INSTR. # 590, INSTR. # 591, INSTR. # 592 AND INSTR. # 593.

ALSO EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED HEREINAFTER REFERRED TO, ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, NOT OTHERWISE RESERVED, THAT MAY BE WITHIN OR UNDER SAID PARCEL OF LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED BY STATE OF CALIFORNIA, IN DEED RECORDED MARCH 8, 1965 AS INSTR. # 3530, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN THE DEED HEREINAFTER REFERRED TO, ALL PRECIOUS METALS AND ORES WITHOUT THE RIGHT OF ENTRY TO EXTRACT THE SAME BELOW A DEPTH OF 500 FEET, AND RESERVING UNTO THE GRANTORS ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING IN AND UNDER SAID LAND, OR WHICH MAY BE PRODUCE THEREFROM AND ALL RIGHTS IN RELATION THERETO INCLUDING THE RIGHT TO EXTRACT THE SAME BY ANY MEANS, WITHOUT THE RIGHT HOWEVER, OF ENTERING UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSES OF PROSPECTING FOR OR EXTRACTING THE SAME EXCEPT BELOW A DEPTH OF 500 FEET, AS RESERVED IN DEED NO. 29 RECORDED SEPTEMBER 14, 1971.

EXISTING EASEMENTS

FOR EASEMENTS, PLEASE SEE SHEET 2.

STATEMENT OF ENGINEER OF RECORD

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

GENERAL NOTES

1. EXISTING LAND USE: COMMERCIAL/RETAIL
2. PROPOSED LAND USE: COMMERCIAL / OFFICE
3. EXISTING ZONING: SP 400
4. PROPOSED ZONING: SP 400
5. WATER SERVICE PROVIDED BY: SAN GABRIEL VALLEY WATER CO.
6. ELECTRIC SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON CO.
7. SEWER SERVICE PROVIDED BY: CITY OF INDUSTRY
8. NATURAL GAS SERVICE PROVIDED BY: THE GAS COMPANY
9. TELEPHONE SERVICE PROVIDED BY: VERIZON, CALIFORNIA

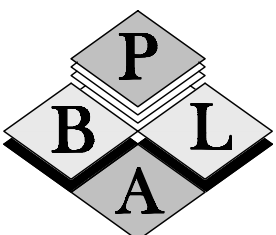
LEGEND

- BOUNDARY
- PROPOSED PARCEL LINE
- ← EXIST. DRAINAGE PATTERN



Steve Levisee R.C.E. 45926 DATE Jul 13 2015

PREPARED BY:



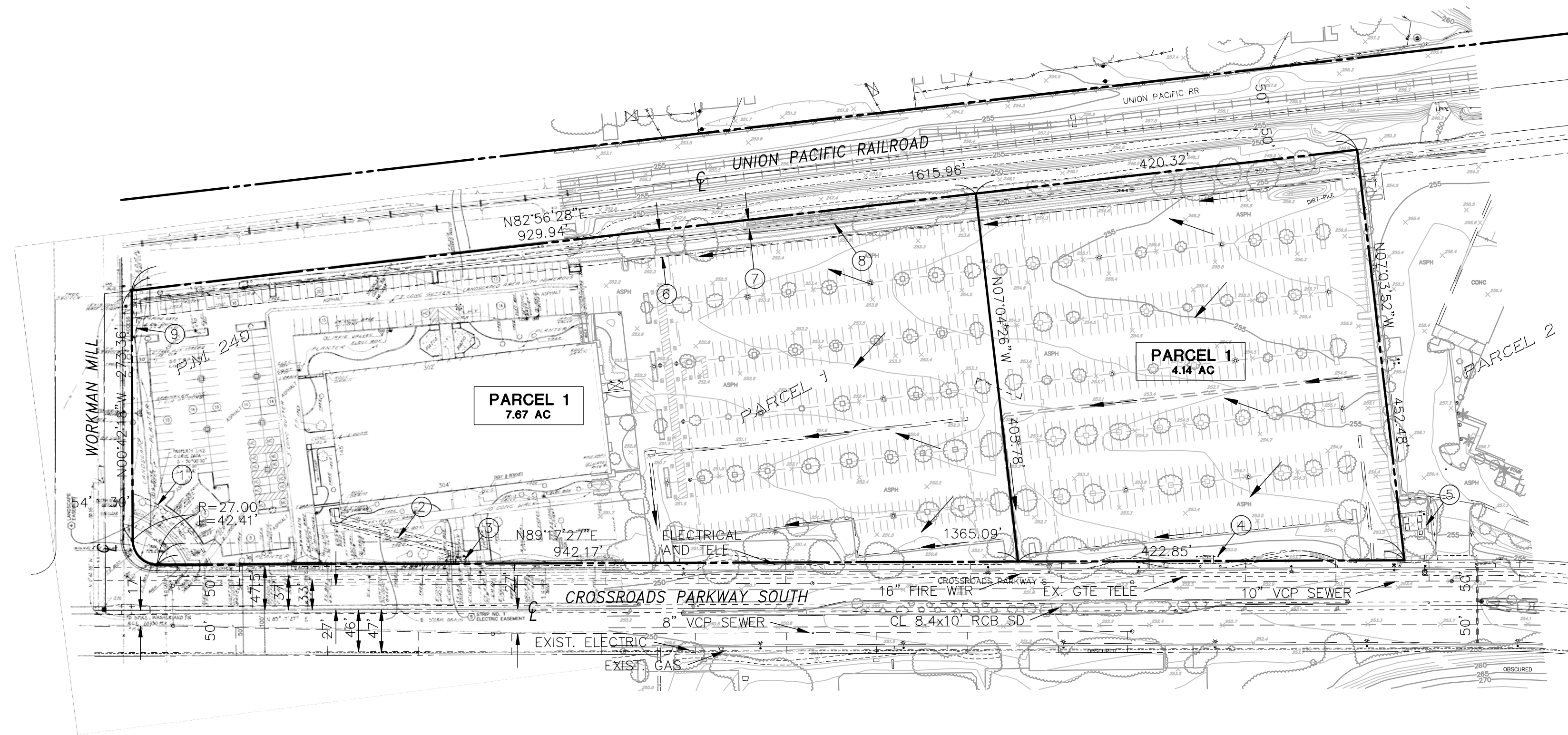
PBLA ENGINEERING, INC.
 Planning • Engineering • Surveying
 4790 IRVINE BLVD., STE 105-262
 IRVINE, CALIF. 92620
 (888) 714-9642 • (714)389-9191 FAX

OWNER:

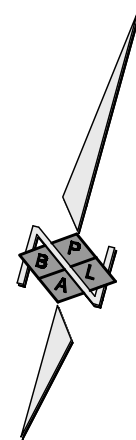
MAJESTIC REALTY CO.

13191 Crossroads Parkway North, Sixth Floor
 City of Industry, California 91746-3497
 Office (562)-692-9581 Fax (562)-695-2329

TENTATIVE PARCEL MAP NO.



TOTAL AREA—11.81 ACRES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

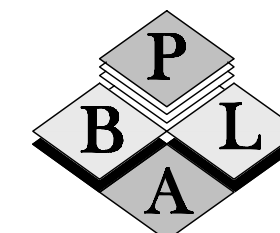
LEGEND

- BOUNDARY
- PROPOSED PARCEL LINE
- EXIST. DRAINAGE PATTERN

EASEMENT NOTES

- ① LANDSCAPE EASEMENT TO CITY OF INDUSTRY PER PM No 69, PMB 139/47-53 (ITEM 4)
- ② 10' WIDE SCE EASEMENT PER O.R. 83-900002 (ITEM 6)
- ③ 20' WIDE SCE EASEMENT PER O.R. 81-1230540 (ITEM 5)
- ④ 25' WIDE SCE EASEMENT PER O.R. 81-1230540 (ITEM 5)
- ⑤ GENERAL TELEPHONE EASEMENT PER O.R. 87-735035
- ⑥ 30' EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER BK 48219 PG 156 O.R.; BK 48228 PG 402 O.R.; BK 48215 PG 239 O.R.; AND BK 48219 PG 158 O.R. (ITEM 2)
- ⑦ 10' STORM DRAIN EASEMENT PER PM No 69, PMB 139/47-53 (ITEM 4)
- ⑧ CL OF 30' EASEMENT TO CA DOMESTIC WATER PER O.R. 78-1075339 (ITEM 3)
- ⑨ COUNTY SANITATION DISTRICT TEMPORARY CONSTRUCTION EASEMENT PER O.R. 2013036634 (ITEM 9)

PREPARED BY:



PBLA ENGINEERING, INC.
Planning • Engineering • Surveying
4790 IRVINE BLVD., STE 105-262
IRVINE, CALIF. 92620
(888) 714-9642 • (714)389-9191 FAX

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MAJESTIC REALTY CO.

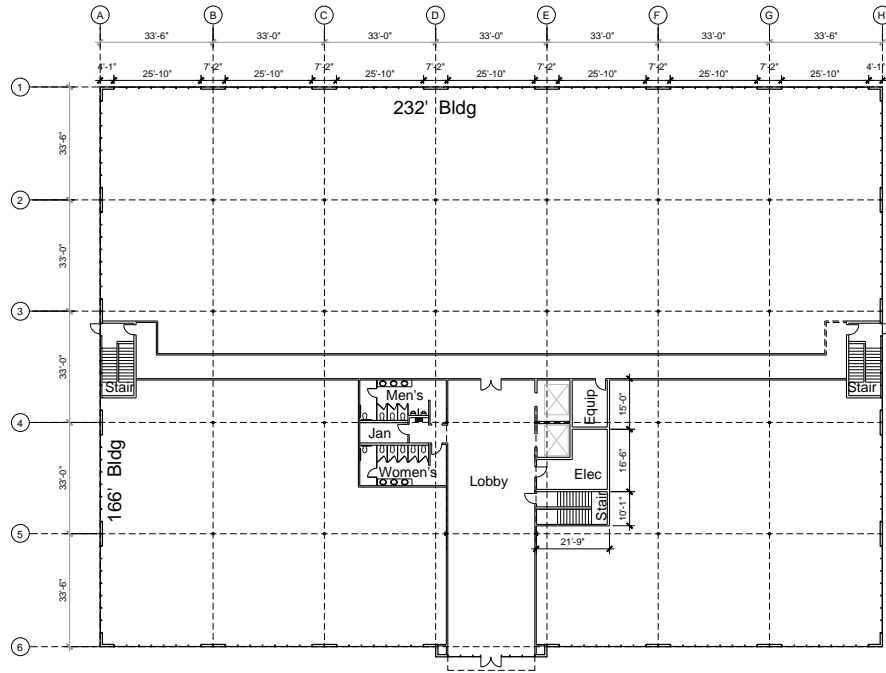
13191 Crossroads Parkway North, Sixth Floor
City of Industry, California 91746-3497
Office (562)-692-9581 Fax (562)-695-2329

**SHEET
2 OF 2**

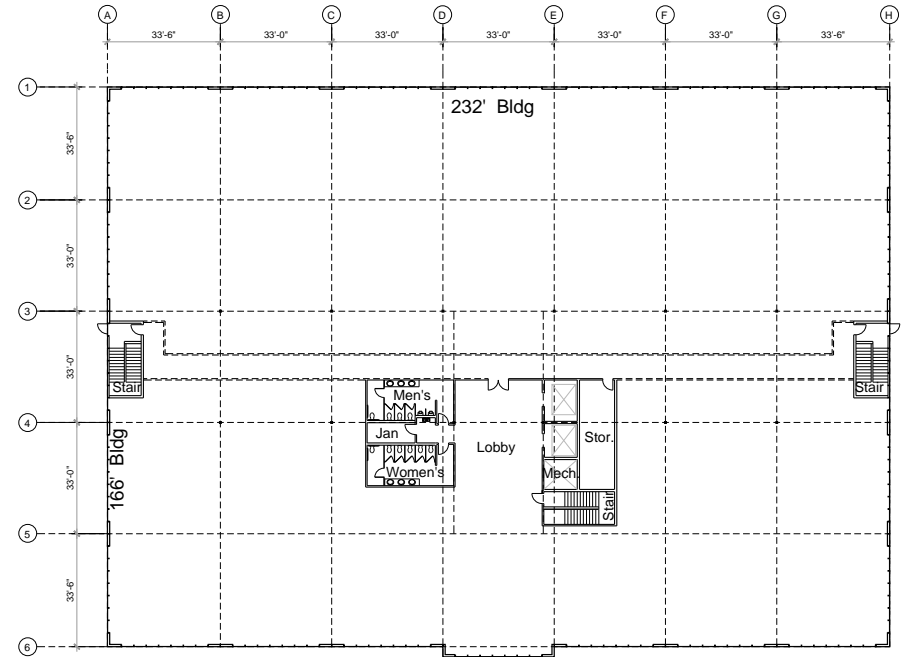
Attachment 2

Floor Plan

DP 15-14, ZE 15-4, & TPM 349 Floor Plan



FIRST FLOOR PLAN
1/16" = 1'-0"

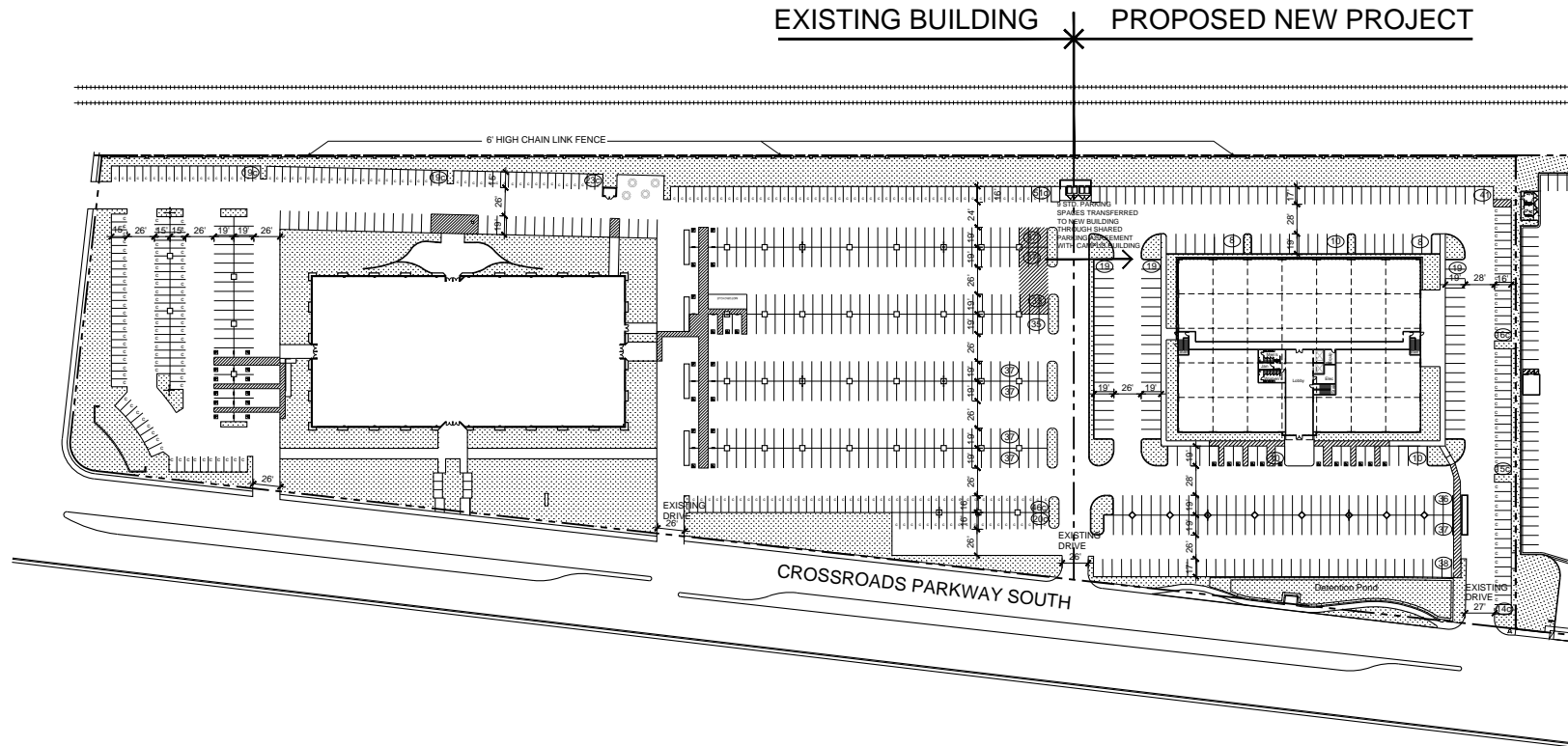


SECOND FLOOR PLAN
1/16" = 1'-0"

Attachment 3

Master Site Plan

DP 15-14, ZE 15-4, & TPM 349 Master Site Plan



SITE DATA - BLDG. 1 (AS-BUILT)

SITE AREA: 334,461 S.F. (7.678 Ac)
EXISTING BUILDING AREA: 87,000 S.F.
SITE COVERAGE: 26%

AS-BUILT LANDSCAPE DATA:

LANDSCAPE REQUIRED: 11% - 36,791 s.f.
LANDSCAPE PROVIDED: 24.58% (82,226 s.f.)

AS-BUILT PARKING DATA:

PARKING REQUIRED: 348 SPACES (4 SPACES PER 1,000 S.F.)
PARKING PROVIDED: 621 SPACES (364 STD. 9'x18' SPACES AND 257 COMPACT SPACES 8'X16').

9 STD. SPACES WILL BE ASSIGNED TO NEW BUILDING WITH A SHARED PARKING AGREEMENT WITH CAMPUS BUILDING - 12801 CROSSROADS PKWY SOUTH)

SITE DATA - PROPOSED BLDG. 1A

SITE AREA: 181,075 S.F. (4.147 Ac)
PROPOSED BUILDING AREA: 77,250 S.F. (38,625 S.F. ON EACH FLOOR)
SITE COVERAGE: 42.66%

LANDSCAPE DATA:

LANDSCAPE REQUIRED: 12% - 21,729 S.F.
LANDSCAPE PROVIDED: 16.94% - 30,687 S.F.

PARKING DATA:

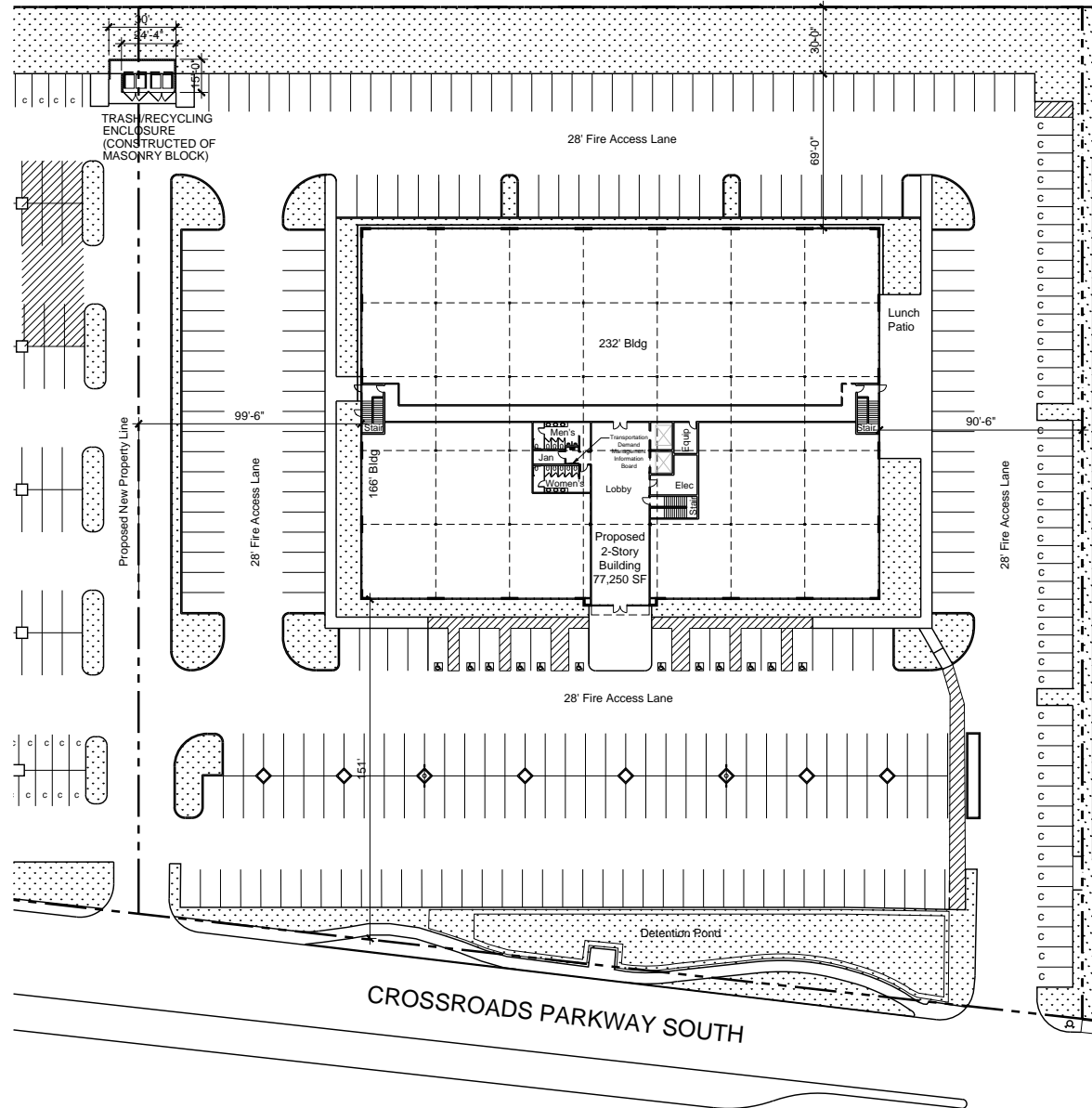
PARKING REQUIRED: 309 SPACES (4 SPACES PER 1,000 S.F.)
PARKING PROVIDED: 300 SPACES: (255 STD. 9'x18' SPACES AND 45 COMPACT SPACES 8'X16').

+9 STD. SPACES PER SHARED PARKING AGREEMENT WITH CAMPUS BUILDING - 12801 CROSSROADS PKWY SOUTH)

Attachment 4

Site Plan

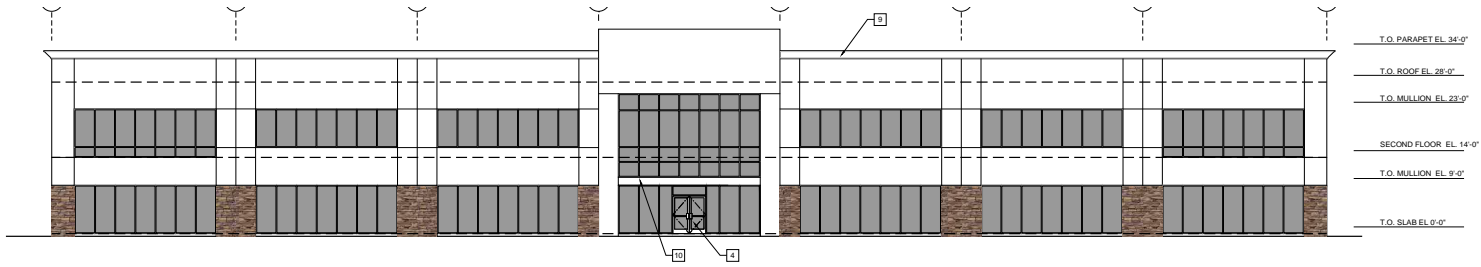
DP 15-14, ZE 15-4, & TPM 349 Site Plan



Attachment 5

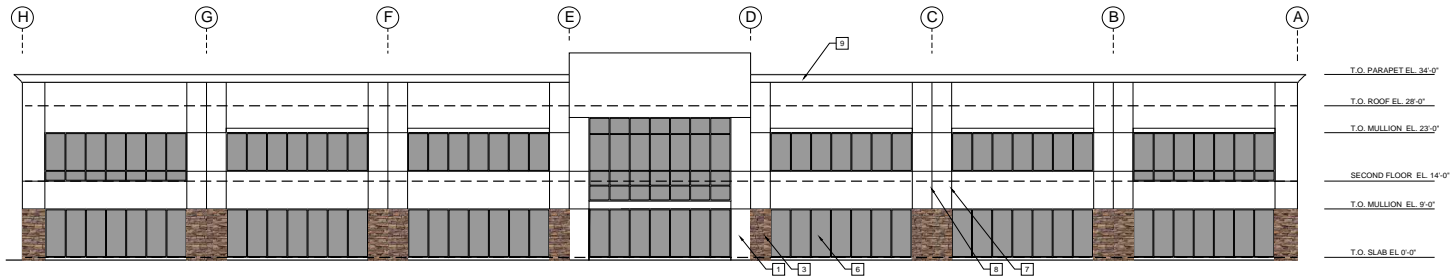
Elevations

DP 15-14, ZE 15-4, & TPM 349 Elevations



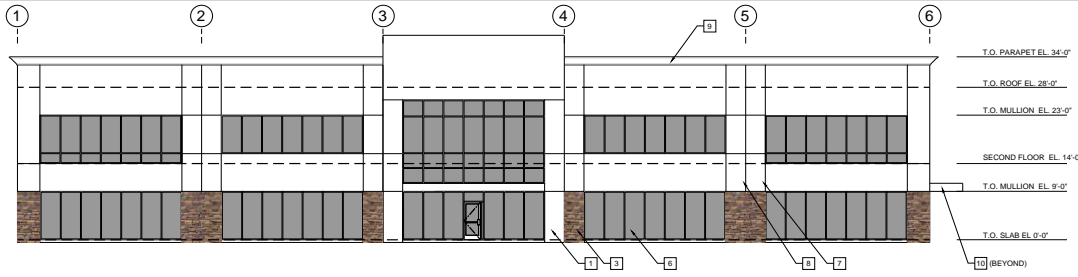
PROPOSED SOUTH ELEVATION

A SC
1/8"



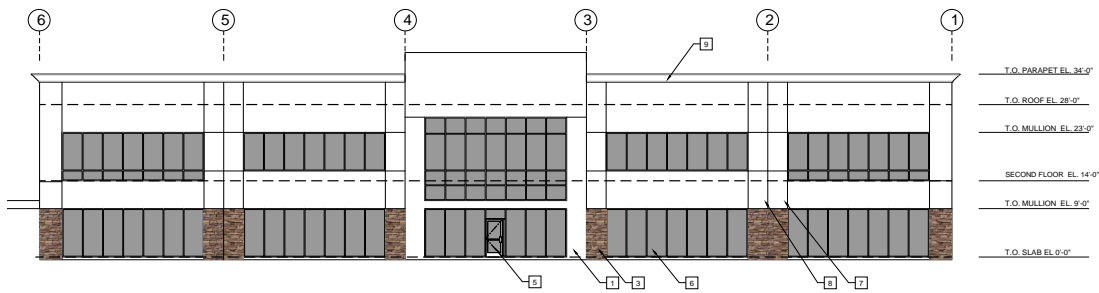
PROPOSED NORTH ELEVATION

B SC
1/8"



PROPOSED WEST ELEVATION

C SCALE
1/8"=1'-0"



PROPOSED EAST ELEVATION

D SCALE
1/8"=1'-0"

KEYNOTES

- 1 PAINTED TILT-UP CONC. PANEL
- 2 PAINTED ACCENT STRIP
- 3 CORONADO STONE "HONEY LEDGE" SERIES, COLOR: FOUR RIVERS
- 4 PAIR 3'-0" W x 7'-0" H ALUMINUM GLASS MAIN ENTRY DOORS, BLACK ANODIZED FINISH
- 5 1/2" INSULATING SOLARBAN 60 (S) + GRAYLITE 8 TEMPERED GLASS BY P.P.G.
- 6 2'-0" W x 7'-0" H ALUMINUM GLASS EXIT DOORS, BLACK ANODIZED FINISH
- 7 1/2" INSULATING SOLARBAN 60 (S) + GRAYLITE 8 TEMPERED GLASS BY P.P.G.
- 8 BLACK ANODIZED 2" x 6" FRAMES
- 9 3/4" "V-GROOVE" REVEAL
- 10 3/4" PANEL JOINTS
- 11 18" x 18" (PROJECTION) STUCCO CORNICE
- 12 3'-0" D x FULL BAY WIDTH ENTRY CANOPY

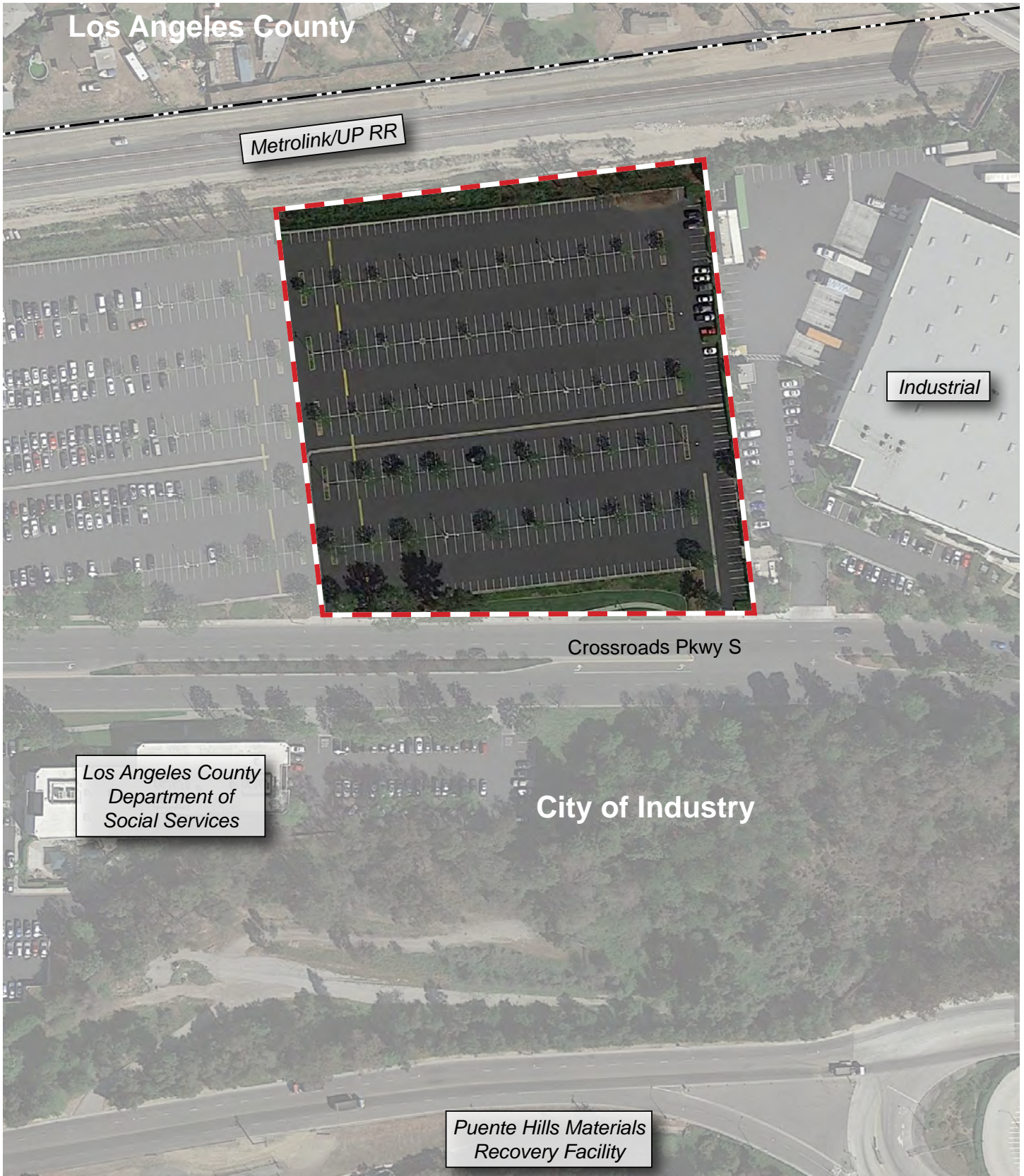
COLOR LEGEND

- | | | |
|----|--|---|
| P1 | | SHERWIN-WILLIAMS
SW 6231 - ROCK CANDY
LRV 74 |
| P2 | | SHERWIN-WILLIAMS
SW 6235 - FOGGY DAY
LRV 19 |
| P3 | | SHERWIN-WILLIAMS
SW 6307 - FINE WINE
LRV 7 |
| S1 | | CORONADO STONE
SERIES: HONEY LEDGE
COLOR: FOUR RIVERS |

Attachment 6

Location Map

DP 15-14, ZE 15-4, & TPM 349 Location Map



Attachment 7

Resolution PC 2016-04

Exhibits B.1 and B.2 of this Attachment are contained in Exhibits B.1 and B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, these items are not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

RESOLUTION NO. PC 2016-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDUSTRY, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT TENTATIVE PARCEL MAP 349 TO SUBDIVIDE AN EXISTING 11 ACRE PARCEL INTO TWO PARCELS; AND ADOPT DEVELOPMENT PLAN NO. 15-14 FOR THE CONSTRUCTION OF A TWO-STORY OFFICE BUILDING; FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on August 3, 2015, Majestic Realty Company (“Applicant”) filed a complete application requesting the approval of Tentative Parcel Map 349, Zone Exception 15-4, and Development Plan No. 15-14 described herein (“Application” or “Project”); and

WHEREAS, the Application applies to an 11.81 acre property at 12851 Crossroads Parkway South, City of Industry, California, Assessor’s Parcel Number 8125-059-016 (“Property”); and

WHEREAS, the Applicant desires to subdivide an existing 11.81 acre parcel into two parcels, with a 4.14 acre parcel for a new office building (Parcel 1) and a 7.67 acre parcel for an existing office building (Parcel 2) (the “Subdivision”), and in accordance with Section 16.12.030 of the City’s Municipal Code (“Code”), a Tentative Parcel Map is required for this type of activity; and

WHEREAS, the Applicant desires to construct a two-story, 77,250 square foot office building within the “C”-Commercial Zone, and in accordance with Section 17.36.020 of the Code, a Development Plan is required for this type of activity; and

WHEREAS, pursuant to Section 17.04.120 of the City’s Code, when the City receives multiple applications that relate to the same development project, and the individual applications require approval by both the Planning Commission and City Council, the applications are first submitted to the Planning Commission for its recommendation to the City Council; and

WHEREAS, Section 16.12.030 requires that a tentative parcel map meet all of the requirements for a tentative map as provided under the Subdivision Map Act. Parcel Map 349 complies with the Sections 66474 and 66473.1 of the Subdivision Map Act; and

WHEREAS, the Subdivision is consistent with the General Plan and any applicable specific plans. The Subdivision is located in an area designated as Employment in the General Plan, which allows for industrial uses and commercial uses, such as stand-alone offices, when zoned appropriately. In this case, the Property is zoned Commercial and a

stand-alone office is permitted and conforms to the Employment land use designation. Policy LU1-1 of the General Plan states that the City accommodate business and employment uses as the primary land use. The Subdivision would allow a stand-alone office building in keeping with surrounding uses and in accordance with the direction of the General Plan. The Property is not located within an adopted specific plan; and

WHEREAS, the Subdivision's design and improvements comply with the minimum size, frontage, access, and drainage requirements addressed in Section 16.10 of the Municipal Code and the development standards in Section 17.36 of the Municipal Code, and are therefore consistent with the City's General Plan. The Property is not located within an adopted specific plan; and

WHEREAS, the site of the Subdivision is physically suitable for the type of development. The Property is flat, was previously graded, is developed as a parking lot, and there are no known physical or environmental hazards; and

WHEREAS, the site of the Subdivision is physically suitable for the proposed density of development. The Subdivision would result in two parcels that exceed minimum lot area and width requirements. The Project complies with building coverage requirements; and

WHEREAS, the design or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injury fish or wildlife or their habitat. As documented in the Initial Study/Mitigated Negative Declaration, the development on an existing parking lot will not result in significant environmental impacts and will not alter or injure habitat; and

WHEREAS, the design or improvements will not cause serious public health problems. As documented in the Initial Study/Mitigated Negative Declaration, the Project complies with development standards, complies with access and circulation requirements, does not alter emergency response, is not located in flood zones, near active earthquake faults, will not be used to store or produce hazardous materials, and will comply with applicable building and fire codes; and

WHEREAS, the design or improvement will not conflict with easements. All easements are identified on Tentative Parcel Map 349 and the proposed improvements will not conflict with, be located on, or alter the easements; and

WHEREAS, the Subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. In terms of passive or natural heating opportunities, the Subdivision would accommodate a structure that can be oriented in an east-west alignment to allow a southern exposure. In terms of passive or natural cooling opportunities, the Subdivision is located in an area where the prevailing winds are from the west and is configured to allow a structure to be oriented such that it may take advantage of prevailing breezes. The Property is a flat and previously graded area at the

base of the Puente Hills Landfill and conforms to the allowable densities and lot area that may be occupied by a building. The Project will comply with the requirements of the California Green Code, which stipulates minimum insulation standards, energy efficient lighting and appliances, and other provisions intended to improve energy efficiency and reduce greenhouse gases and water consumption; and

WHEREAS, the discharge of waste from the proposed Subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development (LID) plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 13.16, Stormwater and Urban Runoff Pollution Control. Prior to issuance of the grading permit, the final LID must be found to conform to the preliminary LID and approved by the City Engineer. As a condition for issuing a certificate of occupancy or building final, the city will require facility operators and owners to build all the stormwater pollution control BMPs and structural or treatment BMPs that are shown on the approved project stormwater mitigation plan and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the municipal NPDES permit and other applicable regulatory requirements; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment, which allows for commercial uses when the property is zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. The Project is consistent with the General Plan as it allows the construction of an office 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, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration ("IS/MND") analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 8, 2016, through, and including, January 27, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on January 8, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On January 8, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the Planning Commission meeting to review the

Application and Initial Study/Mitigated Negative Declaration, was published in the local newspaper and posted at the Property, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The mitigation measure addressed the need to stop grading work and notify a qualified archeologist if buried tribal cultural resources are discovered; and

WHEREAS, on January 28, 2016, the Planning Commission of the City of Industry conducted a duly noticed public meeting to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral; and

WHEREAS, the Planning Commission has reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

SECTION 1: The Planning Commission 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the Planning Commission's duly noticed public meeting of January 28, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Industry hereby finds as follows:

A. The foregoing recitals are true and correct and made a part of this Resolution.

- B. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- D. The Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- E. In accordance with CEQA, the Planning Commission has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the Planning Commission, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 - 1. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 - 2. For the reasons stated in this Resolution, the Planning Commission finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- F. That the Planning Commission of the City of Industry hereby makes the findings contained this Resolution, and recommends that the City Council adopt the Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 4: Based upon substantial evidence presented to the Planning Commission during the January 28, 2016 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA

Guidelines, the Initial Study/Mitigated Negative Declaration, and the City's Code, the Planning Commission finds as follows:

A. The Subdivision is located in an area designated as Employment in the General Plan, which allows for commercial uses when zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. Policy LU1-1 of the General Plan states that the City accommodate business and employment uses as the primary land use. The Subdivision would allow a stand-alone office building in keeping with surrounding uses and in accordance with the direction of the General Plan. The Property is not located within an adopted specific plan; and

B. The Subdivision's design and improvements comply with the minimum size, frontage, access, and drainage requirements addressed in Section 16.10 of the Municipal Code and the development standards in Section 17.36 of the Municipal Code. The Property is not located within an adopted specific plan; and

C. The site of the Subdivision is physically suitable for the type of development. The Property is flat, was previously graded, is developed as a parking lot, and there are no known physical or environmental hazards; and

D. The site of the Subdivision is physically suitable for the proposed density of development. The Subdivision would result in two parcels that exceed minimum lot area and width requirements. The Project complies with building coverage requirements; and

E. The design or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injury fish or wildlife or their habitat. As documented in the Initial Study/Mitigated Negative Declaration, the development on an existing parking lot will not result in significant environmental impacts and will not alter or injure habitat; and

F. The design or improvements will not cause serious public health problems. As documented in the Initial Study/Mitigated Negative Declaration, the Project complies with development standards, complies with access and circulation requirements, does not alter emergency response, is not located in flood zones, near active earthquake faults, will not be used to store or produce hazardous materials, and will comply with applicable building and fire codes; and

G. The design or improvement will not conflict with easements. All easements are identified on Tentative Parcel Map 349 and the proposed improvements will not conflict with, be located on, or alter the easements; and

H. The Subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. In terms of passive or natural heating opportunities, the Subdivision would accommodate a structure that can be oriented in an east-west alignment to allow a southern exposure. In terms of passive or natural cooling

opportunities, the Subdivision is located in an area where the prevailing winds are from the west and is configured to allow a structure to be oriented such that it may take advantage of prevailing breezes. The Property is a flat and previously graded area at the base of the Puente Hills Landfill and conforms to the allowable densities and lot area that may be occupied by a building. The Project will comply with the requirements of the California Green Code, which stipulates minimum insulation standards, energy efficient lighting and appliances, and other provisions intended to improve energy efficiency and reduce greenhouse gases and water consumption.

I. The discharge of waste from the proposed Subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development (LID) plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 13.16, Stormwater and Urban Runoff Pollution Control. Prior to issuance of the grading permit, the final LID must be found to conform to the preliminary LID and approved by the City Engineer. As a condition for issuing a certificate of occupancy or building final, the city will require facility operators and owners to build all the stormwater pollution control BMPs and structural or treatment BMPs that are shown on the approved project stormwater mitigation plan and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the municipal NPDES permit and other applicable regulatory requirements.

J. Based on the foregoing, the Planning Commission recommends that the City Council approve Tentative Parcel Map 349 subject to the Conditions of Approval, attached hereto as Exhibit C, and incorporated herein by reference.

SECTION 5: Based upon substantial evidence presented to the Planning Commission during the January 28, 2016 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration, and the City's Code, the Planning Commission finds as follows:

A. The Property is suitable for development in accordance with the Development Plan because the Property has been subdivided to comply with minimum lot area and frontage requirements, is flat and free from hazards as noted in the accompanying Initial Study/Mitigated Negative Declaration, and is designated as Employment in the General Plan and zoned Commercial, which are consistent with the Project; 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, as noted in the accompanying Initial Study/Mitigated Negative Declaration, the Project would generate 852 average daily vehicle trips, with the worst-case hourly distributions being 121 trips in the morning peak and 115 trips in the evening peak, which would be distributed among local roadways and would not add 50 or more trips to a CMP intersection or 150 or more trips to a main-line freeway. All study area

intersections would operate at acceptable levels of service during the peak hours. Access from Crossroads Parkway South is provided and meets minimum width standards. Public health and safety will be ensured because the Project will be required to comply with all structural and fire codes. The Project will prevent adverse effects upon neighboring properties because, as documented in the Initial Study/Mitigated Negative Declaration, there will not be noise, glare, traffic, hazardous materials, aesthetic, or other environmental impacts to nearby residents and non-residential uses; 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, loading, landscaping, 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 office and commercial uses with the commensurate zoning, which in this case is Commercial; and

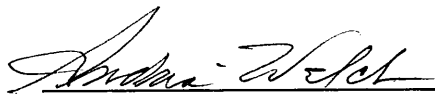
E. Based on the foregoing, the Planning Commission recommends that the City Council approve Development Plan No. 15-14, subject to the Conditions of Approval, attached hereto as Exhibit C, and incorporated herein by reference, and subject to the approval of Zone Exception 15-4, related to permitted deviation from the City's required parking standards.

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.

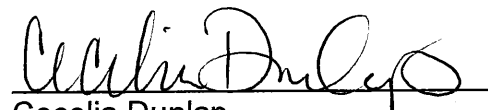
PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Industry at a special meeting held on January 28, 2016, by the following vote:

AYES:	COMMISSIONERS: Divers, Greubel, Spivey, VC/Contreras, C/Welch
NOES:	COMMISSIONERS: None
ABSTAIN:	COMMISSIONERS: None
ABSENT:	COMMISSIONERS: None



Andria Welch
Chairwoman

ATTEST:



Cecelia Dunlap
Secretary

Exhibit A
Notice of Intent to Adopted a Mitigated
Negative Declaration

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 15-14, ZONE EXCEPTION 15-4, & TENTATIVE PARCEL MAP 349489
12851 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY**

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: The proposed project includes three applications: (1) Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Parcel 1 would be 4.14 acres for a new office building and Parcel 2 would be 7.67 acres for the existing office building); (2) Development Plan 15-14 is to develop a two-story 77,250 square foot office building; and (3) Zone Exception 15-4 is to allow less parking than required (309 required versus 300 provided) on Parcel 1, and permit more compact parking stalls than allowed (41% versus 20% max allowed) on Parcel 2.

Location: The proposed project is located at 12851 Crossroads Parkway South, City of Industry, Los Angeles County (APN 8125-059-016).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of a mitigation measure. A measure to reduce impacts involving potential tribal cultural resources would be incorporated into the final project. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins January 8, 2016, and ends January 27, 2016.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on January 27, 2016. If you would like to comment, please send written comments to:

Brian James, Planning Director
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
bdjames@cityofindustry.org
(626) 333-2211

Public Hearings: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 28, 2016, at 11:00 AM and the City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on February 11, 2016, at 9:00 AM. Both meetings will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

Exhibit B.1

Initial Study/Mitigated Negative Declaration

Exhibit B.1 is contained in Exhibit B.1 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit B.2

Mitigation Monitoring and Reporting Program

Exhibit B.2 is contained in Exhibit B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit C
Standard Requirements and
Conditions of Approval



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 C

Standard Requirements and Conditions of Approval

Application: Development Plan 15-14, Zone Exception 15-4, and Tentative Parcel Map 349

Applicant: Majestic Realty Co., 13191 Crossroads Parkway North, Sixth Floor, Industry, CA 91746

Location: 12851 Crossroads Parkway South (APN 8125-059-016)

Development Plan 15-14 and Zone Exception 15-4 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof. If applicable, addresses will include designators for individual tenant addresses, such as Unit A.
2. If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
3. In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.

Development Plan 15-14 and Zone Exception 15-4 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any “conditions of approval” adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
6. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.
7. The Applicant shall provide off-street parking as shown on the approved development plan.
8. The Applicant shall 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.
9. 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.
10. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall 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. This needs to be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
11. 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 site 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.
12. 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.

13. 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.)
14. 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).
15. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
16. 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).
17. 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.

Tentative Parcel Map 349 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the Planning Commission per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. If during review of the grading plan it is determined by the City Engineer that it is necessary to address surface flows per Section 16.10.040 of the Municipal Code, then the property owner(s) shall record a covenant and agreement to hold the parcel as one prior to final approval by the Planning Department. Prior to submittal for recordation, the City Engineer shall approve the form and content of the covenant.
2. Prior to the recordation of the final Parcel Map, the property owner(s) shall grant an easement to the City for sidewalk purposes for those portions of the meandering sidewalk that are located on private property. Prior to submittal for recordation, the City Engineer shall approve the form and content of the easement.

Tentative Parcel Map 349 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. This approval expires twenty-four (24) months from the date of approval by the City Council.
2. Approved drainage and landscaping plans will be required for all building sites to the satisfaction of the City Engineer.
3. Approved water, utility and sewer facilities will be required for all building sites to the satisfaction of the City Engineer.
4. Per Sections 66495-66497 of the Subdivision Map Act, the final monumentation for at least one exterior boundary line shall be completed prior to recordation.
5. The Final Parcel Map to substantially conform to Tentative Map.
6. Construct curb, gutter, pavement paveout, and necessary drainage facilities per the approved Site Plan.
7. All utilities, including electrical and telephone, shall be installed underground and shall be concealed from view.
8. Prior to the issuance of the certificate of occupancy, the subdivision map shall be recorded pursuant to the regulations of the California State Subdivision Map Act and the Municipal Code of the City of Industry.
9. To comply with the City requirement of Proof of Title, the subdivider shall submit a Preliminary Subdivision Guarantee.
10. A Waiver Letter from each utility company shall be provided to the City, stating that the subdivision is not in conflict with any utility easements.
11. Provide a tax clearance and/or bond to the Los Angeles County Engineer's Office prior to recordation of final Parcel Map.
12. Submittal of the final Parcel Map Mylar shall include a digital copy being a Microstation File or AutoCad 14 or higher.
13. If altered during construction, street lights shall be replaced in accordance with Los Angeles County Department of Public Works designs standards or at the direction of the City Engineer at sole expense of subdivider.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning 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 Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF INDUSTRY)

PLANNING COMMISSION
SECRETARY'S CERTIFICATION
RE: ADOPTION OF PLANNING
COMMISSION RESOLUTION

I, Cecelia Dunlap, Secretary of the City of Industry Planning Commission, do HEREBY CERTIFY that the foregoing Resolution No. PC 2016-04 was duly passed and adopted at a special meeting of the Planning Commission of the City of Industry held on the 28th day of January, 2016 by the following vote to wit:

AYES:	COMMISSIONERS:	Divers, Greubel, Spivey, VC/Contreras, C/Welch
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None



Cecelia Dunlap, Secretary
Planning Commission
City of Industry, California



(SEAL)

Attachment 8

Resolution PC 2016-05

Exhibits B.1 and B.2 of this Attachment are contained in Exhibits B.1 and B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, these items are not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

RESOLUTION NO. PC 2016-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDUSTRY, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPT ZONE EXCEPTION 15-4 TO ALLOW LESS THAN THE REQUIRED PARKING AND A GREATER PERCENTAGE OF COMPACT PARKING THAN PERMITTED FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on August 3, 2015, Majestic Realty Company ("Applicant") filed a complete application requesting the approval of Tentative Parcel Map 349, Zone Exception 15-4, and Development Plan No. 15-14 described herein ("Application" or "Project"); and

WHEREAS, the Application applies to an 11.81 acre property at 12851 Crossroads Parkway South, City of Industry, California, Assessor's Parcel Number 8125-059-016 ("Property"); and

WHEREAS, the Applicant desires to subdivide an existing 11.81 acre parcel into two parcels, with a 4.14 acre parcel for a new office building (Parcel 1) and a 7.67 acre parcel for an existing office building (Parcel 2) (the "Subdivision"), and in accordance with Section 16.12.030 of the City's Municipal Code ("Code"), a Tentative Parcel Map is required for this type of activity; and

WHEREAS, the Applicant desires to construct a two-story, 77,250 square foot office building within the "C"-Commercial Zone, and in accordance with Section 17.36.020 of the Code, a Development Plan is required for this type of activity; and

WHEREAS, pursuant to Section 17.04.120 of the City's Code, when the City receives multiple applications that relate to the same development project, and the individual applications require approval by both the Planning Commission and City Council, the applications are first submitted to the Planning Commission for its recommendation to the City Council; and

WHEREAS, the Application includes a request to allow less parking than would normally be required on Parcel 1 and to allow a greater percentage of compact parking stalls than would normally be permitted on Parcel 2 and, in accordance with Chapter 17.40 of the Code, a Zone Exception is required for this request; and

WHEREAS, pursuant to Section 17.40.020 of the City's Code, the City Council may grant an exception to the City's development standards 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 City's Code provides that an exception to the City's development standards 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, given the shared access and parking and the 273 excess parking spaces on Parcel 2, there is sufficient parking to accommodate expected demand generated by the existing and proposed office buildings and the nine space deficiency on Parcel 1; and

WHEREAS, given that there are 257 existing compact parking spaces and that there are 364 standard sized parking spaces on Parcel 2, which alone exceed the 348 parking spaces required for the existing office building, and that drive-aisles meet minimum width requirements, there is sufficient room to maneuver and sufficient parking options such that the compact parking spaces spread throughout Parcel 2 will not result in parking conflicts; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment, which allows for commercial uses when the property is zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. The Project is consistent with the General Plan as it allows the construction of an office 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, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration ("IS/MND") analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 8, 2016, through, and including, January 27, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on January 8, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On January 8, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit

A), including the time and place of the Planning Commission hearing to review the Application and Initial Study/Mitigated Negative Declaration, was published in the local newspaper and posted at the Property, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The mitigation measure addressed the need to stop grading work and notify a qualified archeologist if buried tribal cultural resources are discovered; and

WHEREAS, notice of the Planning Commission's January 28, 2016, public hearing on the Application was published in The San Gabriel Valley Tribune on January 8, 2016, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on January 8, 2016; and

WHEREAS, on January 28, 2016, the Planning Commission of the City of Industry conducted a duly noticed public hearing to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral; and

WHEREAS, the Planning Commission has reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

SECTION 1: The Planning Commission 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony

submitted as part of the Planning Commission's duly noticed public hearing of January 28, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Industry hereby finds as follows:

- A. The foregoing recitals are true and correct and made a part of this Resolution.
- B. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- D. The Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- E. In accordance with CEQA, the Planning Commission has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the Planning Commission, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 1. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 2. For the reasons stated in this Resolution, the Planning Commission finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- F. That the Planning Commission of the City of Industry hereby makes the findings contained this Resolution, and recommends that the City Council adopt the

Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 4: Based upon substantial evidence presented to the Planning Commission during the January 28, 2016 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration, and the City's Code, the Planning Commission finds as follows:

A. A Zoning Exception is necessary for the preservation of a substantial property right because it will allow a well-designed, marketable, and efficient office complex that shares access and parking and, when taken together, provide a total of 921 parking spaces, an excess of 260 parking spaces over the amount required by Code. The nine spaces that are deficient on Parcel 1 would be shared with Parcel 2, which has 273 excess parking spaces. The Exception for exceeding the maximum amount of compact parking spaces acknowledges the existing 257 compact parking spaces on Parcel 2 that would not be altered as a part of the Project. Further, Parcel 2 currently has 364 standard sized spaces (9' x 19'), which when taken by themselves, exceed the 348 parking spaces required for the existing office. This means that the compact parking spaces are not necessary to meet required parking and allow an excess of parking on Parcel 2; and

B. The Exception for required parking on Parcel 1 and compact parking on Parcel 2 will not be materially detrimental to public welfare or surrounding properties and will be safe. Given that there is an excess of over 260 parking spaces on both lots and that both lots provide sufficient standard-sized parking spaces, drivers have options in which to park such that compact parking will not create a conflict. In addition, the drive-aisle meet the minimum 26 foot width, which allows sufficient space to safely maneuver in and out of the compact spaces. Surrounding properties will not be affected as there are over 260 excess parking spaces on the Property, which can accommodate expected parking demands; and

C. 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. Practical hardships exist in that there is a substantial excess of existing parking that the Applicant desires to preserve and share among the two parcels, which will more than accommodate expected parking demands and allow a variety of parking options, both standard sized and compact sized spaces. There is an excess of 273 parking spaces on Parcel 2, which will be shared with Parcel 1 to address its nine space deficiency. Further, there are 257 existing compact parking spaces on Parcel 2, which would not be altered, and 364 standard sized spaces, which exceed the 348 parking spaces required for the existing office. The spirit of the City's development standards will be preserved and justice done because the Project is designed to be consistent with all of the development standards except for the amount of required parking on Parcel 1, which are more than compensated for by the excess parking on Parcel 2, and percentage of compact parking on Parcel 2, which exist and will not be altered as a

part of the project. Public safety will be secured because minimum driveway widths are drive-aisle widths are maintained, which allow sufficient space to safely maneuver in and out of the compact spaces and between both parcels; and

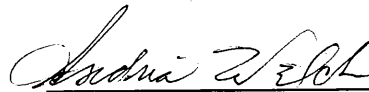
D. Based on the foregoing, the Planning Commission recommends that the City Council approve the Zoning Exception to the provisions of Section 17.12.050.C of the Code to allow 300 parking spaces on Parcel 1 in-lieu of the 309 parking spaces required and to Section 17.12.050.C of the Code to allow 41 percent of the total parking spaces to be compact (257 compact spaces) on Parcel 2 in-lieu of the 20 percent maximum allowed, subject to the Conditions of Approval, attached hereto as Exhibit C, 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.

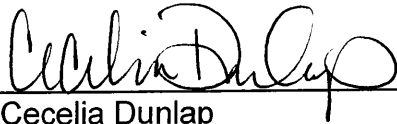
PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Industry at a special meeting held on January 28, 2016, by the following vote:

AYES:	COMMISSIONERS: Divers, Greubel, Spivey, VC/Contreras, C/Welch
NOES:	COMMISSIONERS: None
ABSTAIN:	COMMISSIONERS: None
ABSENT:	COMMISSIONERS: None



Andria Welch
Chairwoman

ATTEST:



Cecelia Dunlap
Secretary

Exhibit A
Notice of Intent to Adopted a Mitigated
Negative Declaration

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 15-14, ZONE EXCEPTION 15-4, & TENTATIVE PARCEL MAP 349489
12851 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY**

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: The proposed project includes three applications: (1) Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Parcel 1 would be 4.14 acres for a new office building and Parcel 2 would be 7.67 acres for the existing office building); (2) Development Plan 15-14 is to develop a two-story 77,250 square foot office building; and (3) Zone Exception 15-4 is to allow less parking than required (309 required versus 300 provided) on Parcel 1, and permit more compact parking stalls than allowed (41% versus 20% max allowed) on Parcel 2.

Location: The proposed project is located at 12851 Crossroads Parkway South, City of Industry, Los Angeles County (APN 8125-059-016).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of a mitigation measure. A measure to reduce impacts involving potential tribal cultural resources would be incorporated into the final project. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins January 8, 2016, and ends January 27, 2016.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on January 27, 2016. If you would like to comment, please send written comments to:

Brian James, Planning Director
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
bdjames@cityofindustry.org
(626) 333-2211

Public Hearings: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 28, 2016, at 11:00 AM and the City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on February 11, 2016, at 9:00 AM. Both meetings will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

Exhibit B.1

Initial Study/Mitigated Negative Declaration

Exhibit B.1 is contained in Exhibit B.1 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit B.2

Mitigation Monitoring and Reporting Program

Exhibit B.2 is contained in Exhibit B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit C
Standard Requirements and
Conditions of Approval



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 C

Standard Requirements and Conditions of Approval

Application: Development Plan 15-14, Zone Exception 15-4, and Tentative Parcel Map 349

Applicant: Majestic Realty Co., 13191 Crossroads Parkway North, Sixth Floor, Industry, CA 91746

Location: 12851 Crossroads Parkway South (APN 8125-059-016)

Development Plan 15-14 and Zone Exception 15-4 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof. If applicable, addresses will include designators for individual tenant addresses, such as Unit A.
2. If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
3. In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.

Development Plan 15-14 and Zone Exception 15-4 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any “conditions of approval” adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
6. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.
7. The Applicant shall provide off-street parking as shown on the approved development plan.
8. The Applicant shall 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.
9. 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.
10. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall 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. This needs to be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
11. 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 site 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.
12. 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.

13. 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.)
14. 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).
15. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
16. 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).
17. 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.

Tentative Parcel Map 349 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the Planning Commission per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. If during review of the grading plan it is determined by the City Engineer that it is necessary to address surface flows per Section 16.10.040 of the Municipal Code, then the property owner(s) shall record a covenant and agreement to hold the parcel as one prior to final approval by the Planning Department. Prior to submittal for recordation, the City Engineer shall approve the form and content of the covenant.
2. Prior to the recordation of the final Parcel Map, the property owner(s) shall grant an easement to the City for sidewalk purposes for those portions of the meandering sidewalk that are located on private property. Prior to submittal for recordation, the City Engineer shall approve the form and content of the easement.

Tentative Parcel Map 349 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. This approval expires twenty-four (24) months from the date of approval by the City Council.
2. Approved drainage and landscaping plans will be required for all building sites to the satisfaction of the City Engineer.
3. Approved water, utility and sewer facilities will be required for all building sites to the satisfaction of the City Engineer.
4. Per Sections 66495-66497 of the Subdivision Map Act, the final monumentation for at least one exterior boundary line shall be completed prior to recordation.
5. The Final Parcel Map to substantially conform to Tentative Map.
6. Construct curb, gutter, pavement paveout, and necessary drainage facilities per the approved Site Plan.
7. All utilities, including electrical and telephone, shall be installed underground and shall be concealed from view.
8. Prior to the issuance of the certificate of occupancy, the subdivision map shall be recorded pursuant to the regulations of the California State Subdivision Map Act and the Municipal Code of the City of Industry.
9. To comply with the City requirement of Proof of Title, the subdivider shall submit a Preliminary Subdivision Guarantee.
10. A Waiver Letter from each utility company shall be provided to the City, stating that the subdivision is not in conflict with any utility easements.
11. Provide a tax clearance and/or bond to the Los Angeles County Engineer's Office prior to recordation of final Parcel Map.
12. Submittal of the final Parcel Map Mylar shall include a digital copy being a Microstation File or AutoCad 14 or higher.
13. If altered during construction, street lights shall be replaced in accordance with Los Angeles County Department of Public Works designs standards or at the direction of the City Engineer at sole expense of subdivider.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning 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

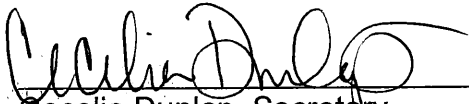
1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF INDUSTRY)

PLANNING COMMISSION
SECRETARY'S CERTIFICATION
RE: ADOPTION OF PLANNING
COMMISSION RESOLUTION

I, Cecelia Dunlap, Secretary of the City of Industry Planning Commission, do HEREBY CERTIFY that the foregoing Resolution No. PC 2016-05 was duly passed and adopted at a special meeting of the Planning Commission of the City of Industry held on the 28th day of January, 2016 by the following vote to wit:

AYES:	COMMISSIONERS:	Divers, Greubel, Spivey, VC/Contreras, C/Welch
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None



Cecelia Dunlap, Secretary
Planning Commission
City of Industry, California

(SEAL)

Attachment 9

Public Hearing Notice

NOTICE OF PUBLIC HEARING

Tentative Parcel Map 349 and Zone Exception 15-4

On January 29, 2016, notice has been given that the City Council of the City of Industry shall hold a public hearing to consider Tentative Parcel Map 349 to subdivide an existing 11.81 acre parcel into two parcels. Parcel 1 would be 4.14 acres to accommodate a new office building and Parcel 2 would be 7.67 acres to accommodate the existing office building; and Zone Exception 15-4 to allow less parking (309 required versus 300 provided) and a greater percentage of compact parking stalls than would normally be permitted (41% versus 20% max allowed), at a project located at 12851 Crossroads Parkway South (APN 8125-059-01), in conjunction with an office building project.


On January 28, 2016, the Planning Commission of the City of Industry considered these items and adopted Resolution Nos. PC 2016-04 and PC 2016-05 recommending that the City Council approve Tentative Parcel Map 349, Zone Exception 15-4 and the accompanying Initial Study and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

A copy of all relevant material, including the application and Initial Study/Mitigated Negative Declaration, is on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Please contact Brian James, Planning Director, at 626-333-2211 or by email at bdjames@cityofindustry.org if you have questions.

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

Time: 9:00 a.m.
Date: February 11, 2016
Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Any person wishing to be heard regarding these matters 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 or via email to the email address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above. If you challenge the 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 10

Resolution CC 2016-09

Exhibits B.1 and B.2 of this Attachment are contained in Exhibits B.1 and B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, these items are not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

RESOLUTION NO. CC 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING TENTATIVE PARCEL MAP 349 TO SUBDIVIDE AN EXISTING 11 ACRE PARCEL INTO TWO PARCELS FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on August 3, 2015, Majestic Realty Company (“Applicant”) filed a complete application requesting the approval of Tentative Parcel Map 349, Zone Exception 15-4, and Development Plan No. 15-14 described herein (“Application” or “Project”); and

WHEREAS, the Application applies to an 11.81 acre property at 12851 Crossroads Parkway South, City of Industry, California, Assessor’s Parcel Number 8125-059-016 (“Property”); and

WHEREAS, the Applicant desires to subdivide an existing 11.81 acre parcel into two parcels, with a 4.14 acre parcel for a new office building (Parcel 1) and a 7.67 acre parcel for an existing office building (Parcel 2) (the “Subdivision”), and in accordance with Section 16.12.030 of the City’s Municipal Code (“Code”), a Tentative Parcel Map is required for this type of activity; and

WHEREAS, the Applicant desires to construct a two-story, 77,250 square foot office building within the “C”-Commercial Zone, and in accordance with Section 17.36.020 of the Code, a Development Plan is required for this type of activity; and

WHEREAS, pursuant to Section 17.04.120 of the City’s Code, when the City receives multiple applications that relate to the same development project, and the individual applications require approval by both the Planning Commission and City Council, the applications are first submitted to the Planning Commission for its recommendation to the City Council; and

WHEREAS, Section 16.12.030 requires that a tentative parcel map meet all of the requirements for a tentative map as provided under the Subdivision Map Act. Parcel Map 349 complies with the Sections 66474 and 66473.1 of the Subdivision Map Act; and

WHEREAS, the Subdivision is consistent with the General Plan and any applicable specific plans. The Subdivision is located in an area designated as Employment in the General Plan, which allows for industrial uses and commercial uses, such as stand-alone offices, when zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation.

Policy LU1-1 of the General Plan states that the City accommodate business and employment uses as the primary land use. The Subdivision would allow a stand-alone office building in keeping with surrounding uses and in accordance with the direction of the General Plan. The Property is not located within an adopted specific plan; and

WHEREAS, the Subdivision's design and improvements comply with the minimum size, frontage, access, and drainage requirements addressed in Section 16.10 of the Municipal Code and the development standards in Section 17.36 of the Municipal Code, and are therefore consistent with the City's General Plan. The Property is not located within an adopted specific plan; and

WHEREAS, the site of the Subdivision is physically suitable for the type of development. The Property is flat, was previously graded, is developed as a parking lot, and there are no known physical or environmental hazards; and

WHEREAS, the site of the Subdivision is physically suitable for the proposed density of development. The Subdivision would result in two parcels that exceed minimum lot area and width requirements. The Project complies with building coverage requirements; and

WHEREAS, the design or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injury fish or wildlife or their habitat. As documented in the Initial Study/Mitigated Negative Declaration, the development on an existing parking lot will not result in significant environmental impacts and will not alter or injure habitat; and

WHEREAS, the design or improvements will not cause serious public health problems. As documented in the Initial Study/Mitigated Negative Declaration, the Project complies with development standards, complies with access and circulation requirements, does not alter emergency response, is not located in flood zones, near active earthquake faults, will not be used to store or produce hazardous materials, and will comply with applicable building and fire codes; and

WHEREAS, the design or improvement will not conflict with easements. All easements are identified on Tentative Parcel Map 349 and the proposed improvements will not conflict with, be located on, or alter the easements; and

WHEREAS, the Subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. In terms of passive or natural heating opportunities, the Subdivision would accommodate a structure that can be oriented in an east-west alignment to allow a southern exposure. In terms of passive or natural cooling opportunities, the Subdivision is located in an area where the prevailing winds are from the west and is configured to allow a structure to be oriented such that it may take advantage of prevailing breezes. The Property is a flat and previously graded area at the base of the Puente Hills Landfill and conforms to the allowable densities and lot area that

may be occupied by a building. The Project will comply with the requirements of the California Green Code, which stipulates minimum insulation standards, energy efficient lighting and appliances, and other provisions intended to improve energy efficiency and reduce greenhouse gases and water consumption; and

WHEREAS, the discharge of waste from the proposed Subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development (LID) plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 13.16, Stormwater and Urban Runoff Pollution Control. Prior to issuance of the grading permit, the final LID must be found to conform to the preliminary LID and approved by the City Engineer. As a condition for issuing a certificate of occupancy or building final, the city will require facility operators and owners to build all the stormwater pollution control BMPs and structural or treatment BMPs that are shown on the approved project stormwater mitigation plan and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the municipal NPDES permit and other applicable regulatory requirements; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment, which allows for commercial uses when the property is zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. The Project is consistent with the General Plan as it allows the construction of an office 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, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration ("IS/MND") analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 8, 2016, through, and including, January 27, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on January 8, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On January 8, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council meeting to review the Application and

Initial Study/Mitigated Negative Declaration, was published in the local newspaper and posted at the Property, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The mitigation measure addressed the need to stop grading work and notify a qualified archeologist if buried tribal cultural resources are discovered; and

WHEREAS, on January 28, 2016, the Planning Commission of the City of Industry conducted a duly noticed public meeting to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral, and adopted Resolution No. PC 2016-04 recommending that the City Council approve the Project; and

WHEREAS, notice of the City Council's February 11, 2016, public hearing on the Application was published in The San Gabriel Valley Tribune on January 29, 2016, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on January 29, 2016; and

WHEREAS, on February 11, 2016, the City Council of the City of Industry conducted a duly noticed public hearing to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

SECTION 1: 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§

21000, *et seq.* (“CEQA”) and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council’s duly noticed public meeting of February 11, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

- A. The foregoing recitals are true and correct and made a part of this Resolution.
- B. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- D. The Project is consistent with the City’s General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov’t Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- E. In accordance with CEQA, the City Council has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 - 1. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 - 2. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

- F. That the City Council of the City of Industry hereby makes the findings contained this Resolution, and adopts the Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 4: Based upon substantial evidence presented to the City Council during the February 11, 2016 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration, and the City's Code, the City Council finds as follows:

A. The Subdivision is located in an area designated as Employment in the General Plan, which allows for commercial uses when zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. Policy LU1-1 of the General Plan states that the City accommodate business and employment uses as the primary land use. The Subdivision would allow a stand-alone office building in keeping with surrounding uses and in accordance with the direction of the General Plan. The Property is not located within an adopted specific plan; and

B. The Subdivision's design and improvements comply with the minimum size, frontage, access, and drainage requirements addressed in Section 16.10 of the Municipal Code and the development standards in Section 17.36 of the Municipal Code. The Property is not located within an adopted specific plan; and

C. The site of the Subdivision is physically suitable for the type of development. The Property is flat, was previously graded, is developed as a parking lot, and there are no known physical or environmental hazards; and

D. The site of the Subdivision is physically suitable for the proposed density of development. The Subdivision would result in two parcels that exceed minimum lot area and width requirements. The Project complies with building coverage requirements; and

E. The design or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injury fish or wildlife or their habitat. As documented in the Initial Study/Mitigated Negative Declaration, the development on an existing parking lot will not result in significant environmental impacts and will not alter or injure habitat; and

F. The design or improvements will not cause serious public health problems. As documented in the Initial Study/Mitigated Negative Declaration, the Project complies with development standards, complies with access and circulation requirements, does not alter emergency response, is not located in flood zones, near active earthquake faults, will not be used to store or produce hazardous materials, and will comply with applicable building and fire codes; and

G. The design or improvement will not conflict with easements. All easements are identified on Tentative Parcel Map 349 and the proposed improvements will not conflict with, be located on, or alter the easements; and

H. The Subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities. In terms of passive or natural heating opportunities, the Subdivision would accommodate a structure that can be oriented in an east-west alignment to allow a southern exposure. In terms of passive or natural cooling opportunities, the Subdivision is located in an area where the prevailing winds are from the west and is configured to allow a structure to be oriented such that it may take advantage of prevailing breezes. The Property is a flat and previously graded area at the base of the Puente Hills Landfill and conforms to the allowable densities and lot area that may be occupied by a building. The Project will comply with the requirements of the California Green Code, which stipulates minimum insulation standards, energy efficient lighting and appliances, and other provisions intended to improve energy efficiency and reduce greenhouse gases and water consumption.

I. The discharge of waste from the proposed Subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development (LID) plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 13.16, Stormwater and Urban Runoff Pollution Control. Prior to issuance of the grading permit, the final LID must be found to conform to the preliminary LID and approved by the City Engineer. As a condition for issuing a certificate of occupancy or building final, the city will require facility operators and owners to build all the stormwater pollution control BMPs and structural or treatment BMPs that are shown on the approved project stormwater mitigation plan and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the municipal NPDES permit and other applicable regulatory requirements.

J. Based on the foregoing, the City Council approves Tentative Parcel Map 349 subject to the Conditions of Approval, attached hereto as Exhibit C, 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 February 11, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

Exhibit A
Notice of Intent to Adopted a Mitigated
Negative Declaration

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 15-14, ZONE EXCEPTION 15-4, & TENTATIVE PARCEL MAP 349489
12851 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY**

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: The proposed project includes three applications: (1) Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Parcel 1 would be 4.14 acres for a new office building and Parcel 2 would be 7.67 acres for the existing office building); (2) Development Plan 15-14 is to develop a two-story 77,250 square foot office building; and (3) Zone Exception 15-4 is to allow less parking than required (309 required versus 300 provided) on Parcel 1, and permit more compact parking stalls than allowed (41% versus 20% max allowed) on Parcel 2.

Location: The proposed project is located at 12851 Crossroads Parkway South, City of Industry, Los Angeles County (APN 8125-059-016).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of a mitigation measure. A measure to reduce impacts involving potential tribal cultural resources would be incorporated into the final project. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins January 8, 2016, and ends January 27, 2016.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on January 27, 2016. If you would like to comment, please send written comments to:

Brian James, Planning Director
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
bdjames@cityofindustry.org
(626) 333-2211

Public Hearings: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 28, 2016, at 11:00 AM and the City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on February 11, 2016, at 9:00 AM. Both meetings will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

Exhibit B.1

Initial Study/Mitigated Negative Declaration

Exhibit B.1 is contained in Exhibit B.1 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit B.2

Mitigation Monitoring and Reporting Program

Exhibit B.2 is contained in Exhibit B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit C
TPM 349 Standard Requirements and
Conditions of Approval



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 C

Standard Requirements and Conditions of Approval

Application: Tentative Parcel Map 349

Applicant: Majestic Realty Co., 13191 Crossroads Parkway North, Sixth Floor, Industry, CA 91746

Location: 12851 Crossroads Parkway South (APN 8125-059-016)

Tentative Parcel Map 349 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the Planning Commission per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. If during review of the grading plan it is determined by the City Engineer that it is necessary to address surface flows per Section 16.10.040 of the Municipal Code, then the property owner(s) shall record a covenant and agreement to hold the parcel as one prior to final approval by the Planning Department. Prior to submittal for recordation, the City Engineer shall approve the form and content of the covenant.
2. Prior to the recordation of the final Parcel Map, the property owner(s) shall grant an easement to the City for sidewalk purposes for those portions of the meandering sidewalk that are located on private property. Prior to submittal for recordation, the City Engineer shall approve the form and content of the easement.

Tentative Parcel Map 349 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. This approval expires twenty-four (24) months from the date of approval by the City Council.
2. Approved drainage and landscaping plans will be required for all building sites to the satisfaction of the City Engineer.
3. Approved water, utility and sewer facilities will be required for all building sites to the satisfaction of the City Engineer.
4. Per Sections 66495-66497 of the Subdivision Map Act, the final monumentation for at least one

exterior boundary line shall be completed prior to recordation.

5. The Final Parcel Map to substantially conform to Tentative Map.
6. Construct curb, gutter, pavement paveout, and necessary drainage facilities per the approved Site Plan.
7. All utilities, including electrical and telephone, shall be installed underground and shall be concealed from view.
8. Prior to the issuance of the certificate of occupancy, the subdivision map shall be recorded pursuant to the regulations of the California State Subdivision Map Act and the Municipal Code of the City of Industry.
9. To comply with the City requirement of Proof of Title, the subdivider shall submit a Preliminary Subdivision Guarantee.
10. A Waiver Letter from each utility company shall be provided to the City, stating that the subdivision is not in conflict with any utility easements.
11. Provide a tax clearance and/or bond to the Los Angeles County Engineer's Office prior to recordation of final Parcel Map.
12. Submittal of the final Parcel Map Mylar shall include a digital copy being a Microstation File or AutoCad 14 or higher.
13. If altered during construction, street lights shall be replaced in accordance with Los Angeles County Department of Public Works designs standards or at the direction of the City Engineer at sole expense of subdivider.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning 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 Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

Attachment 11

Resolution CC 2016-10

Exhibits B.1 and B.2 of this Attachment are contained in Exhibits B.1 and B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, these items are not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

RESOLUTION NO. CC 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING ZONE EXCEPTION 15-4 TO ALLOW LESS THAN THE REQUIRED PARKING AND A GREATER PERCENTAGE OF COMPACT PARKING THAN PERMITTED FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on August 3, 2015, Majestic Realty Company (“Applicant”) filed a complete application requesting the approval of Tentative Parcel Map 349, Zone Exception 15-4, and Development Plan No. 15-14 described herein (“Application” or “Project”); and

WHEREAS, the Application applies to an 11.81 acre property at 12851 Crossroads Parkway South, City of Industry, California, Assessor’s Parcel Number 8125-059-016 (“Property”); and

WHEREAS, the Applicant desires to subdivide an existing 11.81 acre parcel into two parcels, with a 4.14 acre parcel for a new office building (Parcel 1) and a 7.67 acre parcel for an existing office building (Parcel 2) (the “Subdivision”), and in accordance with Section 16.12.030 of the City’s Municipal Code (“Code”), a Tentative Parcel Map is required for this type of activity; and

WHEREAS, the Applicant desires to construct a two-story, 77,250 square foot office building within the “C”-Commercial Zone, and in accordance with Section 17.36.020 of the Code, a Development Plan is required for this type of activity; and

WHEREAS, pursuant to Section 17.04.120 of the City’s Code, when the City receives multiple applications that relate to the same development project, and the individual applications require approval by both the Planning Commission and City Council, the applications are first submitted to the Planning Commission for its recommendation to the City Council; and

WHEREAS, the Application includes a request to allow less parking than would normally be required on Parcel 1 and to allow a greater percentage of compact parking stalls than would normally be permitted on Parcel 2 and, in accordance with Chapter 17.40 of the Code, a Zone Exception is required for this request; and

WHEREAS, pursuant to Section 17.40.020 of the City’s Code, the City Council may grant an exception to the City’s development standards 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 City's Code provides that an exception to the City's development standards 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, given the shared access and parking and the 273 excess parking spaces on Parcel 2, there is sufficient parking to accommodate expected demand generated by the existing and proposed office buildings and the nine space deficiency on Parcel 1; and

WHEREAS, given that there are 257 existing compact parking spaces and that there are 364 standard sized parking spaces on Parcel 2, which alone exceed the 348 parking spaces required for the existing office building, and that drive-aisles meet minimum width requirements, there is sufficient room to maneuver and sufficient parking options such that the compact parking spaces spread throughout Parcel 2 will not result in parking conflicts; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment, which allows for commercial uses when the property is zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. The Project is consistent with the General Plan as it allows the construction of an office 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, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration ("IS/MND") analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 8, 2016, through, and including, January 27, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on January 8, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On January 8, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council hearing to review the Application and

Initial Study/Mitigated Negative Declaration, was published in the local newspaper and posted at the Property, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The mitigation measure addressed the need to stop grading work and notify a qualified archeologist if buried tribal cultural resources are discovered; and

WHEREAS, on January 28, 2016, the Planning Commission of the City of Industry conducted a duly noticed public hearing to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral, and adopted Resolution No. PC 2016-04 recommending that the City Council approve the Project; and

WHEREAS, notice of the City Council's February 11, 2016, public hearing on the Application was published in The San Gabriel Valley Tribune on January 29, 2016, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on January 29, 2016; and

WHEREAS, on February 11, 2016, the City Council of the City of Industry conducted a duly noticed public hearing to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

SECTION 1: 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, et seq. ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations §

15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public hearing of February 11, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

- A. The foregoing recitals are true and correct and made a part of this Resolution.
- B. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- D. The Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- E. In accordance with CEQA, the City Council has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 1. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 2. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

- F. That the City Council of the City of Industry hereby makes the findings contained this Resolution, and adopts the Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 4: Based upon substantial evidence presented to the City Council during the February 11, 2016 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration, and the City's Code, the City Council finds as follows:

A. A Zoning Exception is necessary for the preservation of a substantial property right because it will allow a well-designed, marketable, and efficient office complex that shares access and parking and, when taken together, provide a total of 921 parking spaces, an excess of 260 parking spaces over the amount required by Code. The nine spaces that are deficient on Parcel 1 would be shared with Parcel 2, which has 273 excess parking spaces. The Exception for exceeding the maximum amount of compact parking spaces acknowledges the existing 257 compact parking spaces on Parcel 2 that would not be altered as a part of the Project. Further, Parcel 2 currently has 364 standard sized spaces (9' x 19'), which when taken by themselves, exceed the 348 parking spaces required for the existing office. This means that the compact parking spaces are not necessary to meet required parking and allow an excess of parking on Parcel 2; and

B. The Exception for required parking on Parcel 1 and compact parking on Parcel 2 will not be materially detrimental to public welfare or surrounding properties and will be safe. Given that there is an excess of over 260 parking spaces on both lots and that both lots provide sufficient standard-sized parking spaces, drivers have options in which to park such that compact parking will not create a conflict. In addition, the drive-aisle meet the minimum 26 foot width, which allows sufficient space to safely maneuver in and out of the compact spaces. Surrounding properties will not be affected as there are over 260 excess parking spaces on the Property, which can accommodate expected parking demands; and

C. 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. Practical hardships exist in that there is a substantial excess of existing parking that the Applicant desires to preserve and share among the two parcels, which will more than accommodate expected parking demands and allow a variety of parking options, both standard sized and compact sized spaces. There is an excess of 273 parking spaces on Parcel 2, which will be shared with Parcel 1 to address its nine space deficiency. Further, there are 257 existing compact parking spaces on Parcel 2, which would not be altered, and 364 standard sized spaces, which exceed the 348 parking spaces required for the existing office. The spirit of the City's development standards will be preserved and justice done because the Project is designed to be consistent with all of the development standards except for the amount of required parking on Parcel 1, which are more than compensated for by the excess parking on Parcel 2, and percentage of compact parking on Parcel 2, which exist and will not be altered as a

part of the project. Public safety will be secured because minimum driveway widths are drive-aisle widths are maintained, which allow sufficient space to safely maneuver in and out of the compact spaces and between both parcels; and

D. Based on the foregoing, the City Council approves the Zoning Exception to the provisions of Section 17.12.050.C of the Code to allow 300 parking spaces on Parcel 1 in-lieu of the 309 parking spaces required and to Section 17.12.050.C of the Code to allow 41 percent of the total parking spaces to be compact (257 compact spaces) on Parcel 2 in-lieu of the 20 percent maximum allowed, subject to the Conditions of Approval, attached hereto as Exhibit C, and incorporated herein by reference. Said approval is contingent upon the City Council's approval of Development Plan No. 15-14.

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.

(RECORD OF VOTE AND SIGNATURE ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on February 11, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

Exhibit A
Notice of Intent to Adopted a Mitigated
Negative Declaration

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 15-14, ZONE EXCEPTION 15-4, & TENTATIVE PARCEL MAP 349489
12851 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY**

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: The proposed project includes three applications: (1) Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Parcel 1 would be 4.14 acres for a new office building and Parcel 2 would be 7.67 acres for the existing office building); (2) Development Plan 15-14 is to develop a two-story 77,250 square foot office building; and (3) Zone Exception 15-4 is to allow less parking than required (309 required versus 300 provided) on Parcel 1, and permit more compact parking stalls than allowed (41% versus 20% max allowed) on Parcel 2.

Location: The proposed project is located at 12851 Crossroads Parkway South, City of Industry, Los Angeles County (APN 8125-059-016).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of a mitigation measure. A measure to reduce impacts involving potential tribal cultural resources would be incorporated into the final project. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins January 8, 2016, and ends January 27, 2016.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on January 27, 2016. If you would like to comment, please send written comments to:

Brian James, Planning Director
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
bdjames@cityofindustry.org
(626) 333-2211

Public Hearings: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 28, 2016, at 11:00 AM and the City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on February 11, 2016, at 9:00 AM. Both meetings will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

Exhibit B.1

Initial Study/Mitigated Negative Declaration

Exhibit B.1 is contained in Exhibit B.1 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit B.2

Mitigation Monitoring and Reporting Program

Exhibit B.2 is contained in Exhibit B.2 of Resolution CC 2016-11 (Attachment 12 of this staff report). To conserve resources, this item is not reproduced in the City Council agenda packet. The full text of this attachment, including Exhibits, is available in the City of Industry City Clerk's office (16525 Stafford Street, Industry, CA 91744)

Exhibit C
Standard Requirements and
Conditions of Approval



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 C

Standard Requirements and Conditions of Approval

Application: Zone Exception 15-4

Applicant: Majestic Realty Co., 13191 Crossroads Parkway North, Sixth Floor, Industry, CA 91746

Location: 12851 Crossroads Parkway South (APN 8125-059-016)

Zone Exception 15-4 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof. If applicable, addresses will include designators for individual tenant addresses, such as Unit A.
2. If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
3. In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.

Zone Exception 15-4 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any “conditions of approval” adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a

building permit for each building and structure thereby approved has not been obtained within such period.

2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
6. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.
7. The Applicant shall provide off-street parking as shown on the approved development plan.
8. The Applicant shall 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.
9. 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.
10. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall 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. This needs to be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
11. 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 site 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.
12. 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.

13. 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.)
14. 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).
15. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
16. 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).
17. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning 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 Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning

this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

Attachment 12

Resolution CC 2016-11

RESOLUTION NO. CC 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING DEVELOPMENT PLAN NO. 15-14 FOR THE CONSTRUCTION OF A TWO-STORY OFFICE BUILDING FOR THE PROPERTY LOCATED AT 12851 CROSSROADS PARKWAY SOUTH IN THE CITY OF INDUSTRY

RECITALS

WHEREAS, on August 3, 2015, Majestic Realty Company (“Applicant”) filed a complete application requesting the approval of Tentative Parcel Map 349, Zone Exception 15-4, and Development Plan No. 15-14 described herein (“Application” or “Project”); and

WHEREAS, the Application applies to an 11.81 acre property at 12851 Crossroads Parkway South, City of Industry, California, Assessor’s Parcel Number 8125-059-016 (“Property”); and

WHEREAS, the Applicant desires to subdivide an existing 11.81 acre parcel into two parcels, with a 4.14 acre parcel for a new office building (Parcel 1) and a 7.67 acre parcel for an existing office building (Parcel 2) (the “Subdivision”), and in accordance with Section 16.12.030 of the City’s Municipal Code (“Code”), a Tentative Parcel Map is required for this type of activity; and

WHEREAS, the Applicant desires to construct a two-story, 77,250 square foot office building within the “C”-Commercial Zone, and in accordance with Section 17.36.020 of the Code, a Development Plan is required for this type of activity; and

WHEREAS, pursuant to Section 17.04.120 of the City’s Code, when the City receives multiple applications that relate to the same development project, and the individual applications require approval by both the Planning Commission and City Council, the applications are first submitted to the Planning Commission for its recommendation to the City Council; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment, which allows for commercial uses when the property is zoned appropriately. In this case, the Property is zoned Commercial and a stand-alone office is permitted and conforms to the Employment land use designation. The Project is consistent with the General Plan as it allows the construction of an office 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, in accordance with CEQA, California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, the State CEQA

Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration (“IS/MND”) analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program (“MMRP”); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 8, 2016, through, and including, January 27, 2016. Copies of the Initial Study/Mitigated Negative Declaration were made available to the public at the Planning Department on January 8, 2016, and the Initial Study/Mitigated Negative Declaration was distributed to interested parties and agencies. On January 8, 2016, a Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit A), including the time and place of the City Council meeting to review the Application and Initial Study/Mitigated Negative Declaration, was published in the local newspaper and posted at the Property, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The mitigation measure addressed the need to stop grading work and notify a qualified archeologist if buried tribal cultural resources are discovered; and

WHEREAS, on January 28, 2016, the Planning Commission of the City of Industry conducted a duly noticed public meeting to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral, and adopted Resolution No. PC 2016-04 recommending that the City Council approve the Project; and

WHEREAS, on February 11, 2016, the City Council of the City of Industry conducted a duly noticed public meeting to consider the Project, and the Initial Study/Mitigated Negative Declaration and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project’s environmental impacts; and

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

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

SECTION 1: 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the Initial Study/Mitigated Negative Declaration and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public meeting of February 11, 2016; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

- A. The foregoing recitals are true and correct and made a part of this Resolution.
- B. The IS/MND for the Project including any comment letters received, are attached hereto as Exhibit B and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- D. The Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- E. In accordance with CEQA, the City Council has considered the Initial Study and Mitigated Negative Declaration and MMRP for the Project, including all comments received on the Initial Study and Mitigated Negative Declaration, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:

1. Design features of the Project, as well as the mitigation measure proposed in the Initial Study and Mitigated Negative Declaration and included in the MMRP, will operate to ensure the impacts of the Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the Initial Study and Mitigated Negative Declaration for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
2. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

F. That the City Council of the City of Industry hereby makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration for the Project, including the MMRP.

SECTION 4: Based upon substantial evidence presented to the City Council during the February 11, 2016 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration, 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 been subdivided to comply with minimum lot area and frontage requirements, is flat and free from hazards as noted in the accompanying Initial Study/Mitigated Negative Declaration, and is designated as Employment in the General Plan and zoned Commercial, which are consistent with the Project; 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, as noted in the accompanying Initial Study/Mitigated Negative Declaration, the Project would generate 852 average daily vehicle trips, with the worst-case hourly distributions being 121 trips in the morning peak and 115 trips in the evening peak, which would be distributed among local roadways and would not add 50 or more trips to a CMP intersection or 150 or more trips to a main-line freeway. All study area intersections would operate at acceptable levels of service during the peak hours. Access from Crossroads Parkway South is provided and meets minimum width standards. Public health and safety will be ensured because the Project will be required to comply with all structural and fire codes. The Project will prevent adverse effects upon neighboring properties because, as documented in the Initial Study/Mitigated Negative Declaration, there will not be noise, glare, traffic, hazardous materials, aesthetic, or other environmental impacts to nearby residents and non-residential uses; 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, loading, landscaping, 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 office and commercial uses with the commensurate zoning, which in this case is Commercial; and

E. Based on the foregoing, the City Council approves Development Plan No. 15-14, subject to the Conditions of Approval, attached hereto as Exhibit C, and incorporated herein by reference, and subject to the approval of Zone Exception 15-4, related to permitted deviation from the City's required parking standards.

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.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on February 11, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

Exhibit A
Notice of Intent to Adopted a Mitigated
Negative Declaration

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 15-14, ZONE EXCEPTION 15-4, & TENTATIVE PARCEL MAP 349489
12851 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY**

Purpose: In accordance with the State of California Public Resources Code Section 21092, Title 14 of the California Code of Regulations Guidelines for implementation of Section 15063 of the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

Project Description: The proposed project includes three applications: (1) Tentative Parcel Map 349 is to subdivide an existing 11.81 acre parcel into two parcels (Parcel 1 would be 4.14 acres for a new office building and Parcel 2 would be 7.67 acres for the existing office building); (2) Development Plan 15-14 is to develop a two-story 77,250 square foot office building; and (3) Zone Exception 15-4 is to allow less parking than required (309 required versus 300 provided) on Parcel 1, and permit more compact parking stalls than allowed (41% versus 20% max allowed) on Parcel 2.

Location: The proposed project is located at 12851 Crossroads Parkway South, City of Industry, Los Angeles County (APN 8125-059-016).

Environmental Determination: Based on the findings of the Initial Study, the Planning Department has determined that the proposed project would not result in significant environmental impacts with implementation of a mitigation measure. A measure to reduce impacts involving potential tribal cultural resources would be incorporated into the final project. Accordingly, the City intends to adopt a Mitigated Negative Declaration pursuant to Section 21080 (c) of the Public Resources Code.

The project site is not included on the list of hazardous materials facilities, hazardous waste properties, or hazardous waste disposal sites named under Section 65962.5 of the California Government Code (Cortese List).

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below. **A 20-day public review period for the Mitigated Negative Declaration begins January 8, 2016, and ends January 27, 2016.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on January 27, 2016. If you would like to comment, please send written comments to:

Brian James, Planning Director
15625 E. Stafford Street, Suite 100
P.O. Box 3366
City of Industry, CA 91744
bdjames@cityofindustry.org
(626) 333-2211

Public Hearings: The Planning Commission is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 28, 2016, at 11:00 AM and the City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on February 11, 2016, at 9:00 AM. Both meetings will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

Exhibit B.1
Initial Study/Mitigated Negative Declaration

December 2015 | Initial Study

Crossroads Office Building

Development Plan 15-14, Tentative Parcel Map 340 and
Zone Exception 15-4

Prepared for:

City of Industry

Contact: Brian James, Planning Director
15625 East Stafford, Suite 100
City of Industry, California 91774-0366
626.333.2211

Prepared by:

PlaceWorks

Contact: Dwayne Mears, Principal
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714.966.9220
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www.placeworks.com

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1. Introduction

The project applicant, Majestic Realty Corporation, is seeking approval from the City of Industry for a development plan, zone exception, and tentative parcel map for subdividing an existing parcel into two parcels, and construction of a 77,250-square-foot, two-story office building.

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA), as amended, to determine if approval of the discretionary action requested and subsequent development could have a significant impact on the environment. This analysis will also provide the City of Industry with information to document the potential impacts of the proposed project.

1.1 PROJECT LOCATION

The project site is at 12851 Crossroads Parkway South in the City of Industry in Los Angeles County. The site is in the southwest San Gabriel Valley and at the northwest foot of the Puente Hills.

Regional access to the site is from State Route 60 (SR-60, the Pomona Freeway) via Crossroads Parkway about 0.4 mile to the east. The junction of the SR-60 and Interstate 605 freeways is approximately 0.4 mile northwest of the site (see Figure 1, *Regional Location*).

Site access is via two driveways from Crossroads Parkway—one at the southeast corner of the site and one at the southwest corner (see Figure 2, *Local Vicinity*). The driveway at the southwest corner is shared with the office building to the west. Gates at both driveways were locked during a site visit in September 2015. There was some parking use along the eastern site boundary at that time.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Land Use

The site is a paved parking lot with ornamental landscaping along the southern and northern edges of the lot, and planters with trees in the lot (see Figures 3, *Aerial Photograph*, and 4, *Site Photographs*).

1.2.2 Surrounding Land Use

A freight transportation company bounds the project site on the east. To the north are Union Pacific and Metrolink railroad tracks and single-family residences across the tracks in the community of Avocado Heights in unincorporated Los Angeles County. Office uses are to the west; Crossroads Parkway is to the south, with office uses across Crossroads Parkway to the southwest; and south and southeast past those office uses is a hillside created after the 2013 closure of the Puente Hills Landfill. The railroad tracks are used by the Metrolink Riverside Line commuter rail service and by freight traffic.

1. Introduction

Notable nearby land uses include Rio Hondo College, about 0.7 mile to the southwest, and Rose Hills Memorial Park, approximately 0.7 mile to the south. The San Gabriel River passes about 0.5 mile to the northwest.

1.3 PROJECT DESCRIPTION

The project includes applications for a development plan for construction of a two-story office building with associated parking lot; a zone exception to allow 41.3 percent of the total parking spaces for the existing office building west of the site plus the proposed project to be compact spaces, an exception to the City zoning code, which allows a maximum of 20 percent of spaces be compact spaces; and a tentative tract map subdividing the 11.81-acre parcel into two parcels: the 4.14-acre proposed project site, and a 7.67-acre parcel containing the existing office building to the west (see Figure 5, *Master Site Plan*).

1.3.1 Proposed Land Use

The project includes construction of a two-story, 77,250-square-foot precast concrete tilt-up office building. The building would be in the north-central part of the proposed parcel with parking wrapping around all four sides of the building. The main entrance would be on the south side of the building. Exits with interior stairwells would also be on the east and west sides of the building (see Figure 6, *Site Plan*). The building facades would consist of concrete and glass, with stone on the first story at building corners and between windows (see Figure 7, *Elevations*).

Access and Parking

Site access would be at the two existing driveways from Crossroads Parkway; the driveway at the southwest corner of the site is shared with the office building to the west. The project would provide 300 parking spaces, 9 fewer than required by the City of Industry's zoning code; such a small deviation can be approved administratively by the City Planning Director. The site would share 9 parking spaces with the adjacent parcel, which has excess parking. Parking spaces would consist of 243 standard spaces, 12 accessible spaces next to the south side of the building, and 45 compact spaces along the eastern site boundary.

Landscaping

The project would provide 30,687 square feet of landscaping, mostly along the southern and northern site boundaries. The majority of the landscaped area fronting Crossroads Parkway would be a dual-purpose detention/biofiltration basin. Biofiltration functions as a soil- and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. The filter material would be three feet deep; underground subdrains from the detention/biofiltration basin would convey filtered stormwater from the basin to an existing storm drain in Crossroads Parkway. Detention is the temporary accumulation and storage of stormwater for controlled release within a few days after a storm.

1. Introduction

1.3.2 Demolition and Construction

Demolition of the existing parking lot and construction of the proposed improvements would be conducted in four phases: demolition, grading, building construction, and landscaping installation. The entire demolition and construction effort would last about 22 months, from January 2016 to October 2017.

Demolition

Approximately 3,600 tons of asphalt concrete would be removed, and asphalt demolition debris hauling would require three weeks. Demolition would involve use of one dozer, one loader, and one water truck.

Grading

Grading would involve use of one dozer, one loader, four scrapers, one skid loader, and one water truck. No soil import or export would be required.

Building Construction

Building construction would involve use of forklifts, backhoes, one skid loader, one laser screed (used in building concrete floors), boom lifts, scissors lifts, eight concrete finishing machines, one water truck, two cranes, one roofing tanker, and one paint sprayer. In addition to the building, the project would involve construction of 88,707 square feet of asphalt including parking lot and driveway; and 4,681 square feet of other hardscape.

Landscape Installation

Landscaping installation would involve use of two backhoes, one rototiller, and one skid loader.

1.3.3 Project Phasing

Upon project approval by the City of Industry, much of the existing parking lot would be removed and the building built; the new parking lot and landscaping would be built or installed in one phase. Project construction, including removal of much of the existing parking lot, is expected to last about 22 months, from January 2016 to October 2017.

1.4 EXISTING ZONING AND GENERAL PLAN

The existing zoning designation for the site is C – Commercial, and the existing General Plan designation is Employment.

1.5 CITY ACTION REQUESTED

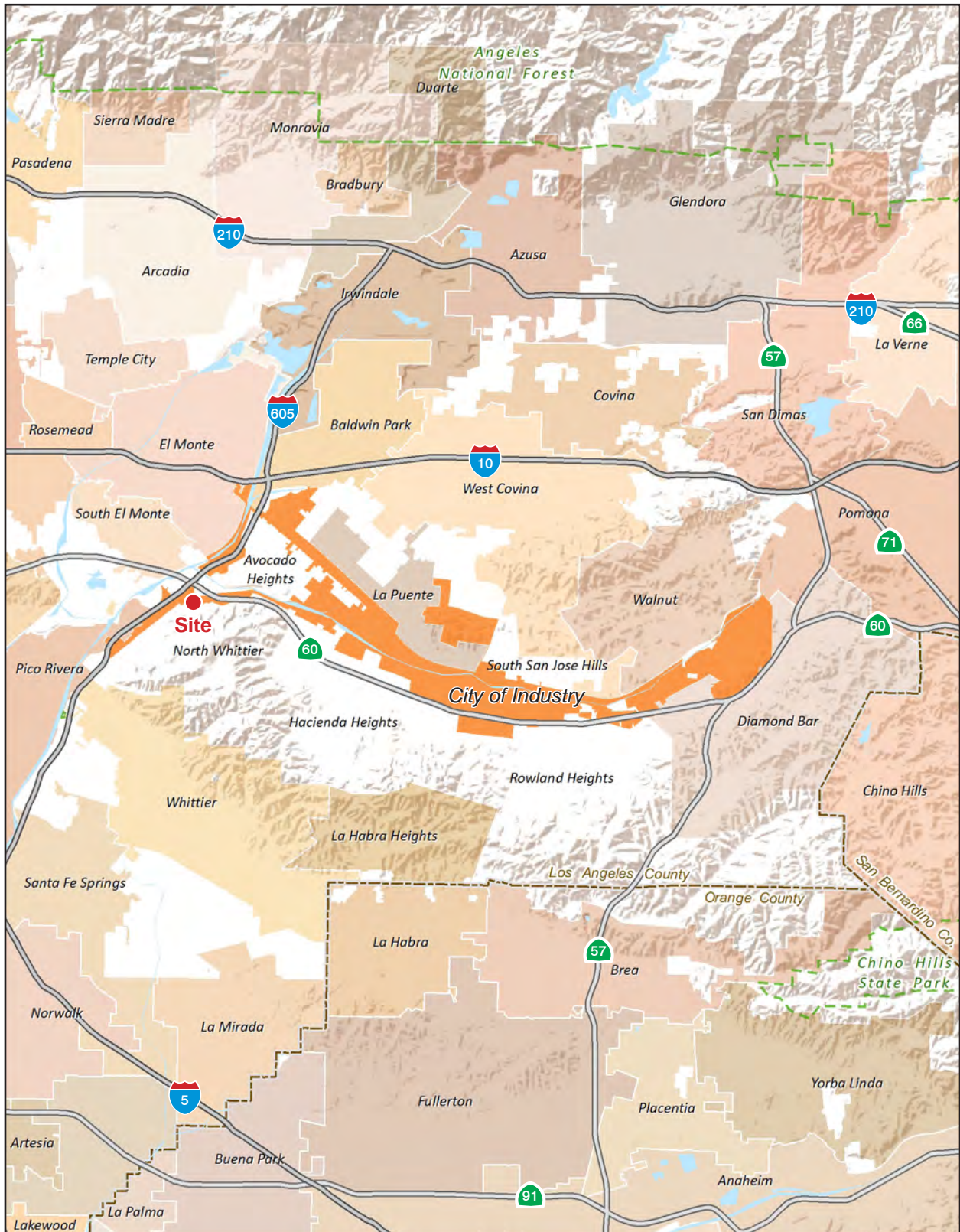
The project includes applications for three discretionary permits:

- Development Plan for construction of a two-story office building with associated parking.

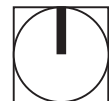
1. Introduction

- Zoning Exception to allow 41.3 percent of the parking for the proposed building plus the existing building to the west to be compact spaces, exceeding the 20 percent compact spaces permitted by the City zoning code.
- Tentative Tract Map subdividing the 11.81-acre parcel into two parcels: the 4.14-acre, proposed project site, and a 7.67-acre parcel containing the existing office building to the west.

Figure 1 - Regional Location
1. Introduction



Note: Unincorporated county areas shown in white.



Source: ESRI, 2015

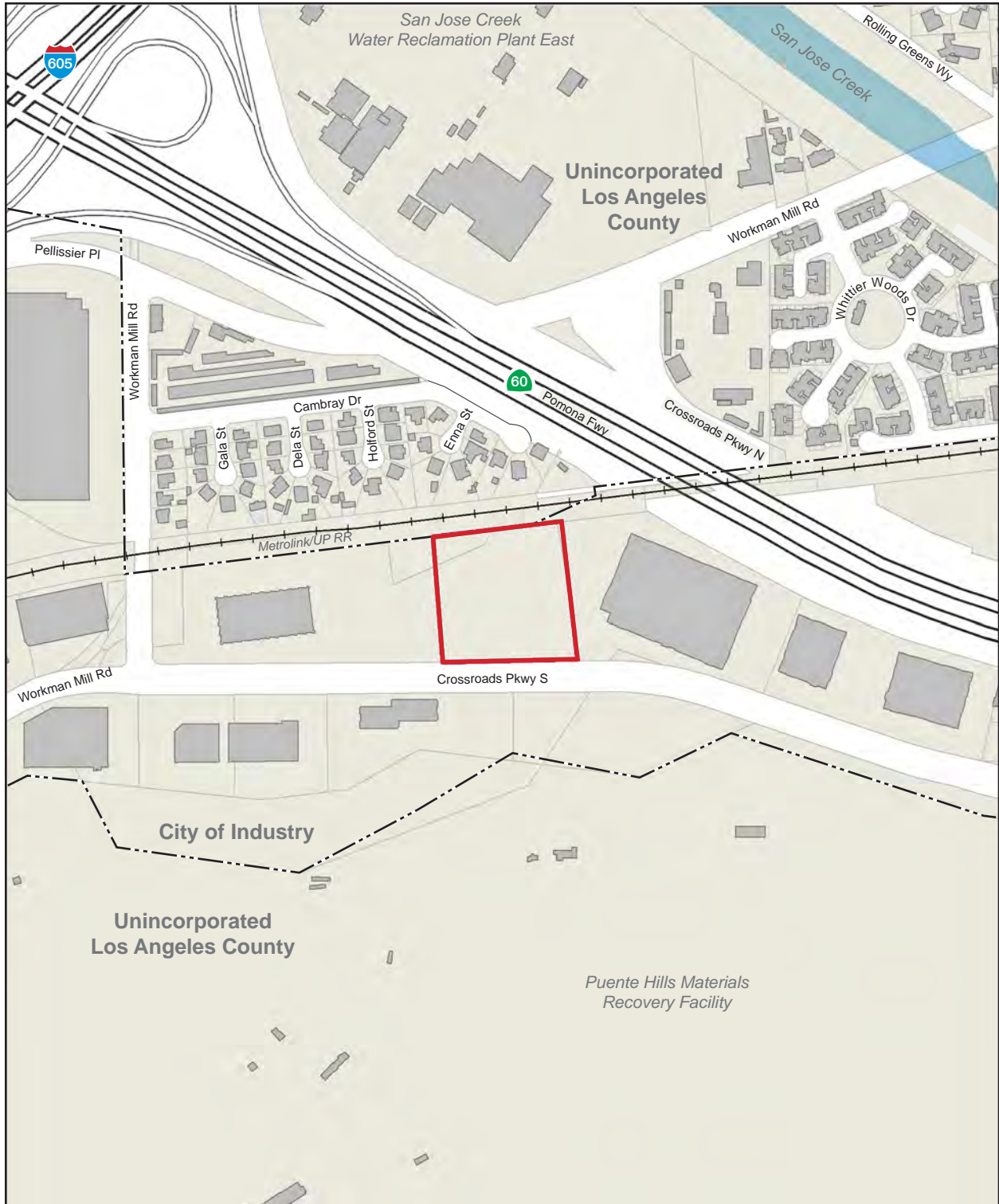
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PlaceWorks

1. Introduction

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Figure 2 - Local Vicinity
1. Introduction



— Subject Property - - - - - City Boundary

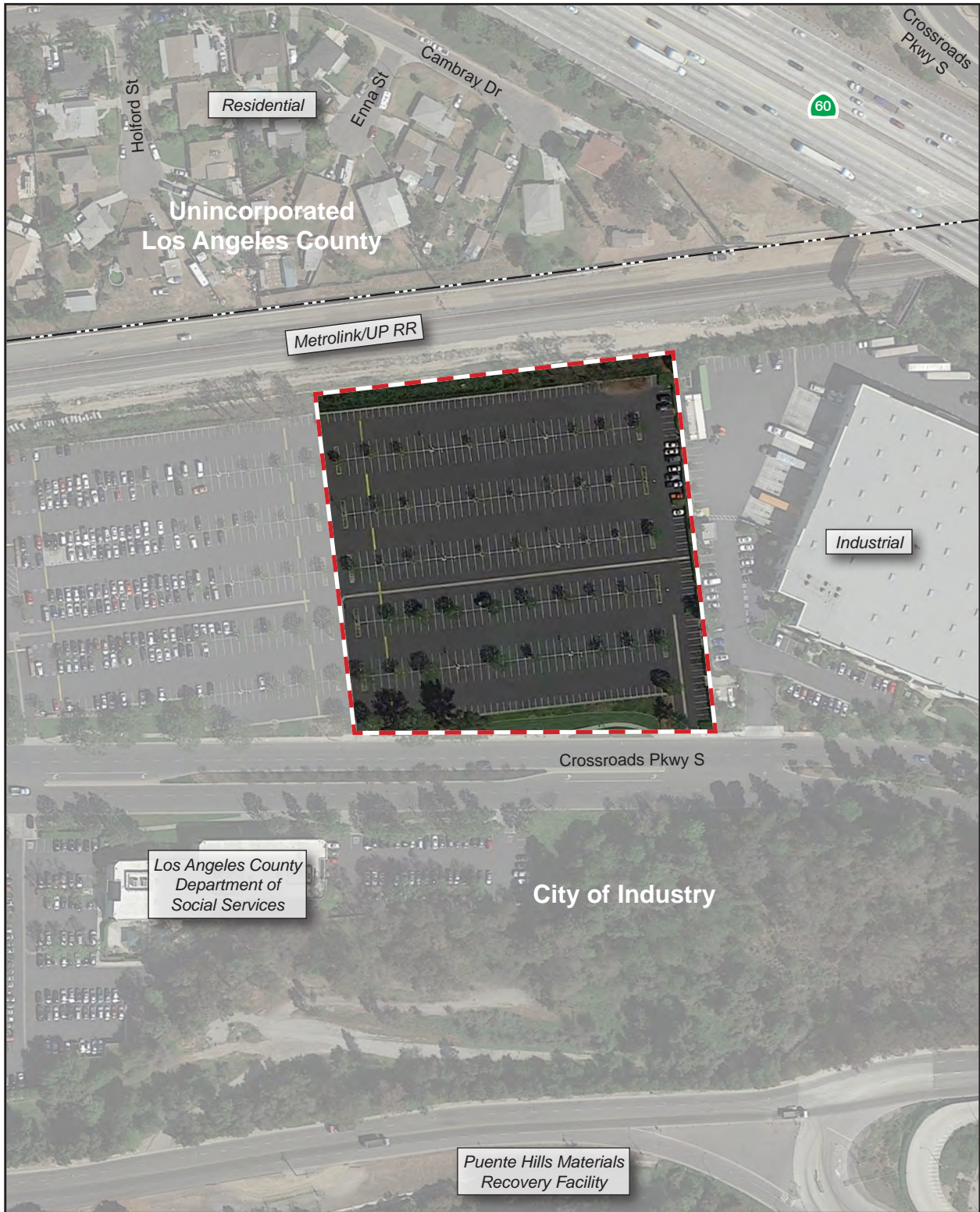
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1. Introduction

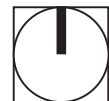
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Figure 3 - Aerial Photograph
1. Introduction



--- Project Site - - - - - City Boundary

0 200
Scale (Feet)



Source: Google Earth Pro, 2015

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PlaceWorks

1. Introduction

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Figure 4 - Site Photographs
1. Introduction



View northwest across the site from the site's southeast corner. The landscaping at left is in the south part of the site near Crossroads Parkway.

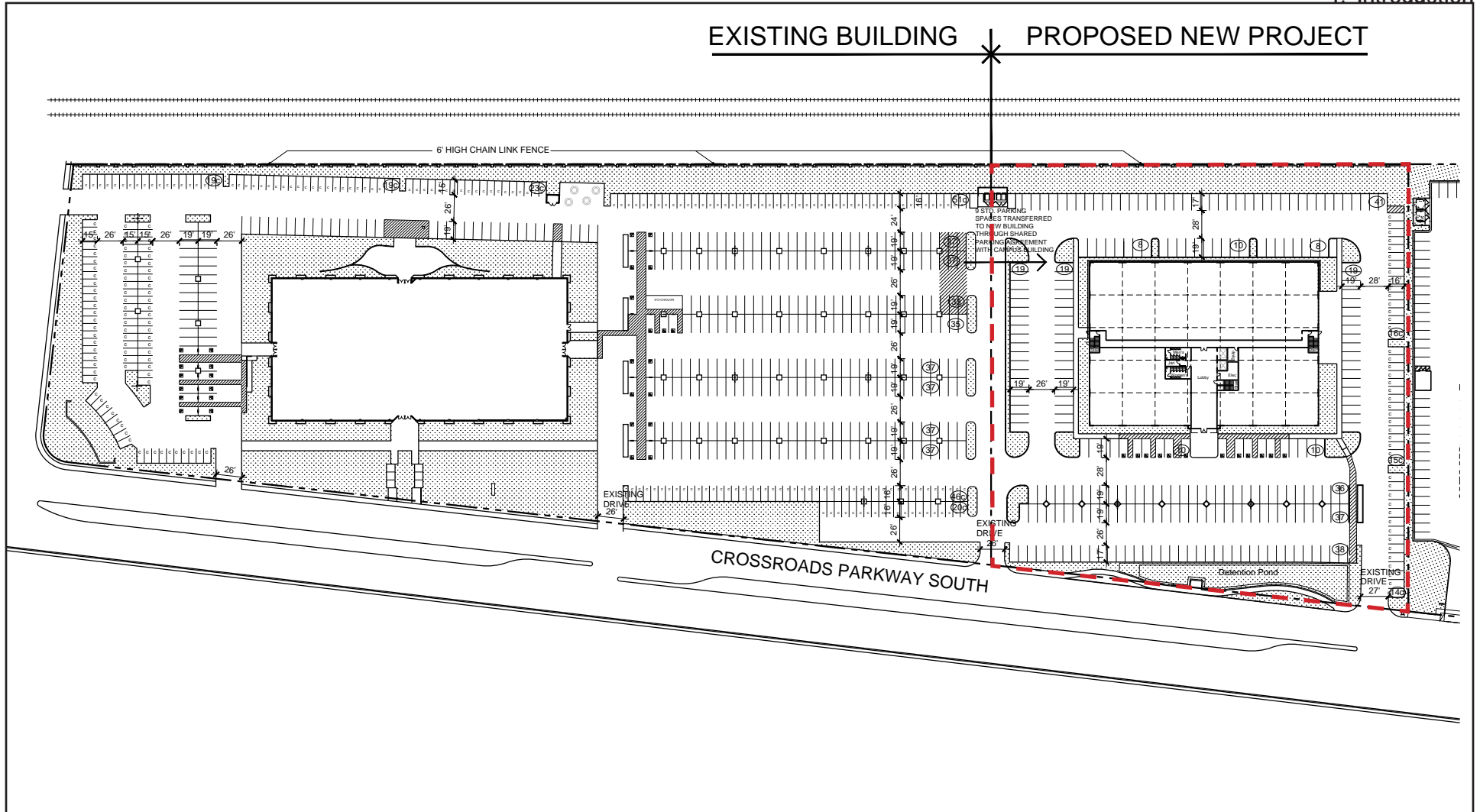


View southwest across the site from the site's northeast corner. The hillside in center and left background is part of the site of the closed Puente Hills Landfill.

1. Introduction

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Figure 5 - Master Site Plan
1. Introduction



--- Project Site

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Scale (Feet)

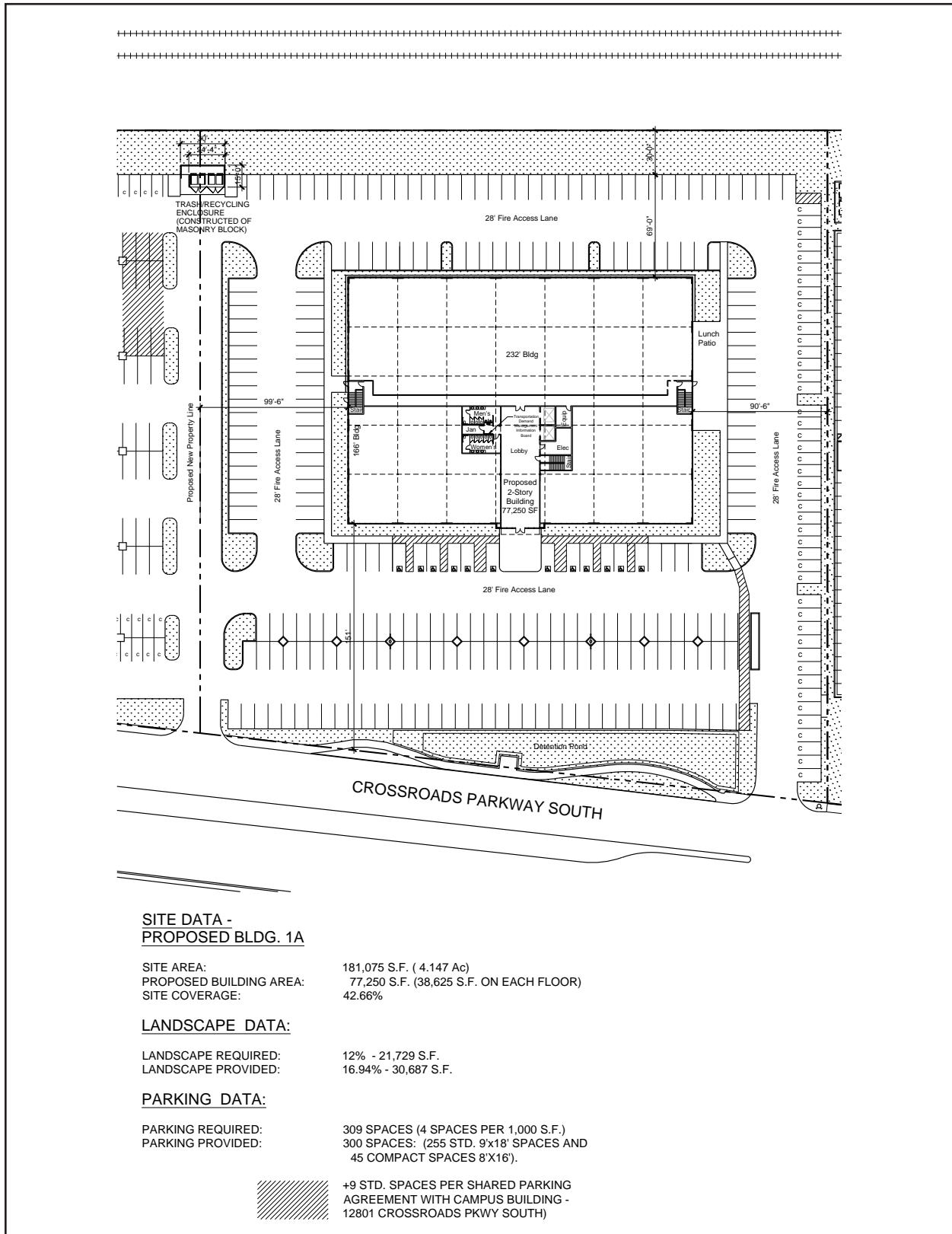


Source: Commerce Construction Company, 2015

1. Introduction

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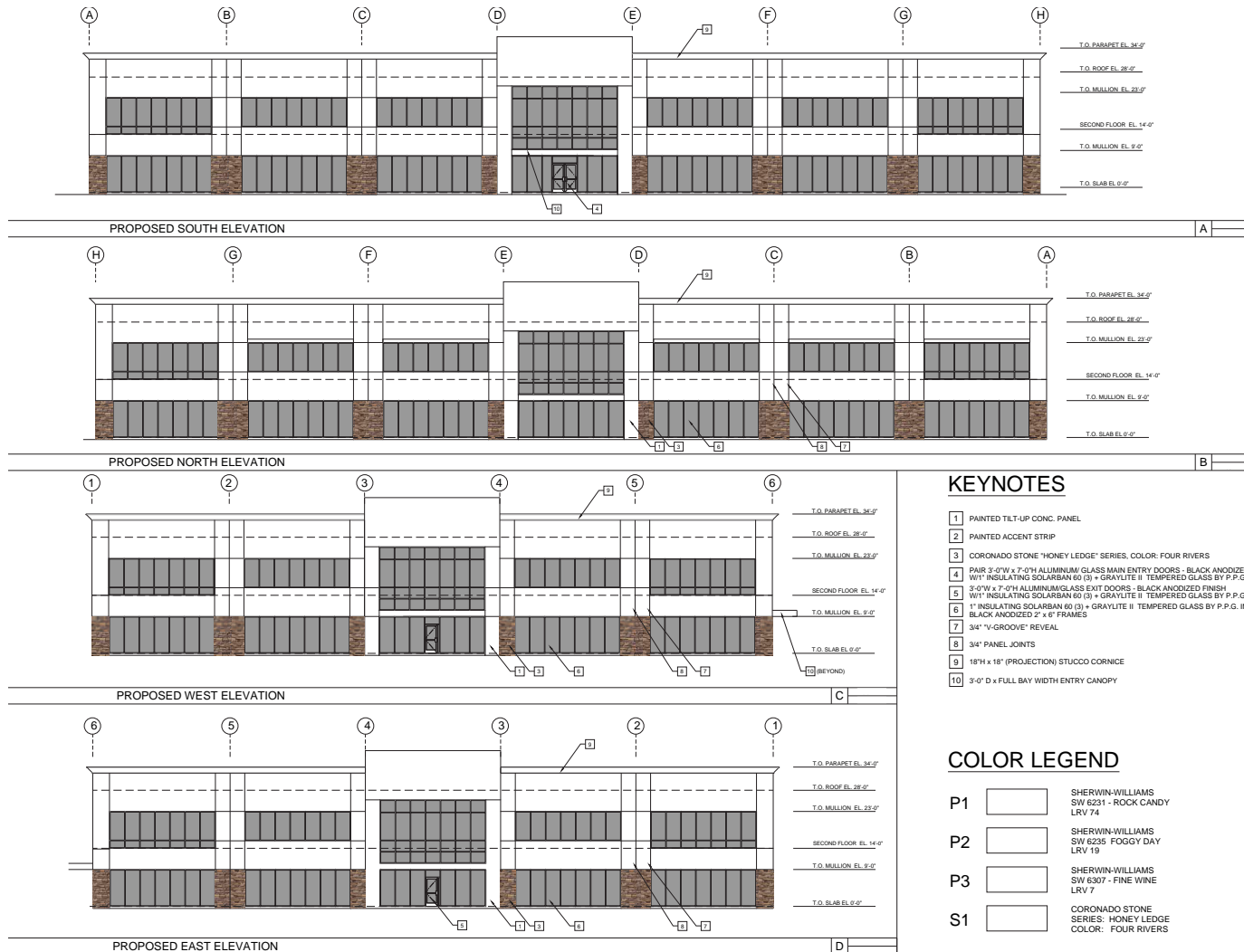
Figure 6 - Site Plan
1. Introduction



1. Introduction

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Figure 7 - Elevations
1. Introduction



0 40
Scale (Feet)

1. Introduction

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2. Environmental Checklist

2.1 BACKGROUND

1. Project Title: Crossroads Office Building

2. Lead Agency Name and Address:

City of Industry
15625 East Stafford, Suite 100
P.O. Box 3366
City of Industry, CA 91744-0366

3. Contact Person and Phone Number:

Brian James, Planning Director
626.333.2211

4. Project Location: The project site is at 12851 Crossroads Parkway in the western part of the City of Industry, approximately 0.4 mile southeast of the junction of the SR-60 and Interstate 605 freeways.

5. Project Sponsor's Name and Address:

Majestic Realty Company
13191 Crossroads Parkway
City of Industry, CA 91746

6. General Plan Designation: Employment

7. Zoning: C- Commercial

8. Description of Project:

The project includes construction and operation of a 77,250-square-foot, two-story office building on a 4.14-acre site in addition to parking lots and landscaping. The project includes applications for three discretionary permits from the City of Industry:

- Development Plan
 - Tentative Tract Map subdividing the 4.14-acre proposed project site from an existing 11.81-acre parcel
 - Zone exception allowing 41.3 percent of parking spaces to be compact; the City's zoning code permits a maximum of 20 percent.
-

9. Surrounding Land Uses and Setting:

The site is a paved parking lot with small amounts of landscaping along the northern and southern edges.

A freight transportation company bounds the project site on the east. To the north are Union Pacific and Metrolink railroad tracks and single-family residences across the tracks in the community of Avocado Heights in unincorporated Los Angeles County. Office use are to the west; Crossroads Parkway is to the

2. Environmental Checklist

south, with office uses across Crossroads Parkway to the southwest; and south and southeast past those office uses is a hillside created after the 2013 closure of part of the Puente Hills Landfill . The railroad tracks are used by the Metrolink Riverside Line commuter rail service and by freight traffic.

10. Other Public Agencies Whose Approval Is Required:

Los Angeles County Fire Department
Los Angeles County Building Department
Los Angeles County Public Works Department
South Coast Air Quality Management District
Los Angeles Regional Water Quality Control Board

2. Environmental Checklist

2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use/Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Significance

2.3 EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g. the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) **Earlier Analysis Used.** Identify and state where they are available for review.
 - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

2. Environmental Checklist

- c) **Mitigation Measures.** For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?			X	
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
e) Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074? (Interim checklist question for AB 52 compliance.)		X		

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?			X	

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?				X
d) Parks?				X
e) Other public facilities?				X
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

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Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?			X	
e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

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Section 2.3 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions in the checklist and identifies mitigation measures, if applicable.

3.1 AESTHETICS

a) **Have a substantial adverse effect on a scenic vista?**

Less Than Significant Impact. The Puente Hills to the south and the San Gabriel Mountains to the north are visible from the site. The proposed building would be 38 feet high at the parapet over the central part of the south façade; the remainder of the building would be 34 feet high at the parapet along the balance of the south façade and 28 feet on the other three sides.

A sound wall separates the railroad tracks north of the site from the residential neighborhood across the tracks, and only the peaks of the roofs of the mostly one-story houses are visible above the sound wall. Therefore, development would not have a substantial adverse effect on views of the Puente Hills from the houses. Only limited views of the San Gabriel Mountains are visible from the site and from Crossroads Parkway due to trees and the elevated SR-60 freeway north of the site. Thus, development would not substantially reduce a scenic vista of the San Gabriel Mountains from Crossroads Parkway. Impacts would be less than significant, and no mitigation is needed.

b) **Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

No Impact. The nearest state scenic highway to the project site is State Route 2, the Angeles Crest Highway, about 16 miles to the north (Caltrans 2011). Project development would have no impact on a state scenic highway. There are several ornamental trees onsite in landscaped areas near the south edge of the site and in planters in the parking lot. The trees are typical of ornamental landscape trees in urban settings and are not considered scenic resources. Impacts would be less than significant, and no mitigation is required.

c) **Substantially degrade the existing visual character or quality of the site and its surroundings?**

No Impact. The project site is a paved parking lot. Project development would improve the visual character of the site by development of a two-story office building that would be visually compatible with surrounding office and industrial uses. No adverse impact would occur.

d) **Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?**

Less Than Significant Impact. There are parking lot lights onsite; other existing light sources near the site include exterior and interior building lights, street lights, and vehicle lights. The proposed project would install

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exterior building lights for safety and security; and parking lot lights mounted on two poles in the southern part of the site. Proposed lighting would not substantially alter nighttime views in the area, given the amounts and types of existing lighting. Window glass that would appear charcoal colored from the exterior and would not generate substantial daytime or nighttime glare. Impacts would be less than significant, and no mitigation is needed.

3.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

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

No Impact. The project site is not mapped on the California Important Farmland Finder maintained by the Division of Land Resource Protection (DLRP 2015). Project development would not convert mapped important farmland to nonagricultural uses, and no impact would occur.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No Impact. The project site is zoned for commercial use, and there is no zoning for agricultural use onsite. Williamson Act contracts restrict the use of privately owned land to agriculture and compatible open-space uses under contract with local governments; in exchange, the land is taxed based on actual use rather than potential market value. No Williamson Act contracts are in effect onsite (DLRP 2013). No impact would occur.

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

No Impact. The project site is zoned for commercial use and is not zoned as forest land, timberland, or timberland production. No impact would occur.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

No Impact. The project site is developed as a paved parking lot. No forest land is onsite and project development would not convert forest land to nonforest use. No impact would occur.

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

No Impact. There is no farmland or forest land onsite, and project development would not indirectly cause conversion of farmland or forest land to nonagricultural use. No impact would occur.

3.3 AIR QUALITY

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthy pollutant concentrations. A background discussion on the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix A.

The primary air pollutants of concern for which ambient air quality standards (AAQS) have been established are ozone (O₃), carbon monoxide (CO), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), sulfur dioxide (SO₂), nitrogen dioxides (NO₂), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (SoCAB), which is managed by the South Coast Air Quality Management District (SCAQMD), is designated nonattainment for O₃ and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2014a).

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

- a) **Conflict with or obstruct implementation of the applicable air quality plan?**

Less Than Significant Impact. A consistency determination plays an important role in local agency project review by linking local planning and individual projects to the air quality management plan (AQMP). It fulfills the CEQA goal of informing decision makers of the environmental efforts of the project under consideration at an early enough stage to ensure that air quality concerns are fully addressed. It also provides the local agency with ongoing information as to whether they are contributing to clean air goals in the AQMP. The most recent adopted comprehensive plan is the 2012 AQMP, adopted on December 7, 2012 (see Appendix A to this Initial Study for a description of the 2012 AQMP).

Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (SCAG) and are partially based on land use designations in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. The proposed project is not considered a regionally significant project that would warrant Intergovernmental Review by SCAG under CEQA Guidelines section 15206.

While the proposed project would result in an increase in employment in the City of Industry, the project would not substantially affect the regional growth projections because the land use is consistent with the

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underlying City of Industry General Plan land use designation. Thus, it would not have the potential to substantially affect the regional growth projections. Additionally, the regional emissions generated by construction and operation of the proposed project would be less than the SCAQMD emissions thresholds, and SCAQMD would not consider the project a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Therefore, the project would not affect the regional emissions inventory or conflict with strategies in the AQMP. Impacts are less than significant, and no mitigation measures are required.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact. The following describes project-related impacts from short-term construction activities and long-term operation of the proposed project.

Short-Term Air Quality Impacts

Construction activities would result in the generation of air pollutants. These emissions would primarily be 1) exhaust emissions from off-road diesel-powered construction equipment; 2) dust generated by asphalt demolition, site preparation, grading, earthmoving, and other construction activities; 3) exhaust emissions from on-road vehicles and 4) off-gas emissions of volatile organic compounds (VOCs) from application of asphalt, paints, and coatings.

Construction on the 4.14-acre project site would involve asphalt demolition, site preparation, site grading, construction of the office building, landscape installation, and architectural coating. Construction activities would start in early 2016 and would take approximately 22 months. Construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2013.2.2, based on the project's preliminary construction schedule. Results of the construction emission modeling are shown in Table 1, *Maximum Daily Regional Construction Emissions*. As shown in the table, air pollutant emissions from construction-related activities would be less than their respective SCAQMD regional significance threshold values. Therefore, air quality impacts from project-related construction activities would be less than significant. No mitigation measures are required.

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Table 1 Maximum Daily Regional Construction Emissions

Source	Criteria Air Pollutants (lbs/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
2016 Asphalt Demolition	2	18	14	<1	1	1
2016 Asphalt Demolition + Asphalt Demo Debris Haul	2	24	19	<1	4	1
2016 Grading	8	91	61	<1	9	5
2016 Building Construction	7	76	60	<1	5	4
2017 Building Construction	7	69	58	<1	5	4
2017 Building Construction + Architectural Coating	13	72	61	<1	5	4
2017 Building Construction + Architectural Coating + Landscape Installation	14	82	69	<1	6	5
Maximum Daily Emissions	14	91	69	<1	9	5
SCAQMD Regional Threshold	75	100	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

Source: CalEEMod, version 2013.2.2

Notes: Totals may not equal 100 percent due to rounding.

¹ The construction schedule is based on the preliminary information provided by the City. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Long-Term Operation-Related Air Quality Impact

Long-term air pollutant emissions generated by the project would be generated by area sources (e.g., landscape fuel use, aerosols, and architectural coatings), mobile sources from vehicle trips, and energy use (natural gas) associated with the proposed office building. Trip generation is based on the trip generation rates from the Institute of Transportation Engineers, *Trip Generation* manual (9th edition). Criteria air pollutant emissions for the proposed project were modeled using CalEEMod. Table 2, *Maximum Daily Regional Operational Phase Emissions*, identifies criteria air pollutant emissions from the proposed project. As shown in the table, air pollutant emissions generated from operation-related activities would be less than their respective SCAQMD regional significance threshold values, and no mitigation measures are required.

Table 2 Maximum Daily Regional Operational Phase Emissions

Source	Criteria Air Pollutants (lbs/day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area	3	<1	<1	<1	<1	<1
Energy	<1	<1	<1	<1	<1	<1
Mobile Sources	3	3	29	<1	6	2
Total Emissions	6	3	29	<1	6	2
SCAQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2013.2.2. Highest winter or summer emissions are reported. Totals may not equal 100 percent due to rounding.

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- c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Less Than Significant Impact. The SoCAB is designated nonattainment for O₃ and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead under the National AAQS (CARB 2014a). According to SCAQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (SCAQMD 1993). Construction and operational activities would not result in emissions in excess of SCAQMD's significant thresholds. Therefore, the project would not result in a cumulatively considerable net increase in criteria pollutants, and impacts would be less than significant. No mitigation measures are required.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

Less Than Significant Impact. The proposed project could expose sensitive receptors to elevated pollutant concentrations if it would cause or contribute significantly to elevated pollutant concentration levels. Unlike regional emissions, localized emissions are typically evaluated in terms of air concentration rather than mass so they can be more readily correlated to potential health effects.

Construction

Construction LSTs

Localized significance thresholds (LSTs) are based on the California AAQS, which are the most stringent AAQS that have been established to provide a margin of safety in the protection of public health and welfare. They are designated to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and people engaged in strenuous work or exercise. Construction LSTs are based on the size of the project site, distance to the nearest sensitive receptor, and Source Receptor Area. Receptors proximate to the proposed project site are the residences to the north.

Air pollutant emissions generated by construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 3, *Localized Construction Emissions*, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the SCAQMD's LSTs. As shown in the table, construction activities would not exceed the LSTs. Therefore, localized impacts would be less than significant, and no mitigation measures are required.

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Table 3 Localized Construction Emissions

Source	Pollutants(lbs/day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
2016 Asphalt Demolition	17	13	0.90	0.82
2016 Asphalt Demolition + Asphalt Demo Debris Haul	17	13	3.09	1.16
SCAQMD ≤1.00-acre LST	83	673	18.46	6.36
Exceeds LST?	No	No	No	No
2016 Building Construction	73	51	4.29	3.96
2017 Building Construction	66	51	3.81	3.51
2017 Building Construction + Architectural Coating	69	53	4.04	3.74
SCAQMD 3.00-acre LST	142	1,292	34.23	11.04
Exceeds LST?	No	No	No	No
2017 Building Construction + Architectural Coating + Landscape Installation	78	60	4.74	4.38
SCAQMD 4.50-acre LST	173	1,683	44.90	13.55
Exceeds LST?	No	No	No	No
2016 Grading	91	59	8.37	5.28
SCAQMD 5.00-acre LST	183	1,814	48.46	14.39
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2013.2.2., and SCAQMD 2008.

Notes: In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis. LSTs are based on non-residential receptors within 82 feet (25 meters) of a 4.14-acre site in SRA 11. PM₁₀ and PM_{2.5} construction LSTs are based on residential receptors within 220 feet (67 meters) of a 4.14-acre site in SRA 11.

¹ The construction schedule is based on the preliminary information provided by the City. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Health Risk Assessment

SCAQMD currently does not require health risk assessments for short-term emissions from construction equipment. Emissions from construction equipment primarily consist of diesel particulate matter (DPM). The Office of Environmental Health Hazards Assessment (OEHHA) adopted new guidance for the preparation of health risk assessments in March 2015. OEHHA has developed a cancer risk factor and non-cancer chronic reference exposure level for DPM, but these factors are based on continuous exposure over a 30-year time frame. No short-term acute exposure levels have been developed for DPM. The proposed project would be developed in approximately 22 months, which would limit the exposure to onsite and offsite receptors. SCAQMD currently does not require the evaluation of long-term excess cancer risk or chronic health impacts for a short-term project. In addition, construction activities would not exceed LST significance thresholds. For the reasons stated above, it is anticipated that construction emissions would not pose a threat to offsite receptors near the proposed office building, and project-related construction health impacts would be less than significant. No mitigation measures are required.

3. Environmental Analysis

Operation

Operation LSTs

Operation of the proposed project would not generate substantial quantities of emission from onsite, stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from SCAQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur onsite. The proposed project does not fall within these categories of uses. While operation of the proposed project would result in the use of standard onsite mechanical equipment such as heating, ventilation, and air conditioning units as well as the occasional use of landscaping equipment for project site maintenance, air pollutant emissions generated from these activities would be nominal (see Table 2). Therefore, localized air quality impacts related to stationary-source emissions would be less than significant, and no mitigation measures are required.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hotspots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds.

Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2011). The proposed project would result in approximately 852 average daily trips during a weekday, 120 trips during the morning peak hour, and 116 trips during the evening peak hour, which is substantially less than the volumes cited above. Furthermore, the SoCAB has since been designated as attainment under both the national and California AAQS for CO. The project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. Localized air quality impacts related to mobile-source emissions would be less than significant, and no mitigation measures are required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. The proposed project would not result in objectionable odors. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

3. Environmental Analysis

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The proposed land use does not fall within the aforementioned land uses. Emissions from construction equipment, such as diesel exhaust and volatile organic compounds from architectural coatings and paving activities, may generate odors. However, these odors would be low in concentration, temporary, and are not expected to affect a substantial number of people. No significant impacts would occur, and no mitigation measures are required.

3.4 BIOLOGICAL RESOURCES

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

No Impact. The project site is a paved parking lot surrounded by built-out urban land uses. Slopes of the Puente Hills south of Crossroads Parkway are restored land formerly used as the Puente Hills Landfill and are not native habitat. Project development would not have a substantial adverse effect on special status species, and no impact would occur.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

No Impact. Sensitive natural communities are natural communities that are considered rare in the region by regulatory agencies; known to provide habitat for sensitive animal or plant species; or known to be important wildlife corridors. Riparian habitats are those occurring along the banks of rivers and streams. The project site is developed as a paved parking lot, and there is no sensitive natural community or riparian habitat onsite. No impact would occur.

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. The project site is a paved parking lot, and there are no wetlands onsite. No impact would occur.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Less Than Significant Impact. The project site is in an area built out with urban land uses and is thus not available for overland wildlife movement. There are several trees onsite that could be used for nesting by migratory birds protected under the federal Migratory Bird Treaty Act and state law.

Options for compliance with the MBTA include:

3. Environmental Analysis

- Avoiding grading activities during the nesting season, February 15 to August 15; or
- If grading activities are to be undertaken during the nesting season, a site survey for nesting birds by a qualified biologist before commencement of grading activities. If nesting birds are found, the applicant would consult with the USFWS regarding means to avoid or minimize impacts to nesting birds.

Site clearance is scheduled to begin in January 2016; thus, tree removals are expected to be completed before February 15, 2016. In the event that tree removals occurred during the nesting season, the project applicant and construction contractor would comply with MBTA requirements. Impacts would be less than significant.

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

No Impact. The City of Industry has no ordinances protecting biological resources, and no impact would occur.

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

No Impact. The project site is not in or next to the plan area of a habitat conservation plan or natural community conservation plan. The Rio Hondo College Wildlife Sanctuary Significant Ecological Area (SEA), designated by Los Angeles County, is about 0.5 mile southwest of the project site. Development activities in the SEAs are reviewed closely in order to conserve fragile resources such as streams, oak woodlands, and threatened or endangered species and their habitat. Project development would not conflict with county policies pertaining to the Rio Hondo SEA, and no impact would occur.

3.5 CULTURAL RESOURCES

a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?

Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally a resource is considered to be “historically significant” if it meets one of the following criteria:

- i) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- ii) Is associated with the lives of persons important in our past;
- iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values;
or
- iv) Has yielded, or may be likely to yield, information important in prehistory or history.

3. Environmental Analysis

No Impact. The existing parking lot onsite is shown in a 1994 aerial photograph. In a 1980 aerial photograph the site is flat bare land, and Crossroads Parkway is visible. In aerial photographs dated 1948 through 1972 the site is vacant, and a stream passes through the northern half of the site. The site is shown as vacant in topographic maps dated 1900 and 1926; the waterway in the northern half of the site is identified as San Jose Creek.

There are no buildings onsite, and aerial photographs and topographic maps dating to 1900 show no former buildings onsite. Project development would not cause a substantial adverse change in the significance of a historical resource, and no impact would occur.

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

Less Than Significant Impact with Mitigation Incorporated. Archaeological resources are prehistoric or historic evidence of past human activities, including structural ruins and buried resources. Soils onsite were previously disturbed for construction of the existing parking lot. Project construction would involve soil disturbance to greater depths than would have been done for the existing parking lot—for over-excavation and for construction of the proposed building. The site is in an area expected to be sensitive for buried prehistoric archaeological resources, because it is about 0.7 mile from the San Gabriel River and next to the Whittier Narrows, a low gap between the Puente Hills to the east and the Montebello Hills to the west. Prehistoric archaeological resources could be buried in site soils, and project grading and construction activities could damage such resources. In the event that archaeological resources are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 100 feet of the discovery until the discovery can be evaluated by a qualified archaeologist. See Mitigation Measure 2 in Section e), below.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact. The project site is flat and is about 225 to 230 feet above mean sea level; there are no unique geological features on or near the site.

Paleontological resources are fossils—that is, evidence of past life on earth, including bones, shells, leaves, tracks, burrows, and impressions. The site is underlain by silty sandstone of Pliocene age (USGS 2005).¹ There is some possibility that fossils could be present in site soils and thus could be damaged by project grading and/or construction activities. This impact would be potentially significant. Implementation of Mitigation Measure 1 would reduce this impact to less than significant. Impacts would be less than significant.

1 In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.

¹ The Pliocene Epoch extends from about 2.6 to 5.3 million years before present.

3. Environmental Analysis

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. California Health and Safety Code Section 7050.5 requires that if human remains are discovered within the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. If the coroner determines that the remains are not subject to his or her authority and if the coroner has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. The project would comply with existing law, and potential impacts to human remains would be less than significant.

e) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074?

Less Than Significant Impact With Mitigation Incorporated. The City of Industry engaged in consultation with Andrew Salas, Chairman of the Gabrieleño Band of Mission Indians – Kizh Nation. The City's response letter to Mr. Salas is included as Appendix B of this Initial Study and is summarized below.

During the consultation, Mr. Salas provided background information regarding Native American tribal history in the general area and cited examples of archaeological finds near Olvera Street, the City of Hawaiian Gardens, and the San Gabriel Mission. Mr. Salas also noted that a trained monitor is best suited to detect tribal resources, and asserted that a Native American Monitor from the Kizh Nation should be contracted to be present during all ground disturbing activities.

Standard of Significance

The City uses the State standards when determining if a tribal cultural resource or a potential significant impact exist on a project site. These standards guide the development of measures to avoid or minimize impacts to tribal cultural resources, such as the use of an on-site monitor. A tribal cultural resource is defined in California Public Resources Code Section 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are:

- (a)(1)(A)—Included in or determined eligible for inclusion in the California Register of Historic Resources; or
- (a)(1)(B)—Included in a local register of historical resources; or
- (a)(2)—Determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in California Public Resources Code Section 5024.1(c). When applying the criteria of Section 5024.1(c), the lead agency must consider the significance of the resource to the California Native American tribe.

3. Environmental Analysis

Analysis

A letter from Mr. Salas dated October 29, 2015, describes Gabrieleño villages and other sites, in and near Whittier Narrows and the Puente Hills; and in the San Gabriel Valley and Los Angeles Basin north and south of the Puente Hills, respectively; and includes maps with symbols indicating locations of villages and sites. The aforementioned letter is confidential pursuant to Public Resources Codes Sections 21074, 5097.9, and 5097.993. The letter is in a separate appendix held at the City of Industry Planning Department and available to responsible agencies.

No resources are located specifically enough in the referenced letter to establish that the resources are on or abutting the project site. An analysis of the villages and sites Mr. Salas describes as being near the site is included in the confidential appendix. The nearest village or site to the project site is a site in the Puente Hills at least two miles from the project site.

Regarding cultural landscapes, the project site and vicinity have been modified thoroughly since European contact. Any tribal cultural significance the site may once have had—except for objects that might be buried in site soils—has been destroyed by development of the site and its surroundings.

Finding

Based on the City's analysis, there has been no finding of significant effect to tribal cultural resources at the project site.

In addition, the City has not received any information indicating that the project site is included in, or determined eligible for inclusion in, the California Register of Historic Resources. Further, the City has not received any information that the project site is included in a local register of historical resources. Lastly, the City does not have substantial evidence that supports the factors set forth in Public Resources Code Section 5024.1(c). Therefore, there is no evidence that an onsite monitor is appropriate or necessary for the project on the project site.

However, the City understands that finds can occur during ground disturbances. Accordingly, despite the lack of evidence establishing a tribal cultural resource per California Resources Code Section 21074, the mitigation measure below provides a means of avoiding or substantially lessening impacts to tribal cultural resources consistent with AB 52.

Mitigation Measure

- 2 If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

3. Environmental Analysis

Per AB 52, the City has acted in good faith and made a reasonable effort to reach a mutual agreement as set forth in correspondences dated October 14, 22, and November 5, 2015. Per Public Resources Code Section 21080.3.2(b), the City has determined that a mutual agreement cannot be reached and has deemed the AB 52 consultation process to be concluded. The City's response letter to Mr. Salas is included as Appendix B.1 to this Initial Study.

3.6 GEOLOGY AND SOILS

- a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
- i. **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

No Impact. The project site is not in an Alquist-Priolo Earthquake Fault Zone, and the nearest such zones to the site are along the Whittier Fault about 3.5 miles to the south and along an unnamed fault about 3.3 miles to the west (CGS 1991a; CGS 1991b). The nearest active faults to the site mapped by the California Geological Survey are these two faults (CGS 2015). There are no known active faults in or next to the project site, and project development would not subject people or structures to risks of surface rupture of a known active fault. No impact would occur.

- ii. **Strong seismic ground shaking?**

Less Than Significant Impact. There are several active faults in the project region, including the Whittier and unnamed faults mentioned previously; the Raymond Fault, approximately 10 miles to the north; the Newport-Inglewood Fault, about 20 miles to the southwest; and the Chino Fault, about 24 miles to the east (CGS 2015).

Strong earthquakes occasionally occur in the project region—for instance, the Northridge Earthquake of 1994, the San Fernando Earthquake of 1971, and the Long Beach Earthquake of 1933. The Whittier Narrows Earthquake of 1987, which was of magnitude 5.9, occurred on a concealed thrust fault and was centered about 3.9 miles northwest of the project site. That earthquake caused eight fatalities and nearly \$360 million in property damage (SCEDC 2014). Strong ground shaking is likely to occur within the design lifetime of the proposed building.

Structures for human occupancy must be designed to meet or exceed 2013 California Building Code (CBC; California Code of Regulations Title 24 Part 2) standards for earthquake resistance. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with specified probability of occurring at the site. The geotechnical investigation for the project would calculate seismic design parameters, pursuant to CBC requirements, that must be used in the design of the proposed building. Impacts would be less than significant.

3. Environmental Analysis

iii. Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction refers to loose, saturated sand or silt deposits that behave as a liquid and lose their load-supporting capability when strongly shaken. Loose granular soils and silts that are saturated by relatively shallow groundwater are susceptible to liquefaction. Groundwater levels in spring 2015 at the two nearest wells shown on the Groundwater Information Center maintained by the Department of Water Resources were 49.1 feet below ground surface (bgs) at a well about 1.6 miles southwest of the site, and 90.6 feet bgs at a well about 0.6 mile northeast of the site (DWR 2015). The project site is in a zone of required investigation for liquefaction mapped by the California Geological Survey (CGS 1999). The project's geotechnical investigation is required to assess liquefaction potential onsite and provide recommendations as needed to minimize hazards from liquefaction. Impacts would be less than significant.

iv. Landslides?

Less Than Significant Impact. An area about 300 feet south of the project site is mapped as a zone of required investigation for earthquake-induced landslides by the California Geological Survey (CGS 1999). That mapped area is on a landscaped slope reconstructed after use as part of the Puente Hills Landfill. The slope is separated from the project site by Crossroads Parkway and a parking lot for office use southwest of the site. Thus, potential landslide in that area would not pose substantial hazards to people or structures on the project site, and impacts would be less than significant.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Proposed demolition of the existing parking lot, site grading, and construction would disturb large amounts of soil and could result in substantial soil erosion if effective erosion control measures were not used.

Construction projects of one acre or more are regulated under the Statewide General Construction Permit, Order No. 2012-0006-DWQ, issued by the State Water Resources Control Board (SWRCB) in 2012. Projects obtain coverage by developing and implementing a Stormwater Pollution Prevention Plan (SWPPP) estimating sediment risk from construction activities to receiving waters, and specifying best management practices (BMPs) that would be used by the project to minimize pollution of stormwater. Categories of BMPs used in SWPPPs are described below in Table 4. Implementation of BMPs would reduce erosion impacts to less than significant.

3. Environmental Analysis

Category	Purpose	Examples
Erosion Controls and Wind Erosion Controls	Cover and/or bind soil surface, to prevent soil particles from being detached and transported by water or wind	Mulch, geotextiles, mats, hydroseeding, earth dikes, swales
Sediment Controls	Filter out soil particles that have been detached and transported in water.	Barriers such as straw bales, sandbags, fiber rolls, and gravel bag berms; desilting basin; cleaning measures such as street sweeping
Tracking Controls	Minimize the tracking of soil offsite by vehicles	Stabilized construction roadways and construction entrances/exits; entrance/outlet tire wash.
Non-Storm Water Management Controls	Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. Conduct various construction operations, including paving, grinding, and concrete curing and finishing, in ways that minimize non-stormwater discharges and contamination of any such discharges.	BMPs specifying methods for: paving and grinding operations; cleaning, fueling, and maintenance of vehicles and equipment; concrete curing; concrete finishing.
Waste Management and Controls (i.e., good housekeeping practices)	Management of materials and wastes to avoid contamination of stormwater.	Spill prevention and control, stockpile management, and management of solid wastes and hazardous wastes.

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

Less Than Significant Impact. Impacts arising from liquefaction are addressed above in Section 3.6.a.iii, and landslide impacts are addressed in Section 3.6.a.iv.

Lateral Spreading

Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The project geotechnical investigation would assess the potential for lateral spreading in site soils and provide recommendations as needed to minimize hazards to people and structures from lateral spreading. Impacts would be less than significant.

Ground Subsidence

The major cause of ground subsidence is withdrawal of groundwater. The project site is above the Main San Gabriel Groundwater Basin. The Main San Gabriel Watermaster manages the withdrawal and replenishment of water supplies in the basin. The watermaster also establishes the annual “safe operating yield,” that is, the maximum amount of groundwater that can be pumped without overdrafting the basin (Main San Gabriel Basin Watermaster 2015). Project development would not subject people or structures to substantial hazards arising from ground subsidence, and impacts would be less than significant.

3. Environmental Analysis

Collapsible Soils

Collapsible soils shrink upon being wetted and/or being subject to a load. Geotechnical investigations usually recommend removal of the top few feet of artificial fill and native soils and replacement with engineered compacted and moistened soils. Artificial fill would have been placed onsite during construction of the existing parking lot. Project grading and construction would comply with recommendations of the geotechnical investigation. Project development would not create substantial hazards arising from collapsible soils, and impacts would be less than significant.

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

Less Than Significant Impact. Expansive soils shrink or swell as the moisture content decreases or increases; the shrinking or swelling can shift, crack, or break structures built on such soils. The project geotechnical investigation would test samples of subsurface site soils for expansion potential. If soils are determined to be expansive, the geotechnical investigation report will provide recommendations to minimize hazards from expansive soils. Project development would not subject people or structures to substantial hazards from expansive soils, and impacts would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Project development would include installation of sewer laterals, and the project would not use alternative wastewater disposal systems. No impact would occur.

3.7 GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as greenhouse gases (GHGs), into the atmosphere. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHGs—water vapor, carbon dioxide (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydro fluorocarbons, per fluorocarbons, and chlorofluorocarbons.^{2, 3}

This section analyzes the project's contribution to global climate change impacts in California through an analysis of project-related GHG emissions. Information on manufacture of cement, steel, and other "life

² Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

³ Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of PM emitted from burning fuels. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2014b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

3. Environmental Analysis

cycle” emissions that would occur as a result of the project are not applicable and are not included in the analysis.⁴ A background discussion on the GHG regulatory setting and GHG modeling can be found in Appendix A to this Initial Study.

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

~~f)a)~~ Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

The proposed project would generate GHG emissions from vehicle trips generated by the project, energy use (indirectly from purchased electricity use and directly through fuel consumed for building heating) and area sources (e.g., equipment used on-site, consumer products, coatings), water/wastewater generation, and waste disposal. Annual GHG emissions were calculated for construction and operation of the project. Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for GHG emissions from the construction phase of the project. Project-related GHG emissions are shown in Table 5, *Project-Related GHG Emissions*. As shown in the table, the proposed project at buildout would generate 1,190 metric tons of carbon dioxide–equivalent (MTCO_{2e}) emissions annually. The total GHG emissions onsite from the project would not exceed the SCAQMD’s bright-line threshold of 3,000 MTCO_{2e},⁵ and the proposed project’s cumulative contribution to GHG emissions is less than significant. No mitigation measures are required.

⁴ Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see Final Statement of Reasons for Regulatory Action, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

⁵ This threshold is based on a combined threshold of 3,000 MTCO_{2e} for all land use types, proposed by SCAQMD’s Working Group based on a survey of the GHG emissions inventory of CEQA projects. Approximately 90 percent of CEQA projects’ GHG emissions inventories exceed 3,000 MTCO_{2e}, which is based on a potential threshold approach cited in CAPCOA’s white paper, “CEQA and Climate Change.”

3. Environmental Analysis

Table 5 Project-Related GHG Emissions

Source	MTCO ₂ e/year ¹	Percent of Project Total
Area	<1	<1%
Energy	340	29%
Mobile	716	60%
Water	38	3%
Solid Waste	29	2%
Amortized Construction Emissions ²	66	6%
Total Emissions	1,190	100%
SCAQMD's Bright-Line Threshold	3,000	NA
Exceeds Bright-Line Threshold	No	NA

Source: CalEEMod Version 2013.2.2.

MTCO₂e: metric tons of carbon dioxide-equivalent

Note: Percent changes from each source may not total to 100 percent due to rounding.

¹ Assumes implementation of the 2013 California Green Building Standards Code (CALGreen) and 2013 Building and Energy Efficiency Standards. The 2013 Building and Energy Efficiency Standards are 30 percent more energy efficient than the 2008 Standards for non-residential buildings and 25 percent more energy efficient for residential buildings than the 2008 Standards. Modeling assumes all structures onsite would be 30 percent more energy efficient than the 2008 building code for non-residential structures.

² Construction emissions are amortized over a 30-year project lifetime per recommended SCAQMD methodology.

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

No Impact. The California Air Resources Board's (CARB's) Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020. To estimate the reductions necessary, CARB projected statewide 2020 business-as-usual (BAU) GHG emissions and identified that the state as a whole would need to reduce GHG emissions by 28.5 percent from year 2020 BAU to achieve the target of AB 32 (CARB 2008). Since release of the 2008 Scoping Plan, CARB has updated the 2020 BAU forecast to reflect GHG emissions in light of the economic downturn and measures not previously considered within the 2008 Scoping Plan baseline inventory. The revised 2020 BAU forecast shows that the state would have to reduce GHG emissions by 21.6 percent from BAU without Pavley⁶ and the 33 percent Renewable Portfolio Standard (RPS) or 15.7 percent from the adjusted baseline (i.e., with Pavley and 33 percent RPS) (CARB 2012).⁷

Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (CAFE) standards, and other early action measures as necessary to ensure

⁶ The CARB originally approved regulations to reduce GHGs from passenger vehicles in September 2004, with the regulations to take effect in 2009. These regulations were authorized by the 2002 legislation Assembly Bill 1493 (Pavley). On September 24, 2009, the CARB adopted amendments to the "Pavley" regulations that reduce GHG emissions in new passenger vehicles from 2009 through 2016. These amendments are part of California's commitment toward a nation-wide program to reduce new passenger vehicle GHGs from 2012 through 2016. CARB's September amendments will cement California's enforcement of the Pavley rule starting in 2009, while providing vehicle manufacturers with new compliance flexibility.

⁷ In May 2014, CARB completed a five year update to the 2008 Scoping Plan. CARB recalculated the 1990 GHG emission levels with the updated global warming potential (GWP) in the Intergovernmental Panel on Climate Change's Fourth Assessment Report, and the 427 MMTCO₂e 1990 emissions level and 2020 GHG emissions limit, established in response to AB 32, is slightly higher, at 431 MMTCO₂e (CARB 2014c)

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the state is on target to achieve the GHG emissions reduction goals of AB 32. In addition, new buildings are required to comply with the 2013 Building and Energy Efficiency Standards (or future cycle update) and California Green Building Code (CALGreen). The project's GHG emissions would be reduced by compliance with statewide measures that have been adopted since AB 32 was adopted.

In addition to AB 32, the California legislature passed Senate Bill (SB) 375 to connect regional transportation planning to land use decisions made at a local level. SB 375 requires the metropolitan planning organizations to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plans to achieve the per capita GHG reduction targets. For the Southern California Association of Governments region, the SCS was adopted in April 2012 (SCAG 2012). The SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. The proposed office building is a permitted use under the Employment general plan designation; hence, it is consistent with the underlying General Plan land use designation and would not interfere with SCAG's ability to implement the regional strategies outlined in the 2012 Regional Transportation Plan/Sustainable Communities Strategy. No impact would occur, and no mitigation measures are required.

3.8 HAZARDS AND HAZARDOUS MATERIALS

- a) **Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Less Than Significant Impact.

Construction

The construction of the proposed office building would require fuels, lubricating fluids, solvents, or other substances. However, activities using these substances would be of short duration. The use, transport, storage, and disposal of hazardous materials using these substances comply with existing regulations established by several agencies, including the Department of Toxic Substances Control, the EPA, the US Department of Transportation, the Occupational Safety & Health Administration, and the Los Angeles County Fire Department.⁸

Operation

Operation of the proposed office building is expected to involve transport, use, and disposal of small amounts of hazardous materials for cleaning and maintenance purposes. The use, transport, and disposal of such materials would be required to comply with the regulations described above. Impacts would be less than significant, and no mitigation is required.

⁸ The Los Angeles County Fire Department is the Certified Unified Program Agency for the City of Industry. The Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

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- b) **Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Less Than Significant Impact.

Existing Hazardous Materials Onsite

The project site was not listed as a hazardous materials site on any of four regulatory databases searched on August 31, 2015: GeoTracker (State Water Resources Control Board); EnviroStor (Department of Toxic Substances Control); EnviroMapper (US Environmental Protection Agency); and Solid Waste Information System (SWIS; California Department of Resources Recovery and Recycling).

There are no structures onsite, and no structures are shown onsite in historical aerial photographs and topographic maps dating back to 1900; thus, asbestos-containing materials and lead-based paint are not expected to be environmental concerns for the project site.

Hazardous Materials to Be Used in Project Construction and Operation

Existing regulations require that prospective building occupants maintain equipment and supplies for containing and cleaning up minor spills of hazardous materials; train staff on such containment and cleanup; and notify appropriate emergency response agencies immediately in the event of a hazardous materials release of greater quantity and/or hazard than onsite staff can safely stop, contain, and clean up. Impacts would be less than significant, and no mitigation is needed.

- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

No Impact. No schools are located within 0.25 mile of the project site, and no impact would occur.

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

Less Than Significant Impact. California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities subject to corrective action; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

The following four environmental databases were searched for listings on and within 0.25 mile of the project site on September 21, 2015:

- GeoTracker, State Water Resources Control Board
- EnviroStor, Department of Toxic Substances Control

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- EnviroMapper, US Environmental Protection Agency
- SWIS, California Department of Resources Recovery and Recycling

No listings on the project site were found. Three of the databases, GeoTracker, EnviroMapper, and SWIS, included listings within 0.25 mile of the project site, described below in Table 6.

No hazardous materials sites of types specified in Government Code Section 65962.5 were identified on the project site. One leaking underground storage tank (LUST) site was identified 840 feet north of the project site; that site was closed in 1995. Project development would not create a substantial hazard to the public or the environment arising from listed hazardous materials sites, and impacts would be less than significant.

Table 6 Environmental Database Listings within 0.25 Mile of the Project Site

Site Name Address Distance from Project Site	Database and Type of Site	Reason for Listing and Regulatory Status
San Jose Creek Water Reclamation Plant 1965 Workman Mill Rd 700 feet north	GeoTracker Permitted Underground Storage Tank (UST)	
	EnviroMapper Large Quantity Generator of Hazardous Wastes (LQG)	
Caltrans Whittier Maintenance Station 1940 Workman Mill Rd 840 feet north	GeoTracker Leaking Underground Storage Tank (LUST)	Gasoline release affected soil. Case closed 1995.
	EnviroMapper Small Quantity Generator of Hazardous Wastes (SQG)	
	Solid Waste Information System (SWIS) Limited Volume Transfer Operation (active)	
Everest Roofing Products 2500 Workman Mill Road	EnviroMapper SQG	

Sources: State Water Resources Control Board [GeoTracker] 2015a; US Environmental Protection Agency [EnviroMapper] 2015; California Department of Resources Recovery and Recycling [Solid Waste Information System] 2015.

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

No Impact. The nearest public-use airport to the site is the San Gabriel Valley Airport—named the El Monte Airport until 2014—3.6 miles to the north. The project site is outside of areas surrounding San Gabriel Valley Airport where land uses are regulated to minimize hazards from aircraft crashes to persons on the ground (LACALUC 2003). Project development would not cause a hazard to people working onsite related to aircraft approaching or departing San Gabriel Valley Airport, and no impact would occur.

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- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The nearest heliport to the project site is the Los Altos Heliport at 450 Baldwin Park Boulevard in the City of Industry, 2.7 miles to the northeast. Over congested areas, helicopters must maintain an altitude of at least 1,000 feet above the highest obstacle within 2,000 feet of the aircraft, except as needed for takeoff and landing (Code of Federal Regulations Title 14 Section 91.119). Project development would not cause a substantial hazard to persons working onsite arising from helicopters approaching or departing the Los Altos Heliport. No impact would occur.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan maintained by the Office of Emergency Management and approved by the county board of supervisors in 2012. Project construction and operation would not block access to the project site or to surrounding properties, and would not interfere with the duties of emergency response officials. Project development would not interfere with implementation of the emergency response plan, and no impact would occur.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Less Than Significant Impact. The nearest Fire Hazard Severity Areas to the project site mapped by the California Department of Forestry and Fire Prevention are a Moderate Fire Hazard Severity Area opposite Crossroads Parkway south of the site, and Very High Fire Hazard Severity Areas in the Puente Hills about 0.7 mile east of the site and 0.6 mile south of the site (CAL FIRE 2011). The Los Angeles County Fire Department (LACoFD) provides fire protection to the project site and surroundings. The project site is in the service area of LACoFD Fire Station 87 at 140 South 2nd Avenue in the City of Industry, about 1.9 miles northeast of the site. Areas south of the project site mapped as Fire Hazard Severity Areas are in the service area of LACoFD Station 91 at 2691 Turnbull Canyon Road in the Community of Hacienda Heights in unincorporated Los Angeles County, about three miles southeast of the site.

The LACoFD is one of the largest emergency services agencies in the world, with 165 fire stations and 2,975 fire suppression personnel (LACoFD 2015). In addition, the LACoFD participates in the Mutual Aid System in the Los Angeles County Operational Area Emergency Response Plan. Considering firefighting resources in the region, project development would not subject people or structures to substantial wildfire hazards, and impacts would be less than significant.

3.9 HYDROLOGY AND WATER QUALITY

- a) **Violate any water quality standards or waste discharge requirements?**

Less Than Significant Impact.

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Construction

Construction projects of one acre or more are regulated under the Statewide General Construction Permit, Order No. 2012-0006-DWQ, issued by the SWRCB in 2012. Projects obtain coverage by developing and implementing a SWPPP estimating sediment risk from construction activities to receiving waters, and specifying BMPs that would be used by the project to minimize pollution of stormwater. Categories of BMPs used in SWPPPs are described above in Table 4 in Section 3.6.b.

Operation

The project would be developed in compliance with the Low-Impact Development Standards Manual issued by the Los Angeles County Department of Public Works in February 2014 pursuant to the Municipal Stormwater (MS4) Permit, Order No. R4-2012-0175, issued by the Los Angeles Regional Water Quality Control Board in 2012.

Onsite drainage would be southward via curb and gutter and ribbon gutters, which are shallow v-shaped gutters in the centers of parking lots and driveways. Drainage would flow into a dual-purpose detention/biofiltration basin that would occupy most of the landscaped area in the south part of the site next to Crossroads Parkway. Biofiltration functions as a soil- and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic or mulch layer, planting soil, and plants. The detention/biofiltration basin would contain a three-foot depth of filter material. Underground drains from the detention/biofiltration basin would convey filtered stormwater from the basin to an existing storm drain in Crossroads Parkway. Each of three inlets into the detention/biofiltration basin would be equipped with catch basin filters to minimize siltation of the basin and to filter out trash and debris. Detention is the temporary accumulation and storage of stormwater for controlled release within a few days after a storm.

One of the main aims of low-impact development is infiltrating stormwater into soil onsite, reducing runoff from the site. Onsite infiltration would not be used for the proposed project due to slow percolation rates in site soils. The proposed biofiltration with discharge of treated stormwater into a storm drain complies with the Low-Impact Development Standards Manual. The project would comply with water quality standards, and impacts would be less than significant. No mitigation is needed.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Less Than Significant Impact. The project site is a paved parking lot and is not used for groundwater recharge. The San Gabriel Valley Water Company (SGVWC) would provide water to the proposed project. The SGVWC estimated that in 2015 all of its potable water would be groundwater from the Main San Gabriel Valley Basin and the Central Subbasin of the Coastal Plain of Los Angeles Groundwater Basin. The SGVWC projects that it will have adequate water supplies to meet water demands in its service area through

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2035 (Stetson 2011). Groundwater levels in the Basin are maintained by the Main San Gabriel Basin Watermaster. Impacts would be less than significant, and no mitigation is necessary.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.**

Less Than Significant Impact. The drainage pattern onsite is south to Crossroads Parkway via surface flow and two surface drains. Drainage enters a storm drain inlet in Crossroads Parkway just west of the site. The storm drain in Crossroads Parkway is part of a network of City of Industry storm drains and channels, including San Jose Creek, that discharges into the San Gabriel River about two miles southwest of the site (LACDPW 2015).

Proposed site drainage is described above in Section 3.9.a. Upon project completion, drainage onsite would flow to Crossroads Parkway, as it does now. The proposed catch basin filters and detention/biofiltration basin would minimize the amount of sediment that would enter the existing storm drain. At project completion, the entire site would be developed with impervious areas and landscaping, and in postproject conditions the project would not generate substantial erosion. During project construction, the project would implement BMPs to minimize erosion, as described above in Section 3.9.a. Impacts would be less than significant, and no mitigation is required.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

Less Than Significant Impact. Project development would include installation of landscaping on 30,687 square feet, or about 17 percent, of the project site, slightly more than current conditions. Project development would result in a slight decrease in the proportion of the site that would be impervious. Thus, project development would decrease the runoff rate from the site. Development of the project would not cause flooding on- or offsite, and impacts would be less than significant.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

Less Than Significant Impact. The completed project would not generate runoff water exceeding the capacity of existing or planned stormwater drainage systems—as substantiated above in Section 3.9.d—or generate substantial additional sources of polluted runoff, as explained above in Section 3.9.a. Impacts would be less than significant.

- f) Otherwise substantially degrade water quality?**

Less Than Significant Impact. The project would comply with water quality requirements set forth in the Statewide General Construction Permit and in the Low-Impact Development Standards Manual, as substantiated above in Section 3.9.a. Impacts would be less than significant, and no mitigation is needed.

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g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The project site is not a 100-year flood zone mapped by the Federal Emergency Management Agency. The site is in Flood Zone D, which is an area of undetermined flood hazard (FEMA 2015). No impact would occur.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. The project does not propose development of housing in a 100-year flood zone, and no impact would occur.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. The project site is outside of the dam inundation areas for dams on the San Gabriel River (Corps 1985) and for Puddingstone Dam, which is about 13 miles east of the site on Walnut Creek (LACFCD 2008). The project site is not mapped as protected from 100-year floods by levees (FEMA 2015). No impact would occur.

j) Inundation by seiche, tsunami, or mudflow?

Less Than Significant Impact.

Seiche

A seiche is a surface wave created when an inland water body is shaken, usually by an earthquake. No inland water bodies are close enough to the site to pose a flood hazard to the site due to a seiche. Project development would not cause a flood hazard due to a seiche.

Tsunami

A tsunami is a sea wave caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is about 20 miles inland from the Pacific Ocean and at an elevation of about 255 feet above mean sea level; therefore, there is no tsunami flood risk at the site.

Mudflow

A mudflow is a landslide composed of saturated rock debris and soil with a consistency of wet cement. The slope above Crossroads Parkway opposite from the project site is an engineered slope with slope drains built during landscape restoration after closure of part of the Puente Hills Landfill (the entire landfill closed in 2013). Thus, it is unlikely that this slope would generate mudflows. Impacts would be less than significant.

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3.10 LAND USE AND PLANNING

a) **Physically divide an established community?**

No Impact. The project site is surrounded to the east, west, and south by commercial and industrial land uses. The nearest residential uses to the site are about 125 feet to the north across railroad tracks and a 10-foot-high sound wall. Development of the project would not divide an established community, and no impact would occur.

b) **Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

Less Than Significant Impact. The proposed project would conflict with City of Industry Zoning Code requirements for off-street parking, which require 309 parking spaces for the proposed building; the project would provide 300 spaces. Approximately 41 percent of parking provided would be compact spaces, exceeding the 20 percent maximum allowed by the zoning code. The shortfall of 9 parking spaces can be permitted administratively by the City of Industry Planning Director. It is expected that the Planning Director would permit this shortfall; the project would share 9 parking spaces with the neighboring property to the west, which has excess parking. The project includes an application for a zoning exception to allow 41.3 percent of the parking for the existing building to the west to be compact spaces. Upon allowance of the parking shortfall by the Planning Director and approval of the application for a zoning exception, the project would comply with land use regulations for the project site. Impacts would be less than significant.

c) **Conflict with any applicable habitat conservation plan or natural community conservation plan?**

No Impact. The project site is not in or next to the plan area of a habitat conservation plan or natural community conservation plan. No impact would occur.

3.11 MINERAL RESOURCES

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

No Impact. The project site is outside of areas mapped Mineral Resource Zone 2 (MRZ-2) by the California Geological Survey—that is, where significant Portland-cement concrete grade aggregate resources are present (CGS 2010). Project development would not cause a loss of availability of a known mineral resource valuable to the region and the state, and no impact would occur.

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

No Impact. No mining sites are designated in the City of Industry General Plan. The nearest mine to the site mapped on the Mines Online website is 4.8 miles to the northeast (OMR 2015). Project development would not impact availability of mining sites.

3.12 NOISE

A background discussion of the fundamentals of noise and vibration and the regulatory setting for noise impacts used for this Initial Study is presented in Appendix C.

Regulatory Framework

The proposed project site is at 12851 Crossroads Parkway within the City of Industry. The site is in proximity to the unincorporated communities of Avocado Heights to the north across the rail line. The pertinent regulations regarding noise and vibration are discussed below.

City of Industry Standards

Industry Noise Standards

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Industry addresses public nuisances under Chapter 1.30 (Public Nuisance) of the City's Municipal Code. The City of Industry has not adopted long-term noise and vibration criteria for land use compatibility consideration, but uses the County of Los Angeles Noise Ordinance and Community Noise Guidelines for environmental noise assessments, and it is included by reference in the City of Industry Municipal Code. For the purpose of CEQA analysis for projects in the City, the noise standards in the County's noise ordinance (discussed below) are used as significance thresholds.

Industry Vibration Standards

The City of Industry does not have regulatory standards for construction or operational vibration sources. To evaluate project impacts for CEQA analyses, the City relies on the Los Angeles County Municipal Code (discussed below) to address vibration impacts from the operation of equipment to adjacent uses.

County of Los Angeles Code

The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08 (Noise Control). The county restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time.

County Exterior Noise Standards

The county applies the Noise Control Ordinance standards summarized in Table 7 to non-transportation fans, blowers, pumps, turbines, saws, engines, and similar types of machinery. These standards do not gauge the compatibility of developments in the noise environment, but provide restrictions on the amount and

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duration of noise generated at a property, as measured at the property line of the noise receptor. The county's noise ordinance is designed to protect people from objectionable non-transportation noise sources such as music, construction activity, machinery, pumps, and air conditioners. The noise standards in Table 7 apply to all property within a designated noise zone unless otherwise indicated.

Table 7 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA) ^{1,2}				
		Standard 1 (L ₅₀)	Standard 2 (L ₂₅)	Standard 3 (L ₈)	Standard 4 (L ₂)	Standard 5 (L _{max})
Noise-Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code, Section 12.08.390.

¹ According to Section 12.08.390, if the ambient noise levels exceed the exterior noise standards above, then the ambient noise level becomes the noise standard. If the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.

² If the measurement location is on a boundary property between two different zones, the noise limit shall be the arithmetic mean of the maximum permissible noise level limits of the subject zones; except when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the subject receptor property.

- **Standard No. 1** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable L₅₀ noise level shown above; or, if the ambient L₅₀ exceeds the foregoing level, then the ambient L₅₀ becomes the exterior noise level for Standard No. 1.
- **Standard No. 2** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable L₅₀ noise level shown above plus 5dB; or, if the ambient L₂₅ exceeds the foregoing level, then the ambient L₂₅ becomes the exterior noise level for Standard No. 2.
- **Standard No. 3** shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable L₅₀ noise level shown above plus 10dB; or, if the ambient L₈ exceeds the foregoing level, then the ambient L₈ becomes exterior noise level for Standard No. 3.
- **Standard No. 4** shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable L₅₀ noise level shown above plus 15dB; or, if the ambient L₂ exceeds the foregoing level, then the ambient L₂ becomes the exterior noise level for Standard No. 4.
- **Standard No. 5** shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable L₅₀ noise level shown above plus 20dB; or, if the ambient L₀ exceeds the foregoing level then the ambient L_{max} becomes the exterior noise level for Standard No. 5.

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County Construction Noise Standards

The county prohibits the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7 PM and 7 AM, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance. The county also sets maximum noise levels not to exceed the following maximum noise levels from mobile equipment (nonscheduled, intermittent, short-term operations for less than 30 days) as summarized in Table 8, *County of Los Angeles Mobile Construction Equipment Noise Limits*.

Table 8 County of Los Angeles Mobile Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	75 dBA	80 dBA	85 dBA
Daily, 8 PM to 7 AM and all day Sunday and legal holidays	60 dBA	64 dBA	70 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For nonscheduled, intermittent, short-term operations for less than 30 days.

Maximum noise levels from stationary equipment (repetitively scheduled and relatively long-term operations of ten days or more) are summarized in Table 9, *County of Los Angeles Stationary Construction Equipment Noise Limits*.

Table 9 County of Los Angeles Stationary Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	60 dBA	65 dBA	70 dBA
Daily, 8 PM to 7 AM and all day Sunday and legal holidays	50 dBA	55 dBA	60 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For repetitively scheduled and relatively long-term operations of ten days or more.

County Vibration Standards

The County of Los Angeles Municipal Code, Section 12.08.560, prohibits the operation of any device that creates vibration that is above 0.01 inches/second (in/sec) at or beyond the property boundary of the source, if on private property, or at 150 feet from the source, if on a public space or public right-of-way. This criterion will be utilized to evaluate vibration-annoyance impacts from industrial uses to nearby sensitive receptors.

Pertinent Federal Standards

Federal Vibration Standards

The United States Department of Transportation, through the Federal Transit Administration (FTA), provides criteria for acceptable levels of groundborne vibration for various types of special buildings that are sensitive to vibration. FTA provides criteria to evaluate potential structural damage associated with vibration, and these FTA criteria are used in this analysis.

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Structures amplify groundborne vibration, and wood-frame buildings, such as typical residential structures, are more affected by ground vibration than heavier buildings. The level at which groundborne vibration is strong enough to cause architectural damage has not been determined conclusively. However, the most conservative estimates to cause architectural damage at residential structures is a peak particle velocity (PPV) of 0.2 in/sec and 0.5 in/sec for steel-reinforced concrete buildings.

Existing Noise Environment

The project site is currently developed as a surface parking lot between the rail line and Crossroads Parkway. The surrounding area contains a warehouse/distribution business immediately to the east, a medical office building across the existing surface parking lot to the west, single-family homes to the north, and commercial/office land uses to the south (see Figure 3, *Aerial Photograph*).

The major sources of noise in the vicinity of the project site are vehicular traffic on SR-60, about 240 feet to the northeast, and Crossroads Parkway and rail traffic on the adjacent Union Pacific Los Angeles Subdivision Line. The Union Pacific line is a major freight, double-track line that begins at the Los Angeles/Long Beach ports, traverses several cities, and continues to the City of Pomona. Beside the numerous freight trains, the Southern California Regional Rail Authority currently operates the Riverside Line, running 12 daily passenger diesel-locomotive commuter (Metrolink) trains per weekday along the Union Pacific line. According to the City of Industry General Plan EIR (The Planning Center/DC&E 2012), the ambient noise environment for the project site area is 70 dBA CNEL.

The nearest noise-sensitive receptors are the single-family residential land uses to the north across the rail line and the Crossroads Montessori Child Care center to the southwest across Crossroads Parkway. All these receptors are exposed to noise from the surrounding commercial/warehousing uses, nearby traffic noise along SR-60 and Crossroads Parkway, distant traffic noise generated along Interstate 605, and noise generated by trains on the rail line.

Noise Impact Assessment

The generation of noise and vibration associated with the proposed project would occur over the short term for site construction activities. In addition, noise would result from the long-term operation of the project. Both short-term and long-term noise impacts associated with the project are examined in the following analyses that correspond to the CEQA Guidelines.

Would the project result in:

- a) **Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less than Significant Impact. An impact could be significant if the project would site a sensitive land use in a location where noise levels would exceed the appropriate standards. Regarding land use compatibility, the City of Industry Safety Element sets as a goal a community noise equivalent level (CNEL) of up to 70

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decibels on the A-weighted scale (dBA) as “normally acceptable” and up to 77 dBA CNEL as “conditionally acceptable” for office/commercial land uses, including the proposed project site.⁹

Regarding noise intrusions, the County of Los Angeles Noise Ordinance (Section 12.08) establishes that the impact would be significant if project-related stationary noise exceeded any of the following for residential receptor properties:

- The noise standard of 45 dBA between the hours of 10:00 PM and 7:00 AM and 50 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 30 minutes in any hour (i.e., the L₅₀ noise level metric).
- The noise standard of 50 dBA between the hours of 10:00 PM and 7:00 AM and 55 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 15 minutes in any hour (i.e., the L₂₅ noise level metric).
- The noise standard of 55 dBA between the hours of 10:00 PM and 7:00 AM and 60 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 5 minutes in any hour, (i.e., the L₀₈ noise level metric).
- The noise standard of 60 dBA between the hours of 10:00 PM and 7:00 AM and 65 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative period of more than 1 minute in any hour (i.e., the L₀₂ noise level metric).
- The noise standard of 65 dBA between the hours of 10:00 PM and 7:00 AM and 70 dBA between the hours of 7:00 AM to 10:00 PM for a cumulative for any period of time (i.e., the L₀ or L_{max} noise level metric).

With respect to projected increases, noise impacts can be broken down into three categories. The first is “audible” impacts, which refer to increases in noise level that are perceptible to humans. Audible increases in general community noise levels generally refer to a change of 3 dB or more, since this level has been found to be the threshold of perceptibility in exterior environments. The second category, “potentially audible” impacts, refers to a change in noise level between 1 and 3 dB. This range of noise levels was found to be noticeable to sensitive people in laboratory environments. The last category includes changes in noise level of less than 1 dB, which are typically “inaudible” to the human ear except under quiet conditions in controlled environments. Only “audible” changes in noise levels at sensitive receptor locations (i.e., 3 dB or more) are considered potentially significant.

Lastly, noise in the work place is regulated by the California Occupational Safety and Health Administration (Cal/OSHA). Cal/OSHA regulations found at CCR Title 8, Article 105, Control of Noise Exposure, sets limitations on worker exposure.

⁹ By way of comparison, the City sets a standard of 50 to 60 dBA CNEL as “normally acceptable” and 55 to 70 dBA CNEL as “conditionally acceptable” for single-family dwellings. Multifamily dwellings are “normally acceptable” from 50 to 65 dBA CNEL, and schools are “normally acceptable” from 50 to 70 dBA CNEL.

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Onsite Impacts

Land Use Compatibility

According to the City's General Plan Update EIR (The Planning Center/DC&E 2012), the existing CNEL at the project site due to transportation sources is 70 dBA CNEL. Thus, the project site has a noise environment that does not exceed the 70 dBA CNEL, and the office/commercial land use is "normally acceptable" with the existing setting. Given this compatibility with the intended land use, the project siting would not be a significant impact.

Onsite Worker Noise Exposure

Future workers employed at the proposed office building are not anticipated to be subject to high levels of noise within the office setting. In addition, per Cal/OSHA regulations, an employer must administer a continuing, effective hearing conservation program whenever employee noise exposures equal or exceed an 8-hour time-weighted average (TWA) sound level of 85 dBA. This is known as the Action Level. Furthermore, workers cannot be exposed to noise levels in excess of 90 dBA TWA over an 8-hour work shift. This is known as the Permissible Exposure Level. In calculating or measuring the 8-hour TWA exposure, higher noise levels carry shorter allowable duration periods and vice versa. In no case, though, may workers be exposed to peak noise levels in excess of 140 dBA. For any workers exposed to excessive noise—that is, above the Action Level—a hearing conservation program typically consists of training programs, the use of hearing protectors, periodic and regular audiometric testing, and record keeping requirements. By adhering to the requirements of the Cal/OSHA regulations, worker exposure to onsite noise levels would remain within compliance of the limits, and this potential impact would be less than significant.

Offsite Impacts

Stationary source impacts include noise generated from onsite mechanical equipment. These sources have the potential to create noise impacts in the adjoining community.

Project Mechanical Equipment

Onsite HVAC units and associated equipment attached to the proposed office building would be acoustically engineered with appropriate procurement specifications, sound enclosures, and parapet walls to minimize noise—all in accordance with City of Industry noise emissions requirements—to ensure that such equipment does not exceed allowable noise limits set within the City. Additionally, the nearest residential land uses would be at a minimum of 200 feet to the north of the proposed office building. This distance would further attenuate noise generated from the project's onsite mechanical equipment, and the noise from these items would not be notably different from the existing office building. Thus, it is anticipated that noise generated from the project's mechanical equipment would comply with the pertinent county noise regulations; would be comparable to existing, similar sources; and would be overshadowed by roadway and railway noise sources. Therefore, impacts from noise generated by onsite stationary noise sources would be less than significant, and no mitigation measures are necessary.

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b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Potential vibration impacts associated with commercial development projects are usually related to the use of heavy construction equipment during (a) demolition and grading phases of construction and/or (b) the operation of large trucks over uneven surfaces during project operations.

Construction Activities

Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance. Such vibrations may have two types of potential impacts: (a) architectural damage to nearby buildings and (b) annoyance to vibration-sensitive receptors.

The project would construct an office building on a lot that is currently vacant. Construction activities would take approximately 22 months. Development of the proposed project would use vibration-inducing construction equipment such as bulldozers, graders, jackhammers, and loaders/backhoes in addition to construction equipment that would not generate substantial levels of vibration, such as forklifts, cranes, and haul trucks. The use of high-vibration equipment, such as pile drivers or vibratory rollers, is not anticipated.

Table 10, *Typical Vibration Levels Produced by Common Construction Equipment*, shows the peak particle velocities of some common construction equipment and haul trucks (loaded trucks).

Table 10 Vibration Levels Produced by Common Construction Equipment

Equipment	Peak Particle Velocity in inches per second		
	at 25 ft.	at 50 ft.	at 150 ft.
Vibratory Roller	0.210	0.074	0.014
Large Bulldozer	0.089	0.031	0.006
Loaded Trucks	0.076	0.027	0.005
Jackhammer	0.035	0.012	0.002
Small Bulldozer	0.003	0.001	0.000
Equipment	Vibration Velocity in vibration decibels (VdB)		
	at 25 ft.	at 50 ft.	at 150 ft.
Vibratory Roller	94	88	78
Large Bulldozer	87	81	71
Loaded Trucks	86	80	70
Jackhammer	79	73	63
Small Bulldozer	58	52	42

Source: Federal Transit Administration: Transit Noise and Vibration Impact Assessment, 2006.

Vibration-induced Architectural Damage

The threshold at which there is a risk of architectural damage to typical wood-framed buildings is 0.2 in/sec, and the threshold for reinforced steel concrete structures is 0.5 in/sec (FTA 2006). Building damage is not

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normally a factor unless the project requires blasting and/or pile driving (FTA 2006). No blasting, pile driving, or hard rock ripping/crushing activities are anticipated for the proposed project. Small construction equipment generates vibration levels less than 0.1 PPV in/sec at 25 and less feet away.

The nearest structure to the boundary project site construction area is the commercial/industrial building to the east. This structure is at least 80 feet from the project boundary. Therefore, vibration levels at this structure would be well below thresholds due to the relatively low vibration generation processes, coupled with attenuation effects from the distance between the project site and these nearest receptor facilities.

Since no vibration-intensive activities would take place (e.g., blasting, pile driving), the maximum construction-related vibration level would be below the 0.5 PPV in/sec criteria for vibration-induced architectural damage at the nearby commercial/warehousing structures. Therefore, architectural-damage vibration impacts from construction would be less than significant, and no mitigation measures are necessary.

Vibration Annoyance

Vibration is typically noticed nearby when objects in a building generate noise from rattling windows or picture frames. It is typically not perceptible outdoors, and therefore impacts are based on the distance to the nearest building (FTA 2006). The effects on buildings near a construction site depend on soil type, ground strata, and receptor building construction. Vibration can range from no perceptible effects at the lowest levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight damage at the highest levels. The thresholds for vibration annoyance are 78 VdB for daytime residential, 84 VdB for office uses, and 90 VdB for workshops (FTA 2006).

Since vibration dissipates quickly with distance and the nearest residential vibration-sensitive receptors are at least 375 feet on average from the construction zone, vibration levels would be well below the most restrictive 78 VdB threshold for vibration-induced annoyance.¹⁰ Also, construction would take place during the least noise-sensitive hours of the day. In addition, the closest nonresidential land uses are at least 300 feet away (on average) from the project site construction zone. At this distance, the vibration from large bulldozers, hoe rams, jackhammers, and loaded trucks would fall below the 84 VdB threshold for office uses and well below the 90 VdB threshold for workshops. Therefore, vibration annoyance impacts from construction would be less than significant at sensitive receptors, and no mitigation measures are necessary.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact.

¹⁰ The average distance is measured from the center of the project construction area to the nearest commercial building to the east. The average distance is used because construction equipment would not continuously operate in only one specific area of the construction area, but would be dispersed throughout.

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Road Noise

Long-term impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. As discussed in 3.12.a, above, a substantial increase in ambient noise is defined as 3 dB CNEL.

In accordance with the transportation analysis presented in Section 3.16, the proposed project is estimated to generate 852 average daily vehicle trips, with the worst-case hourly distributions being 120 trips in the morning peak and 116 trips in the evening peak. The existing average daily roadway volumes along Crossroads Parkway and the segment of Workman Mill Road north of Crossroads Parkway are approximately 13,686 and 5,177 average daily vehicle trips, respectively (The Planning Center/DC&E 2012). Given these traffic volumes, project-related vehicle trips would not double the existing traffic volumes and would result in only an incremental traffic noise increase of 0.67 dB and less, which would not exceed the 3 dB threshold of significance. Thus, project-related traffic noise increases would be negligible at the single-family homes north of the railroad tracks and to the receptors at the Crossroads Montessori Child Care Center along Crossroads Parkway. Therefore, permanent noise increases due to project-related traffic would be less than significant, and no mitigation measures are necessary.

Stationary Source Noise

As discussed in 3.12.a, above, onsite mechanical equipment would be acoustically engineered with appropriate procurement specifications, sound enclosures, and parapet walls, as necessary, to minimize noise and to adhere to allowable noise limits. Since these types of equipment items would be consistent with similar equipment at existing facilities in the area, no substantial noise level increases would occur due to the contributions of the proposed project. Thus, noise levels from project mechanical equipment would be less than significant, and no mitigation measures are necessary.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact. Both the City of Industry and County of Los Angeles recognize that the control of construction noise is difficult at best and provide an exemption for this type of noise when the work is performed within the hours specified by the County of Los Angeles Noise Ordinance (i.e., 7:00 AM to 7:00 PM Monday through Saturday). The noise ordinance also lists the maximum acceptable noise levels at offsite receptor locations (i.e., 75 dBA during the above permitted hours of construction activity). Compliance with the noise ordinance is mandatory and therefore does not constitute mitigation under CEQA.

Construction-Related Transport

Two types of noise impacts could occur during the project construction phase. First, the transport of workers and equipment to the construction site would incrementally increase noise levels along site access roadways. Per the air quality analyses, the worst-case projected number of construction-related trips is approximately 119 per day. This number—less than a 1 percent increase in total daily vehicle flows along Crossroads Parkway and the segment of Workman Mill Road north of Crossroad Parkway—would result in a

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negligible noise level increase and would, therefore, have a less than significant impact on noise receptors along these roadways. While individual construction truck pass-bys may create momentary noise levels of up to approximately 85 dBA (L_{max} at 50 feet from the centerline of any given truck), these occurrences will be no different than similar truck pass-bys that currently occur along Crossroads Parkway and other surrounding roadways. Therefore, construction vehicle noise will be less than significant, and no mitigation measures are necessary.

Onsite Activities

The second type of potential impact is related to noise generated by onsite construction activities. Construction activities are typically carried out in discrete steps, each of which has a relatively distinct mix of equipment and, consequently, its own noise characteristics. These sequential phases would change the character of the noise levels surrounding the construction site as work progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow noise ranges to be categorized by work phase. Table 11, *Noise Levels Generated by Typical Construction Equipment*, lists typical construction equipment noise levels recommended for noise impact assessment at a distance of 50 feet.

Table 11 Noise Levels Generated by Typical Construction Equipment

Type of Equipment	Average Sound Levels Measured (dBA at 50 feet)
Pile Drivers	101
Rock Drills	98
Jack Hammers	88
Pneumatic Tools	85
Pumps	76
Dozers	80
Front-End Loaders	79
Hydraulic Backhoe	85
Hydraulic Excavators	82
Graders	85
Air Compressors	81
Trucks	91

Source: Bolt, Beranek and Newman, 1971.

Noise ranges have been found to be similar during all phases of construction, although the actual construction of the structures tends to be somewhat less noisy than grading. The grading and site preparation phase tends to create the highest noise levels, because the noisiest construction equipment is found in the earth-moving equipment category. This category includes excavating machinery (back-fillers, bull-dozers, excavators, front loaders, etc.) and earth-moving and compacting equipment (compactors, scrapers, graders, etc.). Typical operating cycles may involve 1 or 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings. Maximum noise levels at 50 feet from earth-moving equipment range from 73 to 96 dBA, and energy-average (L_{eq}) noise levels range up to about 89 dBA. The noise levels for the construction of

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structures are somewhat reduced from these values, because the physical presence of the newly erected structure may beneficially disrupt line-of-sight noise propagation.

Composite construction noise by phase has been characterized by Bolt, Beranek, and Newman (1971). In their study, construction noise for earthwork and finish-work related to industrial development is presented as an aggregate of 89 dBA L_{eq} when measured at a distance of 50 feet from the construction effort. This summed value takes into account both the number of pieces and the spacing of the heavy equipment used in the construction effort. Noise levels are typically less than this value due to usage factors (discussed above) as well as the barrier effects provided by the physical structures themselves (once erected). However, as a worst-case scenario, the 89 dBA L_{eq} value is used to assess the impact of construction.

The operation of such equipment would result in the generation of both steady and episodic noise significantly above the ambient levels currently experienced near the project site. The noise produced from construction decreases at a rate of approximately 6 dB per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and/or shielding/scattering effects). Therefore, at 100 feet, the source noise level would be about 6 dB less or 83 dBA L_{eq} . Similarly, at 200 feet, the noise level would be about 12 dB less or 77 dBA L_{eq} .

The project site is in a commercial/industrial area with no nearby noise-sensitive uses. The nearest sensitive receptors are the students and staff at the daycare center at an average distance of approximately 400 feet to the southwest and the residences to the north at an average distance of approximately 325 feet from the project site to the property line. At these distances, construction noise levels would be reduced by a minimum of 16 dB by distance attenuation. Thus, construction noise levels at the nearby noise-sensitive uses would be 73 dBA L_{eq} or less.

In summary, the project construction would be temporary and occur over 22 months. Additionally, construction noise would be infrequent and short lived throughout the least noise-sensitive portions of the day and would be reduced from distance attenuation by approximately 16 dB (or more) at the closest sensitive receptors. Furthermore, project-related construction noise levels would not exceed the county's construction noise limit. In consideration of these factors, project-related construction noise impacts are considered less than significant, and no mitigation measures are necessary.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The project site is not in an area covered by an airport land use plan or within two miles of a public airport or public-use airport. The nearest public airport is El Monte Airport, approximately four miles northwest of the site (Airnav 2015; Google Earth Pro, v7.1.2.2041). While light plane and other aircraft noise is occasionally noticeable in the project area, the project is well beyond any airport's 60 dBA CNEL zone. Therefore, the proposed project would not expose people to excessive aircraft noise levels, and no mitigation measures are necessary.

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- f) **For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. There are no private airstrips near the project site. The closest heliport to the site is the SCE Rosemead Heliport in the City of Rosemead, approximately four miles northwest of the project site (Airnav.com 2015; Google Earth Pro, v7.1.2.2041). Therefore, the proposed project would not expose workers employed in the proposed office building to excessive noise levels. No mitigation measures are necessary.

3.13 POPULATION AND HOUSING

- a) **Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less Than Significant Impact. The project would not develop homes and would not extend roads or other infrastructure. Project operation is estimated to generate about 159 jobs, based on the employment density factor of one employee per 487 square feet for low-rise commercial land use (Natelson 2001). Project construction would also generate a limited number of temporary jobs. The unemployment rate in Los Angeles County in August 2015 was estimated at 7.0 percent (EDD 2015). Thus, it is anticipated that project-generated employment would be absorbed by the regional labor force and would not attract substantial numbers of new workers into the region. Impacts would be less than significant, and no mitigation is required.

- b) **Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

No Impact. There is no housing or residents onsite, and no impact would occur.

- c) **Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

No Impact. There is no housing or residents onsite, and no impact would occur.

3.14 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) **Fire protection?**

Less Than Significant Impact. The LACoFD provides fire protection and emergency medical services to the City of Industry and would serve the proposed office land use. The project site is in the service area of

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LACoFD Fire Station 87 at 140 South 2nd Avenue in the City of Industry, about 1.9 miles northeast of the site. Operation and construction of the proposed office building would cause a very slight increase in demands for fire protection and emergency medical services. Such an increase would not require construction of new or expanded fire stations, and impacts would be less than significant.

b) Police protection?

Less Than Significant Impact. The Los Angeles County Sheriff's Department provides police protection to the City of Industry from its Industry Station at 150 Hudson Avenue, about 3.6 miles east of the site. Project development would cause a very slight increase in demands for police protection. Such increase would not require construction of new or expanded sheriff's stations, and impacts would be less than significant.

c) Schools?

No Impact. Demands for schools are generated by the numbers of households in a schools' service area. The project would not develop housing and would not affect demands for schools. No impact would occur.

d) Parks?

No Impact. Demand for parks is generated by the population within a park's service area. The project would not increase population and would not create demand for parks. No impact would occur.

e) Other public facilities

No Impact. Demand for library services is generated by the population within a library's service area. The project would not increase population and would not create demand for libraries. No impact would occur.

3.15 RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. Demand for parks is generated by the population in a parks' service areas. Project development would not increase population in the City of Industry and would not increase use of parks. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No Impact. The project does not propose development of recreational facilities, and project implementation would not require construction of new or expanded recreational facilities. No impact would occur.

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3.16 TRANSPORTATION/TRAFFIC

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

Less Than Significant Impact. An analysis was conducted to evaluate the impacts of the proposed project on the study area circulation system. The results of the analysis are summarized in the following sections.

Existing Conditions

Regional access to the project site is provided by SR-60. Crossroads Parkway and Workman Mill Road are the major streets that provide east-west and north-south access. The project would add trips to intersections under jurisdiction of the City of Industry and unincorporated Los Angeles County. In consideration of the Los Angeles County Congestion Management Program and the Los Angeles County traffic impact guidelines, and based on the project's trip generation and distribution, discussed below, the following intersections were analyzed:

1. Workman Mill Road at Peck Road
2. Workman Mill Road at Crossroads Parkway
3. Workman Mill Road at Pellissier Place/Workman Mill Road
4. Crossroads Pkwy South at SR-60 Ramps
5. Crossroads Pkwy South at Crossroads Parkway North/SR-60 Ramps

Main-line freeway monitoring locations must also be analyzed for projects that would add 150 or more trips during either the morning or evening weekday peak hour. The project would not meet this threshold and therefore does not meet the main-line freeway criteria.

The following describes the major roads in the study area:

- **Crossroads Parkway South** is a four-lane divided roadway that generally runs east-west. Access from the project site is provided to Crossroads Parkway South via four existing driveways. It is classified as a Secondary Highway in the City of Industry General Plan.
- **Crossroads Parkway North** is a four-lane divided roadway that runs east-west and provides access to the SR-60 westbound ramps. It is classified as a Secondary Highway in the City of Industry General Plan.
- **Workman Mill Road** is a 4-lane divided roadway that generally travels southwest-northeast within the study area. Between Peck Road and Crossroads Parkway South it runs east-west. The roadway then turns north at the intersection with Crossroads Parkway South. At the intersection with Pellissier Place, Workman Mill Road turns east and runs under SR-60. It is classified as a Major Highway in the City of Industry General Plan.

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- **Peck Road** is a north-south 4-lane divided roadway in Los Angeles County within the study area.

An inventory of the street system within the study area was undertaken to develop a detailed description of existing traffic conditions. Figure 8, *Intersection Lane Configurations*, shows the locations of existing intersections and project driveways as well as the existing physical characteristics of the streets, including number of travel lanes and median types. All study area intersections are signalized.

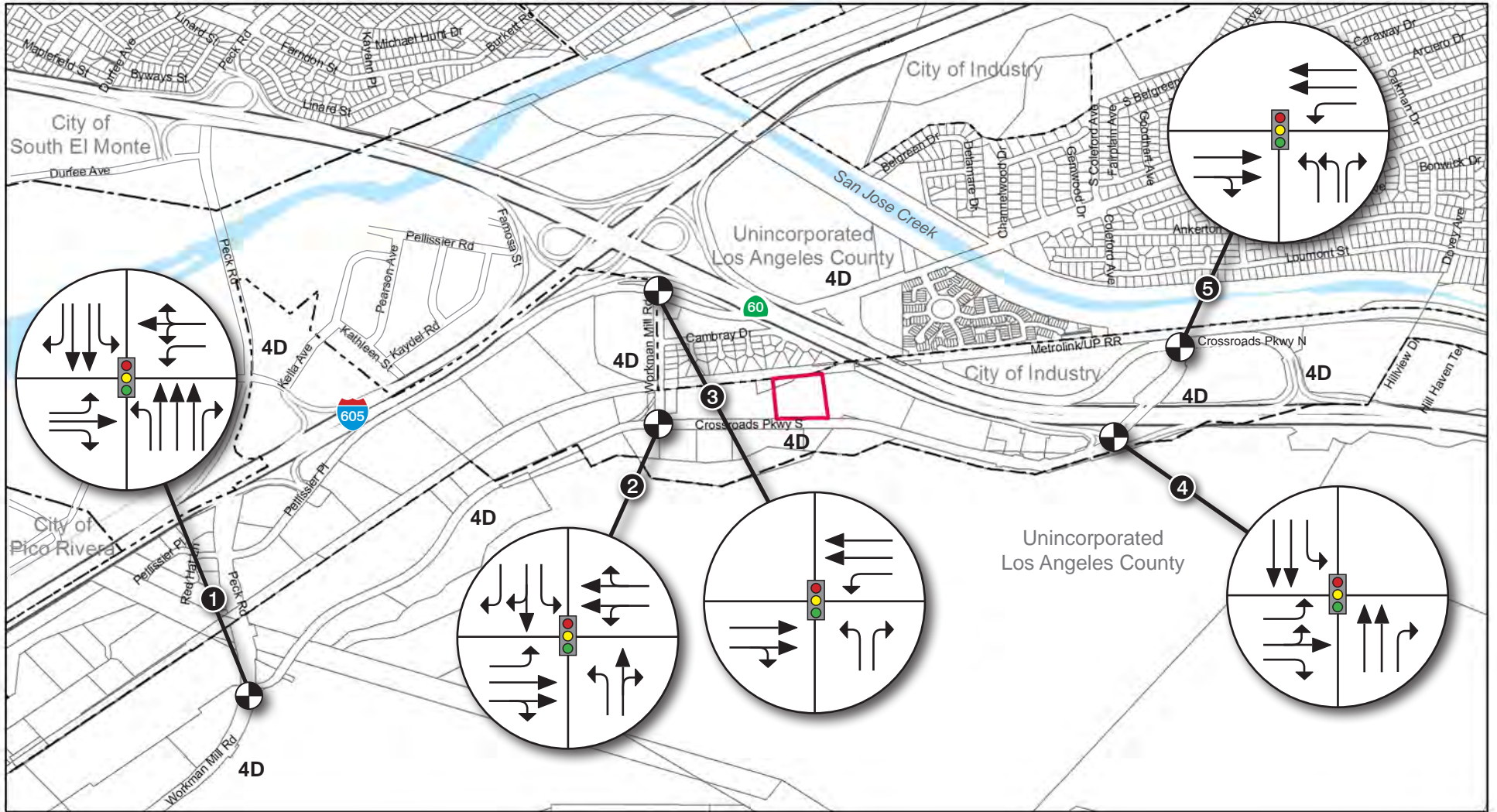
Roadway capacity is generally limited by the ability to move vehicles through intersections. A level of service (LOS) is a standard performance measurement to describe the operating characteristics of a street system in terms of the level of congestion or delay experienced by motorists. Service levels range from A through F—that is, from best (uncongested, free-flowing conditions) to worst (total breakdown with stop-and-go operation). Table 12, *ICU Intersection Level of Service Description and Thresholds*, describes the level of service concept and the operating conditions expected under each level of service for signalized intersections.

Table 12 ICU Intersection Level of Service Description and Thresholds

LOS	Description	Volume to Capacity Ratio
A	At LOS A, there are no cycles that are fully loaded and few are even close to loaded. Typically, the approach appears quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	0.0 to 0.55
B	LOS B represents stable operation. Many drivers begin to feel somewhat restricted within platoons of vehicles.	0.56 to 0.64
C	In LOS C stable operation continues. Full signal cycle loading is still intermittent, but more frequent. Occasionally drivers may have to wait through more than one red signal indication, and back-ups may develop behind turning vehicles.	0.65 to 0.73
D	LOS D encompasses a zone of increasing restriction, approaching instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but enough cycles with lower demand occur to permit periodic clearance of developing queues, thus preventing excessive back-ups.	0.74 to 0.82
E	LOS E represents the most vehicles that any particular intersection approach can accommodate. At capacity ($v/c=1$) there may be long queues of vehicles waiting upstream of the intersection and delays may be great (up to several signal cycles)	0.83 to 0.91
F	LOF represents jammed conditions. Back-ups from locations downstream or on the cross street may restrict or prevent movement of vehicles out of the approach under consideration, hence, volumes carried are not predictable. V/C values are highly variable because full utilization of the approach may be prevented by outside conditions.	0.91 to 1.00

Source: Trafficware 2003.

Figure 8 - Intersection Lane Configurations
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— Project Boundary

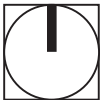
① Intersection Location Number

 Traffic Signal

2 Number of Lanes

D Divided

0 2,000
Scale (Feet)



Source: ESRI, 2015

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The City of Industry relies on the intersection capacity utilization (ICU) methodology to evaluate signalized intersections. The primary output from the ICU method is a volume-to-capacity ratio, expressed as a decimal value that corresponds to the sum of the critical volume-to-capacity (V/C) ratios. The ICU tells how much reserve capacity is available or how much the intersection is over capacity. The ICU is the methodology required by the Los Angeles Metropolitan Transportation Authority (Metro) and the County of Los Angeles to evaluate signalized intersections. Table 12, *ICU Intersection Level of Service Description and Thresholds*, describes the level of service concept and the operating conditions expected under each level of service for signalized intersections. The ICU 2003 methodology has been utilized for this study, and the V/C ratios shown on Table 12 are consistent with the ICU 2003 methodology.

The ICU values and level of service have been calculated using the Synchro analysis software. Per the ICU 2003 methodology, overall average intersection delay and level of service were calculated.

Acceptable LOS and Thresholds of Significance

The City of Industry strives to maintain a peak-hour LOS D at intersections. An impact would occur in City of Industry signalized intersections if the ICU value under “with project” conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. The impacted intersections should be mitigated to offset the ICU or V/C increment attributable to the project, and bring back the level of service to preproject or Cumulative Base conditions. All intersections are within the City of Industry except for Peck Road at Workman Hill Road, which is in unincorporated County of Los Angeles.

For Los Angeles County intersections, a significant impact would occur if the project would add a V/C of:

- 0.04 or more at an intersection operating at LOS C without the project
- 0.02 or more for an intersection operating at LOS D without the project
- 0.01 or more for an intersection operating at LOS E or F without the project

Existing Intersection LOS

Intersection turning movement counts were conducted at the five study area intersections during the AM and PM peak periods on Thursday, August 27, 2015. Count sheets are included in Appendix D.1. Study area intersections currently operate at acceptable LOS. As shown on Table 13, *Intersection LOS, Existing Conditions*, the study area intersections currently operate at LOS ranging from A to C.

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Table 13 Intersection LOS, Existing Conditions

Intersection	Jurisdiction	AM Peak Hour		PM Peak Hour	
		V/C	LOS	V/C	LOS
1. Workman Mill Road at Peck Road	City of Industry	0.718	C	0.664	C
2. Workman Mill Road at Crossroads Parkway	City of Industry	0.536	A	0.565	B
3. Workman Mill Road at Pellissier Place/Workman Mill Road	Los Angeles County	0.618	B	0.618	B
4. Crossroads Pkwy South at SR-60 EB Ramps	City of Industry	0.371	A	0.403	A
5. Crossroads Pkwy South at Crossroads Parkway North/SR-60 WB Ramps	City of Industry	0.521	A	0.482	A

Notes: All intersections are signalized. **Bold** = Deficient LOS; V/C = Volume/Capacity Ratio. V/C and LOS correspondence according to the ICU 2003 method, as shown on Table 12.

Project-Related Traffic

Project Trip Generation

Once operational, the proposed project would result in an increase in traffic volumes on the roadways in the vicinity of the project. The study area roadway that would be most directly affected by this traffic is Crossroads Parkway South, which would provide direct access to the site and to the SR-60 freeway ramps. To evaluate project impacts on local traffic, trip generation rates attributable to the project were determined for daily and peak hour traffic. Morning peak hour traffic occurs between 7:00 AM and 9:00 AM, while evening peak hour traffic occurs between 4:00 PM to 6:00 PM.

The proposed project's trip generation was based on trip generation rates established for the general office building land use category in the Institute of Transportation Engineers' Trip Generation Manual (ITE 2012).

As shown in Table 14, *Project Trip Generation*, the total weekday trip generation for the project is estimated to be 852 daily vehicle trips, with 121 trips during the morning peak hour and 115 trips during the evening peak hour.

Table 14 Project Trip Generation

Category	Daily Traffic	AM Peak Hour Traffic			PM Peak Hour Traffic		
		Trips In	Trips Out	Total Traffic	Trips In	Trips Out	Total Traffic
TRIP GENERATION RATES¹							
General Office Building (ITE Code 710)	11.03	1.37	0.19	1.56	0.25	1.24	1.49
GENERATED TRAFFIC VOLUMES							
Project Trips ²	852	106	14	120	20	96	116

¹ Trip generation rates based on ITE Trip Generation Manual, 9th edition (2012). Rate units are trips per 1,000 square feet of building space.

² Assumes a total project size of 77,250 square feet of general office building. Vehicle trips are then calculated as trip generation rates x (77,250 ÷ 1,000).

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Project Trip Distribution and Assignment

The project’s trip distribution for the proposed project was determined based on a review of existing traffic volumes and a review of the major roads and freeways in the vicinity of the site. The project’s trip distribution assumes 60 percent of trips to/from SR-60 and 40 percent of trips to/from Workman Mill Road toward the east and west (see Figures 9, *Project Inbound Trip Distribution*, and 10, *Project Outbound Trip Distribution*).

Existing Plus Project Conditions

To assess Existing Plus Project traffic conditions, existing traffic is combined with project traffic. The intersection operations for the Existing Plus Project traffic conditions have been calculated and are shown in Table 15, *Intersection LOS, Existing Plus Project Conditions*. The Existing Plus Project intersection volumes and LOS calculations outputs are shown in Appendix D.2, *Intersection Volumes*.

Table 15 Intersection LOS, Existing Plus Project Conditions

Intersection	Jurisdiction	AM Peak Hour		PM Peak Hour	
		V/C	LOS	V/C	LOS
1. Workman Mill Road at Peck Road	City of Industry	0.719	C	0.670	C
2. Workman Mill Road at Crossroads Parkway	City of Industry	0.537	A	0.578	B
3. Workman Mill Road at Pellissier Place/Workman Mill Road	Los Angeles County	0.628	B	0.624	B
4. Crossroads Pkwy South at SR-60 EB Ramps	City of Industry	0.371	A	0.438	A
5. Crossroads Pkwy South at Crossroads Parkway North/SR-60 WB Ramps	City of Industry	0.539	A	0.485	A

Notes: All intersections are signalized. **Bold** = Deficient LOS; V/C = Volume/Capacity Ratio. V/C and LOS correspondence according to the ICU 2003 method as shown on Table 12.

Significant impacts are determined by evaluating levels of service and comparing with- and without-project scenarios for each traffic condition. As discussed above, impacts could only occur at intersections where there is a deficiency. All study area intersections would operate at acceptable levels of service during the peak hours for Existing Plus Project traffic conditions, and no impacts would occur.

Cumulative Projects

For the purposes of this analysis, a list of cumulative projects anticipated to contribute traffic to any study area facility by project opening year 2016 was developed through consultation with staff from the County of Los Angeles Department of Regional Planning and the City of South El Monte Planning Division. In addition, PlaceWorks’ database of projects in the City of Industry has been reviewed to identify projects that would add traffic to the study area. The list consists of cumulative projects in South El Monte and Industry that are reasonably and foreseeably anticipated to be constructed and operational by 2016. No projects in the study area were identified in unincorporated areas in the County of Los Angeles. The following lists the projects that were included in the analysis in South El Monte and the City of Industry.

3. Environmental Analysis

City of South El Monte

- Durfee Avenue Residential Development, 116 townhomes at 1181 Durfee Avenue

City of Industry

- Donlon Warehouse: 36,000 square feet of Warehouse at 15000 Nelson Avenue
- Scope Marketing Building: conditional use permit to allow the storage, mixing, and blending of motor oils and metal working fluids at an existing 14,400-square-foot building at 13226 Nelson Avenue
- Leyen Food Warehouse: 14,300-square-foot addition to an existing warehouse/office building at 14314 Lomitas Avenue
- AT&T Cell Tower, 901 6th Avenue
- Capitol Industrial Building: 36,161-square-foot warehouse building at 3718 Capitol Avenue

The six related projects would add approximately 86,500 square feet of warehouse and warehouse/office space; 116 townhomes; and a cell phone tower.

Trip generation by related projects that would affect traffic study area intersections is estimated in Table 16. Only trips from the Donlon Warehouse and the Durfee Avenue Residential Development were considered. Trips from the other four projects were omitted because of distance from the proposed project; because negligible numbers of trips from those projects would pass through study area intersections; or because trip generation by those projects would be negligible.

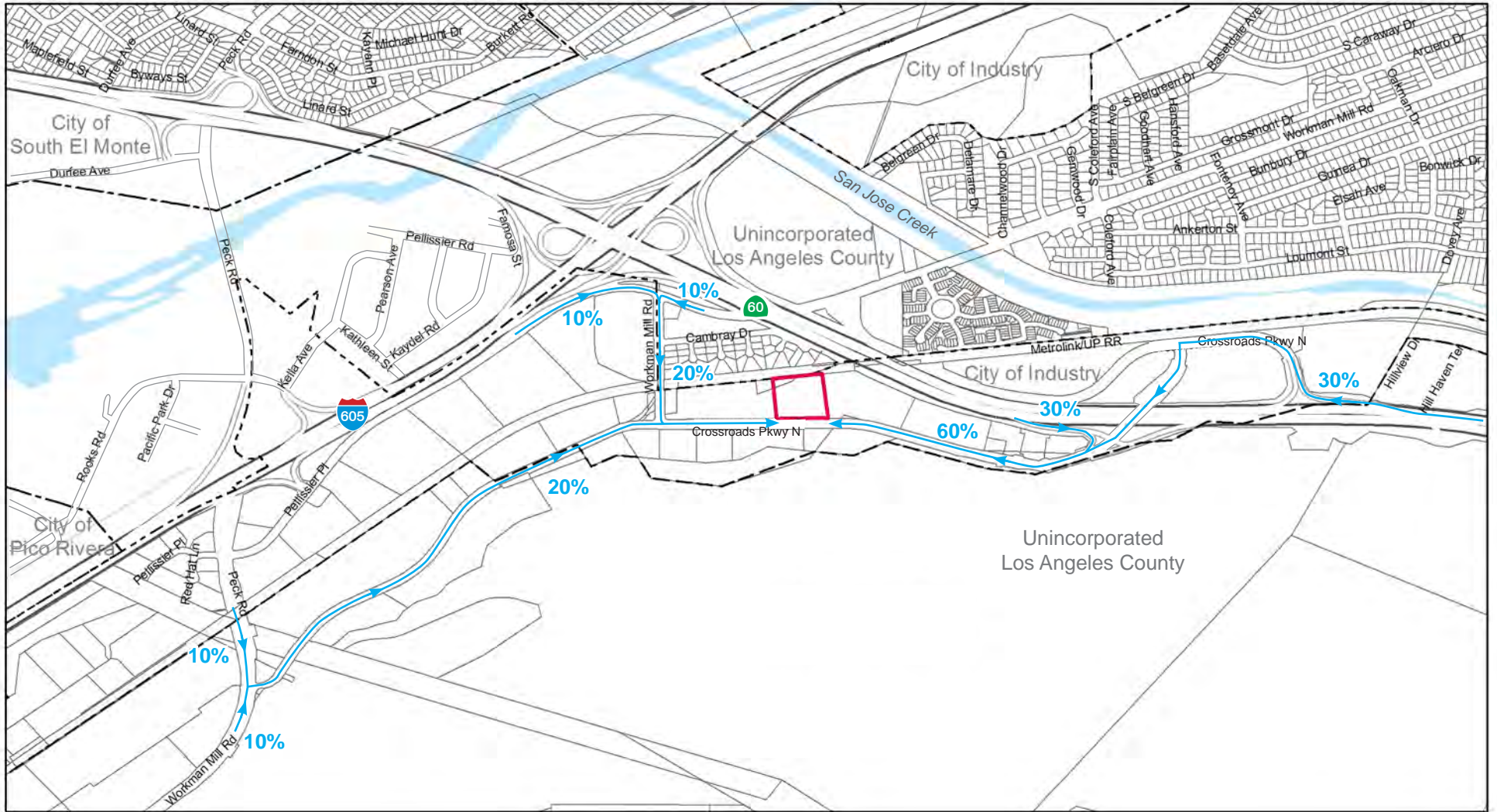
Table 16 Cumulative Projects Trip Generation

Project and Location	Land Use and Quantity	Trip Generation ^{1,2}		
		AM Peak Hour	PM Peak Hour	Daily
Durfee Avenue Residential Development 1181 Durfee Avenue City of South El Monte	116 townhomes	51	61	674
Donlon Warehouse: 15000 Nelson Avenue City of Industry	36,000 square feet Warehouse	14	16	165
Total	Not applicable	65	77	839

¹ Trip generation for warehousing projects in the City of Industry was calculated using Passenger Car Equivalents.

² Trip generation rates were obtained from the Institute of Transportation Engineers' Trip Generation Manual, 9th edition, 2012.

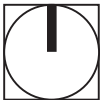
Figure 9 - Project Inbound Trip Distribution
3. Environmental Analysis



— Project Boundary

← Route to Project

XX% Project Inbound Trip Distribution

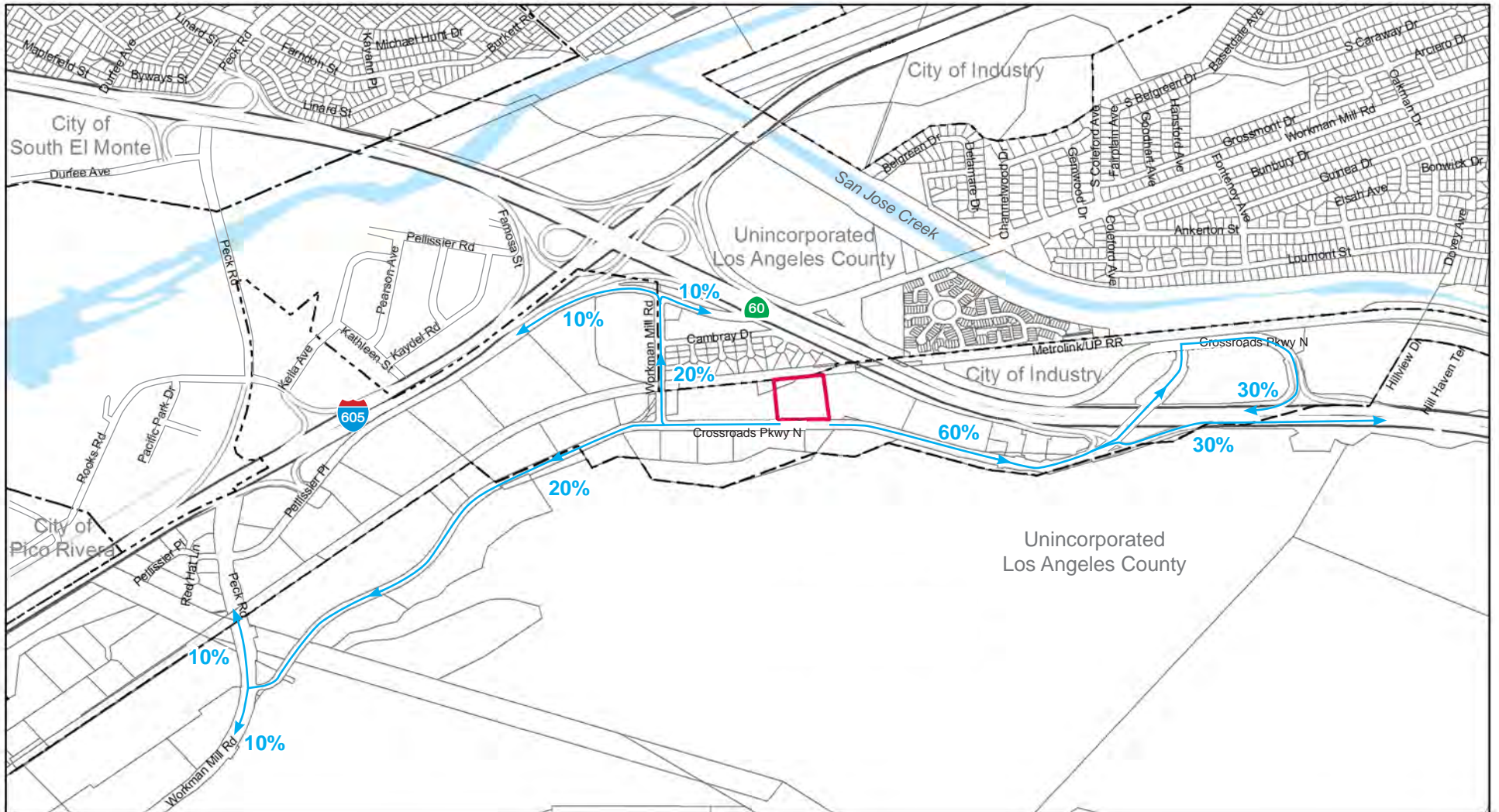


Source: ESRI, 2015

3. Environmental Analysis

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Figure 10 - Project Outbound Trip Distribution
3. Environmental Analysis

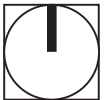


— Project Boundary

← Route from Project

XX% Project Outbound Trip Distribution

0 2,000
Scale (Feet)



Source: ESRI, 2015

3. Environmental Analysis

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3. Environmental Analysis

Figure 11, Cumulative Developments Location Map, shows the cumulative developments included in the analysis. The cumulative development projects assumed in this traffic analysis are estimated to generate 839 trip-ends per day during a typical weekday, with approximately 65 vehicle trips during the AM peak hour and 77 vehicle trips during the PM peak hour. The trip generation and AM and PM traffic volumes from cumulative projects are included in Appendix D.3, Cumulative Projects Trip Generation.

2016 Conditions

Ambient growth has been added to traffic volumes on surrounding roadways in addition to traffic generated by the development of future projects that have been approved but not yet built and/or for which development applications have been filed and are under consideration by governing agencies. The traffic forecasts for 2016 conditions were calculated assuming a background ambient growth rate of 1 percent per year plus traffic from cumulative projects, as described above. The intersection operations for the 2016 No Project traffic conditions have been calculated and are shown in Table 17, *Intersection LOS, 2016 No Project Conditions*. The 2016 No Project intersection volumes and LOS calculations outputs are shown in Appendix D.4, ICU Worksheets.

All study area intersections would operate at acceptable levels of service during the peak hours for 2016 No Project traffic conditions. No impacts would occur during 2016 No Project conditions.

Table 17 Intersection LOS, 2016 No Project Conditions

Intersection	Jurisdiction	AM Peak Hour		PM Peak Hour	
		V/C	LOS	V/C	LOS
1.Workman Mill Road at Peck Road	City of Industry	0.723	C	0.668	C
2.Workman Mill Road at Crossroads Parkway	City of Industry	0.538	A	0.567	B
3.Workman Mill Road at Pellissier Place/Workman Mill Road	Los Angeles County	0.622	B	0.629	B
4.Crossroads Pkwy South at SR-60 EB Ramps	City of Industry	0.373	A	0.440	A
5.Crossroads Pkwy South at Crossroads Parkway North/SR-60 WB Ramps	City of Industry	0.524	A	0.483	A

Note: All intersections are signalized. **Bold** = Deficient LOS; V/C = Volume/Capacity Ratio. V/C and LOS correspondence according to the ICU 2003 method as shown on Table 12.

The intersection operations for the 2016 With Project traffic conditions have been calculated and are shown in Table 18, *Intersection LOS, 2016 With Project Conditions*. The 2016 With Project intersection volumes and LOS calculations outputs are shown in Appendix D.4.

With the project, all study area intersections would operate at acceptable levels of service during the peak hours for 2016 With Project traffic conditions. No impacts would occur during 2016 With Project conditions.

3. Environmental Analysis

Table 18 Intersection LOS, 2016 With Project Conditions

Intersection	Jurisdiction	AM Peak Hour		PM Peak Hour	
		V/C	LOS	V/C	LOS
1. Workman Mill Road at Peck Road	City of Industry	0.724	C	0.674	C
2. Workman Mill Road at Crossroads Parkway	City of Industry	0.540	A	0.581	B
3. Workman Mill Road at Pellissier Place/Workman Mill Road	Los Angeles County	0.632	B	0.636	B
4. Crossroads Pkwy South at SR-60 EB Ramps	City of Industry	0.373	A	0.440	A
5. Crossroads Pkwy South at Crossroads Parkway North/SR-60 WB Ramps	City of Industry	0.542	A	0.487	A

Note: All intersections are signalized. **Bold** = Deficient LOS; V/C = Volume/Capacity Ratio. V/C and LOS correspondence according to the ICU 2003 method as shown on Table 12.

Construction Phase

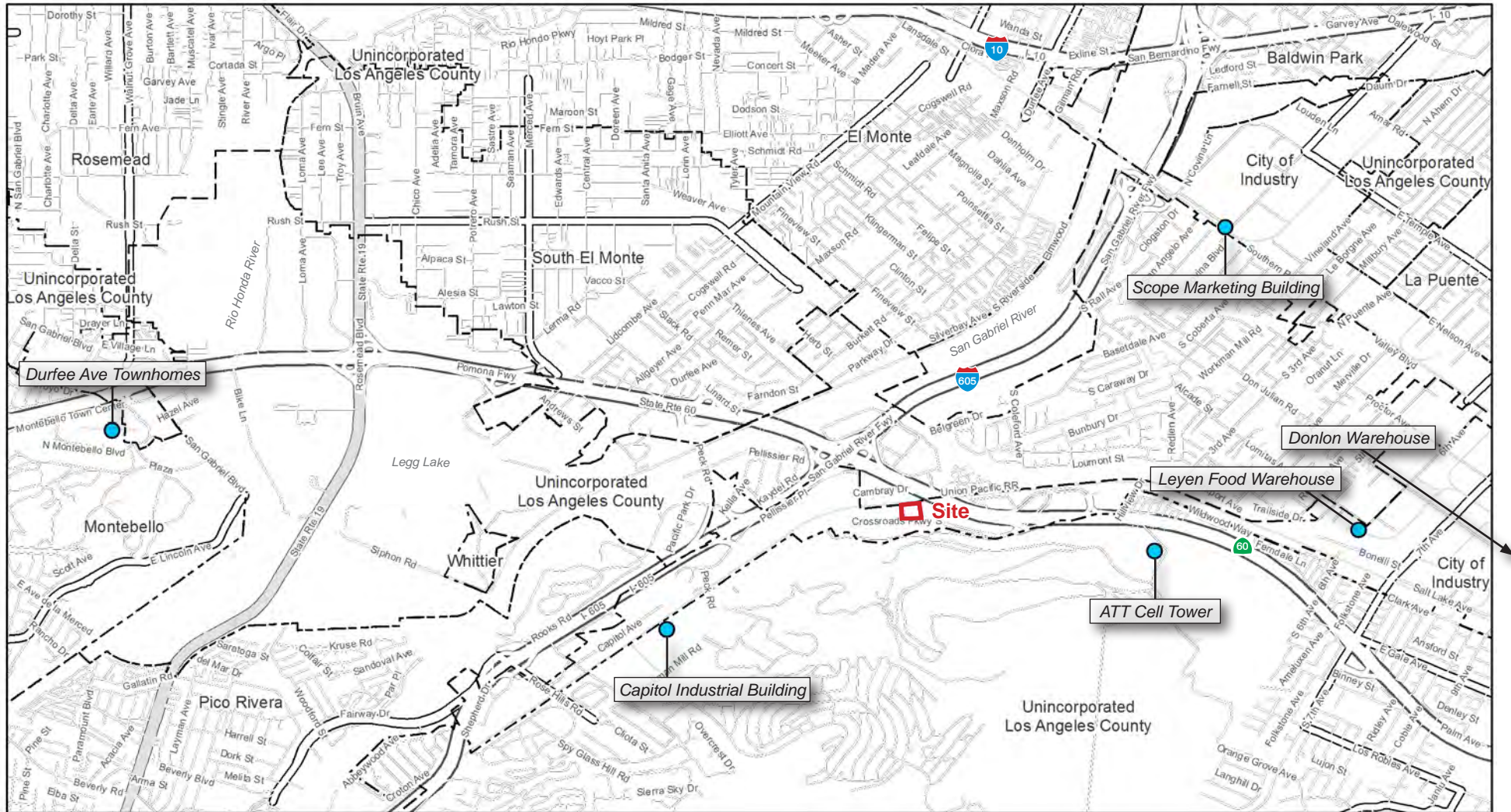
Implementation of the project would require site preparation, building construction, and paving/landscaping of the completed site. Because the site is relatively flat, major grading that would require numerous truck trips for soil import or export would not be required. Implementation of the project would require asphalt removal and haul of debris from the site. Truck haul would require 178 round trips spread over 3 weeks, which would average 12 round trips per day. The anticipated level of construction would not result in a significant traffic impact because it would be temporary (i.e., 22 months), and no substantial excavation or soil import/export would occur. The staging area for construction equipment would be accommodated onsite. Project construction would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less Than Significant Impact. The Los Angeles County Congestion Management Program (CMP) was issued by Metro in December 2010 (Metro 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis guidelines, a significant impact may result and a traffic impact analysis is required under the conditions listed on the following page.

- At CMP arterial monitoring intersections where the proposed project would add 50 or more vehicle trips during either morning or evening weekday peak hours.
- At CMP main-line freeway monitoring locations where the proposed project would add 150 or more vehicle trips, in either direction, during either morning or evening weekday peak hours.

Figure 11 - Cumulative Developments Location Map
3. Environmental Analysis



--- City Boundary

0 2,000
Scale (Feet)



Source: ESRI, 2015

PlaceWorks

3. Environmental Analysis

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3. Environmental Analysis

The nearest freeway to the project site is the Pomona Freeway (SR 60). The nearest CMP arterial roadways to the site are Rosemead Boulevard and Hacienda Avenue, approximately 3 miles to the west and east, respectively. As indicated above, the proposed project would result in an increase of 120 morning peak hour trips and 116 evening peak hour trips. As these total numbers of trips would be distributed among local roadways, they would not add 50 or more trips to a CMP intersection or 150 or more trips to a main-line freeway. Therefore, the proposed project does not meet the intersection/freeway criteria, and the analysis of traffic impacts to CMP roadways is not required. Impacts are less than significant, and no mitigation measures are necessary.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. The proposed project involves construction and operation of a two-story office buildings with a height of less than 40 feet, which would not result in a change in air traffic patterns or an increase in air traffic levels. There are no airports in the immediate project vicinity, and the proposed project would not create any structures that could interfere with air travel or air safety. The project would not increase or alter air traffic, and no impact would occur.

d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?

Less Than Significant Impact. Access to the site would be provided by existing driveways on Crossroads Parkway South. The driveway on the eastern portion of the site is full access, and the driveway on the western portion of the site only allows right-in and right-out movements. The project would not introduce new driveways, design features, or equipment that are incompatible with traffic operations in the vicinity of the project site. As discussed in response 3.16.a, study intersections would operate at LOS C, and no substantial queuing would occur because these intersections would continue to operate well below capacity. Impacts would be less than significant.

e) Result in inadequate emergency access?

No Impact. The access and circulation features at the proposed development project would accommodate emergency ingress and egress by fire trucks, police units, and ambulance/paramedic vehicles. Emergency vehicles would enter the project site using one of the two driveway entrances on Capitol Avenue. As shown on Figure 5, *Master Site Plan*, the site would be accessible via driveway entrances with a width of 26 feet or more. The proposed site plan includes the two existing driveways to Crossroads Parkway South. These driveways would provide fire access to all sides of the building and would be striped per LACoFD standards. All emergency access features are subject to, and must satisfy, the City of Industry design requirements and be approved by the LACoFD. No impacts would occur.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. The proposed development project would be consistent with policies supporting public transit, bicycle, and pedestrian facilities. The sidewalks in front of the building along Crossroads Parkway South

3. Environmental Analysis

would remain accessible to pedestrians. Pedestrian sidewalks with pedestrian phasing and push buttons are available at the intersection of Crossroads Parkway South at Workman Mill Road. Sidewalks and signalized crosswalks provide convenient and safe pedestrian access to nearby bus stops on Workman Mill Road west of the site. Per City of Industry zoning regulations, the project is required to provide transportation demand management measures, with a bulletin board, display, or kiosk displaying:

- Current maps, routes, and schedules for public transit routes serving the site.
- Telephone numbers for referrals on transportation information, including numbers for the regional ridesharing agency and local transit operators.
- Ridesharing promotional material supplied by commuter-oriented organizations.
- Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
- A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders, and pedestrians at the site.

In addition, bike racks with a capacity of 5 bicycles per rack are required to be installed. The proposed project would not conflict with policies, plans, or programs regarding transit, bicycle, or pedestrian facilities, and the project would not decrease the performance or safety of such facilities. No impact would occur.

Nonmotorized Transportation and Transit

The project may generate a demand for nonmotorized travel, and the proposed office building may result in additional pedestrians and bicycles in the project area. With regard to public transit, Metro operates Line 274 along Workman Mill Road, and the nearest bus stop is approximately 300 feet west of the project site. All streets in the project vicinity have continuous sidewalks on both sides. The proposed project would not adversely affect the performance of these transit or nonmotorized transportation facilities and would not conflict with any plans or policies relative to these transportation modes.

3.17 UTILITIES AND SERVICE SYSTEMS

a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. Project development would comply with the MS4 Permit issued by the Los Angeles Regional Water Quality Control Board, as described in Section 3.9.a. Impacts would be less than significant.

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- b) **Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Less Than Significant Impact.

Water Treatment

Water treatment facilities filter and/or disinfect water before it is delivered to customers. The San Gabriel Valley Water Company (SGVWC) would provide water to the proposed industrial use. SGVWC supplies consist of groundwater from the Main San Gabriel Groundwater Basin and recycled water for nonpotable uses. Groundwater from the basin is treated with air stripping, ion exchange treatment, liquid phase granular activated carbon adsorption, oxidation with peroxide injection and ultraviolet light, and disinfection using chlorine (Stetson 2011).

Office uses are estimated to use 0.165 gallon of water per square foot per day, that is, 110 percent of estimated wastewater generation, using wastewater generation factors from the City of Los Angeles (2006). Therefore, the 77,250-square-foot office building is forecast to use about 12,750 gallons per day. It is assumed that 10 percent of the total water use would be for landscape irrigation. There is adequate water treatment capacity in the region for estimated project water demands, and project development would not require new or expanded water treatment facilities. Impacts would be less than significant.

Wastewater Treatment

The Los Angeles County Sanitation Districts provides wastewater treatment for much of Los Angeles County, including the project site. Wastewater from the project site and surrounding area is treated at the San Jose Creek Water Reclamation Plant in unincorporated Los Angeles County near the western boundary of the City of Industry. This plant has capacity of 100 million gallons per day (mgd) and average wastewater flows of 56 mgd, for a residual capacity of 44 mgd (LACSD 2014).

The project is forecast to generate about 11,600 gallons of wastewater per day based on the wastewater generation factor of 0.15 gallon per day per square foot for office use (Los Angeles 2006). There is adequate wastewater treatment capacity in the region for project-generated wastewater, and project development would not require construction of new or expanded wastewater treatment facilities. Impacts would be less than significant.

- c) **Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

No Impact. Project development would not involve or require construction of new or expanded offsite drainage facilities. No impact would occur.

3. Environmental Analysis

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**

Less Than Significant Impact. The SGVWC would provide water to the proposed project. SGVWC supplies water from two sources: potable water supplies are groundwater from the Main San Gabriel Groundwater Basin, and recycled water is used for irrigation. SGVWC forecast in its 2010 Urban Water Management Plan that it will have adequate water supplies to meet demands in its service area through the 2015–2035 period (Stetson Engineers 2011).

California is now in the fourth year of an extraordinary drought. On April 1, 2015, Governor Brown issued Executive Order B-29-15, finding that “...conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions...” and ordering that the “State Water Resources Control Board shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016 compared to baseline 2013 usage.” The SGVWC is required to reduce usage by 16 percent compared to 2013 usage in accordance with regulations issued by the SWRCB on May 5, 2015, pursuant to the executive order. Cumulative water savings by SGVWC for June and July 2015 were 37.5 percent, a much larger reduction than the 16 percent requirement (SWRCB 2015b; SWRCB 2015c). Impacts would be less than significant.

- e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?**

Less Than Significant Impact. There is adequate wastewater treatment capacity in the region for estimated project-generated wastewater, and project development would not require construction of additional wastewater treatment capacity, as substantiated above in Section 3.17.b.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?**

Less Than Significant Impact. In 2013, the most recent year for which data are available, over 99 percent of solid waste landfilled from the City of Industry was disposed of at the three facilities listed in Table 19 or at Puente Hills Landfill in the City of Industry (CalRecycle 2015b). Puente Hills Landfill closed in October 2013 and is thus omitted from the table. Azusa Land Reclamation Company Landfill accepts certain types of nonhazardous wastes, including tires and construction and demolition debris, but does not accept municipal solid waste. The two other listed landfills accept municipal solid waste, construction and demolition debris, and tires.

3. Environmental Analysis

Table 19 Landfills Serving City of Industry

Facility and Nearest City	Remaining Capacity, Cubic Yards	Permitted Daily Throughput, Tons	Average Daily Disposal, Tons	Residual Capacity, Tons per Day	Estimated Closing Date
Azusa Land Reclamation Co. Landfill Azusa, Los Angeles County	51,512,201	8,000	667	7,333	2045
El Sobrante Landfill Corona, Riverside County	145,530,000	16,054	8,410	7,644	2045
Olinda Alpha Sanitary Landfill Brea, Orange County	36,589,707	8,000	7,030	970	2021
Total	233,631,908	32,054	16,107	15,947	Not applicable

Sources: CalRecycle 2015b; CalRecycle 2015c; CalRecycle 2015d; CalRecycle 2015e; CalRecycle 2015f

Office uses are estimated to generate about 0.006 pound of solid waste per square foot per day (CalRecycle 2009); thus, the proposed office building is forecast to generate about 464 pounds of solid waste per day. Since total residual capacity at the three landfills serving Industry is nearly 16,000 tons per day, there is sufficient landfill capacity in the region for project-generated solid waste, and project development would not require new or expanded landfills. Impacts would be less than significant.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. Assembly Bill 939 (AB 939; Integrated Solid Waste Management Act of 1989; Public Resources Code 40050 et seq.) established an integrated waste-management system that focused on source reduction, recycling, composting, and land disposal of waste. AB 939 required every California city and county to divert 50 percent of its waste from landfills by the year 2000. Compliance with AB 939 is measured in part by comparing solid waste disposal rates for a jurisdiction with target disposal rates; actual rates at or below target rates are consistent with AB 939. AB 939 also requires California counties to show 15 years of disposal capacity for all jurisdictions within the county or show a plan to transform or divert its waste.

Assembly Bill 341 (2011) increases the statewide waste diversion goal to 75 percent by 2020 and mandates recycling for commercial and multifamily residential land uses.

Assembly Bill 1826 (California Public Resources Code §§ 42649.8 et seq.), signed into law in September 2014, requires recycling of organic matter by businesses and multifamily residences of five or more units generating such wastes in amounts over certain thresholds. The law takes effect in 2016.

The proposed project would include outdoor recyclable material storage areas in compliance with AB 341. The proposed office use is not expected to generate organic solid waste in quantities triggering the recycling requirement in Assembly Bill 1826; however, project operation would comply with Assembly Bill 1826 if it generated such quantities of organic waste. The project would comply with regulations governing solid waste disposal, and no impact would occur.

3. Environmental Analysis

3.18 MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact with Mitigation Incorporated. Project development would not reduce the range, population, or habitat of a fish or wildlife species of rare or endangered plant or animal species; threaten to eliminate a plant or animal community; or eliminate important examples of the major periods of California history or prehistory. Project ground-disturbing activities could damage tribal cultural resources that may be buried in site soils. Implementation of Mitigation Measure 1 , set forth in Section 3.5.e above, would reduce impacts to tribal cultural resources to less than significant.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less Than Significant Impact. No significant cumulative impacts are identified in this Initial Study. The traffic analysis in Section 3.16 considered six related projects—five in the City of Industry and one in the City of South El Monte. The six - projects combined would add approximately 86,500 square feet of warehouse and warehouse/office space, 116 townhomes, and a cell phone tower. Impacts would be less than significant and no mitigation is required.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact With Mitigation Incorporated. One potentially significant impact is identified in this Initial Study – impacts to tribal cultural resources (see Section 3.5.e above). Such impacts could adversely affect tribal people and cultures and scientific knowledge about such cultures. Implementation of Mitigation Measure 1 would reduce this impact to less than significant.

4. Consultant Recommendation

Based on the information and environmental analysis contained in this Initial Study, we recommend that the City of Industry adopt a Mitigated Negative Declaration for this project. We find that although the project could have a significant effect on the environment, mitigation included in this document combined with stand conditions and construction practices would ensure that this impacts are reduced to less than significant. We recommend that the second category be selected for the City's determination (See Section 5, *Lead Agency Determination*).

Date

Dwayne Mears, AICP, for PlaceWorks

4. Consultant Recommendation

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5. Lead Agency Determination

On the basis of this initial evaluation:

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

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

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

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

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

Signature

Date

Printed Name

For

5. Lead Agency Determination

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6. List of Preparers

CITY OF INDUSTRY

Brian James, Planning Director

PLACEWORKS

Dwayne Mears, Principal, Environmental Planning

Michael Milroy, Associate

Fernando Sotelo, Senior Associate, Transportation

Natalie Foley, Planner, Noise

Stephanie Chen, Planner, Air Quality/GHG and Transportation

Cary Nakama, Graphic Artist

6. List of Preparers

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Appendix A Air Quality and Greenhouse Gas Analysis

Appendix

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Air Quality and Greenhouse Gas Background and Modeling Data

AIR QUALITY

Climate/Meteorology

SOUTH COAST AIR BASIN

The project site lies within the South Coast Air Basin (SoCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The SoCAB is in a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean in the southwest quadrant, with high mountains forming the remainder of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. This usually mild weather pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds (SCAQMD 2005).

Temperature and Precipitation

The annual average temperature varies little throughout the SoCAB, ranging from the low to middle 60s, measured in degrees Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station nearest to the project site with temperature data is the Pomona Fairplex Station (ID No. 047050). The lowest average temperature is reported at 38.1°F in January while the highest average temperature is 91.1°F in August (WRCC 2015a).

In contrast to a very steady pattern of temperature, rainfall is seasonally and annually highly variable. Almost all rain falls from October through April. Summer rainfall is normally restricted to widely scattered thundershowers near the coast, with slightly heavier shower activity in the east and over the mountains. Rainfall averages 17.06 inches per year in the project area according to the data from the Walnut NI FC102C climatological station (ID No. 049431) located closest to the project site (WRCC 2015b).

Humidity

Although the SoCAB has a semiarid climate, the air near the earth's surface is typically moist because of the presence of a shallow marine layer. Except for infrequent periods when dry, continental air is brought into the SoCAB by offshore winds, the "ocean effect" is dominant. Periods of heavy fog, especially along the coast, are frequent. Low clouds, often referred to as high fog, are a characteristic climatic feature. Annual average humidity is 70 percent at the coast and 57 percent in the eastern portions of the SoCAB (SCAQMD 2005).

Wind

Wind patterns across the south coastal region are characterized by westerly or southwesterly onshore winds during the day and by easterly or northeasterly breezes at night. Wind speed is somewhat greater during the dry summer months than during the rainy winter season.

Between periods of wind, periods of air stagnation may occur, both in the morning and evening hours. Air stagnation is one of the critical determinants of air quality conditions on any given day. During the winter and fall months, surface high-pressure systems over the SoCAB, combined with other meteorological conditions, can result in very strong, downslope Santa Ana winds. These winds normally continue a few days before predominant meteorological conditions are reestablished.

The mountain ranges to the east affect the transport and diffusion of pollutants by inhibiting their eastward transport. Air quality in the SoCAB generally ranges from fair to poor and is similar to air quality in most of coastal southern California. The entire region experiences heavy concentrations of air pollutants during prolonged periods of stable atmospheric conditions (SCAQMD 2005).

Inversions

In conjunction with the two characteristic wind patterns that affect the rate and orientation of horizontal pollutant transport, there are two similarly distinct types of temperature inversions that control the vertical depth through which pollutants are mixed. These are the marine/subsidence inversion and the radiation inversion. The combination of winds and inversions are critical determinants in leading to the highly degraded air quality in summer and the generally good air quality in the winter in the project area (SCAQMD 2005).

Air Quality Regulations

The proposed project has the potential to release gaseous emissions of criteria pollutants and dust into the ambient air; therefore, it falls under the ambient air quality standards promulgated at the local, state, and federal levels. The project site is in the SoCAB and is subject to the rules and regulations imposed by the South Coast Air Quality Management District (SCAQMD). However, SCAQMD reports to California Air Resources board (CARB), and all criteria emissions are also governed by the California and national Ambient Air Quality Standards (AAQS). Federal, state, regional, and local laws, regulations, plans, or guidelines that are potentially applicable to the proposed project are summarized below.

AMBIENT AIR QUALITY STANDARDS

The Clean Air Act (CAA) was passed in 1963 by the US Congress and has been amended several times. The 1970 Clean Air Act amendments strengthened previous legislation and laid the foundation for the regulatory scheme of the 1970s and 1980s. In 1977, Congress again added several provisions, including nonattainment requirements for areas not meeting National AAQS and the Prevention of Significant Deterioration program. The 1990 amendments represent the latest in a series of federal efforts to regulate the protection of air quality in the United States. The CAA allows states to adopt more stringent standards or to include other pollution species. The California Clean Air Act (CCAA), signed into law in 1988, requires all areas of the state

to achieve and maintain the California AAQS by the earliest practical date. The California AAQS tend to be more restrictive than the National AAQS, based on even greater health and welfare concerns.

These National AAQS and California AAQS are the levels of air quality considered to provide a margin of safety in the protection of the public health and welfare. They are designed to protect “sensitive receptors” most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise. Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed.

Both California and the federal government have established health-based AAQS for seven air pollutants. As shown in Table 1, *Ambient Air Quality Standards for Criteria Pollutants*, these pollutants include ozone (O₃), nitrogen dioxide (NO₂), carbon monoxide (CO), sulfur dioxide (SO₂), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), and lead (Pb). In addition, the state has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety.

Table 1 Ambient Air Quality Standards for Criteria Pollutants

Pollutant	Averaging Time	California Standard	Federal Primary Standard	Major Pollutant Sources
Ozone (O ₃)	1 hour	0.09 ppm	*	Motor vehicles, paints, coatings, and solvents.
	8 hours	0.070 ppm	0.070 ppm	
Carbon Monoxide (CO)	1 hour	20 ppm	35 ppm	Internal combustion engines, primarily gasoline-powered motor vehicles.
	8 hours	9.0 ppm	9 ppm	
Nitrogen Dioxide (NO ₂)	Annual Average	0.030 ppm	0.053 ppm	Motor vehicles, petroleum-refining operations, industrial sources, aircraft, ships, and railroads.
	1 hour	0.18 ppm	0.100 ppm	
Sulfur Dioxide (SO ₂)	Annual Arithmetic Mean	*	0.030 ppm ²	Fuel combustion, chemical plants, sulfur recovery plants, and metal processing.
	1 hour	0.25 ppm	0.075 ppm ¹	
	24 hours	0.04 ppm	0.014 ppm ²	
Respirable Coarse Particulate Matter (PM ₁₀)	Annual Arithmetic Mean	20 µg/m ³	*	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	50 µg/m ³	150 µg/m ³	
Respirable Fine Particulate Matter (PM _{2.5})	Annual Arithmetic Mean	12 µg/m ³	12 µg/m ³	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	*	35 µg/m ³	

Table 1 Ambient Air Quality Standards for Criteria Pollutants

Pollutant	Averaging Time	California Standard	Federal Primary Standard	Major Pollutant Sources
Lead (Pb)	Monthly	1.5 µg/m ³	*	Present source: lead smelters, battery manufacturing & recycling facilities. Past source: combustion of leaded gasoline.
	Quarterly	*	1.5 µg/m ³	
	3-Month Average	*	0.15 µg/m ³	
Sulfates (SO ₄)	24 hours	25 µg/m ³	*	Industrial processes.
Visibility Reducing Particles	8 hours	ExCo = 0.23/km visibility of 10≥ miles ¹	No Federal Standard	Visibility-reducing particles consist of suspended particulate matter, which is a complex mixture of tiny particles that consists of dry solid fragments, solid cores with liquid coatings, and small droplets of liquid. These particles vary greatly in shape, size and chemical composition, and can be made up of many different materials such as metals, soot, soil, dust, and salt.
Hydrogen Sulfide	1 hour	0.03 ppm	No Federal Standard	Hydrogen sulfide (H ₂ S) is a colorless gas with the odor of rotten eggs. It is formed during bacterial decomposition of sulfur-containing organic substances. Also, it can be present in sewer gas and some natural gas, and can be emitted as the result of geothermal energy exploitation.
Vinyl Chloride	24 hour	0.01 ppm	No Federal Standard	Vinyl chloride (chloroethene), a chlorinated hydrocarbon, is a colorless gas with a mild, sweet odor. Most vinyl chloride is used to make polyvinyl chloride (PVC) plastic and vinyl products. Vinyl chloride has been detected near landfills, sewage plants, and hazardous waste sites, due to microbial breakdown of chlorinated solvents.

Source: CARB 2015a.

Notes: ppm: parts per million; µg/m³: micrograms per cubic meter

* Standard has not been established for this pollutant/duration by this entity.

¹ When relative humidity is less than 70 percent.

² On June 2, 2010, a new 1-hour SO₂ standard was established and the existing 24-hour and annual primary standards were revoked. The 1971 SO₂ national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.

³ On December 14, 2012, EPA lowered the federal primary PM_{2.5} annual standard from 15.0 µg/m³ to 12.0 µg/m³. EPA made no changes to the primary 24-hour PM_{2.5} standard or to the secondary PM_{2.5} standards.

CRITERIA AIR POLLUTANTS

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by federal and state law. Air pollutants are categorized as primary or secondary pollutants. Primary air pollutants are those that are emitted directly from sources. Carbon monoxide (CO), volatile organic compounds (VOC), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), and lead (Pb) are primary air pollutants. Of these, CO, SO₂, NO₂, PM₁₀, and PM_{2.5} are “criteria air pollutants,” which means that ambient air quality standards (AAQS) have been established for them. VOC and oxides of nitrogen (NO_x) are air pollutant precursors that form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. Ozone (O₃) and NO₂ are the principal secondary pollutants. A description of each of the primary and secondary criteria air pollutants and their known health effects is presented below.

Carbon Monoxide (CO) is a colorless, odorless, toxic gas produced by incomplete combustion of carbon substances, such as gasoline or diesel fuel. CO is a primary criteria air pollutant. CO concentrations tend to be the highest during winter mornings with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion, engines and motor vehicles operating at slow speeds are the primary source of CO in the SoCAB. The highest ambient CO concentrations are generally found near traffic-congested corridors and intersections. The primary adverse health effect associated with CO is interference with normal oxygen transfer to the blood, which may result in tissue oxygen deprivation (SCAQMD 2005; EPA 2015a). The SoCAB is designated under the California and National AAQS as being in attainment of CO criteria levels (CARB 2014a).

Volatile Organic Compounds (VOC) are compounds composed primarily of atoms of hydrogen and carbon. Internal combustion associated with motor vehicle usage is the major source of hydrocarbons. Other sources of VOCs include evaporative emissions associated with the use of paints and solvents, the application of asphalt paving, and the use of household consumer products such as aerosols. There are no ambient air quality standards established for VOCs. However, because they contribute to the formation of ozone (O₃), SCAQMD has established a significance threshold for this pollutant (SCAQMD 2005).

Nitrogen Oxides (NO_x) are a byproduct of fuel combustion and contribute to the formation of O₃, PM₁₀, and PM_{2.5}. The two major forms of NO_x are nitric oxide (NO) and nitrogen dioxide (NO₂). The principal form of NO₂ produced by combustion is NO, but NO reacts with oxygen to form NO₂, creating the mixture of NO and NO₂ commonly called NO_x. NO₂ acts as an acute irritant and, in equal concentrations, is more injurious than NO. At atmospheric concentrations, however, NO₂ is only potentially irritating. There is some indication of a relationship between NO₂ and chronic pulmonary fibrosis. Some increase in bronchitis in children (two and three years old) has also been observed at concentrations below 0.3 part per million (ppm). NO₂ absorbs blue light; the result is a brownish-red cast to the atmosphere and reduced visibility. NO is a colorless, odorless gas formed from atmospheric nitrogen and oxygen when combustion takes place under high temperature and/or high pressure (SCAQMD 2005; EPA 2015a). The SoCAB is designated as an attainment area for NO₂ under the National AAQS California AAQS (CARB 2014a).

Sulfur Dioxide (SO₂) is a colorless, pungent, irritating gas formed by the combustion of sulfurous fossil fuels. It enters the atmosphere as a result of burning high-sulfur-content fuel oils and coal and from chemical processes at chemical plants and refineries. Gasoline and natural gas have very low sulfur content and do not release significant quantities of SO₂ (SCAQMD 2005; EPA 2015a). When sulfur dioxide forms sulfates (SO₄) in the atmosphere, together these pollutants are referred to as sulfur oxides (SO_x). Thus, SO₂ is both a primary and secondary criteria air pollutant. At sufficiently high concentrations, SO₂ may irritate the upper respiratory tract. At lower concentrations and when combined with particulates, SO₂ may do greater harm by injuring lung tissue. The SoCAB is designated as attainment under the California and National AAQS (CARB 2014a).

Suspended Particulate Matter (PM₁₀ and PM_{2.5}) consists of finely divided solids or liquids such as soot, dust, aerosols, fumes, and mists. Two forms of fine particulates are now recognized and regulated. Inhalable coarse particles, or PM₁₀, include the particulate matter with an aerodynamic diameter of 10 microns (i.e., 10 millionths of a meter or 0.0004 inch) or less. Inhalable fine particles, or PM_{2.5}, have an aerodynamic diameter of 2.5 microns (i.e., 2.5 millionths of a meter or 0.0001 inch) or less. Particulate discharge into the atmosphere results primarily from industrial, agricultural, construction, and transportation activities. However, wind action on arid landscapes also contributes substantially to local particulate loading (i.e., fugitive dust). Both PM₁₀ and PM_{2.5} may adversely affect the human respiratory system, especially in people who are naturally sensitive or susceptible to breathing problems (SCAQMD 2005).

The US Environmental Protection Agency's (EPA) scientific review concluded that PM_{2.5}, which penetrates deeply into the lungs, is more likely than PM₁₀ to contribute to health effects and at concentrations that extend well below those allowed by the current PM₁₀ standards. These health effects include premature death and increased hospital admissions and emergency room visits (primarily the elderly and individuals with cardiopulmonary disease); increased respiratory symptoms and disease (children and individuals with cardiopulmonary disease such as asthma); decreased lung functions (particularly in children and individuals with asthma); and alterations in lung tissue and structure and in respiratory tract defense mechanisms (SCAQMD 2005). There has been emerging evidence that even smaller particulates with an aerodynamic diameter of <0.1 microns or less (i.e., ≤0.1 millionths of a meter or <0.000004 inch), known as ultrafine particulates (UFPs), have human health implications, because UFPs toxic components may initiate or facilitate biological processes that may lead to adverse effects to the heart, lungs, and other organs (SCAQMD 2013). However, the EPA or CARB have yet to adopt AAQS to regulate these particulates. Diesel particulate matter (DPM) is classified by the CARB as a carcinogen (CARB 1998). Particulate matter can also cause environmental effects such as visibility impairment,¹ environmental damage,² and aesthetic damage³

¹ PM_{2.5} is the main cause of reduced visibility (haze) in parts of the United States.

² Particulate matter can be carried over long distances by wind and then settle on ground or water, making lakes and streams acidic; changing the nutrient balance in coastal waters and large river basins; depleting the nutrients in soil; damaging sensitive forests and farm crops; and affecting the diversity of ecosystems.

³ Particulate matter can stain and damage stone and other materials, including culturally important objects such as statues and monuments.

(SCAQMD 2005; EPA 2015a). The SoCAB is a nonattainment area for PM_{2.5} under California and National AAQS and a nonattainment area for PM₁₀ under the California AAQS (CARB 2014a).⁴

Ozone (O₃) is commonly referred to as “smog” and is a gas that is formed when VOCs and NO_x, both by-products of internal combustion engine exhaust, undergo photochemical reactions in the presence of sunlight. O₃ is a secondary criteria air pollutant. O₃ concentrations are generally highest during the summer months when direct sunlight, light winds, and warm temperatures create favorable conditions for the formation of this pollutant. O₃ poses a health threat to those who already suffer from respiratory diseases as well as to healthy people. Breathing O₃ can trigger a variety of health problems, including chest pain, coughing, throat irritation, and congestion. It can worsen bronchitis, emphysema, and asthma. Ground-level O₃ also can reduce lung function and inflame the linings of the lungs. Repeated exposure may permanently scar lung tissue. O₃ also affects sensitive vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas. In particular, O₃ harms sensitive vegetation during the growing season (SCAQMD 2005; EPA 2015a). The SoCAB is designated as extreme nonattainment under the California AAQS (1-hour and 8-hour) and National AAQS (8-hour) (CARB 2014a).

Lead (Pb) concentrations decades ago exceeded the state and federal AAQS by a wide margin, but have not exceeded state or federal air quality standards at any regular monitoring station since 1982 (SCAQMD 2005). However, in 2008 the EPA and CARB adopted more strict lead standards, and special monitoring sites immediately downwind of lead sources⁵ recorded every localized violations of the new state and federal standards. As a result of these localized violations, the Los Angeles County portion of the SoCAB was designated in 2010 as nonattainment under the National AAQS for lead (SCAQMD 2012a; CARB 2014a). The project is not characteristic of industrial-type projects that have the potential to emit lead. Therefore, lead is not a pollutant of concern for the project.

TOXIC AIR CONTAMINANTS

The public’s exposure to air pollutants classified as toxic air contaminants (TACs) is a significant environmental health issue in California. In 1983, the California Legislature enacted a program to identify the health effects of TACs and to reduce exposure to these contaminants to protect the public health. The California Health and Safety Code defines a TAC as “an air pollutant which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health.” A substance that is listed as a hazardous air pollutant (HAP) pursuant to Section 112(b) of the federal Clean Air Act (42 United States Code §7412[b]) is a toxic air contaminant. Under state law, the California Environmental Protection Agency (Cal/EPA), acting through CARB, is authorized to identify a substance as a TAC if it determines that the substance is an air pollutant that may cause or contribute to an increase in mortality or to an increase in serious illness, or may pose a present or potential hazard to human health.

⁴ CARB approved the SCAQMD’s request to redesignate the SoCAB from serious nonattainment for PM₁₀ to attainment for PM₁₀ under the National AAQS on March 25, 2010, because the SoCAB has not violated federal 24-hour PM₁₀ standards during the period from 2004 to 2007. In June 2013, the EPA approved the State of California’s request to redesignate the PM₁₀ nonattainment area to attainment of the PM₁₀ National AAQS, effective on July 26, 2013.

⁵ Source-oriented monitors record concentrations of lead at lead-related industrial facilities in the SoCAB, which include Exide Technologies in the City of Commerce; Quemetco, Inc., in the City of Industry; Trojan Battery Company in Santa Fe Springs; and Exide Technologies in Vernon. Monitoring conducted between 2004 through 2007 identified that the Trojan Battery Company and Exide Technologies exceed the federal standards (SCAQMD 2012a).

California regulates TACs primarily through Assembly Bill (AB) 1807 (Tanner Air Toxics Act) and AB 2588 (Air Toxics “Hot Spot” Information and Assessment Act of 1987). The Tanner Air Toxics Act sets forth a formal procedure for CARB to designate substances as TACs. Once a TAC is identified, CARB adopts an “airborne toxics control measure” for sources that emit designated TACs. If there is a safe threshold for a substance (i.e., a point below which there is no toxic effect), the control measure must reduce exposure to below that threshold. If there is no safe threshold, the measure must incorporate toxics best available control technology to minimize emissions. To date, CARB has established formal control measures for 11 TACs, all of which are identified as having no safe threshold.

Air toxics from stationary sources are also regulated in California under the Air Toxics “Hot Spot” Information and Assessment Act of 1987. Under AB 2588, toxic air contaminant emissions from individual facilities are quantified and prioritized by the air quality management district or air pollution control district. High priority facilities are required to perform a health risk assessment and, if specific thresholds are exceeded, are required to communicate the results to the public in the form of notices and public meetings.

By the last update to the TAC list in December 1999, CARB had designated 244 compounds as TACs (CARB 1999). Additionally, CARB has implemented control measures for a number of compounds that pose high risks and show potential for effective control. The majority of the estimated health risks from TACs can be attributed to relatively few compounds, the most important being particulate matter from diesel-fueled engines.

In 1998, CARB identified particulate emissions from diesel-fueled engines (diesel PM) as a TAC. Previously, the individual chemical compounds in diesel exhaust were considered TACs. Almost all diesel exhaust particle mass is 10 microns or less in diameter. Because of their extremely small size, these particles can be inhaled and eventually trapped in the bronchial and alveolar regions of the lung.

Multiple Airborne Toxics Exposure Study (MATES)

The Multiple Air Toxics Exposure Study (MATES) is a monitoring and evaluation study on ambient concentrations of TACs and estimated the potential health risks from air toxics in the SoCAB. In 2008, SCAQMD conducted its third update to the MATES study (MATES III). The results showed that the overall risk for excess cancer from a lifetime exposure to ambient levels of air toxics was about 1,200 in a million. The largest contributor to this risk was diesel exhaust, accounting for 84 percent of the cancer risk (SCAQMD 2008).

SCAQMD recently released the fourth update (MATES IV). The results showed that the overall monitored risk for excess cancer from a lifetime exposure to ambient levels of air toxics decreased to approximately 418 in one million. Compared to the 2008 MATES III, monitored excess cancer risks decreased by approximately 65 percent. Approximately 90 percent of the risk is attributed to mobile sources while 10 percent is attributed to TACs from stationary sources, such as refineries, metal processing facilities, gas stations, and chrome plating facilities. The largest contributor to this risk was diesel exhaust, accounting for approximately 68 percent of the air toxics risk. Compared to MATES III, MATES IV found substantial improvement in air quality and associated decrease in air toxics exposure. As a result, the estimated basin-wide population-

weighted risk decreased by approximately 57 percent compared to the analysis done for the MATES III time period (SCAQMD 2015a).

The Office of Environmental Health Hazard Assessment (OEHHA) updated the guidelines for estimating cancer risks on March 6, 2015. The new method utilizes higher estimates of cancer potency during early life exposures, which result in a higher calculation of risk. There are also differences in the assumptions on breathing rates and length of residential exposures. When combined together, SCAQMD estimates that risks for a given inhalation exposure level will be about 2.7 times higher using the proposed updated methods identified in MATES IV (e.g., 2.7 times higher than 418 in one million overall excess cancer risk) (SCAQMD 2015a).

Air Quality Management Planning

SCAQMD is the agency responsible for preparing the air quality management plan (AQMP) for the SoCAB in coordination with the Southern California Association of Governments (SCAG). Since 1979, a number of AQMPs have been prepared.

2012 AQMP

On December 7, 2012 SCAQMD adopted the 2012 AQMP (Plan), which employs the most up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources, and area sources. The Plan also addresses several state and federal planning requirements, incorporating new scientific information, primarily in the form of updated emissions inventories, ambient measurements, and new meteorological air quality models. The Plan builds upon the approach identified in the 2007 AQMP for attainment of federal PM and ozone standards, and highlights the significant amount of reductions needed and the urgent need to engage in interagency coordinated planning to identify additional strategies, especially in the area of mobile sources, to meet all federal criteria air pollutant standards within the timeframes allowed under the Federal CAA. The Plan demonstrates attainment of federal 24-hour PM_{2.5} standard by 2014 and the federal 8-hour ozone standard by 2023. Preliminary ambient air quality data suggests that meeting the 2016 federal 24-hour PM_{2.5} standards by the end of 2014 is not likely, largely due to the usually extreme drought conditions in the SoCAB (SCAQMD 2015c). The Plan includes an update to the revised EPA 8-hour ozone control plan with new commitments for short-term NO_x and VOC reductions. In addition, it also identifies emerging issues of ultrafine (PM_{1.0}) particulate matter and near-roadway exposure, and an analysis of energy supply and demand.

2016 Draft AQMP

The SCAQMD is in the process of updating the AQMP. The draft 2016 AQMP is anticipated to be available in fall 2015. The 2016 AQMP will address strategies and measures to attain the 2008 federal 8-hour ozone standard by 2032 and the 2012 federal annual PM_{2.5} standard by 2021. The 2016 AQMP will also take an initial look at the 2015 federal 8-hour ozone standard. It will also update previous attainment plans for ozone and PM_{2.5} that have not yet been met (SCAQMD 2015d).

LEAD STATE IMPLEMENTATION PLAN

In 2008 EPA designated the Los Angeles County portion of the SoCAB nonattainment under the federal lead (Pb) classification due to the addition of source-specific monitoring under the new federal regulation. This designation was based on two source-specific monitors in Vernon and the City of Industry exceeding the new standard. The rest of the SoCAB, outside the Los Angeles County nonattainment area remains in attainment of the new standard. On May 24, 2012, CARB approved the SIP revision for the federal lead standard, which the EPA revised in 2008. Lead concentrations in this nonattainment area have been below the level of the federal standard since December 2011. The SIP revision was submitted to EPA for approval.

AREA DESIGNATIONS

The AQMP provides the framework for air quality basins to achieve attainment of the state and federal ambient air quality standards through the State Implementation Plan (SIP). Areas are classified as attainment or nonattainment areas for particular pollutants, depending on whether they meet ambient air quality standards. Severity classifications for ozone nonattainment range in magnitude from marginal, moderate, and serious to severe and extreme.

- **Unclassified:** a pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
- **Attainment:** a pollutant is in attainment if the CAAQS for that pollutant was not violated at any site in the area during a three-year period.
- **Nonattainment:** a pollutant is in nonattainment if there was at least one violation of a state AAQS for that pollutant in the area.
- **Nonattainment/Transitional:** a subcategory of the nonattainment designation. An area is designated nonattainment/transitional to signify that the area is close to attaining the AAQS for that pollutant.

The attainment status for the SoCAB is shown in Table 2, *Attainment Status of Criteria Pollutants in the South Coast Air Basin*. The SoCAB is designated in attainment of the California AAQS for sulfates. The SoCAB is designated as nonattainment for lead (Los Angeles County only) under the National AAQS. Transportation conformity for nonattainment and maintenance areas is required under the Federal CAA to ensure federally supported highway and transit projects conform to the SIP. The U.S. EPA approved California's SIP revisions for attainment of the 1997 8-hour O₃ National AAQS for the SoCAB in March 2012. Findings for the new 8-hour O₃ emissions budgets for the SoCAB and consistency with the recently adopted 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) were submitted to the U.S. EPA for approval.

Table 2 Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
Ozone – 1-hour	Extreme Nonattainment	No Federal Standard
Ozone – 8-hour	Extreme Nonattainment	Extreme Nonattainment
PM ₁₀	Serious Nonattainment	Attainment/Maintenance
PM _{2.5}	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO ₂	Attainment	Attainment/Maintenance
SO ₂	Attainment	Attainment
Lead	Attainment	Nonattainment (Los Angeles County only) ¹
All others	Attainment/Unclassified	Attainment/Unclassified

Source: CARB 2014a.

¹ In 2010, the Los Angeles portion of the SoCAB was designated nonattainment for lead under the new federal and existing state AAQS as a result of large industrial emitters. Remaining areas within the SoCAB are unclassified.

Existing Ambient Air Quality

Existing levels of ambient air quality and historical trends and projections in the vicinity of the project site are best documented by measurements taken by the SCAQMD. The project site is located within Source Receptor Area (SRA) 11 – South San Gabriel Valley. The air quality monitoring station closest to the project site is the Pomona Monitoring Station. This station monitors O₃, CO, and NO₂. Data for PM₁₀ and PM_{2.5} is supplemented by the Azusa Monitoring Station and data for SO₂ is supplemented by the Fontana – Arrow Highway Monitoring Station. The most current five years of data monitored at these monitoring stations are included in Table 3, *Ambient Air Quality Monitoring Summary*. The data show recurring violations of both the state and federal O₃ standards. The data also indicate that the area regularly exceeds the state PM₁₀ standards and federal PM_{2.5} standard. The CO, SO₂, and NO₂ standard have not been violated in the last five years.

Table 3 Ambient Air Quality Monitoring Summary

Pollutant/Standard	Number of Days Threshold Were Exceeded and Maximum Levels during Such Violations				
	2010	2011	2012	2013	2014
Ozone (O₃)¹					
State 1-Hour ≥ 0.09 ppm (days exceed threshold)	9	15	21	12	22
State 8-hour ≥ 0.07 ppm (days exceed threshold)	12	24	30	22	56
Federal 8-Hour > 0.075 ppm (days exceed threshold)	4	16	15	15	33
Max. 1-Hour Conc. (ppm)	0.115	0.119	0.117	0.125	0.123
Max. 8-Hour Conc. (ppm)	0.082	0.096	0.093	0.100	0.100
Carbon Monoxide (CO)¹					
State 8-Hour > 9.0 ppm (days exceed threshold)	0	0	0	*	*
Federal 8-Hour ≥ 9.0 ppm (days exceed threshold)	0	0	0	*	*
Max. 8-Hour Conc. (ppm)	1.80	1.72	1.47	*	*
Nitrogen Dioxide (NO₂)¹					
State 1-Hour ≥ 0.18 ppm (days exceed threshold)	0	0	0	0	0
Federal 1-Hour ≥ 0.100 ppm (days exceed threshold)	0	0	0	0	0
Max. 1-Hour Conc. (ppb)	97	87	81	78	88
Sulfur Dioxide (SO₂)³					
State 24-Hour ≥ 0.04 ppm (days exceed threshold)	0	0	0	0	*
Federal 24-Hour ≥ 0.14 ppm (days exceed threshold)	0	0	0	0	*
Max 24-Hour Conc. (ppm)	0.002	0.003	0.004	0.001	*
Coarse Particulates (PM₁₀)²					
State 24-Hour > 50 µg/m ³ (days exceed threshold)	5	8	6	6	21
Federal 24-Hour > 150 µg/m ³ (days exceed threshold)	0	0	0	0	0
Max. 24-Hour Conc. (µg/m ³)	68.0	63.0	77.0	74.0	94.0
Fine Particulates (PM_{2.5})²					
Federal 24-Hour > 35 µg/m ³ (days exceed threshold)	1	2	1	0	0
Max. 24-Hour Conc. (µg/m ³)	44.4	94.6	39.6	29.6	32.4

Source: CARB 2015b.
 ppm: parts per million; parts per billion, µg/m³: micrograms per cubic meter
 Notes: * Data not available.
¹ Data obtained from the Pomona Monitoring Station.
² Data obtained from the Azusa Monitoring Station.
³ Data obtained from the Fontana - Arrow Highway Monitoring Station.

Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Sensitive population groups include children, the elderly, the acutely ill, and the chronically ill, especially those with cardio-respiratory diseases.

Residential areas are also considered to be sensitive receptors to air pollution because residents (including children and the elderly) tend to be at home for extended periods of time, resulting in sustained exposure to any pollutants present. Schools are also considered sensitive receptors, as children are present for extended durations and engage in regular outdoor activities. Recreational land uses are considered moderately sensitive to air pollution. Although exposure periods are generally short, exercise places a high demand on respiratory

functions, which can be impaired by air pollution. In addition, noticeable air pollution can detract from the enjoyment of recreation. Industrial and commercial areas are considered the least sensitive to air pollution. Exposure periods are relatively short and intermittent, as the majority of the workers tend to stay indoors most of the time. In addition, the working population is generally the healthiest segment of the public.

Methodology

Projected construction-related air pollutant emissions are calculated using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2, distributed by the California Air Pollutant Control Officers Association (CAPCOA). CalEEMod compiles an emissions inventory of construction (fugitive dust, off-gas emissions, onroad emissions, and offroad emissions), area sources, indirect emissions from energy use, mobile sources, indirect emissions from waste disposal (annual only), and indirect emissions from water/wastewater (annual only) use. The calculated emissions of the project are compared to thresholds of significance for individual projects using the SCAQMD's CEQA Air Quality Analysis Guidance Handbook.

Thresholds of Significance

The analysis of the proposed project's air quality impacts follows the guidance and methodologies recommended in SCAQMD's *CEQA Air Quality Handbook* and the significance thresholds on SCAQMD's website.⁶ CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess impacts of a project on air quality. SCAQMD has established thresholds of significance for regional air quality emissions for construction activities and project operation. In addition to the daily thresholds listed above, projects are also subject to the AAQS. These are addressed through an analysis of localized CO impacts and localized significance thresholds (LSTs).

REGIONAL SIGNIFICANCE THRESHOLDS

SCAQMD has adopted regional construction and operational emissions thresholds to determine a project's cumulative impact on air quality in the SoCAB. Table 4, *SCAQMD Significance Thresholds*, lists SCAQMD's regional significance thresholds.

⁶ SCAQMD's Air Quality Significance Thresholds are current as of March 2011 and can be found here: <http://www.aqmd.gov/ceqa/hdbk.html>.

Table 4 SCAQMD Significance Thresholds

Air Pollutant	Construction Phase	Operational Phase
Reactive Organic Gases (ROGs)/ Volatile Organic Compounds (VOCs)	75 lbs/day	55 lbs/day
Nitrogen Oxides (NO _x)	100 lbs/day	55 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day
Sulfur Oxides (SO _x)	150 lbs/day	150 lbs/day
Particulates (PM ₁₀)	150 lbs/day	150 lbs/day
Particulates (PM _{2.5})	55 lbs/day	55 lbs/day

Source: SCAQMD 2011.

CO HOTSPOTS

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 ppm or the eight-hour standard of 9 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. Typically, for an intersection to exhibit a significant CO concentration, it would operate at level of service (LOS) E or worse without improvements (Caltrans 1997). However, at the time of the 1993 Handbook, the SoCAB was designated nonattainment under the California AAQS and National AAQS for CO. With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations in the SoCAB and in the state have steadily declined. In 2007, the SoCAB was designated in attainment for CO under both the California AAQS and National AAQS. The CO hot spot analysis conducted for the attainment by SCAQMD for busiest intersections in Los Angeles during the peak morning and afternoon periods plan did not predict a violation of CO standards.⁷ As identified in SCAQMD's 2003 AQMP and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan), peak carbon monoxide concentrations in the SoCAB in previous years, prior to redesignation, were a result of unusual meteorological and topographical conditions and not a result of congestion at a particular intersection. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal air does not mix—in order to generate a significant CO impact (BAAQMD 2011).

LOCALIZED SIGNIFICANCE THRESHOLDS

SCAQMD developed LSTs for emissions of NO₂, CO, PM₁₀, and PM_{2.5} generated at the project site (offsite mobile-source emissions are not included in the LST analysis). LSTs represent the maximum emissions at a project site that are not expected to cause or contribute to an exceedance of the most stringent federal or state AAQS and are shown in Table 5, *SCAQMD Localized Significance Thresholds*.

⁷ The four intersections were: Long Beach Boulevard and Imperial Highway; Wilshire Boulevard and Veteran Avenue; Sunset Boulevard and Highland Avenue; and La Cienega Boulevard and Century Boulevard. The busiest intersection evaluated (Wilshire and Veteran) had a daily traffic volume of approximately 100,000 vehicles per day with LOS E in the morning peak hour and LOS F in the evening peak hour.

Table 5 SCAQMD Localized Significance Thresholds

Air Pollutant (Relevant AAQS)	Concentration
1-Hour CO Standard (CAAQS)	20 ppm
8-Hour CO Standard (CAAQS)	9.0 ppm
1-Hour NO ₂ Standard (CAAQS)	0.18 ppm
Annual NO ₂ Standard (CAAQS)	0.03 ppm
24-Hour PM ₁₀ Standard – Construction (SCAQMD) ¹	10.4 µg/m ³
24-Hour PM _{2.5} Standard – Construction (SCAQMD) ¹	10.4 µg/m ³
24-Hour PM ₁₀ Standard – Operation (SCAQMD) ¹	2.5 µg/m ³
24-Hour PM _{2.5} Standard – Operation (SCAQMD) ¹	2.5 µg/m ³

Source: SCAQMD 2015b.
 ppm – parts per million; µg/m³ – micrograms per cubic meter
¹ Threshold is based on SCAQMD Rule 403. Since the SoCAB is in nonattainment for PM₁₀ and PM_{2.5}, the threshold is established as an allowable change in concentration. Therefore, background concentration is irrelevant.

To assist lead agencies, SCAQMD developed screening-level LSTs to back-calculate the mass amount (lbs. per day) of emissions generated onsite that would trigger the levels shown in Table 5 for projects under 5-acres. These “screening-level” LSTs tables are the localized significance thresholds for all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required to compare concentrations of air pollutants generated by the project to the localized concentrations shown in Table 5.

LST analysis for construction is applicable to all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required. In accordance with SCAQMD’s LST methodology, construction LSTs are based on the acreage disturbed per day based on equipment use. The construction LSTs for the project site in SRA 11 are shown in Table 6, *SCAQMD Screening-Level Construction Localized Significance Thresholds*.

Table 6 SCAQMD Construction Localized Significance Thresholds

Acreage Disturbed	Threshold (lbs/day) ¹			
	Nitrogen Oxides (NO _x)	Carbon Monoxide (CO)	Coarse Particulates (PM ₁₀)	Fine Particulates (PM _{2.5})
≤1.00 Acre Disturbed Per Day	83	673	18.46	6.36
3.00 Acres Disturbed Per Day	142	1,292	34.23	11.04
4.50 Acres Disturbed Per Day	173	1,683	44.90	13.55
5.00 Acres Disturbed Per Day	183	1,814	48.46	14.39

Source: SCAQMD 2008c, Based on receptors in SRA 11.
¹ LSTs are based on non-residential receptors within 82 feet (25 meters) of a 4.14-acre site in SRA 11. PM₁₀ and PM_{2.5} construction LSTs are based on residential receptors within 220 feet (67 meters) of a 4.14-acre site in SRA 11.

Because the project is not an industrial project that has the potential to emit substantial sources of stationary emissions, operational LSTs are not an air quality impact of concern associated with the project. The operational LSTs in SRA 11 are shown in Table 7, *SCAQMD Screening-Level Operational Localized Significance Thresholds*.

Table 7 SCAQMD Screening-Level Operational Localized Significance Thresholds

Air Pollutant	Threshold (lbs/day)
	Operational ¹
Nitrogen Oxides (NO _x)	183
Carbon Monoxide (CO)	1,814
Coarse Particulates (PM ₁₀)	12.36
Fine Particulates (PM _{2.5})	3.68

Source: SCAQMD 2008c, Based on receptors in SRA 11.

¹ LSTs are based on non-residential receptors within 82 feet (25 meters) of a 5-acre site in SRA 11. PM₁₀ and PM_{2.5} construction LSTs are based on residential receptors within 220 feet (67 meters) of a 5-acre site in SRA 11

HEALTH RISK THRESHOLDS

A project would expose sensitive receptors to elevated pollutant concentrations if it would place the project in an area with pollutant concentrations above ambient concentrations in the SoCAB. Recent air pollution studies have shown an association between proximity to major air pollution sources and a variety of health effects, which are attributed to a high concentration of air pollutants. Guidance from the CARB and the CAPCOA recommends the evaluation of vehicle-generated emissions when freeways are within 500 feet of sensitive land uses (i.e., residences, schools, daycare centers, and hospitals).

Whenever a project would require use of chemical compounds that have been identified in SCAQMD Rule 1401, placed on CARB’s air toxics list pursuant to AB 1807, or placed on the EPA’s National Emissions Standards for Hazardous Air Pollutants, a health risk assessment is required by the SCAQMD. Table 8, *SCAQMD Toxic Air Contaminants Incremental Risk Thresholds*, lists the SCAQMD’s TAC incremental risk thresholds for operation of a project. Residential, commercial, and office uses do not use substantial quantities of TACs, and these thresholds are typically applied for new industrial projects. Although not officially adopted by SCAQMD, these thresholds are also commonly used to determine air quality land use compatibility of a project with major sources of TACs within 1,000 feet of a proposed project. The proposed project is not considered a sensitive land use and is not a substantial generator of TACs that would require permitting by SCAQMD.

Table 8 SCAQMD Toxic Air Contaminants Incremental Risk Thresholds

Maximum Incremental Cancer Risk	≥ 10 in 1 million
Hazard Index (project increment)	≥ 1.0
Cancer Burden in areas ≥ 1 in 1 million	> 0.5 excess cancer cases

Source: SCAQMD 2015b.

GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as GHG, to the atmosphere. Climate change is the variation of Earth's climate over time, whether due to natural variability or as a result of human activities. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHG—water vapor,⁸ carbon (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons (IPCC 2001).⁹ The major GHG are briefly described below.

- **Carbon dioxide (CO₂)** enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and respiration, and also as a result of other chemical reactions (e.g. manufacture of cement). Carbon dioxide is removed from the atmosphere (sequestered) when it is absorbed by plants as part of the biological carbon cycle.
- **Methane (CH₄)** is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and from the decay of organic waste in municipal landfills and water treatment facilities.
- **Nitrous oxide (N₂O)** is emitted during agricultural and industrial activities as well as during combustion of fossil fuels and solid waste.
- **Fluorinated gases** are synthetic, strong GHGs that are emitted from a variety of industrial processes. Fluorinated gases are sometimes used as substitutes for ozone-depleting substances. These gases are typically emitted in smaller quantities, but because they are potent GHGs, they are sometimes referred to as high global-warming-potential (GWP) gases.
 - **Chlorofluorocarbons (CFCs)** are GHGs covered under the 1987 Montreal Protocol and used for refrigeration, air conditioning, packaging, insulation, solvents, or aerosol propellants. Since they are not destroyed in the lower atmosphere (troposphere, stratosphere), CFCs drift into the upper atmosphere where, given suitable conditions, they break down ozone. These gases are also ozone-

⁸ Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

⁹ Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of particulate matter (PM) emitted from burning fuels such as coal, diesel, and biomass. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2014b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

depleting gases and are therefore being replaced by other compounds that are GHGs covered under the Kyoto Protocol.

- **Perfluorocarbons (PFCs)** are a group of human-made chemicals composed of carbon and fluorine only. These chemicals (predominantly perfluoromethane [CF₄] and perfluoroethane [C₂F₆]) were introduced as alternatives, along with HFCs, to the ozone-depleting substances. In addition, PFCs are emitted as by-products of industrial processes and are used in manufacturing. PFCs do not harm the stratospheric ozone layer, but they have a high global warming potential.
- **Sulfur Hexafluoride (SF₆)** is a colorless gas soluble in alcohol and ether, slightly soluble in water. SF₆ is a strong GHG used primarily in electrical transmission and distribution systems as an insulator.
- **Hydrochlorofluorocarbons (HCFCs)** contain hydrogen, fluorine, chlorine, and carbon atoms. Although ozone-depleting substances, they are less potent at destroying stratospheric ozone than CFCs. They have been introduced as temporary replacements for CFCs and are also GHGs.
- **Hydrofluorocarbons (HFCs)** contain only hydrogen, fluorine, and carbon atoms. They were introduced as alternatives to ozone-depleting substances to serve many industrial, commercial, and personal needs. HFCs are emitted as by-products of industrial processes and are also used in manufacturing. They do not significantly deplete the stratospheric ozone layer, but they are strong GHGs (IPCC 2001; EPA 2015b).

GHGs are dependent on the lifetime or persistence of the gas molecule in the atmosphere. Some GHGs have stronger greenhouse effects than others. These are referred to as high GWP gases. The GWP of GHG emissions are shown in Table 9, *GHG Emissions and Their Relative Global Warming Potential Compared to CO₂*. The GWP is used to convert GHGs to CO₂-equivalence (CO₂e) to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. For example, under IPCC's Second Assessment Report GWP values for CH₄, a project that generates 10 metric tons (MT) of CH₄ would be equivalent to 210 MT of CO₂.¹⁰

¹⁰ CO₂-equivalence is used to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. The global warming potential of a GHG is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere.

Table 9 GHG Emissions and Their Relative Global Warming Potential Compared to CO₂

GHGs	Atmospheric Lifetime (Years)	Second Assessment Report Global Warming Potential Relative to CO ₂ ¹	Fourth Assessment Report Global Warming Potential Relative to CO ₂ ¹
Carbon Dioxide (CO ₂)	50 to 200	1	1
Methane ² (CH ₄)	12 (±3)	21	25
Nitrous Oxide (N ₂ O)	120	310	298
Hydrofluorocarbons:			
HFC-23	264	11,700	14,800
HFC-32	5.6	650	675
HFC-125	32.6	2,800	3,500
HFC-134a	14.6	1,300	1,430
HFC-143a	48.3	3,800	4,470
HFC-152a	1.5	140	124
HFC-227ea	36.5	2,900	3,220
HFC-236fa	209	6,300	9,810
HFC-4310mee	17.1	1,300	1,030
Perfluoromethane: CF ₄	50,000	6,500	7,390
Perfluoroethane: C ₂ F ₆	10,000	9,200	12,200
Perfluorobutane: C ₄ F ₁₀	2,600	7,000	8,860
Perfluoro-2-methylpentane: C ₆ F ₁₄	3,200	7,400	9,300
Sulfur Hexafluoride (SF ₆)	3,200	23,900	22,800

Source: IPCC 200; IPCC 2007.

Notes: The IPCC has published updated global warming potential (GWP) values in its Fifth Assessment Report (2013) that reflect new information on atmospheric lifetimes of GHGs and an improved calculation of the radiative forcing of CO₂ (radiative forcing is the difference of energy from sunlight received by the earth and radiated back into space). However, GWP values identified in the Second Assessment Report are still used by SCAQMD to maintain consistency in GHG emissions modeling. In addition, the 2008 Scoping Plan was based on the GWP values in the Second Assessment Report.

¹ Based on 100-year time horizon of the GWP of the air pollutant relative to CO₂ (IPCC 2001 and IPCC 2007).

² The methane GWP includes direct effects and indirect effects due to the production of tropospheric ozone and stratospheric water vapor. The indirect effect due to the production of CO₂ is not included.

Regulatory Settings

REGULATION OF GHG EMISSIONS ON A NATIONAL LEVEL

The U.S. Environmental Protection Agency (EPA) announced on December 7, 2009, that GHG emissions threaten the public health and welfare of the American people and that GHG emissions from on-road vehicles contribute to that threat. The EPA's final findings respond to the 2007 U.S. Supreme Court decision that GHG emissions fit within the Clean Air Act definition of air pollutants. The findings do not in and of themselves impose any emission reduction requirements, but allow the EPA to finalize the GHG standards proposed in 2009 for new light-duty vehicles as part of the joint rulemaking with the Department of Transportation (USEPA 2009).

The EPA's endangerment finding covers emissions of six key GHGs—CO₂, CH₄, N₂O, hydro fluorocarbons, per fluorocarbons, and SF₆—that have been the subject of scrutiny and intense analysis for decades by scientists in the United States and around the world (the first three are applicable to the proposed project).

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 metric tons (MT) or more of CO₂ per year are required to submit an annual report.

US Mandatory Report Rule for GHGs (2009)

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 MT or more of CO₂ per year are required to submit an annual report.

Update to Corporate Average Fuel Economy Standards (2010/2012)

The current Corporate Average Fuel Economy (CAFE) standards (for model years 2011 to 2016) incorporate stricter fuel economy requirements promulgated by the federal government and California into one uniform standard. Additionally, automakers are required to cut GHG emissions in new vehicles by roughly 25 percent by 2016 (resulting in a fleet average of 35.5 miles per gallon [mpg] by 2016). Rulemaking to adopt these new standards was completed in 2010. California agreed to allow automakers who show compliance with the national program to also be deemed in compliance with state requirements. The federal government issued new standards in 2012 for model years 2017–2025, which will require a fleet average of 54.5 mpg in 2025.

EPA Regulation of Stationary Sources under the Clean Air Act (Ongoing)

Pursuant to its authority under the CAA, the EPA has been developing regulations for new stationary sources such as power plants, refineries, and other large sources of emissions. Pursuant to the President's 2013 Climate Action Plan, the EPA will be directed to also develop regulations for existing stationary sources.

REGULATION OF GHG EMISSIONS ON A STATE LEVEL

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Executive Order S-3-05, Assembly Bill 32, and Senate Bill 375.

Executive Order S-3-05

Executive Order S-3-05, signed June 1, 2005. Executive Order S-3-05 set the following GHG reduction targets for the State:

- 2000 levels by 2010
- 1990 levels by 2020
- 80 percent below 1990 levels by 2050

Executive Order B-30-15

Executive Order B-30-15, signed April 29, 2015, sets a goal of reducing GHG emissions within the state to 40 percent of 1990 levels by year 2030. Executive Order B-30-15 also directs CARB to update the Scoping Plan to quantify the 2030 GHG reduction goal for the State and requires state agencies to implement measures to meet the interim 2030 goal of Executive Order B-30-15 as well as the long-term goal for 2050 in Executive Order S-03-5. It also requires the Natural Resources Agency to conduct triennial updates the

California adaption strategy, Safeguarding California, in order to ensure climate change is accounted for in State planning and investment decisions.

Assembly Bill 32

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Assembly Bill 32 (AB 32), the Global Warming Solutions Act. AB 32 was passed by the California state legislature on August 31, 2006, to place the state on a course toward reducing its contribution of GHG emissions. AB 32 follows the 2020 tier of emissions reduction targets established in Executive Order S-3-05.

CARB 2008 Scoping Plan

The final Scoping Plan was adopted by CARB on December 11, 2008. AB 32 directed CARB to adopt discrete early action measures to reduce GHG emissions and outline additional reduction measures to meet the 2020 target. In order to effectively implement the emissions cap, AB 32 directed CARB to establish a mandatory reporting system to track and monitor GHG emissions levels for large stationary sources that generate more than 25,000 MT of CO₂e per year, prepare a plan demonstrating how the 2020 deadline can be met, and develop appropriate regulations and programs to implement the plan by 2012.

The 2008 Scoping Plan identified that GHG emissions in California are anticipated to be approximately 596 MMTCO₂e in 2020. In December 2007, CARB approved a 2020 emissions limit of 427 MMTCO₂e (471 million tons) for the state. The 2020 target requires a total emissions reduction of 169 MMTCO₂e, 28.5 percent from the projected emissions of the business-as-usual (BAU) scenario for the year 2020 (i.e., 28.5 percent of 596 MMTCO₂e) (CARB 2008).¹¹

Key elements of CARB's GHG reduction plan that may be applicable to the project include:

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards (adopted and cycle updates in progress).
- Achieving a mix of 33 percent for energy generation from renewable sources (anticipated by 2020).
- A California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system for large stationary sources (adopted 2011).
- Establishing targets for transportation-related GHG emissions for regions throughout California, and pursuing policies and incentives to achieve those targets (several Sustainable Communities Strategies have been adopted).

¹¹ CARB defines BAU in its Scoping Plan as emissions levels that would occur if California continued to grow and add new GHG emissions but did not adopt any measures to reduce emissions. Projections for each emission-generating sector were compiled and used to estimate emissions for 2020 based on 2002–2004 emissions intensities. Under CARB's definition of BAU, new growth is assumed to have the same carbon intensities as was typical from 2002 through 2004.

- Adopting and implementing measures pursuant to state laws and policies, including California's clean car standards (amendments to the Pavley Standards adopted 2009; Advanced Clean Car standard adopted 2012), goods movement measures, and the Low Carbon Fuel Standard (LCFS) (adopted 2009).
- Creating target fees, including a public goods charge on water use, fees on high GWP gases, and a fee to fund the administrative costs of the state's long-term commitment to AB 32 implementation (in progress).

Table 10, *Scoping Plan Greenhouse Gas Reduction Measures and Reductions Toward 2020 Target*, shows the proposed reductions from regulations and programs outlined in the 2008 Scoping Plan. Although local government operations were not accounted for in achieving the 2020 emissions reduction, CARB estimates that land use changes implemented by local governments that integrate jobs, housing, and services result in a reduction of 5 MMTCO_{2e}, which is approximately 3 percent of the 2020 GHG emissions reduction goal. In recognition of the critical role that local governments play in the successful implementation of AB 32, CARB is recommending GHG reduction goals of 15 percent of today's levels by 2020 to ensure that municipal and community-wide emissions match the state's reduction target.¹² Measures that local governments take to support shifts in land use patterns are anticipated to emphasize compact, low-impact growth over development in greenfields, resulting in fewer VMT (CARB 2008).

¹² The Scoping Plan references a goal for local governments to reduce community GHG emissions by 15 percent from current (interpreted as 2008) levels by 2020, but it does not rely on local GHG reduction targets established by local governments to meet the state's GHG reduction target of AB 32.

Table 10 Scoping Plan Greenhouse Gas Reduction Measures and Reductions Toward 2020 Target

Recommended Reduction Measures	Reductions Counted toward 2020 Target of 169 MMT CO _{2e}	Percentage of Statewide 2020 Target
Cap and Trade Program and Associated Measures		
California Light-Duty Vehicle GHG Standards	31.7	19%
Energy Efficiency	26.3	16%
Renewable Portfolio Standard (33 percent by 2020)	21.3	13%
Low Carbon Fuel Standard	15	9%
Regional Transportation-Related GHG Targets ¹	5	3%
Vehicle Efficiency Measures	4.5	3%
Goods Movement	3.7	2%
Million Solar Roofs	2.1	1%
Medium/Heavy Duty Vehicles	1.4	1%
High Speed Rail	1.0	1%
Industrial Measures	0.3	0%
Additional Reduction Necessary to Achieve Cap	34.4	20%
Total Cap and Trade Program Reductions	146.7	87%
Uncapped Sources/Sectors Measures		
High Global Warming Potential Gas Measures	20.2	12%
Sustainable Forests	5	3%
Industrial Measures (for sources not covered under cap and trade program)	1.1	1%
Recycling and Waste (landfill methane capture)	1	1%
Total Uncapped Sources/Sectors Reductions	27.3	16%
Total Reductions Counted toward 2020 Target	174	100%
Other Recommended Measures – Not Counted toward 2020 Target		
State Government Operations	1.0 to 2.0	1%
Local Government Operations ²	To Be Determined ²	NA
Green Buildings	26	15%
Recycling and Waste	9	5%
Water Sector Measures	4.8	3%
Methane Capture at Large Dairies	1	1%
Total Other Recommended Measures – Not Counted toward 2020 Target	42.8	NA

Source: CARB 2008. Note: the percentages in the right-hand column add up to more than 100 percent because the emissions reduction goal is 169 MMTCO_{2e} and the Scoping Plan identifies 174 MMTCO_{2e} of emissions reductions strategies.
MMTCO_{2e}: million metric tons of CO_{2e}

¹ Reductions represent an estimate of what may be achieved from local land use changes. It is not the SB 375 regional target. A discussion of the regional targets for the Southern California Region and local land use changes recommended within the Southern California Association of Government's (SCAG) Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) are included later in this section.

² According to the Measure Documentation Supplement to the Scoping Plan, local government actions and targets are anticipated to reduce vehicle miles by approximately 2 percent through land use planning, resulting in a potential GHG reduction of 2 million metric tons of CO_{2e} (or approximately 1.2 percent of the GHG reduction target). However, these reductions were not included in the Scoping Plan reductions to achieve the 2020 target.

2014 Scoping Plan Update

CARB recently completed a five-year update to the 2008 Scoping Plan, as required by AB 32. The final Update to the Scoping Plan was released in May, and CARB adopted it at the May 22, 2014, board hearing. The Update to the Scoping Plan defines CARB’s climate change priorities for the next five years and lays the

groundwork to reach post-2020 goals in Executive Orders S-3-05 and B-16-2012. The update includes the latest scientific findings related to climate change and its impacts, including short-lived climate pollutants. The GHG target identified in the 2008 Scoping Plan is based on IPCC's GWPs identified in the Second and Third Assessment Reports (see Table 9). IPCC's Fourth and Fifth Assessment Reports identified more recent GWP values based on the latest available science. CARB recalculated the 1990 GHG emission levels with the updated GWPs in the Fourth Assessment Report, and the 427 MMTCO_{2e} 1990 emissions level and 2020 GHG emissions limit, established in response to AB 32, is slightly higher, at 431 MMTCO_{2e} (CARB 2014b).

The update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the original 2008 Scoping Plan. As identified in the Update to the Scoping Plan, California is on track to meeting the goals of AB 32. However, the Update to the Scoping Plan also addresses the state's longer-term GHG goals within a post-2020 element. The post-2020 element provides a high level view of a long-term strategy for meeting the 2050 GHG goals, including a recommendation for the state to adopt a mid-term target. According to the Update to the Scoping Plan, local government reduction targets should chart a reduction trajectory that is consistent with, or exceeds, the trajectory created by statewide goals (CARB 2014b).

According to the Update to the Scoping Plan, reducing emissions to 80 percent below 1990 levels will require a fundamental shift to efficient, clean energy in every sector of the economy. Progressing toward California's 2050 climate targets will require significant acceleration of GHG reduction rates. Emissions from 2020 to 2050 will have to decline several times faster than the rate needed to reach the 2020 emissions limit (CARB 2014a).

The new Executive Order B-30-15 requires CARB to prepare another update to the Scoping Plan to address the 2030 target for the State. It is anticipated the Scoping Plan will be updated within the next five years to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030.

SB 375 – Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS)

In 2008, SB 375 was adopted and was intended to represent the implementation mechanism necessary to achieve the GHG emissions reductions targets established in the Scoping Plan for the transportation sector as it relates to local land use decisions that affect travel behavior. Implementation is intended to reduce GHG emissions from light-duty trucks and automobiles (excludes emissions associated with goods movement) by aligning regional long-range transportation plans, investments, and housing allocations with local land use planning to reduce vehicle miles traveled and vehicle trips. Specifically, SB 375 requires CARB to establish GHG emissions reduction targets for each of the 17 regions in California managed by a metropolitan planning organization (MPO). Pursuant to the recommendations of the Regional Transportation Advisory Committee, CARB adopted per capita reduction targets for each of the MPOs rather than a total magnitude reduction target. SCAG is the MPO for the southern California region, which includes the counties of Los Angeles, Orange, San Bernardino County, Riverside, Ventura, and Imperial. SCAG's targets are an 8 percent per capita reduction from 2005 GHG emission levels by 2020 and a 13 percent per capita reduction from 2005 GHG emission levels by 2035.

The 2020 targets are smaller than the 2035 targets because a significant portion of the built environment in 2020 has been defined by decisions that have already been made. In general, the 2020 scenarios reflect that more time is needed for large land use and transportation infrastructure changes. Most of the reductions in the interim are anticipated to come from improving the efficiency of the region's existing transportation network. Adherence to the targets would result in 3 MMTCO_{2e} reductions by 2020 and 15 MMTCO_{2e} reductions by 2035. Based on these reductions, the passenger vehicle target in CARB's Scoping Plan (for AB 32) would be met (CARB 2010).

SCAG 2012 RTP/SCS

SB 375 requires the MPOs to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plan. For the SCAG region, the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) was adopted April 2012 (SCAG 2012). The SCS sets forth a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce GHG emissions from transportation (excluding goods movement). The SCS is meant to provide growth strategies that will achieve the regional GHG emissions reduction targets. However, the SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers.

Assembly Bill 1493

California vehicle GHG emission standards were enacted under AB 1493 (Pavley I). Pavley I is a clean-car standard that reduces GHG emissions from new passenger vehicles (light-duty auto to medium-duty vehicles) from 2009 through 2016 and is anticipated to reduce GHG emissions from new passenger vehicles by 30 percent in 2016. California implements the Pavley I standards through a waiver granted to California by the EPA. In 2012, the EPA issued a Final Rulemaking that sets even more stringent fuel economy and GHG emissions standards for model year 2017 through 2025 light-duty vehicles (see also the discussion on the update to the CAFE standards under *Federal Laws*, above). In January 2012, CARB approved the Advanced Clean Cars program (formerly known as Pavley II) for model years 2017 through 2025. The program combines the control of smog, soot, and global warming gases and requirements for greater numbers of zero-emission vehicles into a single package of standards. Under California's Advanced Clean Car program, by 2025, new automobiles will emit 34 percent fewer global warming gases and 75 percent fewer smog-forming emissions.

Executive Order S-1-07

On January 18, 2007, the state set a new low carbon fuel standard (LCFS) for transportation fuels sold within the state. Executive Order S-1-07 sets a declining standard for GHG emissions measured in carbon dioxide equivalent gram per unit of fuel energy sold in California. The LCFS requires a reduction of 2.5 percent in the carbon intensity of California's transportation fuels by 2015 and a reduction of at least 10 percent by 2020. The standard applies to refiners, blenders, producers, and importers of transportation fuels, and would use market-based mechanisms to allow these providers to choose how they reduce emissions during the "fuel cycle" using the most economically feasible methods.

Executive Order B-16-2012

On March 23, 2012, the state identified that CARB, the California Energy Commission (CEC), the Public Utilities Commission, and other relevant agencies worked with the Plug-in Electric Vehicle Collaborative and the California Fuel Cell Partnership to establish benchmarks to accommodate zero-emissions vehicles in major metropolitan areas, including infrastructure to support them (e.g., electric vehicle charging stations). The executive order also directs the number of zero-emission vehicles in California's state vehicle fleet to increase through the normal course of fleet replacement so that at least 10 percent of fleet purchases of light-duty vehicles are zero-emission by 2015 and at least 25 percent by 2020. The executive order also establishes a target for the transportation sector of reducing GHG emissions from the transportation sector 80 percent below 1990 levels.

Senate Bills 1078, 107, and 350 and Executive Order S-14-08

A major component of California's Renewable Energy Program is the renewable portfolio standard (RPS) established under Senate Bills 1078 (Sher) and 107 (Simitian). Under the RPS, certain retail sellers of electricity were required to increase the amount of renewable energy each year by at least 1 percent in order to reach at least 20 percent by December 30, 2010. CARB has now approved an even higher goal of 33 percent by 2020. In 2011, the state legislature adopted this higher standard in SBX1-2. Executive Order S-14-08 was signed in November 2008, which expands the state's Renewable Energy Standard to 33 percent renewable power by 2020. Senate Bill 350 (de Leon), signed into law September 2015, establishes tiered increases to the RPS of 40 percent by 2024, 45 percent by 2027, and 50 percent by 2030.¹³ Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The increase in renewable sources for electricity production will decrease indirect GHG emissions from development projects because electricity production from renewable sources is generally considered carbon neutral.

California Building Standards Code – Building and Energy Efficiency Standards

Energy conservation standards for new residential and nonresidential buildings were adopted by the California Energy Resources Conservation and Development Commission in June 1977 and most recently revised in 2013 (Title 24, Part 6, of the California Code of Regulations [CCR]). Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods. On May 31, 2012, the CEC adopted the 2013 Building and Energy Efficiency Standards, which went into effect July 1, 2014. Buildings that are constructed in accordance with the 2013 Building and Energy Efficiency Standards are 25 percent (residential) to 30 percent (nonresidential) more energy efficient than the 2008 standards as a result of better windows, insulation, lighting, ventilation systems, and other features that reduce energy consumption in homes and businesses.

Most recently, the CEC adopted the 2016 Building and Energy Efficiency Standards. The 2016 Standards will continue to improve upon the current 2013 Standards for new construction of, and additions and alterations to, residential and nonresidential buildings. These standards will go into effect on January 1, 2017. Under the

¹³ SB 350 also sets a goal of increasing energy efficiency in existing buildings by 50 percent by 2030.

2016 Standards, residential buildings are 28 percent more energy efficient than the 2013 Standards while non-residential buildings are 5 percent more energy efficient than the 2013 Standards (CEC 2015a).

The 2016 standards will not get us to zero net energy (ZNE). However, they do get us very close to the State's goal and make important steps toward changing residential building practices in California. The 2019 standards will take the final step to achieve ZNE for newly constructed residential buildings throughout California (CEC 2015b).

California Green Building Standards Code – CALGreen

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11, Title 24, known as "CALGreen") was adopted as part of the California Building Standards Code (Title 24, CCR). CALGreen established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.¹⁴ The mandatory provisions of the California Green Building Code Standards became effective January 1, 2011 and were updated most recently in 2013.

2006 Appliance Efficiency Regulations

The 2006 Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1608) were adopted by the California Energy Commission on October 11, 2006, and approved by the California Office of Administrative Law on December 14, 2006. The regulations include standards for both federally regulated appliances and non-federally regulated appliances. Though these regulations are now often viewed as "business-as-usual," they exceed the standards imposed by all other states and they reduce GHG emissions by reducing energy demand.

Solid Waste Regulations

California's Integrated Waste Management Act of 1989 (AB 939, Public Resources Code 40050 et seq.) set a requirement for cities and counties throughout the state to divert 50 percent of all solid waste from landfills by January 1, 2000, through source reduction, recycling, and composting. In 2008, the requirements were modified to reflect a per capita requirement rather than tonnage. To help achieve this, the act requires that each city and county prepare and submit a source reduction and recycling element. AB 939 also established the goal for all California counties to provide at least 15 years of ongoing landfill capacity.

AB 341 (Chapter 476, Statutes of 2011) increased the statewide goal for waste diversion to 75 percent by 2020 and requires recycling of waste from commercial and multifamily residential land uses.

The California Solid Waste Reuse and Recycling Access Act (AB 1327, California Public Resources Code Sections 42900 et seq.) requires areas to be set aside for collecting and loading recyclable materials in development projects. The act required the California Integrated Waste Management Board to develop a model ordinance for adoption by any local agency requiring adequate areas for collection and loading of

¹⁴ The green building standards became mandatory in the 2010 edition of the code.

recyclable materials as part of development projects. Local agencies are required to adopt the model or an ordinance of their own.

Section 5.408 of the 2013 California Green Building Standards Code (Title 24, California Code of Regulations, Part 11) also requires that at least 50 percent of the nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse.

Water Efficiency Regulations

The 20x2020 Water Conservation Plan was issued by the Department of Water Resources (DWR) in 2010 pursuant to Senate Bill 7, which was adopted during the 7th Extraordinary Session of 2009–2010 and therefore dubbed “SBX7-7.” SBX7-7 mandated urban water conservation and authorized the DWR to prepare a plan implementing urban water conservation requirements (20x2020 Water Conservation Plan). In addition, it required agricultural water providers to prepare agricultural water management plans, measure water deliveries to customers, and implement other efficiency measures. SBX7-7 requires urban water providers to adopt a water conservation target of 20 percent reduction in urban per capita water use by 2020 compared to 2005 baseline use.

The Water Conservation in Landscaping Act of 2006 (AB 1881) requires local agencies to adopt the updated DWR model ordinance or equivalent. AB 1881 also requires the Energy Commission, in consultation with the department, to adopt, by regulation, performance standards and labeling requirements for landscape irrigation equipment, including irrigation controllers, moisture sensors, emission devices, and valves to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy or water.

Thresholds of Significance

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment:

1. The extent to which the project may increase (or reduce) GHG emissions as compared to the existing environmental setting;
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;
3. The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.¹⁵

¹⁵ The Governor’s Office of Planning and Research recommendations include a requirement that such a plan must be adopted through a public review process and include specific requirements that reduce or mitigate the project’s incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD has convened a GHG CEQA Significance Threshold Working Group (Working Group). Based on the last Working Group meeting (Meeting No. 15) held in September 2010, SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency:

- **Tier 1.** If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.
- **Tier 2.** If the project complies with a GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.

For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, SCAQMD requires an assessment of GHG emissions. SCAQMD is proposing a screening-level threshold of 3,000 MTCO_{2e} annually for all land use types or the following land-use-specific thresholds: 1,400 MTCO_{2e} for commercial projects, 3,500 MTCO_{2e} for residential projects, or 3,000 MTCO_{2e} for mixed-use projects. This bright-line threshold is based on a review of the Governor's Office of Planning and Research database of CEQA projects. Based on their review of 711 CEQA projects, 90 percent of CEQA projects would exceed the bright-line thresholds identified above. Therefore, projects that do not exceed the bright-line threshold would have a nominal, and therefore, less than cumulatively considerable impact on GHG emissions:

- **Tier 3.** If GHG emissions are less than the screening-level threshold, project-level and cumulative GHG emissions are less than significant.
- **Tier 4.** If emissions exceed the screening threshold, a more detailed review of the project's GHG emissions is warranted.

SCAQMD has identified an efficiency target for projects that exceed the screening threshold of 4.8 MTCO_{2e} per year per service population (MTCO_{2e}/year/SP) for project-level analyses and 6.6 MTCO_{2e}/year/SP for plan level projects (e.g., program-level projects such as general plans).¹⁶ The per capita efficiency targets are based on the AB 32 GHG reduction target and 2020 GHG emissions inventory prepared for CARB's 2008 Scoping Plan.¹⁷

For the purpose of this project, SCAQMD's project-level thresholds are used. If projects exceed the bright line and per capita efficiency targets, GHG emissions would be considered potentially significant in the absence of mitigation measures.

¹⁶ It should be noted that the Working Group also considered efficiency targets for 2035 for the first time in this Working Group meeting.

¹⁷ SCAQMD took the 2020 statewide GHG reduction target for land use only GHG emissions sectors and divided it by the 2020 statewide employment for the land use sectors to derive a per capita GHG efficiency metric that coincides with the GHG reduction targets of AB 32 for year 2020.

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Regional Construction Emissions Worksheet

Asphalt Demolition			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2016						
	Off-Road		1.5788	17.1258	12.8976	0.012	0.896	0.8243
	Total		1.5788	17.1258	12.8976	0.012	0.896	0.8243
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0.0372	0.3588	0.4951	8.70E-04	0.0288	0.0118
	Worker		0.0232	0.0311	0.3257	6.90E-04	0.052	0.0142
	Total		0.0604	0.3899	0.8208	1.56E-03	0.0809	0.026
TOTAL			1.6392	17.5157	13.7184	0.0136	0.9769	0.8503

Asphalt Demo Debris Haul			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2016						
	Fugitive Dust						2.1955	0.3324
	Off-Road		0	0	0	0	0	0
	Total		0	0	0	0	2.1955	0.3324
Offsite								
	Hauling		0.4427	6.8869	5.4722	0.0177	0.4838	0.1971
	Vendor		0	0	0	0	0	0
	Worker		0	0	0	0	0	0
	Total		0.4427	6.8869	5.4722	0.0177	0.4838	0.1971
TOTAL			0.4427	6.8869	5.4722	0.0177	2.6793	0.5295

2016 Demo + Building & Asphalt Demo Haul			2.0819	24.4026	19.1906	0.0313	3.6562	1.3798
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Grading			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2016						
	Fugitive Dust						4.3879	1.6109
	Off-Road		7.4493	90.7636	59.3959	0.0747	3.9835	3.6648
	Total		7.4493	90.7636	59.3959	0.0747	8.3714	5.2758
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0.0372	0.3588	0.4951	8.70E-04	0.0288	0.0118
	Worker		0.0834	0.1119	1.1725	2.47E-03	0.1874	0.0512
	Total		0.1206	0.4707	1.6676	3.34E-03	0.2162	0.063
TOTAL			7.5699	91.2343	61.0635	0.0780	8.5876	5.3388

Building Construction			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2016						
	Off-Road		6.6374	72.6067	51.3242	0.0791	4.2931	3.9559
	Total		6.6374	72.6067	51.3242	0.0791	4.2931	3.9559
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0.3253	3.1397	4.3324	7.64E-03	0.2523	0.1031
	Worker		0.2873	0.3854	4.0385	8.50E-03	0.6453	0.1765
	Total		0.6126	3.5251	8.3709	0.0161	0.8976	0.2796
TOTAL			7.2500	76.1318	59.6951	0.0952	5.1907	4.2355

Building Construction			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2017						
	Off-Road		6.089	66.224	50.5224	0.0791	3.8104	3.5119
	Total		6.089	66.224	50.5224	0.0791	3.8104	3.5119
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0.2962	2.8607	4.1093	7.63E-03	0.2471	0.0982
	Worker		0.2576	0.3486	3.6442	8.50E-03	0.6451	0.1763
	Total		0.5538	3.2093	7.7534	0.0161	0.8922	0.2745
TOTAL			6.6428	69.4333	58.2758	0.0952	4.7026	3.7864
Architectural Coating			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2017						
	Archit. Coating		5.7424				0	0
	Off-Road		0.4431	2.9134	2.4908	3.96E-03	0.2311	0.2311
	Total		6.1855	2.9134	2.4908	3.96E-03	0.2311	0.2311
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0	0	0	0	0	0
	Worker		0.0499	0.0675	0.7053	1.65E-03	0.1249	0.0341
	Total		0.0499	0.0675	0.7053	1.65E-03	0.1249	0.0341
TOTAL			6.2354	2.9809	3.1961	0.0056	0.3560	0.2652
2017 Construction + Archit. Coating			12.8782	72.4142	61.4719	0.1008	5.0586	4.0516
Landscape Installation			ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Onsite		2017						
	Off-Road		0.9805	9.3201	7.3394	9.69E-03	0.6941	0.6391
	Paving		0.2056				0	0
	Total		1.186	9.3201	7.3394	9.69E-03	0.6941	0.6391
Offsite								
	Hauling		0	0	0	0	0	0
	Vendor		0	0	0	0	0	0
	Worker		0.0416	0.0562	0.5878	1.37E-03	0.104	0.0284
	Total		0.0416	0.0562	0.5878	1.37E-03	0.104	0.0284
TOTAL			1.2276	9.3763	7.9272	0.0111	0.7981	0.6675
2017 Const + AC + LI			14.1058	81.7905	69.3991	0.1119	5.8567	4.7191
MAX DAILY			14.11	91.23	69.40	0.11	8.59	5.34
Regional Thresholds			75	100	550	150	150	55
Exceeds Thresholds?			No	No	No	No	No	No

Localized Construction Emissions Worksheet

Asphalt Demolition

			NOx	CO	PM10 Total	PM2.5 Total
Onsite		2016				
	Off-Road		17.1258	12.8976	0.896	0.8243
	Total		17.1258	12.8976	0.896	0.8243
LSTs			83	673	18.46	6.36
Exceed Thresholds?			No	No	No	No

Asphalt Demo Debris Haul

			NOx	CO	PM10 Total	PM2.5 Total
Onsite		2016				
	Fugitive Dust				2.1955	0.3324
	Off-Road		0	0	0	0
	Total		0	0	2.1955	0.3324

2016 Demo + Building & Asphalt Demo Haul	17.1258	12.8976	3.0915	1.1567
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LSTs			83	673	18.46	6.36
Exceed Thresholds?			No	No	No	No

Grading

			NOx	CO	PM10 Total	PM2.5 Total
Onsite		2016				
	Fugitive Dust				4.3879	1.6109
	Off-Road		90.7636	59.3959	3.9835	3.6648
	Total		90.7636	59.3959	8.3714	5.2758

LSTs			183	1,814	48.46	14.39
Exceed Thresholds?			No	No	No	No

Building Construction

			NOx	CO	PM10 Total	PM2.5 Total
Onsite		2016				
	Off-Road		72.6067	51.3242	4.2931	3.9559
	Total		72.6067	51.3242	4.2931	3.9559

LSTs			142	1,292	34.23	11.04
Exceed Thresholds?			No	No	No	No

Building Construction

			NOx	CO	PM10 Total	PM2.5 Total
Onsite		2017				
	Off-Road		66.224	50.5224	3.8104	3.5119
	Total		66.224	50.5224	3.8104	3.5119

LSTs			142	1,292	34.23	11.04
Exceed Thresholds?			No	No	No	No

Architectural Coating

		NOx	CO	PM10 Total	PM2.5 Total
Onsite	2017				
	Archit. Coating			0	0
	Off-Road	2.9134	2.4908	0.2311	0.2311
	Total	2.9134	2.4908	0.2311	0.2311

2017 Construction + Archit. Coating **69.1374** **53.0132** **4.0415** **3.7430**

LSTs 142 1,292 34.23 11.04
Exceed Thresholds? No No No No

Landscape Installation

		NOx	CO	PM10 Total	PM2.5 Total
Onsite	2017				
	Off-Road	9.3201	7.3394	0.6941	0.6391
	Paving			0	0
	Total	9.3201	7.3394	0.6941	0.6391

2017 Const + AC + LI **78.4575** **60.3526** **4.7356** **4.3821**

LSTs 173 1,683 44.90 13.55
Exceed Thresholds? No No No No

Regional Operational Emissions Worksheet

Summer	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	3.490	0.000	0.008	0.000	0.000	0.000
Energy	0.018	0.161	0.135	0.001	0.012	0.012
Mobile	2.483	2.455	28.871	0.073	5.779	1.563
Total	5.991	2.617	29.015	0.074	5.791	1.576
Winter	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	3.490	0.000	0.008	0.000	0.000	0.000
Energy	0.018	0.161	0.135	0.001	0.012	0.012
Mobile	2.586	2.703	27.706	0.069	5.779	1.563
Total	6.093	2.864	27.850	0.070	5.791	1.576
Max Daily	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Area	3.490	0.000	0.008	0.000	0.000	0.000
Energy	0.018	0.161	0.135	0.001	0.012	0.012
Mobile	2.586	2.703	28.871	0.073	5.779	1.563
Total	6.093	2.864	29.015	0.074	5.791	1.576
Regional Thresholds	55	55	550	150	150	550
Exceeds Thresholds?	No	No	No	No	No	No

GHG Emissions Worksheet

	<u>Mtons Total</u>	
Total Construction	1,995	
<hr/>		
Source	Mtons/Year	Percent of Total
Area	0	0%
Energy	340	29%
Mobile	716	60%
Waste	38	3%
Water	29	2%
Amortized Construction Emissions*	66	6%
<hr/>		
Total All Sectors	1,190	100%

CalEEMod Project Characteristics Inputs (Construction)

Name: 12851 Crossroads Parkway South, City of Industry, CA 91746
Project Location: Los Angeles- South Coast County
Climate Zone: 9
Land Use Setting: Urban
Operational Year: 2017
Utility Company: Southern California Edison
Air Basin: South Coast Air Basin
Air District: SCAQMD
SRA: 11

General Info

Site Area	4.14	acres
New Office Building	77,250	SQFT
Surface Parking Lot	88,707	SQFT
Hardscape	4,681	SQFT
Landscaping	30,687	SQFT

CalEEMod Land Use Inputs

Land Use	Land Use Type	Land Use Subtype	Unit Amount	Size Metric	Lot Acreage	Square Feet
General Office Building	Commercial	General Office Building	77.25	1000sqft	1.29	77,250
Surface Parking Lot	Parking	Parking Lot	2.04	acres	2.04	88,707
Hardscape + Landscaping	Parking	Other Non-Asphalt Surfaces	0.81	acres	0.81	0
					4.14	acre

Demolition Haul

Tonnage of Asphalt Debris: 3,600 tons

Phases	Amount to be Hauled (tons)	Haul Truck Capacity (CY)*	Haul Distance (miles)*	Total Trip Ends	Duration (days)	Trip Ends/Day
Asphalt Demo Debris Haul	3,600	16	20	356	15	24

*CalEEMod Defaults

Architectural Coating

Percentage of Buildings' Exterior Painted: 100% percent

Percentage of Buildings' Interior Painted: 100% percent

SCAQMD Rule 1113

Exterior Paint VOC content: 100 grams per liter

Interior Paing VOC content: 100 grams per liter

Non-Residential Structures	Land Use Square Feet	CalEEMod Paintable Surface Area Multiplier	Total Paintable Surface Area ²	Paintable	
				Interior Area ¹	Paintable Exterior Area ¹
General Office Building	77,250	2	154,500	115,875	38,625
Surface Parking Lot	88,707	0.06	5,322		5,322
<i>subtotal:</i>			159,822	115,875	43,947

¹ CalEEMod methodology calculates the paintable interior and exterior areas by multiplying the total paintable surface area by 75 and 25 percent, respectively. Architectural coatings for the parking lot is based on CalEEMod methodology applied to a surface parking lot (i.e., striping), in which 6% of surface area is painted.

² Applied CalEEMod Methodology in calculating total

Construction - Unmitigated Run

SCAQMD Rule 403

Replace Ground Cover
 PM10: 5 % Reduction
 PM25: 5 % Reduction

Water Exposed Area
 Frequency: 2 per day
 PM10: 55 % Reduction
 PM25: 55 % Reduction

Unpaved Roads
 Vehicle Speed: 15 mph

SCAQMD Rule 1186

Clean Paved Road 9 % PM Reduction

CalEEMod Construction Phase Inputs

5-Day Work Week/8 hours per day

CalEEMod Default Schedule

Phase Name	Phase Type	Start Date	End Date	CalEEMod Total Days	Total Days
Demolition	Demolition	1/1/2016	1/28/2016	20	27
Grading	Grading	1/29/2016	2/9/2016	8	11
Building Construction	Building Construction	2/10/2016	12/27/2016	230	321
Paving	Paving	12/28/2016	1/20/2017	18	23
Architectural Coating	Architectural Coating	1/21/2017	2/15/2017	18	25
Duration:					411

Normalized for 22 Months Construction Schedule*

Phase Name	Phase Type	Start Date	End Date	CalEEMod Total Days	Total Days
Asphalt Demolition	Demolition	1/1/2016	2/14/2016	31	44
Asphalt Demo Debris Haul	Demolition	1/25/2016	2/12/2016	15	18
Grading	Grading	2/15/2016	3/4/2016	15	18
Building Construction	Building Construction	3/5/2016	10/29/2017	430	603
Landscape Installation	Paving	9/22/2017	10/29/2017	26	37
Architectural Coating	Architectural Coating	5/2/2017	10/29/2017	129	181
Duration:					669

*Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

CalEEMod Construction Off-Road Equipment Inputs**

Equipment Type	CalEEMod Equipment Type	Unit Amount	Hours/Day	HP	LF	CalEEMod Vendor Trips
Asphalt Demolition						
Rubber Tired Dozers	Rubber Tired Dozers	1	8	255	0.4	
Tractors/Loaders/Backhoes	Tractors/Loaders/Backhoes	1	8	97	0.37	
Water Truck*		1				4
Grading						
Rubber Tired Dozers	Rubber Tired Dozers	1	8	255	0.4	
1 Loader & 1 Skiploader	Tractors/Loaders/Backhoes	2	8	97	0.37	
Scrapers	Scrapers	4	8	361	0.4824	
Water Truck*		1				4
Building Construction						
Forklifts	Forklifts	7	8	89	0.2	
5 Backhoes & 1 Skiploader	Tractors/Loaders/Backhoes	6	8	97	0.37	
Laser Screed	Surfacing Equipment	1	8	253	0.3015	
6 Boom Lifts & 11 Scissor Lifts	Aerial Lifts	17	8	62	0.3082	
Concrete Finishing Machines	Plate Compactors	8	8	8	0.43	
Cranes	Cranes	2	8	226	0.29	
Water Truck & Roofing Tanker*		2				27 + 8
Landscape Installation						
2 Backhoes & 1 Skiploader	Tractors/Loaders/Backhoes	3	8	97	0.37	
Rototiller	Plate Compactors	1	8	6	0.43	
Architectural Coating						
Paint Sprayer	Air Compressors	1	8	78	0.48	

*Emissions accounted for in the vendor trips assigned.

**Equipment mix provided by the Applicant.

Demo Haul Trip Calculation

Conversion factors*

0.046 ton/SF <<---CalEEMod Appendix A
1.2641662 tons/cy <<---CalEEMod Appendix A
20 tons <<---CalEEMod User's Guide
15.820705 CY
0.7910352 CY/ton

Asphalt Demo Haul Trips (Asphalt in Tons and Haul Truck in CY given)

Tons	Haul Truck (CY)	Haul Truck (Ton)	Round Trips	Total Trip Ends
3,600	16	20.23	178	356

*CalEEMod User's Guide Version 2011.1, Appendix A

CalEEMod Project Characteristics Inputs (Operation)

Name: 12851 Crossroads Parkway South, City of Industry, CA 91746
Project Location: Los Angeles- South Coast County
Climate Zone: 9
Land Use Setting: Urban
Operational Year: 2017
Utility Company: Southern California Edison
Air Basin: South Coast Air Basin
Air District: SCAQMD
SRA: 11

Trip Generation:

Trip Generation	<u>852</u>	Average Daily Trips (ADT)
Weekday Trip Rate*	<u>11.03</u>	trips/1000sqft
Saturday Trip Rate*	<u>2.46</u>	trips/1000sqft
Sunday Trip Rate*	<u>1.05</u>	trips/1000sqft

*ITE Trip Generation Manual, 9th Edition.

Water and Wastewater

Septic Tank	<u>0%</u>
Aerobic	<u>100%</u>
Facultative Lagoons	<u>0%</u>

Office Use Wastewater Generation Factor*	<u>0.15</u>	gallons/sqft/day
Wastewater (Outdoor Water Use)	<u>4,229,438</u>	gallons/year

Office Use Water Use Generation Factor**	<u>0.165</u>	gallons/sqft/day
Indoor Water Use	<u>4,652,381</u>	gallons/year

*City of Los Angeles 2006. Consistent with the Crossroads Office Building Initial Study.

**100% of estimated wastewater generation using wastewater generation factors from City of Los Angeles (2006)

Solid Waste

Office Use Solid Waste Generation*	0.006	pound/sqft/day
	169,178	pounds/year
	84.59	TPY

*CalRecycle 2009. Consistent with the Crossroads Office Building Initial Study.

Modeling Adjustments for Operational Architectural Coating

Non-Residential Architectural Coating

SCAQMD Rule 1113

Anticipated Exterior Area:	43,947	SQFT
Default Exterior Area:	39,956	SQFT
Difference:	110%	
Exterior VOC:	100	grams per liter
Adjusted Exterior VOC:*	110	grams per liter
Anticipated Interior VOC:	100	grams per liter
Default Interior VOC:	250	grams per liter
Difference:	40%	
Interior Area:	115,875	SQFT
Adjusted Interior Area:	46,350	SQFT

*Adjustment made due to modeling software limitation.

Water Mitigation

Install Low Flow Bathroom Faucet	32	% Reduction in flow
Install Low Flow Kitchen Faucet	18	% Reduction in flow
Install Low Flow Toilet	20	% Reduction in flow
Install Low Flow Shower	20	% Reduction in flow
Use Water Efficiency Irrigation System	6.1	% Reduction in flow

Energy Mitigation

2013 Building and Energy Efficiency Standards

Buildings constructed after January 1, 2014 are required to meet the 2013 Building and Energy Efficiency Standards. The 2013 Standards are 30% more energy efficient for non-residential buildings and 25% more energy efficient for residential buildings than the 2008 Building and Energy Efficiency Standards.

Exceed Title 24 30% Improvement

Sources:

¹ California Energy Commission. 2015a. 2016 Building Energy Efficiency Standards, Adoption Hearing Presentation. <http://www.energy.ca.gov/title24/2016standards/rulemaking/documents/> June 10.

Changes to CalEEMod Defaults - Fleet Mix 2017

Default	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH	
FleetMix	0.532559	0.058242	0.178229	0.125155	0.038934	0.006273	0.016761	0.032323	0.002478	0.003154	0.003685	0.000544	0.001663	100.0%
Percent	77%			13%				10%						100%
Proportion	0.689205	0.075373	0.230653	1.000000	0.381220	0.061422	0.164114	0.316489	0.024263	0.030882	0.004769	0.005327	0.016283	
Assumed Mix adjusted with	97%			2%				1%						100.0%
Assumed	0.668529	0.073112	0.223733	0.020000	0.003812	0.000614	0.001641	0.003165	0.000243	0.000309	0.004626	0.000053	0.000163	100.0%
Trips Calibrated so no motorhomes, HHD or busing.	0.668529	0.073112	0.223733	0.020000	0.003812	0.000614	0.001641	0.000000	0.000000	0.000000	0.004626	0.000000	0.000000	99.6%
Modified	0.671168	0.073401	0.224617	0.020079	0.003827	0.000617	0.001648	0.000000	0.000000	0.000000	0.004644	0.000000	0.000000	100.0%

Assumes no heavy-heavy duty trucks, motor homes, buses.

Crossroads Office Building
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	77.25	1000sqft	1.29	77,250.00	0
Other Non-Asphalt Surfaces	0.81	Acre	0.81	0.00	0
Parking Lot	2.04	Acre	2.04	88,707.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2017
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

Crossroads Office Building
Los Angeles-South Coast County, Winter

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Placeholder only.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Trips and VMT - Water truck and roofing tanker emissions accounted for in the vendor trips assigned.

Demolition -

Grading -

Architectural Coating - SCAQMD Rule 1113.

Vehicle Trips - ITE Trip Generation Manual, 9th Edition.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - SCAQMD Rule 1113

Water And Wastewater - City of Los Angeles 2006. Consistent with the Crossroads Office Building Initial Study.

Solid Waste - CalRecycle 2009. Consistent with the Crossroads Office Building Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & 1186

Energy Mitigation -

Water Mitigation -

Crossroads Office Building
Los Angeles-South Coast County, Winter

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	39,956.00	43,947.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	119,867.00	115,875.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	110
tblAreaCoating	Area_Nonresidential_Interior	119867	46350
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	110	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	18.00	129.00
tblConstructionPhase	NumDays	230.00	430.00
tblConstructionPhase	NumDays	20.00	31.00
tblConstructionPhase	NumDays	20.00	15.00
tblConstructionPhase	NumDays	8.00	15.00
tblConstructionPhase	NumDays	18.00	26.00
tblConstructionPhase	PhaseEndDate	4/26/2018	10/29/2017
tblConstructionPhase	PhaseEndDate	10/27/2017	10/29/2017
tblConstructionPhase	PhaseEndDate	2/12/2016	2/14/2016
tblConstructionPhase	PhaseEndDate	3/4/2016	2/12/2016
tblConstructionPhase	PhaseEndDate	12/4/2017	10/29/2017
tblConstructionPhase	PhaseStartDate	10/30/2017	5/2/2017
tblConstructionPhase	PhaseStartDate	2/15/2016	1/25/2016
tblConstructionPhase	PhaseStartDate	2/13/2016	2/15/2016
tblConstructionPhase	PhaseStartDate	10/30/2017	9/22/2017
tblLandUse	LandUseSquareFeet	35,283.60	0.00
tblLandUse	LandUseSquareFeet	88,862.40	88,707.00
tblLandUse	LotAcreage	1.77	1.29

Crossroads Office Building
Los Angeles-South Coast County, Winter

tblOffRoadEquipment	HorsePower	8.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	7.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017
tblSolidWaste	SolidWasteGenerationRate	71.84	84.59
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00

Crossroads Office Building
Los Angeles-South Coast County, Winter

tblTripsAndVMT	VendorTripNumber	27.00	35.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MH	1.6630e-003	0.00

Crossroads Office Building
Los Angeles-South Coast County, Winter

tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleTrips	ST_TR	2.37	2.46
tblVehicleTrips	SU_TR	0.98	1.05
tblVehicleTrips	WD_TR	11.01	11.03
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	13,729,932.03	4,652,381.00
tblWater	OutdoorWaterUseRate	8,415,119.63	4,229,438.00
tblWater	SepticTankPercent	10.33	0.00

Crossroads Office Building
Los Angeles-South Coast County, Winter

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	7.5699	91.2343	61.0635	0.0953	10.4902	4.3480	14.4812	3.8287	4.0064	7.5004	0.0000	9,574.7923	9,574.7923	2.4333	0.0000	9,625.8922
2017	14.1058	81.7904	69.3990	0.1119	1.1573	4.7872	5.9445	0.3111	4.4296	4.7407	0.0000	11,016.6015	11,016.6015	2.7787	0.0000	11,074.9551
Total	21.6756	173.0246	130.4625	0.2072	11.6475	9.1353	20.4257	4.1399	8.4360	12.2411	0.0000	20,591.3938	20,591.3938	5.2121	0.0000	20,700.8473

Crossroads Office Building
Los Angeles-South Coast County, Winter

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	7.5699	91.2343	61.0635	0.0953	4.5967	4.3480	8.5876	1.6671	4.0064	5.3388	0.0000	9,574.7923	0,574.7923	2.4333	0.0000	9,625.8922
2017	14.1058	81.7904	69.3990	0.1119	1.0695	4.7872	5.8567	0.2896	4.4296	4.7192	0.0000	11,016.6015	11,016.6015	2.7787	0.0000	11,074.9551
Total	21.6756	173.0246	130.4625	0.2072	5.6661	9.1353	14.4443	1.9567	8.4360	10.0580	0.0000	20,591.3938	20,591.3938	5.2121	0.0000	20,700.8473

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	51.35	0.00	29.28	52.73	0.00	17.83	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Energy	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053
Mobile	2.5860	2.7027	27.7060	0.0693	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,621.9707	5,621.9707	0.2770		5,627.7877
Total	6.1006	2.9296	27.9048	0.0707	5.7318	0.0645	5.7963	1.5199	0.0608	1.5807		5,894.1373	5,894.1373	0.2823	4.9900e-003	5,901.6116

Crossroads Office Building
Los Angeles-South Coast County, Winter

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Energy	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
Mobile	2.5860	2.7027	27.7060	0.0693	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,621.9707	5,621.9707	0.2770		5,627.7877
Total	6.0934	2.8640	27.8497	0.0703	5.7318	0.0595	5.7913	1.5199	0.0558	1.5757		5,815.4058	5,815.4058	0.2808	3.5500e-003	5,822.4009

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.12	2.24	0.20	0.55	0.00	7.74	0.09	0.00	8.21	0.32	0.00	1.34	1.34	0.53	28.86	1.34

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3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Asphalt Demolition	Demolition	1/1/2016	2/14/2016	5	31	
2	Asphalt Demo Debris Haul	Demolition	1/25/2016	2/12/2016	5	15	
3	Grading	Grading	2/15/2016	3/4/2016	5	15	
4	Building Construction	Building Construction	3/5/2016	10/29/2017	5	430	
5	Architectural Coating	Architectural Coating	5/2/2017	10/29/2017	5	129	
6	Landscape Installation	Paving	9/22/2017	10/29/2017	5	26	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 60

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 115,875; Non-Residential Outdoor: 43,947 (Architectural Coating –

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OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Asphalt Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demolition	Excavators	0	8.00	162	0.38
Asphalt Demolition	Rubber Tired Dozers	1	8.00	255	0.40
Asphalt Demolition	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Asphalt Demo Debris Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demo Debris Haul	Excavators	0	8.00	162	0.38
Asphalt Demo Debris Haul	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Excavators	0	8.00	162	0.38
Grading	Graders	0	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	4	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Aerial Lifts	17	8.00	62	0.31
Building Construction	Cranes	2	8.00	226	0.29
Building Construction	Forklifts	7	8.00	89	0.20
Building Construction	Generator Sets	0	8.00	84	0.74
Building Construction	Plate Compactors	8	8.00	8	0.43
Building Construction	Surfacing Equipment	1	8.00	253	0.30
Building Construction	Tractors/Loaders/Backhoes	6	8.00	97	0.37
Building Construction	Welders	0	8.00	46	0.45
Architectural Coating	Air Compressors	1	8.00	78	0.48
Landscape Installation	Cement and Mortar Mixers	0	6.00	9	0.56
Landscape Installation	Pavers	0	8.00	125	0.42
Landscape Installation	Paving Equipment	0	6.00	130	0.36
Landscape Installation	Plate Compactors	1	8.00	6	0.43

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Landscape Installation	Rollers	0	6.00	80	0.38
Landscape Installation	Tractors/Loaders/Backhoes	3	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Asphalt Demolition	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Asphalt Demo Debris Haul	0	0.00	0.00	356.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	7	18.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	41	62.00	35.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	12.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Landscape Installation	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

Crossroads Office Building
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3.2 Asphalt Demolition - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243		1,247.1093	1,247.1093	0.3762		1,255.0089
Total	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243		1,247.1093	1,247.1093	0.3762		1,255.0089

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0250	5.5300e-003	0.0305	7.1000e-003	5.0900e-003	0.0122		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0232	0.0311	0.3257	6.9000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		58.0016	58.0016	3.3500e-003		58.0718
Total	0.0604	0.3899	0.8208	1.5600e-003	0.0808	6.0600e-003	0.0869	0.0219	5.5800e-003	0.0275		145.3584	145.3584	4.0200e-003		145.4426

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243	0.0000	1,247.1093	1,247.1093	0.3762		1,255.0089
Total	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243	0.0000	1,247.1093	1,247.1093	0.3762		1,255.0089

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0233	5.5300e-003	0.0288	6.6900e-003	5.0900e-003	0.0118		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0232	0.0311	0.3257	6.9000e-004	0.0515	5.3000e-004	0.0520	0.0138	4.9000e-004	0.0142		58.0016	58.0016	3.3500e-003		58.0718
Total	0.0604	0.3899	0.8208	1.5600e-003	0.0748	6.0600e-003	0.0809	0.0204	5.5800e-003	0.0260		145.3584	145.3584	4.0200e-003		145.4426

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3.3 Asphalt Demo Debris Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.1358	0.0000	5.1358	0.7776	0.0000	0.7776			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	5.1358	0.0000	5.1358	0.7776	0.0000	0.7776		0.0000	0.0000	0.0000		0.0000

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.4427	6.8869	5.4722	0.0177	0.4133	0.0988	0.5120	0.1132	0.0908	0.2040		1,782.1773	1,782.1773	0.0134		1,782.4582
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.4427	6.8869	5.4722	0.0177	0.4133	0.0988	0.5120	0.1132	0.0908	0.2040		1,782.1773	1,782.1773	0.0134		1,782.4582

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.1955	0.0000	2.1955	0.3324	0.0000	0.3324			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	2.1955	0.0000	2.1955	0.3324	0.0000	0.3324	0.0000	0.0000	0.0000	0.0000		0.0000

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.4427	6.8869	5.4722	0.0177	0.3851	0.0988	0.4838	0.1062	0.0908	0.1971		1,782.1773	1,782.1773	0.0134		1,782.4582
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.4427	6.8869	5.4722	0.0177	0.3851	0.0988	0.4838	0.1062	0.0908	0.1971		1,782.1773	1,782.1773	0.0134		1,782.4582

Crossroads Office Building
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3.4 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					10.2641	0.0000	10.2641	3.7683	0.0000	3.7683			0.0000			0.0000
Off-Road	7.4493	90.7636	59.3959	0.0747		3.9835	3.9835		3.6648	3.6648		7,760.6886	7,760.6886	2.3409		7,809.8475
Total	7.4493	90.7636	59.3959	0.0747	10.2641	3.9835	14.2476	3.7683	3.6648	7.4331		7,760.6886	7,760.6886	2.3409		7,809.8475

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0250	5.5300e-003	0.0305	7.1000e-003	5.0900e-003	0.0122		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0834	0.1119	1.1725	2.4700e-003	0.2012	1.9000e-003	0.2031	0.0534	1.7500e-003	0.0551		208.8056	208.8056	0.0120		209.0585
Total	0.1206	0.4707	1.6676	3.3400e-003	0.2262	7.4300e-003	0.2336	0.0605	6.8400e-003	0.0673		296.1624	296.1624	0.0127		296.4293

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.3879	0.0000	4.3879	1.6109	0.0000	1.6109			0.0000			0.0000
Off-Road	7.4493	90.7636	59.3959	0.0747		3.9835	3.9835		3.6648	3.6648	0.0000	7,760.6886	7,760.6886	2.3409		7,809.8475
Total	7.4493	90.7636	59.3959	0.0747	4.3879	3.9835	8.3714	1.6109	3.6648	5.2758	0.0000	7,760.6886	7,760.6886	2.3409		7,809.8475

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	0.3588	0.4951	8.7000e-004	0.0233	5.5300e-003	0.0288	6.6900e-003	5.0900e-003	0.0118		87.3568	87.3568	6.7000e-004		87.3708
Worker	0.0834	0.1119	1.1725	2.4700e-003	0.1855	1.9000e-003	0.1874	0.0495	1.7500e-003	0.0512		208.8056	208.8056	0.0120		209.0585
Total	0.1206	0.4707	1.6676	3.3400e-003	0.2088	7.4300e-003	0.2162	0.0562	6.8400e-003	0.0630		296.1624	296.1624	0.0127		296.4293

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3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559		8,091.2006	8,091.2006	2.3860		8,141.3072
Total	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559		8,091.2006	8,091.2006	2.3860		8,141.3072

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3253	3.1397	4.3324	7.6400e-003	0.2183	0.0484	0.2667	0.0621	0.0445	0.1066		764.3724	764.3724	5.8200e-003		764.4946
Worker	0.2873	0.3854	4.0385	8.5000e-003	0.6930	6.5500e-003	0.6996	0.1838	6.0200e-003	0.1898		719.2193	719.2193	0.0415		720.0904
Total	0.6126	3.5251	8.3709	0.0161	0.9113	0.0549	0.9662	0.2459	0.0505	0.2964		1,483.5917	1,483.5917	0.0473		1,484.5850

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559	0.0000	8,091.2006	8,091.2006	2.3860		8,141.3072
Total	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559	0.0000	8,091.2006	8,091.2006	2.3860		8,141.3072

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3253	3.1397	4.3324	7.6400e-003	0.2039	0.0484	0.2523	0.0586	0.0445	0.1031		764.3724	764.3724	5.8200e-003		764.4946
Worker	0.2873	0.3854	4.0385	8.5000e-003	0.6388	6.5500e-003	0.6453	0.1705	6.0200e-003	0.1765		719.2193	719.2193	0.0415		720.0904
Total	0.6126	3.5251	8.3709	0.0161	0.8427	0.0549	0.8976	0.2291	0.0505	0.2796		1,483.5917	1,483.5917	0.0473		1,484.5850

Crossroads Office Building
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3.5 Building Construction - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119		7,970.6411	7,970.6411	2.3863		8,020.7536
Total	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119		7,970.6411	7,970.6411	2.3863		8,020.7536

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2962	2.8607	4.1093	7.6300e-003	0.2184	0.0431	0.2615	0.0621	0.0396	0.1018		752.1522	752.1522	5.6400e-003		752.2707
Worker	0.2576	0.3486	3.6442	8.5000e-003	0.6930	6.2800e-003	0.6993	0.1838	5.7900e-003	0.1896		692.2520	692.2520	0.0383		693.0570
Total	0.5538	3.2093	7.7534	0.0161	0.9114	0.0494	0.9607	0.2459	0.0454	0.2914		1,444.4042	1,444.4042	0.0440		1,445.3277

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119	0.0000	7,970.6411	7,970.6411	2.3863		8,020.7536
Total	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119	0.0000	7,970.6411	7,970.6411	2.3863		8,020.7536

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2962	2.8607	4.1093	7.6300e-003	0.2040	0.0431	0.2471	0.0586	0.0396	0.0982		752.1522	752.1522	5.6400e-003		752.2707
Worker	0.2576	0.3486	3.6442	8.5000e-003	0.6388	6.2800e-003	0.6451	0.1705	5.7900e-003	0.1763		692.2520	692.2520	0.0383		693.0570
Total	0.5538	3.2093	7.7534	0.0161	0.8428	0.0494	0.8922	0.2291	0.0454	0.2745		1,444.4042	1,444.4042	0.0440		1,445.3277

Crossroads Office Building
Los Angeles-South Coast County, Winter

3.6 Architectural Coating - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.7424					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.4431	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311		375.2641	375.2641	0.0396		376.0961
Total	6.1855	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311		375.2641	375.2641	0.0396		376.0961

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0499	0.0675	0.7053	1.6500e-003	0.1341	1.2200e-003	0.1354	0.0356	1.1200e-003	0.0367		133.9843	133.9843	7.4200e-003		134.1401
Total	0.0499	0.0675	0.7053	1.6500e-003	0.1341	1.2200e-003	0.1354	0.0356	1.1200e-003	0.0367		133.9843	133.9843	7.4200e-003		134.1401

Crossroads Office Building
Los Angeles-South Coast County, Winter

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.7424					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.4431	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311	0.0000	375.2641	375.2641	0.0396		376.0961
Total	6.1855	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311	0.0000	375.2641	375.2641	0.0396		376.0961

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0499	0.0675	0.7053	1.6500e-003	0.1236	1.2200e-003	0.1249	0.0330	1.1200e-003	0.0341		133.9843	133.9843	7.4200e-003		134.1401
Total	0.0499	0.0675	0.7053	1.6500e-003	0.1236	1.2200e-003	0.1249	0.0330	1.1200e-003	0.0341		133.9843	133.9843	7.4200e-003		134.1401

Crossroads Office Building
Los Angeles-South Coast County, Winter

3.7 Landscape Installation - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9805	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391		980.6544	980.6544	0.2952		986.8542
Paving	0.2056					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.1860	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391		980.6544	980.6544	0.2952		986.8542

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0416	0.0562	0.5878	1.3700e-003	0.1118	1.0100e-003	0.1128	0.0296	9.3000e-004	0.0306		111.6535	111.6535	6.1800e-003		111.7834
Total	0.0416	0.0562	0.5878	1.3700e-003	0.1118	1.0100e-003	0.1128	0.0296	9.3000e-004	0.0306		111.6535	111.6535	6.1800e-003		111.7834

Crossroads Office Building
Los Angeles-South Coast County, Winter

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9805	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391	0.0000	980.6544	980.6544	0.2952		986.8542
Paving	0.2056					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.1860	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391	0.0000	980.6544	980.6544	0.2952		986.8542

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0416	0.0562	0.5878	1.3700e-003	0.1030	1.0100e-003	0.1040	0.0275	9.3000e-004	0.0284		111.6535	111.6535	6.1800e-003		111.7834
Total	0.0416	0.0562	0.5878	1.3700e-003	0.1030	1.0100e-003	0.1040	0.0275	9.3000e-004	0.0284		111.6535	111.6535	6.1800e-003		111.7834

Crossroads Office Building
Los Angeles-South Coast County, Winter

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.5860	2.7027	27.7060	0.0693	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,621.9707	5,621.9707	0.2770		5,627.7877
Unmitigated	2.5860	2.7027	27.7060	0.0693	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,621.9707	5,621.9707	0.2770		5,627.7877

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	852.07	190.04	81.11	2,085,429	2,085,429
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	852.07	190.04	81.11	2,085,429	2,085,429

Crossroads Office Building
Los Angeles-South Coast County, Winter

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.671168	0.073401	0.224617	0.020079	0.003827	0.000617	0.001648	0.000000	0.000000	0.000000	0.004644	0.000000	0.000000

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
NaturalGas Mitigated	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
NaturalGas Unmitigated	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053

Crossroads Office Building
Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - Natural Gas

Unmitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	2313.27	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	1.64405	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947

Crossroads Office Building
Los Angeles-South Coast County, Winter

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Unmitigated	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2030					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.2860					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-004	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Total	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

Crossroads Office Building
Los Angeles-South Coast County, Winter

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2030					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.2860					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-004	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Total	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

Crossroads Office Building
Los Angeles-South Coast County, Winter

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Crossroads Office Building
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	77.25	1000sqft	1.29	77,250.00	0
Other Non-Asphalt Surfaces	0.81	Acre	0.81	0.00	0
Parking Lot	2.04	Acre	2.04	88,707.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2017
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

Crossroads Office Building
Los Angeles-South Coast County, Summer

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Placeholder only.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Trips and VMT - Water truck and roofing tanker emissions accounted for in the vendor trips assigned.

Demolition -

Grading -

Architectural Coating - SCAQMD Rule 1113.

Vehicle Trips - ITE Trip Generation Manual, 9th Edition.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - SCAQMD Rule 1113

Water And Wastewater - City of Los Angeles 2006. Consistent with the Crossroads Office Building Initial Study.

Solid Waste - CalRecycle 2009. Consistent with the Crossroads Office Building Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & 1186

Energy Mitigation -

Water Mitigation -

Crossroads Office Building
Los Angeles-South Coast County, Summer

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	39,956.00	43,947.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	119,867.00	115,875.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	110
tblAreaCoating	Area_Nonresidential_Interior	119867	46350
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	110	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	18.00	129.00
tblConstructionPhase	NumDays	230.00	430.00
tblConstructionPhase	NumDays	20.00	31.00
tblConstructionPhase	NumDays	20.00	15.00
tblConstructionPhase	NumDays	8.00	15.00
tblConstructionPhase	NumDays	18.00	26.00
tblConstructionPhase	PhaseEndDate	4/26/2018	10/29/2017
tblConstructionPhase	PhaseEndDate	10/27/2017	10/29/2017
tblConstructionPhase	PhaseEndDate	2/12/2016	2/14/2016
tblConstructionPhase	PhaseEndDate	3/4/2016	2/12/2016
tblConstructionPhase	PhaseEndDate	12/4/2017	10/29/2017
tblConstructionPhase	PhaseStartDate	10/30/2017	5/2/2017
tblConstructionPhase	PhaseStartDate	2/15/2016	1/25/2016
tblConstructionPhase	PhaseStartDate	2/13/2016	2/15/2016
tblConstructionPhase	PhaseStartDate	10/30/2017	9/22/2017
tblLandUse	LandUseSquareFeet	35,283.60	0.00
tblLandUse	LandUseSquareFeet	88,862.40	88,707.00
tblLandUse	LotAcreage	1.77	1.29

Crossroads Office Building
Los Angeles-South Coast County, Summer

tblOffRoadEquipment	HorsePower	8.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	7.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017
tblSolidWaste	SolidWasteGenerationRate	71.84	84.59
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00

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tblTripsAndVMT	VendorTripNumber	27.00	35.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MH	1.6630e-003	0.00

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tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleTrips	ST_TR	2.37	2.46
tblVehicleTrips	SU_TR	0.98	1.05
tblVehicleTrips	WD_TR	11.01	11.03
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	13,729,932.03	4,652,381.00
tblWater	OutdoorWaterUseRate	8,415,119.63	4,229,438.00
tblWater	SepticTankPercent	10.33	0.00

Crossroads Office Building
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2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	7.5632	91.2145	61.0513	0.0958	10.4902	4.3475	14.4811	3.8287	4.0059	7.5003	0.0000	9,623.9660	9,623.9660	2.4332	0.0000	9,675.0625
2017	14.0664	81.6754	68.9729	0.1127	1.1573	4.7868	5.9441	0.3111	4.4292	4.7403	0.0000	11,078.7664	11,078.7664	2.7786	0.0000	11,137.1165
Total	21.6296	172.8899	130.0242	0.2085	11.6475	9.1343	20.4252	4.1399	8.4351	12.2407	0.0000	20,702.7323	20,702.7323	5.2118	0.0000	20,812.1790

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Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	7.5632	91.2145	61.0513	0.0958	4.5967	4.3475	8.5876	1.6671	4.0059	5.3387	0.0000	9,623.9660	9,623.9660	2.4332	0.0000	9,675.0625
2017	14.0664	81.6754	68.9729	0.1127	1.0695	4.7868	5.8563	0.2896	4.4292	4.7188	0.0000	11,078.7664	11,078.7664	2.7786	0.0000	11,137.1165
Total	21.6296	172.8899	130.0242	0.2085	5.6661	9.1343	14.4438	1.9567	8.4351	10.0575	0.0000	20,702.7323	20,702.7323	5.2118	0.0000	20,812.1790

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	51.35	0.00	29.28	52.73	0.00	17.84	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Energy	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053
Mobile	2.4832	2.4554	28.8708	0.0734	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,953.7250	5,953.7250	0.2770		5,959.5419
Total	5.9978	2.6823	29.0697	0.0748	5.7318	0.0645	5.7963	1.5199	0.0607	1.5806		6,225.8916	6,225.8916	0.2823	4.9900e-003	6,233.3658

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Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Energy	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
Mobile	2.4832	2.4554	28.8708	0.0734	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,953.7250	5,953.7250	0.2770		5,959.5419
Total	5.9906	2.6167	29.0145	0.0744	5.7318	0.0595	5.7913	1.5199	0.0558	1.5756		6,147.1601	6,147.1601	0.2808	3.5500e-003	6,154.1552

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.12	2.45	0.19	0.52	0.00	7.74	0.09	0.00	8.22	0.32	0.00	1.26	1.26	0.53	28.86	1.27

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3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Asphalt Demolition	Demolition	1/1/2016	2/14/2016	5	31	
2	Asphalt Demo Debris Haul	Demolition	1/25/2016	2/12/2016	5	15	
3	Grading	Grading	2/15/2016	3/4/2016	5	15	
4	Building Construction	Building Construction	3/5/2016	10/29/2017	5	430	
5	Architectural Coating	Architectural Coating	5/2/2017	10/29/2017	5	129	
6	Landscape Installation	Paving	9/22/2017	10/29/2017	5	26	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 60

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 115,875; Non-Residential Outdoor: 43,947 (Architectural Coating –

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OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Asphalt Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demolition	Excavators	0	8.00	162	0.38
Asphalt Demolition	Rubber Tired Dozers	1	8.00	255	0.40
Asphalt Demolition	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Asphalt Demo Debris Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demo Debris Haul	Excavators	0	8.00	162	0.38
Asphalt Demo Debris Haul	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Excavators	0	8.00	162	0.38
Grading	Graders	0	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	4	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Aerial Lifts	17	8.00	62	0.31
Building Construction	Cranes	2	8.00	226	0.29
Building Construction	Forklifts	7	8.00	89	0.20
Building Construction	Generator Sets	0	8.00	84	0.74
Building Construction	Plate Compactors	8	8.00	8	0.43
Building Construction	Surfacing Equipment	1	8.00	253	0.30
Building Construction	Tractors/Loaders/Backhoes	6	8.00	97	0.37
Building Construction	Welders	0	8.00	46	0.45
Architectural Coating	Air Compressors	1	8.00	78	0.48
Landscape Installation	Cement and Mortar Mixers	0	6.00	9	0.56
Landscape Installation	Pavers	0	8.00	125	0.42
Landscape Installation	Paving Equipment	0	6.00	130	0.36
Landscape Installation	Plate Compactors	1	8.00	6	0.43

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Landscape Installation	Rollers	0	6.00	80	0.38
Landscape Installation	Tractors/Loaders/Backhoes	3	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Asphalt Demolition	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Asphalt Demo Debris Haul	0	0.00	0.00	356.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	7	18.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	41	62.00	35.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	12.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Landscape Installation	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

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3.2 Asphalt Demolition - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243		1,247.1093	1,247.1093	0.3762		1,255.0089
Total	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243		1,247.1093	1,247.1093	0.3762		1,255.0089

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0250	5.4700e-003	0.0304	7.1000e-003	5.0300e-003	0.0121		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0223	0.0280	0.3469	7.3000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		61.4511	61.4511	3.3500e-003		61.5213
Total	0.0560	0.3781	0.7535	1.6100e-003	0.0808	6.0000e-003	0.0868	0.0219	5.5200e-003	0.0274		149.5393	149.5393	4.0000e-003		149.6231

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243	0.0000	1,247.1093	1,247.1093	0.3762		1,255.0089
Total	1.5788	17.1258	12.8976	0.0120		0.8960	0.8960		0.8243	0.8243	0.0000	1,247.1093	1,247.1093	0.3762		1,255.0089

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0233	5.4700e-003	0.0288	6.6900e-003	5.0300e-003	0.0117		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0223	0.0280	0.3469	7.3000e-004	0.0515	5.3000e-004	0.0520	0.0138	4.9000e-004	0.0142		61.4511	61.4511	3.3500e-003		61.5213
Total	0.0560	0.3781	0.7535	1.6100e-003	0.0748	6.0000e-003	0.0808	0.0204	5.5200e-003	0.0260		149.5393	149.5393	4.0000e-003		149.6231

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3.3 Asphalt Demo Debris Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.1358	0.0000	5.1358	0.7776	0.0000	0.7776			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	5.1358	0.0000	5.1358	0.7776	0.0000	0.7776		0.0000	0.0000	0.0000		0.0000

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.4180	6.6529	4.7212	0.0177	0.4133	0.0985	0.5118	0.1132	0.0906	0.2038		1,786.3710	1,786.3710	0.0132		1,786.6484
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.4180	6.6529	4.7212	0.0177	0.4133	0.0985	0.5118	0.1132	0.0906	0.2038		1,786.3710	1,786.3710	0.0132		1,786.6484

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.1955	0.0000	2.1955	0.3324	0.0000	0.3324			0.0000			0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	2.1955	0.0000	2.1955	0.3324	0.0000	0.3324	0.0000	0.0000	0.0000	0.0000		0.0000

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.4180	6.6529	4.7212	0.0177	0.3851	0.0985	0.4836	0.1062	0.0906	0.1968		1,786.3710	1,786.3710	0.0132		1,786.6484
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.4180	6.6529	4.7212	0.0177	0.3851	0.0985	0.4836	0.1062	0.0906	0.1968		1,786.3710	1,786.3710	0.0132		1,786.6484

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3.4 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					10.2641	0.0000	10.2641	3.7683	0.0000	3.7683			0.0000			0.0000
Off-Road	7.4493	90.7636	59.3959	0.0747		3.9835	3.9835		3.6648	3.6648		7,760.6886	7,760.6886	2.3409		7,809.8475
Total	7.4493	90.7636	59.3959	0.0747	10.2641	3.9835	14.2476	3.7683	3.6648	7.4331		7,760.6886	7,760.6886	2.3409		7,809.8475

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0250	5.4700e-003	0.0304	7.1000e-003	5.0300e-003	0.0121		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0802	0.1009	1.2487	2.6200e-003	0.2012	1.9000e-003	0.2031	0.0534	1.7500e-003	0.0551		221.2238	221.2238	0.0120		221.4767
Total	0.1139	0.4509	1.6553	3.5000e-003	0.2262	7.3700e-003	0.2335	0.0605	6.7800e-003	0.0672		309.3121	309.3121	0.0127		309.5786

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.3879	0.0000	4.3879	1.6109	0.0000	1.6109			0.0000			0.0000
Off-Road	7.4493	90.7636	59.3959	0.0747		3.9835	3.9835		3.6648	3.6648	0.0000	7,760.6886	7,760.6886	2.3409		7,809.8475
Total	7.4493	90.7636	59.3959	0.0747	4.3879	3.9835	8.3714	1.6109	3.6648	5.2758	0.0000	7,760.6886	7,760.6886	2.3409		7,809.8475

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0337	0.3500	0.4067	8.8000e-004	0.0233	5.4700e-003	0.0288	6.6900e-003	5.0300e-003	0.0117		88.0883	88.0883	6.5000e-004		88.1018
Worker	0.0802	0.1009	1.2487	2.6200e-003	0.1855	1.9000e-003	0.1874	0.0495	1.7500e-003	0.0512		221.2238	221.2238	0.0120		221.4767
Total	0.1139	0.4509	1.6553	3.5000e-003	0.2088	7.3700e-003	0.2161	0.0562	6.7800e-003	0.0630		309.3121	309.3121	0.0127		309.5786

Crossroads Office Building
Los Angeles-South Coast County, Summer

3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559		8,091.2006	8,091.2006	2.3860		8,141.3072
Total	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559		8,091.2006	8,091.2006	2.3860		8,141.3072

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2949	3.0628	3.5584	7.6900e-003	0.2183	0.0479	0.2662	0.0621	0.0440	0.1061		770.7722	770.7722	5.6600e-003		770.8910
Worker	0.2761	0.3475	4.3009	9.0100e-003	0.6930	6.5500e-003	0.6996	0.1838	6.0200e-003	0.1898		761.9932	761.9932	0.0415		762.8643
Total	0.5710	3.4104	7.8593	0.0167	0.9113	0.0544	0.9657	0.2459	0.0501	0.2959		1,532.7653	1,532.7653	0.0471		1,533.7553

Crossroads Office Building
Los Angeles-South Coast County, Summer

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559	0.0000	8,091.2006	8,091.2006	2.3860		8,141.3072
Total	6.6374	72.6067	51.3242	0.0791		4.2931	4.2931		3.9559	3.9559	0.0000	8,091.2006	8,091.2006	2.3860		8,141.3072

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2949	3.0628	3.5584	7.6900e-003	0.2039	0.0479	0.2518	0.0586	0.0440	0.1026		770.7722	770.7722	5.6600e-003		770.8910
Worker	0.2761	0.3475	4.3009	9.0100e-003	0.6388	6.5500e-003	0.6453	0.1705	6.0200e-003	0.1765		761.9932	761.9932	0.0415		762.8643
Total	0.5710	3.4104	7.8593	0.0167	0.8427	0.0544	0.8971	0.2291	0.0501	0.2791		1,532.7653	1,532.7653	0.0471		1,533.7553

Crossroads Office Building
Los Angeles-South Coast County, Summer

3.5 Building Construction - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119		7,970.6411	7,970.6411	2.3863		8,020.7536
Total	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119		7,970.6411	7,970.6411	2.3863		8,020.7536

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2697	2.7921	3.3409	7.6800e-003	0.2184	0.0427	0.2610	0.0621	0.0392	0.1014		758.4638	758.4638	5.4800e-003		758.5787
Worker	0.2482	0.3143	3.8968	9.0100e-003	0.6930	6.2800e-003	0.6993	0.1838	5.7900e-003	0.1896		733.4771	733.4771	0.0383		734.2822
Total	0.5178	3.1065	7.2377	0.0167	0.9114	0.0489	0.9603	0.2459	0.0450	0.2910		1,491.9408	1,491.9408	0.0438		1,492.8609

Crossroads Office Building
Los Angeles-South Coast County, Summer

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119	0.0000	7,970.641 1	7,970.6411	2.3863		8,020.7536
Total	6.0890	66.2240	50.5224	0.0791		3.8104	3.8104		3.5119	3.5119	0.0000	7,970.641 1	7,970.6411	2.3863		8,020.7536

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.2697	2.7921	3.3409	7.6800e-003	0.2040	0.0427	0.2467	0.0586	0.0392	0.0978		758.4638	758.4638	5.4800e-003		758.5787
Worker	0.2482	0.3143	3.8968	9.0100e-003	0.6388	6.2800e-003	0.6451	0.1705	5.7900e-003	0.1763		733.4771	733.4771	0.0383		734.2822
Total	0.5178	3.1065	7.2377	0.0167	0.8428	0.0489	0.8917	0.2291	0.0450	0.2741		1,491.940 8	1,491.9408	0.0438		1,492.8609

Crossroads Office Building
Los Angeles-South Coast County, Summer

3.6 Architectural Coating - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.7424					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.4431	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311		375.2641	375.2641	0.0396		376.0961
Total	6.1855	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311		375.2641	375.2641	0.0396		376.0961

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0480	0.0608	0.7542	1.7400e-003	0.1341	1.2200e-003	0.1354	0.0356	1.1200e-003	0.0367		141.9633	141.9633	7.4200e-003		142.1191
Total	0.0480	0.0608	0.7542	1.7400e-003	0.1341	1.2200e-003	0.1354	0.0356	1.1200e-003	0.0367		141.9633	141.9633	7.4200e-003		142.1191

Crossroads Office Building
Los Angeles-South Coast County, Summer

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.7424					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.4431	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311	0.0000	375.2641	375.2641	0.0396		376.0961
Total	6.1855	2.9134	2.4908	3.9600e-003		0.2311	0.2311		0.2311	0.2311	0.0000	375.2641	375.2641	0.0396		376.0961

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0480	0.0608	0.7542	1.7400e-003	0.1236	1.2200e-003	0.1249	0.0330	1.1200e-003	0.0341		141.9633	141.9633	7.4200e-003		142.1191
Total	0.0480	0.0608	0.7542	1.7400e-003	0.1236	1.2200e-003	0.1249	0.0330	1.1200e-003	0.0341		141.9633	141.9633	7.4200e-003		142.1191

Crossroads Office Building
Los Angeles-South Coast County, Summer

3.7 Landscape Installation - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9805	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391		980.6544	980.6544	0.2952		986.8542
Paving	0.2056					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.1860	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391		980.6544	980.6544	0.2952		986.8542

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0400	0.0507	0.6285	1.4500e-003	0.1118	1.0100e-003	0.1128	0.0296	9.3000e-004	0.0306		118.3028	118.3028	6.1800e-003		118.4326
Total	0.0400	0.0507	0.6285	1.4500e-003	0.1118	1.0100e-003	0.1128	0.0296	9.3000e-004	0.0306		118.3028	118.3028	6.1800e-003		118.4326

Crossroads Office Building
Los Angeles-South Coast County, Summer

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9805	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391	0.0000	980.6544	980.6544	0.2952		986.8542
Paving	0.2056					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.1860	9.3201	7.3394	9.6900e-003		0.6941	0.6941		0.6391	0.6391	0.0000	980.6544	980.6544	0.2952		986.8542

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0400	0.0507	0.6285	1.4500e-003	0.1030	1.0100e-003	0.1040	0.0275	9.3000e-004	0.0284		118.3028	118.3028	6.1800e-003		118.4326
Total	0.0400	0.0507	0.6285	1.4500e-003	0.1030	1.0100e-003	0.1040	0.0275	9.3000e-004	0.0284		118.3028	118.3028	6.1800e-003		118.4326

Crossroads Office Building
Los Angeles-South Coast County, Summer

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.4832	2.4554	28.8708	0.0734	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,953.7250	5,953.7250	0.2770		5,959.5419
Unmitigated	2.4832	2.4554	28.8708	0.0734	5.7318	0.0472	5.7790	1.5199	0.0435	1.5634		5,953.7250	5,953.7250	0.2770		5,959.5419

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	852.07	190.04	81.11	2,085,429	2,085,429
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	852.07	190.04	81.11	2,085,429	2,085,429

Crossroads Office Building
Los Angeles-South Coast County, Summer

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.671168	0.073401	0.224617	0.020079	0.003827	0.000617	0.001648	0.000000	0.000000	0.000000	0.004644	0.000000	0.000000

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day										lb/day					
NaturalGas Mitigated	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
NaturalGas Unmitigated	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053

Crossroads Office Building
Los Angeles-South Coast County, Summer

5.2 Energy by Land Use - Natural Gas

Unmitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Land Use	kBTU/yr	lb/day										lb/day						
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	2313.27	0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053	
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0250	0.2268	0.1905	1.3600e-003		0.0172	0.0172		0.0172	0.0172		272.1491	272.1491	5.2200e-003	4.9900e-003	273.8053	

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	1.64405	0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0177	0.1612	0.1354	9.7000e-004		0.0123	0.0123		0.0123	0.0123		193.4176	193.4176	3.7100e-003	3.5500e-003	194.5947

Crossroads Office Building
Los Angeles-South Coast County, Summer

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Unmitigated	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2030					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.2860					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-004	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Total	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

Crossroads Office Building
Los Angeles-South Coast County, Summer

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2030					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.2860					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-004	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186
Total	3.4897	8.0000e-005	8.3300e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0175	0.0175	5.0000e-005		0.0186

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

Crossroads Office Building
Los Angeles-South Coast County, Summer

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Crossroads Office Building
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1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	77.25	1000sqft	1.29	77,250.00	0
Other Non-Asphalt Surfaces	0.81	Acre	0.81	0.00	0
Parking Lot	2.04	Acre	2.04	88,707.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2017
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - 0 Land Use Square Feet to exclude striping

Construction Phase - Schedule based on the CalEEMod default schedule and normalized to the duration anticipated for this project.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Placeholder only.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Off-road Equipment - Equipment mix provided by the Applicant.

Trips and VMT - Water truck and roofing tanker emissions accounted for in the vendor trips assigned.

Demolition -

Grading -

Architectural Coating - SCAQMD Rule 1113.

Vehicle Trips - ITE Trip Generation Manual, 9th Edition.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Vehicle Emission Factors - Assumes no heavy-heavy duty trucks, motor homes, buses.

Area Coating - SCAQMD Rule 1113

Water And Wastewater - City of Los Angeles 2006. Consistent with the Crossroads Office Building Initial Study.

Solid Waste - CalRecycle 2009. Consistent with the Crossroads Office Building Initial Study.

Construction Off-road Equipment Mitigation - SCAQMD Rule 403 & 1186

Energy Mitigation -

Water Mitigation -

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Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Exterior	39,956.00	43,947.00
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	119,867.00	115,875.00
tblArchitecturalCoating	EF_Nonresidential_Exterior	250.00	100.00
tblArchitecturalCoating	EF_Nonresidential_Interior	250.00	100.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	250	110
tblAreaCoating	Area_Nonresidential_Interior	119867	46350
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	110	250
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	9
tblConstructionPhase	NumDays	18.00	129.00
tblConstructionPhase	NumDays	230.00	430.00
tblConstructionPhase	NumDays	20.00	31.00
tblConstructionPhase	NumDays	20.00	15.00
tblConstructionPhase	NumDays	8.00	15.00
tblConstructionPhase	NumDays	18.00	26.00
tblConstructionPhase	PhaseEndDate	4/26/2018	10/29/2017
tblConstructionPhase	PhaseEndDate	10/27/2017	10/29/2017
tblConstructionPhase	PhaseEndDate	2/12/2016	2/14/2016
tblConstructionPhase	PhaseEndDate	3/4/2016	2/12/2016
tblConstructionPhase	PhaseEndDate	12/4/2017	10/29/2017
tblConstructionPhase	PhaseStartDate	10/30/2017	5/2/2017
tblConstructionPhase	PhaseStartDate	2/15/2016	1/25/2016
tblConstructionPhase	PhaseStartDate	2/13/2016	2/15/2016
tblConstructionPhase	PhaseStartDate	10/30/2017	9/22/2017
tblLandUse	LandUseSquareFeet	35,283.60	0.00
tblLandUse	LandUseSquareFeet	88,862.40	88,707.00
tblLandUse	LotAcreage	1.77	1.29

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tblOffRoadEquipment	HorsePower	8.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	7.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	6.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	3.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	6.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblOffRoadEquipment	UsageHours	7.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017
tblSolidWaste	SolidWasteGenerationRate	71.84	84.59
tblTripsAndVMT	VendorTripNumber	0.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	4.00

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tblTripsAndVMT	VendorTripNumber	27.00	35.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	HHD	0.03	0.00
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDA	0.53	0.67
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT1	0.06	0.07
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LDT2	0.18	0.22
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD1	0.04	3.8270e-003
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	LHD2	6.2730e-003	6.1700e-004
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MCY	3.6850e-003	4.6440e-003
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MDV	0.13	0.02
tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MH	1.6630e-003	0.00

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tblVehicleEF	MH	1.6630e-003	0.00
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	MHD	0.02	1.6480e-003
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	OBUS	2.4780e-003	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	SBUS	5.4400e-004	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleEF	UBUS	3.1540e-003	0.00
tblVehicleTrips	ST_TR	2.37	2.46
tblVehicleTrips	SU_TR	0.98	1.05
tblVehicleTrips	WD_TR	11.01	11.03
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tblWater	IndoorWaterUseRate	13,729,932.03	4,652,381.00
tblWater	OutdoorWaterUseRate	8,415,119.63	4,229,438.00
tblWater	SepticTankPercent	10.33	0.00

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2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.8618	9.2005	7.1181	0.0112	0.2176	0.5120	0.7296	0.0617	0.4717	0.5334	0.0000	1,021.8308	1,021.8308	0.2587	0.0000	1,027.2644
2017	1.1294	7.7855	6.5651	0.0108	0.1060	0.4389	0.5450	0.0286	0.4057	0.4343	0.0000	962.4484	962.4484	0.2433	0.0000	967.5578
Total	1.9912	16.9860	13.6831	0.0220	0.3236	0.9510	1.2745	0.0903	0.8774	0.9677	0.0000	1,984.2792	1,984.2792	0.5021	0.0000	1,994.8222

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2.2 Overall Operational
Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003
Energy	4.5500e-003	0.0414	0.0348	2.5000e-004		3.1500e-003	3.1500e-003		3.1500e-003	3.1500e-003	0.0000	388.6020	388.6020	0.0167	4.0900e-003	390.2207
Mobile	0.3372	0.3823	3.8887	9.7300e-003	0.7770	6.5200e-003	0.7835	0.2063	6.0100e-003	0.2123	0.0000	715.6255	715.6255	0.0347	0.0000	716.3544
Waste						0.0000	0.0000		0.0000	0.0000	17.1710	0.0000	17.1710	1.0148	0.0000	38.4813
Water						0.0000	0.0000		0.0000	0.0000	1.6460	30.7823	32.4283	7.0800e-003	3.8700e-003	33.7774
Total	0.9786	0.4237	3.9245	9.9800e-003	0.7770	9.6700e-003	0.7867	0.2063	9.1600e-003	0.2155	18.8170	1,135.0119	1,153.8289	1.0732	7.9600e-003	1,178.8359

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Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003
Energy	3.2400e-003	0.0294	0.0247	1.8000e-004		2.2400e-003	2.2400e-003		2.2400e-003	2.2400e-003	0.0000	338.2958	338.2958	0.0147	3.5000e-003	339.6892
Mobile	0.3372	0.3823	3.8887	9.7300e-003	0.7770	6.5200e-003	0.7835	0.2063	6.0100e-003	0.2123	0.0000	715.6255	715.6255	0.0347	0.0000	716.3544
Waste						0.0000	0.0000		0.0000	0.0000	17.1710	0.0000	17.1710	1.0148	0.0000	38.4813
Water						0.0000	0.0000		0.0000	0.0000	1.3168	26.4950	27.8118	5.7300e-003	3.1100e-003	28.8963
Total	0.9773	0.4117	3.9145	9.9100e-003	0.7770	8.7600e-003	0.7857	0.2063	8.2500e-003	0.2146	18.4878	1,080.4182	1,098.9061	1.0699	6.6100e-003	1,123.4233

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.13	2.83	0.26	0.70	0.00	9.41	0.12	0.00	9.93	0.42	1.75	4.81	4.76	0.31	16.96	4.70

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3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Asphalt Demolition	Demolition	1/1/2016	2/14/2016	5	31	
2	Asphalt Demo Debris Haul	Demolition	1/25/2016	2/12/2016	5	15	
3	Grading	Grading	2/15/2016	3/4/2016	5	15	
4	Building Construction	Building Construction	3/5/2016	10/29/2017	5	430	
5	Architectural Coating	Architectural Coating	5/2/2017	10/29/2017	5	129	
6	Landscape Installation	Paving	9/22/2017	10/29/2017	5	26	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 60

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 115,875; Non-Residential Outdoor: 43,947 (Architectural Coating –

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OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Asphalt Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demolition	Excavators	0	8.00	162	0.38
Asphalt Demolition	Rubber Tired Dozers	1	8.00	255	0.40
Asphalt Demolition	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Asphalt Demo Debris Haul	Concrete/Industrial Saws	0	8.00	81	0.73
Asphalt Demo Debris Haul	Excavators	0	8.00	162	0.38
Asphalt Demo Debris Haul	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Excavators	0	8.00	162	0.38
Grading	Graders	0	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	4	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Aerial Lifts	17	8.00	62	0.31
Building Construction	Cranes	2	8.00	226	0.29
Building Construction	Forklifts	7	8.00	89	0.20
Building Construction	Generator Sets	0	8.00	84	0.74
Building Construction	Plate Compactors	8	8.00	8	0.43
Building Construction	Surfacing Equipment	1	8.00	253	0.30
Building Construction	Tractors/Loaders/Backhoes	6	8.00	97	0.37
Building Construction	Welders	0	8.00	46	0.45
Architectural Coating	Air Compressors	1	8.00	78	0.48
Landscape Installation	Cement and Mortar Mixers	0	6.00	9	0.56
Landscape Installation	Pavers	0	8.00	125	0.42
Landscape Installation	Paving Equipment	0	6.00	130	0.36
Landscape Installation	Plate Compactors	1	8.00	6	0.43

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Landscape Installation	Rollers	0	6.00	80	0.38
Landscape Installation	Tractors/Loaders/Backhoes	3	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Asphalt Demolition	2	5.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Asphalt Demo Debris Haul	0	0.00	0.00	356.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	7	18.00	4.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	41	62.00	35.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	12.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Landscape Installation	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

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3.2 Asphalt Demolition - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0245	0.2655	0.1999	1.9000e-004		0.0139	0.0139		0.0128	0.0128	0.0000	17.5361	17.5361	5.2900e-003	0.0000	17.6471
Total	0.0245	0.2655	0.1999	1.9000e-004		0.0139	0.0139		0.0128	0.0128	0.0000	17.5361	17.5361	5.2900e-003	0.0000	17.6471

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	5.6000e-004	5.6700e-003	7.3700e-003	1.0000e-005	3.8000e-004	9.0000e-005	4.7000e-004	1.1000e-004	8.0000e-005	1.9000e-004	0.0000	1.2343	1.2343	1.0000e-005	0.0000	1.2345
Worker	3.4000e-004	4.9000e-004	5.1500e-003	1.0000e-005	8.5000e-004	1.0000e-005	8.6000e-004	2.3000e-004	1.0000e-005	2.3000e-004	0.0000	0.8287	0.8287	5.0000e-005	0.0000	0.8297
Total	9.0000e-004	6.1600e-003	0.0125	2.0000e-005	1.2300e-003	1.0000e-004	1.3300e-003	3.4000e-004	9.0000e-005	4.2000e-004	0.0000	2.0630	2.0630	6.0000e-005	0.0000	2.0642

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0245	0.2655	0.1999	1.9000e-004		0.0139	0.0139		0.0128	0.0128	0.0000	17.5360	17.5360	5.2900e-003	0.0000	17.6471
Total	0.0245	0.2655	0.1999	1.9000e-004		0.0139	0.0139		0.0128	0.0128	0.0000	17.5360	17.5360	5.2900e-003	0.0000	17.6471

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	5.6000e-004	5.6700e-003	7.3700e-003	1.0000e-005	3.6000e-004	9.0000e-005	4.4000e-004	1.0000e-004	8.0000e-005	1.8000e-004	0.0000	1.2343	1.2343	1.0000e-005	0.0000	1.2345
Worker	3.4000e-004	4.9000e-004	5.1500e-003	1.0000e-005	7.8000e-004	1.0000e-005	7.9000e-004	2.1000e-004	1.0000e-005	2.2000e-004	0.0000	0.8287	0.8287	5.0000e-005	0.0000	0.8297
Total	9.0000e-004	6.1600e-003	0.0125	2.0000e-005	1.1400e-003	1.0000e-004	1.2300e-003	3.1000e-004	9.0000e-005	4.0000e-004	0.0000	2.0630	2.0630	6.0000e-005	0.0000	2.0642

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3.3 Asphalt Demo Debris Haul - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0385	0.0000	0.0385	5.8300e-003	0.0000	5.8300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0385	0.0000	0.0385	5.8300e-003	0.0000	5.8300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.2600e-003	0.0526	0.0398	1.3000e-004	3.0500e-003	7.4000e-004	3.7900e-003	8.4000e-004	6.8000e-004	1.5200e-003	0.0000	12.1423	12.1423	9.0000e-005	0.0000	12.1442
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.2600e-003	0.0526	0.0398	1.3000e-004	3.0500e-003	7.4000e-004	3.7900e-003	8.4000e-004	6.8000e-004	1.5200e-003	0.0000	12.1423	12.1423	9.0000e-005	0.0000	12.1442

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0165	0.0000	0.0165	2.4900e-003	0.0000	2.4900e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0165	0.0000	0.0165	2.4900e-003	0.0000	2.4900e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.2600e-003	0.0526	0.0398	1.3000e-004	2.8400e-003	7.4000e-004	3.5800e-003	7.8000e-004	6.8000e-004	1.4700e-003	0.0000	12.1423	12.1423	9.0000e-005	0.0000	12.1442
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.2600e-003	0.0526	0.0398	1.3000e-004	2.8400e-003	7.4000e-004	3.5800e-003	7.8000e-004	6.8000e-004	1.4700e-003	0.0000	12.1423	12.1423	9.0000e-005	0.0000	12.1442

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3.4 Grading - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0770	0.0000	0.0770	0.0283	0.0000	0.0283	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0559	0.6807	0.4455	5.6000e-004		0.0299	0.0299		0.0275	0.0275	0.0000	52.8028	52.8028	0.0159	0.0000	53.1373
Total	0.0559	0.6807	0.4455	5.6000e-004	0.0770	0.0299	0.1069	0.0283	0.0275	0.0558	0.0000	52.8028	52.8028	0.0159	0.0000	53.1373

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.7000e-004	2.7400e-003	3.5700e-003	1.0000e-005	1.8000e-004	4.0000e-005	2.3000e-004	5.0000e-005	4.0000e-005	9.0000e-005	0.0000	0.5973	0.5973	0.0000	0.0000	0.5974
Worker	5.9000e-004	8.6000e-004	8.9800e-003	2.0000e-005	1.4800e-003	1.0000e-005	1.4900e-003	3.9000e-004	1.0000e-005	4.1000e-004	0.0000	1.4435	1.4435	8.0000e-005	0.0000	1.4453
Total	8.6000e-004	3.6000e-003	0.0126	3.0000e-005	1.6600e-003	5.0000e-005	1.7200e-003	4.4000e-004	5.0000e-005	5.0000e-004	0.0000	2.0408	2.0408	8.0000e-005	0.0000	2.0426

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0329	0.0000	0.0329	0.0121	0.0000	0.0121	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0559	0.6807	0.4455	5.6000e-004		0.0299	0.0299		0.0275	0.0275	0.0000	52.8028	52.8028	0.0159	0.0000	53.1373
Total	0.0559	0.6807	0.4455	5.6000e-004	0.0329	0.0299	0.0628	0.0121	0.0275	0.0396	0.0000	52.8028	52.8028	0.0159	0.0000	53.1373

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.7000e-004	2.7400e-003	3.5700e-003	1.0000e-005	1.7000e-004	4.0000e-005	2.1000e-004	5.0000e-005	4.0000e-005	9.0000e-005	0.0000	0.5973	0.5973	0.0000	0.0000	0.5974
Worker	5.9000e-004	8.6000e-004	8.9800e-003	2.0000e-005	1.3600e-003	1.0000e-005	1.3800e-003	3.6000e-004	1.0000e-005	3.8000e-004	0.0000	1.4435	1.4435	8.0000e-005	0.0000	1.4453
Total	8.6000e-004	3.6000e-003	0.0126	3.0000e-005	1.5300e-003	5.0000e-005	1.5900e-003	4.1000e-004	5.0000e-005	4.7000e-004	0.0000	2.0408	2.0408	8.0000e-005	0.0000	2.0426

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3.5 Building Construction - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.7135	7.8052	5.5174	8.5000e-003		0.4615	0.4615		0.4253	0.4253	0.0000	789.0730	789.0730	0.2327	0.0000	793.9595
Total	0.7135	7.8052	5.5174	8.5000e-003		0.4615	0.4615		0.4253	0.4253	0.0000	789.0730	789.0730	0.2327	0.0000	793.9595

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0338	0.3442	0.4471	8.2000e-004	0.0231	5.1700e-003	0.0283	6.5800e-003	4.7500e-003	0.0113	0.0000	74.9054	74.9054	5.6000e-004	0.0000	74.9171
Worker	0.0291	0.0425	0.4433	9.3000e-004	0.0730	7.0000e-004	0.0737	0.0194	6.5000e-004	0.0201	0.0000	71.2675	71.2675	4.0500e-003	0.0000	71.3524
Total	0.0629	0.3868	0.8904	1.7500e-003	0.0961	5.8700e-003	0.1020	0.0260	5.4000e-003	0.0314	0.0000	146.1729	146.1729	4.6100e-003	0.0000	146.2695

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.7135	7.8052	5.5173	8.5000e-003		0.4615	0.4615		0.4253	0.4253	0.0000	789.0720	789.0720	0.2327	0.0000	793.9586
Total	0.7135	7.8052	5.5173	8.5000e-003		0.4615	0.4615		0.4253	0.4253	0.0000	789.0720	789.0720	0.2327	0.0000	793.9586

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0338	0.3442	0.4471	8.2000e-004	0.0216	5.1700e-003	0.0267	6.2100e-003	4.7500e-003	0.0110	0.0000	74.9054	74.9054	5.6000e-004	0.0000	74.9171
Worker	0.0291	0.0425	0.4433	9.3000e-004	0.0673	7.0000e-004	0.0680	0.0180	6.5000e-004	0.0187	0.0000	71.2675	71.2675	4.0500e-003	0.0000	71.3524
Total	0.0629	0.3868	0.8904	1.7500e-003	0.0889	5.8700e-003	0.0948	0.0242	5.4000e-003	0.0296	0.0000	146.1729	146.1729	4.6100e-003	0.0000	146.2695

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3.5 Building Construction - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.6546	7.1191	5.4312	8.5100e-003		0.4096	0.4096		0.3775	0.3775	0.0000	777.3157	777.3157	0.2327	0.0000	782.2028
Total	0.6546	7.1191	5.4312	8.5100e-003		0.4096	0.4096		0.3775	0.3775	0.0000	777.3157	777.3157	0.2327	0.0000	782.2028

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0308	0.3136	0.4231	8.2000e-004	0.0231	4.6100e-003	0.0277	6.5800e-003	4.2400e-003	0.0108	0.0000	73.7087	73.7087	5.4000e-004	0.0000	73.7200
Worker	0.0261	0.0385	0.4004	9.3000e-004	0.0730	6.7000e-004	0.0737	0.0194	6.2000e-004	0.0200	0.0000	68.5967	68.5967	3.7400e-003	0.0000	68.6752
Total	0.0569	0.3521	0.8235	1.7500e-003	0.0961	5.2800e-003	0.1014	0.0260	4.8600e-003	0.0308	0.0000	142.3054	142.3054	4.2800e-003	0.0000	142.3953

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.6546	7.1191	5.4312	8.5100e-003		0.4096	0.4096		0.3775	0.3775	0.0000	777.3148	777.3148	0.2327	0.0000	782.2019
Total	0.6546	7.1191	5.4312	8.5100e-003		0.4096	0.4096		0.3775	0.3775	0.0000	777.3148	777.3148	0.2327	0.0000	782.2019

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0308	0.3136	0.4231	8.2000e-004	0.0216	4.6100e-003	0.0262	6.2100e-003	4.2400e-003	0.0105	0.0000	73.7087	73.7087	5.4000e-004	0.0000	73.7200
Worker	0.0261	0.0385	0.4004	9.3000e-004	0.0673	6.7000e-004	0.0680	0.0180	6.2000e-004	0.0186	0.0000	68.5967	68.5967	3.7400e-003	0.0000	68.6752
Total	0.0569	0.3521	0.8235	1.7500e-003	0.0889	5.2800e-003	0.0942	0.0242	4.8600e-003	0.0291	0.0000	142.3054	142.3054	4.2800e-003	0.0000	142.3953

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3.6 Architectural Coating - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.3704					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0286	0.1879	0.1607	2.6000e-004		0.0149	0.0149		0.0149	0.0149	0.0000	21.9580	21.9580	2.3200e-003	0.0000	22.0067
Total	0.3990	0.1879	0.1607	2.6000e-004		0.0149	0.0149		0.0149	0.0149	0.0000	21.9580	21.9580	2.3200e-003	0.0000	22.0067

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.0300e-003	4.4700e-003	0.0465	1.1000e-004	8.4800e-003	8.0000e-005	8.5600e-003	2.2500e-003	7.0000e-005	2.3200e-003	0.0000	7.9661	7.9661	4.3000e-004	0.0000	7.9752
Total	3.0300e-003	4.4700e-003	0.0465	1.1000e-004	8.4800e-003	8.0000e-005	8.5600e-003	2.2500e-003	7.0000e-005	2.3200e-003	0.0000	7.9661	7.9661	4.3000e-004	0.0000	7.9752

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Archit. Coating	0.3704						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
Off-Road	0.0286	0.1879	0.1607	2.6000e-004			0.0149	0.0149		0.0149	0.0149	0.0000	21.9580	21.9580	2.3200e-003	0.0000	22.0066
Total	0.3990	0.1879	0.1607	2.6000e-004			0.0149	0.0149		0.0149	0.0149	0.0000	21.9580	21.9580	2.3200e-003	0.0000	22.0066

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.0300e-003	4.4700e-003	0.0465	1.1000e-004	7.8200e-003	8.0000e-005	7.9000e-003	2.0900e-003	7.0000e-005	2.1600e-003	0.0000	7.9661	7.9661	4.3000e-004	0.0000	7.9752
Total	3.0300e-003	4.4700e-003	0.0465	1.1000e-004	7.8200e-003	8.0000e-005	7.9000e-003	2.0900e-003	7.0000e-005	2.1600e-003	0.0000	7.9661	7.9661	4.3000e-004	0.0000	7.9752

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3.7 Landscape Installation - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0128	0.1212	0.0954	1.3000e-004		9.0200e-003	9.0200e-003		8.3100e-003	8.3100e-003	0.0000	11.5653	11.5653	3.4800e-003	0.0000	11.6384
Paving	2.6700e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0154	0.1212	0.0954	1.3000e-004		9.0200e-003	9.0200e-003		8.3100e-003	8.3100e-003	0.0000	11.5653	11.5653	3.4800e-003	0.0000	11.6384

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	7.5000e-004	7.8100e-003	2.0000e-005	1.4200e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.3380	1.3380	7.0000e-005	0.0000	1.3395
Total	5.1000e-004	7.5000e-004	7.8100e-003	2.0000e-005	1.4200e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.3380	1.3380	7.0000e-005	0.0000	1.3395

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0128	0.1212	0.0954	1.3000e-004		9.0200e-003	9.0200e-003		8.3100e-003	8.3100e-003	0.0000	11.5652	11.5652	3.4800e-003	0.0000	11.6384
Paving	2.6700e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0154	0.1212	0.0954	1.3000e-004		9.0200e-003	9.0200e-003		8.3100e-003	8.3100e-003	0.0000	11.5652	11.5652	3.4800e-003	0.0000	11.6384

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	7.5000e-004	7.8100e-003	2.0000e-005	1.3100e-003	1.0000e-005	1.3300e-003	3.5000e-004	1.0000e-005	3.6000e-004	0.0000	1.3380	1.3380	7.0000e-005	0.0000	1.3395
Total	5.1000e-004	7.5000e-004	7.8100e-003	2.0000e-005	1.3100e-003	1.0000e-005	1.3300e-003	3.5000e-004	1.0000e-005	3.6000e-004	0.0000	1.3380	1.3380	7.0000e-005	0.0000	1.3395

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4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3372	0.3823	3.8887	9.7300e-003	0.7770	6.5200e-003	0.7835	0.2063	6.0100e-003	0.2123	0.0000	715.6255	715.6255	0.0347	0.0000	716.3544
Unmitigated	0.3372	0.3823	3.8887	9.7300e-003	0.7770	6.5200e-003	0.7835	0.2063	6.0100e-003	0.2123	0.0000	715.6255	715.6255	0.0347	0.0000	716.3544

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	852.07	190.04	81.11	2,085,429	2,085,429
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Total	852.07	190.04	81.11	2,085,429	2,085,429

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4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
Other Non-Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.671168	0.073401	0.224617	0.020079	0.003827	0.000617	0.001648	0.000000	0.000000	0.000000	0.004644	0.000000	0.000000

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	306.2733	306.2733	0.0141	2.9100e-003	307.4719
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	343.5447	343.5447	0.0158	3.2700e-003	344.8892
NaturalGas Mitigated	3.2400e-003	0.0294	0.0247	1.8000e-004		2.2400e-003	2.2400e-003		2.2400e-003	2.2400e-003	0.0000	32.0225	32.0225	6.1000e-004	5.9000e-004	32.2173
NaturalGas Unmitigated	4.5500e-003	0.0414	0.0348	2.5000e-004		3.1500e-003	3.1500e-003		3.1500e-003	3.1500e-003	0.0000	45.0573	45.0573	8.6000e-004	8.3000e-004	45.3315

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5.2 Energy by Land Use - NaturalGas
Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	844343	4.5500e-003	0.0414	0.0348	2.5000e-004		3.1500e-003	3.1500e-003		3.1500e-003	3.1500e-003	0.0000	45.0573	45.0573	8.6000e-004	8.3000e-004	45.3315
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		4.5500e-003	0.0414	0.0348	2.5000e-004		3.1500e-003	3.1500e-003		3.1500e-003	3.1500e-003	0.0000	45.0573	45.0573	8.6000e-004	8.3000e-004	45.3315

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	600078	3.2400e-003	0.0294	0.0247	1.8000e-004		2.2400e-003	2.2400e-003		2.2400e-003	2.2400e-003	0.0000	32.0225	32.0225	6.1000e-004	5.9000e-004	32.2173
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		3.2400e-003	0.0294	0.0247	1.8000e-004		2.2400e-003	2.2400e-003		2.2400e-003	2.2400e-003	0.0000	32.0225	32.0225	6.1000e-004	5.9000e-004	32.2173

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5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	1.12244e+006	321.2059	0.0148	3.0500e-003	322.4629
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	78062.2	22.3388	1.0300e-003	2.1000e-004	22.4262
Total		343.5447	0.0158	3.2600e-003	344.8892

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	992199	283.9345	0.0131	2.7000e-003	285.0457
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	78062.2	22.3388	1.0300e-003	2.1000e-004	22.4262
Total		306.2733	0.0141	2.9100e-003	307.4719

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6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003
Unmitigated	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0370					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.5997					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-004	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003
Total	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003

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Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0370					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.5997					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-004	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003
Total	0.6368	1.0000e-005	1.0400e-003	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.9900e-003	1.9900e-003	1.0000e-005	0.0000	2.1000e-003

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7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	27.8118	5.7300e-003	3.1100e-003	28.8963
Unmitigated	32.4283	7.0800e-003	3.8700e-003	33.7774

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7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	4.65238 / 4.22944	32.4283	7.0800e-003	3.8700e-003	33.7774
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		32.4283	7.0800e-003	3.8700e-003	33.7774

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	3.7219 / 3.97144	27.8118	5.7300e-003	3.1100e-003	28.8963
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		27.8118	5.7300e-003	3.1100e-003	28.8963

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8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	17.1710	1.0148	0.0000	38.4813
Unmitigated	17.1710	1.0148	0.0000	38.4813

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	84.59	17.1710	1.0148	0.0000	38.4813
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		17.1710	1.0148	0.0000	38.4813

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Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	84.59	17.1710	1.0148	0.0000	38.4813
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		17.1710	1.0148	0.0000	38.4813

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

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OFFROAD Equipment Mitigation

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Aerial Lifts	Diesel	No Change	0	17	No Change	0.00
Air Compressors	Diesel	No Change	0	1	No Change	0.00
Cement and Mortar Mixers	Diesel	No Change	0	0	No Change	0.00
Concrete/Industrial Saws	Diesel	No Change	0	0	No Change	0.00
Cranes	Diesel	No Change	0	2	No Change	0.00
Excavators	Diesel	No Change	0	0	No Change	0.00
Forklifts	Diesel	No Change	0	7	No Change	0.00
Generator Sets	Diesel	No Change	0	0	No Change	0.00
Graders	Diesel	No Change	0	0	No Change	0.00
Pavers	Diesel	No Change	0	0	No Change	0.00
Paving Equipment	Diesel	No Change	0	0	No Change	0.00
Plate Compactors	Diesel	No Change	0	9	No Change	0.00
Rollers	Diesel	No Change	0	0	No Change	0.00
Rubber Tired Dozers	Diesel	No Change	0	2	No Change	0.00
Scrapers	Diesel	No Change	0	4	No Change	0.00
Surfacing Equipment	Diesel	No Change	0	1	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	No Change	0	12	No Change	0.00
Welders	Diesel	No Change	0	0	No Change	0.00

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Fugitive Dust Mitigation

Yes/No	Mitigation Measure	Mitigation Input	Mitigation Input	Mitigation Input	Mitigation Input		
No	Soil Stabilizer for unpaved Roads	PM10 Reduction	0.00	PM2.5 Reduction	0.00		
Yes	Replace Ground Cover of Area Disturbed	PM10 Reduction	5.00	PM2.5 Reduction	5.00		
Yes	Water Exposed Area	PM10 Reduction	55.00	PM2.5 Reduction	55.00	Frequency (per day)	2.00
No	Unpaved Road Mitigation	Moisture Content %	0.00	Vehicle Speed (mph)	15.00		
Yes	Clean Paved Road	% PM Reduction	9.00				

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Phase	Source	Unmitigated		Mitigated		Percent Reduction	
		PM10	PM2.5	PM10	PM2.5	PM10	PM2.5
Architectural Coating	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	Roads	0.01	0.00	0.01	0.00	0.08	0.07
Asphalt Demo Debris Haul	Fugitive Dust	0.04	0.01	0.02	0.00	0.57	0.57
Asphalt Demo Debris Haul	Roads	0.00	0.00	0.00	0.00	0.07	0.07
Asphalt Demolition	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Asphalt Demolition	Roads	0.00	0.00	0.00	0.00	0.07	0.09
Building Construction	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Roads	0.19	0.05	0.18	0.05	0.07	0.07
Grading	Fugitive Dust	0.03	0.03	0.03	0.01	0.57	0.57
Grading	Roads	0.00	0.00	0.00	0.00	0.08	0.07
Landscape Installation	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Landscape Installation	Roads	0.00	0.00	0.00	0.00	0.08	0.08

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Operational Mobile Mitigation

Project Setting:

Mitigation	Category	Measure	% Reduction	Input Value 1	Input Value 2	Input Value 3
No	Land Use	Increase Density	0.00			
No	Land Use	Increase Diversity	0.11	0.33		
No	Land Use	Improve Walkability Design	0.00			
No	Land Use	Improve Destination Accessibility	0.00			
No	Land Use	Increase Transit Accessibility	0.25			
No	Land Use	Integrate Below Market Rate Housing	0.00			
	Land Use	Land Use SubTotal	0.00			
No	Neighborhood Enhancements	Improve Pedestrian Network				
No	Neighborhood Enhancements	Provide Traffic Calming Measures				
No	Neighborhood Enhancements	Implement NEV Network	0.00			
	Neighborhood Enhancements	Neighborhood Enhancements Subtotal	0.00			
No	Parking Policy Pricing	Limit Parking Supply	0.00			
No	Parking Policy Pricing	Unbundle Parking Costs	0.00			
No	Parking Policy Pricing	On-street Market Pricing	0.00			
	Parking Policy Pricing	Parking Policy Pricing Subtotal	0.00			
No	Transit Improvements	Provide BRT System	0.00			
No	Transit Improvements	Expand Transit Network	0.00			
No	Transit Improvements	Increase Transit Frequency	0.00			

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	Transit Improvements	Transit Improvements Subtotal	0.00		
		Land Use and Site Enhancement Subtotal	0.00		
No	Commute	Implement Trip Reduction Program			
No	Commute	Transit Subsidy			
No	Commute	Implement Employee Parking "Cash Out"			
No	Commute	Workplace Parking Charge			
No	Commute	Encourage Telecommuting and Alternative Work Schedules	0.00		
No	Commute	Market Commute Trip Reduction Option	0.00		
No	Commute	Employee Vanpool/Shuttle	0.00		2.00
No	Commute	Provide Ride Sharing Program			
	Commute	Commute Subtotal	0.00		
No	School Trip	Implement School Bus Program	0.00		
		Total VMT Reduction	0.00		

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Area Mitigation

Measure Implemented	Mitigation Measure	Input Value
No	Only Natural Gas Hearth	
No	No Hearth	
No	Use Low VOC Cleaning Supplies	
No	Use Low VOC Paint (Residential Interior)	50.00
No	Use Low VOC Paint (Residential Exterior)	100.00
No	Use Low VOC Paint (Non-residential Interior)	250.00
No	Use Low VOC Paint (Non-residential Exterior)	250.00
No	% Electric Lawnmower	
No	% Electric Leafblower	
No	% Electric Chainsaw	

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Energy Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
Yes	Exceed Title 24	30.00	
No	Install High Efficiency Lighting	0.00	
No	On-site Renewable	0.00	0.00

Appliance Type	Land Use Subtype	% Improvement
ClothWasher		30.00
DishWasher		15.00
Fan		50.00
Refrigerator		15.00

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Water Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Apply Water Conservation on Strategy	0.00	0.00
No	Use Reclaimed Water	0.00	0.00
No	Use Grey Water	0.00	
Yes	Install low-flow bathroom faucet	32.00	
Yes	Install low-flow Kitchen faucet	18.00	
Yes	Install low-flow Toilet	20.00	
Yes	Install low-flow Shower	20.00	
No	Turf Reduction	0.00	
Yes	Use Water Efficient Irrigation Systems	6.10	
No	Water Efficient Landscape	0.00	0.00

Solid Waste Mitigation

Mitigation Measures	Input Value
Institute Recycling and Composting Services Percent Reduction in Waste Disposed	

Construction Localized Significance Thresholds: Asphalt Demolition

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	1.00	25	82

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	25	Tractors	0.5	0.0625	1	8	0.5
NOx	83	Graders	0.5	0.0625			0
CO	673	Dozers	0.5	0.0625	1	8	0.5
		Scrapers	1	0.125			0
						Acres	1.00

	Acres	25	50	100	200	500
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
	1	83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
	1	5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
	1	4	5	9	20	83

South San Gabriel Valley

	1.00 Acres	25	50	100	200	500
NOx	83	84	96	123	193	
CO	673	760	1113	2110	6884	
PM10	5	13	29	60	153	
PM2.5	4	5	9	20	83	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Grading

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	5.50	25	82

Source Receptor	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
Distance (meters)	25	Tractors	0.5	0.0625	2	8	1
NOx	183	Graders	0.5	0.0625			0
CO	1814	Dozers	0.5	0.0625	1	8	0.5
		Scrapers	1	0.125	4	8	4
						Acres	5.50

	Acres	25	50	100	200	500
NOx	5	183	176	184	202	245
	5	183	176	184	202	245
	5	183	176	184	202	245
CO	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
PM10	5	14	43	59	91	186
	5	14	43	59	91	186
	5	14	43	59	91	186
PM2.5	5	9	12	19	34	104
	5	9	12	19	34	104
	5	9	12	19	34	104

South San Gabriel Valley

	5.50 Acres	25	50	100	200	500
NOx	183	176	184	202	245	
CO	1814	1984	2549	4024	9342	
PM10	14	43	59	91	186	
PM2.5	9	12	19	34	104	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	5	11	5
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	3.00	25	82

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	25	Tractors	0.5	0.0625	6	8	3
NOx	142	Graders	0.5	0.0625			0
CO	1292	Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	3.00

	Acres	25	50	100	200	500
NOx	3	142	137	145	165	219
	3	142	137	145	165	219
	3	142	137	145	165	219
CO	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
PM10	3	9	29	44	76	170
	3	9	29	44	76	170
	3	9	29	44	76	170
PM2.5	3	6	9	14	27	94
	3	6	9	14	27	94
	3	6	9	14	27	94

South San Gabriel Valley

	3.00 Acres	25	50	100	200	500
NOx	142	137	145	165	219	
CO	1292	1423	1886	3115	8134	
PM10	9	29	44	76	170	
PM2.5	6	9	14	27	94	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	3	11	3
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction & Architectural Coating

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	3.00	25	82

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	25	Tractors	0.5	0.0625	6	8	3
NOx	142	Graders	0.5	0.0625			0
CO	1292	Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	3.00

	Acres	25	50	100	200	500
NOx	3	142	137	145	165	219
	3	142	137	145	165	219
	3	142	137	145	165	219
CO	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
PM10	3	9	29	44	76	170
	3	9	29	44	76	170
	3	9	29	44	76	170
PM2.5	3	6	9	14	27	94
	3	6	9	14	27	94
	3	6	9	14	27	94

South San Gabriel Valley		25	50	100	200	500
3.00 Acres						
NOx	25	142	137	145	165	219
CO	1292	1423	1886	3115	8134	
PM10	9	29	44	76	170	
PM2.5	6	9	14	27	94	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	3	11	3
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction & Architectural Coating & Landscape Installation

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	4.50	25	82

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	25	Tractors	0.5	0.0625	9	8	4.5
NOx	173	Graders	0.5	0.0625			0
CO	1683	Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
						Acres	4.50

	Acres	25	50	100	200	500
NOx	4	162	157	165	184	232
	5	183	176	184	202	245
CO	4	173	166	174	193	239
	5	1553	1704	2217	3569	8738
PM10	4	1814	1984	2549	4024	9342
	5	1684	1844	2383	3797	9040
PM2.5	4	12	36	52	83	178
	5	14	43	59	91	186
	4	13	40	55	87	182
	5	8	11	17	31	99
	4	9	12	19	34	104
	5	8	11	18	32	102

South San Gabriel Valley

4.50 Acres

	25	50	100	200	500
NOx	173	166	174	193	239
CO	1684	1844	2383	3797	9040
PM10	13	40	55	87	182
PM2.5	8	11	18	32	102

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	4	11	5
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Asphalt Demolition

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	1.00	67	220

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	67	Tractors	0.5	0.0625	1	8	0.5
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625	1	8	0.5
		Scrapers	1	0.125			0
						Acres	1.00

	Acres	25	50	100	200	500
NOx	1	83	84	96	123	193
	1	83	84	96	123	193
	1	83	84	96	123	193
CO	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
	1	673	760	1113	2110	6884
PM10	1	5	13	29	60	153
	1	5	13	29	60	153
	1	5	13	29	60	153
PM2.5	1	4	5	9	20	83
	1	4	5	9	20	83
	1	4	5	9	20	83

South San Gabriel Valley

	1.00 Acres	25	50	100	200	500
NOx	83	84	96	123	193	
CO	673	760	1113	2110	6884	
PM10	5	13	29	60	153	
PM2.5	4	5	9	20	83	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	1	11	1
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Grading

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	5.50	67	220

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	67	Tractors	0.5	0.0625	2	8	1
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625	1	8	0.5
		Scrapers	1	0.125	4	8	4
						Acres	5.50

	Acres	25	50	100	200	500
NOx	5	183	176	184	202	245
	5	183	176	184	202	245
	5	183	176	184	202	245
CO	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
PM10	5	14	43	59	91	186
	5	14	43	59	91	186
	5	14	43	59	91	186
PM2.5	5	9	12	19	34	104
	5	9	12	19	34	104
	5	9	12	19	34	104

South San Gabriel Valley

5.50 Acres

	25	50	100	200	500
NOx	183	176	184	202	245
CO	1814	1984	2549	4024	9342
PM10	14	43	59	91	186
PM2.5	9	12	19	34	104

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	5	11	5
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	3.00	67	220

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	67	Tractors	0.5	0.0625	6	8	3
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
PM10	34.23						
PM2.5	11.04					Acres	3.00

	Acres	25	50	100	200	500
NOx	3	142	137	145	165	219
	3	142	137	145	165	219
CO	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
PM10	3	9	29	44	76	170
	3	9	29	44	76	170
PM2.5	3	6	9	14	27	94
	3	6	9	14	27	94
		6	9	14	27	94
South San Gabriel Valley						
	3.00 Acres					
	25	50	100	200	500	
NOx	142	137	145	165	219	
CO	1292	1423	1886	3115	8134	
PM10	9	29	44	76	170	
PM2.5	6	9	14	27	94	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	3	11	3
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction & Architectural Coating

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	3.00	67	220

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	67	Tractors	0.5	0.0625	6	8	3
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
PM10	34.23						
PM2.5	11.04					Acres	3.00

	Acres	25	50	100	200	500
NOx	3	142	137	145	165	219
	3	142	137	145	165	219
	3	142	137	145	165	219
CO	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
	3	1292	1423	1886	3115	8134
PM10	3	9	29	44	76	170
	3	9	29	44	76	170
	3	9	29	44	76	170
PM2.5	3	6	9	14	27	94
	3	6	9	14	27	94
	3	6	9	14	27	94

South San Gabriel Valley		25	50	100	200	500
3.00 Acres						
NOx	142	137	145	165	219	
CO	1292	1423	1886	3115	8134	
PM10	9	29	44	76	170	
PM2.5	6	9	14	27	94	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	3	11	3
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Construction Localized Significance Thresholds: Building Construction & Architectural Coating & Landscape Installation

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
11	4.50	67	220

Source Receptor Distance (meters)	South San Gabriel Valley	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	67	Tractors	0.5	0.0625	9	8	4.5
		Graders	0.5	0.0625			0
		Dozers	0.5	0.0625			0
		Scrapers	1	0.125			0
PM10	44.90						0
PM2.5	13.55					Acres	4.50

	Acres	25	50	100	200	500
NOx	4	162	157	165	184	232
	5	183	176	184	202	245
CO	4	173	166	174	193	239
	5	1553	1704	2217	3569	8738
PM10	4	1814	1984	2549	4024	9342
	5	1684	1844	2383	3797	9040
PM2.5	4	12	36	52	83	178
	5	14	43	59	91	186
		13	40	55	87	182
	4	8	11	17	31	99
	5	9	12	19	34	104
		8	11	18	32	102

South San Gabriel Valley

4.50 Acres		25	50	100	200	500
NOx	173	166	174	193	239	
CO	1684	1844	2383	3797	9040	
PM10	13	40	55	87	182	
PM2.5	8	11	18	32	102	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	4	11	5
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2009 - Table C-1. 2006 – 2008

Operation Localized Significance Thresholds

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	5.00	25	82

Source Receptor Distance (meters)	South San Gabriel Valley
	25
NOx	183
CO	1,814

	Acres	25	50	100	200	500
NOx	5	183	176	184	202	245
	5	183	176	184	202	245
	5	183	176	184	202	245
CO	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
PM10	5	4	11	15	22	45
	5	4	11	15	22	45
	5	4	11	15	22	45
PM2.5	5	2	3	5	9	25
	5	2	3	5	9	25
	5	2	3	5	9	25

South San Gabriel Valley		25	50	100	200	500
5.00 Acres						
NOx	25	183	176	184	202	245
CO	1814	1984	2549	4024	9342	
PM10	4	11	15	22	45	
PM2.5	2	3	5	9	25	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	5	11	5
Distance Increment Below			
25			
Distance Increment Above			
25			

Updated: 10/21/2010 - Table C-1. 2006 – 2008

Operation Localized Significance Thresholds

SRA No.	Acres	Source Receptor Distance (meters)	Source Receptor Distance (Feet)
11	5.00	67	220

Source Receptor Distance (meters) South San Gabriel Valley 67

PM10 12.36
PM2.5 3.68

	Acres	25	50	100	200	500
NOx	5	183	176	184	202	245
	5	183	176	184	202	245
	5	183	176	184	202	245
CO	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
	5	1814	1984	2549	4024	9342
PM10	5	4	11	15	22	45
	5	4	11	15	22	45
	5	4	11	15	22	45
PM2.5	5	2	3	5	9	25
	5	2	3	5	9	25
	5	2	3	5	9	25

South San Gabriel Valley

	5.00 Acres	25	50	100	200	500
NOx	5	183	176	184	202	245
CO	5	1814	1984	2549	4024	9342
PM10	5	4	11	15	22	45
PM2.5	5	2	3	5	9	25

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
11	5	11	5
Distance Increment Below			
50			
Distance Increment Above			
100			

Updated: 10/21/2010 - Table C-1. 2006 – 2008

POMONA FAIRPLEX, CALIFORNIA (047050)

Period of Record Monthly Climate Summary

Period of Record : 11/01/1893 to 01/20/2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	65.5	67.6	70.1	74.2	77.8	84.1	91.0	91.1	88.4	80.6	73.2	66.4	77.5
Average Min. Temperature (F)	38.1	40.3	42.3	45.6	50.0	53.4	57.7	58.1	55.3	49.8	42.6	38.4	47.6
Average Total Precipitation (in.)	3.56	3.49	2.82	1.22	0.35	0.10	0.01	0.07	0.26	0.78	1.56	2.77	16.97
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.

Max. Temp.: 99.1% Min. Temp.: 99% Precipitation: 99% Snowfall: 95.5% Snow Depth: 95.3%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

WALNUT NI FC102C, CALIFORNIA (049431)

Period of Record Monthly Climate Summary

Period of Record : 12/01/1927 to 08/31/2000

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	Insuff icient Data												
Average Min. Temperature (F)	Insuff icient Data												
Average Total Precipitation (in.)	3.75	3.56	2.95	1.18	0.29	0.11	0.02	0.14	0.39	0.50	1.53	2.64	17.06
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.

Max. Temp.: 0% Min. Temp.: 0% Precipitation: 98.4% Snowfall: 98.8% Snow Depth: 98.8%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

Appendix B City Response Letter Regarding Tribal Cultural Resources

Appendix

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CITY OF INDUSTRY

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

November 13, 2015

The Honorable Andrew Salas
Chairman
Gabrieleño Band of Mission Indians – Kizh Nation
PO Box 393
Covina, CA 91723

Subject: Proposed Crossroads Office Building (DP 15-14), City of Industry, California.

Dear Chairman Salas:

The City of Industry (“City”) appreciates your email responses dated November 5 and 13, 2015, regarding Native American consultation for the property located at 12851 Crossroads Parkway (“Subject Site”). In your responses, you provide additional background information regarding Native American tribal history in the general area and cite examples of archaeological finds near Olvera Street, Hawaiian Gardens, and the San Gabriel Mission. You also note that a trained monitor is best suited to detect tribal resources and assert that a Native American Monitor from the Kizh Nation should be contracted to be present during all ground disturbing activities.

The City will continue to use the State standards when determining if a tribal cultural resource or a potential significant impact exist on a project site. These standards will guide the development of measures to avoid or minimize impacts to tribal cultural resources, such as the use of an on-site monitor. A tribal cultural resource is defined in California Resources Code Section 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are either of the following:

- (a)(1)(A) included in or determined eligible for inclusion in the California Register of Historic Resources; or
- (a)(1)(B) included in a local register of historical resources; or
- (a)(2) determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Section 5024.1(c). When applying the criteria of Section 5024.1(c), the lead agency must consider the significance of the resource to the California Native American tribe.

Based on the City’s analysis, there has been no finding of significant effect in regards to cultural, paleontological, and tribal cultural resources at the Subject Site. In

addition, the City has not received any information indicating that the Subject Site is included in, or determined eligible for inclusion in, the California Register of Historic Resources. Further, the City has not received any information that the Subject Site is included in a local register of historical resources. Lastly, the City does not have substantial evidence which supports the factors set forth in Public Resources Code Section 5024.1(c). Therefore, there is no evidence that an on-site monitor is appropriate or necessary for the project on the Subject Property.

However, the City understands that finds can occur during ground disturbances. Accordingly, even though the project will not cause a significant environmental effect to cultural resources and despite the lack of evidence establishing a tribal cultural resource per California Resources Code Section 21074, the following measure provides a means of avoiding or substantially lessening impacts to tribal cultural resources consistent with AB 52 and will be included in the Initial Study/Negative Declaration for the project:

If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

Per AB 52, the City has acted in good faith and made a reasonable effort to reach a mutual agreement as set forth in correspondences dated October 14, 22, and November 5, 2015. Per Public Resources Code Section 21080.3.2(b), the City has determined that a mutual agreement cannot be reached and has deemed the AB 52 consultation process to be concluded. The application for development of the Subject Site will be scheduled for City Council action at a forthcoming meeting and a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration containing meeting information will be provided to you.

If you should have any questions, please feel free to contact me at (626) 333-2211 or email me at bdjames@cityofindustry.org.

Sincerely,

A handwritten signature in black ink, appearing to read "B. James". The signature is stylized with a large, sweeping flourish that extends to the right.

Brian James
Planning Director

Appendix C Noise Analysis

Appendix

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Noise Background Information

1. Noise and Vibration Basics

1.1 TERMINOLOGY AND NOISE DESCRIPTORS

The following are brief definitions of noise terminology:

- **Sound.** A vibratory disturbance that, when transmitted by pressure waves through a medium such as air, is capable of being detected by a receiving mechanism, such as the human ear or a microphone.
- **Noise.** Sound that is loud, unpleasant, unexpected, or otherwise undesirable.
- **Decibel (dB).** A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micropascals.
- **A-Weighted Decibel (dBA).** An overall frequency-weighted sound level in decibels which approximates the frequency response of the human ear.
- **Equivalent Continuous Noise Level (L_{eq}).** The mean of the noise level averaged over the measurement period, regarded as an average level.
- **Day-Night Level (L_{dn}).** The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10 PM to 7 AM. The L_{dn} and the CNEL are similar noise descriptors and rarely differ by more than 1 dBA.
- **Community Noise Equivalent Level (CNEL).** The energy average of the A-weighted sound levels occurring during a 24-hour period, with 5 dB added to the A-weighted sound levels occurring during the period from 7 to 10 PM and 10 dB added to the A-weighted sound levels occurring during the period from 10 PM to 7 AM.

Note that L_{dn} and CNEL values rarely differ by more than 1 dB. As a matter of practice, L_{dn} and CNEL values are considered to be equivalent and are treated as such in this assessment.

- **Sensitive Receptor.** Certain land uses are particularly sensitive to noise and vibration. Noise- and vibration-sensitive receptors include land uses where quiet environments are necessary for enjoyment and public health and safety. Residences, schools, guest lodging (motels and hotels), libraries, religious institutions, hospitals, nursing homes, and passive recreation areas are generally more sensitive to noise than are commercial and industrial land uses.

1.2 CHARACTERISTICS OF SOUND

Sound is a pressure wave transmitted through the air. When an object vibrates, it radiates part of its energy as acoustical pressure in the form of a sound wave. Sound can be described in terms of amplitude (loudness), frequency (pitch), or duration (time). The standard unit of measurement of the loudness of sound is the decibel (dB). The human hearing system is not equally sensitive to sound at all frequencies. Sound waves below 16 Hz are not heard at all and are "felt" more as a vibration. Similarly, while people with extremely sensitive hearing can hear sounds as high as 20,000 Hz, most people cannot hear above 15,000 Hz. In all cases, hearing acuity falls off rapidly above about 10,000 Hz and below about 200 Hz. Since the human ear is not equally sensitive to sound at all frequencies, a special frequency-dependent rating scale is usually used to relate noise to human sensitivity. The A-weighted decibel scale (dBA) performs this compensation by discriminating against frequencies in a manner approximating the sensitivity of the human ear.

Because of the physical characteristics of noise transmission and noise perception, the relative loudness of sound does not closely match the actual amounts of sound energy. Table 1, Change in Sound Pressure Level, dB, presents the subjective effect of changes in sound pressure levels. Typical human hearing can detect changes of approximately 3 dBA or greater under normal conditions. Changes of 1 to 3 dBA are detectable under quiet, controlled conditions and changes of less than 1 dBA are usually indiscernible. A change of 5 dBA or greater is typically noticeable to most people in an exterior environment and a change of 10 dBA is perceived as a doubling (or halving) of the noise.

Change in Apparent Loudness	
± 3 dB	Threshold of human perceptibility
± 5 dB	Clearly noticeable change in noise level
± 10 dB	Half or twice as loud
± 20 dB	Much quieter or louder

Source: Bies and Hansen 2009.

1.2.1 Point and Line Sources

Noise may be generated from a point source, such as a piece of construction equipment, or from a line source, such as a road containing moving vehicles. Because noise spreads in an ever-widening pattern, the given amount of noise striking an object, such as an eardrum, is reduced with distance from the source. This is known as "spreading loss." The typical spreading loss for point source noise is 6 dBA per doubling of the distance from the noise source.

A line source of noise, such as vehicles proceeding down a roadway, would also be reduced with distance, but the rate of reduction is affected by both distance and the type of terrain over which the noise passes. Hard sites, such as developed areas with paving, reduce noise at a rate of 3 dBA per doubling of the distance while soft sites, such as undeveloped areas, open space and vegetated areas reduce noise at a rate of 4.5 dBA per doubling of the distance. These represent the extremes and most areas would actually contain a combination

of hard and soft elements with the noise reduction placed somewhere in between these two factors. Unfortunately the only way to actually determine the absolute amount of attenuation that an area provides is through field measurement under operating conditions with subsequent noise level measurements conducted at varying distances from a constant noise source.

Objects that block the line of sight attenuate the noise source if the receptor is located within the "shadow" of the blockage (such as behind a sound wall). If a receptor is located behind the wall, but has a view of the source, the wall would do little to reduce the noise. Additionally, a receptor located on the same side of the wall as the noise source may experience an increase in the perceived noise level, as the wall would reflect noise back to the receptor compounding the noise.

1.2.2 Noise Metrics

Several rating scales (or noise "metrics") exist to analyze adverse effects of noise, including traffic-generated noise, on a community. These scales include the equivalent noise level (Leq), the community noise equivalent level (CNEL) and the day/night noise level (Ldn). Leq is a measurement of the sound energy level averaged over a specified time period.

The CNEL noise metric is based on 24 hours of measurement. CNEL differs from Leq in that it applies a time-weighted factor designed to emphasize noise events that occur during the evening and nighttime hours (when quiet time and sleep disturbance is of particular concern). Noise occurring during the daytime period (7:00 AM to 7:00 PM) receives no penalty. Noise produced during the evening time period (7:00 to 10:00 PM) is penalized by 5 dB, while nighttime (10:00 PM to 7:00 AM) noise is penalized by 10 dB. The Ldn noise metric is similar to the CNEL metric except that the period from 7:00 to 10:00 PM receives no penalty. Both the CNEL and Ldn metrics yield approximately the same 24-hour value (within 1 dB) with the CNEL being the more restrictive (i.e., higher) of the two.

1.2.3 Psychological and Physiological Effects of Noise

Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects the entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions, thereby affecting blood pressure and functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA would result in permanent cell damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. This is called the threshold of pain. A sound level of 160 to 165 dBA will result in dizziness or loss of equilibrium. A sound level of 190 dBA will rupture the eardrum and permanently damage the inner ear. Table 2 shows typical noise levels from various noise sources.

Table 2 Typical Noise Levels from Noise Sources

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110	Rock Band
Jet Flyover at 1,000 feet		
	100	
Gas Lawn Mower at three feet		
	90	
Diesel Truck at 50 feet, at 50 mph		Food Blender at 3 feet
	80	Garbage Disposal at 3 feet
Noisy Urban Area, Daytime		
	70	Vacuum Cleaner at 10 feet
Commercial Area		Normal speech at 3 feet
Heavy Traffic at 300 feet	60	
		Large Business Office
Quiet Urban Daytime	50	Dishwasher Next Room
Quiet Urban Nighttime	40	Theater, Large Conference Room (background)
Quiet Suburban Nighttime		
	30	Library
Quiet Rural Nighttime		Bedroom at Night, Concert Hall (background)
	20	
		Broadcast/Recording Studio
	10	
Lowest Threshold of Human Hearing	0	Lowest Threshold of Human Hearing

Source: Caltrans 1998, Table N-2136.2.

1.3 CHARACTERISTICS OF VIBRATION

Vibration is an oscillatory motion through a solid medium in which the motion's amplitude can be described in terms of displacement, velocity, or acceleration. Vibration is normally associated with activities such as railroads or vibration-intensive stationary sources, but can also be associated with construction equipment, such as jackhammers, pile drivers, and hydraulic hammers. Vibration displacement is the distance that a point on a surface moves away from its original static position. The instantaneous speed that a point on a surface moves is described as the velocity, and the rate of change of the speed is described as the acceleration. Each of these descriptors can be used to correlate vibration to human response, building damage, and acceptable equipment vibration levels. During the construction of a building, the operation of construction equipment could cause groundborne vibration. The three main wave types of concern in the propagation of groundborne vibrations are surface or Rayleigh waves, compression or P-waves, and shear or S-waves.

- Surface or Rayleigh waves travel along the ground surface. They carry most of their energy along an expanding cylindrical wave front, similar to the ripples produced by throwing a rock into a lake. The

particle motion is more or less perpendicular to the direction of propagation (known as retrograde elliptical).

- Compression or P-waves are body waves that carry their energy along an expanding spherical wave front. The particle motion in these waves is longitudinal, in a push-pull motion. P-waves are analogous to airborne sound waves.
- Shear or S-waves are also body waves, carrying their energy along an expanding spherical wave front. Unlike P-waves, however, the particle motion is transverse, or perpendicular to the direction of propagation.

The peak particle velocity (PPV) or the root mean square (RMS) velocity is usually used to describe vibration amplitudes. PPV is defined as the maximum instantaneous peak of the vibration signal and RMS is defined as the square root of the average of the squared amplitude of the signal. PPV is more appropriate for evaluating potential building damage, whereas RMS is typically more suitable for evaluating human response.

The units for PPV and RMS velocity are normally inches per second (in/sec). Often, vibration is presented and discussed in dB units to compress the range of numbers required to describe the vibration. All PPV and RMS velocity are in in/sec and all vibration levels in this study are in dB relative to 1 micro-inch per second (abbreviated as VdB). The threshold of perception is approximately 65 VdB. Typically groundborne vibration generated by manmade activities attenuates rapidly with distance from the source of the vibration. Manmade vibration problems are usually confined to short distances (500 feet or less) from the source.

Construction generally includes a wide range of activities that can generate groundborne vibration. In general, demolition of structures generates the highest vibrations. Vibratory compactors or rollers, pile drivers, and pavement breakers can generate perceptible amounts of vibration at distances within 200 feet of the vibration sources. Heavy trucks can also generate groundborne vibrations that vary, depending on vehicle type, weight, and pavement conditions. Potholes, pavement joints, discontinuities, differential settlement of pavement, etc., all increase the vibration levels from vehicles passing over a road surface. Construction vibration is normally of greater concern than vibration of normal traffic on streets and freeways with smooth pavement conditions. Trains generate substantial quantities of vibration due to their engines, steel wheels, and heavy loads.

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2. Noise Regulatory Environment

To limit exposure of people to intrusive and physically and/or psychologically damaging noise levels, the federal government, the State of California, some county governments, and most municipalities in the state have established standards and ordinances to control noise. The proposed project site is within the City of Industry and in near proximity to the unincorporated communities of Avocado Heights to the north and North Whittier to the south. The pertinent federal and local regulations regarding noise and vibration are discussed below.

2.1 FEDERAL

2.1.1 Noise

The federal government regulates occupational noise exposure common in the workplace through the Occupational Health and Safety Administration (OSHA) under the U.S. Environmental Protection Agency (EPA). Noise exposure of this type is dependent on work conditions and is addressed through a facility's Health and Safety Plan. The construction of the project would be subject to these OSHA limitations and all workers would receive appropriate training, hearing protection, and breaks, accordingly, ensuring that they are not exposed to harmful noise levels. Similarly, once operational, noise in the workplace would be subject to OSHA limitations.

The U.S. Department of Housing and Urban Development (HUD) has set a goal of 45 dBA Ldn as a desirable maximum interior standard for residential units developed under HUD funding. This level is also generally accepted within the State of California. While HUD does not specify acceptable exterior noise levels, standard construction of residential dwellings constructed under Code of Federal Regulations, Title 24 standards typically provide 20 dBA of attenuation with the windows closed. Based on this premise, the exterior Ldn should not exceed 65 dBA.

2.1.2 Vibration

The human reaction to various levels of vibration varies from person to persons and is highly subjective. Table 3 shows the level at which vibration becomes perceptible based on various types of land uses that are sensitive to vibration.

Table 3 Vibration Perceptibility

Land Use Category	Max L _v (VdB) ¹	Description
Workshop	90	Distinctly felt vibration. Appropriate to workshops and non-sensitive areas
Office	84	Felt vibration. Appropriate to offices and non-sensitive areas.
Residential – Daytime	78	Barely felt vibration. Adequate for computer equipment.
Residential – Nighttime	72	Vibration not felt, but groundborne noise may be audible inside quiet rooms.

Source: FTA 2006.

¹ As measured in 1/3 octave bands of frequency over the frequency ranges of 8 to 80 Hz.

In addition to the vibration standards for human annoyance, the FTA also has vibration standards for architectural damage, as shown in Table 4. Architectural damage is possible when the peak particle velocity (PPV) exceeds 0.2 inch per second. This criterion is the threshold at which there is a risk of damage to residential buildings. For structures of reinforced concrete, steel, or timber, architectural damage is possible when the PPV exceeds 0.5 inch per second.

Table 4 Groundborne Vibration Impact Criteria, Architectural Damage

Building Category	PPV (inches per second) ¹	VdB
I. Reinforced concrete, steel, or timber (no plaster)	0.5	102
II. Engineered concrete and masonry (no plaster)	0.3	98
III. Non-engineered timber and masonry buildings	0.2	94
IV. Buildings extremely susceptible to vibration damage	0.12	90

Source: FTA 2006.

¹ RMS velocity calculated from vibration level (VdB) using the reference of one micro-inch per second.

2.2 STATE OF CALIFORNIA

The California Office of Noise Control has set acceptable noise limits for sensitive uses. Sensitive-type land uses, such as homes and schools, are “normally acceptable” in exterior noise environments up to 65 dBA CNEL and “conditionally acceptable” in areas up to 70 dBA CNEL. A “conditionally acceptable” designation implies that new construction or development should be undertaken only after a detailed analysis of the noise reduction requirements for each land use type is made and needed noise insulation features are incorporated in the design. By comparison, a “normally acceptable” designation indicates that standard construction can occur with no special noise reduction requirements.

Applicable interior standards for new multi-family dwellings are governed by Title 24 of the California Code of Regulations (California Building Standards Code). These standards require that acoustical studies be performed prior to construction in areas that exceed 60 dBA Ldn. Such studies are required to establish measures that will limit interior noise to no more than 45 dBA Ldn and this level has been applied to many communities in California.

2.3 LOCAL

2.3.1 County of Los Angeles Standards

The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08 (Noise Control). Pursuant to the County Code, the county restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time.

Stationary Sources of Noise

The County of Los Angeles noise and vibration regulation is provided within Title 12, Chapter 12.08, of the County Code. Table 5 identifies the maximum permissible noise limits generated by stationary sources of noise at noise zones within the County. Pursuant to the Noise Ordinance, the County restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time. The standards are applied to non-transportation fans, blowers, pumps, turbines, saws, engines, and other like machinery. These standards do not gauge the compatibility of developments in the noise environment, but provide restrictions on the amount and duration of noise generated at a property, as measured at the property line of the noise receptor. The County's Noise Ordinance is designed to protect people from objectionable non-transportation noise sources such as music, machinery, pumps, and heating, ventilation and air conditioning (HVAC) systems.

Table 5 County of Los Angeles Community Noise Criteria

Noise Zone	Time Period	Exterior Noise Limits (dBA)				
		Standard 1	Standard 2	Standard 3	Standard 4	Standard 5
		L ₅₀	L ₂₅	L _{8.3}	L _{1.7}	L _{max}
Noise Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code Section 12.08.390

Notes:

- If the measured ambient level differs from that permissible within any of the noise limit categories above, the allowable noise exposure standard shall reflect the ambient noise level.
- If the measurement location is on a boundary property between two different zones, the exterior noise standard shall be the arithmetic mean of the exterior noise levels, except when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the receptor property.
- For any source of sound which emits a pure tone or impulsive noise, the maximum permissible noise levels shall be reduced by five decibels.

- Standard No. 1 shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable L₅₀ noise level shown above; or, if the ambient L₅₀ exceeds the foregoing level, then the ambient L₅₀ becomes the exterior noise level for Standard No. 1.

- Standard No. 2 shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable L_{50} noise level shown above plus 5dB; or, if the ambient L_{25} exceeds the foregoing level, then the ambient L_{25} becomes the exterior noise level for Standard No. 2.
- Standard No. 3 shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable L_{50} noise level shown above plus 10dB; or, if the ambient L_8 exceeds the foregoing level, then the ambient L_8 becomes exterior noise level for Standard No. 3.
- Standard No. 4 shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable L_{50} noise level shown above plus 15dB; or, if the ambient L_2 exceeds the foregoing level, then the ambient L_2 becomes the exterior noise level for Standard No. 4.
- Standard No. 5 shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable L_{50} noise level shown above plus 20dB; or, if the ambient L_0 exceeds the foregoing level then the ambient L_{max} becomes the exterior noise level for Standard No. 5.

Construction Noise

The County also regulates construction noise through the County Code sections 12.08.440 and 12.12.030. Pursuant to section 12.08.440, the County prohibits the operation of tools or equipment used in construction between weekday hours of 7:00 PM and 7:00 AM, or at any time on Sundays or holidays, such that the sound creates a noise disturbance across a residential or commercial real-property line. For these tools, the County also sets maximum noise limits for long-term construction operation as shown in Table 6. However, the County permits noise levels to exceed these limits if the activity, operation, or noise source cannot be feasibly be done in a manner that would comply with these conditions. In addition, the County prohibits construction activities that involve excavating/earth moving activities between weekday hours of 8:00 PM and 6:30 AM, or at any time on Sundays or holidays that makes loud noises that disturb persons occupying sleeping quarters in a place of residence.

Table 6 Maximum Construction Noise for Stationary Equipment Operating for Periods 10 Days or More

Time Period	Single-Family Residential	Multi-Family Residential	Semi-residential/ Commercial
Daily, except Sundays and legal holidays, 7:00 AM to 8:00 PM	60 dBA	65 dBA	70dBA
Daily, 8:00 PM to 7:00 AM and all day Sunday and legal holidays	50 dBA	55 dBA	60 dBA

Source: County of Los Angeles Municipal Code Section 12.08.440 for repetitively scheduled and relatively long-term operation (periods of 10 days or more) of stationary equipment.

Vibration

The County of Los Angeles Municipal Code, Section 12.08.560, prohibits the operation of any device that creates vibration that is above 0.01 in/sec at or beyond the property boundary of the source, if on private property, or at 150 feet from the source, if on a public space or public right-of-way. This criterion will be utilized to evaluate vibration-annoyance impacts from industrial uses to nearby sensitive receptors.

2.3.2 City of Industry Standards

Industry Noise Standards

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Industry addresses public nuisances under Chapter 1.30 (Public Nuisance) of the City's Municipal Code. The City of Industry has not adopted long-term noise and vibration criteria for land use compatibility consideration. The City of Industry uses the County of Los Angeles Noise Ordinance and Community Noise Guidelines for environmental noise assessments, and is included by reference in the City of Industry Municipal Code. For the purpose of CEQA analysis for projects in the City, the noise standards contained in the County's noise ordinance (as presented above) are used as significance thresholds for noise.

Industry Vibration Standards

The City of Industry does not have regulatory standards for construction or operational vibration sources. To evaluate project impacts for CEQA analyses, the City relies on the Los Angeles County Municipal Code to address vibration impacts from the operation of equipment to adjacent uses.

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Appendix D.1 Traffic Count Sheets

Appendix

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City of Industry
 N/S: Crossroads Parkway South
 E/W: State Route 60 Eastbound Ramps
 Weather: Clear

File Name : CIDCR60EAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

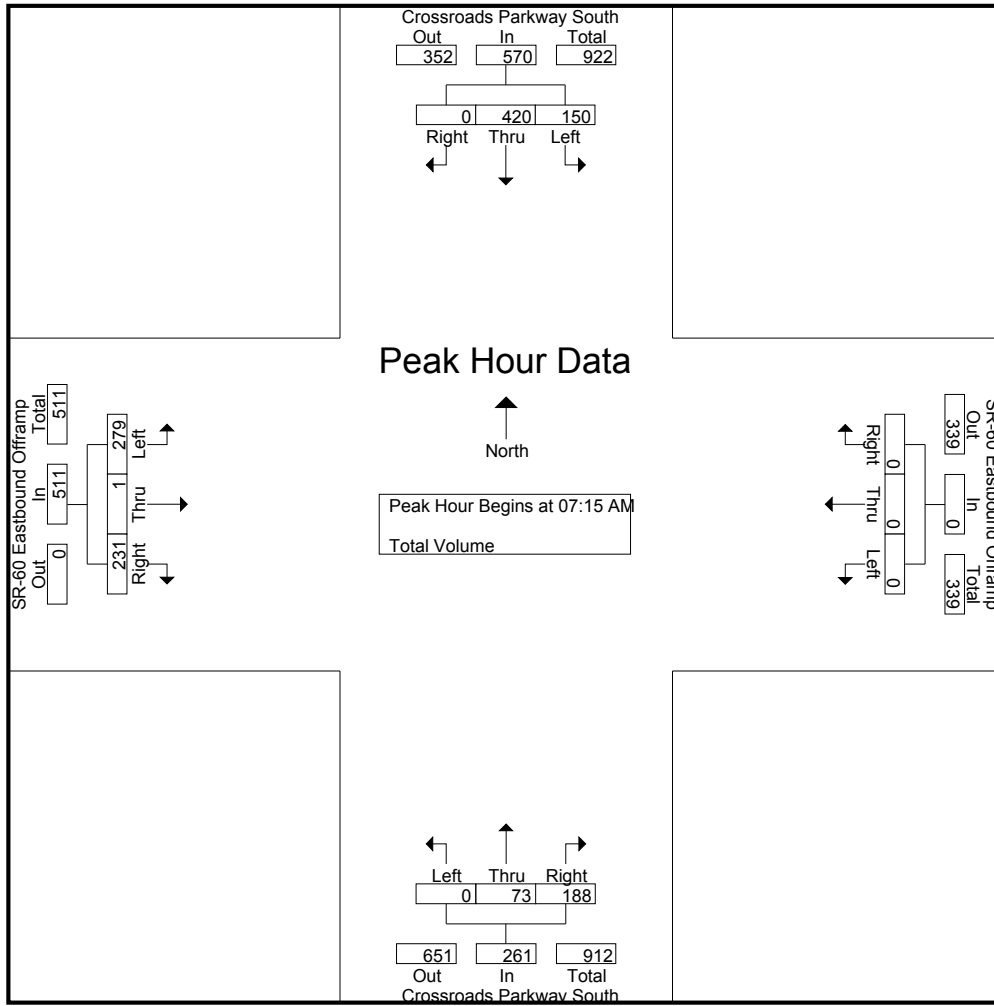
Groups Printed- Total Volume

Start Time	Crossroads Parkway South Southbound				SR-60 Eastbound Onramp Westbound				Crossroads Parkway South Northbound				SR-60 Eastbound Offramp Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	51	112	0	163	0	0	0	0	0	22	31	53	44	0	60	104	320
07:15 AM	59	92	0	151	0	0	0	0	0	11	53	64	54	0	65	119	334
07:30 AM	36	105	0	141	0	0	0	0	0	13	42	55	56	0	54	110	306
07:45 AM	31	136	0	167	0	0	0	0	0	22	37	59	86	0	39	125	351
Total	177	445	0	622	0	0	0	0	0	68	163	231	240	0	218	458	1311
08:00 AM	24	87	0	111	0	0	0	0	0	27	56	83	83	1	73	157	351
08:15 AM	24	79	0	103	0	0	0	0	0	21	45	66	73	1	47	121	290
08:30 AM	41	100	0	141	0	0	0	0	0	30	32	62	77	0	61	138	341
08:45 AM	30	76	0	106	0	0	0	0	0	33	47	80	61	1	54	116	302
Total	119	342	0	461	0	0	0	0	0	111	180	291	294	3	235	532	1284
Grand Total	296	787	0	1083	0	0	0	0	0	179	343	522	534	3	453	990	2595
Apprch %	27.3	72.7	0		0	0	0		0	34.3	65.7		53.9	0.3	45.8		
Total %	11.4	30.3	0	41.7	0	0	0	0	0	6.9	13.2	20.1	20.6	0.1	17.5	38.2	

Start Time	Crossroads Parkway South Southbound				SR-60 Eastbound Onramp Westbound				Crossroads Parkway South Northbound				SR-60 Eastbound Offramp Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	59	92	0	151	0	0	0	0	0	11	53	64	54	0	65	119	334
07:30 AM	36	105	0	141	0	0	0	0	0	13	42	55	56	0	54	110	306
07:45 AM	31	136	0	167	0	0	0	0	0	22	37	59	86	0	39	125	351
08:00 AM	24	87	0	111	0	0	0	0	0	27	56	83	83	1	73	157	351
Total Volume	150	420	0	570	0	0	0	0	0	73	188	261	279	1	231	511	1342
% App. Total	26.3	73.7	0		0	0	0		0	28	72		54.6	0.2	45.2		
PHF	.636	.772	.000	.853	.000	.000	.000	.000	.000	.676	.839	.786	.811	.250	.791	.814	.956

City of Industry
 N/S: Crossroads Parkway South
 E/W: State Route 60 Eastbound Ramps
 Weather: Clear

File Name : CIDCR60EAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:00 AM				07:00 AM				08:00 AM				07:45 AM			
+0 mins.	51	112	0	163	0	0	0	0	0	27	56	83	86	0	39	125
+15 mins.	59	92	0	151	0	0	0	0	0	21	45	66	83	1	73	157
+30 mins.	36	105	0	141	0	0	0	0	0	30	32	62	73	1	47	121
+45 mins.	31	136	0	167	0	0	0	0	0	33	47	80	77	0	61	138
Total Volume	177	445	0	622	0	0	0	0	0	111	180	291	319	2	220	541
% App. Total	28.5	71.5	0		0	0	0	0	0	38.1	61.9		59	0.4	40.7	
PHF	.750	.818	.000	.931	.000	.000	.000	.000	.000	.841	.804	.877	.927	.500	.753	.861

City of Industry
 N/S: Crossroads Parkway South
 E/W: State Route 60 Eastbound Ramps
 Weather: Clear

File Name : CIDCR60EPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

Groups Printed- Total Volume

Start Time	Crossroads Parkway South Southbound				SR-60 Eastbound Onramp Westbound				Crossroads Parkway South Northbound				SR-60 Eastbound Offramp Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	65	65	0	130	0	0	0	0	0	32	112	144	30	0	23	53	327
04:15 PM	48	52	0	100	0	0	0	0	0	27	103	130	47	0	23	70	300
04:30 PM	63	56	0	119	0	0	0	0	0	32	100	132	49	0	24	73	324
04:45 PM	55	51	0	106	0	0	0	0	0	26	93	119	47	1	12	60	285
Total	231	224	0	455	0	0	0	0	0	117	408	525	173	1	82	256	1236
05:00 PM	91	68	0	159	0	0	0	0	0	24	91	115	41	1	16	58	332
05:15 PM	59	64	0	123	0	0	0	0	0	27	105	132	45	0	25	70	325
05:30 PM	62	75	0	137	0	0	0	0	0	36	128	164	49	0	16	65	366
05:45 PM	45	65	0	110	0	0	0	0	0	26	108	134	45	2	15	62	306
Total	257	272	0	529	0	0	0	0	0	113	432	545	180	3	72	255	1329
Grand Total	488	496	0	984	0	0	0	0	0	230	840	1070	353	4	154	511	2565
Apprch %	49.6	50.4	0		0	0	0		0	21.5	78.5		69.1	0.8	30.1		
Total %	19	19.3	0	38.4	0	0	0	0	0	9	32.7	41.7	13.8	0.2	6	19.9	

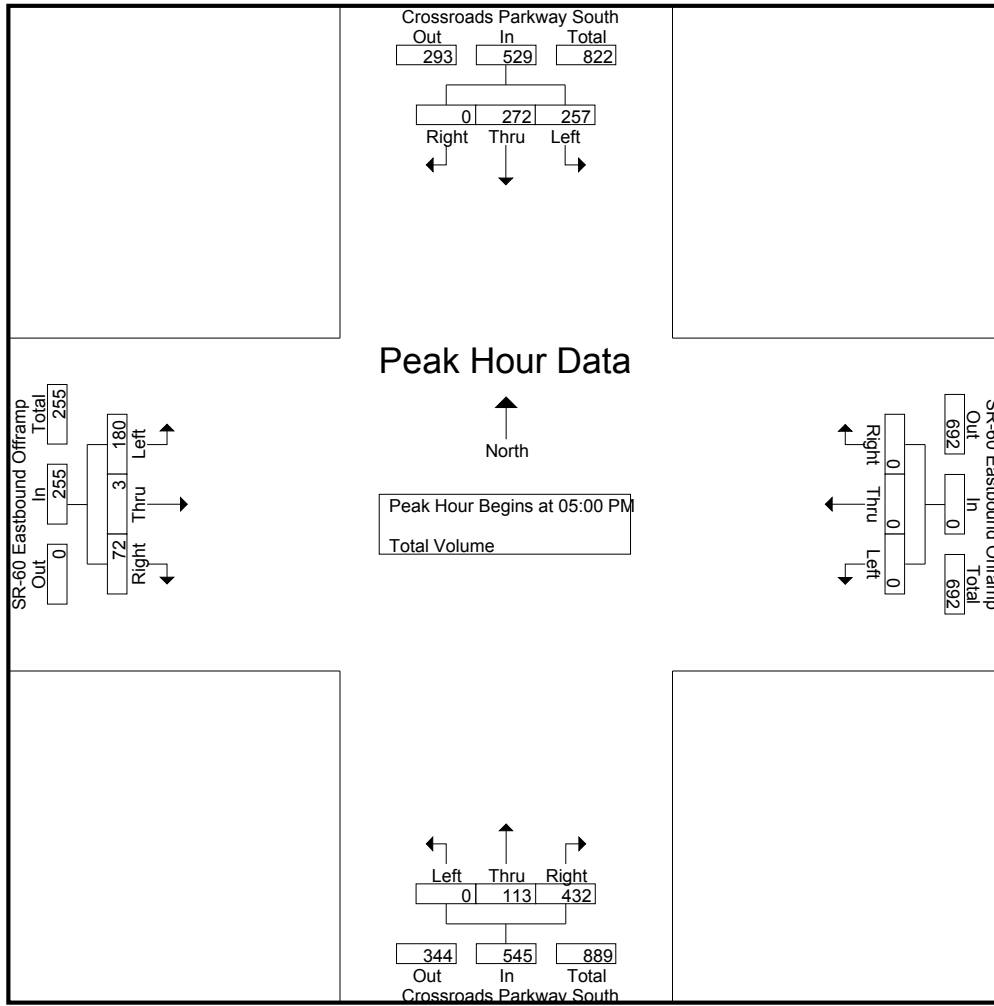
Start Time	Crossroads Parkway South Southbound				SR-60 Eastbound Onramp Westbound				Crossroads Parkway South Northbound				SR-60 Eastbound Offramp Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
05:00 PM	91	68	0	159	0	0	0	0	0	24	91	115	41	1	16	58	332
05:15 PM	59	64	0	123	0	0	0	0	0	27	105	132	45	0	25	70	325
05:30 PM	62	75	0	137	0	0	0	0	0	36	128	164	49	0	16	65	366
05:45 PM	45	65	0	110	0	0	0	0	0	26	108	134	45	2	15	62	306
Total Volume	257	272	0	529	0	0	0	0	0	113	432	545	180	3	72	255	1329
% App. Total	48.6	51.4	0		0	0	0		0	20.7	79.3		70.6	1.2	28.2		
PHF	.706	.907	.000	.832	.000	.000	.000	.000	.000	.785	.844	.831	.918	.375	.720	.911	.908

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 05:00 PM

City of Industry
 N/S: Crossroads Parkway South
 E/W: State Route 60 Eastbound Ramps
 Weather: Clear

File Name : CIDCR60EPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	05:00 PM				04:00 PM				05:00 PM				04:15 PM			
+0 mins.	91	68	0	159	0	0	0	0	0	24	91	115	47	0	23	70
+15 mins.	59	64	0	123	0	0	0	0	0	27	105	132	49	0	24	73
+30 mins.	62	75	0	137	0	0	0	0	0	36	128	164	47	1	12	60
+45 mins.	45	65	0	110	0	0	0	0	0	26	108	134	41	1	16	58
Total Volume	257	272	0	529	0	0	0	0	0	113	432	545	184	2	75	261
% App. Total	48.6	51.4	0		0	0	0	0	0	20.7	79.3		70.5	0.8	28.7	
PHF	.706	.907	.000	.832	.000	.000	.000	.000	.000	.785	.844	.831	.939	.500	.781	.894

City of Industry
 N/S: Crossroads Parkway
 E/W: State Route 60 Westbound Ramps
 Weather: Clear

File Name : CIDCR60WAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

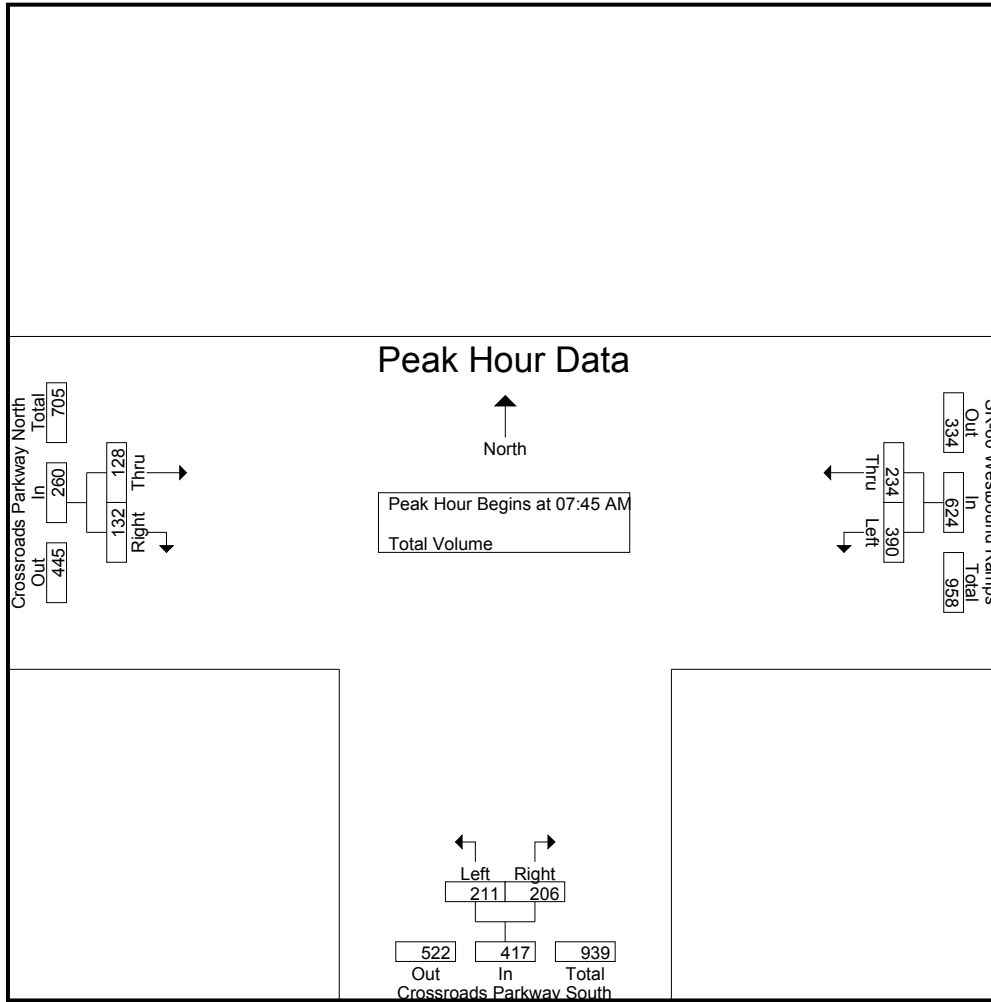
Groups Printed- Total Volume

Start Time	SR-60 Westbound Ramps Westbound			Crossroads Parkway South Northbound			Crossroads Parkway North Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
07:00 AM	109	49	158	30	36	66	34	54	88	312
07:15 AM	92	34	126	34	31	65	28	59	87	278
07:30 AM	94	43	137	36	33	69	38	47	85	291
07:45 AM	134	52	186	51	57	108	35	33	68	362
Total	429	178	607	151	157	308	135	193	328	1243
08:00 AM	85	51	136	52	57	109	33	26	59	304
08:15 AM	74	54	128	48	46	94	35	29	64	286
08:30 AM	97	77	174	60	46	106	25	44	69	349
08:45 AM	74	51	125	41	53	94	36	32	68	287
Total	330	233	563	201	202	403	129	131	260	1226
Grand Total	759	411	1170	352	359	711	264	324	588	2469
Apprch %	64.9	35.1		49.5	50.5		44.9	55.1		
Total %	30.7	16.6	47.4	14.3	14.5	28.8	10.7	13.1	23.8	

Start Time	SR-60 Westbound Ramps Westbound			Crossroads Parkway South Northbound			Crossroads Parkway North Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	134	52	186	51	57	108	35	33	68	362
08:00 AM	85	51	136	52	57	109	33	26	59	304
08:15 AM	74	54	128	48	46	94	35	29	64	286
08:30 AM	97	77	174	60	46	106	25	44	69	349
Total Volume	390	234	624	211	206	417	128	132	260	1301
% App. Total	62.5	37.5		50.6	49.4		49.2	50.8		
PHF	.728	.760	.839	.879	.904	.956	.914	.750	.942	.898

City of Industry
 N/S: Crossroads Parkway
 E/W: State Route 60 Westbound Ramps
 Weather: Clear

File Name : CIDCR60WAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:45 AM			07:45 AM			07:00 AM		
+0 mins.	134	52	186	51	57	108	34	54	88
+15 mins.	85	51	136	52	57	109	28	59	87
+30 mins.	74	54	128	48	46	94	38	47	85
+45 mins.	97	77	174	60	46	106	35	33	68
Total Volume	390	234	624	211	206	417	135	193	328
% App. Total	62.5	37.5		50.6	49.4		41.2	58.8	
PHF	.728	.760	.839	.879	.904	.956	.888	.818	.932

City of Industry
 N/S: Crossroads Parkway
 E/W: State Route 60 Westbound Ramps
 Weather: Clear

File Name : CIDCR60WPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

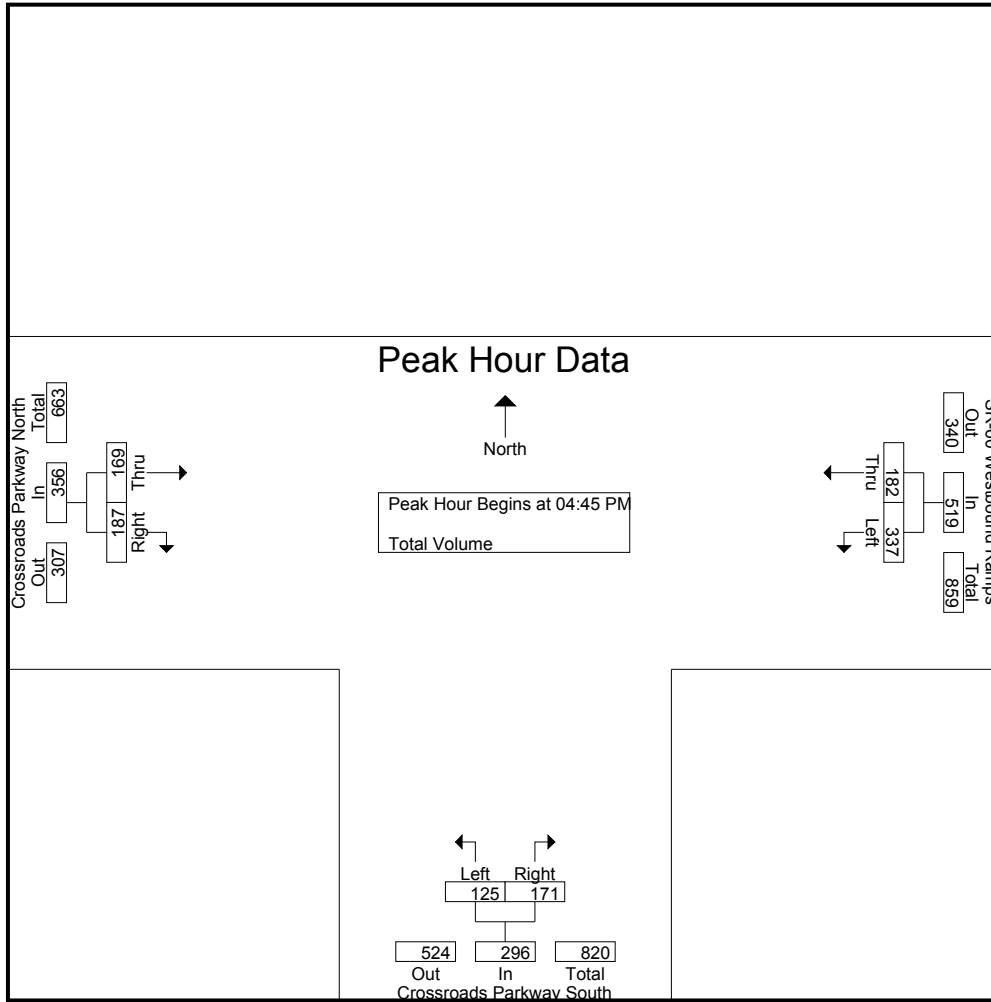
Groups Printed- Total Volume

Start Time	SR-60 Westbound Ramps Westbound			Crossroads Parkway South Northbound			Crossroads Parkway North Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
04:00 PM	83	39	122	18	48	66	44	46	90	278
04:15 PM	78	39	117	30	38	68	27	27	54	239
04:30 PM	65	37	102	38	41	79	34	55	89	270
04:45 PM	61	45	106	34	43	77	41	42	83	266
Total	287	160	447	120	170	290	146	170	316	1053
05:00 PM	86	47	133	27	41	68	45	63	108	309
05:15 PM	94	48	142	28	36	64	37	44	81	287
05:30 PM	96	42	138	36	51	87	46	38	84	309
05:45 PM	77	51	128	27	47	74	28	27	55	257
Total	353	188	541	118	175	293	156	172	328	1162
Grand Total	640	348	988	238	345	583	302	342	644	2215
Apprch %	64.8	35.2		40.8	59.2		46.9	53.1		
Total %	28.9	15.7	44.6	10.7	15.6	26.3	13.6	15.4	29.1	

Start Time	SR-60 Westbound Ramps Westbound			Crossroads Parkway South Northbound			Crossroads Parkway North Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	61	45	106	34	43	77	41	42	83	266
05:00 PM	86	47	133	27	41	68	45	63	108	309
05:15 PM	94	48	142	28	36	64	37	44	81	287
05:30 PM	96	42	138	36	51	87	46	38	84	309
Total Volume	337	182	519	125	171	296	169	187	356	1171
% App. Total	64.9	35.1		42.2	57.8		47.5	52.5		
PHF	.878	.948	.914	.868	.838	.851	.918	.742	.824	.947

City of Industry
 N/S: Crossroads Parkway
 E/W: State Route 60 Westbound Ramps
 Weather: Clear

File Name : CIDCR60WPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	05:00 PM			04:45 PM			04:30 PM		
+0 mins.	86	47	133	34	43	77	34	55	89
+15 mins.	94	48	142	27	41	68	41	42	83
+30 mins.	96	42	138	28	36	64	45	63	108
+45 mins.	77	51	128	36	51	87	37	44	81
Total Volume	353	188	541	125	171	296	157	204	361
% App. Total	65.2	34.8		42.2	57.8		43.5	56.5	
PHF	.919	.922	.952	.868	.838	.851	.872	.810	.836

City of Industry
 N/S: Peck Road
 E/W: Workman Mill Road
 Weather: Clear

File Name : CIDPEWOAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

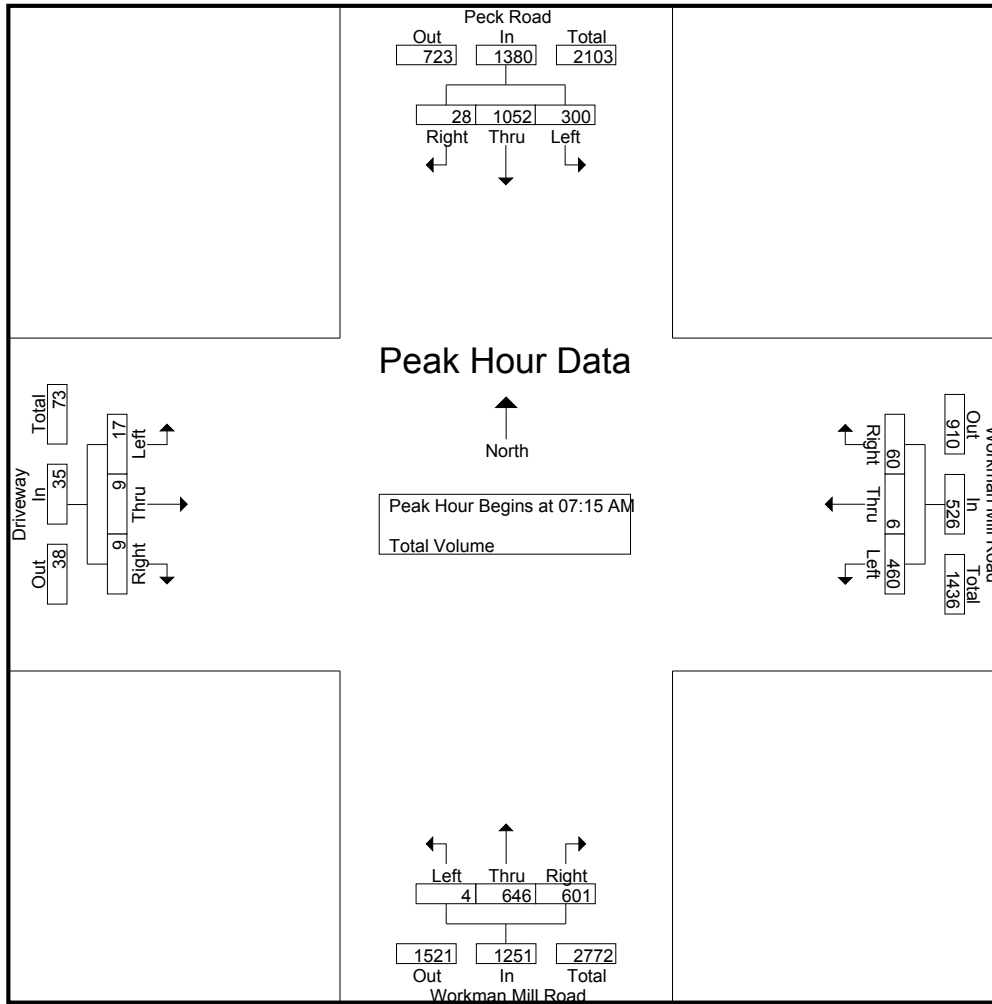
Groups Printed- Total Volume

Start Time	Peck Road Southbound				Workman Mill Road Westbound				Workman Mill Road Northbound				Driveway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	43	167	4	214	102	1	19	122	0	110	93	203	1	0	0	1	540
07:15 AM	60	250	4	314	113	1	10	124	1	142	126	269	0	4	0	4	711
07:30 AM	83	273	6	362	101	1	11	113	0	157	165	322	4	1	3	8	805
07:45 AM	97	294	11	402	136	2	15	153	0	151	177	328	8	3	3	14	897
Total	283	984	25	1292	452	5	55	512	1	560	561	1122	13	8	6	27	2953
08:00 AM	60	235	7	302	110	2	24	136	3	196	133	332	5	1	3	9	779
08:15 AM	39	193	5	237	79	2	24	105	3	125	91	219	9	1	5	15	576
08:30 AM	42	195	4	241	98	1	21	120	0	90	69	159	8	2	2	12	532
08:45 AM	44	204	5	253	86	1	12	99	2	95	84	181	8	2	4	14	547
Total	185	827	21	1033	373	6	81	460	8	506	377	891	30	6	14	50	2434
Grand Total	468	1811	46	2325	825	11	136	972	9	1066	938	2013	43	14	20	77	5387
Apprch %	20.1	77.9	2		84.9	1.1	14		0.4	53	46.6		55.8	18.2	26		
Total %	8.7	33.6	0.9	43.2	15.3	0.2	2.5	18	0.2	19.8	17.4	37.4	0.8	0.3	0.4	1.4	

Start Time	Peck Road Southbound				Workman Mill Road Westbound				Workman Mill Road Northbound				Driveway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	60	250	4	314	113	1	10	124	1	142	126	269	0	4	0	4	711
07:30 AM	83	273	6	362	101	1	11	113	0	157	165	322	4	1	3	8	805
07:45 AM	97	294	11	402	136	2	15	153	0	151	177	328	8	3	3	14	897
08:00 AM	60	235	7	302	110	2	24	136	3	196	133	332	5	1	3	9	779
Total Volume	300	1052	28	1380	460	6	60	526	4	646	601	1251	17	9	9	35	3192
% App. Total	21.7	76.2	2		87.5	1.1	11.4		0.3	51.6	48		48.6	25.7	25.7		
PHF	.773	.895	.636	.858	.846	.750	.625	.859	.333	.824	.849	.942	.531	.563	.750	.625	.890

City of Industry
 N/S: Peck Road
 E/W: Workman Mill Road
 Weather: Clear

File Name : CIDPEWOAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:15 AM				07:15 AM				07:15 AM				07:45 AM			
+0 mins.	60	250	4	314	113	1	10	124	1	142	126	269	8	3	3	14
+15 mins.	83	273	6	362	101	1	11	113	0	157	165	322	5	1	3	9
+30 mins.	97	294	11	402	136	2	15	153	0	151	177	328	9	1	5	15
+45 mins.	60	235	7	302	110	2	24	136	3	196	133	332	8	2	2	12
Total Volume	300	1052	28	1380	460	6	60	526	4	646	601	1251	30	7	13	50
% App. Total	21.7	76.2	2		87.5	1.1	11.4		0.3	51.6	48		60	14	26	
PHF	.773	.895	.636	.858	.846	.750	.625	.859	.333	.824	.849	.942	.833	.583	.650	.833

City of Industry
 N/S: Peck Road
 E/W: Workman Mill Road
 Weather: Clear

File Name : CIDPEWOPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

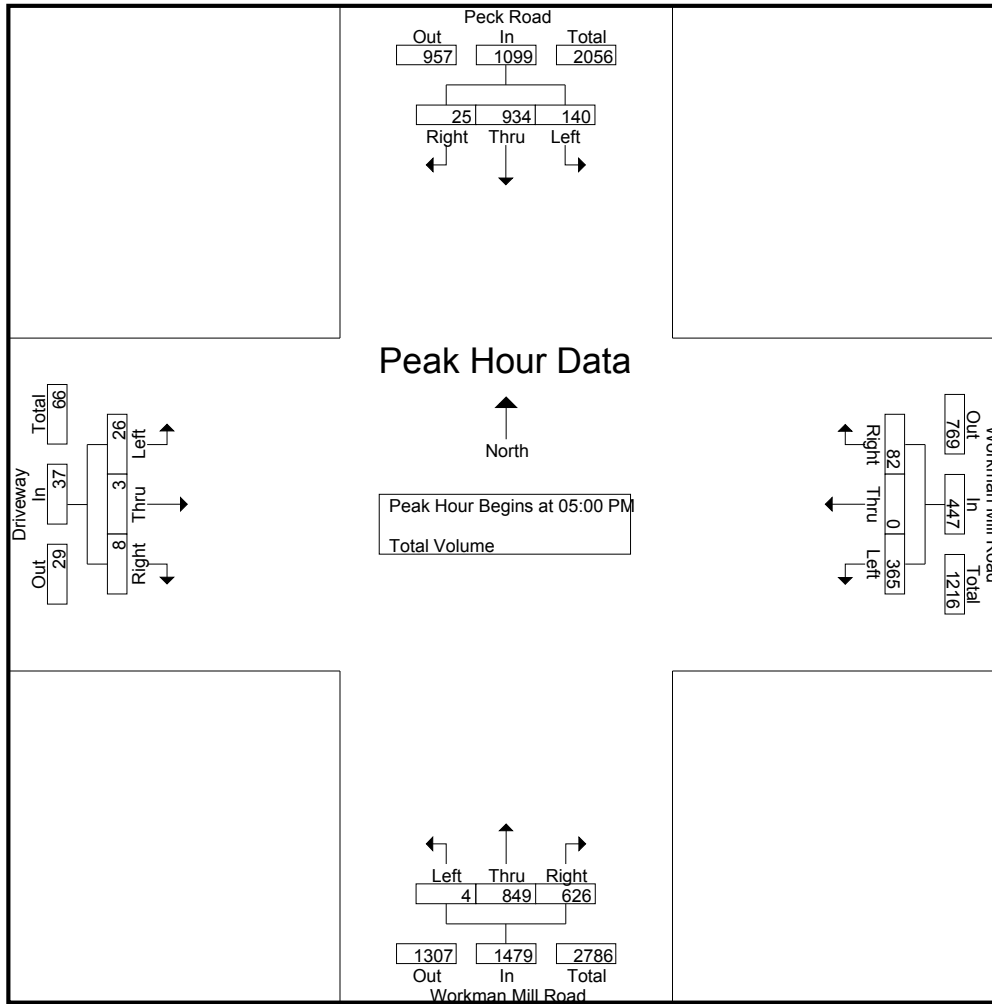
Groups Printed- Total Volume

Start Time	Peck Road Southbound				Workman Mill Road Westbound				Workman Mill Road Northbound				Driveway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	20	192	10	222	83	3	33	119	2	213	146	361	4	2	5	11	713
04:15 PM	20	181	6	207	58	1	14	73	2	177	125	304	7	3	4	14	598
04:30 PM	19	161	4	184	80	2	18	100	3	213	146	362	3	2	3	8	654
04:45 PM	33	174	7	214	60	0	12	72	6	185	148	339	6	0	3	9	634
Total	92	708	27	827	281	6	77	364	13	788	565	1366	20	7	15	42	2599
05:00 PM	43	193	7	243	96	0	22	118	0	209	143	352	7	2	4	13	726
05:15 PM	32	253	7	292	99	0	25	124	1	234	153	388	9	1	2	12	816
05:30 PM	36	250	3	289	90	0	16	106	0	204	158	362	5	0	0	5	762
05:45 PM	29	238	8	275	80	0	19	99	3	202	172	377	5	0	2	7	758
Total	140	934	25	1099	365	0	82	447	4	849	626	1479	26	3	8	37	3062
Grand Total	232	1642	52	1926	646	6	159	811	17	1637	1191	2845	46	10	23	79	5661
Apprch %	12	85.3	2.7		79.7	0.7	19.6		0.6	57.5	41.9		58.2	12.7	29.1		
Total %	4.1	29	0.9	34	11.4	0.1	2.8	14.3	0.3	28.9	21	50.3	0.8	0.2	0.4	1.4	

Start Time	Peck Road Southbound				Workman Mill Road Westbound				Workman Mill Road Northbound				Driveway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	43	193	7	243	96	0	22	118	0	209	143	352	7	2	4	13	726
05:15 PM	32	253	7	292	99	0	25	124	1	234	153	388	9	1	2	12	816
05:30 PM	36	250	3	289	90	0	16	106	0	204	158	362	5	0	0	5	762
05:45 PM	29	238	8	275	80	0	19	99	3	202	172	377	5	0	2	7	758
Total Volume	140	934	25	1099	365	0	82	447	4	849	626	1479	26	3	8	37	3062
% App. Total	12.7	85	2.3		81.7	0	18.3		0.3	57.4	42.3		70.3	8.1	21.6		
PHF	.814	.923	.781	.941	.922	.000	.820	.901	.333	.907	.910	.953	.722	.375	.500	.712	.938

City of Industry
 N/S: Peck Road
 E/W: Workman Mill Road
 Weather: Clear

File Name : CIDPEWOPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	05:00 PM				05:00 PM				05:00 PM				04:15 PM			
+0 mins.	43	193	7	243	96	0	22	118	0	209	143	352	7	3	4	14
+15 mins.	32	253	7	292	99	0	25	124	1	234	153	388	3	2	3	8
+30 mins.	36	250	3	289	90	0	16	106	0	204	158	362	6	0	3	9
+45 mins.	29	238	8	275	80	0	19	99	3	202	172	377	7	2	4	13
Total Volume	140	934	25	1099	365	0	82	447	4	849	626	1479	23	7	14	44
% App. Total	12.7	85	2.3		81.7	0	18.3		0.3	57.4	42.3		52.3	15.9	31.8	
PHF	.814	.923	.781	.941	.922	.000	.820	.901	.333	.907	.910	.953	.821	.583	.875	.786

City of Industry
 N/S: Workman Mill Road
 E/W: Crossroads Parkway South
 Weather: Clear

File Name : CIDWOCRAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

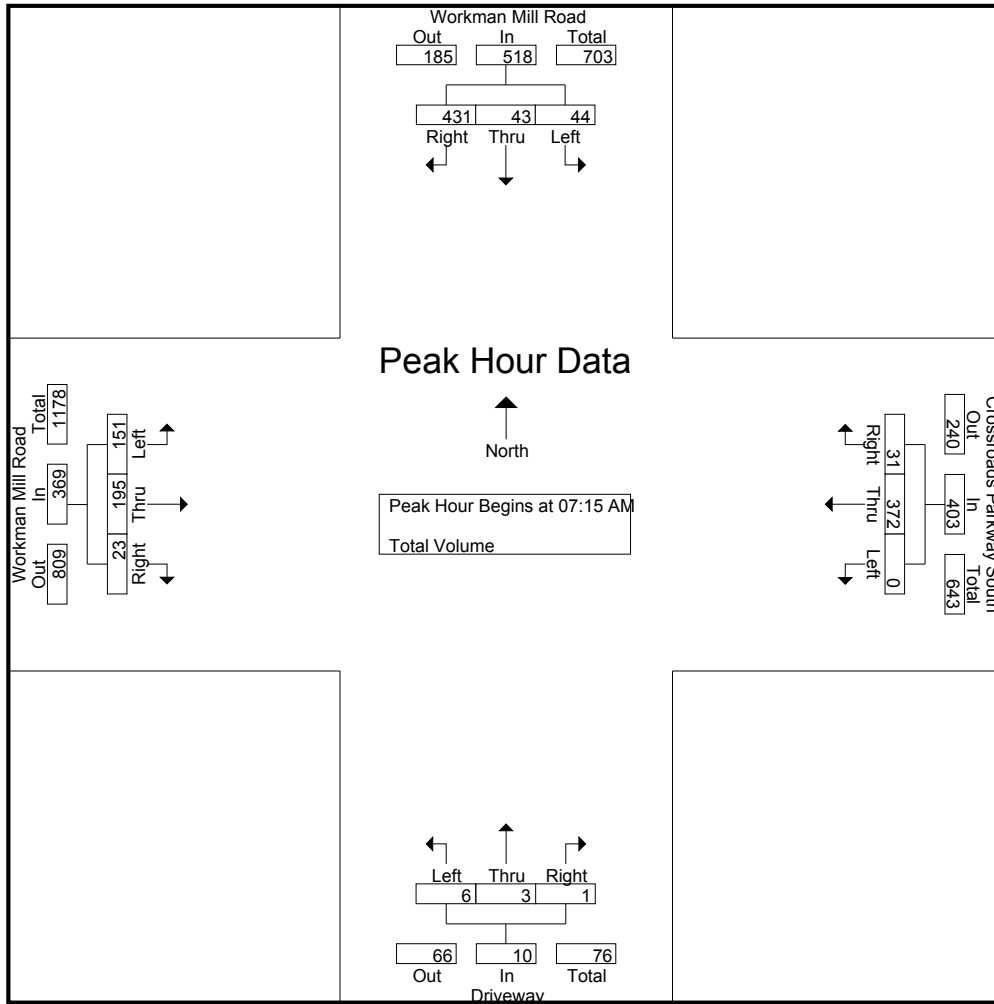
Groups Printed- Total Volume

Start Time	Workman Mill Road Southbound				Crossroads Parkway South Westbound				Driveway Northbound				Workman Mill Road Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	16	12	68	96	0	81	5	86	1	1	0	2	18	40	3	61	245
07:15 AM	15	17	104	136	0	80	8	88	1	0	0	1	35	57	3	95	320
07:30 AM	8	10	120	138	0	91	6	97	2	0	0	2	33	45	8	86	323
07:45 AM	12	8	122	142	0	117	7	124	0	2	0	2	31	42	5	78	346
Total	51	47	414	512	0	369	26	395	4	3	0	7	117	184	19	320	1234
08:00 AM	9	8	85	102	0	84	10	94	3	1	1	5	52	51	7	110	311
08:15 AM	4	3	70	77	0	65	2	67	0	0	0	0	41	52	1	94	238
08:30 AM	5	3	69	77	0	97	12	109	0	1	0	1	19	42	1	62	249
08:45 AM	8	3	69	80	0	80	8	88	1	0	2	3	32	43	6	81	252
Total	26	17	293	336	0	326	32	358	4	2	3	9	144	188	15	347	1050
Grand Total	77	64	707	848	0	695	58	753	8	5	3	16	261	372	34	667	2284
Apprch %	9.1	7.5	83.4		0	92.3	7.7		50	31.2	18.8		39.1	55.8	5.1		
Total %	3.4	2.8	31	37.1	0	30.4	2.5	33	0.4	0.2	0.1	0.7	11.4	16.3	1.5	29.2	

Start Time	Workman Mill Road Southbound				Crossroads Parkway South Westbound				Driveway Northbound				Workman Mill Road Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	15	17	104	136	0	80	8	88	1	0	0	1	35	57	3	95	320
07:30 AM	8	10	120	138	0	91	6	97	2	0	0	2	33	45	8	86	323
07:45 AM	12	8	122	142	0	117	7	124	0	2	0	2	31	42	5	78	346
08:00 AM	9	8	85	102	0	84	10	94	3	1	1	5	52	51	7	110	311
Total Volume	44	43	431	518	0	372	31	403	6	3	1	10	151	195	23	369	1300
% App. Total	8.5	8.3	83.2		0	92.3	7.7		60	30	10		40.9	52.8	6.2		
PHF	.733	.632	.883	.912	.000	.795	.775	.813	.500	.375	.250	.500	.726	.855	.719	.839	.939

City of Industry
 N/S: Workman Mill Road
 E/W: Crossroads Parkway South
 Weather: Clear

File Name : CIDWOCRAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:15 AM				07:15 AM				07:15 AM				07:15 AM			
+0 mins.	15	17	104	136	0	80	8	88	1	0	0	1	35	57	3	95
+15 mins.	8	10	120	138	0	91	6	97	2	0	0	2	33	45	8	86
+30 mins.	12	8	122	142	0	117	7	124	0	2	0	2	31	42	5	78
+45 mins.	9	8	85	102	0	84	10	94	3	1	1	5	52	51	7	110
Total Volume	44	43	431	518	0	372	31	403	6	3	1	10	151	195	23	369
% App. Total	8.5	8.3	83.2		0	92.3	7.7		60	30	10		40.9	52.8	6.2	
PHF	.733	.632	.883	.912	.000	.795	.775	.813	.500	.375	.250	.500	.726	.855	.719	.839

City of Industry
 N/S: Workman Mill Road
 E/W: Crossroads Parkway South
 Weather: Clear

File Name : CIDWOCRPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

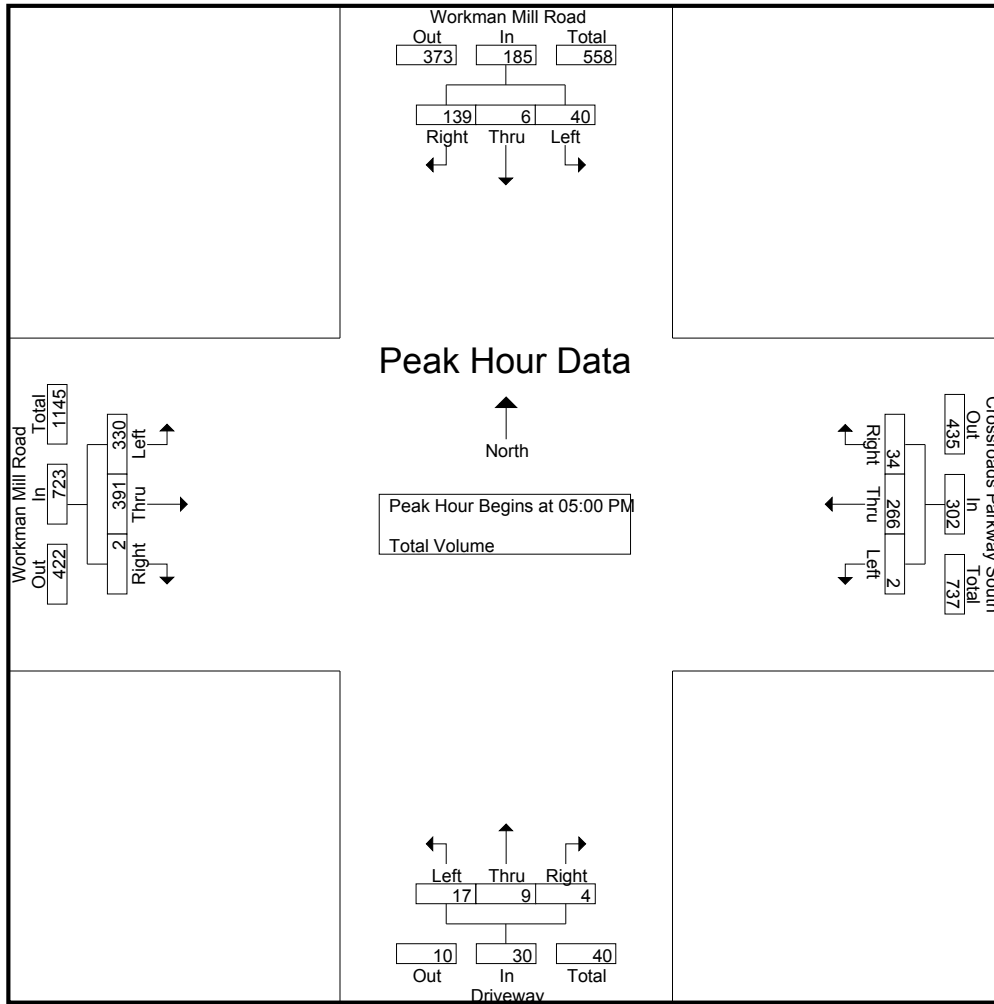
Groups Printed- Total Volume

Start Time	Workman Mill Road Southbound				Crossroads Parkway South Westbound				Driveway Northbound				Workman Mill Road Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	8	4	26	38	0	49	7	56	20	9	4	33	54	114	0	168	295
04:15 PM	13	0	25	38	0	54	7	61	2	1	2	5	69	77	1	147	251
04:30 PM	10	0	40	50	0	63	7	70	3	4	0	7	72	96	2	170	297
04:45 PM	7	1	39	47	0	48	9	57	0	2	0	2	77	82	1	160	266
Total	38	5	130	173	0	214	30	244	25	16	6	47	272	369	4	645	1109
05:00 PM	14	2	43	59	0	66	8	74	1	1	0	2	83	87	0	170	305
05:15 PM	7	1	29	37	2	69	8	79	7	1	2	10	68	92	2	162	288
05:30 PM	8	0	37	45	0	67	8	75	3	2	0	5	86	112	0	198	323
05:45 PM	11	3	30	44	0	64	10	74	6	5	2	13	93	100	0	193	324
Total	40	6	139	185	2	266	34	302	17	9	4	30	330	391	2	723	1240
Grand Total	78	11	269	358	2	480	64	546	42	25	10	77	602	760	6	1368	2349
Apprch %	21.8	3.1	75.1		0.4	87.9	11.7		54.5	32.5	13		44	55.6	0.4		
Total %	3.3	0.5	11.5	15.2	0.1	20.4	2.7	23.2	1.8	1.1	0.4	3.3	25.6	32.4	0.3	58.2	

Start Time	Workman Mill Road Southbound				Crossroads Parkway South Westbound				Driveway Northbound				Workman Mill Road Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	14	2	43	59	0	66	8	74	1	1	0	2	83	87	0	170	305
05:15 PM	7	1	29	37	2	69	8	79	7	1	2	10	68	92	2	162	288
05:30 PM	8	0	37	45	0	67	8	75	3	2	0	5	86	112	0	198	323
05:45 PM	11	3	30	44	0	64	10	74	6	5	2	13	93	100	0	193	324
Total Volume	40	6	139	185	2	266	34	302	17	9	4	30	330	391	2	723	1240
% App. Total	21.6	3.2	75.1		0.7	88.1	11.3		56.7	30	13.3		45.6	54.1	0.3		
PHF	.714	.500	.808	.784	.250	.964	.850	.956	.607	.450	.500	.577	.887	.873	.250	.913	.957

City of Industry
 N/S: Workman Mill Road
 E/W: Crossroads Parkway South
 Weather: Clear

File Name : CIDWOCRPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:15 PM				05:00 PM				04:00 PM				05:00 PM			
+0 mins.	13	0	25	38	0	66	8	74	20	9	4	33	83	87	0	170
+15 mins.	10	0	40	50	2	69	8	79	2	1	2	5	68	92	2	162
+30 mins.	7	1	39	47	0	67	8	75	3	4	0	7	86	112	0	198
+45 mins.	14	2	43	59	0	64	10	74	0	2	0	2	93	100	0	193
Total Volume	44	3	147	194	2	266	34	302	25	16	6	47	330	391	2	723
% App. Total	22.7	1.5	75.8		0.7	88.1	11.3		53.2	34	12.8		45.6	54.1	0.3	
PHF	.786	.375	.855	.822	.250	.964	.850	.956	.313	.444	.375	.356	.887	.873	.250	.913

City of Industry
 N/S: Workman Mill Road
 E/W: Plessier Place
 Weather: Clear

File Name : CIDWOPEAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

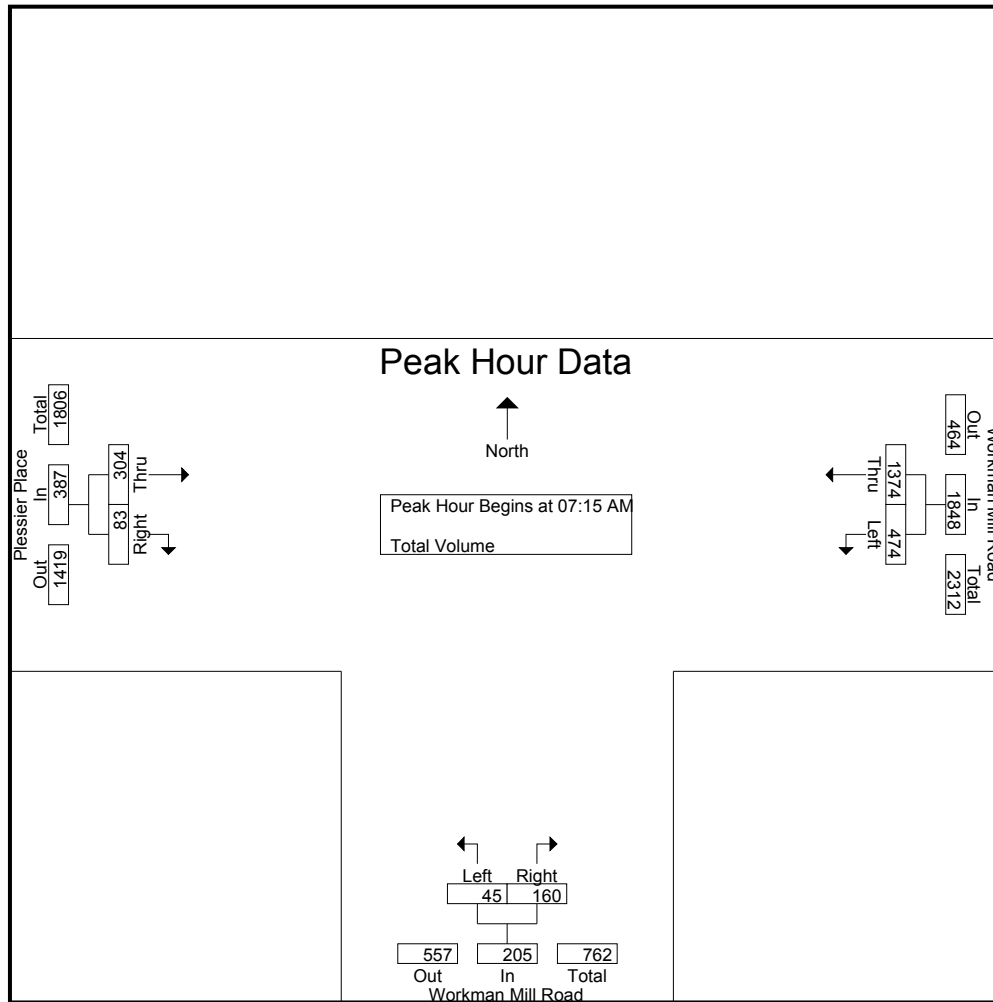
Groups Printed- Total Volume

Start Time	Workman Mill Road Westbound			Workman Mill Road Northbound			Plessier Place Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
07:00 AM	77	289	366	8	19	27	81	25	106	499
07:15 AM	110	335	445	11	37	48	63	30	93	586
07:30 AM	136	411	547	14	33	47	88	21	109	703
07:45 AM	128	362	490	8	38	46	79	15	94	630
Total	451	1397	1848	41	127	168	311	91	402	2418
08:00 AM	100	266	366	12	52	64	74	17	91	521
08:15 AM	71	271	342	6	36	42	80	24	104	488
08:30 AM	73	253	326	15	20	35	59	10	69	430
08:45 AM	67	202	269	14	32	46	54	16	70	385
Total	311	992	1303	47	140	187	267	67	334	1824
Grand Total	762	2389	3151	88	267	355	578	158	736	4242
Apprch %	24.2	75.8		24.8	75.2		78.5	21.5		
Total %	18	56.3	74.3	2.1	6.3	8.4	13.6	3.7	17.4	

Start Time	Workman Mill Road Westbound			Workman Mill Road Northbound			Plessier Place Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:15 AM										
07:15 AM	110	335	445	11	37	48	63	30	93	586
07:30 AM	136	411	547	14	33	47	88	21	109	703
07:45 AM	128	362	490	8	38	46	79	15	94	630
08:00 AM	100	266	366	12	52	64	74	17	91	521
Total Volume	474	1374	1848	45	160	205	304	83	387	2440
% App. Total	25.6	74.4		22	78		78.6	21.4		
PHF	.871	.836	.845	.804	.769	.801	.864	.692	.888	.868

City of Industry
 N/S: Workman Mill Road
 E/W: Plessier Place
 Weather: Clear

File Name : CIDWPEAM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:00 AM			07:15 AM			07:00 AM		
+0 mins.	77	289	366	11	37	48	81	25	106
+15 mins.	110	335	445	14	33	47	63	30	93
+30 mins.	136	411	547	8	38	46	88	21	109
+45 mins.	128	362	490	12	52	64	79	15	94
Total Volume	451	1397	1848	45	160	205	311	91	402
% App. Total	24.4	75.6		22	78		77.4	22.6	
PHF	.829	.850	.845	.804	.769	.801	.884	.758	.922

City of Industry
 N/S: Workman Mill Road
 E/W: Plessier Place
 Weather: Clear

File Name : CIDWPEPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 1

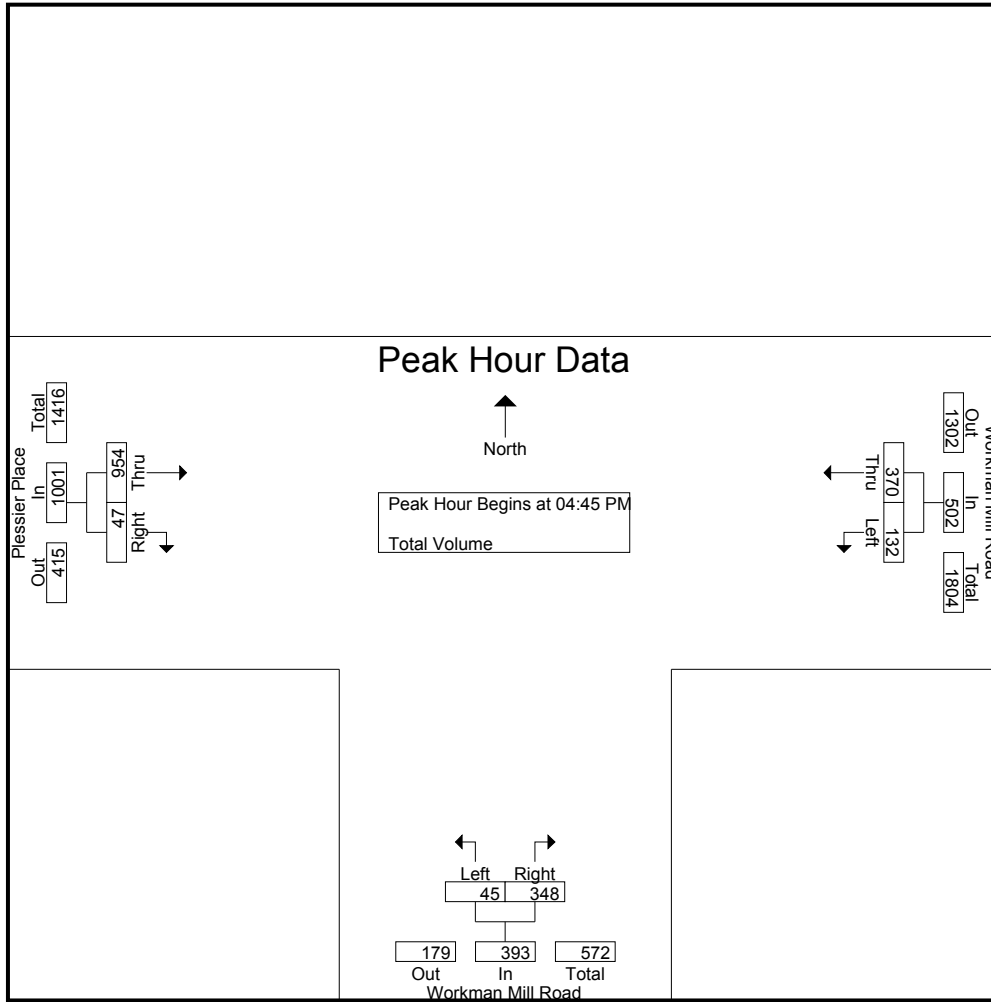
Groups Printed- Total Volume

Start Time	Workman Mill Road Westbound			Workman Mill Road Northbound			Plessier Place Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
04:00 PM	23	96	119	14	74	88	155	13	168	375
04:15 PM	33	82	115	11	71	82	196	11	207	404
04:30 PM	29	104	133	13	84	97	199	12	211	441
04:45 PM	41	86	127	12	88	100	227	8	235	462
Total	126	368	494	50	317	367	777	44	821	1682
05:00 PM	29	104	133	8	99	107	222	12	234	474
05:15 PM	30	80	110	14	67	81	261	10	271	462
05:30 PM	32	100	132	11	94	105	244	17	261	498
05:45 PM	33	83	116	9	94	103	226	11	237	456
Total	124	367	491	42	354	396	953	50	1003	1890
Grand Total	250	735	985	92	671	763	1730	94	1824	3572
Apprch %	25.4	74.6		12.1	87.9		94.8	5.2		
Total %	7	20.6	27.6	2.6	18.8	21.4	48.4	2.6	51.1	

Start Time	Workman Mill Road Westbound			Workman Mill Road Northbound			Plessier Place Eastbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	41	86	127	12	88	100	227	8	235	462
05:00 PM	29	104	133	8	99	107	222	12	234	474
05:15 PM	30	80	110	14	67	81	261	10	271	462
05:30 PM	32	100	132	11	94	105	244	17	261	498
Total Volume	132	370	502	45	348	393	954	47	1001	1896
% App. Total	26.3	73.7		11.5	88.5		95.3	4.7		
PHF	.805	.889	.944	.804	.879	.918	.914	.691	.923	.952

City of Industry
 N/S: Workman Mill Road
 E/W: Plessier Place
 Weather: Clear

File Name : CIDWPEPM
 Site Code : 99915468
 Start Date : 8/27/2015
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:15 PM			05:00 PM			05:00 PM		
+0 mins.	33	82	115	8	99	107	222	12	234
+15 mins.	29	104	133	14	67	81	261	10	271
+30 mins.	41	86	127	11	94	105	244	17	261
+45 mins.	29	104	133	9	94	103	226	11	237
Total Volume	132	376	508	42	354	396	953	50	1003
% App. Total	26	74		10.6	89.4		95	5	
PHF	.805	.904	.955	.750	.894	.925	.913	.735	.925

Appendix D.2 Intersection Volumes

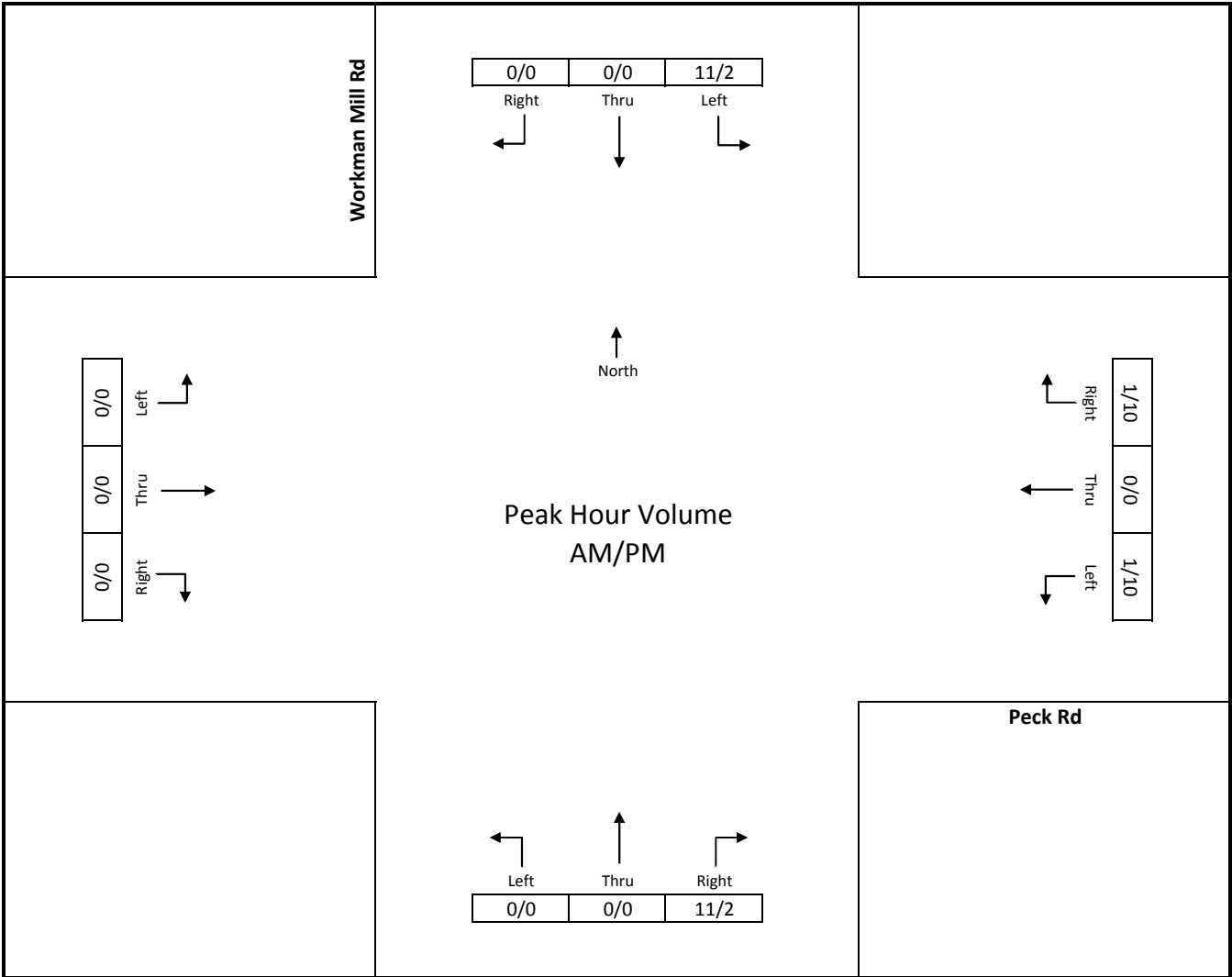
Appendix

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Project

AM and PM Peak Hour Intersection Volumes

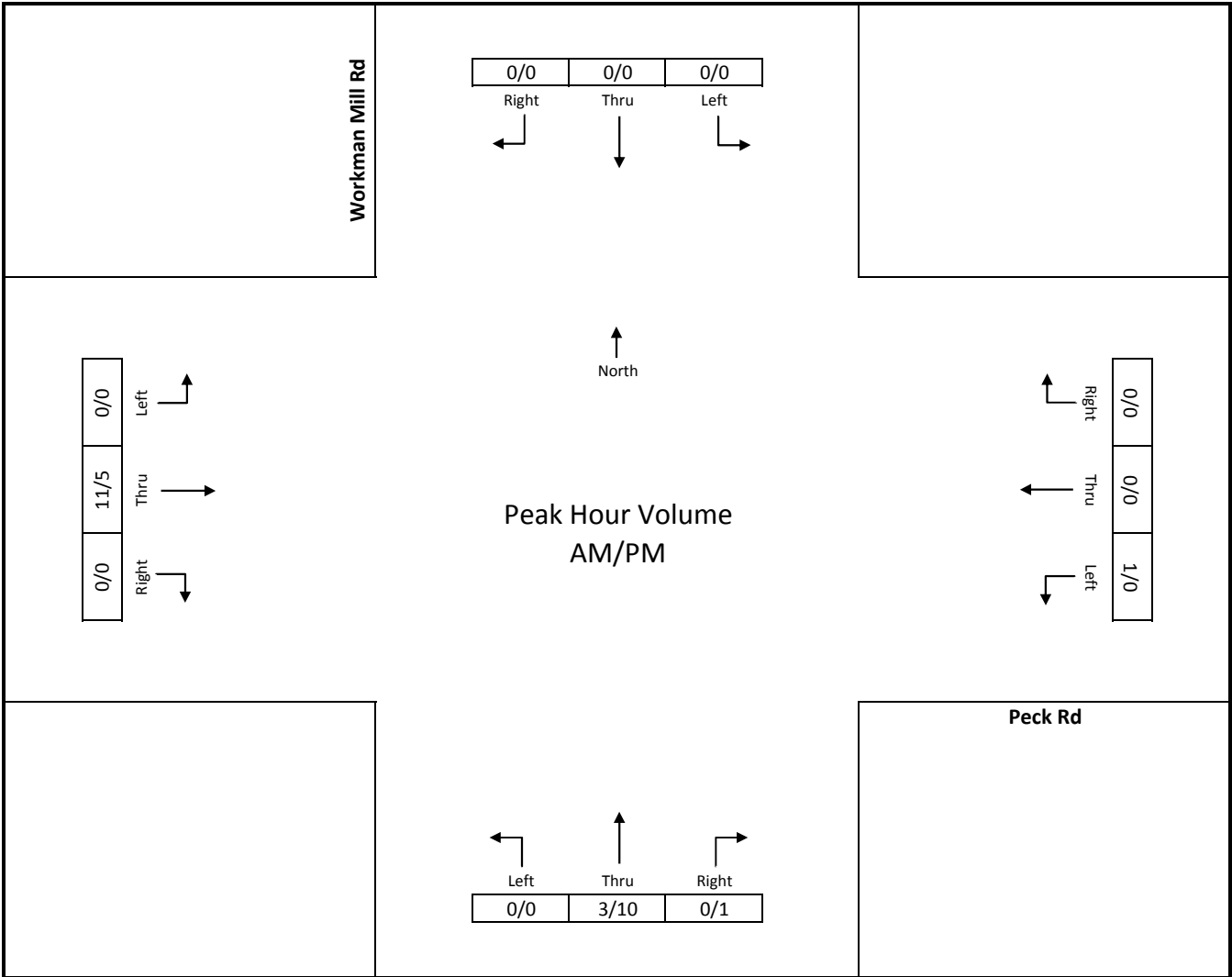
Workman Mill Rd & Peck Rd



Cumulative

AM and PM Peak Hour Intersection Volumes

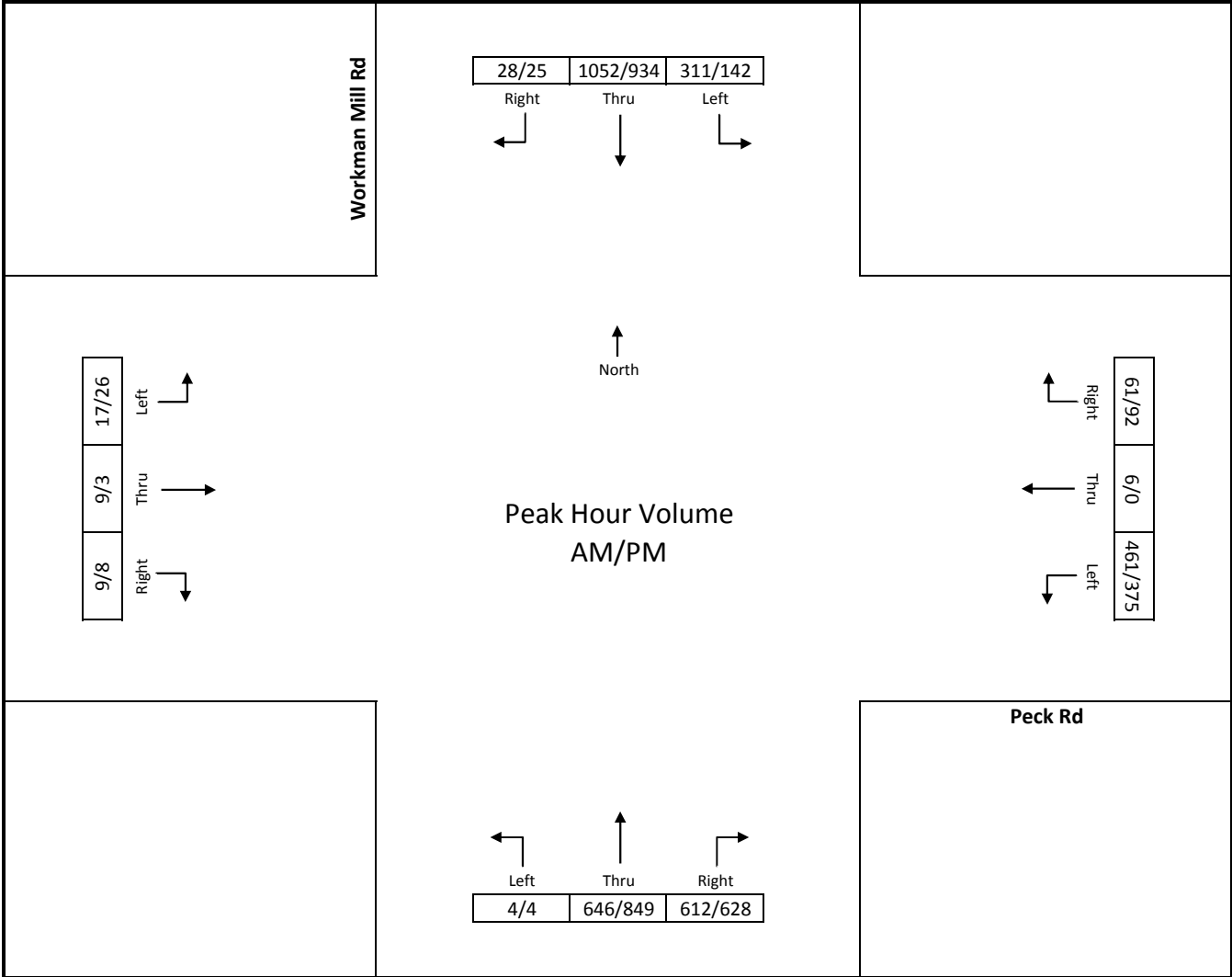
Workman Mill Rd & Peck Rd



Existing Plus Project

AM and PM Peak Hour Intersection Volumes

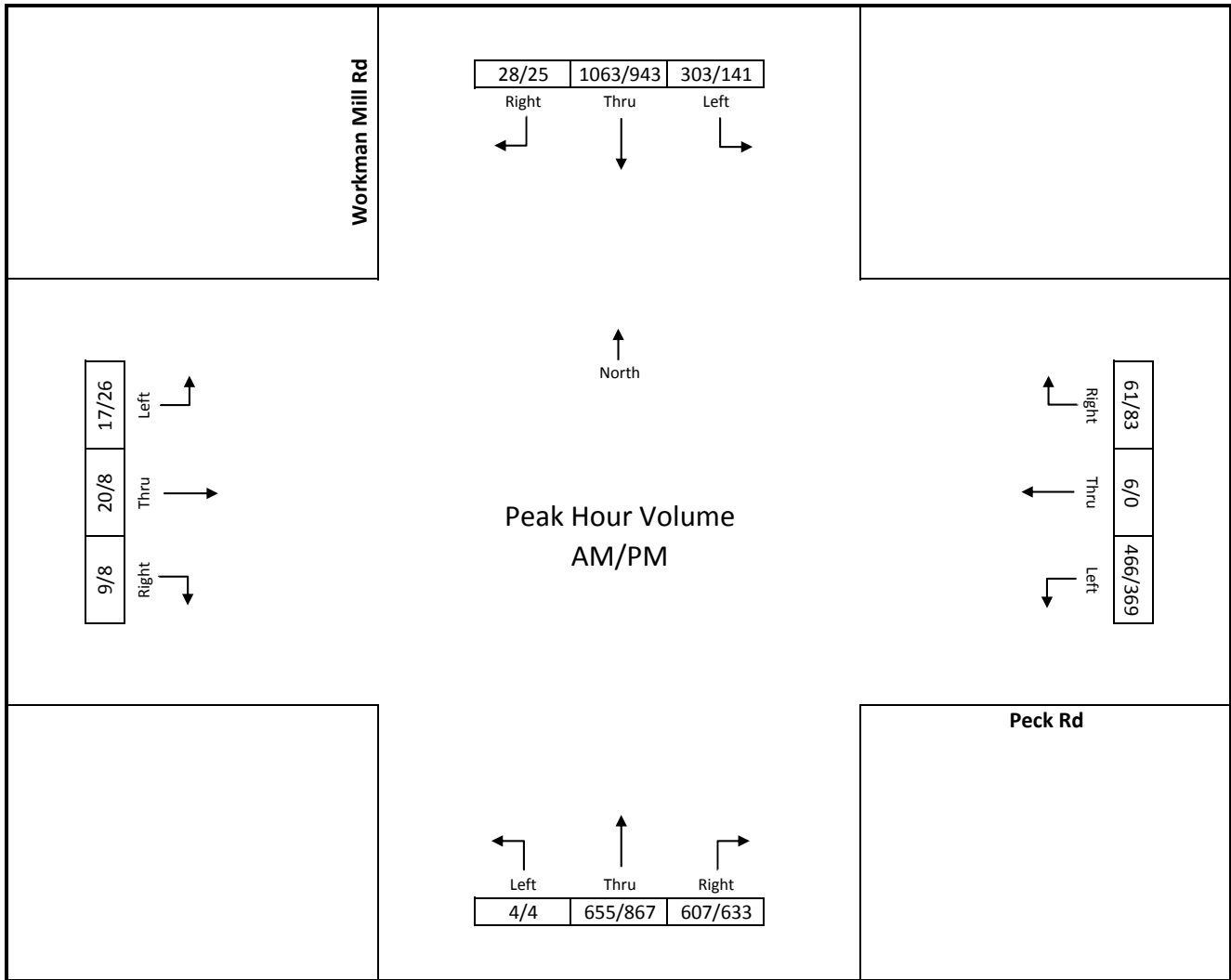
Workman Mill Rd & Peck Rd



2016 No Project

AM and PM Peak Hour Intersection Volumes

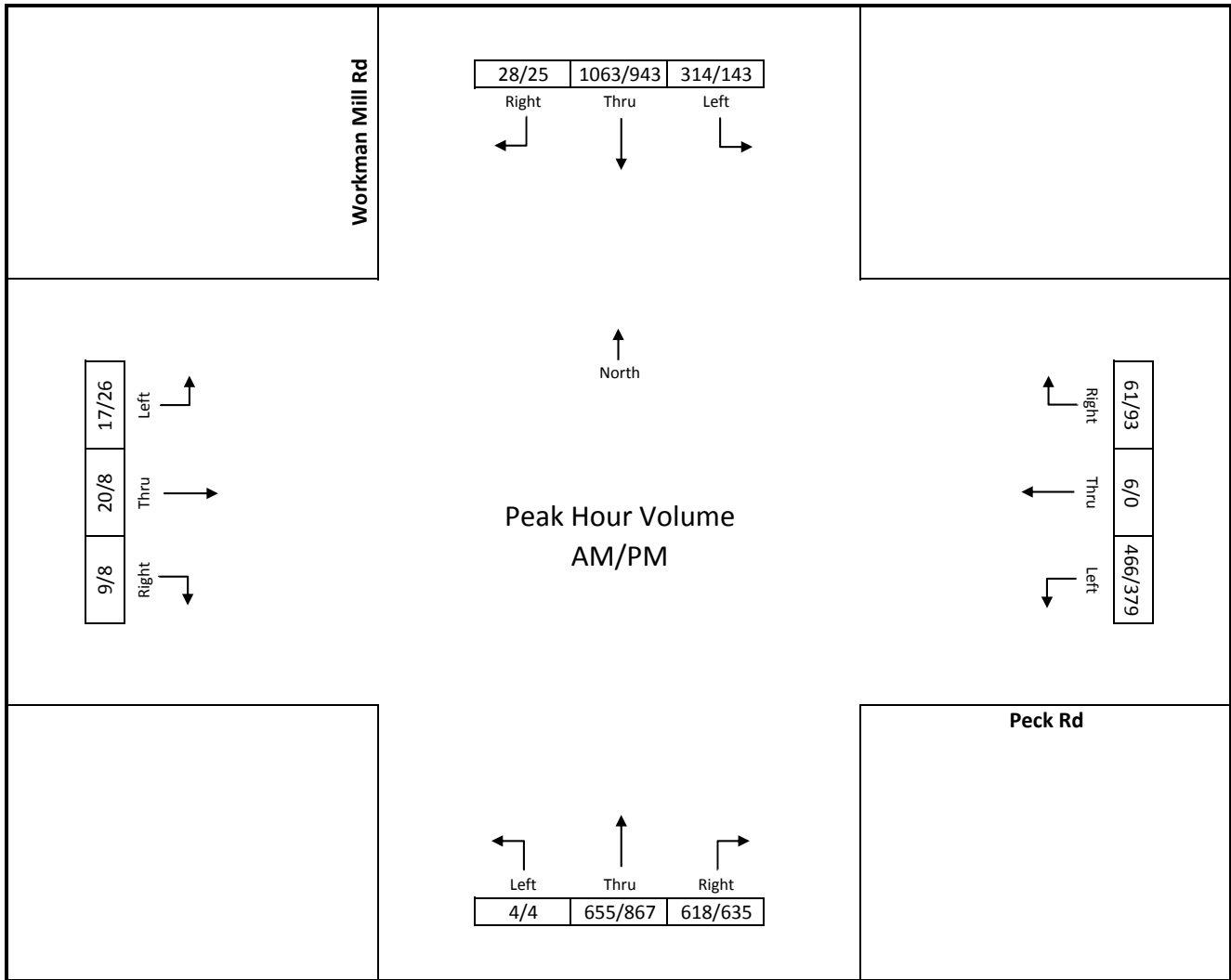
Workman Mill Rd & Peck Rd



2016 With Project

AM and PM Peak Hour Intersection Volumes

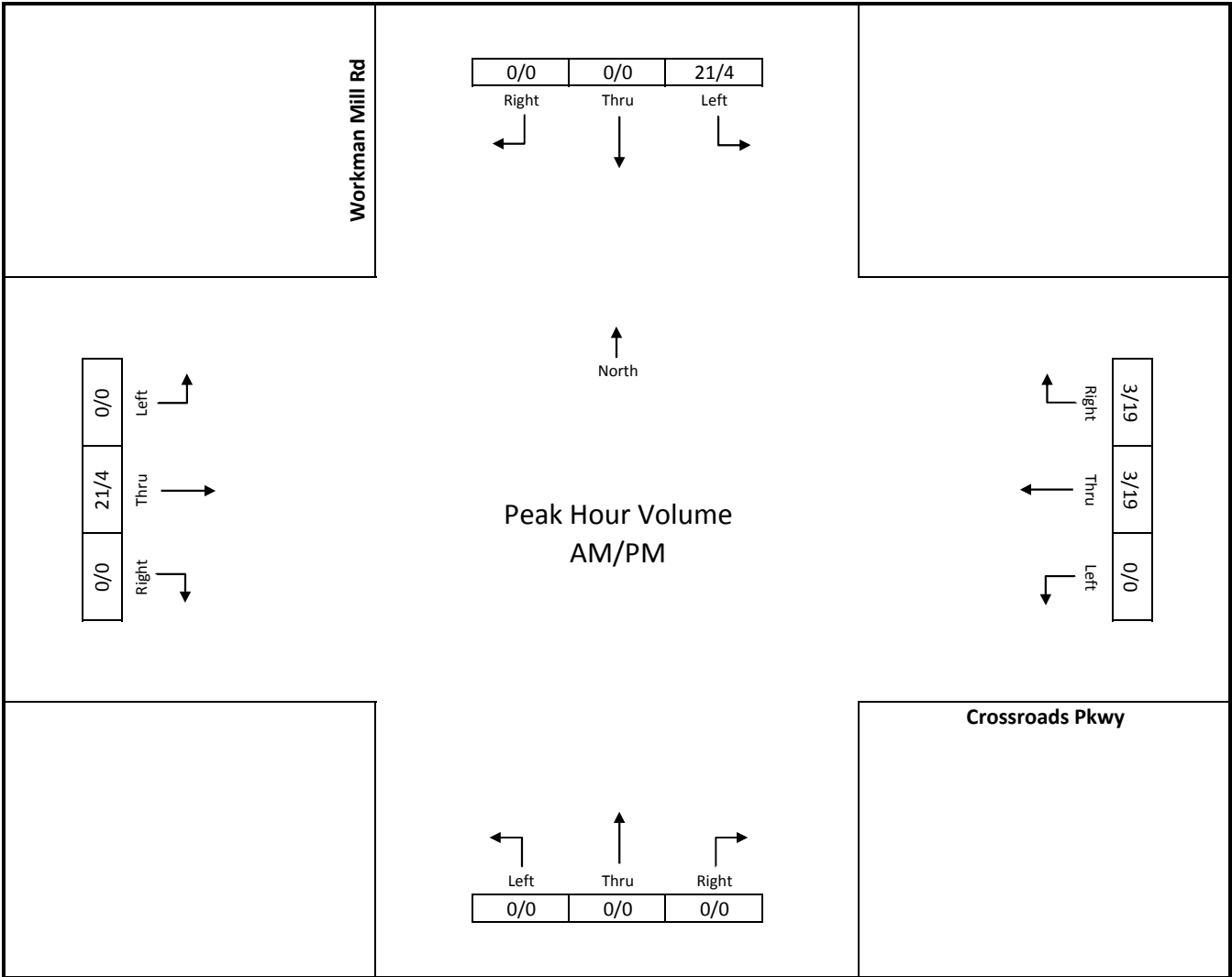
Workman Mill Rd & Peck Rd



Project

AM and PM Peak Hour Intersection Volumes

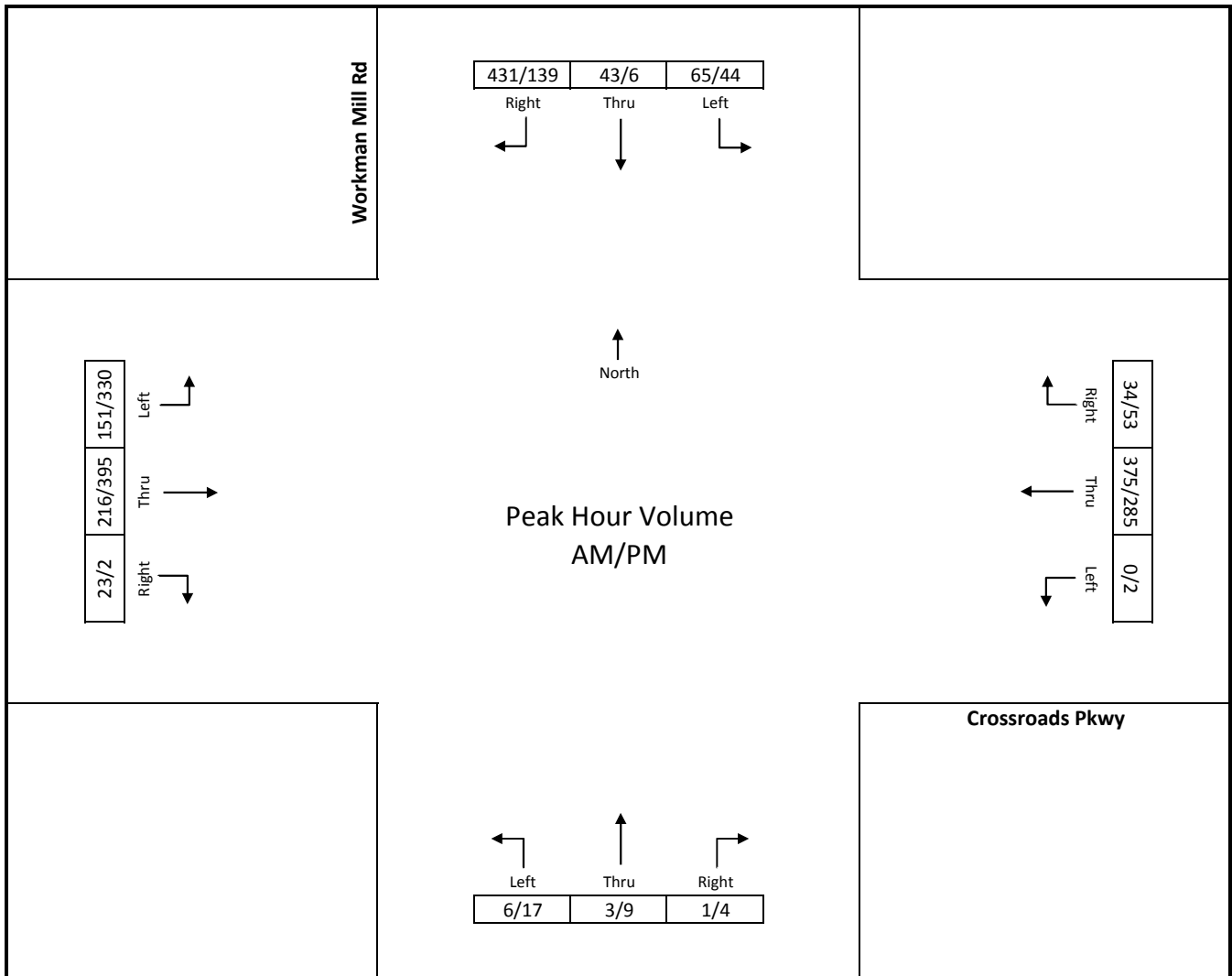
Workman Mill Rd & Crossroads Pkwy



Existing Plus Project

AM and PM Peak Hour Intersection Volumes

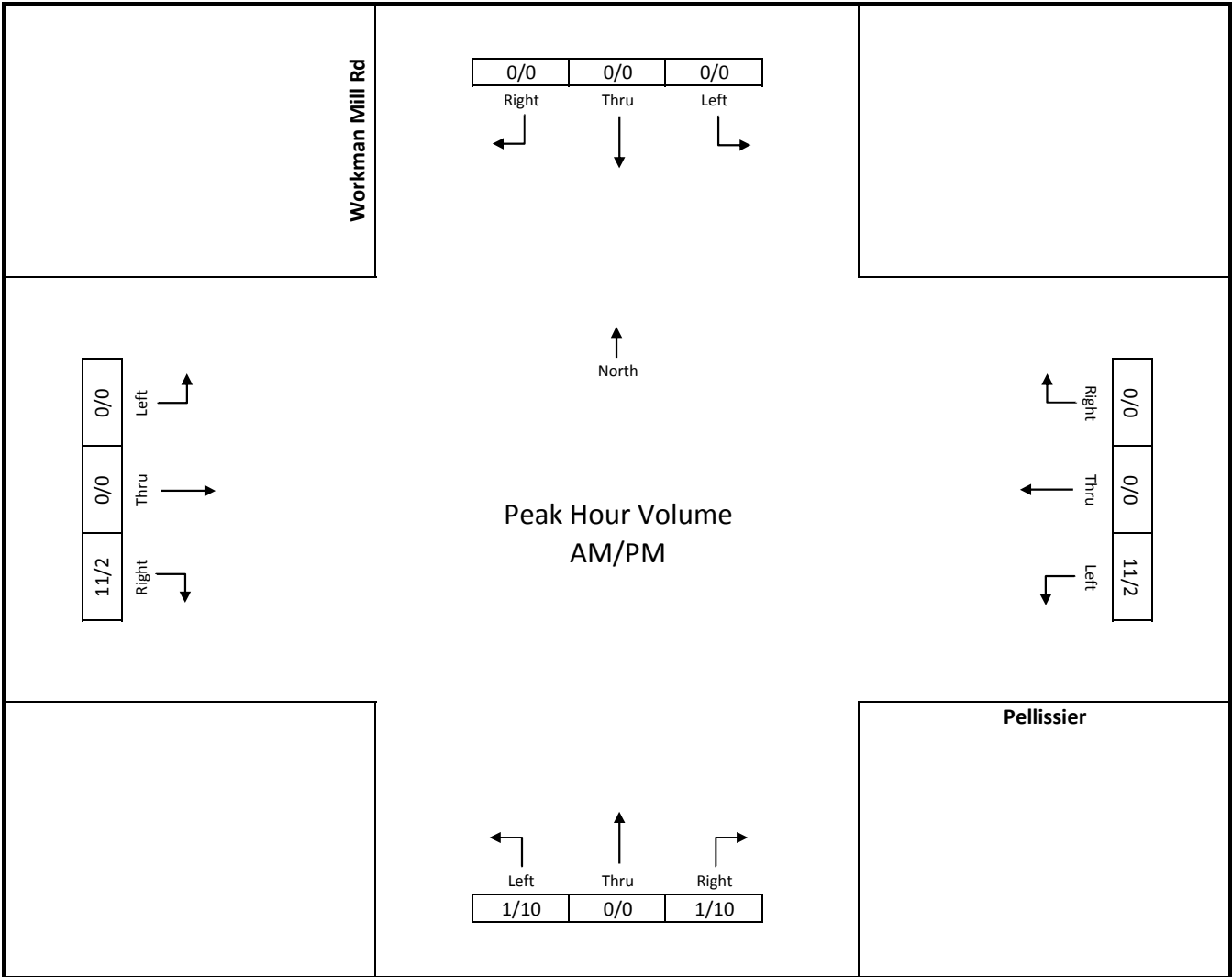
Workman Mill Rd & Crossroads Pkwy



Project

AM and PM Peak Hour Intersection Volumes

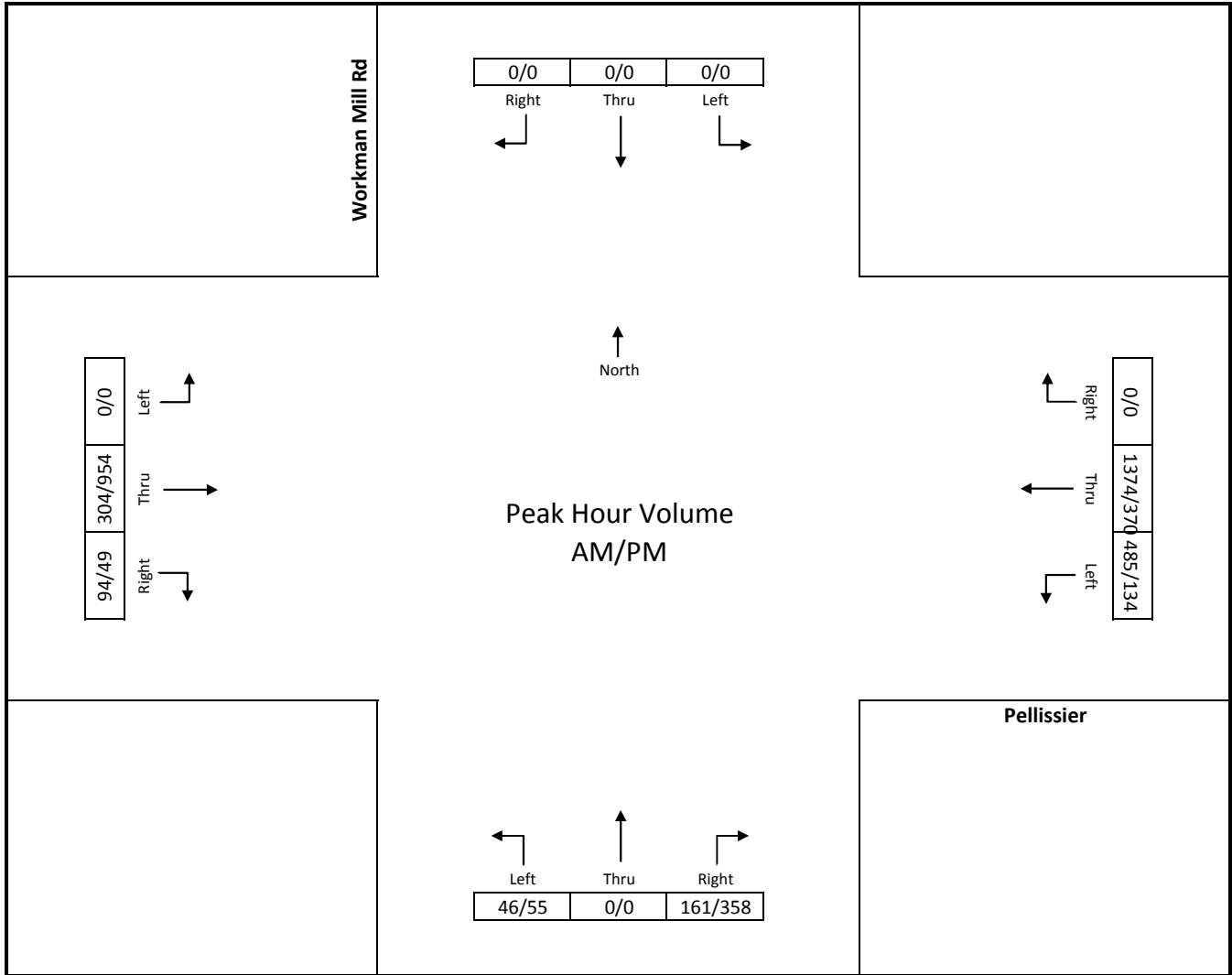
Workman Mill Rd & Pellissier



Existing Plus Project

AM and PM Peak Hour Intersection Volumes

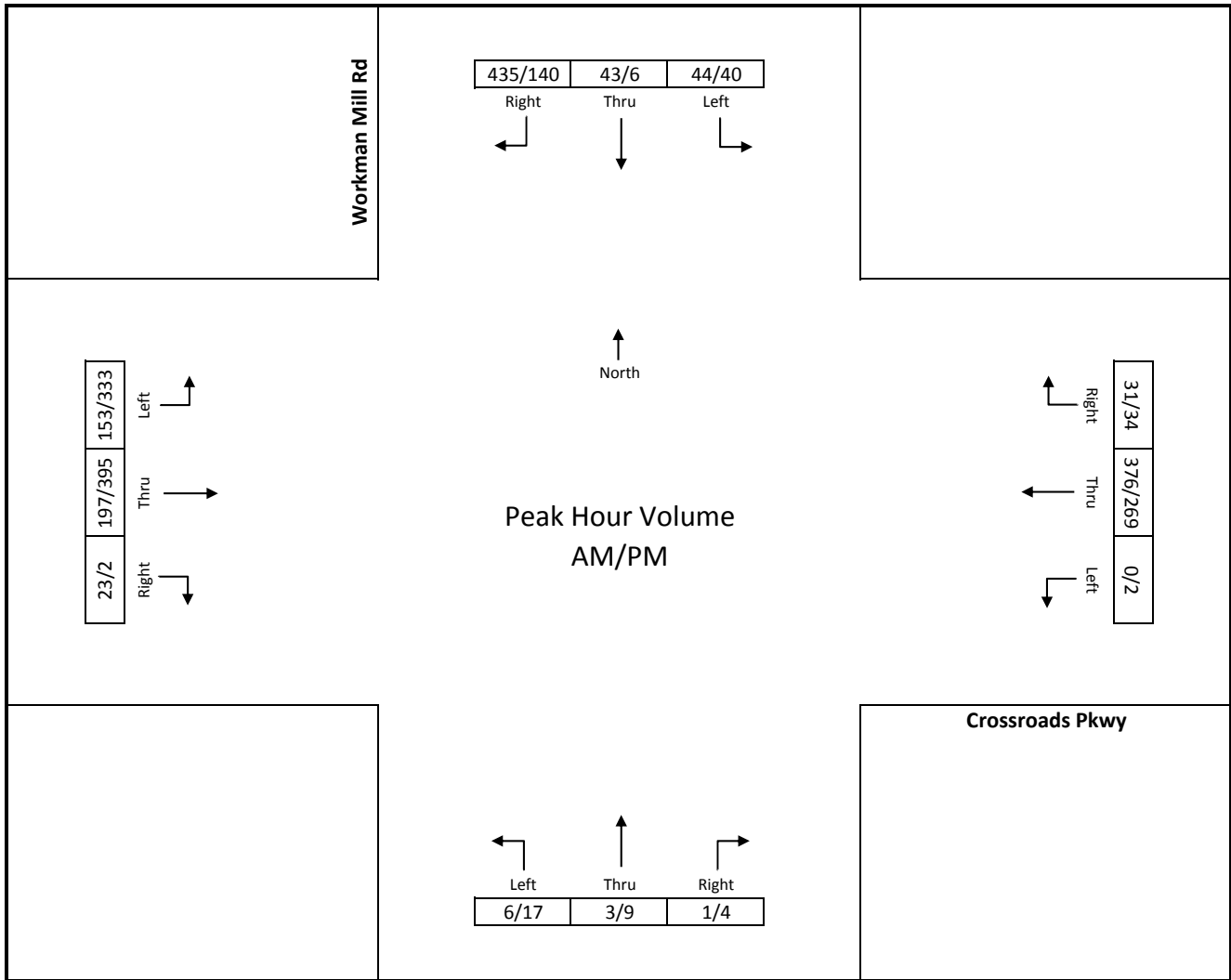
Workman Mill Rd & Pellissier



2016 No Project

AM and PM Peak Hour Intersection Volumes

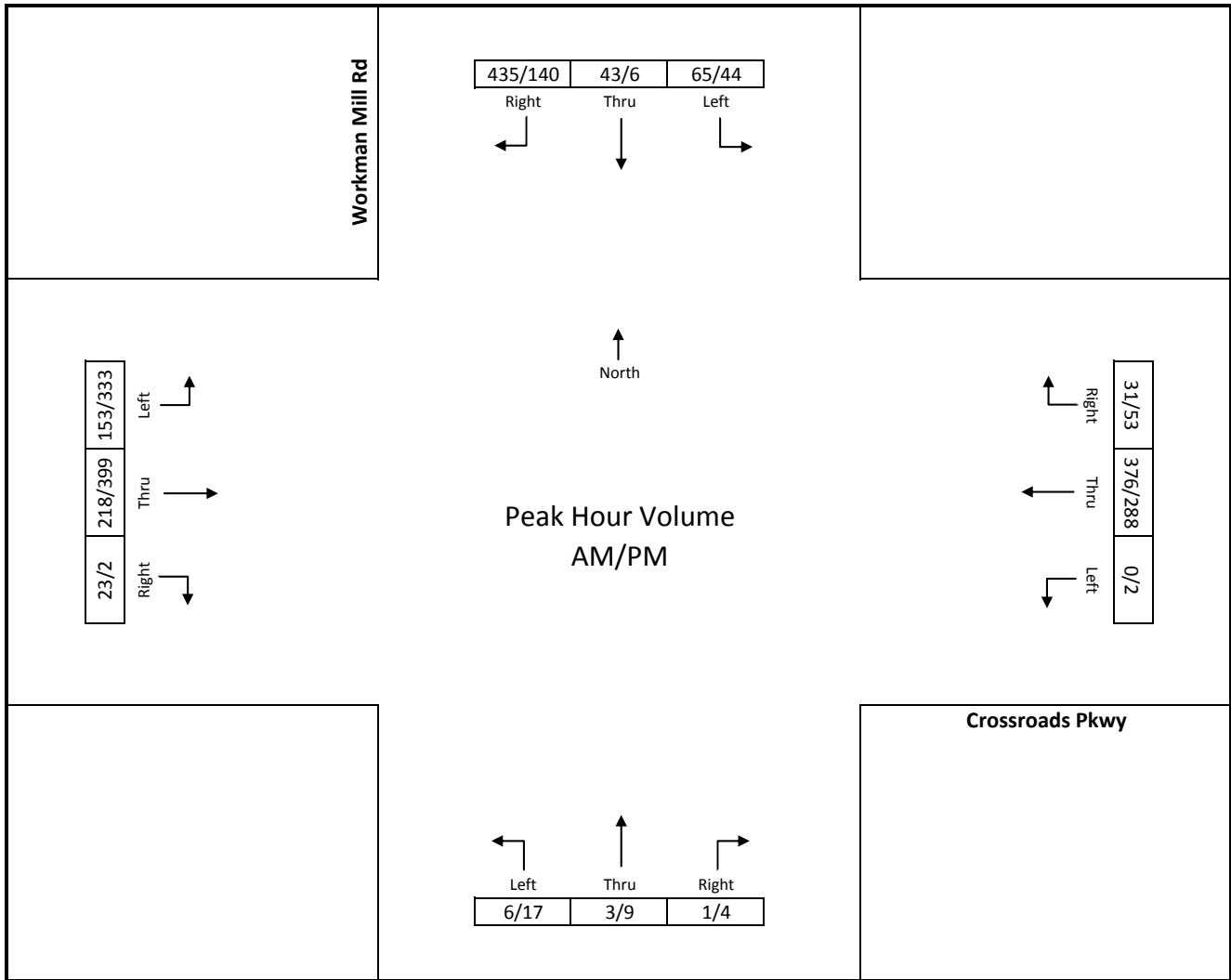
Workman Mill Rd & Crossroads Pkwy



2016 With Project

AM and PM Peak Hour Intersection Volumes

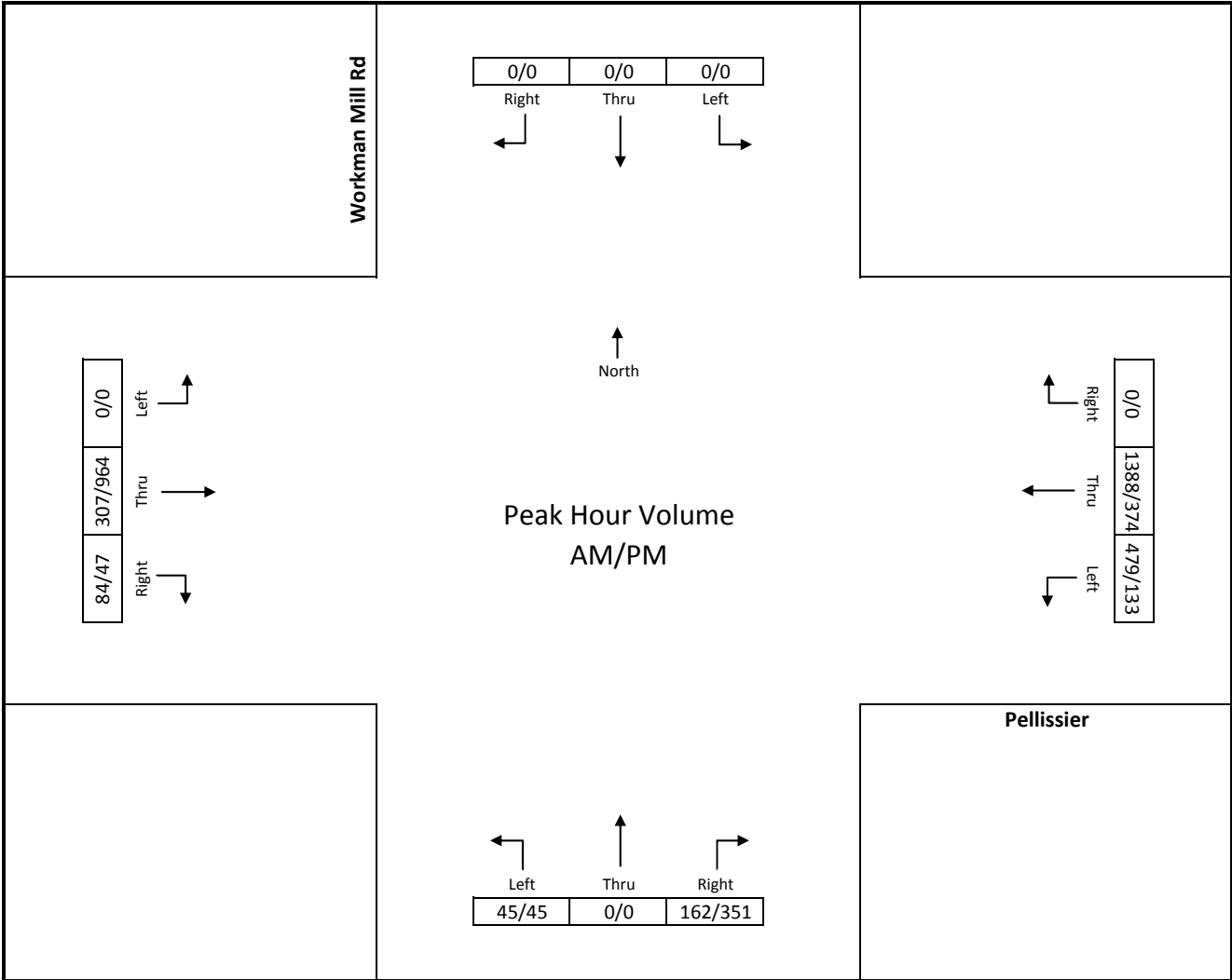
Workman Mill Rd & Crossroads Pkwy



2016 No Project

AM and PM Peak Hour Intersection Volumes

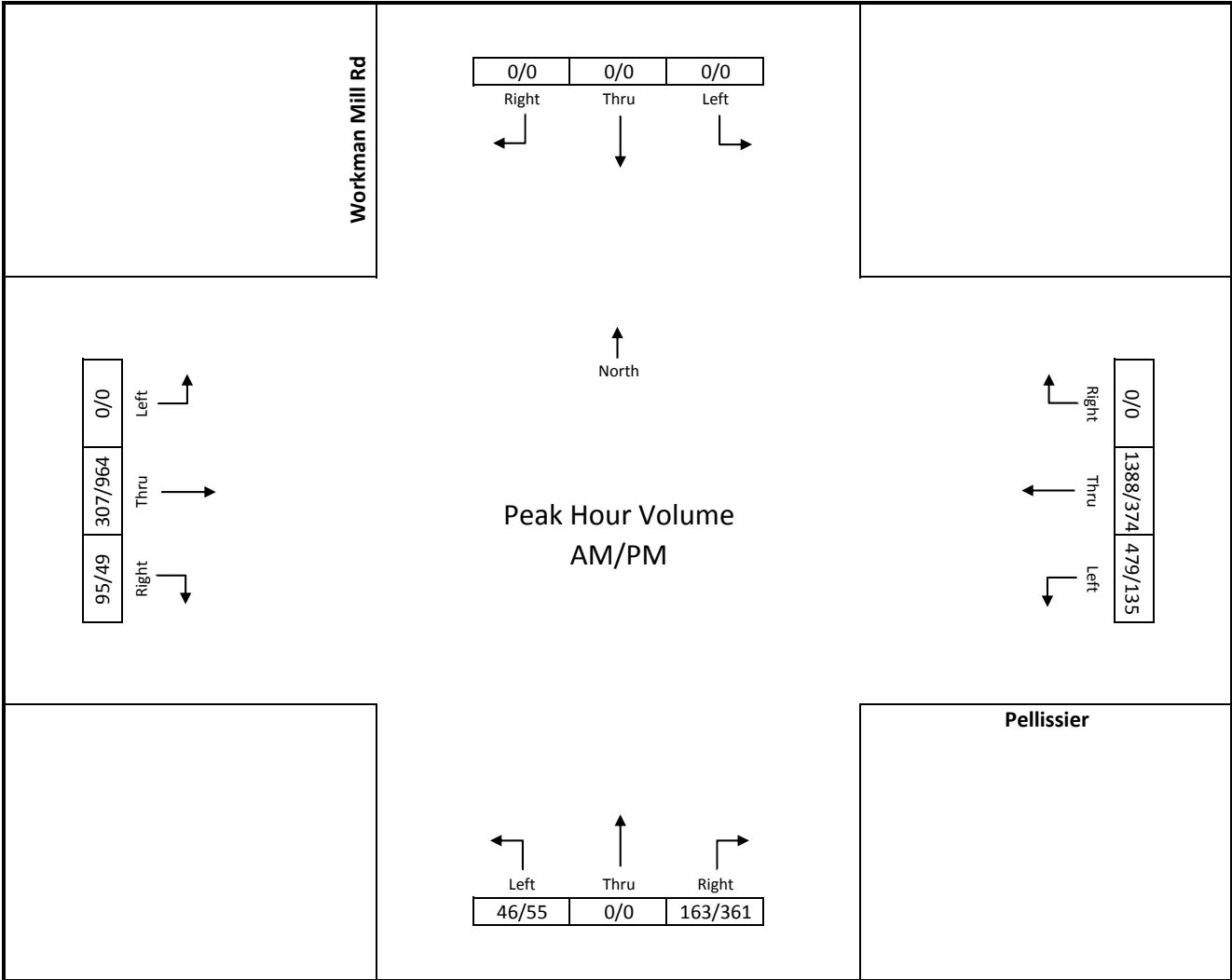
Workman Mill Rd & Pellissier



2016 With Project

AM and PM Peak Hour Intersection Volumes

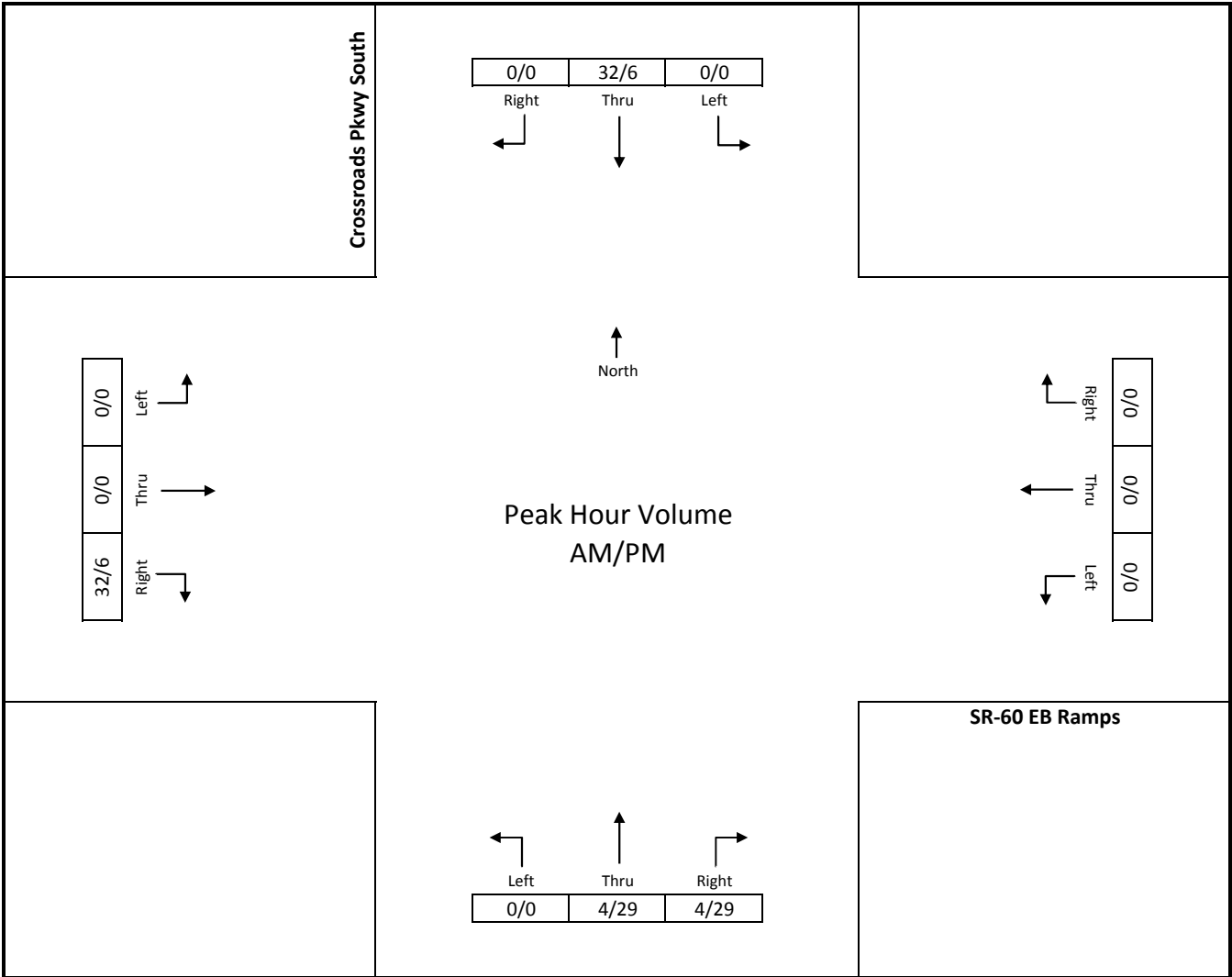
Workman Mill Rd & Pellissier



Project

AM and PM Peak Hour Intersection Volumes

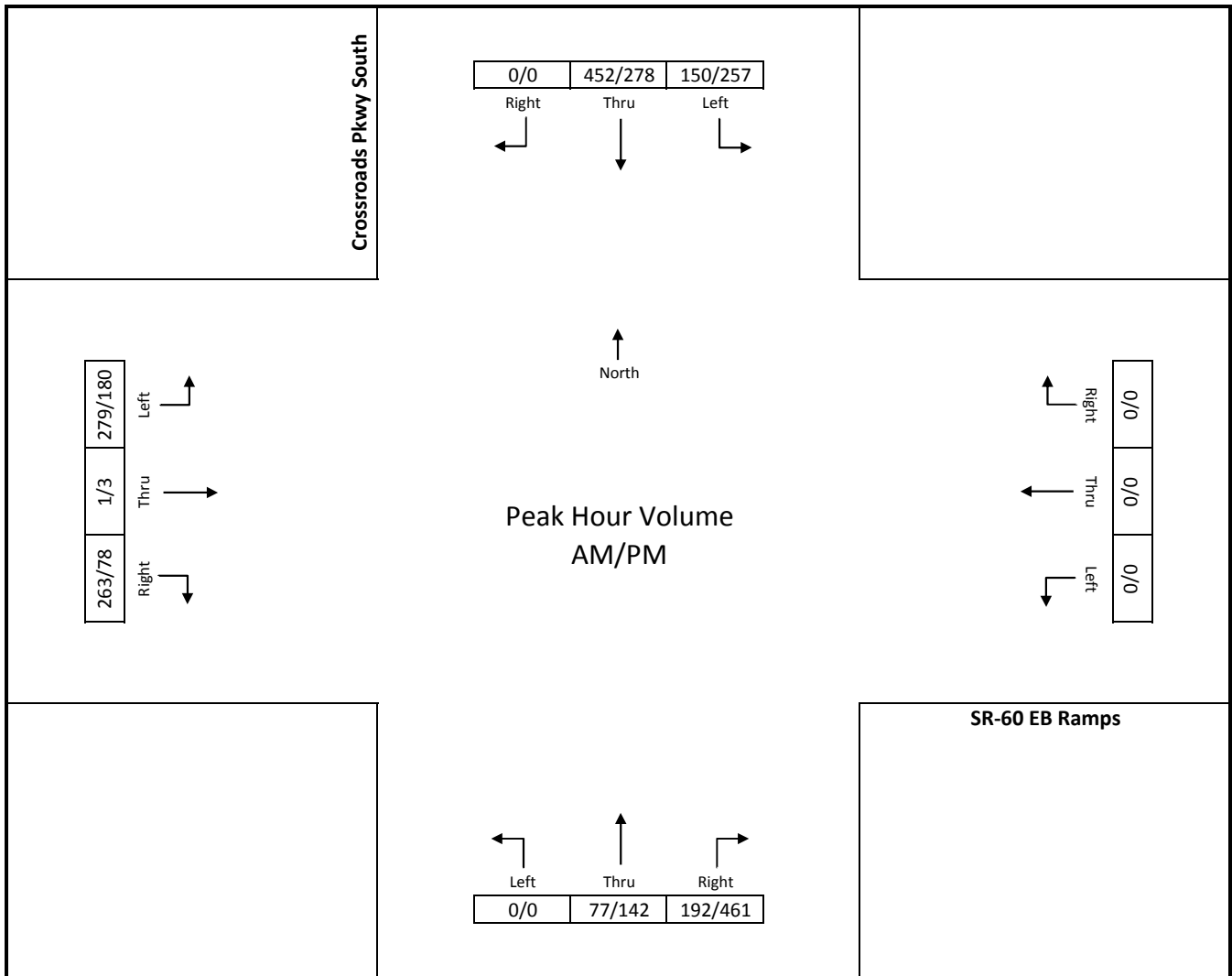
Crossroads Pkwy South & SR-60 EB Ramps



Existing Plus Project

AM and PM Peak Hour Intersection Volumes

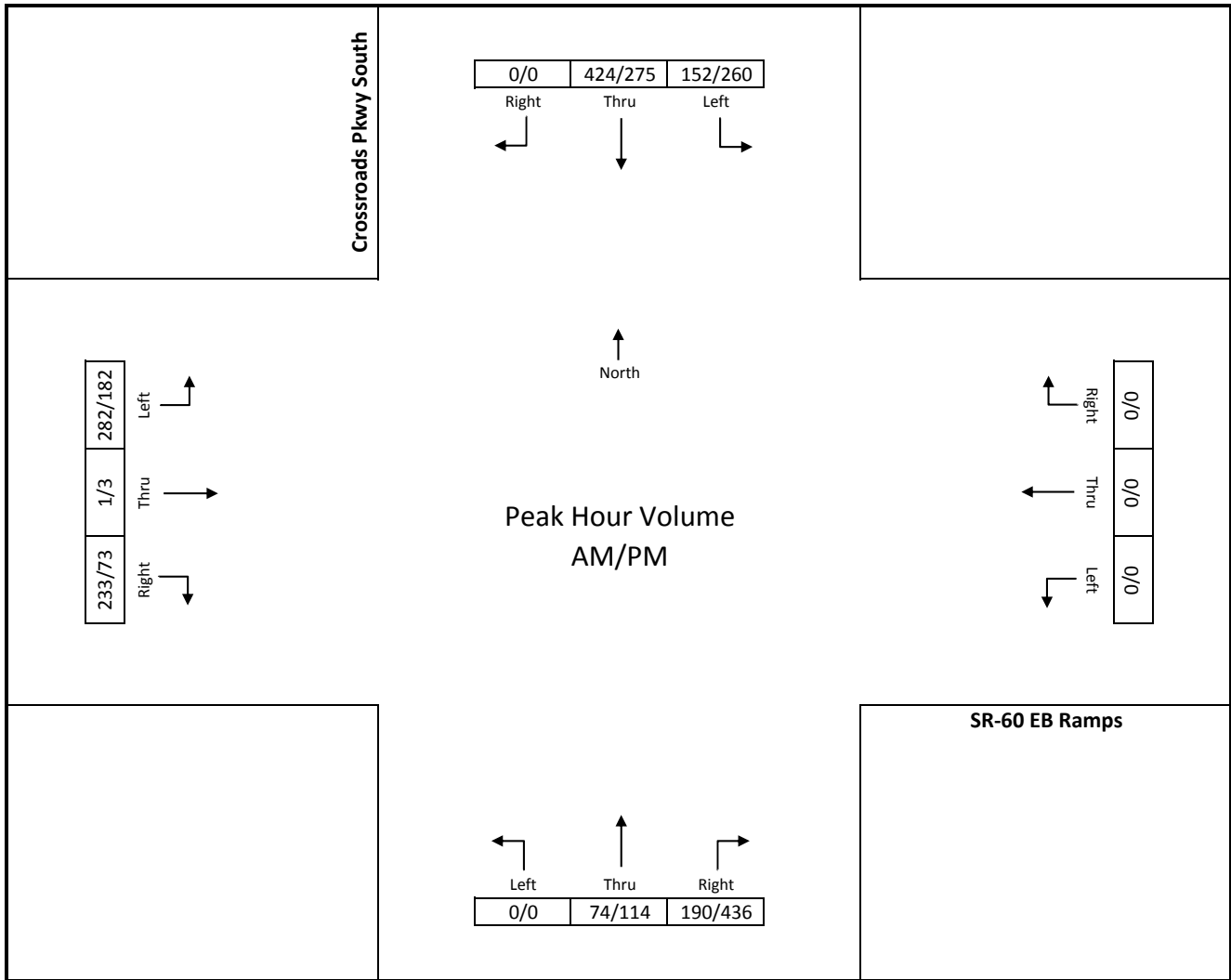
Crossroads Pkwy South & SR-60 EB Ramps



2016 No Project

AM and PM Peak Hour Intersection Volumes

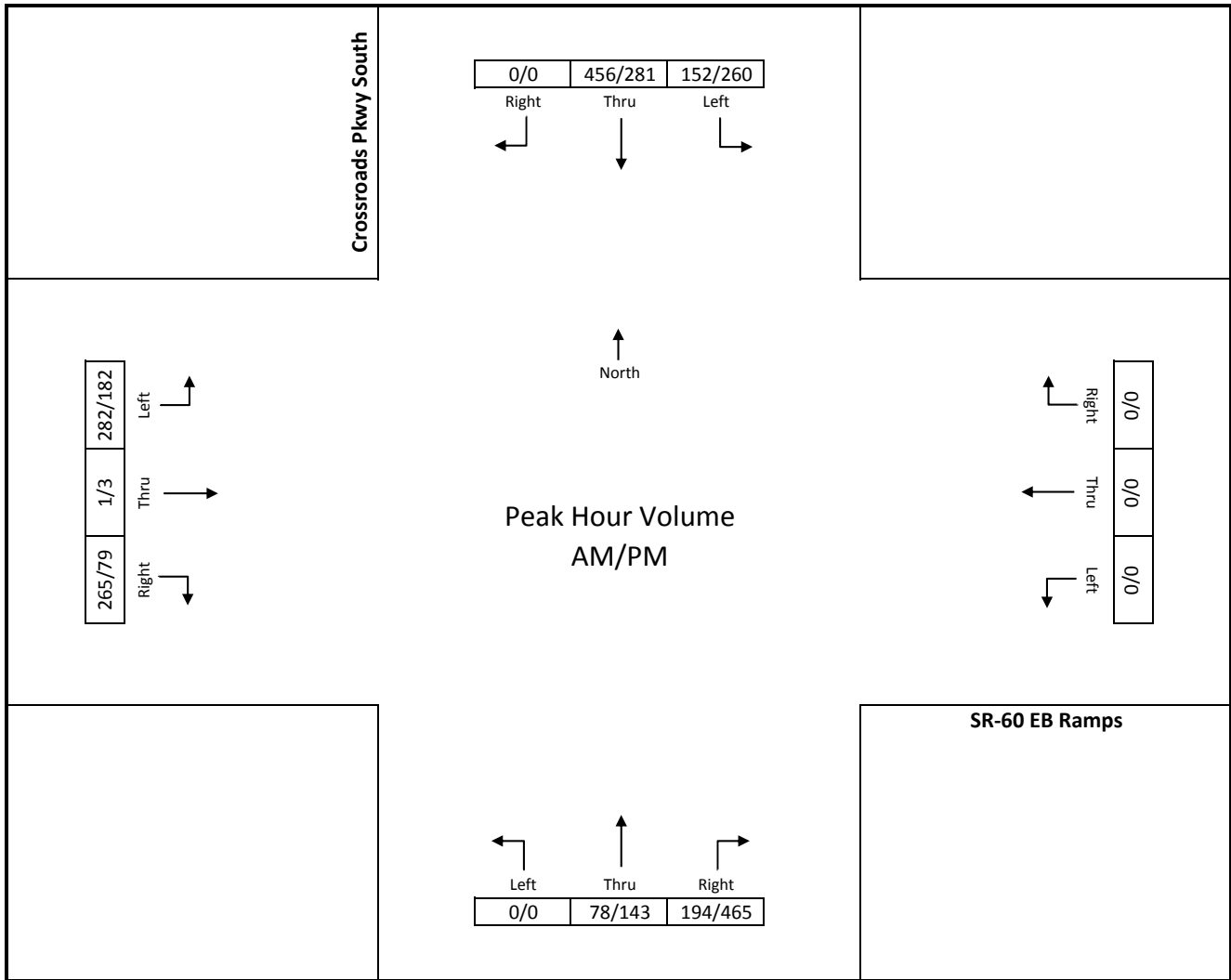
Crossroads Pkwy South & SR-60 EB Ramps



2016 With Project

AM and PM Peak Hour Intersection Volumes

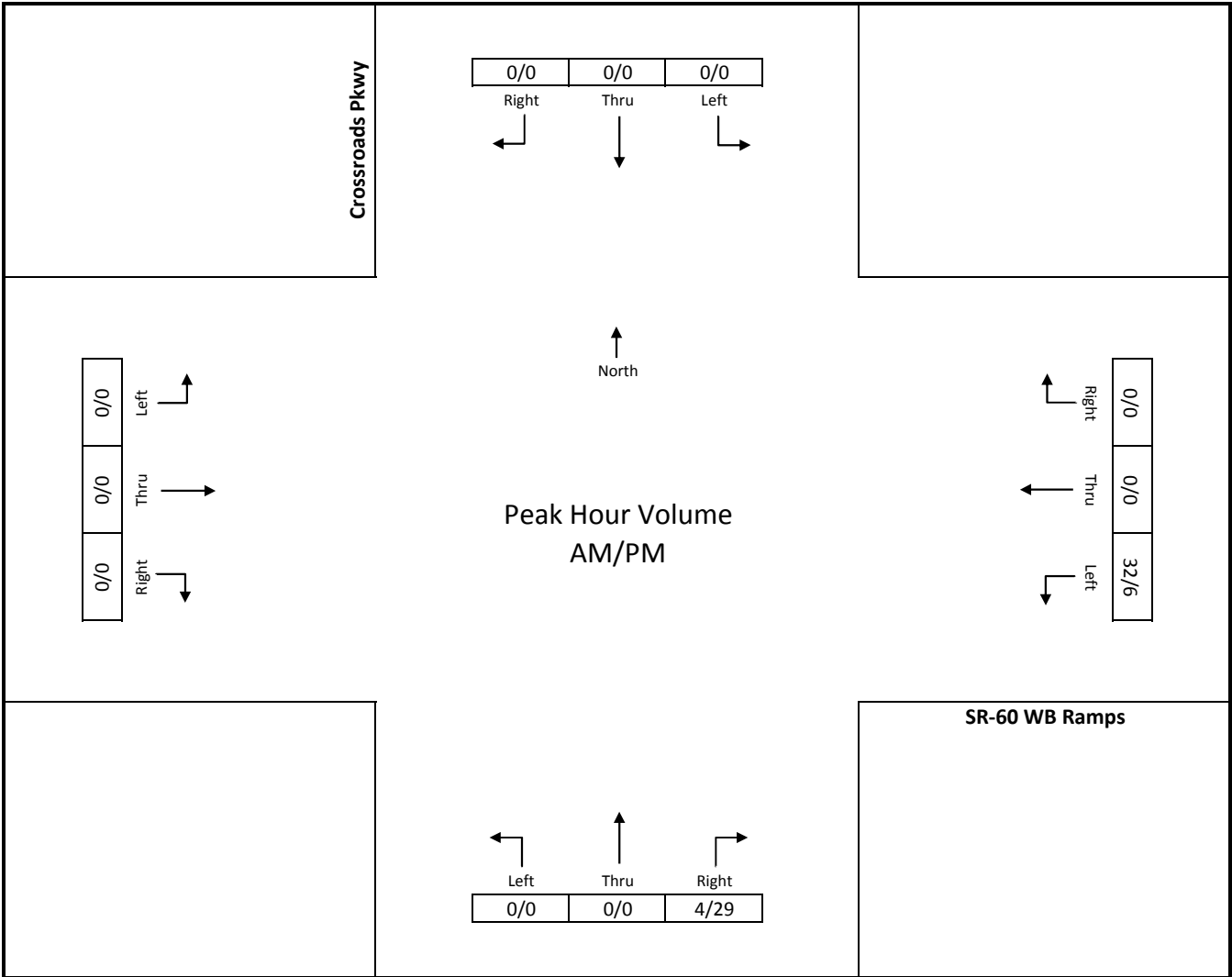
Crossroads Pkwy South & SR-60 EB Ramps



Project

AM and PM Peak Hour Intersection Volumes

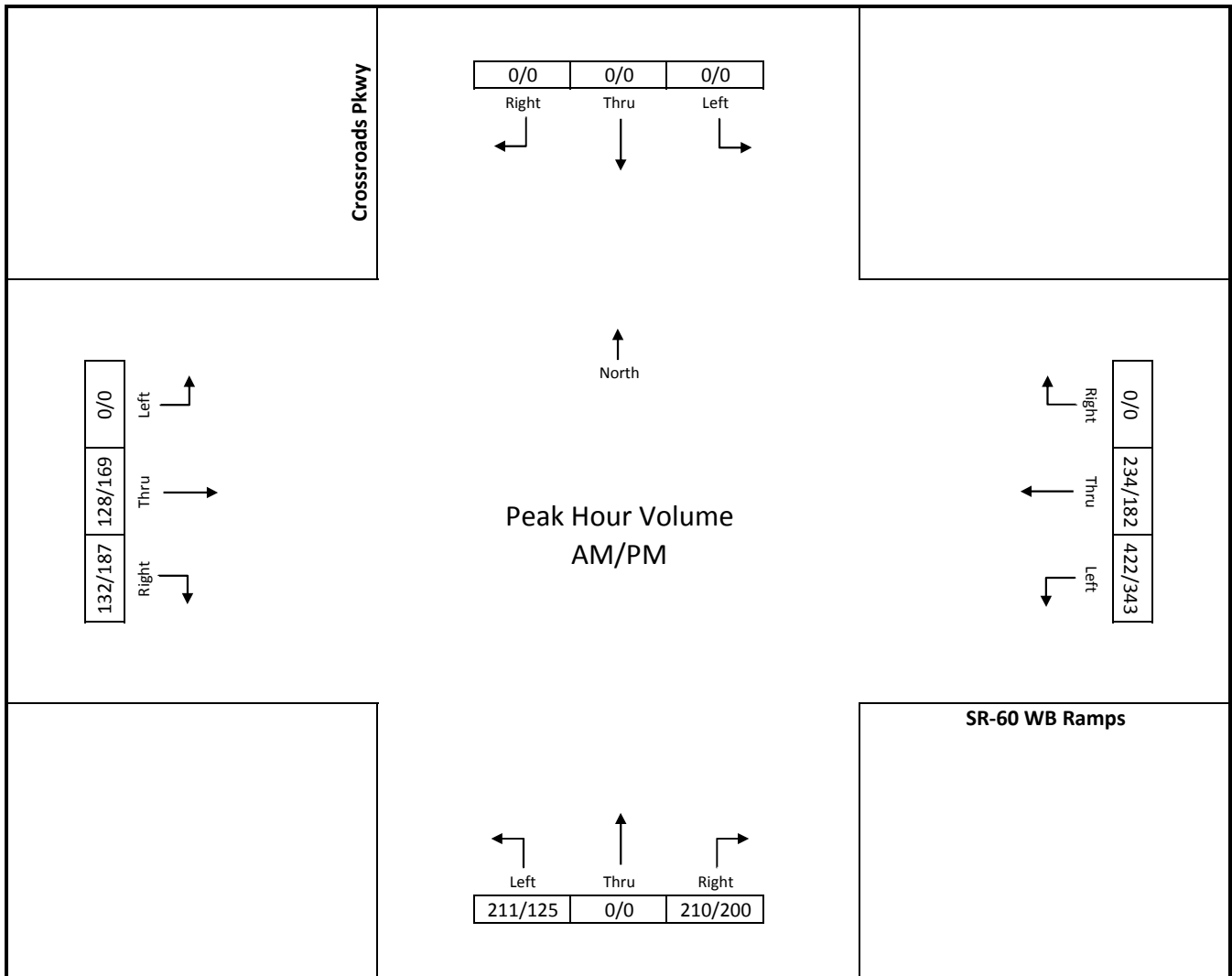
Crossroads Pkwy & SR-60 WB Ramps



Existing Plus Project

AM and PM Peak Hour Intersection Volumes

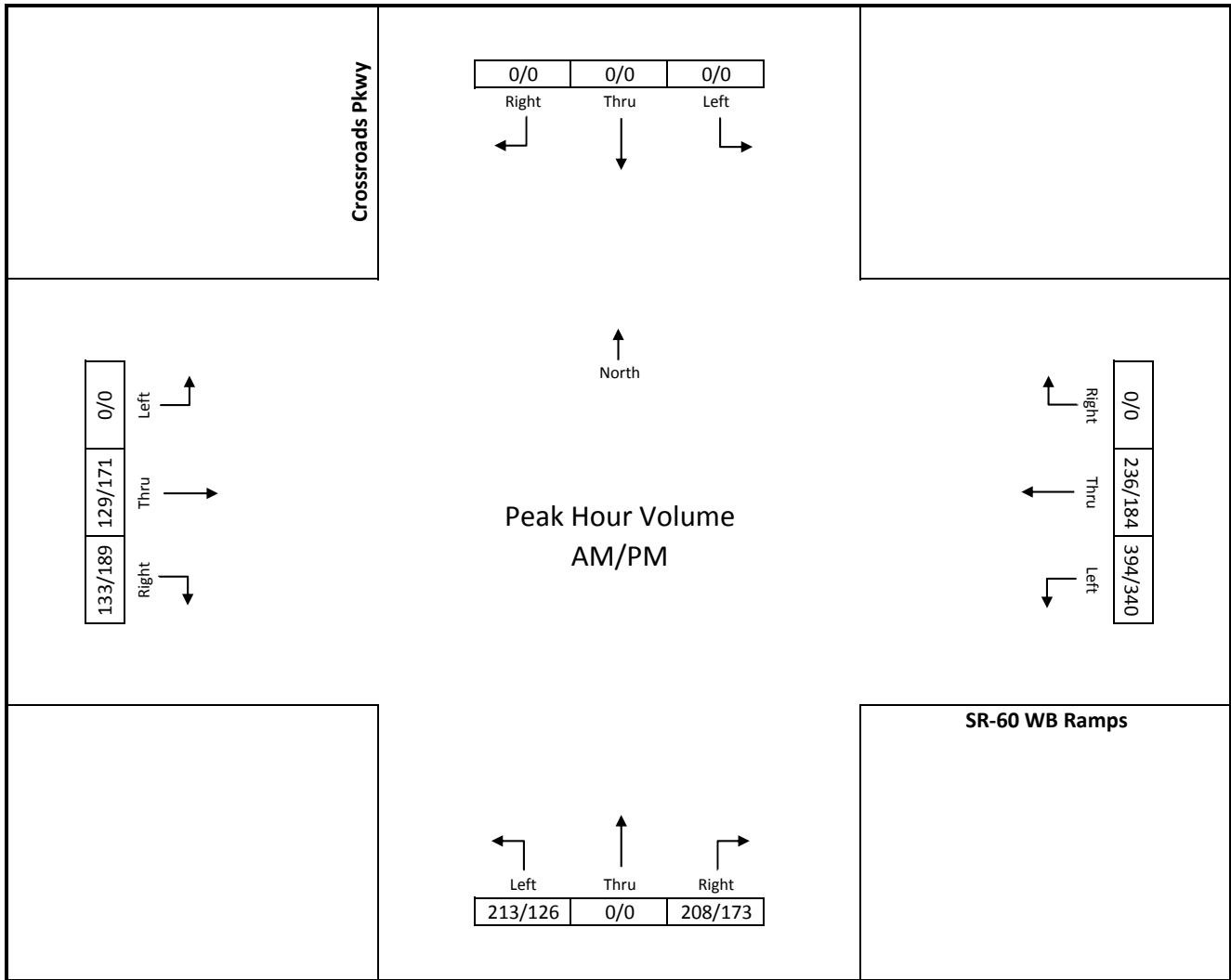
Crossroads Pkwy & SR-60 WB Ramps



2016 No Project

AM and PM Peak Hour Intersection Volumes

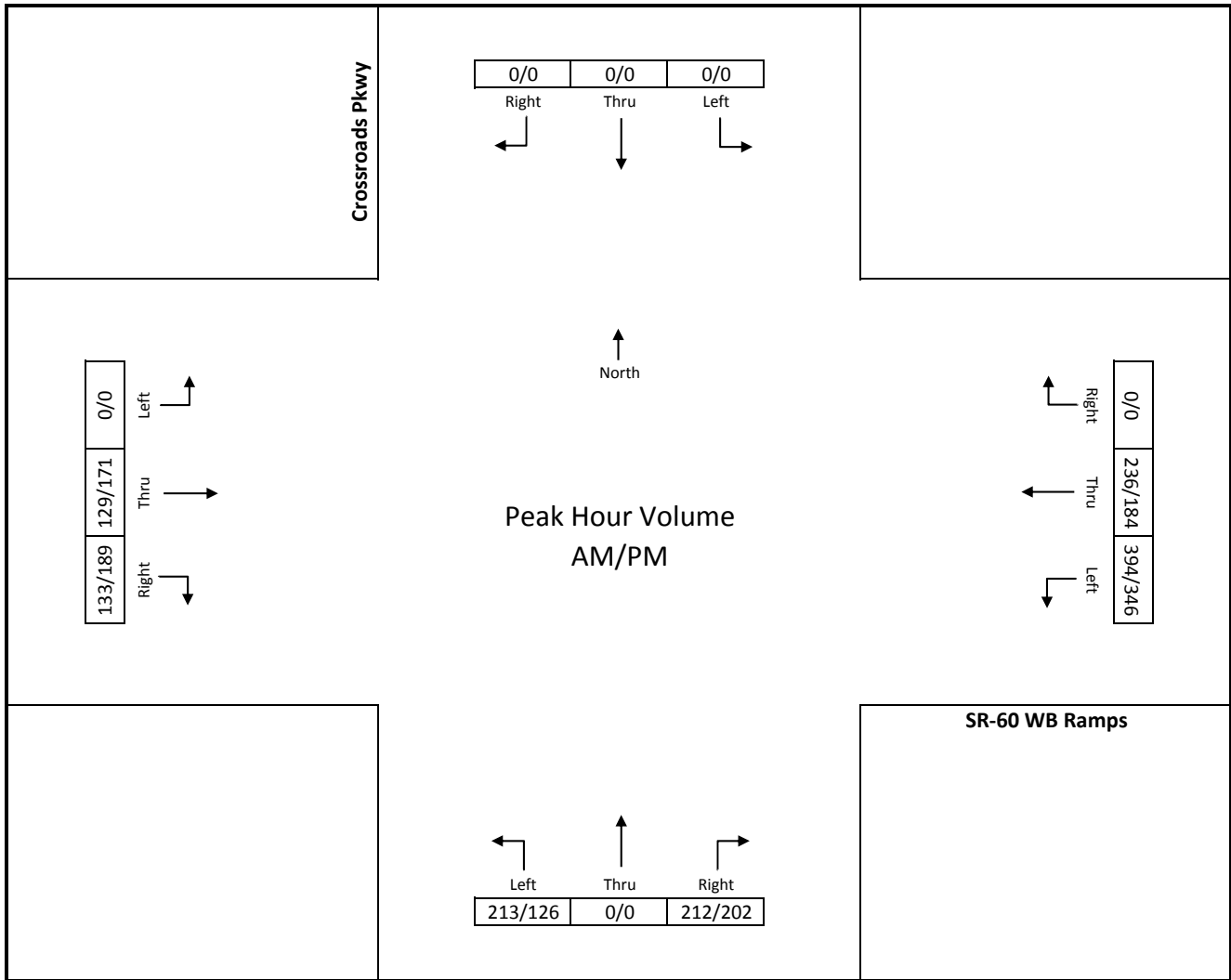
Crossroads Pkwy & SR-60 WB Ramps



2016 With Project

AM and PM Peak Hour Intersection Volumes

Crossroads Pkwy & SR-60 WB Ramps



Appendix D.3 Cumulative Projects Trip Generation

Appendix

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CUMULATIVE PROJECTS TRIP GENERATION

City	Project #	Project ID #	Project Name	Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
							In	Out	Total	In	Out	Total	
Industry	1	IND-07.145	Donlon Warehouse	Warehouse	36	TSF	12	3	14	3	12	16	165
South El Monte	2	-	Durfee Avenue townhomes	Townhomes	116	DU	8	43	51	41	20	61	674
Total Cumulative Projects													

Notes: Trip generation for Warehousing projects in the City of Industry were calculated using Passenger Car Equivalents (PCEs)
 Trip generation rates were obtained from the ITE Trip Generation Manual 9th Edition.

Appendix D.4 Intersection Capacity Utilization Worksheets

Appendix

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Intersection Capacity Utilization

1: Peck Road & Workman Mill Rd

Existing
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	17	9	9	460	6	60	4	646	601	300	1052	28
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	17	9	9	0	526	0	4	646	601	300	1052	28
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.94	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3572	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)			0.6			0.0	0.2	12.5	37.2	16.6	29.1	1.7
Adj Reference Time (s)			10.0			0.0	10.0	17.5	43.2	23.1	34.1	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		312	144		1725	144		1809	
Reference Time A (s)	11.8	0.5	0.0		168.5	2.8		12.5	207.8		29.1	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	8.9	0.5	20.7		22.7	NA		NA	NA		NA	
Reference Time (s)	8.9		22.7			12.5			207.8			
Adj Reference Time (s)	13.9		27.7			17.5			212.8			
Split Option												
Ref Time Combined (s)	0.9	0.5	0.0		14.7	0.2		12.5	16.6		29.1	
Ref Time Separate (s)	0.9	0.5	12.7		0.4	0.2		12.5	16.6		29.1	
Reference Time (s)	0.9	0.9	14.7		14.7	12.5		12.5	29.1		29.1	
Adj Reference Time (s)	10.0	10.0	19.7		19.7	17.5		17.5	34.1		34.1	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		44.1									
Permitted Option (s)	27.7		212.8									
Split Option (s)	29.7		51.6									
Minimum (s)	27.7		44.1		71.8							
Right Turns												
	EBR		NBR		SBR							
Adj Reference Time (s)	10.0		43.2		10.0							
Cross Thru Ref Time (s)	34.1		0.0		19.7							
Oncoming Left Ref Time (s)	19.7		0.0		10.0							
Combined (s)	63.8		43.2		39.7							
Intersection Summary												
Intersection Capacity Utilization			71.8%		ICU Level of Service			C				
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

2: Workman Mill Rd & Crossroads Pkwy S

Existing
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	151	195	23	0	372	31	6	3	1	44	43	431
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			No			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	151	218	0	0	403	0	6	4	0	44	187	287
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.98	0.85	0.95	0.99	0.85	0.95	0.96	0.85	0.95	0.88	0.85
Saturated Flow (vph)	1805	3560	0	0	3576	0	1805	1829	0	1805	1681	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00		0.00		0.00		0.00		0.00	
Protected Option Allowed	No		No		Yes		Yes		Yes		Yes	
Reference Time (s)	0.0		0.0		0.0		0.3		0.2		0.0	
Adj Reference Time (s)	0.0		0.0		11.5		11.5		0.0		11.5	
Permitted Option												
Adj Saturation A (vph)	144	1780	0		1788	144		1829	144		1681	
Reference Time A (s)	104.6	6.1	0.0		11.3	4.2		0.2	30.5		11.1	
Adj Saturation B (vph)	NA	NA	NA		NA	NA		NA	0		1681	
Reference Time B (s)	NA	NA	NA		NA	NA		NA	10.4		11.1	
Reference Time (s)	104.6		11.3		4.2		11.1					
Adj Reference Time (s)	111.1		17.8		11.5		17.6					
Split Option												
Ref Time Combined (s)	8.4	6.1	0.0		11.3	0.3		0.2	2.4		11.1	
Ref Time Seperate (s)	8.4	5.5	0.0		10.4	0.3		0.2	2.4		2.6	
Reference Time (s)	8.4	8.4	11.3		11.3	0.3		0.3	11.1		11.1	
Adj Reference Time (s)	14.9	14.9	17.8		17.8	11.5		11.5	17.6		17.6	
Summary												
Protected Option (s)	NA		29.1									
Permitted Option (s)	111.1		17.6									
Split Option (s)	32.6		29.1									
Minimum (s)	32.6		17.6		50.2							
Right Turns												
Adj Reference Time (s)	SBR		24.3									
Cross Thru Ref Time (s)	17.8											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	53.6											
Intersection Summary												
Intersection Capacity Utilization	53.6%		ICU Level of Service		A							
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

Existing
 AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	304	83	474	1374	45	160
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	387	0	474	1374	45	160
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.97	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3501	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	11.1	0.0	26.3	38.0		9.9
Adj Reference Time (s)	17.6	0.0	32.8	44.5		16.4
Permitted Option						
Adj Saturation A (vph)	1751		144	1809	144	
Reference Time A (s)	11.1		328.3	38.0	31.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	11.1			328.3		
Adj Reference Time (s)	17.6			334.8		
Split Option						
Ref Time Combined (s)	11.1		26.3	38.0	2.5	
Ref Time Seperate (s)	8.7		26.3	38.0	2.5	
Reference Time (s)	11.1		38.0	38.0	2.5	
Adj Reference Time (s)	17.6		44.5	44.5	11.5	
Summary	EB WB		NB	Combined		
Protected Option (s)	50.3		NA			
Permitted Option (s)	334.8		Err			
Split Option (s)	62.0		11.5			
Minimum (s)	50.3		11.5	61.8		
Right Turns	NBR					
Adj Reference Time (s)	16.4					
Cross Thru Ref Time (s)	17.6					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	34.0					

Intersection Summary

Intersection Capacity Utilization 61.8% ICU Level of Service B
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

Existing
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	279	1	231	0	0	0	0	73	188	150	420	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	280	231	0	0	0	0	73	188	150	420	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3611	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			14.3			0.0	0.0	2.0	11.6	8.3	11.6	0.0
Adj Reference Time (s)			20.3			0.0	0.0	11.5	17.6	14.8	18.1	0.0
Permitted Option												
Adj Saturation A (vph)	0	289		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	96.7		0.0	0.0		0.0	2.0		103.9	11.6	
Adj Saturation B (vph)	0	0		0	0		NA	NA		0	3618	
Reference Time B (s)	15.7	15.8		0.0	0.0		NA	NA		16.3	11.6	
Reference Time (s)		15.8			0.0			2.0			16.3	
Adj Reference Time (s)		22.3			10.0			11.5			22.8	
Split Option												
Ref Time Combined (s)	0.0	7.8		0.0	0.0		0.0	2.0		8.3	11.6	
Ref Time Seperate (s)	7.7	0.1		0.0	0.0		0.0	2.0		8.3	11.6	
Reference Time (s)	7.8	7.8		0.0	0.0		2.0	2.0		11.6	11.6	
Adj Reference Time (s)	14.3	14.3		0.0	0.0		11.5	11.5		18.1	18.1	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		26.3									
Permitted Option (s)	22.3		22.8									
Split Option (s)	14.3		29.6									
Minimum (s)	14.3		22.8		37.1							
Right Turns												
	EBR		NBR									
Adj Reference Time (s)	20.3		17.6									
Cross Thru Ref Time (s)	0.0		0.0									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	20.3		17.6									
Intersection Summary												
Intersection Capacity Utilization			37.1%		ICU Level of Service				A			
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

Existing
AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↓	↑↑	↓	↑
Volume (vph)	128	132	390	234	211	206
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	128	132	390	234	211	206
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	3.5	8.2	21.6	6.5		12.8
Adj Reference Time (s)	11.5	14.7	28.1	13.0		19.3
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	3.5		270.1	6.5	75.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	3.5			270.1		
Adj Reference Time (s)	11.5			276.6		
Split Option						
Ref Time Combined (s)	3.5		21.6	6.5	6.0	
Ref Time Seperate (s)	3.5		21.6	6.5	6.0	
Reference Time (s)	3.5		21.6	21.6	6.0	
Adj Reference Time (s)	11.5		28.1	28.1	12.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	39.6		NA			
Permitted Option (s)	276.6		Err			
Split Option (s)	39.6		12.5			
Minimum (s)	39.6		12.5		52.1	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	14.7	19.3				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	28.1	0.0				
Combined (s)	42.8	30.8				

Intersection Summary

Intersection Capacity Utilization 52.1% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

1: Peck Road & Workman Mill Rd

Existing
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	26	3	8	365	0	82	4	849	626	140	934	25
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	26	3	8	0	447	0	4	849	626	140	934	25
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.93	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3545	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.5			0.0			0.2	16.4	38.8	7.8	25.8	1.5
Adj Reference Time (s)	10.0			0.0			10.0	21.4	44.8	14.3	30.8	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		325	144		1725	144		1809	
Reference Time A (s)	18.0	0.2	0.0		137.4	2.8		16.4	97.0		25.8	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	9.4	0.2	18.1		20.6	NA		NA	NA		NA	
Reference Time (s)	9.4		20.6			16.4			97.0			
Adj Reference Time (s)	14.4		25.6			21.4			102.0			
Split Option												
Ref Time Combined (s)	1.4	0.2	0.0		12.6	0.2		16.4	7.8		25.8	
Ref Time Seperate (s)	1.4	0.2	10.1		0.0	0.2		16.4	7.8		25.8	
Reference Time (s)	1.4	1.4	12.6		12.6	16.4		16.4	25.8		25.8	
Adj Reference Time (s)	10.0	10.0	17.6		17.6	21.4		21.4	30.8		30.8	
Summary												
Protected Option (s)	NA		40.8									
Permitted Option (s)	25.6		102.0									
Split Option (s)	27.6		52.2									
Minimum (s)	25.6		40.8			66.4						
Right Turns												
Adj Reference Time (s)	10.0	44.8	10.0									
Cross Thru Ref Time (s)	30.8	0.0	17.6									
Oncoming Left Ref Time (s)	17.6	0.0	10.0									
Combined (s)	58.4	44.8	37.6									
Intersection Summary												
Intersection Capacity Utilization	66.4%		ICU Level of Service			C						
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

2: Workman Mill Rd & Crossroads Pkwy S

Existing
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	330	391	2	2	266	34	17	9	4	40	6	139
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	330	393	0	0	302	0	17	13	0	40	52	93
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.98	0.85	0.95	0.95	0.85	0.95	0.87	0.85
Saturated Flow (vph)	1805	3615	0	0	3555	0	1805	1812	0	1805	1648	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			0.0			0.0	0.9	0.7	0.0	2.2	3.2	5.7
Adj Reference Time (s)			0.0			0.0	11.5	11.5	0.0	11.5	11.5	12.2
Permitted Option												
Adj Saturation A (vph)	144	1807		0	1535		144	1812		144	1648	
Reference Time A (s)	228.5	10.9		0.0	9.6		11.8	0.7		27.7	3.2	
Adj Saturation B (vph)	NA	NA		NA	NA		0	1812		0	1648	
Reference Time B (s)	NA	NA		NA	NA		8.9	0.7		10.2	3.2	
Reference Time (s)		228.5			9.6			8.9			10.2	
Adj Reference Time (s)		235.0			16.1			15.4			16.7	
Split Option												
Ref Time Combined (s)	18.3	10.9		0.0	8.5		0.9	0.7		2.2	3.2	
Ref Time Seperate (s)	18.3	10.8		0.1	7.5		0.9	0.5		2.2	0.4	
Reference Time (s)	18.3	18.3		8.5	8.5		0.9	0.9		3.2	3.2	
Adj Reference Time (s)	24.8	24.8		15.0	15.0		11.5	11.5		11.5	11.5	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		23.0									
Permitted Option (s)	235.0		16.7									
Split Option (s)	39.8		23.0									
Minimum (s)	39.8		16.7		56.5							
Right Turns												
	SBR											
Adj Reference Time (s)	12.2											
Cross Thru Ref Time (s)	15.0											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	38.7											
Intersection Summary												
Intersection Capacity Utilization			56.5%		ICU Level of Service		B					
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

Existing
PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	304	83	474	1374	45	160
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	387	0	474	1374	45	160
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.97	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3501	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	11.1	0.0	26.3	38.0		9.9
Adj Reference Time (s)	17.6	0.0	32.8	44.5		16.4
Permitted Option						
Adj Saturation A (vph)	1751		144	1809	144	
Reference Time A (s)	11.1		328.3	38.0	31.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	11.1			328.3		
Adj Reference Time (s)	17.6			334.8		
Split Option						
Ref Time Combined (s)	11.1		26.3	38.0	2.5	
Ref Time Seperate (s)	8.7		26.3	38.0	2.5	
Reference Time (s)	11.1		38.0	38.0	2.5	
Adj Reference Time (s)	17.6		44.5	44.5	11.5	
Summary	EB WB		NB		Combined	
Protected Option (s)	50.3		NA			
Permitted Option (s)	334.8		Err			
Split Option (s)	62.0		11.5			
Minimum (s)	50.3		11.5		61.8	
Right Turns	NBR					
Adj Reference Time (s)	16.4					
Cross Thru Ref Time (s)	17.6					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	34.0					

Intersection Summary

Intersection Capacity Utilization 61.8% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

Existing
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	180	3	72	0	0	0	0	113	432	257	272	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	183	72	0	0	0	0	113	432	257	272	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3613	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			4.5			0.0	0.0	3.1	26.7	14.2	7.5	0.0
Adj Reference Time (s)			10.5			0.0	0.0	11.5	32.7	20.7	14.0	0.0
Permitted Option												
Adj Saturation A (vph)	0	292		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	62.7		0.0	0.0		0.0	3.1		178.0	7.5	
Adj Saturation B (vph)	0	0		0	0		NA	NA		0	3618	
Reference Time B (s)	13.0	13.1		0.0	0.0		NA	NA		22.2	7.5	
Reference Time (s)		13.1			0.0			3.1			22.2	
Adj Reference Time (s)		19.6			10.0			11.5			28.7	
Split Option												
Ref Time Combined (s)	0.0	5.1		0.0	0.0		0.0	3.1		14.2	7.5	
Ref Time Seperate (s)	5.0	0.2		0.0	0.0		0.0	3.1		14.2	7.5	
Reference Time (s)	5.1	5.1		0.0	0.0		3.1	3.1		14.2	14.2	
Adj Reference Time (s)	11.6	11.6		0.0	0.0		11.5	11.5		20.7	20.7	
Summary												
Protected Option (s)	NA		32.2									
Permitted Option (s)	19.6		28.7									
Split Option (s)	11.6		32.2									
Minimum (s)	11.6		28.7		40.3							
Right Turns												
Adj Reference Time (s)	EBR		NBR									
Cross Thru Ref Time (s)	10.5		32.7									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	0.0		0.0									
Intersection Summary												
Intersection Capacity Utilization			40.3%		ICU Level of Service						A	
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

Existing
PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑↑	↑
Volume (vph)	169	187	337	182	125	171
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	169	187	337	182	125	171
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	4.7	11.6	18.7	5.0		10.6
Adj Reference Time (s)	11.5	18.1	25.2	11.5		17.1
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	4.7		233.4	5.0	44.6	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	4.7			233.4		
Adj Reference Time (s)	11.5			239.9		
Split Option						
Ref Time Combined (s)	4.7		18.7	5.0	3.6	
Ref Time Seperate (s)	4.7		18.7	5.0	3.6	
Reference Time (s)	4.7		18.7	18.7	3.6	
Adj Reference Time (s)	11.5		25.2	25.2	11.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	36.7		NA			
Permitted Option (s)	239.9		Err			
Split Option (s)	36.7		11.5			
Minimum (s)	36.7		11.5		48.2	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	18.1	17.1				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	25.2	0.0				
Combined (s)	43.2	28.6				

Intersection Summary

Intersection Capacity Utilization 48.2% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

1: Peck Road & Workman Mill Rd

E+P
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	17	9	9	461	6	61	4	646	612	311	1052	28
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	17	9	9	0	528	0	4	646	612	311	1052	28
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.94	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3571	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.6			0.0			0.2	12.5	37.9	17.2	29.1	1.7
Adj Reference Time (s)	10.0			0.0			10.0	17.5	43.9	23.7	34.1	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		312	144		1725	144		1809	
Reference Time A (s)	11.8	0.5	0.0		169.0	2.8		12.5	215.4		29.1	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	8.9	0.5	20.8		22.8	NA		NA	NA		NA	
Reference Time (s)	8.9		22.8			12.5			215.4			
Adj Reference Time (s)	13.9		27.8			17.5			220.4			
Split Option												
Ref Time Combined (s)	0.9	0.5	0.0		14.8	0.2		12.5	17.2		29.1	
Ref Time Seperate (s)	0.9	0.5	12.8		0.4	0.2		12.5	17.2		29.1	
Reference Time (s)	0.9	0.9	14.8		14.8	12.5		12.5	29.1		29.1	
Adj Reference Time (s)	10.0	10.0	19.8		19.8	17.5		17.5	34.1		34.1	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		44.1									
Permitted Option (s)	27.8		220.4									
Split Option (s)	29.8		51.6									
Minimum (s)	27.8		44.1		71.9							
Right Turns												
	EBR	NBR	SBR									
Adj Reference Time (s)	10.0	43.9	10.0									
Cross Thru Ref Time (s)	34.1	0.0	19.8									
Oncoming Left Ref Time (s)	19.8	0.0	10.0									
Combined (s)	63.9	43.9	39.8									
Intersection Summary												
Intersection Capacity Utilization	71.9%		ICU Level of Service					C				
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

2: Workman Mill Rd & Crossroads Pkwy S

E+P
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗			↖		↖	↗		↖	↗	↖
Volume (vph)	151	216	23	0	375	34	6	3	1	65	43	431
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	151	239	0	0	409	0	6	4	0	65	187	287
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.99	0.85	0.95	0.99	0.85	0.95	0.96	0.85	0.95	0.88	0.85
Saturated Flow (vph)	1805	3565	0	0	3572	0	1805	1829	0	1805	1681	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			0.0			0.0	0.3	0.2	0.0	3.6	11.1	17.8
Adj Reference Time (s)			0.0			0.0	11.5	11.5	0.0	11.5	17.6	24.3
Permitted Option												
Adj Saturation A (vph)	144	1783		0	1786		144	1829		144	1681	
Reference Time A (s)	104.6	6.7		0.0	11.4		4.2	0.2		45.0	11.1	
Adj Saturation B (vph)	NA	NA		NA	NA		NA	NA		0	1681	
Reference Time B (s)	NA	NA		NA	NA		NA	NA		11.6	11.1	
Reference Time (s)		104.6			11.4			4.2			11.6	
Adj Reference Time (s)		111.1			17.9			11.5			18.1	
Split Option												
Ref Time Combined (s)	8.4	6.7		0.0	11.4		0.3	0.2		3.6	11.1	
Ref Time Seperate (s)	8.4	6.1		0.0	10.5		0.3	0.2		3.6	2.6	
Reference Time (s)	8.4	8.4		11.4	11.4		0.3	0.3		11.1	11.1	
Adj Reference Time (s)	14.9	14.9		17.9	17.9		11.5	11.5		17.6	17.6	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		29.1									
Permitted Option (s)	111.1		18.1									
Split Option (s)	32.8		29.1									
Minimum (s)	32.8		18.1		50.9							
Right Turns												
	SBR											
Adj Reference Time (s)	24.3											
Cross Thru Ref Time (s)	17.9											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	53.7											
Intersection Summary												
Intersection Capacity Utilization			53.7%		ICU Level of Service		A					
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

E+P
AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	304	94	485	1374	46	161
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	398	0	485	1374	46	161
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.96	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3489	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	11.4	0.0	26.9	38.0		10.0
Adj Reference Time (s)	17.9	0.0	33.4	44.5		16.5
Permitted Option						
Adj Saturation A (vph)	1745		144	1809	144	
Reference Time A (s)	11.4		335.9	38.0	31.9	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	11.4			335.9		
Adj Reference Time (s)	17.9			342.4		
Split Option						
Ref Time Combined (s)	11.4		26.9	38.0	2.5	
Ref Time Seperate (s)	8.7		26.9	38.0	2.5	
Reference Time (s)	11.4		38.0	38.0	2.5	
Adj Reference Time (s)	17.9		44.5	44.5	11.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	51.3		NA			
Permitted Option (s)	342.4		Err			
Split Option (s)	62.4		11.5			
Minimum (s)	51.3		11.5		62.8	
Right Turns						
	NBR					
Adj Reference Time (s)	16.5					
Cross Thru Ref Time (s)	17.9					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	34.4					

Intersection Summary

Intersection Capacity Utilization 62.8% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

E+P
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷	↷					↶	↷	↷	↶	↶
Volume (vph)	279	1	263	0	0	0	0	77	192	150	452	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	Yes			No				Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	280	263	0	0	0	0	77	192	150	452	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3611	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00		
Protected Option Allowed	No			No				Yes			Yes	
Reference Time (s)	16.3			0.0				2.1			11.9	
Adj Reference Time (s)	22.3			0.0				11.5			17.9	
Permitted Option												
Adj Saturation A (vph)	0	289	0	0	0	0	0	1809	0	144	1809	0
Reference Time A (s)	0.0	96.7	0.0	0.0	0.0	0.0	0.0	2.1	0.0	103.9	12.5	0.0
Adj Saturation B (vph)	0	0	0	0	0	0	NA	NA	0	0	3618	0
Reference Time B (s)	15.7	15.8	0.0	0.0	0.0	0.0	NA	NA	0.0	16.3	12.5	0.0
Reference Time (s)	15.8		0.0				2.1			16.3		
Adj Reference Time (s)	22.3		10.0				11.5			22.8		
Split Option												
Ref Time Combined (s)	0.0	7.8	0.0	0.0	0.0	0.0	2.1	2.1	2.1	8.3	12.5	12.5
Ref Time Seperate (s)	7.7	0.1	0.0	0.0	0.0	0.0	2.1	2.1	2.1	8.3	12.5	12.5
Reference Time (s)	7.8	7.8	0.0	0.0	0.0	0.0	2.1	2.1	2.1	12.5	12.5	12.5
Adj Reference Time (s)	14.3	14.3	0.0	0.0	0.0	0.0	11.5	11.5	11.5	19.0	19.0	19.0
Summary	EB WB		NB SB		Combined							
Protected Option (s)	NA		26.3									
Permitted Option (s)	22.3		22.8									
Split Option (s)	14.3		30.5									
Minimum (s)	14.3		22.8		37.1							
Right Turns	EBR		NBR									
Adj Reference Time (s)	22.3		17.9									
Cross Thru Ref Time (s)	0.0		0.0									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	22.3		17.9									

Intersection Summary

Intersection Capacity Utilization 37.1% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

E+P
 AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↓	↑↑	↓	↑
Volume (vph)	128	132	422	234	211	210
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	128	132	422	234	211	210
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	3.5	8.2	23.4	6.5		13.0
Adj Reference Time (s)	11.5	14.7	29.9	13.0		19.5
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	3.5		292.2	6.5	75.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	3.5			292.2		
Adj Reference Time (s)	11.5			298.7		
Split Option						
Ref Time Combined (s)	3.5		23.4	6.5	6.0	
Ref Time Seperate (s)	3.5		23.4	6.5	6.0	
Reference Time (s)	3.5		23.4	23.4	6.0	
Adj Reference Time (s)	11.5		29.9	29.9	12.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	41.4		NA			
Permitted Option (s)	298.7		Err			
Split Option (s)	41.4		12.5			
Minimum (s)	41.4		12.5		53.9	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	14.7	19.5				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	29.9	0.0				
Combined (s)	44.6	31.0				

Intersection Summary

Intersection Capacity Utilization 53.9% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
1: Peck Road & Workman Mill Rd

2016_NP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	17	20	9	466	6	61	4	655	607	303	1063	28
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	17	20	9	0	533	0	4	655	607	303	1063	28
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.94	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3572	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.6			0.0			0.2	12.7	37.6	16.8	29.4	1.7
Adj Reference Time (s)	10.0			0.0			10.0	17.7	43.6	23.3	34.4	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		312	144		1725	144		1809	
Reference Time A (s)	11.8	1.1	0.0		170.7	2.8		12.7	209.8		29.4	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	8.9	1.1	20.9		22.9	NA		NA	NA		NA	
Reference Time (s)	8.9				22.9			12.7			209.8	
Adj Reference Time (s)	13.9				27.9			17.7			214.8	
Split Option												
Ref Time Combined (s)	0.9	1.1	0.0		14.9	0.2		12.7	16.8		29.4	
Ref Time Seperate (s)	0.9	1.1	12.9		0.4	0.2		12.7	16.8		29.4	
Reference Time (s)	1.1	1.1	14.9		14.9	12.7		12.7	29.4		29.4	
Adj Reference Time (s)	10.0	10.0	19.9		19.9	17.7		17.7	34.4		34.4	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		44.4									
Permitted Option (s)	27.9		214.8									
Split Option (s)	29.9		52.0									
Minimum (s)	27.9		44.4		72.3							
Right Turns												
	EBR		NBR		SBR							
Adj Reference Time (s)	10.0		43.6		10.0							
Cross Thru Ref Time (s)	34.4		0.0		19.9							
Oncoming Left Ref Time (s)	19.9		0.0		10.0							
Combined (s)	64.3		43.6		39.9							
Intersection Summary												
Intersection Capacity Utilization			72.3%		ICU Level of Service				C			
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
2: Workman Mill Rd & Crossroads Pkwy S

2016_NP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↗	↕			↕		↗	↕		↗	↕	↗
Volume (vph)	153	197	23	0	376	31	6	3	1	44	43	435
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No		No		No		No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	153	220	0	0	407	0	6	4	0	44	188	290
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	0.98	0.85	0.95	0.99	0.85	0.95	0.96	0.85	0.95	0.88	0.85
Saturated Flow (vph)	1805	3561	0	0	3576	0	1805	1829	0	1805	1680	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		Yes			Yes			Yes			Yes	
Reference Time (s)	8.5	6.2	0.0	0.0	11.4	0.0	0.3	0.2	0.0	2.4	11.2	18.0
Adj Reference Time (s)	15.0	12.7	0.0	0.0	17.9	0.0	11.5	11.5	0.0	11.5	17.7	24.5
Permitted Option												
Adj Saturation A (vph)	144	1780		0	1788		144	1829		144	1680	
Reference Time A (s)	106.0	6.2		0.0	11.4		4.2	0.2		30.5	11.2	
Adj Saturation B (vph)	NA	NA		NA	NA		NA	NA		0	1680	
Reference Time B (s)	NA	NA		NA	NA		NA	NA		10.4	11.2	
Reference Time (s)		106.0			11.4			4.2			11.2	
Adj Reference Time (s)		112.5			17.9			11.5			17.7	
Split Option												
Ref Time Combined (s)	8.5	6.2		0.0	11.4		0.3	0.2		2.4	11.2	
Ref Time Seperate (s)	8.5	5.5		0.0	10.5		0.3	0.2		2.4	2.6	
Reference Time (s)	8.5	8.5		11.4	11.4		0.3	0.3		11.2	11.2	
Adj Reference Time (s)	15.0	15.0		17.9	17.9		11.5	11.5		17.7	17.7	
Summary	EB WB		NB SB		Combined							
Protected Option (s)	32.9		29.2									
Permitted Option (s)	112.5		17.7									
Split Option (s)	32.9		29.2									
Minimum (s)	32.9		17.7		50.5							
Right Turns	SBR											
Adj Reference Time (s)	24.5											
Cross Thru Ref Time (s)	17.9											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	53.8											

Intersection Summary

Intersection Capacity Utilization 53.8% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

2016_NP
AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	307	84	479	1388	45	162
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	391	0	479	1388	45	162
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.97	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3501	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	11.2	0.0	26.5	38.4		10.0
Adj Reference Time (s)	17.7	0.0	33.0	44.9		16.5
Permitted Option						
Adj Saturation A (vph)	1751		144	1809	144	
Reference Time A (s)	11.2		331.7	38.4	31.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	11.2			331.7		
Adj Reference Time (s)	17.7			338.2		
Split Option						
Ref Time Combined (s)	11.2		26.5	38.4	2.5	
Ref Time Seperate (s)	8.8		26.5	38.4	2.5	
Reference Time (s)	11.2		38.4	38.4	2.5	
Adj Reference Time (s)	17.7		44.9	44.9	11.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	50.7		NA			
Permitted Option (s)	338.2		Err			
Split Option (s)	62.5		11.5			
Minimum (s)	50.7		11.5		62.2	
Right Turns						
	NBR					
Adj Reference Time (s)	16.5					
Cross Thru Ref Time (s)	17.7					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	34.2					
Intersection Summary						
Intersection Capacity Utilization		62.2%		ICU Level of Service		B
Reference Times and Phasing Options do not represent an optimized timing plan.						

Intersection Capacity Utilization
4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

2016_NP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	282	1	233	0	0	0	0	74	190	152	424	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	283	233	0	0	0	0	74	190	152	424	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3611	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			14.4			0.0	0.0	2.0	11.8	8.4	11.7	0.0
Adj Reference Time (s)			20.4			0.0	0.0	11.5	17.8	14.9	18.2	0.0
Permitted Option												
Adj Saturation A (vph)	0	289		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	97.8		0.0	0.0		0.0	2.0		105.3	11.7	
Adj Saturation B (vph)	0	0		0	0		NA	NA		0	3618	
Reference Time B (s)	15.8	15.8		0.0	0.0		NA	NA		16.4	11.7	
Reference Time (s)		15.8			0.0			2.0			16.4	
Adj Reference Time (s)		22.3			10.0			11.5			22.9	
Split Option												
Ref Time Combined (s)	0.0	7.8		0.0	0.0		0.0	2.0		8.4	11.7	
Ref Time Seperate (s)	7.8	0.1		0.0	0.0		0.0	2.0		8.4	11.7	
Reference Time (s)	7.8	7.8		0.0	0.0		2.0	2.0		11.7	11.7	
Adj Reference Time (s)	14.3	14.3		0.0	0.0		11.5	11.5		18.2	18.2	
Summary												
Protected Option (s)	NA		26.4									
Permitted Option (s)	22.3		22.9									
Split Option (s)	14.3		29.7									
Minimum (s)	14.3		22.9		37.3							
Right Turns												
Adj Reference Time (s)	EBR		NBR									
Cross Thru Ref Time (s)	20.4		17.8									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	20.4		17.8									

Intersection Summary

Intersection Capacity Utilization 37.3% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

2016_NP
 AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑↑	↑
Volume (vph)	129	133	394	236	213	208
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	129	133	394	236	213	208
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	3.6	8.2	21.8	6.5		12.9
Adj Reference Time (s)	11.5	14.7	28.3	13.0		19.4
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	3.6		272.9	6.5	76.0	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	3.6			272.9		
Adj Reference Time (s)	11.5			279.4		
Split Option						
Ref Time Combined (s)	3.6		21.8	6.5	6.1	
Ref Time Seperate (s)	3.6		21.8	6.5	6.1	
Reference Time (s)	3.6		21.8	21.8	6.1	
Adj Reference Time (s)	11.5		28.3	28.3	12.6	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	39.8		NA			
Permitted Option (s)	279.4		Err			
Split Option (s)	39.8		12.6			
Minimum (s)	39.8		12.6		52.4	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	14.7	19.4				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	28.3	0.0				
Combined (s)	43.1	30.9				

Intersection Summary

Intersection Capacity Utilization 52.4% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

1: Peck Road & Workman Mill Rd

E+P
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	26	3	8	375	0	92	4	849	628	142	934	25
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	26	3	8	0	467	0	4	849	628	142	934	25
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.93	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3540	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.5			0.0			0.2	16.4	38.9	7.9	25.8	1.5
Adj Reference Time (s)	10.0			0.0			10.0	21.4	44.9	14.4	30.8	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		329	144		1725	144		1809	
Reference Time A (s)	18.0	0.2	0.0		142.0	2.8		16.4	98.3		25.8	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	9.4	0.2	18.4		21.2	NA		NA	NA		NA	
Reference Time (s)	9.4		21.2			16.4			98.3			
Adj Reference Time (s)	14.4		26.2			21.4			103.3			
Split Option												
Ref Time Combined (s)	1.4	0.2	0.0		13.2	0.2		16.4	7.9		25.8	
Ref Time Separate (s)	1.4	0.2	10.4		0.0	0.2		16.4	7.9		25.8	
Reference Time (s)	1.4	1.4	13.2		13.2	16.4		16.4	25.8		25.8	
Adj Reference Time (s)	10.0	10.0	18.2		18.2	21.4		21.4	30.8		30.8	
Summary												
Protected Option (s)	NA		40.8									
Permitted Option (s)	26.2		103.3									
Split Option (s)	28.2		52.2									
Minimum (s)	26.2		40.8			67.0						
Right Turns												
Adj Reference Time (s)	10.0	44.9	10.0									
Cross Thru Ref Time (s)	30.8	0.0	18.2									
Oncoming Left Ref Time (s)	18.2	0.0	10.0									
Combined (s)	59.0	44.9	38.2									
Intersection Summary												
Intersection Capacity Utilization	67.0%		ICU Level of Service			C						
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization

2: Workman Mill Rd & Crossroads Pkwy S

E+P
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	330	395	2	2	285	53	17	9	4	44	6	139
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	330	397	0	0	340	0	17	13	0	44	52	93
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.98	0.85	0.95	0.95	0.85	0.95	0.87	0.85
Saturated Flow (vph)	1805	3615	0	0	3532	0	1805	1812	0	1805	1648	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			0.0			0.0	0.9	0.7	0.0	2.4	3.2	5.7
Adj Reference Time (s)			0.0			0.0	11.5	11.5	0.0	11.5	11.5	12.2
Permitted Option												
Adj Saturation A (vph)	144	1807		0	1550		144	1812		144	1648	
Reference Time A (s)	228.5	11.0		0.0	10.7		11.8	0.7		30.5	3.2	
Adj Saturation B (vph)	NA	NA		NA	NA		0	1812		0	1648	
Reference Time B (s)	NA	NA		NA	NA		8.9	0.7		10.4	3.2	
Reference Time (s)		228.5			10.7			8.9			10.4	
Adj Reference Time (s)		235.0			17.2			15.4			16.9	
Split Option												
Ref Time Combined (s)	18.3	11.0		0.0	9.6		0.9	0.7		2.4	3.2	
Ref Time Seperate (s)	18.3	10.9		0.1	8.1		0.9	0.5		2.4	0.4	
Reference Time (s)	18.3	18.3		9.6	9.6		0.9	0.9		3.2	3.2	
Adj Reference Time (s)	24.8	24.8		16.1	16.1		11.5	11.5		11.5	11.5	
Summary												
Protected Option (s)	NA		23.0									
Permitted Option (s)	235.0		16.9									
Split Option (s)	40.9		23.0									
Minimum (s)	40.9		16.9		57.8							
Right Turns												
Adj Reference Time (s)	SBR											
Cross Thru Ref Time (s)	12.2											
Oncoming Left Ref Time (s)	16.1											
Combined (s)	11.5											
Intersection Summary												
Intersection Capacity Utilization	57.8%		ICU Level of Service				B					
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

Existing
 PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	954	47	132	370	45	348
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	1001	0	132	370	45	348
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.99	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3592	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	27.9	0.0	7.3	10.2		21.5
Adj Reference Time (s)	34.4	0.0	13.8	16.7		28.0
Permitted Option						
Adj Saturation A (vph)	1796		144	1809	144	
Reference Time A (s)	27.9		91.4	10.2	31.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	27.9			91.4		
Adj Reference Time (s)	34.4			97.9		
Split Option						
Ref Time Combined (s)	27.9		7.3	10.2	2.5	
Ref Time Seperate (s)	26.6		7.3	10.2	2.5	
Reference Time (s)	27.9		10.2	10.2	2.5	
Adj Reference Time (s)	34.4		16.7	16.7	11.5	
Summary	EB WB		NB	Combined		
Protected Option (s)	48.2		NA			
Permitted Option (s)	97.9		Err			
Split Option (s)	51.1		11.5			
Minimum (s)	48.2		11.5	59.7		
Right Turns	NBR					
Adj Reference Time (s)	28.0					
Cross Thru Ref Time (s)	34.4					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	62.4					
Intersection Summary						
Intersection Capacity Utilization	62.4%		ICU Level of Service		B	
Reference Times and Phasing Options do not represent an optimized timing plan.						

Intersection Capacity Utilization

4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

E+P
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	180	3	78	0	0	0	0	142	461	257	278	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	183	78	0	0	0	0	142	461	257	278	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3613	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			4.8			0.0	0.0	3.9	28.5	14.2	7.7	0.0
Adj Reference Time (s)			10.8			0.0	0.0	11.5	34.5	20.7	14.2	0.0
Permitted Option												
Adj Saturation A (vph)	0	292		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	62.7		0.0	0.0		0.0	3.9		178.0	7.7	
Adj Saturation B (vph)	0	0		0	0		NA	NA		NA	NA	
Reference Time B (s)	13.0	13.1		0.0	0.0		NA	NA		NA	NA	
Reference Time (s)		13.1			0.0			3.9			178.0	
Adj Reference Time (s)		19.6			10.0			11.5			184.5	
Split Option												
Ref Time Combined (s)	0.0	5.1		0.0	0.0		0.0	3.9		14.2	7.7	
Ref Time Separate (s)	5.0	0.2		0.0	0.0		0.0	3.9		14.2	7.7	
Reference Time (s)	5.1	5.1		0.0	0.0		3.9	3.9		14.2	14.2	
Adj Reference Time (s)	11.6	11.6		0.0	0.0		11.5	11.5		20.7	20.7	
Summary												
Protected Option (s)	NA		32.2									
Permitted Option (s)	19.6		184.5									
Split Option (s)	11.6		32.2									
Minimum (s)	11.6		32.2		43.8							
Right Turns												
Adj Reference Time (s)	EBR		NBR									
Cross Thru Ref Time (s)	10.8		34.5									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	0.0		0.0									
Intersection Summary												
Intersection Capacity Utilization			43.8%		ICU Level of Service				A			
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

E+P
 PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↓	↑↑	↓	↑
Volume (vph)	169	187	343	182	125	200
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	169	187	343	182	125	200
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	4.7	11.6	19.0	5.0		12.4
Adj Reference Time (s)	11.5	18.1	25.5	11.5		18.9
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	4.7		237.5	5.0	44.6	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	4.7			237.5		
Adj Reference Time (s)	11.5			244.0		
Split Option						
Ref Time Combined (s)	4.7		19.0	5.0	3.6	
Ref Time Seperate (s)	4.7		19.0	5.0	3.6	
Reference Time (s)	4.7		19.0	19.0	3.6	
Adj Reference Time (s)	11.5		25.5	25.5	11.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	37.0		NA			
Permitted Option (s)	244.0		Err			
Split Option (s)	37.0		11.5			
Minimum (s)	37.0		11.5		48.5	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	18.1	18.9				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	25.5	0.0				
Combined (s)	43.6	30.4				

Intersection Summary

Intersection Capacity Utilization 48.5% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
1: Peck Road & Workman Mill Rd

2016 NP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	26	8	8	369	0	83	4	867	633	141	943	25
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	26	8	8	0	452	0	4	867	633	141	943	25
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.93	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3544	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.5			0.0			0.2	16.8	39.2	7.8	26.1	1.5
Adj Reference Time (s)	10.0			0.0			10.0	21.8	45.2	14.3	31.1	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		325	144		1725	144		1809	
Reference Time A (s)	18.0	0.4	0.0		138.9	2.8		16.8	97.6		26.1	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	9.4	0.4	18.2		20.8	NA		NA	NA		NA	
Reference Time (s)	9.4		20.8			16.8			97.6			
Adj Reference Time (s)	14.4		25.8			21.8			102.6			
Split Option												
Ref Time Combined (s)	1.4	0.4	0.0		12.8	0.2		16.8	7.8		26.1	
Ref Time Seperate (s)	1.4	0.4	10.2		0.0	0.2		16.8	7.8		26.1	
Reference Time (s)	1.4	1.4	12.8		12.8	16.8		16.8	26.1		26.1	
Adj Reference Time (s)	10.0	10.0	17.8		17.8	21.8		21.8	31.1		31.1	
Summary												
Protected Option (s)	NA		41.1									
Permitted Option (s)	25.8		102.6									
Split Option (s)	27.8		52.8									
Minimum (s)	25.8		41.1			66.8						
Right Turns												
Adj Reference Time (s)	10.0	45.2	10.0									
Cross Thru Ref Time (s)	31.1	0.0	17.8									
Oncoming Left Ref Time (s)	17.8	0.0	10.0									
Combined (s)	58.8	45.2	37.8									
Intersection Summary												
Intersection Capacity Utilization	66.8%		ICU Level of Service			C						
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
2: Workman Mill Rd & Crossroads Pkwy S

2016 NP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↗	↕			↕		↗	↕		↗	↕	↗
Volume (vph)	333	395	2	2	269	34	17	9	4	40	6	140
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	333	397	0	0	305	0	17	13	0	40	53	93
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.98	0.85	0.95	0.95	0.85	0.95	0.87	0.85
Saturated Flow (vph)	1805	3615	0	0	3556	0	1805	1812	0	1805	1647	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			0.0			0.0	0.9	0.7	0.0	2.2	3.2	5.8
Adj Reference Time (s)			0.0			0.0	11.5	11.5	0.0	11.5	11.5	12.3
Permitted Option												
Adj Saturation A (vph)	144	1807		0	1538		144	1812		144	1647	
Reference Time A (s)	230.6	11.0		0.0	9.7		11.8	0.7		27.7	3.2	
Adj Saturation B (vph)	NA	NA		NA	NA		0	1812		0	1647	
Reference Time B (s)	NA	NA		NA	NA		8.9	0.7		10.2	3.2	
Reference Time (s)		230.6			9.7			8.9			10.2	
Adj Reference Time (s)		237.1			16.2			15.4			16.7	
Split Option												
Ref Time Combined (s)	18.4	11.0		0.0	8.6		0.9	0.7		2.2	3.2	
Ref Time Seperate (s)	18.4	10.9		0.1	7.6		0.9	0.5		2.2	0.4	
Reference Time (s)	18.4	18.4		8.6	8.6		0.9	0.9		3.2	3.2	
Adj Reference Time (s)	24.9	24.9		15.1	15.1		11.5	11.5		11.5	11.5	
Summary	EB WB		NB SB		Combined							
Protected Option (s)	NA		23.0									
Permitted Option (s)	237.1		16.7									
Split Option (s)	40.0		23.0									
Minimum (s)	40.0		16.7		56.7							
Right Turns	SBR											
Adj Reference Time (s)	12.3											
Cross Thru Ref Time (s)	15.1											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	38.9											

Intersection Summary

Intersection Capacity Utilization 56.7% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

2016 NP
PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	964	47	133	374	45	351
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	1011	0	133	374	45	351
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.99	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3592	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	28.1	0.0	7.4	10.3		21.7
Adj Reference Time (s)	34.6	0.0	13.9	16.8		28.2
Permitted Option						
Adj Saturation A (vph)	1796		144	1809	144	
Reference Time A (s)	28.1		92.1	10.3	31.2	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	28.1			92.1		
Adj Reference Time (s)	34.6			98.6		
Split Option						
Ref Time Combined (s)	28.1		7.4	10.3	2.5	
Ref Time Seperate (s)	26.8		7.4	10.3	2.5	
Reference Time (s)	28.1		10.3	10.3	2.5	
Adj Reference Time (s)	34.6		16.8	16.8	11.5	
Summary	EB WB		NB	Combined		
Protected Option (s)	48.5		NA			
Permitted Option (s)	98.6		Err			
Split Option (s)	51.5		11.5			
Minimum (s)	48.5		11.5	60.0		
Right Turns	NBR					
Adj Reference Time (s)	28.2					
Cross Thru Ref Time (s)	34.6					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	62.9					

Intersection Summary

Intersection Capacity Utilization 62.9% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

2016 NP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	182	3	73	0	0	0	0	144	436	260	275	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	185	73	0	0	0	0	144	436	260	275	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3613	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			4.5			0.0	0.0	4.0	27.0	14.4	7.6	0.0
Adj Reference Time (s)			10.5			0.0	0.0	11.5	33.0	20.9	14.1	0.0
Permitted Option												
Adj Saturation A (vph)	0	292		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	63.4		0.0	0.0		0.0	4.0		180.1	7.6	
Adj Saturation B (vph)	0	0		0	0		NA	NA		NA	NA	
Reference Time B (s)	13.0	13.1		0.0	0.0		NA	NA		NA	NA	
Reference Time (s)		13.1			0.0			4.0			180.1	
Adj Reference Time (s)		19.6			10.0			11.5			186.6	
Split Option												
Ref Time Combined (s)	0.0	5.1		0.0	0.0		0.0	4.0		14.4	7.6	
Ref Time Seperate (s)	5.0	0.2		0.0	0.0		0.0	4.0		14.4	7.6	
Reference Time (s)	5.1	5.1		0.0	0.0		4.0	4.0		14.4	14.4	
Adj Reference Time (s)	11.6	11.6		0.0	0.0		11.5	11.5		20.9	20.9	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		32.4									
Permitted Option (s)	19.6		186.6									
Split Option (s)	11.6		32.4									
Minimum (s)	11.6		32.4		44.0							
Right Turns												
	EBR		NBR									
Adj Reference Time (s)	10.5		33.0									
Cross Thru Ref Time (s)	0.0		0.0									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	10.5		33.0									
Intersection Summary												
Intersection Capacity Utilization			44.0%		ICU Level of Service				A			
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

2016 NP
 PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑↑	↑
Volume (vph)	171	189	340	184	126	173
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	171	189	340	184	126	173
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	4.7	11.7	18.8	5.1		10.7
Adj Reference Time (s)	11.5	18.2	25.3	11.6		17.2
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	4.7		235.5	5.1	44.9	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	4.7			235.5		
Adj Reference Time (s)	11.5			242.0		
Split Option						
Ref Time Combined (s)	4.7		18.8	5.1	3.6	
Ref Time Seperate (s)	4.7		18.8	5.1	3.6	
Reference Time (s)	4.7		18.8	18.8	3.6	
Adj Reference Time (s)	11.5		25.3	25.3	11.5	
Summary	EB WB		NB		Combined	
Protected Option (s)	36.8		NA			
Permitted Option (s)	242.0		Err			
Split Option (s)	36.8		11.5			
Minimum (s)	36.8		11.5		48.3	
Right Turns	EBR	NBR				
Adj Reference Time (s)	18.2	17.2				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	25.3	0.0				
Combined (s)	43.5	28.7				

Intersection Summary

Intersection Capacity Utilization 48.3% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
1: Peck Road & Workman Mill Rd

2016 WP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	17	20	9	467	6	62	4	655	618	314	1063	28
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	17	20	9	0	535	0	4	655	618	314	1063	28
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.94	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3571	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.6			0.0			0.2	12.7	38.3	17.4	29.4	1.7
Adj Reference Time (s)	10.0			0.0			10.0	17.7	44.3	23.9	34.4	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		313	144		1725	144		1809	
Reference Time A (s)	11.8	1.1	0.0		171.2	2.8		12.7	217.5		29.4	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	8.9	1.1	20.9		23.0	NA		NA	NA		NA	
Reference Time (s)	8.9				23.0			12.7			217.5	
Adj Reference Time (s)	13.9				28.0			17.7			222.5	
Split Option												
Ref Time Combined (s)	0.9	1.1	0.0		15.0	0.2		12.7	17.4		29.4	
Ref Time Seperate (s)	0.9	1.1	12.9		0.4	0.2		12.7	17.4		29.4	
Reference Time (s)	1.1	1.1	15.0		15.0	12.7		12.7	29.4		29.4	
Adj Reference Time (s)	10.0	10.0	20.0		20.0	17.7		17.7	34.4		34.4	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		44.4									
Permitted Option (s)	28.0		222.5									
Split Option (s)	30.0		52.0									
Minimum (s)	28.0		44.4		72.4							
Right Turns												
	EBR		NBR		SBR							
Adj Reference Time (s)	10.0		44.3		10.0							
Cross Thru Ref Time (s)	34.4		0.0		20.0							
Oncoming Left Ref Time (s)	20.0		0.0		10.0							
Combined (s)	64.4		44.3		40.0							
Intersection Summary												
Intersection Capacity Utilization			72.4%		ICU Level of Service		C					
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
2: Workman Mill Rd & Crossroads Pkwy S

2016 WP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Volume (vph)	153	218	23	0	379	34	6	3	1	65	43	435	
Pedestrians													
Ped Button													
Pedestrian Timing (s)													
Free Right			No			No			No			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Lost Time (s)	6.5	6.5	6.0	6.0	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5	
Minimum Green (s)	5.0	5.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0	
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100	
Volume Combined (vph)	153	241	0	0	413	0	6	4	0	65	188	290	
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Turning Factor (vph)	0.95	0.99	0.85	0.95	0.99	0.85	0.95	0.96	0.85	0.95	0.88	0.85	
Saturated Flow (vph)	1805	3566	0	0	3573	0	1805	1829	0	1805	1680	1615	
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00		
Protected Option Allowed		Yes			Yes			Yes			Yes		
Reference Time (s)	8.5	6.8	0.0	0.0	11.6	0.0	0.3	0.2	0.0	3.6	11.2	18.0	
Adj Reference Time (s)	15.0	13.3	0.0	0.0	18.1	0.0	11.5	11.5	0.0	11.5	17.7	24.5	
Permitted Option													
Adj Saturation A (vph)	144	1783		0	1786		144	1829		144	1680		
Reference Time A (s)	106.0	6.8		0.0	11.6		4.2	0.2		45.0	11.2		
Adj Saturation B (vph)	NA	NA		NA	NA		NA	NA		0	1680		
Reference Time B (s)	NA	NA		NA	NA		NA	NA		11.6	11.2		
Reference Time (s)		106.0			11.6			4.2			11.6		
Adj Reference Time (s)		112.5			18.1			11.5			18.1		
Split Option													
Ref Time Combined (s)	8.5	6.8		0.0	11.6		0.3	0.2		3.6	11.2		
Ref Time Seperate (s)	8.5	6.1		0.0	10.6		0.3	0.2		3.6	2.6		
Reference Time (s)	8.5	8.5		11.6	11.6		0.3	0.3		11.2	11.2		
Adj Reference Time (s)	15.0	15.0		18.1	18.1		11.5	11.5		17.7	17.7		
Summary													
	EB WB		NB SB		Combined								
Protected Option (s)	33.0		29.2										
Permitted Option (s)	112.5		18.1										
Split Option (s)	33.0		29.2										
Minimum (s)	33.0		18.1		51.1								
Right Turns													
	SBR												
Adj Reference Time (s)	24.5												
Cross Thru Ref Time (s)	18.1												
Oncoming Left Ref Time (s)	11.5												
Combined (s)	54.0												
Intersection Summary													
Intersection Capacity Utilization			54.0%		ICU Level of Service				A				
Reference Times and Phasing Options do not represent an optimized timing plan.													

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

2016 WP
AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	307	95	490	1388	46	163
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	402	0	490	1388	46	163
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.96	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3489	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	11.5	0.0	27.1	38.4		10.1
Adj Reference Time (s)	18.0	0.0	33.6	44.9		16.6
Permitted Option						
Adj Saturation A (vph)	1745		144	1809	144	
Reference Time A (s)	11.5		339.3	38.4	31.9	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	11.5			339.3		
Adj Reference Time (s)	18.0			345.8		
Split Option						
Ref Time Combined (s)	11.5		27.1	38.4	2.5	
Ref Time Seperate (s)	8.8		27.1	38.4	2.5	
Reference Time (s)	11.5		38.4	38.4	2.5	
Adj Reference Time (s)	18.0		44.9	44.9	11.5	
Summary	EB WB		NB		Combined	
Protected Option (s)	51.7		NA			
Permitted Option (s)	345.8		Err			
Split Option (s)	62.9		11.5			
Minimum (s)	51.7		11.5		63.2	
Right Turns	NBR					
Adj Reference Time (s)	16.6					
Cross Thru Ref Time (s)	18.0					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	34.6					

Intersection Summary

Intersection Capacity Utilization 63.2% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

2016 WP
AM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Volume (vph)	282	1	265	0	0	0	0	78	194	152	456	0	
Pedestrians													
Ped Button													
Pedestrian Timing (s)													
Free Right	Yes			No				Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0	
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0	
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100	
Volume Combined (vph)	0	283	265	0	0	0	0	78	194	152	456	0	
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85	
Saturated Flow (vph)	0	3611	1615	0	0	0	0	3618	1615	1805	3618	0	
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Pedestrian Frequency (%)	0.00		0.00				0.00			0.00			
Protected Option Allowed	No			No				Yes			Yes		
Reference Time (s)	16.4			0.0				2.2		12.0		8.4	
Adj Reference Time (s)	22.4			0.0				11.5		18.0		14.9	
Permitted Option													
Adj Saturation A (vph)	0	289	0	0	0	0	0	1809	0	144	1809	0	
Reference Time A (s)	0.0	97.8	0.0	0.0	0.0	0.0	0.0	2.2	0.0	105.3	12.6	0.0	
Adj Saturation B (vph)	0	0	0	0	0	0	0	NA	0	0	3618	0	
Reference Time B (s)	15.8	15.8	0.0	0.0	0.0	0.0	0.0	NA	0.0	16.4	12.6	0.0	
Reference Time (s)	15.8		0.0				2.2			16.4			
Adj Reference Time (s)	22.3		10.0				11.5			22.9			
Split Option													
Ref Time Combined (s)	0.0	7.8	0.0	0.0	0.0	0.0	0.0	2.2	0.0	8.4	12.6	0.0	
Ref Time Seperate (s)	7.8	0.1	0.0	0.0	0.0	0.0	0.0	2.2	0.0	8.4	12.6	0.0	
Reference Time (s)	7.8	7.8	0.0	0.0	0.0	0.0	2.2	2.2	0.0	12.6	12.6	0.0	
Adj Reference Time (s)	14.3	14.3	0.0	0.0	0.0	0.0	11.5	11.5	0.0	19.1	19.1	0.0	
Summary	EB WB		NB SB		Combined								
Protected Option (s)	NA		26.4										
Permitted Option (s)	22.3		22.9										
Split Option (s)	14.3		30.6										
Minimum (s)	14.3		22.9		37.3								
Right Turns	EBR		NBR										
Adj Reference Time (s)	22.4		18.0										
Cross Thru Ref Time (s)	0.0		0.0										
Oncoming Left Ref Time (s)	0.0		0.0										
Combined (s)	22.4		18.0										

Intersection Summary

Intersection Capacity Utilization 37.3% ICU Level of Service A
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

2016 WP
 AM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑↑	↑
Volume (vph)	129	133	426	236	213	212
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	129	133	426	236	213	212
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	3.6	8.2	23.6	6.5		13.1
Adj Reference Time (s)	11.5	14.7	30.1	13.0		19.6
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	3.6		295.0	6.5	76.0	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	3.6			295.0		
Adj Reference Time (s)	11.5			301.5		
Split Option						
Ref Time Combined (s)	3.6		23.6	6.5	6.1	
Ref Time Seperate (s)	3.6		23.6	6.5	6.1	
Reference Time (s)	3.6		23.6	23.6	6.1	
Adj Reference Time (s)	11.5		30.1	30.1	12.6	
Summary	EB WB		NB		Combined	
Protected Option (s)	41.6		NA			
Permitted Option (s)	301.5		Err			
Split Option (s)	41.6		12.6			
Minimum (s)	41.6		12.6		54.2	
Right Turns	EBR	NBR				
Adj Reference Time (s)	14.7	19.6				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	30.1	0.0				
Combined (s)	44.8	31.1				

Intersection Summary

Intersection Capacity Utilization 54.2% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization

1: Peck Road & Workman Mill Rd

2016 WP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	26	8	8	379	0	93	4	867	635	143	943	25
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right	No			No			Yes			No		
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	5.0	5.0	5.0	5.0	5.0	6.0	5.0	5.0	6.0	6.5	5.0	5.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	26	8	8	0	472	0	4	867	635	143	943	25
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.91	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.93	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	1805	1900	1615	0	3540	0	1805	5176	1615	1805	3618	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00			0.00			0.00		
Protected Option Allowed	No			No			Yes			Yes		
Reference Time (s)	0.5			0.0			0.2	16.8	39.3	7.9	26.1	1.5
Adj Reference Time (s)	10.0			0.0			10.0	21.8	45.3	14.4	31.1	10.0
Permitted Option												
Adj Saturation A (vph)	144	1900	0		329	144		1725	144		1809	
Reference Time A (s)	18.0	0.4	0.0		143.5	2.8		16.8	99.0		26.1	
Adj Saturation B (vph)	0	1900	0		0	NA		NA	NA		NA	
Reference Time B (s)	9.4	0.4	18.5		21.3	NA		NA	NA		NA	
Reference Time (s)	9.4				21.3			16.8			99.0	
Adj Reference Time (s)	14.4				26.3			21.8			104.0	
Split Option												
Ref Time Combined (s)	1.4	0.4	0.0		13.3	0.2		16.8	7.9		26.1	
Ref Time Seperate (s)	1.4	0.4	10.5		0.0	0.2		16.8	7.9		26.1	
Reference Time (s)	1.4	1.4	13.3		13.3	16.8		16.8	26.1		26.1	
Adj Reference Time (s)	10.0	10.0	18.3		18.3	21.8		21.8	31.1		31.1	
Summary												
Protected Option (s)	NA		41.1									
Permitted Option (s)	26.3		104.0									
Split Option (s)	28.3		52.8									
Minimum (s)	26.3		41.1		67.4							
Right Turns												
Adj Reference Time (s)	10.0	45.3	10.0									
Cross Thru Ref Time (s)	31.1	0.0	18.3									
Oncoming Left Ref Time (s)	18.3	0.0	10.0									
Combined (s)	59.4	45.3	38.3									

Intersection Summary

Intersection Capacity Utilization 67.4% ICU Level of Service C
 Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
2: Workman Mill Rd & Crossroads Pkwy S

2016 WP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↗	↕			↕		↗	↕		↗	↕	↗
Volume (vph)	333	399	2	2	288	53	17	9	4	44	6	140
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			No			No			No			No
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.0	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	333	401	0	0	343	0	17	13	0	44	53	93
Lane Utilization Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Factor (vph)	0.95	1.00	0.85	0.95	0.98	0.85	0.95	0.95	0.85	0.95	0.87	0.85
Saturated Flow (vph)	1805	3615	0	0	3533	0	1805	1812	0	1805	1647	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			0.0			0.0	0.9	0.7	0.0	2.4	3.2	5.8
Adj Reference Time (s)			0.0			0.0	11.5	11.5	0.0	11.5	11.5	12.3
Permitted Option												
Adj Saturation A (vph)	144	1807		0	1552		144	1812		144	1647	
Reference Time A (s)	230.6	11.1		0.0	10.8		11.8	0.7		30.5	3.2	
Adj Saturation B (vph)	NA	NA		NA	NA		0	1812		0	1647	
Reference Time B (s)	NA	NA		NA	NA		8.9	0.7		10.4	3.2	
Reference Time (s)		230.6			10.8			8.9			10.4	
Adj Reference Time (s)		237.1			17.3			15.4			16.9	
Split Option												
Ref Time Combined (s)	18.4	11.1		0.0	9.7		0.9	0.7		2.4	3.2	
Ref Time Seperate (s)	18.4	11.0		0.1	8.2		0.9	0.5		2.4	0.4	
Reference Time (s)	18.4	18.4		9.7	9.7		0.9	0.9		3.2	3.2	
Adj Reference Time (s)	24.9	24.9		16.2	16.2		11.5	11.5		11.5	11.5	
Summary	EB WB		NB SB		Combined							
Protected Option (s)	NA		23.0									
Permitted Option (s)	237.1		16.9									
Split Option (s)	41.2		23.0									
Minimum (s)	41.2		16.9		58.1							
Right Turns	SBR											
Adj Reference Time (s)	12.3											
Cross Thru Ref Time (s)	16.2											
Oncoming Left Ref Time (s)	11.5											
Combined (s)	40.0											
Intersection Summary												
Intersection Capacity Utilization			58.1%		ICU Level of Service					B		
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
3: Workman Mill Rd & Pellissier Pl

2016 WP
PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑		↵	↑↑	↵	↵
Volume (vph)	964	49	135	374	55	361
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right		No				No
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.0	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	4.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	1013	0	135	374	55	361
Lane Utilization Factor	0.95	1.00	1.00	0.95	1.00	1.00
Turning Factor (vph)	0.99	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3591	0	1805	3618	1805	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00			0.00	0.00	
Protected Option Allowed	Yes			Yes	No	
Reference Time (s)	28.2	0.0	7.5	10.3		22.4
Adj Reference Time (s)	34.7	0.0	14.0	16.8		28.9
Permitted Option						
Adj Saturation A (vph)	1796		144	1809	144	
Reference Time A (s)	28.2		93.5	10.3	38.1	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	28.2			93.5		
Adj Reference Time (s)	34.7			100.0		
Split Option						
Ref Time Combined (s)	28.2		7.5	10.3	3.0	
Ref Time Seperate (s)	26.8		7.5	10.3	3.0	
Reference Time (s)	28.2		10.3	10.3	3.0	
Adj Reference Time (s)	34.7		16.8	16.8	11.5	
Summary	EB WB		NB	Combined		
Protected Option (s)	48.7		NA			
Permitted Option (s)	100.0		Err			
Split Option (s)	51.5		11.5			
Minimum (s)	48.7		11.5	60.2		
Right Turns	NBR					
Adj Reference Time (s)	28.9					
Cross Thru Ref Time (s)	34.7					
Oncoming Left Ref Time (s)	0.0					
Combined (s)	63.6					

Intersection Summary

Intersection Capacity Utilization 63.6% ICU Level of Service B
Reference Times and Phasing Options do not represent an optimized timing plan.

Intersection Capacity Utilization
4: Crossroads Pkwy S & SR-60 Freeway EB Ramps

2016 WP
PM Peak Hour



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	182	3	79	0	0	0	0	143	465	260	281	0
Pedestrians												
Ped Button												
Pedestrian Timing (s)												
Free Right			Yes			No		Yes			No	
Ideal Flow	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.0	6.0	6.0	6.0	6.0	6.5	6.0	6.5	6.5	6.0
Minimum Green (s)	5.0	5.0	4.0	4.0	4.0	4.0	4.0	5.0	4.0	5.0	5.0	4.0
Refr Cycle Length (s)	100	100	100	100	100	100	100	100	100	100	100	100
Volume Combined (vph)	0	185	79	0	0	0	0	143	465	260	281	0
Lane Utilization Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Turning Factor (vph)	0.95	0.95	0.85	0.95	1.00	0.85	0.95	1.00	0.85	0.95	1.00	0.85
Saturated Flow (vph)	0	3613	1615	0	0	0	0	3618	1615	1805	3618	0
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)		0.00			0.00			0.00			0.00	
Protected Option Allowed		No			No			Yes			Yes	
Reference Time (s)			4.9			0.0	0.0	4.0	28.8	14.4	7.8	0.0
Adj Reference Time (s)			10.9			0.0	0.0	11.5	34.8	20.9	14.3	0.0
Permitted Option												
Adj Saturation A (vph)	0	292		0	0		0	1809		144	1809	
Reference Time A (s)	0.0	63.4		0.0	0.0		0.0	4.0		180.1	7.8	
Adj Saturation B (vph)	0	0		0	0		NA	NA		NA	NA	
Reference Time B (s)	13.0	13.1		0.0	0.0		NA	NA		NA	NA	
Reference Time (s)		13.1			0.0			4.0			180.1	
Adj Reference Time (s)		19.6			10.0			11.5			186.6	
Split Option												
Ref Time Combined (s)	0.0	5.1		0.0	0.0		0.0	4.0		14.4	7.8	
Ref Time Separate (s)	5.0	0.2		0.0	0.0		0.0	4.0		14.4	7.8	
Reference Time (s)	5.1	5.1		0.0	0.0		4.0	4.0		14.4	14.4	
Adj Reference Time (s)	11.6	11.6		0.0	0.0		11.5	11.5		20.9	20.9	
Summary												
	EB WB		NB SB		Combined							
Protected Option (s)	NA		32.4									
Permitted Option (s)	19.6		186.6									
Split Option (s)	11.6		32.4									
Minimum (s)	11.6		32.4		44.0							
Right Turns												
	EBR		NBR									
Adj Reference Time (s)	10.9		34.8									
Cross Thru Ref Time (s)	0.0		0.0									
Oncoming Left Ref Time (s)	0.0		0.0									
Combined (s)	10.9		34.8									
Intersection Summary												
Intersection Capacity Utilization			44.0%		ICU Level of Service				A			
Reference Times and Phasing Options do not represent an optimized timing plan.												

Intersection Capacity Utilization
 5: Crossroads Pkwy S & Crossroads Pkwy N/SR-60 WB Ramps

2016 WP
 PM Peak Hour



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑↑	↑
Volume (vph)	171	189	346	184	126	202
Pedestrians						
Ped Button						
Pedestrian Timing (s)						
Free Right	No				No	
Ideal Flow	1900	1900	1900	1900	1900	1900
Lost Time (s)	6.5	6.5	6.5	6.5	6.5	6.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Refr Cycle Length (s)	100	100	100	100	100	100
Volume Combined (vph)	171	189	346	184	126	202
Lane Utilization Factor	0.95	1.00	1.00	0.95	0.97	1.00
Turning Factor (vph)	1.00	0.85	0.95	1.00	0.95	0.85
Saturated Flow (vph)	3618	1615	1805	3618	3505	1615
Ped Intf Time (s)	0.0	0.0	0.0	0.0	0.0	0.0
Pedestrian Frequency (%)	0.00		0.00		0.00	
Protected Option Allowed	Yes		Yes		No	
Reference Time (s)	4.7	11.7	19.2	5.1		12.5
Adj Reference Time (s)	11.5	18.2	25.7	11.6		19.0
Permitted Option						
Adj Saturation A (vph)	1809		144	1809	140	
Reference Time A (s)	4.7		239.6	5.1	44.9	
Adj Saturation B (vph)	NA		NA	NA	NA	
Reference Time B (s)	NA		NA	NA	NA	
Reference Time (s)	4.7			239.6		
Adj Reference Time (s)	11.5			246.1		
Split Option						
Ref Time Combined (s)	4.7		19.2	5.1	3.6	
Ref Time Seperate (s)	4.7		19.2	5.1	3.6	
Reference Time (s)	4.7		19.2	19.2	3.6	
Adj Reference Time (s)	11.5		25.7	25.7	11.5	
Summary						
	EB WB		NB		Combined	
Protected Option (s)	37.2		NA			
Permitted Option (s)	246.1		Err			
Split Option (s)	37.2		11.5			
Minimum (s)	37.2		11.5		48.7	
Right Turns						
	EBR	NBR				
Adj Reference Time (s)	18.2	19.0				
Cross Thru Ref Time (s)	0.0	11.5				
Oncoming Left Ref Time (s)	25.7	0.0				
Combined (s)	43.9	30.5				

Intersection Summary

Intersection Capacity Utilization 48.7% ICU Level of Service A
 Reference Times and Phasing Options do not represent an optimized timing plan.

Exhibit B.2
Mitigation Monitoring and Reporting
Program

December 2015 | City of Industry

Mitigation Monitoring Program Crossroads Office Building

Development Plan 15-14, TPM 340 and Zone Exception 15-4

Prepared for:

City of Industry

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City of Industry, California 91744-0366
626.333.2211

Project Number:

IND-07.144

Prepared by:

PlaceWorks

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program (MMP) has been developed to provide a vehicle to monitor mitigation measures and conditions of approval outlined in the Mitigated Negative Declaration. The MMP has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Industry monitoring requirements. Section 21081.6 states:

- a) **When making the findings required by paragraph (1) of subdivision subsection (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:**
 - 1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.
 - 2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.
- b) **A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.**
- c) **Prior to the close of the public review period for a draft environmental impact report or mitigated negative declaration, a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either submit to the lead agency complete and detailed performance objectives for mitigation measures which would address the significant effects on the environment identified by the responsible agency or agency having jurisdiction over natural resources affected by the project, or refer the lead agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a lead agency by a responsible agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures which mitigate impacts to resources which are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance by a responsible agency or agency having jurisdiction over natural resources affected by a project with that requirement shall not limit the authority of the responsible agency or agency having**

1. Introduction

jurisdiction over natural resources affected by a project, or the authority of the lead agency, to approve, condition, or deny projects as provided by this division or any other provision of law.

The MMP will serve to document compliance with adopted/certified mitigation measures that are formulated to minimize impacts associated with the construction of the proposed project.

1.2 PROJECT SUMMARY

The project involves construction of the following improvements:

The project includes construction of a two-story, 77,250-square-foot precast concrete tilt-up office building. The building would be in the north-central part of the proposed parcel with parking wrapping around all four sides of the building. The main entrance would be on the south side of the building. Exits with interior stairwells would also be on the east and west sides of the building. The building facades would consist of concrete and glass, with stone on the first story at building corners and between windows.

Site access would be at the two existing driveways from Crossroads Parkway; the driveway at the southwest corner of the site is shared with the office building to the west. The project would provide 300 parking spaces, 9 fewer than required by the City of Industry's zoning code; such a small deviation can be approved administratively by the City Planning Director. The site would share 9 parking spaces with the adjacent parcel, which has excess parking. Parking spaces would consist of 243 standard spaces, 12 accessible spaces next to the south side of the building, and 45 compact spaces along the eastern site boundary.

The project would provide 30,687 square feet of landscaping, mostly along the southern and northern site boundaries. The majority of the landscaped area fronting Crossroads Parkway would be a dual-purpose detention/biofiltration basin. Biofiltration functions as a soil- and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. The filter material would be three feet deep; underground subdrains from the detention/biofiltration basin would convey filtered stormwater from the basin to an existing storm drain in Crossroads Parkway. Detention is the temporary accumulation and storage of stormwater for controlled release within a few days after a storm.

1.3 PROJECT LOCATION

The project site is at 12851 Crossroads Parkway South in the City of Industry in Los Angeles County. The site is in the southwest San Gabriel Valley and at the northwest foot of the Puente Hills.

Regional access to the site is from State Route 60 (SR-60, the Pomona Freeway) via Crossroads Parkway about 0.4 mile to the east. The junction of the SR-60 and Interstate 605 freeways is approximately 0.4 mile northwest of the site.

Site access is via two driveways from Crossroads Parkway—one at the southeast corner of the site and one at the southwest corner. The driveway at the southwest corner is shared with the office building to the west.

1. Introduction

1.4 ENVIRONMENTAL IMPACTS

The environmental document for this project is a “Mitigated Negative Declaration,” meaning that at least one impact was found to be potentially significant unless mitigation was incorporated. In this instance, mitigation was required for environmental impacts in two evaluation categories – Paleontological Resources, and Tribal Cultural Resources. With adoption of the mitigation measures, the Initial Study found that all identified impacts would be reduced to a less than significant level. No impacts were found to be significant and unavoidable.

1.5 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Mitigated Negative Declaration, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMP. To effectively track and document the status of mitigation measures, a mitigation matrix has been prepared.

1. Introduction

Table 1 Mitigation Monitoring Requirements

Mitigation Measure	Timing	Responsible Implementing Party	Responsible Monitoring Party	Document Location (Monitoring Record)	Completion Date		
					Responsible Monitoring Party	Project Mitigation Monitor	
3.5 Cultural Resources							
1	In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.	During construction	Contractor	Planning Department	Planning Department		
2	If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.	During construction	Contractor	Planning Department	Planning Department		

Exhibit C
DP 15-14 Standard Requirements and
Conditions of Approval



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 C

Standard Requirements and Conditions of Approval

Application: Development Plan 15-14

Applicant: Majestic Realty Co., 13191 Crossroads Parkway North, Sixth Floor, Industry, CA 91746

Location: 12851 Crossroads Parkway South (APN 8125-059-016)

Development Plan 15-14 Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof. If applicable, addresses will include designators for individual tenant addresses, such as Unit A.
2. If buried tribal cultural resources are discovered during ground-disturbing activities (as defined in Section 21074 of the California Public Resources Code), work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site, pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
3. In the event that fossils are unearthed during project grading and/or construction activities, ground disturbance shall be stopped within 50 feet of the discovery until the discovery can be evaluated by a qualified paleontologist.

Development Plan 15-14 Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any “conditions of approval” adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a

building permit for each building and structure thereby approved has not been obtained within such period.

2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
6. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.
7. The Applicant shall provide off-street parking as shown on the approved development plan.
8. The Applicant shall 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.
9. 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.
10. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall 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. This needs to be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
11. 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 site 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.
12. 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.

13. 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.)
14. 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).
15. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
16. 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).
17. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning 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 Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning

this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

CITY COUNCIL

ITEM NO. 7.2

RESOLUTION NO. CC 2016-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING RESOLUTION NO. CC 2015-11 TO AMEND THE ANNUAL BUDGET FOR FISCAL YEAR 2015-16

WHEREAS, Resolution No. CC 2015-11 was adopted on May 28, 2015 approving the City of Industry's Budget for the Fiscal Year 2015-16; and

WHEREAS, it is now necessary due to changed budgetary circumstances to amend Resolution No. CC 2015-11 to amend the annual budget for Fiscal Year 2015-16.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS FOLLOWS.

SECTION 1. Section 1 of Resolution No. CC 2015-11 is amended as Outlined in Exhibits 1 thru 7 attached hereto.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED by the City Council of the City of Industry at a regular meeting held on February 11, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dean Yamagata – Contracted Finance Manager

Date: February 1, 2016

Subject: Mid-Year 2015-2016 Budget Update

Summary

Revenues:

General fund revenues have been decreased by \$470,000 in sales tax revenues due to the Owen's & Minor distribution center relocating to the City of Ontario.

Debt Service revenues and other sources have increased a net amount \$865,876,233 due to the refinancing the Industry Urban-Development Agency bonds and the City's 2005 and 2008 sales tax bonds. However this amount is offset by the increased bonded debt issued by the Public Facilities Authority and City in order to refinance the outstanding debt at lower interest rates.

Expenditures

General fund expenditures increased by \$879,900 due to the increase in 5 new positions of \$905,000 in salary and benefits this was offset with reductions in legal, professional fees, public works expenditures, and Finance services of \$25,100.

Capital project expenditures decreased by \$12,278,935 for the 2015-2016 year as various projects will be delayed until next year.

Debt service bond payments were reduced by \$56,920,615 for the 2015-2016 year due to the bond refinancing has extended these bond payments to the 2016-2017 fiscal year.

Transfers In (Out) Within The City Entities

The inter fund transfers in (out) have been increased by \$819,726,564 to account for the \$468,389,337 of funds transferred from the City's debt service fund to the general fund due to refinancing of the IUDA bonds and the \$250,695,799 of bond proceeds generated by the refinancing of the sales tax bonds which was transferred into the City's capital projects fund. Transfers of \$100,641,428 between various funds within the City Entities to fund expenditures and bond payments.

Fiscal Impact

The net effect of this amendment will increase the City's fund balance from June 30, 2015 by \$914,885,848 which \$574,905,000 of this fund balance increase is reserved for debt service on the 2015 A & B Public Facilities Refunding Bonds.

This mid-year budget update does not provide for the City's purchase of properties owned by the Successor Agency to the IUDA nor does it provide for the audit fee due to the State Controller's for recent audit engagement.

However the General Fund's budgeted revenues are strong and are consistent with the prior year's revenues and the General Fund's fund balance will increase to an estimated amount of \$780,070,008 which is mainly attributed to the funds received in the refinancing of the Successor Agency bonds in July 2015.

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Page 10	Exhibit 5	Expenditure Summary of Mid-Year Adjustments
Page 11	Exhibit 6	Schedule of Transfers
Page 12 – 17	Exhibit 7	Detail of Revenue and Expenditures Mid-Year Adjustments

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2015-2016

Exhibit 1

	ADOPTED REVENUES 2015- 2016	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDET UPDATE - TOTAL REVENUES	ADOPTED EXPENDITURES 2015-2016	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDET UPDATE - TOTAL EXPENDITURES	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND							
100 OPERATIONS	\$ 45,492,650	\$ (470,000)	\$ 45,022,650	\$ (33,298,600)	\$ (879,900)	\$ (34,178,500)	\$ 10,844,150
WELLS CAPITAL	7,500,000		7,500,000				7,500,000
OPERATIONS - BOND REFINANCING FUNDS							
	<u>52,992,650</u>	<u>(470,000)</u>	<u>52,522,650</u>	<u>(33,298,600)</u>	<u>(879,900)</u>	<u>(34,178,500)</u>	<u>18,344,150</u>
SPECIAL REVENUES							
101 STATE GAS TAX	\$ 21,100	\$ -	\$ 21,100	\$ (21,000)	\$ -	\$ (21,000)	\$ 100
102 MEASURE R	5,100		5,100	(5,000)		(5,000)	100
103 PROP A	14,700		14,700	(4,618,000)		(4,618,000)	(4,603,300)
104 PROP C	7,210		7,210	-		-	7,210
105 AQMD GRANT	-		-	(41,500)		(41,500)	(41,500)
	<u>\$ 48,110</u>	<u>\$ -</u>	<u>\$ 48,110</u>	<u>\$ (4,685,500)</u>	<u>\$ -</u>	<u>\$ (4,685,500)</u>	<u>\$ (4,637,390)</u>
ENTERPRISE FUND							
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	\$ 420	\$ -	\$ 420	\$ (500,500)	\$ 70,200	\$ (430,300)	\$ (429,880)
361 EXPO CENTER	1,485,200		1,485,200	(2,068,000)		(2,068,000)	(582,800)
161 CITY ELECTRIC	5,241,500		5,241,500	(4,684,900)		(4,684,900)	556,600
560/561 INDUSTRY PUBLIC UTILITIES COMMISSION	2,867,800		2,867,800	(2,732,100)		(2,732,100)	135,700
160 INDUSTRY PROPERTY HOUSING AUTH	219,700		219,700	(866,400)		(866,400)	(646,700)
	<u>\$ 9,814,620</u>	<u>\$ -</u>	<u>\$ 9,814,620</u>	<u>\$ (10,851,900)</u>	<u>\$ 70,200</u>	<u>\$ (10,781,700)</u>	<u>\$ (967,080)</u>
CAPITAL IMPROVEMENTS FUNDS							
120 CITY CAPITAL IMPROVEMENTS	\$ 2,000	\$ -	\$ 2,000	\$ (37,558,000)	\$ 12,278,935	\$ (25,279,065)	\$ (25,277,065)
	<u>\$ 2,000</u>	<u>\$ -</u>	<u>\$ 2,000</u>	<u>\$ (37,558,000)</u>	<u>\$ 12,278,935</u>	<u>\$ (25,279,065)</u>	<u>\$ (25,277,065)</u>
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	\$ 640,300	\$ -	\$ 640,300	\$ (523,500)	\$ -	\$ (523,500)	\$ 116,800
	<u>\$ 640,300</u>	<u>\$ -</u>	<u>\$ 640,300</u>	<u>\$ (523,500)</u>	<u>\$ -</u>	<u>\$ (523,500)</u>	<u>\$ 116,800</u>
DEBT SERVICE							
135 TAX OVERRIDE	\$ 43,081,800	\$ (81,800)	\$ 43,000,000	\$ (28,803,137)	\$ 28,803,137	\$ -	\$ 43,000,000
140 CITY OF INDUSTRY	37,467,300	403,942,179	441,409,479	(35,078,808)	12,088,998	(22,989,810)	418,419,669
440 INDUSTRY PUBLIC FACILITIES AUTHORITY	5,192,850	462,015,854	467,208,704	(17,350,420)	16,028,480	(1,321,940)	465,886,764
	<u>\$ 85,741,950</u>	<u>\$ 865,876,233</u>	<u>\$ 951,618,183</u>	<u>\$ (81,232,365)</u>	<u>\$ 56,920,615</u>	<u>\$ (24,311,750)</u>	<u>\$ 927,306,433</u>
PROJECTED TOTALS	<u>\$ 149,239,630</u>	<u>\$ 865,406,233</u>	<u>\$ 1,014,645,863</u>	<u>\$ (168,149,865)</u>	<u>\$ 68,389,850</u>	<u>\$ (99,760,015)</u>	<u>\$ 914,885,848</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2015-2016

Exhibit 1

	ADOPTED TRANSFER IN FROM OTHER FUNDS	PROPOSED ADDITIONAL TRANSFERS IN	PROPOSED MID- YEAR UPDATE TRANSFERS IN FROM OTHER FUNDS	ADOPTED TRANSFER OUT TO OTHER FUNDS	PROPOSED ADDITIONAL TRANSFERS OUT	PROPOSED MID- YEAR UPDATE TRANSFERS OUT TO OTHER FUNDS	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND							
100 OPERATIONS	\$ 23,605,761	\$ 1,394,239	\$ 25,000,000	\$ (38,651,700)	\$ (25,160,512)	\$ (63,812,212)	\$ (27,968,062)
WELLS CAPITAL							7,500,000
OPERATIONS - BOND REFINANCING FUNDS		468,389,337	468,389,337				468,389,337
	<u>23,605,761</u>	<u>469,783,576</u>	<u>493,389,337</u>	<u>(38,651,700)</u>	<u>(25,160,512)</u>	<u>(63,812,212)</u>	<u>447,921,275</u>
SPECIAL REVENUES							
101 STATE GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
102 MEASURE R							100
103 PROP A							(4,603,300)
104 PROP C							7,210
105 AQMD GRANT							(41,500)
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,637,390)</u>
ENTERPRISE FUND							
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	\$ 1,082,500	\$ (70,200)	\$ 1,012,300	\$ (582,000)	\$ -	\$ (582,000)	\$ 420
361 EXPO CENTER	582,000		582,000				(800)
161 CITY ELECTRIC							556,600
560/561 INDUSTRY PUBLIC UTILITIES COMMISSION							135,700
160 INDUSTRY PROPERTY HOUSING AUTH							(646,700)
	<u>\$ 1,664,500</u>	<u>\$ (70,200)</u>	<u>\$ 1,594,300</u>	<u>\$ (582,000)</u>	<u>\$ -</u>	<u>\$ (582,000)</u>	<u>\$ 45,220</u>
CAPITAL IMPROVEMENTS FUNDS							
120 CITY CAPITAL IMPROVEMENTS	\$ 37,558,000	\$ 238,416,864	\$ 275,974,864	\$ -	\$ -	\$ -	\$ 250,697,799
	<u>\$ 37,558,000</u>	<u>\$ 238,416,864</u>	<u>\$ 275,974,864</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 250,697,799</u>
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,800
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 116,800</u>
DEBT SERVICE							
135 TAX OVERRIDE	\$ -	\$ -	\$ -	\$ -	\$ (74,086,677)	\$ (74,086,677)	\$ (31,086,677)
140 CITY OF INDUSTRY		37,509,647	37,509,647	(23,605,761)	(720,479,375)	(744,085,136)	(288,155,820)
440 INDUSTRY PUBLIC FACILITIES AUTHORITY	11,200	74,086,677	74,097,877				539,984,641
	<u>\$ 11,200</u>	<u>\$ 111,596,324</u>	<u>\$ 111,607,524</u>	<u>\$ (23,605,761)</u>	<u>\$ (794,566,052)</u>	<u>\$ (818,171,813)</u>	<u>\$ 220,742,144</u>
PROJECTED TOTALS	<u>\$ 62,839,461</u>	<u>\$ 819,726,564</u>	<u>\$ 882,566,025</u>	<u>\$ (62,839,461)</u>	<u>\$ (819,726,564)</u>	<u>\$ (882,566,025)</u>	<u>\$ 914,885,848</u>

CITY OF INDUSTRY
 PROJECTED FUND BALANCES
 MID-YEAR BUDGET UPDATE
 FISCAL YEAR 2015-2016

Exhibit 2

	FUND BALANCE JUNE 30, 2015	PROPOSED AMENDED REVENUE BUDGET	PROPOSED AMENDED EXPENDITURES BUDGET	PROPOSED MID- YEAR UPDATE TRANSFERS IN FROM OTHER FUNDS	PROPOSED MID- YEAR UPDATE TRANSFERS OUT TO OTHER FUNDS	PROJECTED FUND BALANCE JUNE 30, 2016
GENERAL FUND						
100 OPERATIONS	\$ 150,075,693	\$ 45,022,650	\$ (34,178,500)	\$ 25,000,000	\$ (63,812,212)	\$ 122,107,631
WELLS CAPITAL	182,073,040	7,500,000		-	-	189,573,040
OPERATIONS - BOND REFINANCING FUNDS				468,389,337	-	468,389,337
	<u>332,148,733</u>	<u>52,522,650</u>	<u>(34,178,500)</u>	<u>493,389,337</u>	<u>(63,812,212)</u>	<u>780,070,008</u>
SPECIAL REVENUES						
101 STATE GAS TAX	\$ 17,903	\$ 21,100	\$ (21,000)	\$ -	\$ -	\$ 18,003
102 MEASURE R	-	5,100.00	(5,000.00)	-	-	100
103 PROP A	6,235,497	14,700	(4,618,000)	-	-	1,632,197
104 PROP C	8,889	7,210	-	-	-	16,099
105 AQMD GRANT	11,777	-	(41,500)	-	-	(29,723)
	<u>\$ 6,274,066</u>	<u>\$ 48,110</u>	<u>\$ (4,685,500)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,636,676</u>
ENTERPRISE FUND						
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	\$ 140,209	\$ 420	\$ (430,300)	\$ 1,012,300	\$ (582,000)	\$ 140,629
361 EXPO CENTER	9,066,255	1,485,200	(2,068,000)	582,000	-	9,065,455
161 CITY ELECTRIC	6,811,129	5,241,500	(4,684,900)	-	-	7,367,729
560 INDUSTRY PUBLIC UTILITIES COMMISSION	9,761,447	894,400	(733,300)	-	-	9,922,547
561 INDUSTRY PUBLIC UTILITIES COMMISSION	(326,481)	1,973,400	(1,998,800)	-	-	(351,881)
560/561 INDUSTRY PUBLIC UTILITIES COMMISSION	9,434,966	15,170,566	(5,464,200)	-	-	# 19,141,332
160 INDUSTRY PROPERTY HOUSING AUTH	11,490,615	219,700	(866,400)	-	-	10,843,915
	<u>\$ 36,943,174</u>	<u>\$ 9,814,620</u>	<u>\$ (10,781,700)</u>	<u>\$ 1,594,300</u>	<u>\$ (582,000)</u>	<u>\$ 36,988,394</u>
CAPITAL IMPROVEMENTS FUNDS						
120 CITY CAPITAL IMPROVEMENTS	\$ 612,731	\$ 2,000	\$ (25,279,065)	\$ 275,974,864	\$ -	\$ 251,310,530
	<u>\$ 612,731</u>	<u>\$ 2,000</u>	<u>\$ (25,279,065)</u>	<u>\$ 275,974,864</u>	<u>\$ -</u>	<u>\$ 251,310,530</u>
FIDUCIARY FUNDS						
145 ASSESSMENT DISTRICT 91-1		\$ 640,300	\$ (523,500)	\$ -	\$ -	\$ 116,800
	<u>\$ -</u>	<u>\$ 640,300</u>	<u>\$ (523,500)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 116,800</u>
DEBT SERVICE						
135 TAX OVERRIDE	\$ 31,478,034	\$ 43,000,000	\$ -	\$ -	\$ (74,086,677)	\$ 391,357
140 CITY OF INDUSTRY	349,161,124	441,409,479	(22,989,810)	37,509,647	(744,085,136)	61,005,304
440 INDUSTRY PUBLIC FACILITIES AUTHORITY	86,799,296	467,208,704	(1,321,940)	74,097,877	-	626,783,937
	<u>\$ 467,438,454</u>	<u>\$ 951,618,183</u>	<u>\$ (24,311,750)</u>	<u>\$ 111,607,524</u>	<u>\$ (818,171,813)</u>	<u>\$ 688,180,598</u>
PROJECTED ENDING FUND BALANCE	<u>\$ 843,417,158</u>	<u>\$ 1,014,645,863</u>	<u>\$ (99,760,015)</u>	<u>\$ 882,566,025</u>	<u>\$ (882,566,025)</u>	<u>\$ 1,758,303,006</u>

CITY OF INDUSTRY
 PROJECTED CASH AND INVESTMENT BALANCES
 MID-YEAR BUDGET UPDATE
 FISCAL YEAR 2015-2016

Exhibit 3

	CASH AND INVESTMENT BALANCE JUNE 30, 2015	PROPOSED AMENDED REVENUE BUDGET	PROPOSED AMENDED EXPENDITURES BUDGET	PROPOSED MID- YEAR UPDATE TRANSFERS IN FROM OTHER FUNDS	PROPOSED MID- YEAR UPDATE TRANSFERS OUT TO OTHER FUNDS	OTHER ADJUSTMENTS	PROJECTED CASH AND INVESTMENT BALANCE JUNE 30, 2016
GENERAL FUND							
100 OPERATIONS	\$ 103,964,613	\$ 45,022,650	\$ (34,178,500)	\$ 25,000,000	\$ (63,812,212)	\$ (373,150)	\$ 75,623,401
WELLS CAPITAL	174,724,745	7,500,000	-	-	-	-	182,224,745
OPERATIONS - OTHER SOURCES	-	-	-	468,389,337	-	(51,460,000)	416,929,337
	<u>278,689,358</u>	<u>52,522,650</u>	<u>(34,178,500)</u>	<u>493,389,337</u>	<u>(63,812,212)</u>	<u>(51,833,150)</u>	<u>674,777,483</u>
SPECIAL REVENUES							
101 STATE GAS TAX	\$ -	\$ 21,100	\$ (21,000)	\$ -	\$ -	\$ -	\$ 100
102 MEASURE R	-	5,100	(5,000)	-	-	-	100
103 PROP A	6,281,251	14,700	(4,618,000)	-	-	-	1,677,951
104 PROP C	47,024	7,210	-	-	-	-	54,234
105 AQMD GRANT	11,777	-	(41,500)	-	-	-	(29,723)
	<u>\$ 6,340,052</u>	<u>\$ 48,110</u>	<u>\$ (4,685,500)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,702,662</u>
ENTERPRISE FUND							
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	\$ 139,850	\$ 420	\$ (430,300)	\$ 1,012,300	\$ (582,000)	\$ -	\$ 140,270
361 EXPO CENTER	413,829	1,485,200	(2,068,000)	582,000	-	-	413,029
161 CITY ELECTRIC	3,658,814	5,241,500	(4,684,900)	-	-	-	4,215,414
560/561 INDUSTRY PUBLIC UTILITIES COMMISSION	6,434,240	12,169,840	-	# -	-	18,604,089	37,208,169
160 INDUSTRY PROPERTY HOUSING AUTH	1,325,452	219,700	(866,400)	-	-	-	678,752
	<u>\$ 11,972,185</u>	<u>\$ 9,814,620</u>	<u>\$ (10,781,700)</u>	<u>\$ 1,594,300</u>	<u>\$ (582,000)</u>	<u>\$ -</u>	<u>\$ 12,017,432</u>
CAPITAL IMPROVEMENTS FUNDS							
120 CITY CAPITAL IMPROVEMENTS	\$ 846,084	\$ 2,000	\$ (25,279,065)	\$ 275,974,864	\$ -	\$ -	\$ 251,543,883
	<u>\$ 846,084</u>	<u>\$ 2,000</u>	<u>\$ (25,279,065)</u>	<u>\$ 275,974,864</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 251,543,883</u>
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	\$ 2,347,454	\$ 640,300	\$ (523,500)	\$ -	\$ -	\$ -	\$ 2,464,254
	<u>\$ 2,347,454</u>	<u>\$ 640,300</u>	<u>\$ (523,500)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,464,254</u>
DEBT SERVICE							
135 TAX OVERRIDE	\$ 31,478,034	\$ 43,000,000	\$ -	\$ -	\$ (74,086,677)	\$ -	\$ 391,357
140 CITY OF INDUSTRY	349,114,624	441,409,479	(22,989,810)	37,509,647	(744,085,136)	-	60,958,804
440 INDUSTRY PUBLIC FACILITIES AUTHORITY	80,508,366	467,208,704	(1,321,940)	74,097,877	-	373,150	620,866,157
	<u>\$ 461,101,024</u>	<u>\$ 951,618,183</u>	<u>\$ (24,311,750)</u>	<u>\$ 111,607,524</u>	<u>\$ (818,171,813)</u>	<u>\$ 373,150</u>	<u>\$ 682,216,318</u>
PROJECTED ENDING CASH AND INVESTMENT BALANCE	<u>\$ 761,296,157</u>	<u>\$ 1,014,645,863</u>	<u>\$ (99,760,015)</u>	<u>\$ 882,566,025</u>	<u>\$ (882,566,025)</u>	<u>\$ (51,460,000)</u>	<u>\$ 1,624,722,032</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE - SUMMARY
FISCAL YEAR 2015-2016

Exhibit 4

FUND NO.	FUND NAME ACCOUNT NAME/NUMBER	SUMMARY OF REVENUES	ADOPTED BUDGET 2015-2016	MID-YEAR BUDGET AMENDMENT 2015-2016	PROPOSED AMENDED BUDGET 2015-2016
100	GENERAL FUND				
	TAXES				
	4005	SALES/USE TAX COMPENSATIO	\$ 7,990,000	\$ (2,990,000)	\$ 5,000,000
	4010	SALES AND USE TAX	27,000,000	2,520,000	29,520,000
	4011	SALES AND USE TAX (REBATE)	(400,000)		(400,000)
	4020	PSAF	6,000		6,000
	4021	COPS	100,000		100,000
	4022	FRANCHISES	1,828,000		1,828,000
	4023	DOCUMENTARY TRANSFER TAX	194,000		194,000
	4024	TRANSIENT OCCUPANCY TAX	1,074,000		1,074,000
	4025	PROPERTY TAX-1%	\$ 1,726,000		\$ 1,726,000
	4027.02	PROPERTY TAX- PASS THROUGH	400,000		400,000
		TOTAL	<u>39,918,000</u>	<u>(470,000)</u>	<u>39,448,000</u>
	LICENSES & PERMITS				
	4029	MOTOR VEHICLE IN-LIEU TAX	1,000		1,000
	4110	SALVAGE FEES & LICENSES	229,000		229,000
Mid-)	4120	BUILDING PERMITS			
	4125	BUILDING PERMIT INSPECTION FEE	637,000		637,000
	4130	INSPECTIONS, FEES & PLANS	124,000		124,000
	4140.01	REFUSE COLLECTION REVENUE	15,785,000		15,785,000
	4140.02	REFUSE COLLECTION REVENUE	(14,206,500)		(14,206,500)
	4150	MOTOR VEHICLE LICENSES	51,000		51,000
		TOTAL	<u>2,620,500</u>	<u>-</u>	<u>2,620,500</u>
	FINES & FORFEITURES				
	4200	FINES AND FORFEITURES	400,000		400,000
	4201	PARKING CITATION FINES	93,000		93,000
	4202	VEHICLE IMPOUND/STORAGE F	27,000		27,000
	4203	CODE VIOLATION CITATIONS	9,000		9,000
	4204	BIN IMPOUND FEES	10,000		10,000
		TOTAL	<u>539,000</u>	<u>-</u>	<u>539,000</u>
	INTEREST INCOME				
	4300.01	BANK INTEREST INCOME	25,000		25,000
	4300.02	INTEREST INCOME	1,037,000		1,037,000
	4300.03	INTEREST INCOME- WELLS CAPITAL	7,500,000		7,500,000
	4305	INTERFUND INTEREST INCOME			
		TOTAL	<u>8,562,000</u>	<u>-</u>	<u>8,562,000</u>
	OTHER REVENUES				
	4340	RENTAL INCOME	716,000		716,000
	4350	CONTRIBUTIONS			
	4355	OTHER INCOME	205,000		205,000
	4360	LEASE REV- 2010 REFUND BOND	373,150		373,150
	4430	REFUNDS	59,000		59,000
	4500	PROPERTY SALES			
		TOTAL	<u>1,353,150</u>	<u>-</u>	<u>1,353,150</u>
		TOTAL GENERAL FUND	<u>\$ 52,992,650</u>	<u>\$ (470,000)</u>	<u>\$ 52,522,650</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE - SUMMARY
FISCAL YEAR 2015-2016

Exhibit 4

FUND NO.	FUND NAME ACCOUNT NAME/NUMBER	SUMMARY OF REVENUES	ADOPTED BUDGET 2015-2016	MID-YEAR BUDGET AMENDMENT 2015-2016	PROPOSED AMENDED BUDGET 2015-2016
SPECIAL REVENUE FUNDS					
101	GAS TAX STREET IMPROVEMENT FUND				
	4300	INTEREST INCOME	\$ 100		\$ 100
	4355	OTHER INCOME			
	4401	GAS TAX-2106	7,000		7,000
	4402	GAS TAX-2107	5,000		5,000
	4403	GAS TAX-2107.5	1,000		1,000
	4404	GAS TAX-2103	8,000		8,000
		TOTAL	21,100		21,100
102	MEASURE R TAXES				
	4300.01	INTEREST INCOME	100		100
	4405	MEASURE R FUNDS	5,000		5,000
		TOTAL	5,100		5,100
103	PROP A TAXES				
	4300.01	INTEREST INCOME	6,700		6,700
	4300.02	INVESTMENT INTEREST INCOME			
	4406	PROP A FUNDS	8,000		8,000
	4411	PROP A (EXCHANGE)			
		TOTAL	14,700		14,700
104	PROP C TAXES				
	4300.01	INTEREST INCOME	10		10
	4407	PROP C TAXES	7,200		7,200
	4408	PROP C GRANT FUNDS			
		TOTAL	7,210		7,210
105	AQMD GRANT				
	4401	AQMD GRANT			
		TOTAL			
		TOTAL SPECIAL REVENUES	48,110		48,110
ENTERPRISE FUNDS					
360	CIVIC RECREATIONAL INDUST AUTH		420		420
361	CIVIC RECREATIONAL INDUST AUTH - EXPO CENTER		1,485,200		1,485,200
		TOTAL	1,485,620		1,485,620
161	INDUSTRY PUBLIC UTILITIES COM ELECTRICITY				
	4103	ELECTRICITY SALES	4,470,000		4,470,000
	4104	METER SERVICE CHARGE	34,500		34,500
	4300.01	INTEREST INCOME			
	4300.02	INVESTMENT INTEREST INCOME	4,000		4,000
	5000	SOLAR PROJECT ENERGY REVENUES	733,000		733,000
		TOTAL	5,241,500		5,241,500
560	INDUSTRY PUBLIC UTILITIES COM WATER		894,400		894,400
561	INDUSTRY PUBLIC UTILITIES COM WATER - LA PUENTE VALLEY WATER		1,973,400		1,973,400
		TOTAL	2,867,800		2,867,800
160	INDUSTRY PROPERTY HOUSING AUTHORITY		219,700		219,700
		TOTAL ENTERPRISE FUNDS	9,814,620		9,814,620
CAPITAL IMPROVEMENTS FUND					
120	CITY CAPITAL IMPROVEMENTS				
	4300.02	INVESTMENT INTEREST INCOME	2,000		2,000
		TOTAL CAPITAL IMPROVEMENTS	\$ 2,000	\$	\$ 2,000

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE - SUMMARY
FISCAL YEAR 2015-2016

Exhibit 4

FUND NO.	FUND NAME ACCOUNT NAME/NUMBER	SUMMARY OF REVENUES	ADOPTED BUDGET 2015-2016	MID-YEAR BUDGET AMENDMENT 2015-2016	PROPOSED AMENDED BUDGET 2015-2016
FIDUCIARY FUNDS					
145	91-1 TAX ASSESSMENT				
	4026	PROPERTY TAX ASSESSMENT	\$ 636,400		\$ 636,400
	4300.01	INTEREST INCOME	300		300
	4300.02	INVESTMENT INTEREST INCOME	3,600		3,600
		TOTAL 91-1 TAX ASSESSMENT	<u>640,300</u>		<u>640,300</u>
		TOTAL FIDUCIARY FUNDS	<u>640,300</u>		<u>640,300</u>
DEBT SERVICE FUNDS					
135	DEBT SERVICE PROPERTY TAX OVERRIDE				
	4028.02	PROPERTY TAX OVERRIDE REVENUES PROJ # 1	30,789,500		30,789,500
	4028.03	PROPERTY TAX OVERRIDE REVENUES PROJ # 2	8,423,300		8,423,300
	4028.04	PROPERTY TAX OVERRIDE REVENUES PROJ # 3	3,787,200		3,787,200
	4300.02	INVESTMENT INTEREST INCOME	81,800	(81,800)	-
		TOTAL	<u>43,081,800</u>	<u>(81,800)</u>	<u>43,000,000</u>
140	CITY DEBT SERVICE				
		INTEREST INCOME	75,100		75,100
		PROPERTY TAX-DEBT SERVICE	11,100,000		11,100,000
		TAX OVERRIDE REVENUE			-
		INTEREST-INV IN IUDA BOND	26,292,200	(26,292,200)	-
		OTHER SOURCES-IUDA/SALES TAX REFINANCING		430,234,379	430,234,379
		TOTAL	<u>37,467,300</u>	<u>403,942,179</u>	<u>441,409,479</u>
440	PUBLIC FACILITIES AUTHORITY				
		INVESTMENT INTEREST INCOME	5,192,850	(4,255,150)	937,700
		OTHER SOURCES-IUDA BOND REFINANCING		466,271,004	466,271,004
			<u>5,192,850</u>	<u>462,015,854</u>	<u>467,208,704</u>
		TOTAL DEBT SERVICE FUND	<u>85,741,950</u>	<u>865,876,233</u>	<u>951,618,183</u>
		TOTAL REVENUES	<u>\$ 149,239,630</u>	<u>\$ 865,406,233</u>	<u>\$ 1,014,645,863</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
EXPENDITURES - SUMMARY
FISCAL YEAR 2015-2016

Exhibit 5

FUND NO.	FUND NAME	CATEGORY	DEPARTMENT	ADOPTED BUDGET 2015-2016	MID-YEAR BUDGET AMENDMENT 2015-2016	PROPOSED AMENDED BUDGET 2015-2016
100	GENERAL FUND					
		LEGISLATIVE	CITY COUNCIL	\$ 149,000		\$ 149,000
			CITY CLERK	120,000		120,000
		ADMINISTRATIVE	CITY ATTORNEY	2,211,000	(490,000)	1,721,000
			CITY MANAGER	637,500	601,300	1,238,800
			IUDA - ADMINISTRATIVE EXPENSES			
		SUPPORT SERVICES	CENTRAL SERVICES	2,666,700	44,000	2,710,700
			CITY TREASURER	177,000		177,000
			FINANCE	1,397,000	(25,000)	1,372,000
			NON-DEPARTMENTAL	\$ 2,528,000	\$ 292,000	\$ 2,820,000
			HUMAN RESOURCES	222,800	3,400	226,200
		COMMUNITY DEVELOPMENT	ENGINEERING	158,500	(3,000)	155,500
			PLANNING	577,000	(120,700)	456,300
		COMMUNITY SERVICES	COMMUNITY PROMOTION	1,606,000	65,000	1,671,000
			EL ENCANTO	355,000		355,000
			HOMESTEAD MUSEUM	1,825,000		1,825,000
			INDUSTRY PUBLIC FACILITY	237,000		237,000
			TRES HERMANOS - CHINO HILLS	13,800		13,800
	Mid-Year Updated Transfer Adjustments		LAW ENFORCEMENT	8,468,500		8,468,500
		PUBLIC SAFETY				
		PUBLIC WORKS	COMMUNITY FACILITIES	5,855,800	1,092,900	6,948,700
			PUBLIC WORKS ADMIN	390,000	(36,000)	354,000
			STREETS AND ROADS	2,095,000	197,000	2,292,000
			CONTRACTED SERVICES	1,608,000	(741,000)	867,000
			OTHER SOURCES - 2015B SUBORDINATE SALES TAX REVENUE BOND	-	-	-
				<u>33,298,600</u>	<u>879,900</u>	<u>34,178,500</u>
	SPECIAL REVENUE EXPENDITURES					
101			STREET IMPROVEMENTS	21,000		21,000
102			MEAS R - PUBLIC TRANSIT	5,000		5,000
103			PROP A - PUBLIC TRANSIT	4,618,000		4,618,000
104			PROP C - PUBLIC TRANSIT			
				<u>4,644,000</u>	<u>-</u>	<u>4,644,000</u>
105			AQMD GRANT	41,500		41,500
			ELECTRIC CAR	41,500		41,500
	ENTERPRISE FUNDS					
360			CIVIC RECREATIONAL INDUST AUTH	500,500	(70,200)	430,300
361			CIVIC RECREATIONAL INDUST AUTH - EXPO CENTER	2,068,000		2,068,000
161			CITY ELECTRIC	4,388,300		4,388,300
161			CITY ELECTRIC SOLAR PROJECT	296,600		296,600
560			INDUSTRY PUBLIC UTILITIES COM	733,300		733,300
561			INDUSTRY PUBLIC UTILITIES COM LA PUENTE VALLEY WATER	1,998,800		1,998,800
160			INDUSTRY PROPERTY HOUSING AUTH	866,400		866,400
				<u>10,851,900</u>	<u>(70,200)</u>	<u>10,781,700</u>
120	CAPITAL IMPROVEMENTS FUNDS		CITY CAPITAL IMPROV	37,558,000	(12,278,935)	25,279,065
				<u>37,558,000</u>	<u>(12,278,935)</u>	<u>25,279,065</u>
145	FIDUCIARY FUNDS		91-1 ASSESSMENT	523,500		523,500
				<u>523,500</u>	<u>-</u>	<u>523,500</u>
140	DEBT SERVICE FUNDS		CITY DEBT SERVICE	35,078,808	(12,088,998)	22,989,810
135			PROPERTY TAX OVERRIDE REVENUES	28,803,137	(28,803,137)	-
440			INDUSTRY PUBLIC FACILITIES AUTHORITY	17,350,420	(16,028,480)	1,321,940
				<u>81,232,365</u>	<u>(56,920,615)</u>	<u>24,311,750</u>
		TOTAL EXPENDITURES		<u>\$ 168,149,865</u>	<u>\$ (68,389,850)</u>	<u>\$ 99,760,015</u>

CITY OF INDUSTRY
 PROPOSED ANNUAL BUDGET
 SCHEDULE OF TRANSFERS
 FISCAL YEAR 2015-2016

Exhibit 6

		TRANSFERS IN	TRANSFERS OUT	Description
1)	CRIA - EXPO CENTER CRIA- CAPITAL PROJECTS	\$ 582,000	\$ (582,000)	Operating transfers to Expo Center
2)	CRIA- CAPITAL PROJECTS CITY GENERAL FUND	\$ 1,082,500	\$ (1,082,500)	Operating transfers to CRIA
3)	CITY- CAPITAL PROJECT FUND CITY GENERAL FUND	\$ 37,558,000	\$ (37,558,000)	Capital projects fund expenditures
4)	CITY GENERAL FUND CITY DEBT SERVICE	\$ 23,605,761	\$ (23,605,761)	
5)	PUBLIC FACILITIES AUTHORITY CITY GENERAL FUND	\$ 11,200	\$ (11,200)	Operating expenses for PFA
	Mid-Year Updated Transfer Adjustments			
6)	CRIA- CAPITAL PROJECTS CITY GENERAL FUND	\$ (70,200)	\$ 70,200	
7)	PUBLIC FACILITIES AUTHORITY TAX OVERRIDE - PROPERTY TAX REVENUE	\$ 31,086,677	\$ (31,086,677)	Transfer tax override revenues to PFA
8)	GENERAL FUND - SALES TAX REVENUE CITY DEBT SERVICES - U S BANK TRUSTEE	\$ 37,509,647	\$ (37,509,647)	Transfer sales tax revenue to City Debt Service Fund
9)	TAX OVERRIDE - PROPERTY TAX REVENUE PUBLIC FACILITIES AUTHORITY	\$ 43,000,000	\$ (43,000,000)	Transfer tax override revenues to PFA
10)	CITY- CAPITAL PROJECT FUND CITY GENERAL FUND	\$ (12,278,935)	\$ 12,278,935	Reduce captial expenditures originally budgeted
11)	CITY GENERAL FUND CITY DEBT SERVICE	\$ (23,605,761)	\$ 23,605,761	Transfer subordinate bond payments net of sales tax bond payments
12)	CITY GENERAL FUND CITY DEBT SERVICE	\$ 468,389,337	\$ (468,389,337)	Transfer Funds Received From IUDA Bond Refinancing
13)	CITY GENERAL FUND CITY DEBT SERVICE	\$ 25,000,000	\$ (25,000,000)	Transfer Accumulated Funds from subordinate bond payments in prior years
14)	CITY CAPITAL PROJECTS CITY DEBT SERVICE	\$ 203,552,459	\$ (203,552,459)	Transfer Sales Tax Bond Proceeds to Capital Projects Fund
15)	CITY CAPITAL PROJECTS CITY DEBT SERVICE	\$ 47,143,340	\$ (47,143,340)	Transfer Sales Tax Subordinate Bond Proceeds to Capital Projects Fund
		<u>\$ 882,566,025</u>	<u>\$ (882,566,025)</u>	
	SUMMARY			
	Fund #01 CITY GENERAL FUND	\$ 493,389,337	\$ (63,812,212)	
	Fund #360 CRIA - CAPITAL PROJECTS	1,012,300	(582,000)	
	Fund #361 CRIA - EXPO CENTER	582,000		
	Fund #120 CITY- CAPITAL PROJECT FUND	275,974,864		
	Fund #135 TAX OVERRIDE		(74,086,677)	
	Fund #140 CITY DEBT SERVICES	37,509,647	(744,085,136)	
	Fund #440 PUBLIC FACILITIES AUTHORITY	74,097,877		
	TOTALS	<u>\$ 882,566,025</u>	<u>\$ (882,566,025)</u>	

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET ADJUSTMENT
FISCAL YEAR 2015-2016**

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
Fund 100 - General Fund				
REVENUE				
TAXES/INTEREST INCOME				
4005	Sales/Use Compensation	\$ 7,990,000	\$ (2,990,000)	\$ 5,000,000
4010	Sales Tax	27,000,000	2,520,000	29,520,000
FUND - 100 TOTAL PROPOSED ADJUSTED BUDGET - REVENUE		34,990,000	(470,000)	34,520,000
EXPENDITURES				
503 - City Manager				
5001	Salaries	320,800	538,000	858,800
5120.01	Professional Services	182,000	(50,000)	132,000
5120.02	Legal Services	117,000	\$ (117,000)	\$ (117,000)
5620	Vehicle Expenses	5,000	(4,700)	300
5830	Legislative Expenses	69,400	235,000	304,400
		694,200	601,300	1,178,500
504 - Engineering				
5620	Vehicle Expenses	3,000	(3,000)	(3,000)
	Mid-Year Updated Transfer Adjustments	3,000	(3,000)	(3,000)
506 - Finance				
5001	Salaries	-	75,000	75,000
5120.04	Accounting Services	863,000	(100,000)	763,000
		863,000	(25,000)	838,000
507- Central Services				
5120.01	Professional Services	449,000	44,000	493,000
		449,000	44,000	493,000
508 - Human Resources				
5560	Equipment Rental	-	3,400	3,400
		-	3,400	3,400
515 - non Departmental				
5015	Payroll Taxes	40,000	13,000	53,000
5016	Cal-PERS	524,000	165,000	689,000
5017	Group Medical/Dental	1,861,000	96,000	1,957,000
5631	Life Insurance and Workers Compensation	132,000	18,000	150,000
		2,557,000	292,000	2,849,000

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET ADJUSTMENT
FISCAL YEAR 2015-2016**

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
520 - City Attorney/Legal				
5120.02	Legal Services	2,211,000	(490,000)	1,721,000
		2,211,000	(490,000)	1,721,000
521 - Planning				
5120.01	Professional Services	194,000	(128,700)	65,300
5560	Equipment Rental	-	8,000	8,000
		194,000	(120,700)	73,300
621 - Community Promotion				
5640	Advertising and Printing	62,000	65,000	127,000
		62,000	65,000	127,000
622 - Public Works				
5068	Landscape Maintenance	8,000	(8,000)	(8,000)
8510	Property Maintenance	39,000	(28,000)	11,000
		47,000	(36,000)	3,000
623 - Streets And Roads				
5120.01	Professional Services	-	10,000	10,000
7200	Street Repairs	138,000	102,000	240,000
7290.01	Accident Repair/ Traffic	61,000	85,000	146,000
		199,000	197,000	386,000
624 - Other Contracted Services				
7410	Miscellaneous Street Maintenance	612,000	(612,000)	(612,000)
7430	Curb Painting and Medians Maintenance	150,000	(129,000)	21,000
		762,000	(741,000)	(591,000)

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET ADJUSTMENT
FISCAL YEAR 2015-2016**

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
625 - Civic Financial Centre Expenses				
5068	Landscape Maintenance	3,206,000	262,000	3,468,000
5120.01	Professional Services	160,000	360,000	520,000
8510	Property Maintenance	569,000	(216,000)	353,000
8510.04	Property Maintenance Reimbursement From Successor Agency	(1,181,600)	661,900	(519,700)
9010	Furniture, Equipment & Fixtures	10,000	12,000	22,000
9020	Automobiles	-	13,000	13,000
		2,763,400	1,092,900	3,856,300
FUND - 100 TOTAL ADJUSTED BUDGET EXPENDITURES		10,804,600	879,900	10,934,500
Net Changes Proposed Amended Budget - General Fund			<u>(1,349,900)</u>	
Fund 120 - City Capital Improvement				
		37,043,000	(12,278,935)	24,764,065
		37,043,000	(12,278,935)	24,764,065
FUND - 120 TOTAL ADJUSTED BUDGET EXPENDITURES		(37,043,000)	12,278,935	(24,764,065)

CITY OF INDUSTRY
 PROPOSED MID YEAR BUDGET ADJUSTMENT
 FISCAL YEAR 2015-2016

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
Fund 135 - City Debt Services - Tax Override				
REVENUE				
4300.02	Investment Interest Income	81,800	(81,800)	(81,800)
	FUND - 135 TOTAL PROPOSED ADJUSTED BUDGET - REVENUE	81,800	(81,800)	(81,800)
EXPENDITURES				
9351.P1	IUDA - 2003 Tax Allocation Bonds "A" (Principal) Project 1	-	-	-
9352.P1	IUDA - 2003 Tax Allocation Bonds "B" (Principal) Project 1	1,729,328	(1,729,328)	(1,729,328)
9359.P2	IUDA - 2003 Sub Tax Allocation Bond (Principal) Project 2	-	-	-
9360.P2	IUDA - 2005 Sub Tax Allocation Bond (Principal) Project 2	770,000	(770,000)	(770,000)
9361.P2	IUDA - 2008 Sub Tax Allocation Bond (Principal) Project 2	850,000	(850,000)	(850,000)
9362.P2	IUDA - 2010 Sub Tax Allocation Bond (Principal) Project 2	1,660,000	(1,660,000)	(1,660,000)
9363.P3	IUDA - 2002 Tax Allocation Bonds(Principal) Project 3	-	-	-
9364.P3	IUDA - 2003 Tax Allocation Bond (Principal) Project 3	807,038	(807,038)	(807,038)
9550.P1	IUDA - 2002 Tax Allocation Bonds (Interest) Project 1	2,127,575	(2,127,575)	(2,127,575)
9551.P1	IUDA - 2003 Tax Allocation Bonds "A" (Interest) Project 1	1,041,750	(1,041,750)	(1,041,750)
9552.P1	IUDA - 2003 Tax Allocation Bond "B" (Interest) Project 1	374,744	(374,744)	(374,744)
9553.P1	IUDA - 2003 Sub Tax Allocation Bond (Interest) Project 1	1,985,750	(1,985,750)	(1,985,750)
9554.P1	IUDA - 2007 Sub Tax Allocation Bond (Interest) Project 1	422,600	(422,600)	(422,600)
9555.P1	IUDA - 2008 Sub Tax Allocation Bond (Interest) Project 1	1,058,814	(1,058,814)	(1,058,814)
9556.P1	IUDA - 2005 Sub Tax Allocation Bond (Interest) Project 1	1,496,701	(1,496,701)	(1,496,701)
9559.P2	IUDA - 2003 Sub Tax Allocation Bond (interest) Project 2	9,327,899	(9,327,899)	(9,327,899)
9560.P2	IUDA - 2005 Sub Tax Allocation Bond (Interest) Project 2	395,218	(395,218)	(395,218)
9561.P2	IUDA - 2008 Sub Tax Allocation Bond (Interest) Project 2	832,175	(832,175)	(832,175)
9562.P2	IUDA - 2010 Sub Tax Allocation (Interest) Project 2	3,005,775	(3,005,775)	(3,005,775)
9563.P3	IUDA - 2002 Tax Allocation Bond (Interest) Project 3	-	-	-
9564.P3	IUDA - 2003 Tax Bond Allocation (Interest) Project 3	758,270	(758,270)	(758,270)
9565.P3	IUDA - 2003 Sub Tax Allocation Bond (Interest) Project 3	159,500	(159,500)	(159,500)
	FUND - 135 TOTAL ADJUSTED BUDGET EXPENDITURES	28,803,137	(28,803,137)	(28,803,137)
	FUND - 135			
	Net Changes Proposed Amended Budget - Tax Override		28,721,337	

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET ADJUSTMENT
FISCAL YEAR 2015-2016**

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
Fund 140 - City Debt Services				
4320	Interest - Investment in IUDA Bonds	26,292,200	(26,292,200)	(26,292,200)
	Other Sources - Sales Tax Bond Refunding		239,659,192	239,659,192
	Other Sources - IUDA Subordinate Bond Refunding		190,575,187	190,575,187
	FUND - 140 TOTAL ADJUSTED BUDGET REVENUE	26,292,200	403,942,179	403,942,179
9450.05	City - 2005 Sales Tax Revenue Bond (Principal)	5,055,000	(5,055,000)	(5,055,000)
9450.06	City - 2008 Sales Tax Revenue Bond (Principal)	3,770,000	(3,770,000)	(3,770,000)
9451.05	City - 2005 Sales Tax Revenue Bond (Interest)	3,898,268	(1,949,134)	1,949,134
9451.06	City - 2008 Sales Tax Revenue Bond (Interest)	2,629,726	(1,314,864)	1,314,863
	FUND - 140 TOTAL ADJUSTED BUDGET EXPENDITURES	15,352,994	(12,088,998)	(5,561,004)
FUND - 140				
Net Changes Proposed Amended Budget - Tax Override			391,853,181	
Fund 360 - CRIA				
EXPENDITURES				
5120.01	Professional Services	8,800	5,000	13,800
5120.02	Legal Services	70,900	(70,900)	(70,900)
5120.03	Professional Services - Accounting	10,300	(10,300)	(10,300)
5620	Vehicle Expenses	-	6,000	6,000
	FUND - 360 TOTAL ADJUSTED BUDGET EXPENDITURES	90,000	(70,200)	(61,400)
FUND - 360				
Net Changes Proposed Amended Budget - CRIA			70,200	

CITY OF INDUSTRY
 PROPOSED MID YEAR BUDGET ADJUSTMENT
 FISCAL YEAR 2015-2016

Exhibit 7

Account	Account Description	Adopted Budget 2015-2016	Budget Amendment	Proposed Amended Budget 2015-2016
Fund 440 - INDUSTRY PUBLIC FACILITY AUTHORI				
REVENUE				
4300.03	US Bank Interest Income	4,255,150	(4,255,150)	(4,255,150)
	Other Sources - IUDA Bond Refunding		466,271,004	466,271,004
	FUND - 440 TOTAL PROPOSED ADJUSTED BUDGET - REVENUE	4,255,150	462,015,854	462,015,854
EXPENDITURES				
9450.17	PFA - 2007 Tax Allocation Revenue Bond (Principal)	12,590,000	(12,590,000)	(12,590,000)
9451.17	PFA - 2007 Tax Allocation Revenue Bond (Interest)	3,438,480	(3,438,480)	(3,438,480)
	FUND - 440 TOTAL ADJUSTED BUDGET EXPENDITURES	16,028,480	(16,028,480)	(16,028,480)
FUND - 440				
Net Changes Proposed Amended Budget - PFA			478,044,334	

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Administrative Services

Date: February 11, 2016

SUBJECT: Approve Agreement with Cartegraph Systems Incorporated for Work Order Geographic Information System Software

The Review Report from the California State Controller's Office released on January 28, 2016, noted a lack of administrative and internal controls – specifically noted was the City's lack of oversight over contracted field operations. In order to address issues related to control of labor, materials, and equipment in the field; City staff researched information systems which would provide the data resources to properly assess field operations activities and properly account for City resources.

It was noted in the initial review of City operations by the new administrative team in August of 2015 that the City lacked a work order system to track and report field and asset activities and expenses. After reviewing a number of work order systems in use by other municipalities, City staff is recommending that Cartegraph Systems be implemented to provide City field and accounting staff the ability to address a number of internal control issues. Cartegraph is a corporate partner with ESRI, therefore, the City will also have the opportunity with this Agreement to update its digital resources into a Geographic Information System environment that is similar to the data resources of most municipalities.

Exhibits

A: Professional Services Agreement with Cartegraph Systems, Incorporated

EXHIBIT A

Professional Services Agreement with Cartegraph Systems, Incorporated

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 11, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Cartegraph Systems, Inc. an Iowa corporation ("Consultant/Cartegraph"). 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, as attached in Exhibit A "Cartegraph Purchase Agreement: PA 275," 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 February 11, 2019, 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, "Cartegraph Master Agreement: #MA 185," 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 operations management systems technology, 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 annually, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, "Cartegraph Purchase Agreement: #PA 275," ("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. Additional costs for staff training and hardware may be incurred at the City's request with City Manager approval, provided that the total amount does not exceed the amount approved in this Agreement. This total amount shall not exceed One Hundred and Seventy Five Thousand Dollars (\$175,000.00) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit B, the terms of this Agreement shall prevail.

(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 for services as detailed in Exhibit B "Cartegraph Purchase Agreement: #PA 275." 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 ninety (90) 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 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 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, surveys, notes, and other documents prepared by the City 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. 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: Cartograph Systems, Inc.
Randy L. Skemp, Executive Vice President/CRO
3600 Digital Drive
Dubuque, Iowa 52003

15. ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party.

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

“CONSULTANT”
Cartegraph Systems, Inc.

By: _____
Paul Philips, City Manager

By _____
Randy L. Skemp, Executive Vice
President/CRO

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

CARTEGRAPH MASTER AGREEMENT #MA 185

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **City of Industry** ("Customer") with an address of **15625 East Stafford Street, #100, City of Industry, CA 91744** dated **January 27, 2016**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Industry

By _____
(Signature)

(Type or print name)

Title _____

Date _____

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 20G of available file storage. If additional storage is required, the Customer can purchase in 10G increments
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. **Hosting Services**

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. **Availability of Host Computer System.**

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <http://www.cartegraph.com/privacy-policy/#third-party-licenses>.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA185, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. *Campus – www.cartegraph.com/campus***

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. *Secure, Live Remote Support***

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. *Convenient Online Resources***

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. *Regional User Groups***

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. *New Software Releases***

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. *Hot Fixes***

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Industry

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA185.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.

Consulting

- Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)

- Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Request functionality. Training topics include:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Work functionality. Training topics include:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
- Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
- Cartegraph will provide remote “train-the-trainer” training, not to exceed four (4) hours, on OMS Fleet functionality. Training topics include:
 - Fleet Management in OMS
 - Preventative Maintenance Schedules
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Resource functionality. Training topics include:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Cartegraph for iPad functionality. Training topics include:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - Create and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Administrator functionality. Training topics include:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Request functionality. Training topics include:
 - Internal Requests
 - YourGOV
 - Requester Notifications
 - Issue Library settings and management
 - YourGOV web and smartphone functionality, including Create Request, View Request, and View Status
 - Cartegraph recommended best practices for advanced request management

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following thirty (30) asset types:
 - Transportation (7)
 - Light Fixture, Marking, Sidewalk, Pavement, Pavement Area, Sign, and Support
 - Sewer (7)
 - Sewer Cleanout, Sewer Facility, Sewer Force Main, Sewer Lateral, Sewer Main, Sewer Manhole, and Sewer Pump
 - Storm (9)
 - Storm Basin, Storm Channel, Storm Culvert, Storm Facility, Storm Inlet, Storm Manhole, Storm Outlet, Storm Pipe, and Storm Pump
 - Facility (7)
 - Facilities, Electrical Generators, Facility Lighting, Fire Protection, HVAC Equipment, Plumbing Fixtures, and Roofing Systems
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work

- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp

(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Industry

By _____
(Signature)

(Type or print name)

Title _____

Date _____

EXHIBIT B

RATE SCHEDULE

CARTEGRAPH PURCHASE AGREEMENT #PA 275

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Industry (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA185 dated January 27, 2016 shall control.

Customer Bill To: Alex Gonzalez City of Industry 15625 East Stafford Street #100 City of Industry, CA 91744 626-333-2211, ext. 234	Customer Ship To: Same
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Investment Summary

Cartegraph’s proposed fees for this project are included in the summary below.

Date: January 27, 2016 **Purchase Agreement Expiration Date:** March 31, 2016 **Purchase Agreement No.:** #PA275

	Purchase Type	Qty.	Total Price
YEAR 1			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	Esri User Pack Subscription – 50 Named Users	1	\$10,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
FIELD SERVICES			
Implementation Services	Fixed Fee Service	1	\$26,800.00
YEAR 1 SUB-TOTAL			\$58,800.00

YEAR 2			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 2 SUB-TOTAL			\$22,000.00
YEAR 3			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 3 SUB-TOTAL			\$22,000.00
TOTAL COST (3-YEAR TERM)			\$102,800.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$32,000.00 due upon execution of the Purchase Agreement.
 - b. \$22,000.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$22,000.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50%, 2 months from execution of Purchase Agreement, whichever is sooner.
5. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp

(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Industry

By _____
(Signature)

(Type or print name)

Title _____

Date _____

EXHIBIT C
INSURANCE REQUIREMENTS

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. 7.4



MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Administrative Services

Date: February 11, 2016

SUBJECT: Approve Agreement with Regional Government Services Authority for Human Resources and Risk Mitigation Services

The Review Report from the California State Controller's Office released on January 28, 2016, noted a lack of administrative and internal controls. In order to address support issues related to human resources, benefit administration, payroll and risk mitigation; City staff researched several firms which could provide support to City staff and assist in the evaluation and reorganization of the City's human resources functions.

City staff is recommending that Regional Government Services Authority (RGS) be retained to support City staff and assist in the implementation of best practices. RGS is a non-profit governmental agency specializing in public sector staffing and consulting services. RGS was formed in 2001 as a Joint Powers Authority to provide local governments with administrative, staffing, and advisory services. RGS has served over 135 cities, special districts, and non-profits that support local government. Initially, RGS will perform a full evaluation and work plan for the City's human resources, benefit and risk management systems. Over time RGS will scale back its efforts to match the City's needs in a manner that is appropriate for a public agency that employs fewer than 25 staff members.

Exhibits

A: Agreement with Regional Government Services Authority

EXHIBIT A

Personal Services Agreement with Regional Government Services Authority

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 11, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Regional Government Services Authority ("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 February 11, 2019, 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 human resources, risk management, benefit administration, and staff support, 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

City's City Manager 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 Three Hundred and Fifty Thousand dollars (\$350,000.00) 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 described and set forth in Exhibit A. 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.

Nothing herein shall be interpreted as obligating Consultant to indemnify City against its own negligence or willful misconduct.

(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.

Nothing herein shall be interpreted as obligating Consultant to indemnify City against its own negligence or willful misconduct.

(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 or partial 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 or partially 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:

Richard H. Averett, Executive Director
Regional Government Services Authority
P.O. Box 1350
Carmel Valley, CA 93924

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 subconstulant 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

“CONSULTANT”

Regional Government Services Authority

By: _____
Paul Philips, City Manager

By: _____
Richard H. Averett, Executive Director

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

SCOPE OF SERVICES

RGS consulting staff have significant experience in performing all phases of human resources functions, and anticipate delivering those listed below. Other services not delineated may also be requested or recommended later.

- Assist the City with its State Controller's report to address all outstanding issues.
- General Human Resources Administration: Includes administration of labor contract terms, implementation of existing personnel policy and procedure, overseeing provision of pay and benefits according to contracts and laws; and resolution of day-to-day issues that occur in the interpretation and application of complex regulations and systems.
- Policy and Procedures Development: Update or develop new policies and procedures consistent with current legal standards and organizational objectives that includes meeting with management and employees to review processes and procedures; meeting and conferring with employee representatives; and developing implementation and training plans for required changes.
- Classification and Compensation Administration: Includes developing classification and compensation policies and models, reviewing and updating job descriptions, establishing study protocols and performing compensation studies, and ensuring compliance with state and federal laws related to compensation such as the Fair Labor Standards Act.
- Strategic Human Resources Planning: Includes conducting reviews of the current level of human resources-related functions and an assessment of current and long-range human resource needs and priorities; developing plans and timelines to improve HR services and functions, provide adequate policy frameworks for compliant and effective administration, enhance organizational structures, and otherwise address human resources issues; working with City management to determine priorities; and then working on the priorities until completed.
- Performance Management: Includes developing performance and behavioral expectations and standards, providing performance management training and coaching, facilitating employer- employee communication, and addressing attendance issues that impact performance.
- Employee Relations Administration: Includes reviewing, interpreting, and applying various provisions of labor contracts; writing clarifying language and obtaining agreement to same when needed; developing strategic plans for defining and achieving organizational objectives in labor contracts as well as negotiating such contracts; implementing resulting administrative changes with management and employees, and providing appropriate communications and education / training on new provisions and applications.
- Training and Organizational Development: Includes legally required training (sexual harassment prevention, etc.) as well as training in performance management, supervisory roles, problem-solving, communication skills, employee relations, and a variety of other areas.
- Recruitment and Selection/Employment Administration: Includes developing recruitment and testing processes, ensuring compliant pre-employment and hiring practices, and on-boarding of new staff.

- **Benefits Administration:** Includes analyzing benefit plans and offerings and their usage and functionality; determining best practices and benefit integration strategies to maximize benefits while achieving cost containment; resolving specific employee issues, and addressing problems with providers and benefit systems. May also include assisting employees with retirement processing, and with life or disability insurance claims.
- **Monitoring for legal compliance:** Includes overall monitoring of current legislation and pending legislation, and changes in the interpretation of laws provided by various court cases and regulatory agencies; developing and monitoring procedures and recordkeeping to demonstrate compliance; conducting reviews of agency personnel policies and procedures to ensure compliance with various federal, state, and local rules and regulations, particularly in the following employment-related areas:
 - COBRA Benefits: Identifying requirements and formulating appropriate policy and procedures, ensuring legal compliance and recordkeeping, monitoring eligibility, enrolling and ending services.
 - FMLA Administration: Identifying requirements and formulating appropriate policy and procedures, ensuring legal compliance and recordkeeping, monitoring eligibility, managing individual employee cases with associated pay, benefit and modified work issues, and following up on as needed with return to work or end of employment planning.
 - FLSA Administration: Identifying and correcting FLSA compliance issues, providing employee and managerial education and communications about this sensitive topic.
 - ADA Administration: Identifying a schedule for reviewing and updating essential functions and physical demands contained in job descriptions; serving as the interactive process manager; and ensuring appropriate communications and records are made regarding agreed-upon accommodations.

And any other area relating to employment.
- **Selected Employment-Related Risk Management functions:** Includes overseeing workers' compensation third-party (TPA) claims management, ensuring compliance with HIPAA and other medical privacy laws; managing administrative leave and fitness for duty situations; developing, delivering, and providing training and programs for a variety of employee health and safety issues.
- **Payroll Review:** Includes auditing the payroll processes to ensure compliance with state and federal law, memorandums of understanding, and best practices in payroll administration.

EXHIBIT B

RATE SCHEDULE

RATE SCHEDULE

Key Staff	Hourly Rate
Co Project Lead – Phase I, II, and III	\$125
Co Project Lead – Phase I only	\$110
Onsite and offsite support staff from Technician to Analyst	Up to \$90

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 has not been approved by the City's Risk Manager prior to commencement of work 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. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in 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.

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.