

AGENDA



Garden Grove City
Council

Tuesday, October 25,
2016

6:30 PM

AMENDED - Community
Meeting Center, 11300
Stanford Avenue, Garden
Grove, CA 92840

Bao Nguyen
Mayor

Steven R. Jones

Mayor Pro Tem

Christopher V. Phan

Council Member

Phat Bui

Council Member

Kris Beard

Council Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City

Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER BUI, COUNCIL MEMBER PHAN, MAYOR PRO TEM JONES, MAYOR NGUYEN

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. State Legislative update by Senator Janet Nguyen.
- 1.b. Community Spotlight: Recognition of Master Officer Leyva and Officer Elizondo for going above and beyond to help a young victim of bullying.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

3. WRITTEN COMMUNICATIONS

- 3.a. Request from the Sister City Association of Garden Grove for Co-Sponsorship of the 2017 Strawberry Stomp 5K. (Cost: \$9,450) (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 4.a. Award of Contract to Western States Roofing Inc., to remove and replace the Gem Theater roof. (Cost: \$63,475) (*Action Item*)
- 4.b. Approval of the exoneration of the improvement bonds for Tract Map No. 17646 located at 13581 and 13591 Yockey Street, Garden Grove. (*Action Item*)

- 4.c. Authorize the issuance of a purchase order to National Auto Fleet Group for two (2) new Fire Administrative trucks. (Cost: \$79,879.36) *(Action Item)*
- 4.d. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Administration utility vehicle. (Cost: \$29,567.27) *(Action Item)*
- 4.e. Receive and file minutes from the September 27, 2016, meeting. *(Action Item)*
- 4.f. Approval of Warrants. *(Action Item)*
- 4.g. Approval to waive full reading of Ordinances listed. *(Action Item)*
- 4.h. Approval of an Agreement with Merchants Building Maintenance, RFP No. S-1193, for Janitorial Services at City parks. (Cost: \$214,227 for one year.) *(Action Item)*

5. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

6. COMMISSION/COMMITTEE MATTERS

7. ITEMS FOR CONSIDERATION

- 7.a. Consideration of a Mitigated Negative Declaration and Mitigation Reporting Program and a Billboard Removal and Relocation Agreement. *(Action Item)*
- 7.b. Consideration of an Ordinance increasing the Traffic Commission from five to seven members. *(Action Item)*
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTION 2.70.010 OF CHAPTER 2.70 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO THE TRAFFIC COMMISSION.
- 7.c. Introduction of an Ordinance adopting animal control regulations for the City of Garden Grove. *(Action Item)*
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN AMENDING CHAPTERS 6.04 AND 6.05 OF TITLE 6 OF THE GARDEN GROVE MUNICIPAL CODE REGARDING ANIMAL REGULATIONS.

8. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

- 8.a. Adoption of an Anti Islamophobia Resolution, as requested by Mayor Nguyen. *(Action Item)*
- 8.b. Discussion on a policy regarding monuments to be located on City property, as requested by Council Member Beard. *(Action Item)*
- 8.c. Discussion on a policy regarding the procedure for allowing the

public to have PowerPoint presentations or other media during Oral Communications, as requested by Council Member Bui. (*Action Item*)

8.d. Discussion of, and receive and file information regarding process to consider proposed Vietnam War and Black April Monument, as requested by City Manager Stiles. (*Action Item*)

8.e. Approval of travel and related expenses for travel to Shanghai, China and New York. (Cost: not to exceed \$13,000) (*Action Item*)

9. ADJOURNMENT

The Tuesday, November 8, 2016, City Council meeting is being cancelled. The next Regular City Council Meeting will be held on Tuesday, November 22, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA.

Happy Birthday Council Member Beard

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Request from the Sister City Association of Garden Grove for Co-Sponsorship of the 2017 Strawberry Stomp 5K. (Cost: \$9,450) (<i>Action Item</i>)		
Date:	10/25/2016		

OBJECTIVE

To transmit a letter from the Sister City Association of Garden Grove requesting co-sponsorship of the 4th annual Strawberry Stomp 5K.

BACKGROUND

The Sister City Association of Garden Grove (Association) is a local 501(c) 3 organization that is in good standing and has been serving the Garden Grove community since 1989. Each year, this organization sends Garden Grove youth to our sister city, Anyang, South Korea, and also hosts their youth as part of their student exchange program.

DISCUSSION

The Association is requesting City Council approval for co-sponsorship of the 2017 Strawberry Stomp 5K, and meets the requirements set within the City's co-sponsorship policy.

FINANCIAL IMPACT

Co-sponsorship for the 2017 Strawberry Stomp 5K will have an impact to the City's General Fund. The cost to provide police and public works staff required to close the streets for this event is approximately \$9,450.

RECOMMENDATION

It is recommended that the City Council:

- Consider the Sister City Association of Garden Grove request for co-sponsorship of their 4th annual Strawberry Stomp 5K.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request from Sister City Association of Garden Grove	10/3/2016	Cover Memo	Ltr_Request_to_Council_- _4th_Annual_Strawberry_Stomp.pdf

Sister City Association of Garden Grove
4th Annual Strawberry Stomp 5K
GARDEN GROVE, CALIFORNIA

September 19, 2016
Honorable Mayor Bao Nguyen
11222 Acacia Parkway
P. O. Box 3070
Garden Grove, California 92842

Dear Mayor Bao Nguyen,

On behalf of all of the Sister City Association of Garden Grove, I am writing to invite the City of Garden Grove to co-sponsor the 4th annual Strawberry Stomp 5K. The event is scheduled to take place on **Saturday, May 27th 2017** just before the Strawberry Festival Parade. In addition to the parade route on Euclid and Chapman, it will require the partial closure of Main Street and Acacia Pkwy. We are expecting about 1,000 participants this coming year. We will once again be cooperating with Main Street businesses to promote maximum exposure to participants. In the past the street has been closed from 7:00 a.m. to 10:00 a.m.

The estimated cost to the City for this event is \$9,450.

The Sister City Association of Garden Grove is a nonprofit California corporation, organized to further the knowledge and understanding between the people of Garden Grove and those of similar cities in foreign countries. Every year since 1989 we have been sending the best of Garden Grove's youths to our sister city, Anyang, South Korea, and receiving their youths in our student exchange program. All proceeds from our fund raisers go directly towards sending our students overseas and hosting the incoming students.

If you need any further information, please feel free to contact me at 714-514-1499 or kvoeller@gmail.com.

Sincerely,



Kevin Voeller
President, Sister City Association of Garden Grove
P.O. Box CI
Garden Grove, CA 92842

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Award of Contract to Western States Roofing Inc., to
remove and replace the Gem
Theater roof. (Cost:
\$63,475) (*Action Item*)

OBJECTIVE

To request City Council to award a contract to Western States Roofing, Inc., in the amount of \$63,475, to remove and replace the roof at the Gem Theater.

BACKGROUND

The Gem Theater building has a roofing system that is failing and requires replacement. Specifications for replacement were developed and bids were solicited.

DISCUSSION

In response to the prescribed bidding procedures, five (5) bids were received with the results as follows:

<u>Company</u>	<u>Bid Amount</u>
Western States Roofing, Inc.	\$63,475.00
Chapman Coast Roof Co.	\$64,417.00
Best Contracting Services, Inc.	\$87,800.00
Letner Roofing Co.	\$97,000.00
Rite Way Roof Corporation	\$101,372.00

FINANCIAL IMPACT

The financial impact of this project is \$63,475. Funding for this project is available in

the Fiscal Year 2016/17 budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Western States Roofing, Inc., in the amount of \$63,475, to remove and replace the roof at the Gem Theater, and;
- Authorize the City Manager to execute the contract and make minor modifications as appropriate.

By: Phillip Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Western States Roofing Contract	10/7/2016	Cover Memo	WESTERN_STATES_ROOFING_CONTRACT.pdf

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Western States Roofing, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of Sixty Three Thousand Four Hundred Seventy Five Dollars Only (\$63,475.00), payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1173 and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set

forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **Thirty (30) calendar days**, excluding delays caused or authorized by the CITY

as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth

in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

4.9.3 Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

4.9.4 If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

4.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

4.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of

specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 Payroll Records. CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000.* The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

4.16.3 For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements

shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Course of Construction in an amount not less than the completed value of the project with no coinsurance penalty provisions. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (d) Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under the excess liability policy in 4.16.6 (d). Policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the schedule of underlying policies for an excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The

equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY: City of Garden Grove
City Attorney
11222 Acacia Parkway
Garden Grove, California 92840

To CONTRACTOR: Western States Roofing, Inc.
Attention: Preston Reeves, President
18605 Parthenia Street
Northridge, CA 91324

\\\\\\

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
Western States Roofing, Inc.

Contractor's State Lic. No. 993251

DIR Registration No. 1000006180

Expiration Date: 6/30/2017

By: Preston Reeves

Title: President

Date: September 30, 2016

Tax ID No. 46-4628312

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

ATTACHMENT "A"

SPECIFICATIONS FOR IFB NO. S-1173

**Furnish all Labor, Material, Tools, Equipment and
Incidentals for a Roof Replacement System at the Gem
Theatre in Garden Grove, CA.**

IFB S-1173
Scope of Work

1 PART 1 - GENERAL

1.01 DESCRIPTION

- A. Completely tear off existing roof, insulation, coping metals, and riglet metals and all other related items to the deck. All metals must be stored in a safe location for re-installment. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
 - 1. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
 - 2. Contractor shall raise mechanical equipment to maintain an 8" curb height. If curbs are missing they will need to be built by roofing contractor.
 - 3. Remove repair existing drains and install as needed.
 - 4. Replace all damaged, split or deteriorated plumbing support wood blocks.
- B. Install crickets where required to prevent any ponding water. Contractor is solely responsible to determine the number and location of the crickets.
- C. Provide lead flashings on breather pipe, electrical and plumbing penetrations presently without lead.
- D. Install wall and base flashings systems.
- E. Install sheet metal flashings.
- F. Mechanically fasten one layer of rosin paper followed by SBS modified base sheet over the wood deck.
- G. Fully apply in hot asphalt two layers of SBS ply membrane over the base. Fully apply in hot asphalt one layer of granulated fiberglass reinforced cap sheet over the interply.
- H. Heat weld flashing membranes.
- I. Coat the surface of the roofing membrane with a coating, which meets California Title 24 "Cool Roof Requirement". Rate of application shall be a minimum of 1.5 gallons/square for base and 1.5 gallons/square for top for a total of 3 gallons/square.

1.02 RELATED SECTIONS: Drawings, General Provisions, Special Provisions and Division 1 apply to the work of this section.

- A. Section [-----] - Submittals
- B. Section [-----] - Rough Carpentry
- C. Section [-----] - Roof Decks
- D. Section [-----] - Sheet Metal Flashing Components And Roofing Accessories
- A. Section [-----] - Sheet Metal Flashing and Trim
- E. Section [-----] - Sheet Metal Flashing and Trim
- F. Section [-----] - Sheet Metal Roofing

1.03 REFERENCES: References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standards are adopted. The following is an

abbreviated list of associations, institutions, and societies, which may be used as references throughout these specifications.

- A. American Society for Testing & Materials (ASTM):
 - 1. ASTM D 312: Asphalt Used in Roofing.
 - 2. ASTM D 412: Standard Test Methods for Rubber Properties in Tension.
 - 3. ASTM E 96: Standard for Water Transmission
 - 4. ASTM D-6163: Standard Specification for SBS Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements
 - 5. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 6. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing
 - 7. California Title 24 requirements for Cool Roof.
- B. Industry Publications:
 - 1. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
 - 2. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306).
- C. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
Chantilly, VA
- D. **CERTA: Certified Roofing Torch Applicator, By National Roof contractors Association
Elk Grove, IL**
- E. OSHA: Occupational Safety and Health Administration Washington, DC

1.04 COORDINATION

Coordinate with other trades affecting or affected by work of this section.

1.05 QUALITY ASSURANCE

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:
 - 1. Contractor shall provide a letter stating that they have at least 4 years experience with SBS modified bitumen membrane application and a list of 3 jobs of over 150 squares each that used a similar system as outlined in this specification.
 - 2. An updated letter from the primary roofing manufacturer they propose to use stating the Contractor has a valid "Certificate of Eligibility" and that application done by contractor will qualify for the warranty as required by the specification.
- B. Manufacturer Qualification: Roofing manufacturer shall own and operate their own manufacturing facility for SBS Modified Bitumen roofing membrane for a minimum of 7 years. Roofing membranes supplied under a private label agreement are not

acceptable. Roofing manufacturer shall submit a letter from their CPA firm confirming compliance with this requirement.

- C. Pre-Roofing Conference: Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it there after with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.
- E. Testing and agency requirements:
 - 1. Fire Testing: Material shall be tested for a minimum of Class A fire rating. The system should pass the said tests without any rock, covering or emulsions thus facilitating maintenance and eliminating excess load on the roof. All modified bituminous sheet roofing systems must bear testing agency (Underwriters Lab, Warnock Hersey etc.) on package or container indicating that materials have been produced under testing agency's classification and follow-up service.
 - 2. Contractor shall obtain all local permits for the application of the roofing system. The contractor prior to the job must obtain necessary permits.

1.06 WARRANTY

- A. Roofing Contractor: Upon completion of work, furnish a written five-year workmanship guarantee. This warranty shall cover all leaks due to defective workmanship for a period of 5 years. Manufacturer shall conduct an audit at no cost to owner within 3 years of project completion date. All deficiencies identified in the report shall be fixed and brought up to specification at no cost to the owner.
- B. Manufacturer: Manufacturer shall provide owner with a **20** year non-prorated Roofing System Guarantee. Warranty should cover all leaks caused by faulty workmanship or material. Warranty will be in effect on the date of substantial completion of the project.
- C. Coating Manufacturer: Coating manufacturer shall issue a 5-year warranty against peeling, flaking and cracking. The same company supplying and warranting the roofing membrane shall supply and issue the coating warranty too.

1.07 SUBMITTALS

- A. Pursuant to the provisions of the General Provisions and Section 01300 "Submittals" the Contractor shall submit the following:
 - 1. Product specification sheet for each roofing component within the specified system. Data should substantiate that materials comply with the specifications.

2. Test results as outlined in Article 1.05.B above.
3. Final warranty per Article 1.06.
4. Samples (3" x 5") of each roofing component within the specified system.
5. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
6. Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
7. As part of the submittal package, contractor shall submit a letter from the manufacturer agreeing to perform the maintenance services identified in section 1.06 C at no cost to the owner.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Roofing material shall be delivered to the job-site in new, dry, unopened containers clearly showing catalog number, product description, manufacturer's name and location. Delivered quantities should be sufficient to assure continuous work.
- B. Assure that materials are kept clean, and away from excessive heat and cold; do not remove labels or tear off protective covering until ready for application; store in an enclosed area where temperature is above 10 degrees C (50 degrees F) and below 32 degrees C (90 degrees F). Material shall not be stored directly on the ground.
- C. Do not double stack membrane. Maintain aisle space between stacks to facilitate fire suppression.
- D. Do not overload structure with building materials.
- E. Strictly follow recommended storage instructions supplied by the manufacturer.
- F. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack modified bitumen products or lay them on their side. Follow manufacturers' instruction for storage and handling.

2 PART 2 - PRODUCTS

2.01 ROOFING SYSTEM

- A. All components of the roofing system must be SBS modified bitumen and have been successfully manufactured in the U.S for a minimum of 10 years. All the layers (base, ply and cap) shall be supplied by the company issuing the warranty. Non-modified asphalt coated fiberglass Type II base sheet is not an acceptable substitution for the modified base sheet. Acceptable manufacturers, provided all requirements outlined in the specifications are met are:

- | | | |
|----|--------------|--|
| 1. | MBTechnology | www.mbtechnology.com |
| 2. | Garland | www.garland.com |

3. Or. "Approved Equal" from other manufacturer acceptable to owner / architect with submittals ten (10) days prior to Bid. Only products approved via a written addendum will be accepted.

B. Roofing Membranes: Roofing membrane components include:

1. BASE & Interply (2): Shall be SBS modified weighting a minimum of 28 Lbs/ Square and meeting ASTM D 4601-91, Type II. Approved membranes are:

MBTechnology	layflat SBS LF25
Garland	Versiply 40

- a) Modifier: SBS Modified
- b) Weight Minimum of 28 lbs/ 100 square feet
- c) Tensile @ Room Temp 44 lbs/in
- d) Weight 40 lbs/square

2. Cap Membrane: Shall meet the following minimum requirements. MBTechnology supercap SBS SC100GWH

Garland	Stessply IV Plus Granulated
---------	-----------------------------

- a) Modifier: Styrene Butadiene Styrene.
- b) Reinforcement: fiberglass mat.
- c) Tensile strength shall be min. 90 lbs/in. MD and 70 CMD @ 73.4 deg F
- d) Tear strength to be min. 98 lbs MD and 89 lbs CMD @ 73.4 F.
- e) Testing shall be in accordance with ASTM D 5147 at 0 degrees F.
- f) Thickness: 100 mils, minimum.
- g) Mass Weight: Minimum nominal weight of 100 pounds per square.

3. Backer layer for flashing: Shall be a self adhesive smooth surface SBS modified bitumen membrane which is air impermeable and meets the following minimum requirements. This membrane shall be incorporated at all flashing assembly prior to torch applying the smooth base and top surfacing flashing system.

MBTechnology	SA65S
Garland	Garland self adhesive membrane

- a. Modifier: Styrene Butadiene Styrene.
- b. Reinforcement: Non-woven Fiberglass mat.
- c. Top surfacing smooth,
- d. Minimum weight 30 lbs/square.
- e. Meeting ASTM D 1970-01

4. Flashing: Shall meet or exceed ASTM D 6162 Grade G. It shall be a dual reinforced fire rated SBS membrane suitable for torch application. Cap membranes reinforced with a single layer of polyester or fiberglass mat are not acceptable. Cap membranes reinforced with polyester mat with fiberglass strands are not acceptable. The cap membrane shall meet the following specifications:

MBTechnology	fireguard fastorch SBS FGFT160CWH
Garland	Stessply IV Plus Granulated

- a) Modifier: Styrene Butadiene Styrene.
- b) Reinforcement: Dual reinforcement consisting of a layer of polyester and a layer of fiberglass mat.
- c) Tensile strength shall be min. 180 lbs/in. MD and 150 CMD @ 0 deg F.
- d) Tear strength to be min. 180 lbs MD and 130 lbs CMD @ 73.4 F.
- e) Testing shall be in accordance with ASTM D 5147 at 0 degrees F.
- f) Thickness: 165 mils, minimum.
- g) Bottom Surface: Burn off backer film.
- h) Mass Weight: Minimum nominal weight of 116 pounds per 1 square roll.

2.02 ROOFING ACCESSORIES:

- A. Fasteners: Nailing patterns shall comply with Factory Mutual guidelines (FM I-90) requirements and roof membrane manufacturers written recommendations.
- B. Cants: Perlite cant and tapered edge strips: ASMT C728-91, Asphalt impregnated perlite. Cants shall be preformed to 45-degree angle with a 4" vertical leg, and 4" horizontal leg, unless noted otherwise.
- C. Pitch pans, Expansion Joints, Metal Flashings: Shall be in full compliance with NRCA and SMACNA approved application standards.
- D. Pitch Pan Filler: Shall consist of a two component, cold applied urethane compound as approved by roofing membrane manufacturer.
- E. Caulking Sealant: Comply with Federal Spec number TTS 0023c. And should consist of a single component, high performance, elastomeric compound as manufactured by or similar and equal to the following:
- F. Mastic: Elastomeric mastics, adhesives, and caulking products are required over standard grade adhesive and mastics. All mastics must conform to ASTM D4586 Elastomeric Mastic -Pros-choice 1010 by Gibson Homan or approved equal.
- G. Traffic Pad: Shall be manufactured with recycled tire with a minimum thickness of 1/2" and supplied by same company issuing the roofing warranty. Approved walk pads are MBTechnology's WT-3x4 or approved equal. Use Chemlink M1 adhesive or equal to adhere the walk pad to roof surfacing.
- H. Asphalt Primer: ASTM D 41, Leak Buster Matrix 307 Premium Asphalt Primer, by BMCA or equal.
- I. Liquid reinforced flashing system: MBT-Flash Single-component, elastomeric asphalt emulsion with polyester reinforcing fleece fabric fully embedded into the resin to form roof system flashings.
 - a. Reinforcement: woven polyester reinforcement.

- b. Surfacing: Second coat of MBT-Flash and mineral granules to match adjacent SBS-modified bitumen cap sheet.
- J. Hot Asphalt shall be IV as required by SBS Modified Bitumen manufacturer for issuance of the warranty specified within this specification. Mexican asphalt is not allowed.
- K. Protective Coating: Coating shall be a two-part co-polymer elastomeric coating, white in color and meeting California Title 24 requirement for Cool Roof. The coating shall have current listing with the Cool Roof Rating Council (CRRC) with CRRC label. Approved coatings are CO24 Base and CO24 Top by MBTechnology or approved equal

3 PART 3 - EXECUTION

3.01 EXISTING / GENERAL CONDITIONS

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper roofing applications. Prior to starting work, owner shall be advised of conditions needing correction. Work will not be started until other trade work required ahead of membrane application is completed. Contractor is responsible for all carpentry work such as wood nailers, wood curbs, wood expansion or contracting members, wood cants and similar items necessary for the completion of the work according to these specifications.
Removal of existing roof
 1. The existing roofing membrane(s) and insulation shall be removed to the existing deck and shall include but not be limited to, all wall flashings, edge flashings, and all other items incorporated there in.
 2. Remove only as much roofing as can be replaced with a completely new roofing system and made watertight the same day. Phase roofing application is not allowed.
 3. All debris shall immediately be removed from the roof surface and deposited into trucks or containers through an enclosed trash chute. Removal of existing roofing materials should be performed in conjunction with the installation of the new roofing system. All exposed areas must immediately be covered and made watertight. No overnight stockpiling of debris on the roof shall be permitted.
 4. Contractor shall clean all roof surfaces and is responsible for keeping the building and surrounding area neat and orderly.
 5. Trash container or trucks shall be removed from the premises when they are full.
 6. Clean the roof deck surfaces of all loose materials and other impediments detrimental to the application of the new roofing materials.

3.02 PROTECTION

- B. Prior to any job shut-down, all seams laid in the preceding time period shall be checked for water tightness. Required precautions should be taken to leave the job in watertight condition. If moisture is present at any location contractor at no expense to the owner or manufacturer will replace all wet material.

- C. All finished work of other trades that is damaged in the execution of work under this section shall be replaced or restored at the expense of the trade who caused the damage.
- D. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

3.03 SURFACE PREPARATION

- A. Prior to installing the roofing material, remove from deck all debris, nails, sharp objects, dirt, moisture, petrochemical materials or projections that could in any way damage the systems. Surface shall be prepared such that there is positive and workable drainage. Areas of the roof with ponding water should be corrected and the slope adjusted accordingly so as to prevent future standing water.

3.04 WORKMANSHIP

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for modified bitumen roofing systems, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".
- B. Prior to applying membranes the contractor and his foreman shall review the specifications and the manufacturer's technical manual with the manufacturer's technical representative to make certain all aspects of membrane application is understood. Application will proceed in strict accordance with specifications and detailed drawings and instructions in said technical manual. No verbal/oral deviation will be accepted unless authorized on company's letterhead signed by the company's "Manager of Technical Services "
- C. Maintain constant supervision by a competent foreman.
- D. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly flashed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.
- E. Install only as much roofing material as can be completed and covered with a cap membrane in one day. No section of the roof should be left exposed and unfinished. Phase roofing is not accepted.
- F. Do not roll roofing equipment or stack materials on completed new roofing surfaces, without the adequate protection of a ½" plywood sheets.

- G. Do not apply any roofing materials before sunrise, or at anytime when there are indications of moisture, (rain, mist, dew, frost or snow).
- H. Insure that no heavy objects remain in one place on the portions of the new roofing membrane where the membrane has not yet set or the adhesive has not fully bonded the layers. .
- I. Insure that all fish mouths are cut and patched (do not attempt to walk down the fish mouths). Objects causing separation between reinforcing plies must be removed.
- J. Every attempt shall be made to install flashings at openings, projections, and walls adjoining new roofing during all work periods. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
- K. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.

3.05 HOT ASPHALT

A. Modified SBS Base Sheet:

On decks with slope (1/4" per foot), base sheet must be applied in shingle fashion stating at the low point of the roof proceeding upwards, with all end laps staggered. Base sheet shall be lapped 2" on the sides and 4" at the ends. On decks with slopes greater than above in addition to the above requirements the end lap, shall also be staggered no less than 3 feet apart. Sheets will be nailed 12" from the edge, 18" apart. Turn up 2" above can't strip at all vertical surface.

B. Base Interply Application:

The first course shall be applied in half width starter rolls with subsequent course applied in full width rolls. The interply shall have a minimum of 3" side laps and 6" end laps. All subsequent plies must be staggered. Uniform solid mopping of steep asphalt at nominal rate of 25 lb. per 100 square feet. Broom in place. Turn up 2" above can't strip at all vertical surfaces. Apply two layers of interply over the base.

C. Cap Membrane Application

Lap each membrane 3 3/4" on side laps and 6" on end laps. End laps shall be staggered not less than three (3) feet apart. Uniform solid mopping of steep asphalt at nominal rate of 25 lb. per 100 square feet. Broom in place. Turn up 2" above cant strip at all vertical surfaces. Areas with less than 1/8" outflow of bitumen will be checked with a trowel, heat applied between laps and properly sealed. For slopes of 1"-2" per lineal foot apply material parallel to the slope; back nail head laps 2" from the edge, 6" o.c. and side laps 8" off center.

NOTE: Flying in 11'- 17' lengths of relaxed membrane into hot asphalt is recommended.

D. Guidelines On Hot Asphalt Application

1. Temperature: Hot asphalt application is NOT recommended when ambient temperature is below 50 degrees Fahrenheit. Do not over compensate by heating the asphalt above the equiviscous temperature.
2. It is recommended that membranes be rolled out and relaxed before application. It may be necessary depending on temperature to cut rolls in minimum 11' lengths to facilitate proper relaxing of membranes (pre storage of membranes in a warm environment will help expedite application).
3. Asphalt temperature shall never fall below 400 degrees Fahrenheit at the point of application of the membrane. Brooming of membrane is absolutely required.
4. Type IV shall be used on all slopes 1/4 inch per foot and over. Asphalt shall be applied at its EVT temperature or 425 degree F; whichever is greater, in a uniform layer, without voids, at a rate of 25 lb./ square. The mopping stroke will be such that the side lap is covered with asphalt last. A rolling bank (puddle) of mopping asphalt shall be maintained across the full width of the roll.
5. Slope Requirements:
Starting at low point of the roof apply the smooth ply & cap sheet perpendicular to the slope with a minimum of 3" side laps and 6" end laps. A flow of asphalt of 3/8" shall be obtained at all seams. Offset end laps a minimum of 36". For slopes of 1/2" - 2" per lineal foot apply the material parallel to the slope; back nail head laps 2" from the edge, 6" O.C and side laps 8" O.C. All side laps must be staggered 18" between successive plies. End laps of all cap membranes must be staggered a minimum of 3 feet. The roofing membrane components shall immediately be applied after application of base sheet and/or insulation as a continuous operation.
6. Priming: All metal flanges (all jacks, edge metal, lead drain flashings) and concrete and masonry surfaces shall be primed with an asphalt primer meeting ASTM D 41.
7. Fill all voids between the penetration and flashing collar with approved caulking.
8. All rolls (both ply and cap) shall never be put down in full-length rolls (33 lineal feet). They should be cut to the following lengths.

Slopes of	1/4" up to 1 1/2"	17-foot max
Slopes of	1 1/2" to 2"	11-foot max

Coiled rolls should be unrolled, placed upside down and allowed to "relax" prior to installation. Then re-roll to apply.

9. Care should be taken to insure that the cap sheet lays flat in the asphalt. There shall be complete adhesion between the cap sheet and the mopping asphalt.
10. Brooming of the plies may be necessary under certain conditions to insure that the cap sheet adheres solidly to the asphalt. Apply extra pressure to avoid creating open channels, where three or more membranes are lapped.
11. A minimum 3/8 inch asphalt flow-out shall be obtained at all laps. Dry laps are not acceptable. Check all seams for full and uniform adhesion.
All end laps shall be staggered a minimum of 18 inches so that no adjacent end laps coincide. If end laps fall in line or are not staggered the proper distance, a full width

- of SBS membrane shall be installed over the end laps. All material must be cut to specified lengths then relaxed or heated until the material lies completely flat before installation. (i.e. no wrinkles, buckles or rigid end strips)
12. Matching granules may be broadcast into the Hot Asphalt bleed out at seams while hot to enhance the finished appearance of the membrane.
A minimum 3/8 inch asphalt flow-out shall be obtained at all laps. Dry laps are not acceptable. Check all seams for full and uniform adhesion.
13. All laps shall be parallel or perpendicular to the slope of the roof such that the flow of water is not against the lap.

3.06 BASE FLASHINGS

- A. Install all base flashings of roof wall junctures, projections and expansion point curbing per manufacturers specification. All flashings shall be applied via heat welding. Cold adhesive or hot asphalt application of flashing is not recommended due to possibility of slippage. All flashing should be strapped with maximum 1.21-meter (4') sections.
- B. Backer sheet for flashing shall be a minimum of one layer of self-adhering smooth-surfaced polymer-modified bitumen sheet, smooth heat welded membrane covered with top surfacing. Base flashing cap sheet shall be applied via heat welding. Cold adhesive application of flashing is not allowed due to possibility of slippage.
- C. Base flashing shall be fused in place so that it extends a minimum 15 cms (6") onto surface of roof and a minimum of 10 cm (4") above termination of roofing membrane on wall. When flashing has to be installed over a porous surface, apply asphalt primer at a rate of 1.9 - 2.8 liter / 10 sqm (1/2 to 3/4 gal. per 100 sq. ft) and allow to dry.
- D. Apply pressure to the flashing membrane to obtain maximum contact to surface to which it is applied. There shall be no voids under the base flashing membrane. It is imperative that complete attachment be obtained to the roof surface, roofing membrane over cant, and the wall. A small bead of hot asphalt should be squeezed out at the edges.
- E. Subsequent strips of base flashing shall be fused in place in the same fashion, overlapping preceding strip by 10 cms (4"). Overlap shall be interply fused to preceding strip. Pressure shall be applied to surfaces to ensure adhesion.
- F. The flashing must not remain open at the end of the workday.
- G. The contractor shall thoroughly inspect the completed flashing system at the end of each day's work.
- H. Mechanically fasten top edge base flashings with approved fasteners 10 –15 cms (4"-6") on center per manufacturer's specifications.
- I. Install metal counter flashing as required.

3.07 SEALANT

- A. All edges of flashing exposed at gravel stops, waste stacks, pitch pans, vent stacks, etc., to be caulked with a smooth continuous bead of approved sealant.

3.08 INSPECTION OF COMPLETED SYSTEM

- A. All cap membrane shall be carefully inspected by the owner for construction damage and imperfect heat fusion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

3.09 DEFICIENCY ADJUSTMENTS

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The warranty will not be issued until the deficiencies are corrected.

3.10 CLEANING AND REPAIRING

- A. The contractor shall be held fully responsible for cleaning, repairing, touch up or replacing (when directed) items or areas which have been soiled, discolored or damaged by the work of this section. Precaution shall be taken against splashing any material on to adjacent areas. The contractor shall immediately remove any trace of such splashes or spills.

3.11 COATING APPLICATION:

- A. Power wash surface (use pressure of 800 to 1200 psi). Scrub areas with build-up of dirt, grease, and other foreign matter with solution of tri-sodium phosphate (TSP) and water rinse thoroughly. New granulated cap sheet can be coated within 30 days of original installation or longer as required by either SBS roofing manufacturer or coating manufacturer. Surface must be dry.

Surface and air temperatures must be a minimum of 60°F and rising. DO NOT apply if heavy dew or rain is expected within 24-48 hours. Apply on a clear, sunny day in morning hours with a 3/4" nap exterior paint roller or professional airless sprayer. First, apply one coat over all seams and joints. Allow to cure to one hour or until dry, apply two (2) uniform coats over entire surface, avoiding excessive rolling. Two full coats are needed for all applications. Apply second coat perpendicular to first coat back rolling where necessary. Allow an additional 1-2 coat where standing water exists

3.12 DEBRIS DISPOSAL

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner

assumes no responsibility for the disposal of any roofing material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

3.13 FINAL INSPECTION PRIOR TO COATING:

- A. All cap membrane shall be carefully inspected by the Architect / owner for construction damage and imperfect adhesion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

3.14 FIRE WATCH:

- A. Fire watch shall be provided continuously during and for at least 2 hour after the last torch on the roof is extinguished. At least two 2-1/2 gallon containers of water and two 4A60BC extinguishers shall be available during the fire watch. When work is interrupted, or at the end of a section of roofing, and at end of each day's work, areas which had been subjected to torch applications shall be surveyed with an infra-red sensing device. Hot spots shall be cooled and re-surveyed. If a hot spot persists, the roof shall be cut open and any smoldering shall be extinguished before the foreman leaves the site.

END OF DIVISION

ATTACHMENT "B" (BID PROPOSAL)

SECTION 2 - PROPOSAL
THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for Furnish all Labor, Material, Tools and Equipment for a Roof Replacement System at the Gem Theatre in Garden Grove, CA. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
LOCATION	TOTAL COST
Gem Theatre Roof Replacement System	\$ 63,475. ⁰⁰
TOTAL COST in Written Words: <i>Sixty-Three Thousand Four Hundred Twenty-Five dollars & ⁰⁰/₁₀₀</i>	
The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.	

NOTE: The lowest responsible bidder will be based on the BASE PRICE BID. The City reserves the right to add alternates to the base bid and award the contract based on available funds in the budget.

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>#1</u>	<u>8/25/16</u>
<u>#2</u>	<u>8/26/16</u>

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Check below where appropriate:

☐ Partnership: That _____ are partners, doing
(Names of all Partners)

business under the firm name of _____ and that
the co-partnership makes the accompanying proposal.

☒ Corporation: That PRESTON REEVES of WESTERN States Roofing, INC. makes
(President or Secretary) (Name of Corporation)

the accompanying proposal.

☐ Individual: That _____ is the bidder and makes the
(Name of Individual)
accompanying proposal.

Date: September 1, 2016

WESTERN States Roofing, INC
Company Name

18605 Parthenia St.
Address

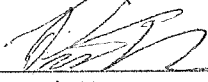
Northridge, CA 91324
City - State - Zip

(818) 718-0770
Telephone

993251
CA Contractors Lic. No.

1000006180
DIR Registration No.

PRESTON REEVES, PRESIDENT
Bidder's Name (Please Print)


Authorized Signature

SECTION 3 - DOCUMENTS (Cont.).

DESIGNATION OF SUB-CONTRACTORS

1. Pursuant to Public Contract Code Sections §4104 of California Public Contract Code, the undersigned certifies that it has used the sub-bids of the following listed subcontractors to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal and that the subcontractors listed will be used for the work for which they bid subject to the approval of the Engineer and in accordance with the applicable provisions of the Specifications. Please attach additional pages if needed.

1. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____
_____ NONE _____

2. Name of Subcontractor: _____ DIR Reg# _____
 Address: _____ Phone No: _____
 Individual, Partnership or Corporation: _____
 Work to be performed: _____

3. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

4. Name of Subcontractor: _____ DIR Reg# _____
 Address: _____ Phone No: _____
 Individual, Partnership or Corporation: _____
 Work to be performed: _____

5. Name of Subcontractor: _____ DIR Reg# _____
 Address: _____ Phone No: _____
 Individual, Partnership or Corporation: _____
 Work to be performed: _____

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

WESTERN States Roofing, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

PRESTON REEVES, PRESIDENT

Please Print (Name & Title of Authorized Representative)

9/1/2016

Date

(818) 718-0770

Phone Number

preston@westernstatesroofing.com

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa:
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Approval of the exoneration of the improvement bonds for Tract Map No. 17646 located at 13581 and 13591 Yockey Street, Garden Grove. (*Action Item*) Date: 10/25/2016

OBJECTIVE

To request City Council approval to exonerate the improvement bonds for Tract Map No. 17646 located at 13581 and 13591 Yockey Street, Garden Grove (at the west side of Yockey Street between Lariat Avenue and Trask Avenue).

BACKGROUND

The subject subdivision was approved by City Council on January 13, 2015, and it is a 0.927-acre site, with common areas for landscaping and recreation purposes, private streets, drainage and utilities, and for the construction of 6 units of single family residential development designed on individual lots.

DISCUSSION

The Subdivision Improvement Agreement requires the posting of improvement bonds to ensure completion of the improvement of street, sewer, water, drainage, and related onsite improvements for the subject development. With the work completed, the following improvement bonds are ready for exoneration:

Public Improvement	Amount
Faithful Performance	\$234,552.00
Labor and Material	\$117,276.00
Monument	\$2,340.00

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the exoneration of the improvement bonds listed above for Tract Map No. 17646 located at 13581 and 13591 Yockey Street, Garden Grove (at the west side of Yockey Street between Lariat Avenue and Trask Avenue).

By: Kamyar Dibaj, Project Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for two (2) new Fire Administrative trucks. (Cost: \$79,879.36) (<i>Action Item</i>)		
		Date:	10/25/2016

OBJECTIVE

To secure City Council authorization to purchase two (2) new Fire administrative trucks from National Auto Fleet Group through the National Joint Powers Alliance (NJPA) competitive bid program, Contract #102811.

BACKGROUND

The Public Works Department has two (2) vehicles that currently meet the City's guidelines for replacement. The replacements were approved through the Fiscal Year 2016/17 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

The National Joint Powers Alliance (NJPA) nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of NJPA, the City is able to utilize NJPA bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent NJPA competitive bid program, Contract #102811. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group \$38,939.68 * each

* This price includes all applicable tax and destination charges

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$79,879.36 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$79,879.36 to National Auto Fleet Group for the purchase of two (2) new Fire Administrative trucks.

By: Steve Sudduth, Equipment Mechanic Lead

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Administration utility vehicle. (Cost \$29,567.27) (<i>Action Item</i>)		
		Date:	10/25/2016

OBJECTIVE

To secure City Council authorization to purchase one (1) new utility vehicle from National Auto Fleet Group through the National Joint Powers Alliance (NJPA) competitive bid program, Contract #16361257-1.

BACKGROUND

The Public Works Department has one (1) vehicle that currently meets the City's guidelines for replacement. The replacement was approved through the Fiscal Year 2016/17 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

The National Joint Powers Alliance (NJPA) nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of NJPA, the City is able to utilize NJPA bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent NJPA competitive bid program, Contract #16361257-1. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$29,567.27*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$29,567.27 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$29,567.27 to National Auto Fleet Group for the purchase of one (1) new utility vehicle.

By: Steve Sudduth, Equipment Mechanic Lead

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 10/25/2016
 from the September 27,
 2016, meeting. (*Action Item*)

Attached are the minutes from the September 27, 2016, meeting for the City Council to receive and file.

ATTACHMENTS:

Description	Upload Date	Type	File Name
September 27, 2016, Minutes	10/19/2016	Backup Material	cc-min_09_27_2016.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 27, 2016

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE REGULAR MEETING

At 6:41 p.m., Mayor Nguyen convened the meeting in the A Room.

ROLL CALL PRESENT: (5) Mayor Nguyen, Council Members Beard, Bui,
Jones, Phan

ABSENT: (0) None

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ORAL COMMUNICATIONS

Speakers: Stephanie Klopfenstein, Dr. Sue Sisley, Roberto Pickering, Rebecca Cousins, Peter Katz, Charles Mitchell, Tony Flores, Richard Bui, Ngo Van Uc, Tsu Cau, Nicholas Dibs, Josh McIntosh, Gloria Bram.

PROCLAMATION RECOGNIZING OCTOBER 1-7, 2016, AS KOREAN HERITAGE WEEK
(F: 83.1)

This item was heard later in the meeting.

REJECTION OF BID, IFB NO. S-1195, AND AUTHORIZATION FOR THE DIRECT MANUFACTURER PURCHASE FROM TRANE COMMERCIAL SYSTEMS FOR TWO (2) AIR CONDITIONING CHILLERS (F: 60.4)

It was moved by Council Member Phan, seconded by Council Member Jones that:

Bid IFB No. S-1195 be rejected; and

The City Manager be authorized to direct the purchase of two (2) air conditioning chillers in the amount of \$98,160 from the manufacturer, Trane Commercial Systems.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

AGREEMENT WITH PETDATA FOR ANIMAL LICENSING (F: 55-PetData)

It was moved by Council Member Phan, seconded by Council Member Jones that:

The agreement with PetData, Inc., in the not to exceed amount of \$60,000 per year for the term of the agreement, executed as one, three-year term (not to exceed \$180,000) and two optional one-year terms be approved; and

The City Manager be authorized to execute the agreement and make any minor modifications as appropriate thereto.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

WARRANTS (F: 60.5)

It was moved by Council Member Phan, seconded by Council Member Jones that:

Payroll Warrants 180271 through 180318; Direct Deposits D299714 through D300420; and Wires W2270 through W2273; be approved as presented in the warrant register submitted, and have audited for accuracy and funds are available for payment thereof by the Finance Director; and

Regular Warrants 611227 through 611845; and Wires W1658 through W1666; be approved as presented in the warrant register submitted, and have audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Phan, seconded by Council Member Jones that:

Full reading of ordinances listed be waived.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

PROCLAMATION RECOGNIZING OCTOBER 1-7, 2016, AS KOREAN HERITAGE WEEK
(F: 83.1)

It was moved by Mayor Nguyen, seconded by Council Member Jones that:

October 1-7, 2016, be proclaimed as Korean Heritage Week in the city of Garden Grove.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

PUBLIC HEARING – FISCAL YEAR 2015-16 CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER) (F: 117.10D)

Following staff's presentation, Mayor Nguyen declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

It was moved by Council Member Jones, seconded by Council Member Bui that:

The Fiscal Year 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) be accepted; and

Staff be directed to transmit the report to Housing and Urban Development (HUD).

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

INTRODUCTION AND FIRST READING OF AN ORDINANCE ADDING CHAPTER 8.61 TO THE MUNICIPAL CODE RELATING TO FALSE ALARMS AND ADOPTION OF A RESOLUTION SETTING THE FALSE FIRE ALARM FEE (F: 61.1)(XR: 50.2)

(As approved earlier in the meeting: It was moved by Council Member Phan, seconded by Council Member Jones, and approved by a 5-0 vote, that full reading of ordinances listed be waived.)

Following staff's presentation and City Council discussion it was moved by Mayor Nguyen, seconded by Council Member Jones that:

Ordinance No. 2873 entitled:

An Ordinance of the City Council of the City of Garden Grove adding Chapter 8.61 to the Garden Grove Municipal Code relating to false fire alarms, after being introduced for first reading, be passed to second reading; and

Resolution No. 9390-16 entitled a Resolution of the City Council of the City of Garden Grove establishing the False Fire Alarm Response fee, be adopted effective November 15, 2016.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

DISCUSSION REGARDING MEMORIAL AT GARDEN GROVE PARK, AS REQUESTED BY COUNCIL MEMBER BUI (F: 73.5)(XR: 46.5)

Following City Council discussion:

It was moved by Council Member Bui that 20 hours of City staff time be approved to evaluate the proposed memorial and placement of the memorial.

COUNCIL MEMBER BEARD LEFT THE MEETING AT 7:31 P.M.

COUNCIL MEMBER BEARD RETURNED TO THE MEETING AT 7:33 P.M.

MAYOR NGUYEN LEFT THE MEETING AT 7:38 P.M.

MAYOR NGUYEN RETURNED TO THE MEETING AT 7:40 P.M.

Following City Council discussion:

Council Member Beard moved a substitute motion, seconded by Council Member Phan that:

The Parks, Recreation and Arts Commission be directed to develop policies and procedures for evaluating requests for memorials on public property.

After City Council discussion, the motion failed by a 1-3-1 vote as follows:

Ayes: (1) Beard
Noes: (3) Bui, Jones, Phan
Abstain: (1) Nguyen

After City Council discussion, the motion to approve 20 hours of staff time to evaluate the proposed memorial made by Council Member Bui was seconded by Council Member Jones.

The motion carried by a 4-1 vote as follows:

Ayes: (4) Bui, Jones, Nguyen, Phan
Noes: (1) Beard

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2872
REGARDING THE AMENDMENT TO PURCHASING AND CONTRACTING PROCEDURES
(F: 127.9)(XR: 50.2)

(As approved earlier in the meeting: It was moved by Council Member Phan, seconded by Council Member Jones and carried by a 5-0 vote that full reading of ordinances listed be waived.)

Following the reading of the title of Ordinance No. 2872 into the record, it was moved by Council Member Jones, seconded by Council Member Beard that:

Ordinance No. 2872 entitled an Ordinance of the City Council of the City of Garden Grove amending provisions of Chapters 2.50 and 2.52 of Title 2 of the Garden Grove Municipal Code relating to purchasing and contracting procedures, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

Council Member Beard expressed his appreciation for Robin Marcario's talent in creating her 18th mosaic tile dedicated for the City's 60th anniversary, and which was placed at the intersection of Lampson Avenue and Manley Street.

Council Member Phan also thanked Robin Marcario for her work on the mosaic tile. He also reminded everyone to stay hydrated during the heat wave.

Council Member Jones congratulated the candidates for doing a fine job at the Central Garden Grove Neighborhood Association Candidate Forum on Saturday, September 17, 2016.

Mayor Nguyen moved to direct staff to research the feasibility of Dr. Sue Sisely's and Roberto Pickering's proposal provided during oral communications on cannabis for veterans. The motion died for a lack of a second.

Mayor Nguyen thanked staff for their leadership in opening the Senior Center as a cooling center during the heat wave.

ADJOURNMENT

At 8:45 p.m., Mayor Nguyen adjourned the meeting. The next City Council Meeting will be held on Tuesday, October 11, 2016, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Deputy City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: City Manager Dept.: City Clerk
Subject: Approval of Date: 10/25/2016
 Warrants. (*Action Item*)

Attached are the City of Garden Grove warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	10/19/2016	Backup Material	cc_warrants.pdf

WARRANT NUMBER	NAME	AMOUNT	STATUS	DATE	TIME	LOCATION	REMARKS
180360	LAURIE J FUSSELL	5900.52	VOID	180361	VOID		0.00
180362	MARIO G VALDERRAMA	111.75	VOID	180363	ROBERT J FRANCO		56.80
180364	NABIL L TEWFIK	9552.85	VOID	180365	PATRICK WILLIAM MURPHY		1782.22
180366	MARK A LORD	1285.36	VOID	180367	MICHAEL J MC CLELLAN		2261.43
180368	KAREN J BROWN	614.74	VOID	180369	JUDITH A MOORE		1863.91
180370	DIANE BELAIR	1408.18	VOID	180371	AMANDA M POLLOCK		1103.09
180372	JO ANNE M CHUNG	1747.06	VOID	180373	TIMOTHY E THRONE		437.69
180374	THOMAS E BUTTERS	1950.79	VOID	180375	CHRIS M VERES		2161.72
180376	ERIC M ESPINOZA	626.86	VOID	180377	JON A MIHAILA		200.34
180378	ROBERT R MOUNGEY	3217.61	VOID	180379	MICHAEL F ROCHA		2860.07
180380	URIEL MACIAS	816.94	VOID	180381	JAVIER RODRIGUEZ		982.04
180382	DANIEL C MOSS	2014.27	VOID	180383	YUKIYOSHI NAKAGAWA		1377.51
180384	CHRISTOPHER A RAHE	566.76	VOID	180385	ESTEBAN H RODRIGUEZ		306.52
180386	SOUHELIA K GOUNTOUNA	1450.69	VOID	180387	BRITTANI L JOHNSON		824.93
180388	ANA E PULIDO	3269.11	VOID	180389	STEPHANIE AMBRIZ		136.31
180390	VALERIA J BARON	335.05	VOID	180391	DEANNA M CHUMACERO		1109.83
180392	STEVEN E GOMEZ	533.07	VOID	180393	KELLY L HOWENSTEIN		335.57
180394	MARK ANTHONY LOPEZ	252.42	VOID	180395	PHILIP J SEYMOUR		404.61
180396	MIRANDA M TORRES	306.13	VOID	180397	KENNETH P TRAVIS III		156.33
180398	TIFFANY M GRIEGO	562.01	VOID	180399	ISAAC DAVILA		415.49
180400	MICHELLE N ESTRADA-MONSA	411.89	VOID	180401	JULIAN TAPIA		344.94
180402	RANDY L TUCKER	869.66	VOID	180403	SHELBY KEULIAN		894.19
180404	KIMBRA S VELLANOWETH	1559.06	VOID	180405	O.C.E.A. GENERAL		2103.00
180406	O.C.E.A.	1040.55	VOID	180407	COMMUNITY HEALTH CHARITI		50.00
180408	GARDEN GROVE POLICE ASSO	1450.00	VOID	D301106	KRIS C BEARD		210.84
D301107	PHAT T BUI	2.12	VOID	D301108	STEVEN R JONES		19.30
D301109	BAO Q NGUYEN	118.40	VOID	D301110	CHRIS V PHAN		198.00
D301111	PAMELA M HADDAD	1550.36	VOID	D301112	SCOTT C STILES		6530.72
D301113	MARIA A STIPE	4881.76	VOID	D301114	KATHLEEN BAILOR		2632.09
D301115	DENISE KEHN	1927.47	VOID	D301116	MARITZA PIZARRO		1470.57
D301117	TERESA L POMEROY	2587.62	VOID	D301118	SHAUNA J CARRENO		1862.02
D301119	TERESA G CASEY	1160.96	VOID	D301120	VIRGINIA DELGADO		1583.18
D301121	DANNY HUYNH	3155.11	VOID	D301122	VILMA C KLOESS		1737.68
D301123	IVY LE	1673.13	VOID	D301124	TAMMY LE		1441.19
D301125	LINDA MIDDENDORF	2255.00	VOID	D301126	ROSALINDA MOORE		1251.16
D301127	MARIA A NAVARRO	2062.48	VOID	D301128	PHUONG-VIEN T NGUYEN		2293.41
D301129	OUANG NGUYEN	2191.00	VOID	D301130	TINA T NGUYEN		1901.97
D301131	THYANA T PHI	2093.80	VOID	D301132	MARIA RAMOS		1945.60
D301133	TANYA L TO	1623.23	VOID	D301134	CUONG K TRAN		1982.61
D301135	ELAINE TRUONG	1370.56	VOID	D301136	THANH-NGUYEN VO		1730.16
D301137	CARLOS MARQUEZ	2627.68	VOID	D301138	SYLVIA GARCIA		2024.25
D301139	KINGSLEY C OKEREKE	4899.03	VOID	D301140	ANN CAO EIFERT		2339.17
D301141	HEIDI M JANZ	2091.80	VOID	D301142	CHRISTI C MENDOZA		246.72
D301143	DEBORAH A POWELL	1165.38	VOID	D301144	MARGARITA A ABOLA		1666.25
D301145	ELLIS EUN ROK CHANG	2593.78	VOID	D301146	HENRY CHAO		2175.26
D301147	JANET J CHUNG	1842.86	VOID	D301148	CLAUDIA FLORES		3014.98
D301149	CARRIE S HANES	2003.54	VOID	D301150	RHONDA C KAWELL		2066.38
D301151	ROBERT W MAY	1364.69	VOID	D301152	SHAWNA A MCDONOUGH		1180.86

**** PAGE TOTAL = 154768.00

D301153	ALEXANDER TRINIDAD	2172.86	D301154	LIGIA ANDREI	1310.76
D301155	ARIANA B BAUTISTA	1370.30	D301156	PAMELA S GILLIS	2439.16
D301157	SUE J GULLEY	238.97	D301158	JEFF N KURAMOTO	2093.02
D301159	CHELSEA E LUKAS	1477.36	D301160	EDWARD E MARVIN JR	1641.96
D301161	ANGELA M MENDEZ	1696.63	D301162	MONICA A NEELY	3910.67
D301163	JENNIFER L PETERSON	2629.99	D301164	ANH PHAM	1431.94
D301165	EVA RAMIREZ	1455.42	D301166	JAIME F CHAVEZ	1361.03
D301167	GARY F HERNANDEZ	1547.06	D301168	SANDRA E SEGAWA	3059.98
D301169	ALANA R CHENG	2038.77	D301170	LISA L KIM	3643.44
D301171	MICHAEL G AUSTIN	2316.28	D301172	TODD C HARTWIG	2184.74
D301173	AARON J HODSON	1638.29	D301174	JERROLD R HOLSTEIN	952.93
D301175	DONALD E LUCAS	2454.32	D301176	DAVID B MARCUM	1773.81
D301177	LIZABETH C VASQUEZ	1583.34	D301178	RODRIGO E VICTORIA	1369.94
D301179	DANIEL A WINDHAM	2329.25	D301180	ISABELLA C ZANDVLIET	1852.91
D301181	CHRISTOPHER CHUNG	2279.56	D301182	PAUL GUERRERO	2422.09
D301183	KARL J HILL	3771.22	D301184	HUONG Q LY	404.69
D301185	LEE W MARINO	3153.22	D301186	MARIA L MEDRANO	1748.88
D301187	MARIA C PARRA	2257.20	D301188	ERIN WEBB	3039.22
D301189	GREG BLODGETT	2505.44	D301190	MONICA COVARRUBIAS	2381.28
D301191	GRACE E LEE	2184.69	D301192	AMEENAH ABU-HAMDIYYAH	1601.03
D301193	JULIE A ASHLEIGH	1712.14	D301194	RITA M CRAMER	1943.52
D301195	RALPH V HERNANDEZ	2005.49	D301196	ALLISON MILLS	909.86
D301197	JIMMY NGUYEN	1700.91	D301198	ROY N ROBBINS	2556.02
D301199	NIDA R WATKINS	2258.81	D301200	MICHAEL C BOS	2100.16
D301201	HOWARD R BROWN	2220.16	D301202	DANIEL J CANDELARIA	3952.65
D301203	KAMYAR DIBAJ	2517.51	D301204	NICOLAS C HSIEH	2775.01
D301205	ROSEMARIE JACOT	1869.75	D301206	NAVIN B MARU	3080.14
D301207	MICHAEL F SANTOS	2493.87	D301208	MARK P UPHUS	3068.28
D301209	JOSE A VASQUEZ	2118.42	D301210	ANA G VERGARA NEAL	2022.40
D301211	DAI C VU	3454.90	D301212	KHANG L VU	2258.34
D301213	JOSHUA J ARIONUS	1634.60	D301214	RUTH A BARSOITI	468.49
D301215	JAN BERGER	1748.35	D301216	ROBERT P BERMUDEZ	2719.63
D301217	TIM P CANNON	2497.10	D301218	MYUNG J CHUN	3431.48
D301219	RYAN H DAVIS	410.05	D301220	RONALD W DIEMERT	1782.35
D301221	CHRIS N ESCOBAR	2249.61	D301222	JASON A FERTAL	1663.29
D301223	ALEJANDRO GONZALEZ	2315.10	D301224	MICHAEL J GRAY	1085.77
D301225	LARRY GRIFFIN	1471.42	D301226	ROBERT ALAN HAENDIGES	3325.23
D301227	RYAN S HART	1401.77	D301228	ROBERT M HIGGINBOTHAM	1143.73
D301229	EDWARD A HUY	1961.72	D301230	VIDAL JIMENEZ	1570.98
D301231	SAMUEL K KIM	3575.77	D301232	SHAN L LEWIS	1505.36
D301233	REBECCA PIK KWAN LI	2806.47	D301234	SCOTT T LOWE	2559.15
D301235	DAVID MA'AE	1989.74	D301236	TYLER MEISLAHN	1616.99
D301237	JESSE K MONTGOMERY	1543.02	D301238	STEVEN J MOYA JR	1783.73
D301239	BASIL G MURAD	2725.31	D301240	KIRK L NATLAND	670.89
D301241	DUC TRUNG NGUYEN	1742.20	D301242	CORNELIU NICOLAE	1870.26
D301243	ANDREW I ORNELAS	1390.42	D301244	DAVID A ORTEGA	1824.76
D301245	CELESTINO J PASILLAS	2323.10	D301246	WILLIAM F PEARSON	1944.16
D301247	LES A RUITENSCHILD	3345.11	D301248	JONATHAN RUIZ	2606.22

**** PAGE TOTAL = 199445.32

D301249	MODESTO R SALDANA	1732.05	D301250	ALEXIS SANTOS	1238.55
D301251	ADRIAN M SARMIENTO	3634.52	D301252	ALBERT TALAMANTES JR	660.97
D301253	MINH K TRAN	1905.98	D301254	ALEJANDRO N VALENZUELA	1851.28
D301255	KATHLEEN N VICTORIA	731.01	D301256	RONALD J WOLLAND	1456.74
D301257	VICTOR K YERGENSEN	1619.24	D301258	ALICE K FREGOSO	1671.48
D301259	RAQUEL K MANSON	2307.83	D301260	CAROLYN E MELANSON	1630.73
D301261	WILLIAM E MURRAY JR	5862.25	D301262	EMILY H TRIMBLE	1350.10
D301263	ANTHONY U AGUIRRE	513.20	D301264	RODOLPHO M BECERRA	1361.89
D301265	HELEN L CAMDEN	667.53	D301266	EDGAR A CANO	708.00
D301267	ALBERT J CARRISOZA	1416.08	D301268	MARRAY R CHAPMAN	672.19
D301269	VINCENT L DE LA ROSA	1609.78	D301270	HECTOR M ESPINOZA	1969.80
D301271	ROBERT J FRANCO	626.86	D301272	MAURICIO S GARCIA	2410.59
D301273	GLORIA GAW	1847.16	D301274	RICHARD R GOSSELIN	2934.84
D301275	HERMILO HERNANDEZ	1390.46	D301276	DARNELL D JERRY	676.03
D301277	KEANU M KALOLO	1255.71	D301278	BRENT KAYLOR	1938.12
D301279	BEN A KOSKY	1964.40	D301280	MARK W LADNEY	2077.31
D301281	RAUL LEYVA	3053.53	D301282	ANTONIO R MARTIN	1977.10
D301283	ROBERT P MCLOGAN	613.95	D301284	CARLOS F MENDEZ	1601.50
D301285	RIGOBERTO MENDEZ	3074.81	D301286	STEVEN T ORTIZ	1754.84
D301287	RICHARD L PINKSTON	1721.56	D301288	BRADLEY J POINDEXTER	701.96
D301289	STEVE J TAUANU'U	1837.54	D301290	SUSAN VITALI	930.86
D301291	STEPHANIE A WASINGER	742.44	D301292	JEFFREY G CANTRELL	1766.95
D301293	THOMAS C COUNTS	27.62	D301294	JAMES CUNNINGHAM	2093.34
D301295	EARNEST L DOMINGUEZ	682.14	D301296	JULIA ESPINOZA	1100.92
D301297	ALBERT R EURS II	1965.05	D301298	CECELIA A FERNANDEZ	1069.96
D301299	CONRAD A FERNANDEZ	889.74	D301300	JORGE GONZALEZ	1016.98
D301301	MICHAEL R GREENE	1817.45	D301302	RONALD D GUSMAN	853.98
D301303	GLORIA A HARO	1082.04	D301304	ERIC W JOHNSON	900.09
D301305	KHUONG NGUYEN	1082.04	D301306	VIRGINIA NICHOLS	783.98
D301307	ALEJANDRO ORNELAS	624.59	D301308	WILLIAM R PICKRELL	2357.14
D301309	CHRISTOPHER L RELEFORD	1549.38	D301310	DELFRADO C REYES	1082.04
D301311	RAFAEL ROBLES	1112.29	D301312	RODERICK THURMAN	2069.55
D301313	EVARISTO VERA	1121.58	D301314	RICHARD L WILLIAMS	1447.15
D301315	ANSELMO AGUIRRE	1826.91	D301316	CHRISTOPHER L ALLEN	2285.25
D301317	JOHN M BRUNING	575.15	D301318	PHILLIP J CARTER	2039.93
D301319	RICK L DUVALL	2835.68	D301320	AARON R HANSEN	1174.97
D301321	PATRICIA CLAIR HAYES	2924.85	D301322	HUY HOA HUYNH	2135.57
D301323	BRYAN D KWIATKOWSKI	1370.00	D301324	BRANDON S NUNES	505.04
D301325	CHRISTOPHER B PRUDHOMME	341.07	D301326	ROLANDO QUIROZ	1564.31
D301327	TODD R REED	2558.05	D301328	RONALD E SANDIFORTH	1879.82
D301329	LUIS A TAPIA	2397.74	D301330	MICHAEL W THOMPSON	4466.42
D301331	WILLIAM J WHITE	1803.63	D301332	JEREMY J GLENN	443.62
D301333	JESSE GUZMAN	2062.02	D301334	BRETT A MEISLAHN	1575.43
D301335	MARK E MONSON	2130.80	D301336	ALAN D SARVER	1837.71
D301337	STEPHEN D SUDDUTH	1422.47	D301338	TIMOTHY WALLINGFORD	3120.35
D301339	HILLARD J WILLIAMS	3166.24	D301340	ALBERT J HOLMON III	3187.74
D301341	ALLEN L SERNA	2085.02	D301342	VICTOR T BLAS	2111.44
D301343	FRANK X DE LA ROSA	1798.52	D301344	ERVIN DUBRUL	1752.49

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D301345	JOSE GOMEZ	1750.84	D301346	BRENT W HAYES	2527.85
D301347	FRANK D HOWENSTEIN	2036.88	D301348	ALLEN G KIRZHNER	2855.57
D301349	KEON DONTRAY NELSON	1781.02	D301350	STEPHEN PORRAS	2585.25
D301351	ALEJANDRO VALENZUELA JR	1374.90	D301352	JESSE VIRAMONTES	2317.53
D301353	JOHN ZAVALA	2077.04	D301354	VERONICA AVILA	1260.61
D301355	JEFFREY P DAVIS	4074.76	D301356	NOELLE N KIM	1535.39
D301357	MISSY M MENDOZA	466.81	D301358	MARIE L MORAN	2242.38
D301359	KRISTY H THAI	1980.49	D301360	YOLANDA A ALVARADO	168.48
D301361	EDWARD D AMBRIZ GARCIA	351.16	D301362	GABRIELIA E BALANDRAN	75.75
D301363	JOSUE BARREIRO MENDOZA	673.32	D301364	NICHOLAS J BARRETT	80.85
D301365	ALEXIS R BAUTISTA-MOYANO	127.80	D301366	ALEJANDRA CAMARENA	189.80
D301367	RACHEL M CAMARENA	1713.12	D301368	RENE CAMARENA	1738.74
D301369	MARTI CARROLL	980.91	D301370	VICTORIA M CASILLAS	1640.29
D301371	CYNTHIA A CHEW	1660.31	D301372	MARLOWE L CONTI	496.42
D301373	JULIE T COTTON	823.99	D301374	KENNETH E CUMMINGS	319.87
D301375	KEVIN J CUMMINGS	319.58	D301376	JEANETTE A DEMENECE	838.28
D301377	GRISSELL V EVERASTICO	278.64	D301378	JARED D GARCIA	153.28
D301379	VANESSA L GARCIA	123.54	D301380	JACOB R GRANT	1741.73
D301381	IVANA C HERNANDEZ	42.31	D301382	CAROLINA HONSTAIN	315.86
D301383	KIMBERLY HUY	4198.93	D301384	ANA C IZQUIERDO	429.69
D301385	MARTITZA JIMENEZ	394.34	D301386	MARISSA D LOPEZ	41.52
D301387	JOHNNY LUNA	463.65	D301388	ELAINE M MA'AE	2321.56
D301389	JESUS MEDINA	1586.86	D301390	JUAN MEDINA	1764.06
D301391	NICHOLAS M MEDINA	339.99	D301392	MONSERRAT MENDOZA ALVARE	285.77
D301393	JOHN A MONTANCHEZ	3111.94	D301394	BRIANNA M MOORE	757.39
D301395	KIRSTEN K NAKAISHI	101.98	D301396	GINA D NECCO	474.46
D301397	JACOB J NEELY	182.52	D301398	NOEL N NICHOLAS	979.01
D301399	JENNIFER GODDARD NYE	810.75	D301400	GABRIELA O'CADIZ-HERNAND	2431.73
D301401	LORI OCHOA	1761.11	D301402	CHRISTIAN PANGAN	545.11
D301403	JANET E PELAYO	2652.54	D301404	LEGEND PHAM	167.17
D301405	SUGEIRY REYNOSO	2026.14	D301406	PAIGE L ROBINSON	538.16
D301407	MARINA Y ROMERO	1640.77	D301408	MONICA K ROMO	225.05
D301409	RICARDO SALDIVAR	364.69	D301410	LARISSA E SANTOS	223.50
D301411	DANA MARIE SAUCEDO	1831.19	D301412	EMERON J SCHLUMPBERGER	911.55
D301413	KRISTOF A SIERRA	268.95	D301414	ARTURO TORRES ROBLES	250.44
D301415	CLAUDIA VALDIVIA	2513.84	D301416	JEFFREY VAN SICKLE	1890.22
D301417	JOSEFINA L VELAZQUEZ	146.27	D301418	DAISY O VENCES	342.44
D301419	JOSHUA VENCES	170.13	D301420	PAUL E VICTORIA	1130.36
D301421	DAVID M WILMES	562.22	D301422	LUCIA MEDINA-WHITTAKER	597.42
D301423	MILLIE MEROLA	1009.06	D301424	SVETLANA MOURE	1839.77
D301425	THOMAS R SCHULTZ	2521.11	D301426	RANDY ABRAHAMSON	4471.75
D301427	ALBERTO ACOSTA	2767.82	D301428	ANTHONY R ACOSTA	1998.20
D301429	JOHN D BARANGER III	3024.22	D301430	LUCAS B BAUER	3295.90
D301431	BRADLEY D BELL	2653.12	D301432	JERRY R BRENEWAN	3892.28
D301433	JEREMY J BROADWATER	1726.02	D301434	GUY BROWN	1852.97
D301435	JOSE J CAMBEROS	2111.51	D301436	DANIEL L CLEARWATER	2922.57
D301437	YVES G CLERMONT	1666.36	D301438	JOE W CRAWFORD	3163.66
D301439	TIMOTHY A CRAWFORD	3180.62	D301440	JUSTIN D DOYLE	2253.44

**** PAGE TOTAL = 133507.15

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 10/13/16 PAGE 5

D301441	MICHAEL G ECKHARDT JR	1814.86	D301442	DAVID W EDNOFF	3583.94
D301443	STEVE P FELLNER	4604.51	D301444	JAMES L GABBARD	2164.41
D301445	DREW R GARCIA	1922.65	D301446	JEFF W HANNA	5332.50
D301447	MATTHEW R HENSHAW	3452.76	D301448	MICHAEL L JACOBS	3059.70
D301449	WILLIAM R JAEGER	1515.97	D301450	SCOTT A KUHLMAN	4583.64
D301451	NICHOLAS A LERARIO	1710.96	D301452	COREY L LINDSAY	1791.72
D301453	NORMAN M LOVELY	2673.57	D301454	JOHN M MARQUEZ JR	890.39
D301455	CHEYNE C MAULE	5802.08	D301456	TERRY A MCGOVERN JR	4116.54
D301457	SHANE D MELLEMM	1949.28	D301458	TRAVIS M MELLEMM	2003.30
D301459	MARK A MICKELSEN	3713.03	D301460	SON L NGUYEN	4258.55
D301461	FREDERICK N NIBLO	2803.24	D301462	BRENT C PARDOEN	1958.09
D301463	MICHAEL KURT RIETH	2196.07	D301464	WADE E RUHMAN	3182.98
D301465	DENNIS L RUZICKA	2786.43	D301466	NICK R SCHAEFER	959.71
D301467	SCOTT A SCHERER	3827.27	D301468	JEFFREY T SPARGUR	3847.36
D301469	MORRIS B SPELL	4783.73	D301470	WILLIAM S STROHM	3771.47
D301471	JUSTIN D TRAVER	2488.19	D301472	CHRISTOPHER B TRENHOLM	3047.43
D301473	JUSTIN TRUHILL	3182.26	D301474	MARIO G VALDERRAMA	2595.90
D301475	KEITH T VELOTTA	3140.93	D301476	DAVID S WALDSCHMIDT	2295.64
D301477	MARK S WEISS	2566.11	D301478	PAUL J WHITTAKER	4392.34
D301479	JEFFREY WILKINS	5032.45	D301480	JOSEPH A WINGERT JR	3375.81
D301481	MYLES A BURROUGHS	774.18	D301482	DAVID M CARLSON	1917.75
D301483	PARKER W CARY	2116.44	D301484	JOSHUA A FELDMAN	2157.44
D301485	TIMOTHY D FISHER	4247.42	D301486	GARRET M FURUTA	2233.84
D301487	SHANE S HOWEY	1839.93	D301488	PETER M HUBER	2143.03
D301489	JORDAN R JEMIOLA	2843.61	D301490	MATTHEW C KLEIBACKER	3753.90
D301491	ANTHONY L KNAACK	2966.81	D301492	DANIEL J MOORE	3191.94
D301493	GRANT A NOBLE	3695.32	D301494	ERIC S NORRIN	7000.55
D301495	ANTHONY J PAGE	3778.87	D301496	ERIC M PALOMO	2648.55
D301497	ANDREW J ROACH	3275.78	D301498	RICHARD RONSTADT	3287.50
D301499	DAVID C SANCHEZ	1840.83	D301500	ERIC P STOKER	3042.96
D301501	ERIC THORSON	2432.58	D301502	RYAN D VAN WIE	1902.70
D301503	KICKER E VENCILL	1423.79	D301504	GREGORY D WILLIAMS	2024.17
D301505	JONATHAN C WOLFE	2179.28	D301506	JEREMIE E YORKE	2118.83
D301507	NATHAN T BRADY	2963.37	D301508	BRYSON T DAHLHEIMER	1774.56
D301509	LISA S GUARDI	316.08	D301510	DON T NGUYEN	2014.64
D301511	THANH Q NGUYEN	5913.92	D301512	TIMOTHY S SAWYER	5188.86
D301513	PEDRO R ARELLANO	4060.27	D301514	TODD D ELGIN	4858.30
D301515	CAROLE A KANEGAE	2127.95	D301516	KRISTEN A BACKOURIS	1609.07
D301517	GENA M BOWEN	1249.40	D301518	JESENIA CAMPOS	1101.56
D301519	HELENA ELSOUSOU	2664.59	D301520	ROBERT D FOWLER	3460.76
D301521	AI KELLY HUYNH	1667.83	D301522	EDUARDO C LEIVA	3318.70
D301523	CINDY S NAGAMATSU HANLON	3405.15	D301524	JEFFREY C NIGHTENGAL	3394.84
D301525	TRAVIS J WHITMAN	4412.64	D301526	CLAUDIA ALARCON	2751.79
D301527	TIMOTHY R ASHBAUGH	2036.33	D301528	ALFREDO R AVALOS	3107.26
D301529	CARLOS BAUTISTA JR	2944.38	D301530	JOSHUA K BEHZAD	2709.74
D301531	RYAN S BERLETH	1860.99	D301532	SUMMER A BOGUE	1558.67
D301533	RICHARD O BURILLO	3741.86	D301534	RYAN V BUSTILLOS	4084.16
D301535	ROBERT W CAMPBELL	2645.76	D301536	JUAN C CENTENO	3290.67

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D301537	JEROME L CHEATHAM	2448.81	D301538	AARON J COOPMAN	2565.86
D301539	ADAM B COUGHRAN	3154.72	D301540	GARY L COULTER	2228.54
D301541	NATHANIEL D COX	2800.81	D301542	CHARLIE DANIELEY III	2398.33
D301543	NICHOLAS A DE ALMEIDA LO	3110.72	D301544	KEVIN DINH	3092.92
D301545	RONNIE D ECHAVARRIA	4485.38	D301546	KORY C FERRIN	2823.66
D301547	KARI A FLOOD	2090.15	D301548	MICHAEL E GERDIN	2065.19
D301549	JOSEPH P GROSS JR	2322.85	D301550	ALLAN S HARRY	3897.73
D301551	BRIAN HATFIELD	14605.63	D301552	WILLIAM T HOLLOWAY	3385.47
D301553	JASON L JOHNSON	2498.72	D301554	MICHAEL J JOHNSON	2791.83
D301555	GERALD F JORDAN	2387.44	D301556	ARION J KNIGHT	2862.68
D301557	TIMOTHY P KOVACS	2825.93	D301558	AUSTIN C LAVERTY	2070.17
D301559	CHRISTOPHER LAWTON	2606.57	D301560	RAFAEL LOERA JR	2354.83
D301561	JON D LOQUIST	1855.01	D301562	MATTHEW P MARCHAND	2417.75
D301563	BRYAN J MEERS	3062.37	D301564	DANNY J MIHALIK	6785.45
D301565	JEREMY N MORSE	1971.80	D301566	MITCHEL S MOSSER	1919.43
D301567	AARON S NELSON	2808.17	D301568	JASON S PERKINS	3863.91
D301569	PHILLIP H PHAM	2562.57	D301570	JOHN E REYNOLDS	2751.80
D301571	CHRISTOPHER M SHELREN	6998.53	D301572	GAREY D STAAL	2695.57
D301573	DANIEL J VILLEGAS	2512.22	D301574	JONATHAN B WAINWRIGHT	2293.03
D301575	CHRISTOPHER A WASINGER	3315.81	D301576	MARCOS R ALAMILLO	4164.70
D301577	RICHARD A ALVAREZ-BROWN	2235.33	D301578	BOBBY B ANDERSON	2538.06
D301579	JOHN F BANKSON	2580.45	D301580	EVAN S BERESFORD	2260.41
D301581	RAY E BEX	2899.87	D301582	VANESSA M BRODEUR	2833.16
D301583	DAVID Y H CHANG	1658.67	D301584	CHASEN P CONTRERAS	2953.05
D301585	BRIAN D DALTON	1717.32	D301586	JARED R DOYLE	1967.93
D301587	AMIR A EL-FARRA	8164.00	D301588	MICHAEL K ELHAMI	2378.60
D301589	BENJAMIN M ELIZONDO	2776.37	D301590	JOSHUA N ESCOBEDO	2080.15
D301591	STEPHEN C ESTLOW	507.84	D301592	GEORGE R FIGUEROA	3182.48
D301593	ROGER A FLANDERS	960.48	D301594	SEAN M GLEASON	2182.44
D301595	ALDO U GUERRECA	2479.34	D301596	TROY HALLER	3060.35
D301597	RAFAEL M LEE	207.27	D301598	ERICK LEYVA	3159.97
D301599	CHARLES H LOFFLER	3812.22	D301600	MARK A LORD	3004.58
D301601	TAYLOR A MACY	2070.01	D301602	MICHAEL L MARTIN	2717.18
D301603	MARIO MARTINEZ JR	3844.39	D301604	NATHAN D MORTON	3160.66
D301605	RUDOLPH J NEGRON	2342.52	D301606	JEFFREY C NGUYEN	2871.76
D301607	VINCENT T NGUYEN	2424.57	D301608	STEVEN TRUJILLO ORTIZ	2771.58
D301609	OMAR F PEREZ	2067.41	D301610	MICHAEL M PHILLIPS	3052.07
D301611	DOUGLAS A PLUARD	3218.10	D301612	COREY T POLOPEK	3347.93
D301613	SINDY RAMIREZ OROZCO	2094.94	D301614	JOHN E RANEY	2965.29
D301615	MICHAEL A REYNOLDS	3278.81	D301616	RYAN R RICHMOND	2178.26
D301617	CHRISTIN E ROGERS	2857.46	D301618	SEAN M SALAZAR	2755.79
D301619	LINO G SANTANA	1628.80	D301620	PHILIP E SCHMIDT	3809.26
D301621	CHARLES W STARNES	2635.08	D301622	ARTHUR F TINTLE JR	4262.34
D301623	VINCENTE J VAICARO	3916.85	D301624	JOHN J YERGLER	2549.17
D301625	KATHERINE M ANDERSON	3200.72	D301626	PAUL W ASHBY	2807.00
D301627	THOMAS A CAPPS	2091.18	D301628	PATRICK E GILDEA	3385.75
D301629	RON A REYES	2749.92	D301630	ROCKY F RUBALCABA	2191.97
D301631	ROYCE C WIMMER	2206.30	D301632	ADAM D ZMIJA	4572.27

**** PAGE TOTAL = 299378.74

D301633	JUAN L DELGADO JR	2833.85	D301634	CHRISTOPHER M EARLE	2428.81
D301635	OTTO J ESCALANTE	4377.16	D301636	GEORGE KAISER	2666.01
D301637	PETER M KUNKEL	2523.47	D301638	LUIS F RAMIREZ	2918.50
D301639	PETER HOANG VI	2198.84	D301640	JEFFREY A BROWN	3227.43
D301641	DONALD J HUTCHINS	3241.61	D301642	RYAN M LUX	2795.47
D301643	RAUL MURILLO JR	2727.84	D301644	JOSHUA T OLIVO	18497.35
D301645	ROBERT M STEPHENSON III	3039.96	D301646	COURTNEY P ALLISON	2149.91
D301647	LISA A BELTHIUS	920.06	D301648	CHARLES K BODDY	3799.87
D301649	RANDY G CHUNG	132.93	D301650	THOMAS R DARE	7454.01
D301651	CRAIG A HERRICK	802.14	D301652	PATRICK R JULIENNE	1347.88
D301653	VERONICA NELSON	887.31	D301654	JOHN O OJSEKHOB	171.17
D301655	JOSEPH D VARGAS	198.60	D301656	HECTOR FERREIRA JR	401.05
D301657	BRYAN GONZALEZ	334.09	D301658	HAN NA PARK	94.24
D301659	FELICIA H PEREZ	429.07	D301660	SAIRA VILLASENOR	358.03
D301661	KEIRA LONG	1481.35	D301662	KAREN D BRAME	1016.96
D301663	KENNETH L CHISM	1483.72	D301664	CHARLES M CLINE JR	835.11
D301665	JAMES E COLEGROVE	3369.69	D301666	PAUL E DANIELSON	680.99
D301667	ROBERT M DONAHUE JR	600.92	D301668	RUSSELL B DRISCOLL	465.75
D301669	LARRY J EBELT	2052.97	D301670	MICHAEL FEHER	183.59
D301671	JAMES D FISCHER	1059.90	D301672	VICTORIA M FOSTER	1479.88
D301673	NICKOLAS K JENSEN	1957.14	D301674	CRAIG A MC IVER	2974.87
D301675	KENNETH E MERRILL	326.71	D301676	PATRICK WILLIAM MURPHY	1782.22
D301677	JOHN J STEPANOVICH	637.13	D301678	PATRICK M THRASHER	1114.49
D301679	MICHAEL J VISCOMI	3856.96	D301680	SCOTT D WATSON	882.24
D301681	ROBERT L BOGUE JR	3756.96	D301682	FLOR DE LIS ELIZONDO	984.05
D301683	GARY E ELKINS	1990.08	D301684	JOHN A FLAWS	2060.76
D301685	JASON S FULTON	2175.57	D301686	JAMES C HOLDER	2965.06
D301687	ROBERT J KIVLER	1807.15	D301688	VICTORIA L LAWTON	1996.11
D301689	RAQUEL D MATA	774.97	D301690	REBECCA S MEEKS	2013.13
D301691	MICHELLE L OLMSTEAD	952.96	D301692	BENJAMIN L STAUFFER	4042.35
D301693	DAVID C YOUNG	3804.59	D301694	MARIA A ALCARAZ	1740.92
D301695	CARISSA L BRUNICK	1105.94	D301696	TAMMY L CHAURAN-HAIGROV	1478.19
D301697	VERONICA FRUTOS	1074.37	D301698	DAVID L GEORGE	1900.56
D301699	JOAN L HIGHTOWER	1715.93	D301700	PINKY C HINGCO	1655.75
D301701	SUSAN C HUANG	1726.75	D301702	RORY K JANOGA	860.02
D301703	ANGELA LEDESMA	1898.66	D301704	MARIA C MCFARLANE	1821.11
D301705	BRITTNEE D MCGOWEN	1470.89	D301706	TRINA T NGUYEN	1498.21
D301707	DEBRA J NICHOLS	1814.19	D301708	DIANA L O'BRIEN	967.93
D301709	ASHLEY C ROJAS	1549.34	D301710	JENNIFER V ROMBOUGH	1757.34
D301711	ASHLEY T SEROTA	1699.21	D301712	KRISTIN M WEISS	1737.46
D301713	SHANNON M YELENSKY	1967.84	D301714	JENNIFER A DIX	2249.83
D301715	DEBBY L FELSE	2400.10	D301716	KATHERINE M FRANCISCO	1841.39
D301717	AMANDA B GARNER	1801.24	D301718	ARCHIE GUZMAN	1904.00
D301719	ROBERT D LUX	2013.58	D301720	MELISSA MENDOZA-CAMPOS	1929.19
D301721	MICHAEL A MOSER	1545.57	D301722	BRANDY J PARK	2245.46
D301723	CRISTINA V PAYAN	1443.71	D301724	JENNIFER M RODRIGUEZ	1878.65
D301725	TANYA L SAMOFF	2238.66	D301726	SUSAN A I SEYMOUR	2150.30
D301727	NICOLE D SHORROW	982.96	D301728	DANNY J SOSEBEE	2050.93


**** PAGE TOTAL = 190639.17

D301729	MARSHA D SPELLMAN	2358.22	D301730	SPENCER T TRAN	1795.37
D301731	SANTA WARDLE	1501.40	D301732	CHERYL L WHITNEY	2418.00
D301733	WILLIAM ALLISON	2844.34	D301734	DANIEL A CAMARA	2203.21
D301735	JOHN CASACCIA II	3455.35	D301736	HAN J CHO	3125.35
D301737	SCOTT A COLEMAN	2626.43	D301738	RICHARD E DESBIENS	1956.90
D301739	MICHAEL D FARLEY	2211.35	D301740	JAMES D FRANKS	1906.33
D301741	PETE GARCIA	1836.67	D301742	STEVEN H HEINE	908.34
D301743	JOSE D HERRERA	3524.32	D301744	THI A HUYNH	2468.35
D301745	JOSEPH L KOLANO	2623.65	D301746	LEA K KOVACS	3623.53
D301747	NICHOLAS A LAZENBY	3214.63	D301748	DAVID LOPEZ	2677.42
D301749	STEVEN W LUKAS	1433.29	D301750	LUIS A PAYAN	1911.86
D301751	TERRA M RAMIREZ	2162.41	D301752	ORLONZO REYES	3285.00
D301753	PAUL M TESSIER	2256.11	D301754	EDGAR VALENCIA	2500.40
D301755	TUONG-VAN NGUYEN VU	1964.15	D301756	DENNIS WARDLE	2495.31
D301757	ERIC A QUINTERO	3420.38	D301758	RONALD A DOSCHER	2283.80
D301759	NICOLE L CHUNG	2030.32	D301760	MARY C CERDA	1822.90
D301761	LIANE Y KWAN	1783.11	D301762	SUSAN A HOLSTEIN	2176.72
D301763	SHERRILL A MEAD	2558.49	D301764	JANY H LEE	3114.12
D301765	CAITLYN M STEPHENSON	2071.70	D301766	KHRYNSTON SAMRETH	1826.59
D301767	FRANA K CASSIDY	1515.01	D301768	LAURA J STOVER	4069.68
D301769	HIEN Q PHAM	1544.29	D301770	ANNA L GOLD	1473.65
D301771	MATTHEW T SWANSON	1613.48	D301772	KATRENA J SCHULZE	398.90
D301773	CANDY G WILDER	1179.18	D301774	ANTHONY VALENZUELA	1280.08
D301775	TERENCE S CHANG	1805.33	D301776	STEVEN F ANDREWS	1367.69
D301777	CHARLES D KALIL	1953.89	D301778	VERNA L ESPINOZA	1681.84
D301779	CAMERON M MANGELS	1575.62	D301780	GEOFFREY A KLOESS	2457.94
D301781	NOEL J PROFFITT	2010.14	D301782	RACHOT MORAGRAAN	2845.59
D301783	JOSEPH M SCHWARTZ	3119.17	D301784	ANAND V RAO	3440.46
D301785	TERREL KEITH WINSTON	2172.71	D301786	ROD T VICTORIA	1949.78
D301787	GG FIRE FIGHTERS 2005	3171.11	D301788	POLICE ASSN	13357.64
D301789	GREAT WEST LIFE OBRA#340	20599.89	D301790	SO CAL C.U.	93272.37
D301791	SOUTHLAND C.U.	3300.00	W2278	GREAT WEST LIFE 457 #340	125081.19
W2279	EMPLOYMENT DEVELOPMENT D	2585.80	W2280	INTERNAL REVENUE SERVICE	361028.94
W2281		100737.09			

**** PAGE TOTAL = 852964.28

TOTAL CHECK PAYMENTS	49	64,021.87
TOTAL DIRECT DEPOSITS	686	1,617,074.65
TOTAL WIRE PAYMENTS	4	589,433.02
GRAND TOTAL PAYMENTS	739	2,270,529.54

Checks #180360 thru #180408, and Direct Deposits #D301106 thru #D301791, and wire #W2278 thru #W2281 presented in the Payroll Register submitted to the Garden Grove City Council 08 NOV 2016, have been audited for accuracy and funds are available for payment thereof.


KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W1593	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	REV & VOID	-1,767.00 *
600493	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
602794	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
604334	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
605811	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
606883	EXCLUSIVE AUTO DETAIL	REV & VOID	-1,468.00 *
607401	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
608773	DELAWARE COUNTY HOUSING AUTH.	REV & VOID	-1,106.11 *
612030	ALPINE APTS	REV & VOID	-5,785.00 *
612103	DO, LAN HOANG	REV & VOID	-2,004.00 *
612146	GARZA, CAROL	REV & VOID	-781.00 *
612346	NGUYEN, HUNG X	REV & VOID	-1,671.00 *
612507	TANG, KIM VAN	REV & VOID	-1,685.00 *
612595	VO, TIN TRUNG	REV & VOID	-807.00 *
612784	STOVER, LAURA	MED TRUST REIMB	90.48 *
612785	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	536.42 *
612786	UNION BANK	TUITION/TRAINING	240.00
		BOOKS/SUBS/CASSETTES	234.00
		CAMERAS	236.49

PAGE TOTAL FOR "*" LINES = -21,977.76

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612787	UNION BANK	OTHER MAINT ITEMS	122.92
		OFFICE SUPPLIES/EXP	179.24
			1,012.65 *
		POSTAGE	6.45
		OTHER EDUCATION EXP	199.12
		BOOKS/SUBS/CASSETTES	119.35
		GEN PURPOSE TOOLS	364.70
		OTHER MINOR TOOLS/EQ	210.60
			900.22 *
612788	WARDLE, DENNIS*	TRAVEL ADVANCE-P.D.	480.00 *
612789	WONDRIES FLEET GROUP	MOTOR VEHICLE REPL	23,170.43 *
612790	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	59,872.80 *
612791	CNOA	TUITION/TRAINING	3,420.00 *
612792	MARIN CONSULTING ASSOCIATES	TUITION/TRAINING	300.00 *
612793	RUBALCABA, ROCKY	TRAVEL ADVANCE-P.D.	327.44 *
612794	HOME DEPOT INCENTIVES INC GIFT CARD DEPT.	AWARDS/TROPHIES	555.00 *
612795	HODSON, AARON	DEP CARE REIMB	138.46 *
612796	BROWN*, JEFFREY	TRAVEL ADVANCE-P.D.	510.48 *
612797	STATER BROTHERS MARKET	AWARDS/TROPHIES	56.50 *
612798	VOID WARRANT		
612799	OCSD FINANCIAL MNGNT DIV	SEWER FEES	12,707.20 *
612800	M. GANNON ECKHARDT	MED TRUST REIMB	149.50 *
612801	AMERICAN RIVER COLLEGE	TUITION/TRAINING	117.00 *
612802	PARKINK	OTHER PROF SERV	410.60 *
612803	KOSKY, BEN	DEP CARE REIMB	221.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612804	PASSIONATE PASTRY	FOOD	299.00 *
612805	RESTAURANT SUPPLY LLC	DONATE-BCYFC PARE	658.02 *
612806	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	2,864.98 *
612807	DIVISION OF THE STATE ARCHITECT	STATE ADA PASSTHRU	1,192.90 *
612808	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	3,582.12 *
612809	JESSE QUINALTY DBA RED HELMET TRAINING	TUITION/TRAINING	1,060.00 *
612810	TANAKA FARMS	OTHER REC/CULT SUPP	656.00 *
612811	KLOESS, GEOFFREY	DEP CARE REIMB	1,110.00 *
612812	TARGET CORPORATION MAIL STOP 2B-H	AWARDS/TROPHIES	1,890.00 *
612813	ALBERTSONS	OTHER FOOD ITEMS	197.82 *
612814	1939 WALLACE, LP	RENT SUBSIDY	1,093.00 *
612815	ASTRA BUILDERS	STREET CONSTR CONT	56,881.25 *
612816	BEST WESTERN GARDEN HOTEL	LODGING	2,929.92 *
612817	BODDY, CHARLES K.	TRAVEL ADVANCE-P.D.	208.00 *
612818	CASACCIA, JOHN	TRAVEL ADVANCE-P.D.	327.44 *
612819	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	1,141.41 *
612820	CHEW, CYNTHIA	DEP CARE REIMB	100.00 *
612821	ELGIN*, TODD D.	TRAVEL ADVANCE-P.D.	208.00 *
612822	VOID WARRANT		
612823	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,468.00 *
612824	FRANKS, JAMES D.	TRAVEL ADVANCE-P.D.	151.10 *
612825	GARDEN GROVE UNIFIED SCHOOL DIST	PROP/EV REFUND	25,000.00 *

PAGE TOTAL FOR "*" LINES = 103,018.96

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612826	GILDEA, PATRICK	TRAVEL ADVANCE-P.D.	327.44 *
612827	HATFIELD, BRIAN	TRAVEL ADVANCE-P.D.	216.00 *
612828	VOID WARRANT		
612829	HILL'S BROS LOCK & SAFE INC	OTHER BLD/EQ/ST SERV	0.00 *
612830	i.i. FUELS, INC	MV GAS/DIESEL FUEL	19,319.30 *
612831	LAWTON, CHRISTOPHER	TRAVEL ADVANCE	208.00 *
612832	LEE, GRACE	DEP CARE REIMB	192.30 *
612833	LEE*, JANY H.	MED TRUST REIMB	1,077.53 *
612834	VOID WARRANT		
612835	MOURE, SVETLANA	MED TRUST REIMB	461.71 *
612836	NIGHTENGALE, JEFFREY C	TRAVEL ADVANCE-P.D.	208.00 *
612837	RAO*, ANAND V.	MED TRUST REIMB	275.00 *
612838	SIEMENS INDUSTRY, INC.	MAINT-SERV CONTRACTS	14,302.10 *
612839	RUITENSCHILD, LES	DEP CARE REIMB	320.00 *
612840	SARVER, * ALAN D.	MED TRUST REIMB	317.65 *
612841	GUZMAN, ARCHIE	TRAVEL ADVANCE-P.D.	151.10 *
612842	THOMAS WHETRO & SHEGERIAN & ASSOCIATES INC	ACCURED LIAB CLAIMS	70,000.00 *
612843	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	19,388.12 *
612844	UNION BANK	FOOD	176.08 *
612845	UNION BANK	FOOD	207.57
		OFFICE SUPPLIES/EXP	32.50
			240.07 *
612846	UNION BANK	L/S/A TRANSPORTATION	187.20

PAGE TOTAL FOR "*" LINES = 127,360.40

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612847	DTSC ACCOUNTING UNIT EPA ID DEPT OF TOXIC SUBSTANCES CTRL	TELEPHONE EQUIP	22.89
612848	AT&T U-VERSE	OTHER PROF SUPPLIES	352.43
612849	BOGUE JR., ROBERT L	ELECTRICAL SUPPLIES	162.27
612850	BROADWATER, JEREMY	OFFICE SUPPLIES/EXP	135.92
612851	STATE OF CALIF-FRANCHISE TAX BOARD	SAFETY EQ/SUPPLIES	273.56
612852	CALIF STATE BOARD OF EQUALIZATION	OTHER MINOR TOOLS/EQ	128.52
612853	CANDELARIA*, DANIEL J	PINS/MEMENTOS	216.37
612854	COSTCO C/O CAPITAL ONE COMMERCIAL		1,479.16 *
		PERMITS/OTHER FEES	347.50 *
		TELEPHONE	14.17 *
		TRAVEL ADVANCE	208.00 *
		TUITION REIMB	424.82 *
		WAGE ATTACHMENT	150.00 *
		PERMITS/OTHER FEES	1,465.28 *
		MED TRUST REIMB	27.90 *
		TRUST FUND EXPEND	185.49
		BANK FEES-CRDT CD	-5.44
		FOOD	180.93
		FOOD SERV SUPPL	10.79
		BOTTLED WATER	21.37
		OTHER FOOD ITEMS	98.10
		OFFICE SUPPLIES/EXP	26.44
		GEN PURPOSE TOOLS	64.51
		FURN/MACH/EQUIP REPL	107.99
			690.18 *
612855	FELLNER, STEVE	MED TRUST REIMB	254.24 *
612856	FELLNER, STEVE	EMPL COMPUTER PURCH	1,405.92 *
612857	FRANCISCO, KATHERINE	MED TRUST REIMB	185.90 *
612858	G.T. CONSTRUCTION, INC.	MAINT OF REAL PROP	1,250.00 *

PAGE TOTAL FOR "*" LINES = 7,903.07

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612859	REPUBLIC SERVICES #676	REFUSE COLL SERV	129.30 *
612860	i.i. FUELS, INC	MV GAS/DIESEL FUEL	18,374.35 *
612861	VOID WARRANT		
612862	MAMCO, INC.	STREET CONSTR CONT	32,756.00 *
612863	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
612864	NEGRON, RUDOLPH J	TRAVEL ADVANCE-P.D.	272.00 *
612865	PETTY CASH-SPEC INVESTIGATIONS	OTHER	9,940.00 *
612866	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
612867	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	9,684.11 *
612868	SANTOS*, ALEXIS	MED TRUST REIMB	703.80 *
612869	SMART & FINAL	TRUST FUND EXPEND FOOD	17.95 183.16
		FOOD SERV SUPPL	160.98
		BOTTLED WATER	11.79
		OTHER FOOD ITEMS	38.35
			412.23 *
612870	STAUFFER, BENJAMIN L.	TRAVEL ADVANCE-P.D. SUBSISTENCE	-119.60 119.60
		OTHER CONF/MTG EXP	105.90
			105.90 *
612871	STOVER, LAURA	DEP CARE REIMB	2,113.00 *
612872	VOID WARRANT		
612873	CARL WARREN & CO	SELF-INS ADMN	9,000.00 *
612874	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
612875	WHITMAN*, TRAVIS J.	TRAVEL ADVANCE-P.D.	-119.60

PAGE TOTAL FOR "*" LINES = 84,429.92

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612876	RUBALCABA, ROCKY	L/S/A TRANSPORTATION	50.00
612877	CO. OF ORANGE	SUBSISTENCE	119.60
612878	GFOA		50.00 *
612879	INTERNAL REVENUE SERVICE	TRAVEL ADVANCE-P.D.	145.60 *
612880	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	WAGE ATTACHMENT	276.92 *
612881	MANUEL FLORES	DUES/MEMBERSHIPS	150.00
612882	LT PROPERTIES	REGISTRATION FEES	500.00
612883	TRUONG, ELAINE		650.00 *
612884	LERARIO, NICK	WAGE ATTACHMENT	37.50 *
612885	HUAPAYA, CRYSTAL	DISABILITY INSURANCE	893.94 *
612886	UNITED STATES TREASURY	FOOD	510.00 *
612887	SIMPLE SOLUTIONS	LAND/BLDG/ROOM RENT	15,406.50 *
612888	VICTORIA, KATHLEEN	DEP CARE REIMB	640.00 *
612889	SHANNON WAINWRIGHT	TUITION/TRAINING	105.00 *
612890	NATIONAL CREDIT REPORTING	SECURITY DEPOSITS	400.00 *
612891	ALPINE APTS	WAGE ATTACHMENT	130.00 *
612892	GARZA, CAROL	TRUST FUND EXPEND	400.00 *
612893	NGUYEN, HUNG X	EMPL COMPUTER PURCH	2,486.92 *
		WAGE ATTACHMENT	831.00 *
		OTHER PROF SERV	15.90 *
		RENT SUBSIDY	5,785.00 *
		RENT SUBSIDY	781.00 *
		RENT SUBSIDY	1,671.00 *

PAGE TOTAL FOR "*" LINES = 31,216.28

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612894-612896	VOID WARRANTS		
612897	HOME DEPOT CREDIT SERVICES	REPAIRS-FURN/MACH/EQ	52.77
		SEEDS/PLANTS	32.25
		LABORATORY CHEMICALS	500.23
		MOTOR VEH PARTS	46.55
		PAINT/DYE/LUBRICANTS	932.74
		ELECTRICAL SUPPLIES	434.33
		HSHLD EQUIP/SUPPLIES	217.18
		PIPES/APURTENANCES	234.10
		MAINT SUPP-TRAFF SIG	379.71
		OTHER MAINT ITEMS	439.28
		NETWORKING SUPPLIES	63.84
		OFFICE SUPPLIES/EXP	7.34
		GEN PURPOSE TOOLS	364.90
		OTHER MINOR TOOLS/EQ	1,565.03
		LUMBER	213.54
		WIRE/METALS	23.07
		HARDWARE	543.55
		AGGREGATES/MASONRY	179.21
		OTHER CONST SUPPLIES	763.72
			6,993.34 *
612898	AT&T	TELEPHONE	255.51 *
612899	SPOK, INC.	TELEPHONES/BEEPERS	191.81 *
612900	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	1,141.79 *
612901	CITY OF GARDEN GROVE	WATER	190.00 *
612902-612904	VOID WARRANTS		
612905	SO CALIF EDISON CO	ELECTRICITY	162,348.70 *
612906	SO CALIF GAS CO	NATURAL GAS	5,252.31 *
612907	SPRINT	TELEPHONE	69.60 *
612908	TIME WARNER CABLE	CABLE	347.97 *
612909	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	16,797.45 *

PAGE TOTAL FOR "*" LINES = 193,588.48

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612910	A PLUS PROMOTIONS	OTHER PROF SERV	750.00 *
612911	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,301.25 *
612912	APP-ORDER, LLC	OTHER PROF SERV	340.00 *
612913	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	879.13 *
612914	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	128.70 *
612915	MAYFLOWER DISTRIBUTING CO	TRUST FUND EXPEND OTHER REC/CULT SUPP	133.96 71.03 204.99 *
612916	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	16,341.93 *
612917	ALLSTAR FIRE EQUIPMENT INC.	WHSE INVENTORY SAFETY EQUIP AIRPAKS	2,130.40 1,644.97 154.73 3,930.10 *
612918	AMERICAN LEAK DETECTION	MAINT OF REAL PROP	550.00 *
612919	CITY OF ANAHEIM DIVISION OF COLLECTION	FAIR SHARE COST	205,298.25 *
612920	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	750.00 *
612921	ANIMAL CARE EQUIPMENT & SVCS	OTHER PROF SUPPLIES	1,401.77 *
612922	DE PAR, INC. DBA ENTHALPY ANALYTICAL, INC.	OTHER PROF SERV	2,951.50 *
612923	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	2,017.64 *
612924	BITHELL, INC.	MAINT OF REAL PROP MAINT-SERV CONTRACTS	750.00 3,000.00 3,750.00 *
612925	BLACK & VEATCH CORP.	OTHER PROF SERV	4,000.00 *
612926	BOLSA NURSERY	TREES	345.60 *
612927	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,232.92 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612928	CDW-GOVERNMENT INC	NETWORKING SUPPLIES DATA PROCESSING SUPP	845.00 255.04 1,100.04 *
612929	CARD INTEGRATORS CORPORATION	REPRO SUPPLIES	113.60 *
612930	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	3,648.75 *
612931	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP MOTOR VEH PARTS OTHER REC/CULT SUPP	19.10 35.49 52.40 106.99 *
612932	SUPPLYWORKS	WHSE INVENTORY	3,107.00 *
612933	CLEANSTREET	CONTRACTUAL SERV STREET SWEEPING SERV MEDICAL SERVICES OTHER PROF SERV	11,883.00 1,076.50 1,914.00 51,656.51 66,530.01 *
612934	COMLINK LASERCARE	REPRO SUPPLIES	955.61 *
612935	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS GEN PURPOSE TOOLS	5,802.00 280.00 6,082.00 *
612936	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	3,206.08 *
612937	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	1,895.00 *
612938	L.N.CURTIS & SONS	SAFETY EQ/SUPPLIES	388.80 *
612939	DANIELS TIRE SERVICE	TIRES/TUBES	667.72 *
612940	DENNIS GRUBB & ASSOCIATES, LLC	OTHER PROF SERV	300.00 *
612941	DIAMOND ENVIRONMENTAL SERVICES	NON-SPEC CONTR SERV	406.98 *
612942	DOCUMEDIA GROUP	PAPER/ENVELOPES	1,998.01 *
612943	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	12,293.10 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612944	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	6,274.47 *
612945	EWING IRRIGATION PRODUCTS, INC.	ELECTRICAL SUPPLIES PIPES/APPURTENANCES OTHER MAINT ITEMS	341.18 433.34 47.07 821.59 *
612946	JOHN B EWLES INC	TRASH/CLEANING SERV	1,440.00 *
612947	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	726.00 *
612948	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	77.56 *
612949	FEDERAL EXPRESS CORP	DELIVERY SERVICES	109.36 *
612950	FORD OF ORANGE	MOTOR VEH PARTS	360.45 *
612951	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	133.63 *
612952	CITY OF GARDEN GROVE	AMT DUE GG DISPSL	39.90 *
612953	REPUBLIC SERVICES #676	TRASH/CLEANING SERV	2,913.70 *
612954	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	543.29 *
612955	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC.	OTHER PROF SERV	50,000.00 *
612956	GOLDEN BELL PRODUCTS, INC.	WHSE INVENTORY	3,369.60 *
612957	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	864.00 *
612958	HACH COMPANY INC	LABORATORY CHEMICALS	103.01 *
612959	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	1,021.56 *
612960	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	16.14 *
612961	HILL'S BROS LOCK & SAFE INC	OTHER MAINT ITEMS	38.70 *
612962	APPLE ONE EMPLOYMENT SVS ACCOUNTS RECEIVABLE	TEMP AIDE SERVICES	7,717.20 *
612963	J & M SERVICE, INC.	GEN PURPOSE TOOLS	644.18 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612964	KELLY PAPER	WHSE INVENTORY PAPER/ENVELOPES	1,953.30 84.16 2,037.46 *
612965	KIDS IMAGINE	OTHER PROF SERV	275.00 *
612966	KLEINFELDER WEST, INC	ENGINEERING SERVICES	47,753.39 *
612967	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	1,172.72 *
612968	L-3 COMMUNICATIONS MOBILE-VISION, INC	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	279.55 768.97 1,048.52 *
612969	LANGUAGE LINE SERVICES	TELEPHONE	634.50 *
612970	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	2,513.67 *
612971	LEON'S TRANSMISSION SERVICES INC	REPAIRS-FURN/MACH/EQ	2,280.80 *
612972	LORRAINE MENDEZ & ASSOCIATES, LLC	OTHER PROF SERV	850.00 *
612973	MB PAINTING	MAINT-SERV CONTRACTS	4,000.00 *
612974	INNOVYZE INC	SOFTWARE	6,750.00 *
612975	MAGIC JUMP RENTALS OC LLC	OTHER PROF SERV	225.00 *
612976	MAULE, CHEYNE	L/S/A TRANSPORTATION	62.00 *
612977	MC MASTER-CARR SUPPLY CO	OTHER MINOR TOOLS/EQ HARDWARE	86.98 137.68 224.66 *
612978	MERCHANTS BLDG MAINT LLC	JANITORIAL SUPPLIES	159.03 *
612979	MYERS & SONS HI-WAY SAFETY	GEN PURPOSE TOOLS	110.72 *
612980	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	459.11 *
612981	NIAGARA PLUMBING	PIPES/APPURTENANCES	2,696.78 *
612982	NIKKI'S FLAG SHOP	SIGNS/FLAGS/BANNERS	179.70 *

PAGE TOTAL FOR "*" LINES = 73,433.06

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
612983	ARC	DUPLICATING	104.23 *
612984	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL OTHER MAINT ITEMS	2,690.26 651.00 3,341.26 *
612985	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	2,065.78 *
612986	OPPERMAN & SONS TRUCK	FREIGHT/CARTAGE MOTOR VEH PARTS	101.54 12,211.19 12,312.73 *
612987	ORANGE COUNTY APPLIANCE PARTS	ELECTRICAL SUPPLIES PIPES/APPURTENANCES AIR COND SUPPLIES	7.47 359.81 3.02 370.30 *
612988	ORANGE COUNTY FIRE PROTECTION	REPAIRS-FURN/MACH/EQ MAINT-SERV CONTRACTS	149.88 675.31 825.19 *
612989	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	9,305.06 *
612990	THE PM GROUP	PRINTING	9,926.29 *
612991	PACIFIC 4	WHSE INVENTORY	573.65 *
612992	DAY & NIGHT PLUMBING, INC	MAINT-SERV CONTRACTS	1,109.00 *
612993	PARKHOUSE TIRE INC	WHSE INVENTORY	2,022.85 *
612994	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	14,225.11 *
612995	PEST OPTIONS, INC.	NON-SPEC CONTR SERV	881.98 *
612996	PLUMBERS DEPOT INC.	GEN PURPOSE TOOLS	1,860.62 *
612997	POLYMENDERS	MAINT-SERV CONTRACTS	887.50 *
612998	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	135.00 *
612999	QUIEL BROTHERS ELECTRIC SIGN	PROJECT REAPPROP	39,025.53 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613000	QUEST DIAGNOSTICS INC	MEDICAL SERVICES	185.43 *
613001	QUINN POWER SYSTEMS ASSOCIATES	REPAIRS-FURN/MACH/EQ	764.10 *
613002	REFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	31,900.00 *
613003	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	124.96 *
613004	SABP INC SABP REPROGRAPHICS	DUPLICATING	77.93 *
613005	SAFETY 1st PEST CONTROL, INC	OTHER MAINT ITEMS	600.00 *
613006	SAUCEDO, DANA	L/S/A TRANSPORTATION	31.00 *
613007	SCHAEFER, NICK	L/S/A TRANSPORTATION	38.75 *
613008	SHOETERIA	SAFETY EQ/SUPPLIES	200.00 *
613009	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	157.50 *
613010	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	142.68 *
613011	SMITHSON ELECTRIC, INC	MAINT-SERV CONTRACTS	500.00 *
613012	SOAPTRONIC LLC	WHSE INVENTORY	329.31 *
613013	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	354.86 *
613014	SOUTHERN CALIFORNIA GAS CO ML 711D	REPAIRS-FURN/MACH/EQ	1,824.88 *
613015	SPARKLETT'S	BOTTLED WATER	383.81 *
613016	SPECTRUM GAS PRODUCTS, INC.	OTHER RENTALS	152.00 *
613017	SUN BADGE COMPANY	UNIFORMS	537.36 *
613018	SUNBELT RENTALS	HEAVY EQUIP RENTAL	1,815.73 *
613019	THE MEDALCRAFT MINT, INC	PINS/MENTOS	1,554.00 *
613020	THOMSON REUTERS- WEST C/O WEST PAYMENT CENTER	DUES/MEMBERSHIPS	247.74 *
613021	TIRE CENTERS, LLC	TIRES/TUBES	3,583.96 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613022	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	180.00 *
613023	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	651.90 *
613024	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	536.42 *
613025	U.S. ARMOR CORP.	UNIFORMS	1,681.75 *
613026	UNIFIRST CORP	LAUNDRY SERVICES TREE TRIMMING SERV	1,682.00 89.48 1,771.48 *
613027	UNITED PARCEL SERVICE	UPS-PERSONAL DELIVERY SERVICES	14.63 50.00 64.63 *
613028	UNITED RENTALS NORTHWEST, INC	HEAVY EQUIP RENTAL	344.64 *
613029	U.S. TOY CO.	FACT:YTH ENRCH FACT:PROGRAM EXP	68.27 25.17 93.44 *
613030	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	14,434.12 *
613031	GRAINGER	WHSE INVENTORY MOTOR VEH PARTS ELECTRICAL SUPPLIES	492.12 786.39 102.39 1,380.90 *
613032	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	1,137.47 *
613033	WAXIE SANITARY SUPPLY	WHSE INVENTORY	2,505.19 *
613034	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	6,888.00 *
613035	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	605.80 *
613036	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	663.36 *
613037	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	1,610.50 *
613038	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	977.52 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613039	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	1,800.00 *
613040	ZEP SALES & SERVICE	WHSE INVENTORY	615.59 *
613041	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	534.77 *
613042	ZUMAR INDUSTRIES	SIGNS/FLAGS/BANNERS	455.16 *
613043	DTNtech MARKETING	AWARDS/TROPHIES	75.60 *
613044	ANDERSON, KATHY	MV GAS/DIESEL FUEL	32.76 *
613045	COMPRESSED AIR SPECIALTIES INC	OTHER PROF SERV	539.16 *
613046	CUMMINS CAL PACIFIC INC	OTHER MAINT ITEMS	530.38 *
613047	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	241.95 *
613048	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	4,800.00 *
613049	MONTROSE ENVIRONMENT CORP DBA SSEC	MAINT-SERV CONTRACTS	2,510.00 *
613050	PROFESSIONAL COLLISION	REPAIRS-FURN/MACH/EQ	975.00 *
613051	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	1,092.26
		ELECTRICAL SUPPLIES	367.42
			1,459.68 *
613052	COMMERCIAL AQUATIC SERVICES	OTHER PROF SERV	875.00
		LABORATORY CHEMICALS	1,216.00
			2,091.00 *
613053	MCFADDEN DALE INDUSTRIAL HARDWARE	HARDWARE	60.58 *
613054	DIEMERT, RON	SAFETY EQ/SUPPLIES	53.99 *
613055	ORANGE COUNTY FARM SUPPLY CO.	OTHER AGR SUPPLIES	75.32 *
613056	ULINE INC.	OTHER PROF SUPPLIES	1,171.71
		SAFETY EQ/SUPPLIES	310.95
			1,482.66 *
613057	MARIE CALLENDER'S	FOOD	770.24 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613058	PERSONNEL TESTING COUNCIL-SC	DUES/MEMBERSHIPS TUITION/TRAINING	40.00 377.00 417.00 *
613059	CITY OF BREA ADMINISTRATIVE SERVICES	MAINT-SERV CONTRACTS BOOKS/SUBS/CASSETTES	10,320.00 49,589.00 59,909.00 *
613060	ADVANCED CAR CARE INC	WHSE INVENTORY	1,732.75 *
613061	O'REILLY AUTO PARTS	MOTOR VEH PARTS	2,078.48 *
613062	MAJOR LEAGUE SOFTBALL, INC.	OTHER PROF SERV	175.00 *
613063	ALAMO, ROSAMARIA	OTHER PROF SERV	2,212.50 *
613064	VORTEX INDUSTRIES INC	MAINT-SERV CONTRACTS	652.06 *
613065	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	34.02 *
613066	VERITIV OPERATING COMPANY	WHSE INVENTORY	3,009.62 *
613067	LEXISNEXIS RISK SOLUTIONS	BOOKS/SUBS/CASSETTES	147.25 *
613068	CAMFIL, USA INC.	WHSE INVENTORY OTHER MAINT ITEMS	-46.28 769.35 723.07 *
613069	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	728.20 *
613070	MISSION AMBULANCE	TUITION/TRAINING	225.00 *
613071	ECOLOGICAL FERTIGATION, INC.	MAINT OF REAL PROP	1,155.00 *
613072	B.L. WALLACE DISTRIBUTOR, INC.	MAINT SUPP-TRAFF SIG	455.76 *
613073	KAYE'S KITCHEN	FOOD	110.00 *
613074	PACIFIC COAST BOLT CORP	WHSE INVENTORY	388.80 *
613075	A-THRONE CO., INC.	OTHER RENTALS	31.75 *
613076	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	169.60

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613077	DUNHAM, JEANNE K. DBA JEANNE K. JONES-DUNHAM	NSP HOME IMP GRANT	66.37
613078	CRITTER BUSTERS, INC.	FACT: CMT SUPVSR	235.97 *
613079	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	OTHER MAINT ITEMS	1,380.00 *
613080	AARDVARK	TRUST FUND EXP	950.00 *
613081	BATTERY SYSTEMS	OTHER FOOD ITEMS	500.00
613082	TRISKELION EVENT SERVICES, INC.		126.00
613083	VN-US IMMIGRATION & SERVICES	OTHER MINOR TOOLS/EQ	626.00 *
613084	PETCO ANIMAL SUPPLIES, INC.	MOTOR VEH PARTS	769.24 *
613085	VERENGO SOLAR	OTHER PROF SERV	311.06 *
613086	DOUGLAS, MONSON HENRY	ADVERTISING	818.75 *
613087	GALLARDO, ALEXANDRA	TRUST EXP	533.15 *
613088	TECHNOLOGY UNLIMITED, INC.	ELECT PERMIT REFUND	70.57 *
613089	GENERAL DYNAMICS OTS - SIMUNITION OPERATIONS	ELECTRL P/C FEES REF	128.00
613090	GRIMCO, INC.		33.60
613091	NEWTON, MICHELLE	OTHER PROF SERV	161.60 *
613092	TRAFFIC AND PARKING CONTROL CO TAPCO	OTHER PROF SERV	418.25 *
613093	SOCAL SALES & MARKETING	TUITION/TRAINING	125.00 *
613094	DEPARTMENT OF JUSTICE	SIGNS/FLAGS/BANNERS	324.00 *
		OTHER PROF SERV	595.00 *
		TUITION/TRAINING	388.69 *
		WHSE INVENTORY	100.00 *
		LIFESCAN FEE-DOJ	162.00 *
			481.46 *
			113.00 *

PAGE TOTAL FOR "*" LINES = 8,563.74

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613095	MAG-TROL INC	ELECTRICAL SUPPLIES	46.44 *
613096	REYNOSO, JANE	CITATION DIST	51.00 *
613097	NEFF CONSTRUCTION	SERV INSTALL FEE REF	1,475.43 *
613098	BENROUHA, HAMED	DEPOSIT REFUNDS	500.00 *
613099	MARTINEZ, ROBERT	DEPOSIT REFUNDS	450.00 *
613100	BACTES	DUPLICATING	16.63 *
613101	SIGNARAMA	OTHER PROF SERV	789.64 *
613102	IRVINE CHAMBER OF COMMERCE	REGISTRATION FEES	1,500.00 *
613103	MAYNE BROTHERS CONSTRUCTION INC	STATE ADA PASSTHRU	0.30
		BUS OPER TAX REFUND	42.50
		BOT FEE REFUND	25.00
		CITY ADA ASMT 70%	0.70
			68.50 *
613104	NEGRETE, ANTONIO	STATE ADA PASSTHRU	0.30
		BUS OPER TAX REFUND	28.90
		BOT REFUND	2.89
		BOT FEE REFUND	10.00
		CITY ADA ASMT 70%	0.70
			42.79 *
613105	GREEN, AGNES L	DEPOSIT REFUNDS	199.00 *
613106	DAVIES, MARY	MISC REFUND	43.18 *
613107	CABELLO, PATRICIA	CITATION DIST	51.00 *
613108	J & M TRUCK BODIES	OTHER MINOR TOOLS/EQ	253.85 *
613109	HYONGSUK, WON	CITATION DIST	51.00 *
613110	ARROW INTERNATIONAL, INC.	MEDICAL SUPPLIES	2,600.10 *
613111	MIKE DIAMOND PLUMBING, INC.	FEE REFUND	12.00
		PLAN CK FEE REFUND	24.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613112	ARTI NEHRU	OTHER PROF SERV	36.00 *
613113	SUPPLY SOLUTIONS	WHSE INVENTORY	100.00 *
613114	TOPAZ ALARM CORP	OTHER PROF SERV	2,372.80 *
613115	FLEET SERVICES, INC.	MOTOR VEH PARTS	185.00 *
613116	YO-FIRE SUPPLIES	WHSE INVENTORY	892.04 *
		OTHER MAINT ITEMS	11,913.60
			1,278.09
			13,191.69 *
613117	SIMPLE SOLUTIONS	OTHER PROF SERV	400.00 *
613118	THE GEO GROUP, INC.	JAILER SERVICES	44,172.17 *
613119	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
613120	LINE GEAR FIRE & RESCUE EQUIPMENT	WILDLAND/SAFETY	194.02 *
613121	O.C. FOUNTAIN CARE	OTHER PROF SERV	100.00 *
613122	EVIDENT CRIME SCENE PRODUCTS	MEDICAL SUPPLIES	712.62 *
613123	INTER-CITY ENERGY SYSTEMS, INC	FEE REFUND	12.00
		ELECTRL P/C FEES REF	24.00
			36.00 *
613124	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	2,493.31 *
613125	N.E.A.D., INC. DBA NEAD/MYCIVIC	OTHER PROF SERV	900.00 *
613126	RON RIVERA	OTHER PROF SERV	300.00 *
613127	SOUTHERN COMPUTER WAREHOUSE, INC	NETWORKING SUPPLIES	922.06 *
613128	GUITAR CENTER STORES, INC.	OTHER MINOR TOOLS/EQ	34.55 *
613129	INFOSEND, INC.	DELIVERY SERVICES	171.36
		OTHER PROF SERV	150.00
		PAPER/ENVELOPES	677.32

PAGE TOTAL FOR "*" LINES = 67,142.26

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613130	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	998.68 *
613131	DATABLAZE LIGHTING UP WIRELESS DATA	OTHER PROF SERV	483.35 *
613132	JOHN PHILIP CHAVEZ JR	OTHER PROF SERV	79.90 *
613133	STEVEN G ANTISDEL	OTHER PROF SERV	150.00 *
613134	SETON IDENTIFICATION PRODUCTS	SAFETY EQ/SUPPLIES	150.00 *
613135	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	OTHER PROF SERV	271.95 *
		IMPORT WTR-MWDOC	666.00
			38,408.37
			39,074.37 *
613136	CA SHOPPING CART RETRIEVAL CORP	OTHER PROF SERV	2,083.00 *
613137	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	163.73 *
613138	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	MAINT-SERV CONTRACTS	20,785.78
		NETWORKING SERVICES	2,230.00
		OTHER PROF SERV	4,782.58
		FORENSIC SERV	38,874.67
			66,673.03 *
613139	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	59,510.60 *
613140	BILL'S SOUND & SECURITY	OTHER PROF SERV	300.00 *
613141	VALENCIA, ARMANDO	TRUST FUND EXPEND	200.00 *
613142	SANTIN, HECTOR	OTHER PROF SERV	70.00 *
613143	MIDWAY CITY FEED CO.	OTHER REC/CULT SUPP	412.44 *
613144	SGX MEDIA	PAPER/ENVELOPES	756.00 *
613145	TRUGREEN LIMITED PARTNERSHIP	MAINT OF REAL PROP	4,020.00
		NON-SPEC CONTR SERV	3,090.00
			7,110.00 *
613146	IRVINE PIPE & SUPPLY INC	PIPES/APPURTENANCES	1,916.23 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613147	BURGARD, VIVIAN	WATER CLOSING BILL REFUND	41.71 *
613148	BARTOLO, MICHELLE	WATER CLOSING BILL REFUND	9.56 *
613149	MOUREY, GHASHAN	WATER CLOSING BILL REFUND	68.20 *
613150	GREENWALD, ALICIA	WATER CLOSING BILL REFUND	52.34 *
613151	KOWALSKI, MIKE AND CINDY	WATER CLOSING BILL REFUND	99.81 *
613152	BELL, DELBERT H	WATER CLOSING BILL REFUND	69.74 *
613153	PHAM, HUAN V	WATER CLOSING BILL REFUND	24.65 *
613154	NGUYEN, TUYET	WATER CLOSING BILL REFUND	91.35 *
613155	HUYNH, LISA	WATER CLOSING BILL REFUND	26.41 *
613156	LE, ANDY	WATER CLOSING BILL REFUND	1.82 *
613157	ALDEN, ERIC	WATER CLOSING BILL REFUND	5.28 *
613158	HUGHES INVESTMENTS	WATER CLOSING BILL REFUND	74.81 *
613159	TRUONG, PHUC	WATER CLOSING BILL REFUND	37.69 *
613160	PASSANISI, SARAH	WATER CLOSING BILL REFUND	2,102.07 *
613161	NGUYEN, THANH THI KIM & NGUYEN, QUOC THANG HOANG	WATER CLOSING BILL REFUND	2.58 *
613162	NICHOLS, RONALD	WATER CLOSING BILL REFUND	95.58 *
613163	PHAM, HOANG	WATER CLOSING BILL REFUND	53.85 *
613164	LORBEER ENTERPRISES	WATER CLOSING BILL REFUND	34.19 *
613165	BRAVEK, LESTER	WATER CLOSING BILL REFUND	6.95 *
613166	LE PHAM, JUDY % CALIF FIRST RLTY	WATER CLOSING BILL REFUND	73.25 *
613167	TRAN, HIEN	WATER CLOSING BILL REFUND	22.05 *
613168	TREZINO, LARRY	WATER CLOSING BILL REFUND	17.59 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
613169	NGUYEN, NGOC	WATER CLOSING BILL REFUND	5.85 *
613170	CHEN, KAY	WATER CLOSING BILL REFUND	41.04 *
613171	SENG, CHAN	WATER CLOSING BILL REFUND	47.90 *
613172	PHAM, TRUC	WATER CLOSING BILL REFUND	13.12 *
613173	DANG, DOANTRANG	WATER CLOSING BILL REFUND	1.66 *
613174	WKS PROPERTIES, LLC.	WATER CLOSING BILL REFUND	27.32 *
613175	VIA, CLAIRE	WATER CLOSING BILL REFUND	43.06 *
613176	NEUBECK, KARA	WATER CLOSING BILL REFUND	43.16 *
613177	A CREATIVE PROPERTY MANAGEMENT	WATER CLOSING BILL REFUND	50.57 *
613178	DO, LAN HOANG	RENT SUBSIDY	2,004.00 *
W1680	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	665,597.49 *
W1681	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	947,137.73 *
W1683	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	1,080,056.39 *
W1684	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	989,669.53 *
W1685	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	24,045.00 *
W1686	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCURED LIAB CLAIMS LEGAL FEES	37,457.39 60.30
W1687	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37,517.69 *
W1688	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	505.50 *
W1689	AGENCY WIRE	WAGE ATTACHMENT	4,829.58 *

PAGE TOTAL FOR "*" LINES = 3,751,636.59


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 10/25/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W1690	KS STATE BANK	INTEREST COSTS	415.74
		LONG TERM DEBT	7,461.34
			7,877.08 *

PAGE TOTAL FOR "*" LINES = 7,877.08

FINAL TOTAL 5,429,576.79 *

DEMANDS #612784 - 613178 AND WIRES W1593 - W1690 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL OCTOBER 25, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an Agreement with Merchants Building Maintenance, RFP No. S-1193, for Janitorial Services at City parks. (Cost: \$214,227 for one year.) (<i>Action Item</i>)		
		Date:	10/25/2016

OBJECTIVE

To receive City Council approval to enter into an agreement with Merchants Building Maintenance to provide janitorial services at City parks for a one-year period with an option to extend the contract for four additional years.

BACKGROUND

The City has 19 park locations requiring janitorial services in order to maintain adequate levels of cleanliness to ensure the health and safety of park visitors. These services include a 7-day a week operation that covers restroom sanitation, litter abatement, trash disposal and on-call emergency service response (e.g., plumbing fixture stoppage). The high usage at park sites by the community requires a high level of care, especially in summer months with numerous activities, holidays and events. The method of contracting this work has proven effective and enabled in-house staff to focus on core services, which include support for city-wide special events and maintenance for the following areas: turf, plants, recreational pools, irrigation system repairs/upgrades, street medians, weed abatement, playground surfacing/equipment, picnic shelters and graffiti abatement.

DISCUSSION

The existing janitorial service contract with ABM Services expired on March 31, 2016. RFP No. S-1193 was advertised on May 18, 2016. The proposal document was posted on the City's website on May 18, 2016, via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held on June 2, 2016, with (5) companies in attendance. Four (4) proposals were received and opened on June 20,

2016. The Source Selection Committee (SSC) review scores were completed on July 28, 2016. The analysis below indicates the SSC scores:

Company Name	Final SSC Scores
Merchants Building Maintenance	2,187
United Maintenance Systems	1,605
Spectrum Facility Maintenance	1,305
Myers Services	1,173

FINANCIAL IMPACT

The cost for the janitorial services contract with Merchants Building Maintenance for a one-year period is not to exceed \$214,227. The existing budget allocation in the General Fund and Park Maintenance Assessment District Fund is sufficient to cover this contract amount. The contract cost for years two and three exceeds the current budget allocation and will be considered as part of the budget development process. The option to extend the contract will be subject to available funding and approved budget allocation.

RECOMMENDATION

It is recommended that the City Council:

- Award a one year contract for janitorial services at City parks to Merchants Building Maintenance in the firm, fixed price amount of \$214,227 for the first year, with an option to renew the contract for four (4) additional years for a total of five (5) years subject to approved budget allocation; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Phil Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	10/21/2016	Backup Material	Merchants.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchant's Buidling Maintenance LLC**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from September 27, 2016 through June 30, 2017, with an option to extend said agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Fourteen Thousand Two Hundred Twenty Seven Dollars (\$214,227.00) for the initial term, payable in arrears and in accordance with PROPOSAL PRICING form, Attachment B and changes to the Year One as detailed in Attachment D. All work shall be in accordance with RFP No. S-1193.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING sheet (Attachment B) and Optional Items (ATTACHEMENT C).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- | | | |
|----|---|---|
| a. | (Contractor)
Merchant's Building Maintenance, LLC
Attention: George Rodriguez
1639 E. Edinger Avenue, Bldg. B
Santa Ana, CA 92705 | |
| b. | (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840 | (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840 |

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) It understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing

contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Merchant's Building Maintenance, LLC

By: Krista M Haas

Name: KRISTA M. HAAS

Title: Chairman

Date: 09/09/2016

Tax ID No. 95-4558242

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Omar Anderson
Garden Grove City Attorney

9-14-16

ATTACHMENT "A"

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove

RFP No. S-1193 Scope of Services

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove. Some of the parks have more than one restroom building. The City is looking to enter into a one year contract with four one year options for a total of 5 years. One year extensions will be at the sole option of the City.

1. All park restrooms will be cleaned daily, including holidays **prior to 9:00am**. Crews must start at 5:00 a.m. – 1:00 p.m.; six person team clean restroom first.
2. Daily scrub and clean the water closets, urinals, sinks, doors, partitions, mirrors, walls, floors, drinking fountains, and dispensers. The sinks at Garden Grove Park Picnic Pavilion shall be cleaned on a daily basis. Fixtures shall be free of stains and mineral deposits; graffiti; top and bottom of toilet seats, toilet bases and behind fixtures shall be clean; floors shall not have standing water and shall be dry-mopped or swept after washing to remove standing water.
3. The City shall supply water, disinfectant, and detergent used for cleaning. Walls and ceilings will be kept clean, free of cobwebs, dirt, graffiti, tape, and "spit-balls." Ace RX-44 with a 2 ounce per gallon rate will be used. Urinal screens will be provided by the City.
4. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at the Garden Grove Park storage facility. The City will supply all paper products and trash bags.
5. The Contractor shall provide all equipment and supplies (mops, hoses, and brushes, gloves, etc.) as required to maintain the restroom in a clean and orderly manner. Contractor to provide a ¾ ton utility truck with trailer to haul all trash and cleaning supplies to locations.
6. Plugged toilets and sinks shall be cleared by the Contractor, if diligent effort with a plunger, closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Building Maintenance Supervisor or designated representative. It shall be the responsibility of the City to correct the problem. Graffiti that cannot be removed shall be reported to the Facilities Division the next working day, if on a weekend. Otherwise, all graffiti is to be immediately reported if it cannot be safely removed.
7. Offensive odors shall be eliminated immediately upon detection, to include restrooms, trash cans, and any other area designated by Supervisor/Foreman.

8. The Contractor shall report any type of vandalism to the Parks Supervisor or designated representative.
9. All trash containers will also be emptied and inspected daily. Trash containers that are half full of debris or containing foul odors will be emptied at that time. Additional trash containers will be added during peak times or as needed. All barbecues shall be emptied of ashes daily (Garden Grove, West Grove, and Eastgate Parks). Surface trash on landscaped areas and hardscapes, along perimeter curb and gutters, in park planters, playgrounds, adjacent parking lots, landscaped medians, access walkthroughs, baseball fields and their dugouts will be removed daily. Trash includes but is not limited to the following: paper, glass bottles, cans, broken tree limbs and palm fronds, pine cones, cigarette butts, and small paper debris. Any broken glass in any play area will be raked, swept, and removed immediately. This also includes sand pits, curb areas, and adjacent parking lots.
10. Trash is to be picked up throughout all park locations. This includes hard-scape, planters, turf, parking lots connected with the site and playground and exercise areas.
11. Restroom Hours- Restrooms will be open and closed by the Contractor daily on the following schedule:

6:00 - 9:00 am open & 5:30 - 8:30 pm closed. All City Sport and Park Restrooms will be cleaned and open no later than 9:00am and closing will start at dusk, depending on the season and park location.
12. Any homeless encampments, stored personal belongings, or other identified items shall be noted and a description will be communicated to the Parks Division Supervisor/Foreman or any other division representative.

<p style="text-align: center;">The City of Garden Grove Holidays are as follows:</p>

January 1 (New Year's Day)
January 18 (Martin Luther King Day)
Third Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Second Monday in November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Friday after Thanksgiving
December 24 (Christmas Eve)
December 25 (Christmas Day)

NOTE: The City is also closed from Christmas Day until after the New Year's Day holiday. Days vary by the year and the Contractor will be notified annually of the days that the City is closed during this period.

License Requirements

The successful bidder shall obtain a City of Garden Grove Business License upon being awarded the contract. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

Emergency Numbers

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City of Garden Grove with a list of local emergency telephone numbers where he/she can be contacted after normal working hours, weekends and holidays. This cannot be an answering service. Emergency calls shall be considered part of the park restroom maintenance and shall not be considered extra work. ***Response time to any site shall not exceed 60 minutes.***

Contractor Requirements

The Contractor is required to have at least 5 years of experience performing work of a similar nature in order to submit a proposal. Contractor must also provide at least five (5) references of clients or government agency clients that you have provided the same type of services for within the last three years, including contract dates, agency name, address, contact person's name, contact person's phone number and email address. Please make sure that the information provided for your references is current and accurate. References will not be considered if required information is missing or inaccurate. Please Do Not use the City of Garden Grove as a reference.

Park Location Visits (prior to submitting a proposal)

Before submitting a proposal, it will be the responsibility of the contractor to visit each location, park restroom facility, play area or landscaped site, to determine the work to be done, as the mandatory site visit will not include all locations. A map has been included in Appendix A of this document which provides the addresses for all 19 locations included in this bid

**RFP NO. S-1193
ATTACHMENT "B"**

COST PROPOSAL (BEST AND FINAL OFFER)

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove.

All locations are to be bid separately and all locations must be included in your bid. Partial bids will not be accepted! The price shall include all provisions of the work as stated in the Scope of Services. Bid amounts must be entered for each year listed. Failure to provide a bid amount for any line item may deem your bid as non-responsive and may result in disqualification without recourse.

<u>Park Name</u>	<u>Location</u>	<u>Bid Amount</u>
1. Garden Grove Park /Atlantis Play Center	<i>9301 Westminster Avenue</i>	Year 1 <u>\$59,988.00</u>
Includes Gymnasium courtyard, perimeter of Speed Soccer Center, Nature Center, Dog Park, playgrounds, adjacent parking lots, curb & gutters, front field restrooms, surface trash. The dog park is to be picked up of trash and dog waste not picked up by the pet owner. Poops bags are to be replenished. At the gymnasium only, the shrub beds and the front entry courtyard need to be cleaned. Atlantis Play Center is to be cleaned daily. The restrooms need to be serviced and then locked before 9:30am. The sports center in the front of Garden Grove Park is to be trashed daily. The restrooms in front of the field are to be cleaned daily and then locked. Also includes 4 softball fields and multi-use football/soccer fields.		Year 2 <u>\$62,807.00</u>
		Year 3 <u>\$65,624.00</u>
2. Chapman Sports Complex	<i>7007 Chapman Avenue</i>	Year 1 <u>\$23,748.00</u>
Six restrooms in the restroom building and surface trash at the tennis, basketball, hockey, handball, soccer and ballfield areas. Adjacent parking lots, curb & gutters		Year 2 <u>\$24,851.00</u>
		Year 3 <u>\$25,950.00</u>
3. Eastgate Park	<i>12001 St. Mark Street</i>	Year 1 <u>\$23,124.00</u>
Restrooms, surface trash, playgrounds, curb & gutters and exercise equipment.		Year 2 <u>\$24,199.00</u>
		Year 3 <u>\$25,269.00</u>
4. Edgar School Park	<i>12781 Topaz Street</i>	Year 1 <u>\$17,796.00</u>
(No restroom) surface trash, playgrounds, curb & gutters		Year 2 <u>\$19,851.00</u>
		Year 3 <u>\$20,715.00</u>
5. Faylane Park	<i>11700 Seacrest Drive</i>	Year 1 <u>\$17,676.00</u>
Restrooms, surface trash, playgrounds, adjacent parking lot, curb & gutters		Year 2 <u>\$18,612.00</u>
		Year 3 <u>\$19,425.00</u>

ATTACHMENT "B": Page 2 of 3

6. Gutosky Park	<i>9201 Ferris Lane</i>	Year 1 <u>\$16,884.00</u>
Restrooms, surface trash, playgrounds, curb & gutters		Year 2 <u>\$17,653.00</u>
		Year 3 <u>\$18,423.00</u>
7. Hare School Park	<i>12012 Magnolia Street</i>	Year 1 <u>\$25,956.00</u>
Restrooms, surface trash, Chapman Library (9182 Chapman Ave.), adjacent parking lot, curb & gutters		Year 2 <u>\$27,157.00</u>
		Year 3 <u>\$28,359.00</u>
8. Jardin de los Ninos	<i>12631 Keel Street</i>	Year 1 <u>\$2,484.00</u>
(No restrooms) playgrounds with trash pickup on Saturday and Sunday only. There are no restroom facilities at this location.		Year 2 <u>\$2,567.00</u>
		Year 3 <u>\$2,645.00</u>
9. Magnolia Park	<i>11402 Magnolia Street</i>	Year 1 <u>\$20,436.00</u>
Outside restroom only, surface trash, playgrounds, adjacent parking lots, curb & gutters		Year 2 <u>\$21,372.00</u>
		Year 3 <u>\$22,311.00</u>
10. Pioneer Park	<i>12722 Chapman Avenue</i>	Year 1 <u>\$16,884.00</u>
S/W restroom, surface trash, playgrounds, hockey rink, adjacent parking lot, curb & gutters		Year 2 <u>\$17,653.00</u>
		Year 3 <u>\$18,423.00</u>
11. Shelley Kensington Park	<i>12602 Shelley Drive</i>	Year 1 <u>\$9,912.00</u>
(No restrooms) surface trash, playgrounds		Year 2 <u>\$10,346.00</u>
		Year 3 <u>\$10,778.00</u>
12. Tibbs Circle Play Area	<i>10671 Tibbs Circle</i>	Year 1 <u>\$6,984.00</u>
(No restrooms) surface trash, playgrounds		Year 2 <u>\$7,271.00</u>
		Year 3 <u>\$7,562.00</u>

ATTACHMENT "B": Page 3 of 3

13. Haster Basin Recreation Area	<i>12952 Lampson Avenue</i>	Year 1	<u>\$13,332.00</u>
Two restrooms and City owned property		Year 2	<u>\$13,934.00</u>
		Year 3	<u>\$14,535.00</u>
14. Village Green Park	<i>12732 Main Street</i>	Year 1	<u>\$10,812.00</u>
Includes the restroom connected to the Courtyard Center, Amphitheater (as requested), and surface trash at the Amphitheater, Gem Theater, and Village Green Park playground, Clock Tower, adjacent parking lot, curb & gutters		Year 2	<u>\$11,293.00</u>
		Year 3	<u>\$11,770.00</u>
15. West Grove Park	<i>5372 Cerulean Avenue</i>	Year 1	<u>\$19,476.00</u>
Single outside restroom, surface trash, playgrounds, adjacent Parking lot, curb & gutters		Year 2	<u>\$20,362.00</u>
		Year 3	<u>\$21,255.00</u>
16. Tibor Rubin Library	<i>11962 Bailey Street</i>	Year 1	<u>\$6,444.00</u>
(No restrooms), surface trash, adjacent parking lot, curb & gutters		Year 2	<u>\$6,716.00</u>
		Year 3	<u>\$6,983.00</u>
17. Westhaven Park	<i>12252 West Street</i>	Year 1	<u>\$20,436.00</u>
Restrooms, surface trash, playgrounds, adjacent parking lot, curb & gutters		Year 2	<u>\$21,372.00</u>
		Year 3	<u>\$22,311.00</u>
18. Woodbury Park	<i>13800 Rosita Place</i>	Year 1	<u>\$16,884.00</u>
Restrooms, surface trash, playgrounds		Year 2	<u>\$17,653.00</u>
		Year 3	<u>\$18,423.00</u>
19. Civic Center Complex	<i>11391 Acacia Parkway</i>	Year 1	<u>\$18,192.00</u>
Main Library Pond, CMC, Credit Union, Police Annex, Police Department, Fire Department, City Hall, Civic Center Drive/Eternal Flame, 8 th Street/Acacia Parkway, and Stanford Avenue medians from 9 th Street to Euclid St., all parking lots, curb & gutters, surface trash (outside clean-up only)		Year 2	<u>\$19,024.00</u>
		Year 3	<u>\$19,851.00</u>

Only the above items listed in Attachment "B" COST PROPOSAL will be used for scoring purposes under this RFP process. At its sole discretion, the City may elect to include the optional items in Option C as part of the contract.

ATTACHMENT "C": Page 1 of 2

"OPTIONAL" COSTS PROPOSAL

1. Pressure washing services of park patio shelters-entire patio is to be power washed, including concrete tables and sink areas.

Eastgate Park	\$ <u>213.50</u>
Edgar Park	\$ <u>248.50</u>
Civic Center Pond sidewalks	\$ <u>248.50</u>
Garden Grove Park Picnic Pavilion	\$ <u>390.50</u>
Garden Grove Park Picnic Shelters (3) at middle field	\$ <u>426.50</u>
Gutosky Park	\$ <u>248.50</u>
Faylane Park (2)	\$ <u>213.50</u>
Magnolia Park	\$ <u>248.50</u>
West Grove Park	\$ <u>213.50</u>
Westhaven Park	\$ <u>248.50</u>

2. Blow off the tennis courts and spot clean spills on the surface

Chapman Sports Complex (6 courts)	\$ <u>155.00</u>
Magnolia Park (2 courts)	\$ <u>51.50</u>

3. Pressure wash handball courts

Chapman Sports Complex (6 courts)	\$ <u>345.00</u>
Magnolia Park (1 court)	\$ <u>128.50</u>

4. Rake sand pits and engineered wood fiber at playground areas

Atlantis Park	\$ <u>103.50</u>
Edgar Park	\$ <u>51.50</u>
Garden Grove Park Middle Field	\$ <u>51.50</u>
Haster Basin Recreation Area	\$ <u>51.50</u>
West Grove Park	\$ <u>51.50</u>
Westhaven Park	\$ <u>51.50</u>

ATTACHMENT "C": Page 2 of 2

5. Provide additional services as requested by the City on a time and material cost

Labor per hour \$ 18.50

Materials \$ 15% mark up

The above items listed in Attachment "C" Optional Costs will not be used to score the pricing section of the RFP process. However, at its sole discretion, the City may elect to include the above items in Option C as part of the contract based on budgeted funds. The City cannot guarantee any specific amount of work for these optional items since they will be requested on an as-needed basis.

ATTACHMENT "D"

The following changes shall apply to Year One of this Agreement.

Garden Grove Park/Atlantis	59,988	44,991	44,991	
Chapman Sports Complex	23,748	17,811	17,811	
Eastgate Park	23,124	17,343	17,343	
Edgar School Park	17,796	13,347		No restroom
Faylane Park	17,676	13,257	13,257	
Gutosky Park	16,884	12,663	12,663	
Hare School Park	25,956	19,467	19,467	
Jardin de los Ninos	2,484	1,863		No restroom
Magnolia Park	20,436	15,327	15,327	
Pioneer Park	16,884	12,663	12,663	
Shelly Kiensington Park	9,912	7,434		No restroom
Tibbs Circle Play Area	6,984	5,238		No restroom
Haster Basin Recreation Area	13,332	9,999	9,999	
Village Green Park	10,812	8,109	8,109	
West Grove Park	19,476	14,607	14,607	
Tibor Rubin Library	6,444	4,833		No restroom
Westhaven Park	20,436	15,327	15,327	
Woodbury Park	16,884	12,663	12,663	
Civic Center Complex	18,192	13,644		No restroom
New Merchant Contract				
Total	\$347,448	\$260,586	\$214,227	

NOTE: The six located highlighted in green will be eliminated from the initial term of the agreement (September 27, 2016 through June 30, 2017). Years 2 and 3 will be discussed at the time of the renewal based on current funds in the budget.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107	CONTACT NAME:	
		PHONE (A/C, No. Ext):	(626) 799-7000
		FAX (A/C, No.):	(626) 583-2117
		E-MAIL ADDRESS:	
www.boltonco.com	0008309	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Liberty Mutual Fire Insurance Company (A XV)	23035
		INSURER B: Safety National Casualty Corporation (A XI)	15105 <i>At XIV</i>
		INSURER C: Federal Insurance Company (A++XV)	20281
		INSURER D: Liberty Insurance Corporation (A XV)	42404
		INSURER E: Employers Insurance Company of Wausau (A XV)	21458
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 30223754 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		TB2Z91460659066	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2Z91460659026	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0			TH7Z91460659046	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4054972 Excess WC (CA) WCCZ99460659056 (AOS)	6/1/2016 1/1/2016	6/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Employee Theft / Forgery Rented Equipment			81585028 YM2Z91460659076	6/1/2016 6/1/2016	6/1/2017 6/1/2017	Limit \$1 MIL/Ded. \$25,000 Limit: \$40,000/item; Ded. \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.
Blanket GL Additional Insured per form LG 10 17 09 07 attached, only if required by written contract.
Job: Operations of the Named Insured. GL & Auto Additional Insureds apply per the CG20100413, CG20370413 & CA20480299 attached. GL Primary & Non-Contributory wording applies per LG10170907 attached. Cancellation provisions apply per attached forms. Crime Loss Payee applies per the attached endorsement. Excess WC Waiver of Subrogation applies per 0456000113XWC. Additional Insured(s): City of Garden Grove, its officers, .. Cont...

CERTIFICATE HOLDER

Operations of the Named Insured

City of Garden Grove
Attn: Sandra Segawa
11222 Acacia Parkway
Garden Grove, CA 92840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Feia

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ACORD 25 (2016/03)

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Page 107 of 389

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Bolton & Company		NAMED INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Garden Grove Attn: Sandra Segawa**ADDRESS:** 11222 Acacia Parkway Garden Grove, CA 92840

Additional Insured(s): ..Cont.. officials, employees, agents, & volunteers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION — CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

- I. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply:

1. to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium S n/a

Effective Date 6/1/2016

Expiration Date 6/1/2017

For attachment to Policy No. TB2Z91460659066

Audit Basis

Issued To Merchants Building Maintenance Company

Dexter R. Long

David M. Long

Countersigned by

Issued

Sales Office and No.

Charles E. Long

LG 10 17 09 07

Reviewed and approved as to insurance language
and/or requirements.

David M. Long
9-7-16
Risk Management

Page 2 of 2

Page 110 of 389

POLICY NUMBER: AS2Z91460659026

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

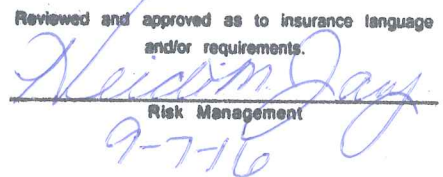
Endorsement Effective: 6/1/2016	Countersigned By 
Named Insured: Merchants Building Maintenance	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents, and volunteers
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Reviewed and approved as to insurance language
and/or requirements.

Risk Management
9-7-16

CA 20 48 02 99

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Page 1 of 1 O

Policy Number AS2Z91460659026

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with The Company	Per Schedule on File with The Company	30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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Page 1 of 1

Policy Number TB2Z91460659066

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY — UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with The Company	Per Schedule on File with The Company	30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in the states of TX, UT & WA

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ & NV, the premium charge is 4% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CO & NM, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCCZ99460659056 (AOS) Effective Date 1/1/2016 Premium \$

Issued to Merchants Building Maintenance Company

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time June 1, 2016

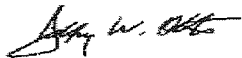
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.


All other terms, conditions, agreements and stipulations remain unchanged.

Attach to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No **SP4054972** issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated June 1, **2016**.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

Reviewed and approved as to insurance language
and/or requirements.

Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Garden Grove, its officers, officials, employees, agents and volunteers.	As Per Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance language
and/or requirements.

Nicholas J. Jay
Risk Management
9-7-16

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Garden Grove, its officers, officials, employees, agents and volunteers.	As Per Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language
and/or requirements.

William M. Jay
Risk Management
9-7-16

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio 3.0 Crime Coverage Part Federal

Effective date of
this endorsement/rider: June 1, 2016

Federal Insurance Company

Endorsement/Rider No.

To be attached to and
form a part of Policy No. 8158-5028

Issued to: Merchants Building Maintenance Company

LOSS PAYEE ENDORSEMENT

In consideration of the premium charged, it is agreed that any payment in satisfaction of loss covered pursuant to this Coverage Part involving **Money, Securities, or Property** in which City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway Garden Grove, CA 92840 has an interest, shall be paid at the written request of the **Parent Organization** by an instrument issued to City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway Garden Grove, CA 92840 as the sole loss payee subject to the following conditions and limitations:

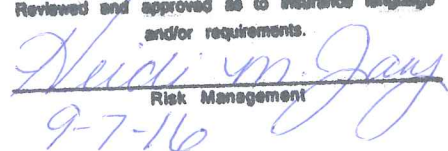
- (A) the coverage afforded pursuant to this Coverage Part is for the sole use and benefit of the **Parent Organization**; and
- (B) City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway
- (C) Garden Grove, CA 92840 shall not be considered an **Insured** under this Coverage Part nor shall it otherwise have any rights or benefits hereunder.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

Reviewed and approved as to insurance language
and/or requirements.

Risk Management
9-7-16

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Consideration of a Mitigated Negative Declaration and Mitigation Reporting Program and a Billboard Removal and Relocation Agreement. (<i>Action Item</i>)		
		Date:	10/25/2016

OBJECTIVE

To transmit a Planning Commission recommendation to City Council for adoption of a Mitigated Negative Declaration and Mitigation Reporting Program, and approval of a Billboard Relocation Agreement for the relocation of three (3) billboard structures to be converted into one (1) double-sided digital billboard along the Garden Grove (22) Freeway.

BACKGROUND

On September 15, 2016, the Planning Commission approved Site Plan No. SP-027-2016 and Variance No. V-013-2016 for the relocation/removal of three (3) billboard structures and convert them into one (1) 75-foot tall, two-sided electronic billboard located along the Garden Grove (22) Freeway Corridor, at 13512 Newhope Street. The associated Variance approval allows the electronic billboard to be located within 350 feet of a residentially zoned property. The Planning Commission also recommended that City Council adopt a Mitigated Negative Declaration and Mitigation Reporting Program. The motion passed with five affirmative votes, with two Commissioners being absent. Other than the Applicant, no one from the public spoke in opposition to or in favor of the project.

The design of the sign includes a metal clad single-support with two (2), 14 foot by 48 foot (672 square feet) electronic reader board sign faces that will be oriented toward the Freeway, facing both east and west bound traffic. The 75-foot sign height was determined to be the appropriate height in order to maintain adequate visibility to freeway traffic.

City Code requires that for every billboard face proposed to be relocated/converted from within the city to an electronic billboard face along the Garden Grove (22) Freeway, two (2) vinyl billboard faces shall be removed. The Applicant has proposed

to remove (3) billboard structures with five (5) billboard faces elsewhere within the city in order to install the double-sided billboard along the freeway right-of-way. Staff believes that the three (3) structures that were chosen would have the most impact in improving the visual aesthetics in the areas in which they are located. The three (3) billboard structures to be relocated/removed are noted in the attached Planning Staff Report.

In regard to the Variance, City Code provides that no electronic billboard shall be located within 350 feet of any residentially zoned property, as measured from the structural support column of the electronic billboard to the property line. The subject electronic billboard is proposed to be located 253 feet from the R-3 (Multiple-Family Residential) zone to the north, across Trask Avenue; 303 feet from the R-1 (Single-Family Residential) zone to the northwest, across Newhope Street and Trask Avenue; and 308 feet from the R-1 zone to the southwest, across Newhope Street and the Garden Grove (22) Freeway. Thus, in order for the Applicant to construct the electronic billboard as proposed, the Planning Commission approved a Variance from this 350-foot limitation.

It was determined that the Variance is justified in this case because installation and operation of an electronic billboard at the proposed location will not have a negative impact on nearby residential uses that the 350-foot distance limitation is intended to prevent. The two properties within 350 feet of the proposed sign to the north and northwest are residentially zoned, but are actually developed with assembly uses (an Elk's Lodge and a church), not residential uses, and only portions of the parking lots of these properties will be within the 350 foot radius of the sign. The residential property located within 350 feet of the proposed sign on the southwest side of the freeway will not maintain views to the sign due to the elevation of the freeway and the sound barrier wall that is built along the Freeway right-of-way. Further, any potential impacts to these properties, or other properties in the vicinity of the sign, will be mitigated through the proposed Conditions of Approval regulating the construction and operation of the electronic billboard.

DISCUSSION

Billboard Removal and Relocation Agreement:

In regard to the proposed Billboard Relocation Agreement, the City Code requires the Applicant, as a condition of approval of a Site Plan Review Application, to enter into a Billboard Relocation Agreement with the City. The agreement requires the permanent removal of a minimum of two (2) existing billboard faces within the city for each new electronic billboard face erected or installed; provides for mitigation by the owner of aesthetic and/or other impacts caused by the electronic billboard(s); requires the owner to comply with any and all required mitigation measures, conditions of approval, and applicable provisions of City Code; provides for the payment by the owner of applicable fees and costs; requires each owner to indemnify, defend and hold harmless the City from any and all claims, lawsuits, awards, and judgments, including any reasonable attorney's fees and court costs, that may arise from the approval of the relocation and/or conversion of a billboard to an electronic billboard and/or the removal of other existing billboards, pursuant to this section of any other provision of the Code, subject to the terms of the

agreement.

The terms of the Billboard Relocation Agreement is a 30-year contract between the City of Garden Grove and Outfront Media, LLC. The agreement includes the objective to utilize areas adjacent to the Garden Grove (22) Freeway Corridor in exchange for the removal of billboards elsewhere in the city in exchange for the relocation of three billboard structures with five sign faces to be relocated along the Garden Grove (22) Freeway corridor and convert them to a double-faced electronic billboard along with the payment of Process and Mitigation Fees. The Process Fee is in the amount of \$10,000 and defrays the costs of negotiating and preparing the Billboard Relocation Agreement. The Mitigation Fee is an annual fee paid by Outfront Media, LLC, to the City to assist in mitigating the aesthetic, cultural, economic, and other impacts of the project on the City. The Mitigation Fee total will not exceed \$1,577,254.51 and is paid out annually over a period of 30 years.

Mitigated Negative Declaration:

In conjunction with the proposed project, the City (through a consultant) has prepared an initial study and Mitigated Negative Declaration ("IS/MND") and Mitigation Reporting Program in accordance with the California Environmental Quality Act ("CEQA") analyzing the potential environmental impacts of the proposed electronic billboard. The IS/MND concludes that the proposed project will have no or a less than significant impact on all relevant environmental factors, provided specified mitigation measures are complied with. These mitigation measures are incorporated as Conditions of Approval to the proposed Site Plan and Variance.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution adopting a Mitigated Negative Declaration and Mitigation Reporting Program; and
- Adopt the Resolution approving the Billboard Relocation Agreement with Outfront Media LLC; and authorizing the City Manager to execute the Agreement.

By: Lee Marino, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
Planning			
Comission			

Staff Report Dated September 15, 2016	9/29/2016	Cover Memo	SP-027-2016SR_(Final).doc
Planning Commission Resolution No. 5867-16	9/29/2016	Cover Memo	SP-027-2016PCReso_(Final).doc
Exhibit A for Planning Commission Resolution No. 5867-16	9/29/2016	Cover Memo	SP-027-2016COA_(Final).doc
Planning Commission Draft Minute Excerpt of September 15, 2016	9/29/2016	Cover Memo	SP-027-2016DraftMinuteExcerpt.doc
Draft City Council Resolution Adopting a Mitigated Negative Declaration and Mitigation Reporting Program	9/29/2016	Cover Memo	CCReso_Adopting_MND_for_SP-027-2016-V-013-2016.docx
Draft City Council Resolution Approving and Executing a Billboard Removal and Relocation Agreement	9/29/2016	Cover Memo	CCReso_Approving_Billboard_Relocation_Agreement_with_Outfront_Media.docx
Draft Billboard Removal and Relocation Agreement	9/29/2016	Cover Memo	Outfront_Media_Billboard_Relocation_Agreement_(Final_with_Exhibits)(2).pdf
Initial Study and Mitiated Negative Declaration	9/29/2016	Cover Memo	13511_Newhope_Digital_Billboard_ISMND_Public_Reivew__7-27-16_Final_w_Appendices.pdf
Mitigation Reporting Program	9/29/2016	Cover Memo	Newhope_Digital_Billboar_MMRP.docx

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.1.	SITE LOCATION: Southwest corner of Newhope Street and Trask Avenue at 13512 Newhope Street
HEARING DATE: September 15, 2016	GENERAL PLAN: Heavy Commercial
CASE NO. Site Plan No. SP-027-2016 and Variance No. V-013-2016	ZONE: PUD-104-72 (Planned Unit Development)
APPLICANT: Outfront Media, LLC	APN: 100-125-02
OWNER: Reuben L. Casey	CEQA DETERMINATION: Mitigated Negative Declaration

REQUEST:

A request for Site Plan approval to relocate certain specific existing billboards and convert them into one (1) two-sided electronic billboard located along the Garden Grove (22) Freeway at 13512 Newhope Street in the PUD-104-72 zone, in conjunction with a request for Variance approval to allow the relocated billboard to be constructed within 350 feet of a residential zone. A Mitigated Negative Declaration has been prepared for this project and will be considered for adoption along with the subject Site Plan and Variance applications.

BACKGROUND:

A "billboard" is an off-premise sign, i.e., any sign identifying a use, facility, or service not conducted on the property where the sign is located, or a product that is produced, sold or manufactured on-site. Pursuant to Garden Grove Municipal Code (GGMC) section 9.20.110, the construction of new billboards is prohibited in the City of Garden Grove. However, the owner of an existing legal nonconforming billboard located in the City may request City approval to *relocate* the existing billboard to a new location within the City by filing an application for approval of a Site Plan. In October of 2014, the City Council amended section 9.20.110 through Amendment No. A-011-2014 to also allow existing static billboards that are proposed to be relocated to a location along the Garden Grove (22) Freeway Corridor to be converted to electronic billboards, subject to specified criteria and conditions. One such condition is that such an electronic billboard not be located on or within 350 feet of any residentially zoned property (GGMC § 9.20.110.D.3.d).

Outfront Media, which owns approximately ten (10) legal nonconforming billboard structures (with a total of 19 sign faces) within the City, has submitted the subject request to relocate three (3) of its existing billboard structures within the City (containing total of five (5) faces – one (1) single-sided billboard structure, and two (2) double-sided billboard structures), and convert them into one (1),

CASE NO. SP-027-2016/V-013-2016

two-sided electronic billboard structure to be erected on property located along the north side of the Garden Grove (22) Freeway, at the southwest corner of Newhope Street and Trask Avenue. Because the proposed electronic billboard structure would be located within 350 feet of the property lines of three residentially zoned parcels, Outfront Media is also requesting approval of a Variance from the 350-foot distance limitation set forth in GGMC § 9.20.110.D.3.d.

The property on which the relocated electronic billboard structure would be located is an approximately 1.98-acre site currently developed with an integrated office/light industrial development. The subject property is zoned Planned Unit Development No. PUD-104-72 and maintains a General Plan Land Use Designation of Heavy Commercial. The proposed sign would be located on the southeastern portion of the subject property. The property to the north, across Trask Avenue, is zoned R-3 (Multiple-Family Residential) and is developed with the Elk's Lodge. The property to the northwest is zoned R-1 (Single-Family Residential) and is developed with a church. The property to the east is zoned M-1 (Limited Industrial) and is developed industrially. The properties to the west, across Newhope Street are zoned M1 and TC (Transportation Corridor Overlay Zone) and are developed with a motorcycle club and a pocket park memorializing a remnant of the Pacific Electric Railway on the OCTA (Orange County Transportation Authority) Right-Of-Way. The property is bounded to the south by the Garden Grove (22) Freeway and the OCTA Right-Of-Way.

On July 27, 2016, Outfront Media conducted a neighborhood meeting to gain input from the public prior to Planning Commission consideration. A total of 35 notices were mailed to property owners located within a 300 foot radius of the sign. No one from the public attended the meeting.

DISCUSSION:

Site Plan

The applicant has submitted the subject Site Plan application, pursuant to which it proposes to remove/relocate three (3) existing legal nonconforming billboard structures and convert them into one (1) 75-foot tall, two-sided electronic billboard located along the Garden Grove (22) Freeway Corridor, at 13512 Newhope Street. The three (3) billboard structures to be relocated/removed consists of one (1) single-sided billboard located on the northeast corner of Garden Grove Boulevard and Josephine Street at 8751 Garden Grove Boulevard; one (1) double-sided billboard located on northeast corner of Garden Grove Boulevard and Louise Street at 8571 Garden Grove Boulevard; and one (1) double-sided billboard located on the west side of Harbor Boulevard adjacent to the south side of Trask Avenue and the Garden Grove (22) Freeway, at 13551 Harbor Boulevard. A total of five (5) billboard faces are proposed to be removed.

The electronic billboard is proposed to be located within the parking lot of an approximately 1.98-acre integrated light industrial/office development that is located on the southwest corner of Newhope Street and Trask Avenue, adjacent to the north side of the Garden Grove (22) Freeway and the OCTA Right-Of-Way. In

order to accommodate the proposed billboard on-site, one (1) parking space will be relocated. The parking space is required to be relocated in order to maintain the current number of parking spaces servicing the site. The design of the sign will include a metal clad single-support with two (2), 14 foot by 48 foot (672 square foot) electronic reader board sign faces that will be oriented toward the Freeway, facing both east and west bound traffic. Except for the 350-foot distance limitation from residentially zoned properties, for which the applicant is seeking a Variance (discussed below), Staff believes the proposed billboard relocation and conversion satisfies the criteria and conditions for Site Plan approval pursuant to GGMC § 9.20.110.

Location

In compliance with GGMC § 9.20.110.D, the proposed electronic billboard sign would be located on commercially zoned property within the Garden Grove (22) Freeway Corridor and would not be located within either 500 feet of any other billboard on the same side of the freeway or within 1,000 feet of any other electronic sign. Also, as discussed further below, although the proposed sign would be located within 350 feet of three residentially *zoned* properties, two of these properties are not actually used for residential *uses* and the third is located on the other side of the raised freeway and will not be impacted by the sign.

Height

Pursuant to GGMC §9.20.110.D.3.f, the permitted height of an electronic billboard shall be determined through the Site Plan review process and shall be limited to the maximum height necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. Requested height of an electronic billboard must be justified through a balloon or flag test, or other similar test, conducted at the applicant's cost, and unless special circumstances necessitate a taller sign, as demonstrated through a balloon or flag test, or other similar test, no electronic billboard may exceed 60 feet in height, as measured from finished grade to the top of the billboard structure. In this case, a sign taller than 60 feet is necessitated because the grade of the Garden Grove (22) Freeway is approximately 26-feet above the finished grade of the property the sign is to be located on and there are sound attenuation walls along a portion of the freeway. At its own cost, the applicant conducted a flag test monitored by City staff to determine how high the sign needed to be in order to maintain adequate visibility. Based on the flag test, it was determined that in order to maintain visibility to the billboard sign from both east and west bound freeway traffic, the appropriate sign height is 75-feet, measured from the finished grade of the property the sign will be constructed on. At this height, the top of the billboard sign will be approximately 49-feet above the finished grade of the freeway.

Supporting Structure and Sign Faces

GGMC § 9.20.110 allows up to two steel supports and 680 square feet of sign area. The proposed electronic billboard would be supported by a single steel pole, and each sign face will be approximately 672 square feet in area. As required by GGMC

§ 9.20.110, the sign faces will be oriented for viewing toward the 22 Freeway and away from any residentially zoned property. In addition, the sign will be subject to several conditions of approval and mitigation measures designed to limit light and glare impacts from the electronic sign, require that brightness of the sign be adjusted in accordance with ambient light levels and limit the maximum brightness of the sign, require that all messages displayed on the electronic sign be static and not contain special visual effects that include moving or flashing lights, and require a minimum display duration for all messages of not less than 8 seconds.

Removal of Existing Billboard Faces

GGMC § 9.20.110 requires that for every billboard face proposed to be relocated/converted from within the City to an electronic billboard face along the Garden Grove (22) Freeway, at least two (2) vinyl billboard faces shall be removed. The applicant has proposed to remove five (5) billboard faces elsewhere within the City in order to install the double-sided billboard along the freeway right-of-way. The applicant provided a list of approximately ten (10) billboard structure locations, some single-faced and some double-faced, that they proposed for removal/relocation. Staff reviewed each location and believe that removal of the three (3) structures that were chosen would have the most impact in improving the visual aesthetics in the areas in which they are located.

Billboard Relocation Agreement

GGMC § 9.20.110.D.3.k provides that, as a condition of approval of the relocation and/or conversion of a billboard to an electronic billboard, the owner of the electronic billboard must execute a relocation agreement with the City pursuant to California Business and Professions Code section 5412 on terms approved by the City Council. If the Planning Commission approves the requested Site Plan and Variance, Staff will take such a relocation agreement negotiated with the Applicant to the City Council for consideration. The Applicant cannot proceed with the proposed project until and unless the City Council approves a mutually acceptable billboard relocation agreement.

Variance

GGMC § 9.20.110.D.3.d provides that no electronic billboard shall be located within 350 feet of any residentially zoned property, as measured from the structural support column of the electronic billboard to the property line. The subject electronic billboard is proposed to be located 253 feet from the R-3 (Multiple-Family Residential) zone to the north, across Trask Avenue, 303 feet from the R-1 (Single-Family Residential) zone to the northwest, across Newhope Street and Trask Avenue, and 308 feet from the R-1 zone to the southwest, across Newhope Street and the Garden Grove (22) Freeway. Thus, in order for the applicant to construct the electronic billboard as proposed, the Planning Commission must approve a Variance from this 350-foot limitation.

Staff believes such a Variance is justified in this case because installation and operation of an electronic billboard at the proposed location will not have the

negative impact on nearby residential uses that the 350-foot distance limitation is intended to prevent. The two properties within 350 of the proposed sign to the north and northwest are residentially *zoned*, but are actually developed with assembly uses (an Elk's Lodge and a church), not residential uses, and only portions of the parking lots of these properties will be within the 350 foot radius of the sign. The residential property located within 350 feet of the proposed sign on the southwest side of the freeway will not maintain views to the sign due to the elevation of the freeway and the sound barrier wall that is built along the Freeway right-of-way, and thus will not be impacted. Further, any potential impacts to these properties, or other properties in the vicinity of the sign, will be mitigated through the proposed Conditions of Approval regulating the construction and operation of the electronic billboard.

Pursuant to the Municipal Code and State Law, the Planning Commission must make each of the following findings in order to approve the requested Variance:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.
2. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property owner.
3. The Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.
4. The granting of the Variance will not adversely affect the General Plan.
5. Approval of the Variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

The Applicant has submitted a letter to the City, dated July 28, 2016, setting forth the facts and reasons the Applicant believes support each of these required findings. A copy of the Applicant's July 28, 2016 letter is attached to this Report. Staff has prepared a proposed Resolution of approval that includes facts and reasons in support of the five Variance findings.

Mitigated Negative Declaration

In conjunction with the proposed project, the City (through a consultant) has prepared an initial study and Mitigated Negative Declaration ("IS/MND") in accordance with the California Environmental Quality Act ("CEQA") analyzing the potential environmental impacts of the proposed electronic billboard. The IS/MND concludes that the proposed project will have no or a less than significant impact on all relevant environmental factors, provided specified mitigation measures are

CASE NO. SP-027-2016/V-013-2016

complied with. These mitigation measures are incorporated as Conditions of Approval to the proposed Site Plan and Variance. The City Council will consider adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring Reporting Program in conjunction with its consideration of a billboard relocation agreement. The Planning Commission is required to hold a public hearing concerning the IS/MND and make recommendation to the City Council regarding its adoption.

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

- Adopt a Resolution approving Site Plan No. SP-027-2016 and Variance No. V-013-2016, subject to the recommended Conditions of Approval, and recommending that the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring Reporting Program for the proposed Project.

KARL HILL
Planning Services Manager

By: Lee Marino
Senior Planner

RESOLUTION NO. 5867-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE CONDITIONALLY APPROVING SITE PLAN NO. SP-027-2016 AND VARIANCE NO. V-013-2016 FOR A BILLBOARD RELOCATION TO 13512 NEWHOPE STREET, ASSESSOR'S PARCEL NO. 100-125-02 AND RECOMMENDING THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING REPORTING PROGRAM FOR THE PROJECT.

WHEREAS, the City of Garden Grove has received a request for approval of (i) Site Plan No. SP-027-2016 for a billboard relocation and conversion to an electronic billboard in accordance with Garden Grove Municipal Code Section 9.20.110 on land located at the southeast corner of Newhope Street and Trask Avenue at 13512 Newhope Street, Assessor's Parcel No. 100-125-02, and (ii) Variance No. V-013-2016 to allow the relocated/converted electronic billboard to be located within 350 feet of residentially zoned property;

WHEREAS, if Site Plan No. SP-027-2016 and Variance No. V-013-2016 are approved, it is contemplated that the City Council will also consider approval of a Relocation Agreement pursuant to Business and Professions Code Section 5412 pertaining to the removal of three existing billboard structures within the City and erection and maintenance of the relocated electronic billboard pursuant to Site Plan No. SP-027-2016 and Variance No. V-013-2016; and

WHEREAS, Site Plan No. SP-027-2016 and Variance No. V-013-2016 and the Relocation Agreement are collectively referred to herein as the "Project".

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on September 15, 2016, does hereby approve Site Plan No. SP-027-2016 and Variance No. V-013-2016, subject to the adoption of a Mitigated Negative Declaration for the project by the Garden Grove City Council, and approval by the City Council of a Relocation Agreement between the City and the Applicant.

BE IT FURTHER RESOLVED as follows:

1. The Planning Commission has considered the proposed Mitigated Negative Declaration and Mitigation Monitoring Reporting Program with comments received during the public hearing process.
2. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the Project will have a significant impact on the environment with mitigation measures.

3. The Planning Commission recommends adoption of the Mitigated Negative Declaration and Mitigation Monitoring Reporting Program to the City Council.

4. The record of proceedings on which the Planning Commission's decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Community and Economic Development Director.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-027-2016 and Variance No. V-013-2016, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Outdoor Media, LLC.
2. The applicant requests approval of Site Plan No. SP-027-2016 to relocate three (3) existing billboard structures and convert them into one (1) two-sided electronic billboard located along the Garden Grove (22) Freeway at 13512 Newhope Street in the PUD-104-72 zone. This request is made in conjunction with a request for approval of Variance No. V-013-2016 to allow the relocated electronic billboard to be located within 350 feet of three residentially zoned properties.
3. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq., an initial study was prepared and it has been determined that the proposed project qualifies for a Mitigated Negative Declaration because the proposed project, with the proposed mitigation measures cannot, or will not, have a significant effect on the environment. A Mitigation Monitoring Reporting Program has been prepared and is attached to the Mitigated Negative Declaration listing the mitigation measures to be monitored during project implementation. The Mitigated Negative Declaration and Mitigation Monitoring Reporting Program were prepared and circulated in accordance with CEQA and CEQA implementing guidelines.
4. The subject property has a General Plan Land Use designation of Heavy Commercial and is currently zoned Planned Unit Development No. PUD-104-72. The site is currently developed with an integrated office/light industrial development.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.

7. Pursuant to a legal notice, a public hearing was held on September 15, 2016, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of September 15, 2016 and considered all oral and written testimony presented regarding the project.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.24.030 and 9.20.110, are as follows:

FACTS:

Pursuant to Garden Grove Municipal Code (GGMC) Section 9.20.110.A, the construction of new billboards is prohibited in the City of Garden Grove. However, pursuant to GGMC Section 9.20.110.B, the owner of an existing legal nonconforming billboard located within the City may seek to relocate the existing billboard to a new location within the City by filing an application for a Site Plan approval with the City. The Planning Commission is empowered to approve, deny, or conditionally approve such a Site Plan application in accordance the criteria set forth in Section 9.20.110. Pursuant to GGMC Section 9.20.110.D, subject to the discretionary approval of a Site Plan application by the City, entry into a Relocation Agreement with the City pursuant to California Business and Professions Code Section 5412, and compliance with specified criteria and conditions, the owner of an existing legal nonconforming static billboard within the City may relocate and convert such billboard to an electronic billboard, provided such relocated and converted billboard is located within the Garden Grove (22) Freeway Corridor. Such a relocated and converted electronic billboard is deemed a legal nonconforming use and structure.

The project applicant, Outfront Media, LLC, proposes to permanently remove five (5) existing non-electronic billboard sign faces and associated structures in the City and to construct and operate in their place one (1) relocated and converted electronic billboard within the Garden Grove (22) Freeway Corridor utilizing a state-of-the-art two-sided digital display.

- The three (3) billboard structures to be relocated/removed consist of one (1) single-sided billboard located on the northeast corner of Garden Grove Boulevard and Josephine Street at 8751 Garden Grove Boulevard; one (1) double-sided billboard located on northeast corner of Garden Grove Boulevard and Louise Street at 8571 Garden Grove Boulevard; and one (1) double-sided billboard located on the west side of Harbor Boulevard adjacent to the south side of Trask Avenue and the Garden Grove (22) Freeway, at 13551 Harbor Boulevard. A total of five (5) billboard faces are proposed to be removed.

The relocated/converted electronic billboard is proposed to be located within the parking lot of an approximately 1.98-acre integrated light industrial/office development that is located on the southwest corner of Newhope Street and Trask Avenue, adjacent to the north side of the Garden Grove (22) Freeway and the OCTA Right Of Way. In order to accommodate the proposed billboard on site, one (1) parking space will be relocated. The parking space is required to be relocated in order to maintain the current number of parking spaces servicing the site. The design of the sign will include a metal clad single-support with two (2), 14 foot by 48 foot (672 square foot) electronic reader board sign faces that will be oriented toward the Freeway, facing both east and west bound traffic.

The site has a General Plan Land Use designation of Heavy Commercial and is zoned Planned Unit Development PUD-104-72. The property to the north, across Trask Avenue, is zoned R-3 (Multiple-Family Residential) and is developed with the Elk's Lodge. The property to the northwest is zoned R-1 (Single-Family Residential) and is developed with a church. The property to the east is zoned M-1 (Limited Industrial) and is developed industrially. The properties to the west, across Newhope Street are zoned M1 and TC (Transportation Corridor Overlay Zone) and are developed with a motorcycle club and a pocket park memorializing a remnant of the Pacific Electric Railway on the OCTA (Orange County Transit Authority) Right-Of-Way. The property is bounded to the south by the Garden Grove (22) Freeway and the OCTA Right-Of-Way.

Various federal and state laws and regulations apply to digital signs and billboards located along highways. The proposed relocated/converted electronic billboard has been sited and designed to comply with all applicable size, spacing, and distance limits imposed by Federal and/or State law. In addition, the sign will be subject to all applicable operational limits and requirements imposed by Federal and/or State law. The applicant will be required to obtain a permit from the California Department of Transportation prior to erecting and operating the proposed electronic billboard.

The relocated/converted electronic billboard will also be subject to several Conditions of Approval and mitigation measures intended to ensure safety and to mitigate adverse impacts on nearby properties and uses, including, but not limited to, the following:

- The sign faces of the relocated billboard shall be oriented toward the freeway and shall not cause excessive light and glare impacts on the freeway, adjacent streets or adjacent properties. The sign shall comply with all standards, requirements and limits applicable to illumination, light output, and message/image display set forth in Garden Grove Municipal Code Section 9.20.110;
- The applicant shall demonstrate compliance with a maximum 0.3-foot candle increase over ambient light at 250 feet from the sign face at all times upon

initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City, the applicant shall be required to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3-foot candle level, the dimming level shall be adjusted until this level can be demonstrated. The electronic billboard shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e., cloudy or overcast weather). Throughout sign operation, the dimness setting of the sign shall be adjusted in real time so it does not exceed the level of illumination described above;

- No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display;
- The minimum display duration time for messages shall be not less than 8 seconds, and the minimum display time between messages shall be not more than 1 second;
- The electronic billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles, or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic position system, or other device;
- In the event of any failure or combination of failures that affect the electronic billboard's luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

Except for the 350 foot distance limitation from residentially zoned properties, for which the applicant seeks a Variance, the proposed billboard relocation and conversion satisfies the criteria and conditions for Site Plan approval pursuant to GGMC § 9.20.110.

Location

In compliance with GGMC § 9.20.110.D, the proposed electronic billboard sign would be located on commercially zoned property within the Garden Grove (22) Freeway Corridor and would not be located within either 500 feet of any other billboard on the same side of the freeway or within 1,000 feet of any other electronic sign.

GGMC § 9.20.110.D.3.d provides that no electronic billboard shall be located within 350 feet of any residentially zoned property, as measured from the structural support column of the electronic billboard to the property line. The subject electronic billboard is proposed to be located within 350 feet of three different residentially zoned properties, necessitating a Variance. The sign structure will be

located (1) approximately 253 feet from the property line of the R-3 (Multiple Family Residential) zoned property to the north, across Trask Avenue, which contains an Elk's Lodge; (2) approximately 303 feet from the property line of the R-1 (Single-Family Residential) zoned property to the northwest, across Newhope Street and Trask Avenue, containing a church; and (3) approximately 308 feet from the R-1 zoned property to the southwest, across Newhope Street and the Garden Grove (22) Freeway. The two residentially zoned properties within 350 of the proposed sign to the north and northwest are developed with assembly uses (an Elk's Lodge and a church), not residential uses, and only portions of the parking lots of these properties will be within the 350-foot radius of the sign. The residential property located within 350 feet of the proposed sign on the southwest side of the freeway will not maintain views to the sign due to the elevation of the freeway and the sound barrier wall that is built along the Freeway right of way.

Height

Pursuant to GGMC §9.20.110.D.3.f, the permitted height of an electronic billboard shall be determined through the Site Plan review process and shall be limited to the maximum height necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. Requested height of an electronic billboard must be justified through a balloon or flag test, or other similar test, conducted at the applicant's cost, and unless special circumstances necessitate a taller sign, as demonstrated through a balloon or flag test, or other similar test, no electronic billboard may exceed 60 feet in height, as measured from finished grade to the top of the billboard structure. In this case, a sign taller than 60 feet is necessitated because the grade of the Garden Grove (22) Freeway is approximately 26 feet above the finished grade of the property the sign is to be located on and that there are sound attenuation walls along a portion of the freeway. At its own cost, the applicant conducted a flag test monitored by City staff to determine how high the sign needed to be in order to maintain adequate visibility. Based on the flag test, it was determined that in order to maintain visibility to the billboard sign from both east and west bound freeway traffic, the appropriate sign height is 75 feet, measured from the finished grade of the property the sign will be constructed on. At this height, the top of the billboard sign will be approximately 49 feet above the finished grade of the freeway.

Supporting Structure and Sign Faces

GGMC § 9.20.110 allows up to two steel supports and 680 square feet of sign area. The proposed electronic billboard would be supported by a single steel pole, and each sign face will be approximately 672 square feet in area. As required by GGMC § 9.20.110, the sign faces will be oriented for viewing toward the 22 Freeway and away from any residentially zoned property. The sign will be subject to several conditions of approval and mitigation measures designed to limit light and glare impacts from the electronic sign, require that brightness of the sign be adjusted in

accordance with ambient light levels and limit the maximum brightness of the sign, require that all messages displayed on the electronic sign be static and not contain special visual effects that include moving or flashing lights, and require a minimum display duration for all messages of not less than 8 seconds.

Removal of Existing Billboard Faces

GGMC § 9.20.110 requires that for every billboard face proposed to be relocated/converted from within the City to an electronic billboard face along the Garden Grove (22) Freeway, at least two (2) vinyl billboard faces shall be removed. The applicant has proposed to remove five (5) billboard faces elsewhere within the City in order to install the double sided billboard along the freeway right of way. The applicant provided a list of approximately ten (10) billboard structure locations, some single faced and some double faced, that it proposed for removal/relocation. City Staff reviewed each location and concluded that removal of the three (3) structures that were chosen would have the most positive impact in improving the visual aesthetics in the areas in which they are located.

Billboard Relocation Agreement

GGMC § 9.20.110.D.3.k provides that, as a condition of approval of the relocation and/or conversion of a billboard to an electronic billboard, the owner of the electronic billboard must execute a relocation agreement with the City pursuant to California Business and Professions Code section 5412 on terms approved by the City Council. The applicant cannot proceed with the proposed project until and unless the City Council approves a mutually acceptable relocation agreement.

FINDINGS AND REASONS:

Site Plan:

1. The Site Plan complies with the spirit and intent of the provisions, conditions and requirements of Title 9 and the General Plan.

Approval of the proposed Site Plan will result in the permanent removal of three (3) existing legal non-conforming billboard structures and five (5) billboard sign faces from commercial corridors and areas in the City and the relocation of a single freeway-oriented sign structure to an commercial/light industrial property, which is located adjacent to the north side of the Garden Grove (22) Freeway and is primarily surrounded by other non-residential uses. The only exception is a home that is located southwest of the site along the southerly side of the Garden Grove (22) Freeway that will not maintain views to the sign due to the elevation of the freeway and the sound barrier wall that is built along the Freeway right of way, and thus will not be impacted.

While the General Plan does not specifically contain policies pertaining to the relocation/removal of existing billboards or the conversion of them to electronic billboards, the General Plan does contain policies that promote the use of appropriate and compatible signage in commercial areas and encourages the development of new signs that are up to date with current industry designs. Goal LU-6 of the General Plan Land Use Element calls for the "revitalization of aging, underused or deteriorated commercial corridors, centers, and properties in the City", Policy LU-6.6 provides that the City should "ensure appropriate and compatible signage is provided within commercial centers," and Policy CD-IMP-2D "encourages the development of new sign standards that are up to date with current industry designs. The removal of the existing old legal non-conforming billboards located in established commercial areas, adjacent to residential zones, and their relocation to the Garden Grove (22) Freeway Corridor, along with the conversion of the signs to a new industry standard, will contribute to the overall improvement to these commercial areas, thereby reducing visual blight. Goal LU-4 of the General Plan Land Use Element states that "the City seeks to develop uses that are compatible with one another." Large billboard signs are more compatible with the proposed freeway-adjacent industrial relocation site than with the areas in which the existing legal non-conforming signs to be removed are located.

Although the construction of new billboards in the City is prohibited by Title 9, the relocation of existing billboards within the City is permitted pursuant to site plan approval in accordance with Garden Grove Municipal Code Section 9.20.110. The proposed Site Plan application is being considered along with Variance No. V-013-2016 to allow the relocated electronic billboard within 350 feet of a residential zone located along the Garden Grove (22) Freeway. With the exception of the distance to residential zones, the proposed electronic billboard has been sited and designed to comply with all other development requirements that have been established in Section 9.20.110 (Billboards) of Title 9 of the City's Municipal Code.

2. The project will not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access.

The installation of the proposed billboard structure will require the relocation of one parking space. The parking space will be relocated, thereby maintaining the number of parking spaces that were originally approved for the development. Sufficient parking is provided, and adequate pedestrian access will remain within the project.

3. The project will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The installation of the proposed billboard structure will not negatively impact the existing public facilities and will not require additional improvements to public facilities to accommodate the sign. The existing streets, utilities and drainage facilities within the area are adequate to accommodate the existing development and proposed billboard structure. The on-site circulation and parking are sufficient for the existing and proposed development.

4. The project will not adversely impact the Public Works Department's ability to perform its required function.

The project has been reviewed by the Public Works Department. The installation of the billboard structure will not require any on or off-site improvements. Therefore, no impact to the Public Work Departments ability to perform its required functions is anticipated.

5. The project is compatible with the physical, functional and visual quality of the neighboring uses and desirable neighborhood characteristics.

The proposed electronic billboard is proposed to be located within an existing commercial/light industrial area, along the Garden Grove (22) Freeway Corridor. While there are residentially zoned properties in close proximity to the subject site, two of these residentially zoned properties to the north and northwest are developed with assembly uses, not residential uses, and the one residentially zoned property that is developed with a single-family home is located southwest of the subject site along the southerly side of the Garden Grove (22) Freeway. This home does not have direct visibility to the proposed billboard due to the elevation of the freeway and the height of the sound wall that is built along the freeway edge. Provided that that the billboard complies with all City, State, and Federal requirements the billboard as well as the Conditions of Approval the billboard will be compatible with the physical, functional and visual quality of the neighboring uses. Additionally, the removal of the three existing billboard structures located within the City will assist in improving the visual and physical quality of neighborhoods they are located in.

6. That through the planning and design of buildings and building placement, the provision of open space, landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The project only involves the removal and relocation of billboard sign structures and does not include the construction of any buildings. The proposed electronic billboard will be located on an industrial site. Accordingly, the project will not impact the attractiveness of the environment of any occupants of the property.

7. Construction of the proposed electronic billboard structure will not have an adverse effect on the public health, welfare, and safety of the community.

The proposed electronic billboard will be located on a 1.98-acre site that is zoned PUD-104-72 that is located along the north side of the Garden Grove (22) Freeway, is developed with an existing multi-tenant office/light industrial development, and is surrounded by other industrial uses to the east and west, assembly uses within the R-1 (Single-Family Resident) zone to the north and northwest, and the Garden Grove (22) Freeway and the OCTA right-of-way to the south. There is only one residential home that is located within 350 feet of the subject site, however the residential property is located on the south side of the Freeway and does not have direct visibility to the sign due to the elevation of the Freeway and the height of the sound wall that is built along the Freeway edge. The proposed electronic billboard structure has been sited and designed to comply with all applicable development standards, with the exception of the distance to residential zones, and will be subject to all operational requirements, imposed by Federal and/or State law as well as the requirements of Section 9.20.110 Billboards of the Title 9 of the City's Municipal Code. In addition, approval of the Site Plan, along with the associated Variance application, has been made subject to Conditions of Approval to further ensure construction and operational impacts are minimized. Further, the applicant and its successors will be required to comply with and implement all mitigation measures identified in the Mitigated Negative Declaration to mitigate potentially significant environmental impacts. Due to special circumstances, the 75-foot height of the proposed electronic billboard sign is the minimum necessary to ensure adequate visibility of the display from the Garden Grove (22) Freeway. The location and orientation of the proposed billboard sign, the requirement that the applicant enter into a relocation agreement with the City, and the required compliance by the applicant and its successors with applicable State and Federal laws, the provisions of the Garden Grove Municipal Code, and the required mitigation measures, will ensure that any potentially adverse light, glare, or aesthetic impacts on surrounding properties are avoided or minimized.

Variance:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

Although the electronic billboard sign will be located on property within 350 feet of two residentially zoned properties on the same side of the 22 Freeway, neither of these two properties actually support residential uses. Rather, these two properties support civic and institutional uses (e.g., a church parking lot and an Elk's Lodge parking lot). Thus, the electronic billboard will not have the type of impact on these properties that the 350 foot distance limitation is intended to mitigate or avoid. The only homes in close proximity to the sign are located on the opposite side of the raised Garden Grove (22) Freeway, and

the sign will not be visible from these homes. The applicant has presented evidence that the area near the proposed sign structure is one of the only areas within the Garden Grove (22) Freeway Corridor in the City where the majority of nearby residentially zoned properties do not support actual residential uses, and where homes that are located within the 350-foot radius would not experience an aesthetic impact. The intended use of the subject property with a relocated/converted electronic billboard would also provide direct benefits to the City that other classes of uses in the vicinity would not. In order to obtain the right to construct such a sign on the subject property, the applicant must enter into a Relocation Agreement with the City providing for the donation of advertising space to the City for community events and other negotiated benefits, and requiring the removal of five existing legal nonconforming billboard sign faces located in other areas of the City that are not adjacent to a freeway. According to the applicant, four of the five existing billboard sign faces that will be removed are located within 100 feet of residences. Removal of these existing billboards will thus enhance the overall aesthetic landscape in the City.

2. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property owner.

GGMC Section 9.20.110 permits a billboard to be relocated to another property, subject to certain conditions and City approval of a Site Plan. From a geographical standpoint, relocated/converted electronic billboards may be permitted so long as they are located within 300 feet of the Garden Grove (22) Freeway, more than 350 feet from residentially zoned property, more than 500 feet from another billboard on the same side of the Freeway, and more than 1000 feet from another electronic sign. The applicant has provided evidence that there exist a number of properties along the Garden Grove (22) Freeway Corridor that meet this criteria and could potentially accommodate a relocated billboard. According to the information provided by the applicant, each of the identified sites are zoned for non-residential use and are located, or have portions of the property that are located: within 300 feet of the Freeway right-of-way; more than 350 feet from residential uses; more than 500 feet from static billboards on the same side of the highway; and more than 1,000 feet from other digital billboards on the same side of the highway. While the subject electronic billboard is proposed to be constructed within 350 feet of a residential zone, the residential properties to the north and northwest are developed with assembly uses (Elk's Lodge and church) and the residential property located on the southwest side of the freeway does not maintain views to the sign, due to the elevation of the freeway and the sound barrier wall that is built along the Freeway right-of-way. Additionally the proposed electronic billboard meets all other requirements of Section 9.20.110 of Title 9 of the City's Municipal Code, which includes distances to static billboards along the

same side of the freeway, and distances to other electronic billboards and electronic on-premise signs along the freeway. The closest digital billboard and electronic on-premise sign is more than 1,000 feet from the proposed sign and the closest static billboard is more than 500 feet away. The impact to residential uses from the proposed electronic billboard sign on the subject site would be similar to the impacts to residential uses from electronic billboards located on the other properties along the freeway identified by the applicant. However, without the requested Variance, the relocated/converted electronic billboard could not be constructed on the subject property.

3. The Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

The subject electronic billboard is proposed to be constructed on a commercial/light industrial zoned (PUD-104-72) property along the north side of the Garden Grove (22) Freeway. Except for the 350-foot minimum distance from residentially zoned property limitation for which the applicant has requested the Variance, the proposed billboard will be consistent with all other requirements of GGMC Section 9.20.110, as well as all Federal, State laws that apply. Additionally, the removal of five (5) existing static billboard faces that will be removed in conjunction with the construction of the subject billboard will improve the visual and physical quality of the neighborhoods in which they are located.

While there is one residentially developed property within 350 feet of the site of the proposed electronic billboard, this property is located on the southwest side of the freeway and due to the elevation of the freeway and sound barrier wall that located on the Freeway right-of-way, the property will not have a view to the sign. Furthermore, the City's General Plan does not identify any scenic vistas, highways or resources in the vicinity of the subject site, and the proposed electronic billboard will not negatively impact the adjacent properties or the existing urban landscape.

4. The granting of the Variance will not adversely affect the General Plan.

The City's General Plan does not contain any specific policies concerning the relocation of billboards or their relocation and conversion into electronic billboards. However, the General Plan does contain policies that promote the use of appropriate and compatible signage within commercial centers, and encourages the development of new sign standards that are up to date with current industry designs. Goal LU-6 of the General Plan Land Use Element calls for the revitalization of aging, underused or deteriorated commercial corridors, centers, and properties in the City. Policy LU-6.6 of the General Plan

Land Use Element states that the City should "ensure appropriate and compatible signage is provided within commercial centers. Further, Goal LU-4 of the General Plan Land Use Element states that "the City seeks to develop uses that are compatible with one another." Large billboard signs are more compatible with the proposed freeway-adjacent industrial relocation site than with the areas in which the existing legal non-conforming signs to be removed are located.

The construction and operation of the proposed electronic billboard would maximize usage of a commercial property located adjacent the Garden Grove (22) Freeway. The proposed billboard would incorporate the latest LED technology, and a portion of advertising time would be available to the City for public service announcements. Along with the construction of the billboard, the applicant will be removing five (5) existing billboard faces, pursuant to a relocation agreement between the City and the applicant. Four (4) of the billboard faces targeted for removal are located within 100 feet of a residences. Removal of the five (5) billboard faces will be an aesthetic improvement to the area. Furthermore, relocation of a billboard to the Garden Grove (22) Freeway corridor would result in a greater land use compatibility within the City while reducing visual clutter in other areas of the City.

5. Approval of the Variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

Approval of the requested Site Plan and Variance is subject to several Conditions of Approval and mitigation measures intended to ensure safety and to mitigate adverse impacts on nearby properties and uses. Provided these Conditions of Approval are complied with, the approval of the subject Variance would not constitute the granting of a special privilege to the owner of the subject site, due to the design and orientation of the sign and the circumstances surrounding the project. While the subject property is located within 350 of a residential zone, with the exception of one property that is located southwest of the Garden Grove Freeway that does not maintain visibility to the sign, all other properties located within 350 feet are developed with light industrial uses, offices, assembly uses, the Garden Grove (22) Freeway, and the Orange County Transit Authority (OCTA) Right-Of-Way. The development pattern surrounding the subject site is consistent with the development pattern surrounding other sites that an electronic billboard could be located on that are within the Garden Grove (22) Freeway Corridor, and the visual and aesthetic impact from the proposed sign on residential uses will not be significantly different than from electronic billboards on such other sites.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan and Variance possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030 (Site Plan, Variance) and 9.20.110 (Billboards).
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following Conditions of Approval, attached as "Exhibit A", shall apply to Site Plan No. SP-027-2016 and Variance No. V-013-2016.
3. Approval of Site Plan No. SP-027-2016 and Variance No. V-013-2016 shall not become effective until and unless the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring Reporting Program and approves a Relocation Agreement with the Applicant. In the event that a Relocation Agreement with the Applicant is not approved by the City Council, the City's approval for SP-027-2016 and V-013-2016 shall be deemed null and void and of no effect.

Adopted this 15th day of September, 2016

ATTEST:

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on September 15, 2016, by the following vote:

AYES: COMMISSIONERS: (5) BARKER, KANZLER, NUYGEN, PAREDES,
ZAMORA
NOES: COMMISSIONERS: (0) NONE
ABSENT: COMMISSIONERS: (2) MARGOLIN, O'NEILL

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is October 6, 2016.

EXHIBIT "A"

CONDITIONS OF APPROVAL

For

Site Plan No. SP-027-2016 and Variance No. V-013-2016
13512 Newhope Street

General Conditions

1. The Applicant and each owner of the property shall execute, and the applicant shall record a "Notice of Agreement with Conditions of Approval and Discretionary Permit Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required within 30 days of this approval.
2. The term "Applicant", as used herein, shall mean and refer to each of the following: the project applicant, Outfront Media, LLC, the owner(s) of the property on which the relocated billboard is located, any future tenant of said property operating under this Site Plan and Variance approval, and each of their respective successors and assigns.
3. All Conditions of Approval set forth herein shall be binding on and enforceable against the "Applicant" as defined above. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except as otherwise expressly provided in these Conditions of Approval, any changes to the Conditions of Approval require approval by the Planning Commission.
4. Site Plan No. SP-027-2016 and Variance No. V-013-2016 shall not become effective until and unless the City Council approves a Billboard Relocation Agreement with the Applicant. In the event that a Billboard Relocation Agreement with the Applicant is not approved by the City Council, the City's approval for SP-027-2016 and V-013-2016 shall be deemed null and void and of no effect. Approval of this Site Plan and Variance shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations. Unless otherwise expressly specified, all other requirements of the Garden Grove Municipal Code shall apply. The Applicant shall obtain and abide by any necessary permits or licenses required to demolish and remove the existing billboards and to erect and operate the proposed electronic billboard structure, in compliance with all applicable laws.
5. Minor modifications to the site plan or these Conditions of Approval may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the site plan or to these Conditions of Approval determined by the Community and Economic Development

Director not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the Planning Commission or other applicable City hearing body.

6. The approved site plan, elevations, and the use of the subject property as represented by the Applicant, are integral parts of the decision approving this Site Plan and Variance. Before major modifications may be made to the approved plans or use that result in the intensification of the approved use or create impacts that have not been previously addressed, the proper entitlements shall be obtained reflecting such changes.

Building Services Division

7. The billboard structure shall comply with the California Building Standards Code.

Fire Department

8. The proposed sign shall not encroach into any required fire lane. Adequate emergency vehicle access shall be maintained at all times.

Community and Economic Development Department

9. This approval shall be for a billboard relocation pursuant to Garden Grove Municipal Code Section 9.20.110.B. Specifically, this approval authorizes the demolition and permanent removal of three (3) existing legal non-conforming billboard structures with five (5) faces in the City and the installation of a relocated double-faced freeway-oriented electronic billboard sign along the Garden Grove (22) Freeway in compliance with the approved set of plans submitted with the subject Site Plan and Variance request and the requirements of Garden Grove Municipal Code Section 9.20.110 (Billboards). The Applicant's rights and obligations regarding maintenance and removal of the relocated billboard structure and sign faces shall be as established in the Relocation Agreement approved by the City Council. This Site Plan approval shall not result in the granting of any rights to the Applicant with respect to maintenance and removal of the relocated billboard than are greater than as established in the Relocation Agreement or possessed with respect to any of the legal non-conforming billboards to be removed pursuant to this Site Plan approval.
10. The maximum height of the billboard sign shall be 75 feet as measured from grade to top of sign. The electronic billboard faces shall not be larger than 14 feet high x 48 feet wide (672 square feet).

Site Plan No. SP-027-2016 & Variance No. V-013-2016
Conditions of Approval

11. The design of the sign shall be consistent with the design approved by the Planning Commission and shown on the submitted plans. Color and material samples of the metal cladding shall be submitted to, and approved by, the Planning Division prior to issuance of building permits.
12. The sign faces of the relocated billboard shall be oriented toward the freeway and shall not cause excessive light and glare impacts on the freeway, adjacent streets or adjacent properties. The sign shall comply with all standards, requirements and limits applicable to illumination, light output, and message/image display set forth in Garden Grove Municipal Code Section 9.20.110.
13. The Applicant and the proposed relocated billboard shall comply will all applicable location, distance, size, operational, permit or licensing, and/or other requirements for off-premise electronic signs adjacent to the freeway right-of-way imposed by Federal or State law, including without limitation, the California Outdoor Advertising Act, California Business and Professions Code Section 5200, et. seq., and its implementing regulations, including applicable amendments thereto. To the extent such State or Federal requirements are stricter or more limiting than the requirements imposed pursuant to these Conditions of Approval, the stricter or more limiting State or Federal requirements shall apply. The Applicant shall demonstrate compliance with all applicable State and Federal requirements to the reasonable satisfaction of the Community and Economic Development Director prior to issuance of building permits and for as long as the relocated billboard remains in place on the property.
14. The Applicant shall make space available for the display of emergency messaging in accordance with local, regional, and/or state protocols.
15. In accordance with Garden Grove Municipal Code Section 9.20.110.D, the Applicant's permanent removal of at least five (5) existing billboard sign faces and associated structures located within the City is an express condition to the City's approval of this Site Plan. Pursuant to the Applicant's proposal, three (3) existing billboard structures with a total of five (5) sign faces located within the City of Garden Grove will be permanently removed. The removal of these existing billboard structures shall be completed prior to issuance of building permits for the construction and installation of the proposed relocated electronic billboard sign.
16. The applicant shall enter into a Billboard Relocation Agreement with the City pursuant to Garden Grove Municipal Code Section 9.20.110.D. Said Agreement shall be approved by the City Council and fully executed prior to issuance of building permits for the relocated billboard sign. The schedule of

Site Plan No. SP-027-2016 & Variance No. V-013-2016
Conditions of Approval

performance for removal of existing billboards and installation/relocation of new electronic billboard, the time frame for Applicant's maintenance and eventual removal of the relocated billboard on the subject property, the implementation of applicable mitigation measures, and the donation of advertising time on the billboard for community events to the City shall be as set forth in the Billboard Relocation Agreement.

17. Permissible hours and days of construction of the proposed electronic billboard and demolition/removal of existing billboards shall be as set forth in the City of Garden Grove's Municipal Code Section 8.47.010, referred to as the Noise Control Ordinance.
18. The Applicant shall fully comply with and implement all mitigation measures identified in the Mitigated Negative Declaration adopted in conjunction with the approval of Site Plan No. SP-027-2016 and Variance No. V-013-2016. Specifically, and without limitation, such mitigation measures include the following:
 - a. The Applicant shall demonstrate compliance with a maximum 0.3-foot candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the applicant shall be required to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3-foot candle level, the dimming level shall be adjusted until this level can be demonstrated.
 - b. The electronic billboard shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e., cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AES-1.
 - c. The operation of the electronic billboards shall comply with the following at all times:
 - No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display;

Site Plan No. SP-027-2016 & Variance No. V-013-2016
Conditions of Approval

- The minimum display duration time for messages shall be not less than 8 seconds, and the minimum display time between messages shall be not more than 1 second;
 - The LED billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles, or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic position system, or other device;
 - In the event of any failure or combination of failures that affect the electronic billboard's luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.
- d. The operator of electronic LED billboard shall submit within 30 days following June 30 of each year, a written report regarding operation of each electronic billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such electronic billboards operated by such operator within the Garden Grove (22) Freeway Corridor. The report shall, when appropriate, identify incidents or facts that relate to specific electronic billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:
- Status of the operator's license as required by California Business and Professions Code Section 5300 et seq.;
 - Status of the required permit for individual electronic billboards, as required by California Business and Professions Code Section 5350 et seq.;
 - Compliance with the California Outdoor Advertising Act, California Business and Professions Code Section 5200 et. seq. and all regulations adopted pursuant to such Act;
 - Compliance with California Vehicle Code Sections 21466.5 and 21467;
 - Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the Federal Highway Beautification Act (23 U.S.C. § 131);
 - Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
 - Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of electronic billboards within the Garden Grove (22) Freeway Corridor;

Site Plan No. SP-027-2016 & Variance No. V-013-2016
Conditions of Approval

- Each malfunction or failure of an electronic billboard operated by the operator within the Garden Grove (22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
 - Operating status of each electronic billboard operated by the operator within the Garden Grove (22) Freeway Corridor, including estimated date of repair and return to normal operation of any electronic billboard identified in the report as not operating in normal mode.
- e. During excavation and grading activities, if archaeological resources are discovered, the project contractor shall stop all work and shall retain a qualified archaeologist to evaluate the significance of the finding and appropriate course of action. Salvage operation requirements pursuant to Section 15064.5 of the *CEQA Guidelines* shall be followed and the treatment of discovered Native American remains shall comply with State codes and regulations of the Native American Heritage Commission.
19. The Applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Site Plan No. SP-027-2016 and Variance No. V-013-2016, as it relates to this project encompassed by Site Plan No. SP-027-2016 and Variance No. V-013-2016. The Applicant shall pay the City's defense costs, including reasonable attorney fees and all reasonable other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The Applicant shall further pay any adverse financial award, which may issue against the City including, but not limited to, any award of attorney fees to a party making such challenge. The applicant shall retain the right to select its counsel of choice in any action referred to herein, which shall be reasonably satisfactory to the City. In the event that any third party brings any challenge, the City shall give sufficiently prompt notice to the Applicant of such challenge and shall in all events give such notice within 10 days of the date that the Office of the City Attorney first learns of the challenge. Notwithstanding the foregoing, in the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of Site Plan No. SP-027-2016 and Variance No. V-013-2016, as it relates to the project encompassed by Site Plan No. SP-027-2016 and Variance No. V-013-2016, applicant shall have the right and obligation to either: (1) defend the City with legal counsel selected

Site Plan No. SP-027-2016 & Variance No. V-013-2016
Conditions of Approval

by the applicant and reasonably satisfactory to the office of the City Attorney; or (2) request that the City rescind Site Plan No. SP-027-2016 and Variance No. V-013-2016, in which case the applicant would have no obligation to defend or indemnify the City and no obligation to make any payments described above; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind Site Plan No. SP-027-2016 and Variance No. V-013-2016 approval. The foregoing obligation to defend, indemnify and defend the City is subject to the condition that the City not voluntarily assist in any such third-party challenge or take any position adverse to the Applicant in connection with such third party challenge.

DRAFT MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING – SITE PLAN NO. SP-027-2016 AND VARIANCE NO. V-013-2016.
FOR PROPERTY LOCATED AT 13512 NEWHOPE STREET, SOUTHWEST CORNER OF
NEWHOPE STREET AND TRASK AVENUE.

Applicant: Katie Metz (Outfront Media)

Date: September 15, 2016

Request: Site Plan approval to relocate certain specific existing billboards and convert them into one (1) two-sided electronic billboard along the Garden Grove (22) Freeway, in conjunction with a request for Variance approval to allow the relocated billboard within 350 feet of a residential zoned property. A Mitigated Negative Declaration has been prepared for this project and will be considered for adoption along with the subject Site plan and Variance applications. The site is in the PUD-104-72 (Planned Unit Development) zone.

Action: Public Hearing held. Speaker(s): Collin Smith

Handouts included correspondence from the Department of Transportation with a copy of the Outdoor Advertising Display Permit Application (ODA) attached and a comment letter from the Orange County Flood Control District (OCFCD).

Action: Resolution No. 5867-16 was approved.

Motion: Zamora Second: Barker

Ayes: (5) Barker, Kanzler, Nuygen, Paredes, Zamora

Noes: (0) None

Absent: (2) Margolin, O'Neill

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION REPORTING PROGRAM FOR CONVERSION OF RELOCATED BILLBOARDS WITHIN SR-22 FREEWAY CORRIDOR TO AN ELECTRONIC BILLBOARD AT 13512 NEWHOPE STREET.

WHEREAS, the City of Garden Grove received an application (1) Site Plan No. SP-027-2014 and Variance No. V-013-2016 for a billboard relocation in accordance with Garden Grove Municipal Code Section 9.20.110 to land located at the southeast corner of Newhope Street and Trask Avenue, along the north side of the Garden Grove (22) Freeway, at 13512 Newhope Street; and (2) approval of a Relocation Agreement pursuant to Business Professions Code Section 5412 pertaining to the removal of three existing billboard structures within the City and the erection and maintenance of a relocated electronic billboard pursuant to Site Plan No. SP-027-2016 and Variance No. V-013-2016 (collectively referred to herein as the "Project"); and

WHEREAS, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq., an initial study was prepared and it has been determined that the proposed Project qualifies for a Mitigated Negative Declaration and Mitigation Reporting Program because the proposed Project with the proposed mitigation measures cannot, or will not, have a significant effect on the environment; and

WHEREAS, the Mitigated Negative Declaration and Mitigation Reporting Program was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines; and

WHEREAS, the Planning Commission of the City of Garden Grove held a duly noticed public hearing on September 15, 2016 and considered all oral and written testimony presented regarding the initial study, the Mitigated Negative Declaration and Mitigation Reporting Program, and the Project; and

WHEREAS, the Planning Commission of the City of Garden Grove recommended approval of the Mitigated Negative Declaration and Mitigation Reporting Program and the Project during its meeting on September 15, 2016; and

WHEREAS, a duly noticed public hearing was held by the City Council on October 25, 2014, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of October 25, 2016.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED as follows:

1. The City Council of the City of Garden Grove has considered the proposed Mitigated Negative Declaration and Mitigation Reporting Program, together with comments received during the public review process.

2. The City Council of the City of Garden Grove finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the Project will have a significant effect on the environment.

3. The City Council further finds that the adoption of the Mitigated Negative Declaration and Mitigation Reporting Program reflects the City Council's independent judgment and analysis.

4. Therefore, the City Council of the City of Garden Grove, in regular session assembled on October 25, 2016, does hereby adopt the Mitigated Negative Declaration and Mitigation Reporting Program.

5. The record of proceedings on which the City Council of the City of Garden Grove's decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Director of Community Development.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A BILLBOARD REMOVAL AND RELOCATION AGREEMENT WITH CLEAR CHANNEL OUTDOOR, INC.

WHEREAS, Outfront Media, LLC has proposed a Billboard Removal and Relocation Agreement pursuant to California Business and Professions Code Section 5412 pertaining to the removal of three existing billboard structures within the City (the "Existing Signs") and the erection and maintenance of a relocated electronic billboard pursuant to Site Plan No. SP-027-2016 and Variance No. V-013-2016 to land located at the southeast corner of Newhope Street and Trask Avenue, along the north side of the Garden Grove (22) Freeway, at 13512 Newhope Street, Assessor's Parcel No. 100-125-02; (collectively referred to herein as the "Project"); and

WHEREAS, following a duly noticed Public Hearing, on September 15, 2016, the Planning Commission of the City of Garden Grove (i) recommended the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project and, and (ii) approved Site Plan No. SP-027-2016 and Variance No. V-2016, subject to City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program; and

WHEREAS, the City Council held a duly noticed Public Hearing on October 25, 2016 and duly considered the Project, the initial study, the Mitigated Negative Declaration and Mitigation Monitoring Program, and the proposed Billboard Removal and Relocation Agreement; and

WHEREAS, following the Public Hearing held on October 25, 2016, the Garden Grove City Council adopted a Mitigated Negative Declaration and Mitigation Reporting Program for the Project; and

WHEREAS, a copy of the proposed Billboard Removal and Relocation Agreement has been provided for public review in accordance with applicable law; and

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement provides that the Existing Signs will be permanently removed; and

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement directly benefits the City through mitigation fees and other public benefits to assist the City in providing vital services to its residents, in addition to elimination of the Existing Signs; and

WHEREAS, California Business and Professions Code Section 5412 authorizes the City of Garden Grove and Outfront Media, LLC. to enter into the proposed Billboard Removal and Relocation Agreement.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED as follows:

1. The City hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.
2. The Billboard Removal and Relocation Agreement between the City of Garden Grove and Outdoor Media, LLC. (hereafter referred to herein as the "Agreement") in substantially the form attached as Exhibit "A" to this Resolution is hereby approved.
3. The City Manager is hereby authorized to execute the Agreement on behalf of the City of Garden Grove and to make minor modifications thereto as necessary.
4. The City Manager is hereby authorized to implement the Agreement on behalf of the City once it is fully executed, including, without limitation, granting extensions of the twelve (12) month period pursuant to Section 1 of the Agreement.⁵

This Resolution shall take effect immediately.

EXHIBIT "A"

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2016 (the "Effective Date"), by and among the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"). City and Company are sometimes referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

A. This Agreement is entered into pursuant to Section 5412 of the California Outdoor Advertising Act, Business and Professions Code Sections 5200 *et seq.*, (the "Act") and Section 9.20.110 of the Garden Grove Municipal Code (hereafter, "GGMC Section 9.20.110").

B. Company currently owns and operates certain legal non-conforming billboards on sites within City's jurisdictional boundaries (the "Existing Billboard Sites"), consisting of five (5) billboard sign faces and associated structures, which Company has agreed to permanently remove pursuant to, and subject to the conditions of, this Agreement (the "Existing Billboards"). The Existing Billboards and Existing Billboard Sites are more specifically described and depicted on Exhibit "A-1," which is attached hereto and incorporated herein by reference.

C. In accordance with GGMC Section 9.20.110, Company seeks to install one (1) new relocated billboard advertising structure having a total of two (2) automatically changeable digital displays oriented towards the State Route 22 Freeway (the "East-Facing Digital Billboard" and the "West-Facing Digital Billboard," respectively, and together, the "Digital Billboards") on property located at approximately 13512 Newhope Street, with APN No. 100-125-02, in the City of Garden Grove, County of Orange, California (the "Relocation Site"). The Digital Billboards and the Relocation Site are more specifically described and depicted on Exhibit "A-2," which is attached hereto and incorporated herein. The owner of the fee interest for the Relocation Site is different than Company and is referred to herein as "Owner." As of the Effective Date of this Agreement, the Relocation Site is subject to that certain lease, dated as of November 13, 2014, by and between Outdoor Associates, LLC, as tenant, and Reuben Casey Family Trust, as landlord (the "Lease"). Assignment of the tenant's interest in the Lease to the Company is necessary in order for Company to have the right to construct and operate the Digital Billboards on the Relocation Site.

D. Removal of the Existing Billboards from the Existing Billboard Sites and construction and installation of the Digital Billboards at the Relocation Site are collectively referred to in this Agreement as the "Project."

E. On September 15, 2016, City's Planning Commission conducted a duly noticed public hearing regarding the Project and adopted Resolution No. 5867-16 recommending City Council adoption of a mitigated negative declaration for the Project and approving Site Plan No. SP-027-2016 and Variance No. V-013-2016 for erection of the Digital Billboards, subject to City Council approval of this Agreement.

F. On the Effective Date, at a duly noticed public meeting, City's City Council adopted a mitigated negative declaration for the Project pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq. (the "Mitigated Negative Declaration"), approved this Agreement and authorized City's City Manager to execute this Agreement on behalf of the City.

G. GGMC Section 9.20.110 authorizes the erection and operation of the Digital Billboards at the Relocation Site pursuant to SP-027-2016, Variance No. V-013-2016, and this Agreement.

H. City's City Council has found this Agreement is in the best public interest of City and its residents, entry into this Agreement constitutes a present exercise of City's police power, and this Agreement is consistent with City's General Plan. The Project is intended to achieve a number of City objectives including utilizing the areas adjacent to the State Route (SR) 22 Freeway in exchange for removal of billboards elsewhere in the City. As an additional material consideration for City's approval of this Agreement, Company has agreed to provide public services to City, as set forth in Section 4 of this Agreement, and to pay the Processing Fee, One-Time Mitigation Fee and Annual Mitigation Fee, as set forth in Section 7 of this Agreement.

I. City and Company desire to enter into this Agreement to memorialize the terms and conditions upon which Company may undertake the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. CONDITIONS TO AGREEMENT'S EFFECTIVENESS. Company understands and hereby acknowledges the effectiveness of this Agreement is subject to the approval of demolition permits from City's Building Division for the removal of the Existing Billboards and the Development Approvals, as described in Subsection 5.a., below. City understands and hereby acknowledges that the effectiveness of this Agreement is subject to the Company's taking by assignment and assuming the tenant's interest in the Lease for the Relocation Site. The Parties understand and agree (i) this Agreement does not bind City to approve any Development Approvals; (ii) all necessary City legislative acts and the Development Approvals can be approved and take effect, if at all, only after all applicable notice, public hearing, review, and consideration requirements required by law have been satisfied; and (iii) except as otherwise expressly provided herein, Company shall not be required to take any of the actions or provide any of the benefits to City under this Agreement until and unless all required Development Approvals are provided in final form acceptable to the Company and Company shall have taken by assignment the tenant's interest under the Lease for the Relocation Site. The Parties further agree Company shall not be obligated to commence demolition or construction related to the Project, including removal of the Existing Billboards, if (i) any of the Development Approvals (as hereinafter defined) are not issued or expire and are not extended for such periods as

Company shall deem to be necessary, despite good faith effort by Company to obtain the same, or (ii) the Company shall not have taken by assignment and assumed the tenant's interest under the Lease; and if any of the Development Approvals are not issued, or the Company shall not have so taken by assignment and assumed the tenant's interest under the Lease, within twelve (12) months of the Effective Date, then this Agreement shall be deemed null and void; provided, however, that such period may be extended by mutual written agreement of the Company and City, acting through their duly authorized representatives. Upon request by the City, the Company shall provide the City with a copy of the Lease, all amendments thereto, and the agreement pursuant to which the Company shall have taken by assignment and assumed the tenant's interest in the Lease.

2. REMOVAL OF EXISTING BILLBOARDS.

a. Permanent Removal of the Existing Billboards. In consideration of the City's approval of Company's request to relocate and construct the Digital Billboards pursuant to this Agreement, prior to commencing installation and construction of the Digital Billboards upon the Relocation Site, Company, at its sole cost and expense, shall secure all prior approvals as described in Subsection 2.b., below, and permanently remove the Existing Billboards within the times set forth in the Schedule of Performance included in Exhibit "B," which is attached hereto and incorporated herein by reference. Company shall not install any replacement billboard or other outdoor advertising display or sign upon any of the Existing Billboard Sites or anywhere else (other than the Relocation Site) within City's jurisdictional boundaries.

b. Removal Requirements. Removal of the Existing Billboards shall be in accordance with any applicable Federal, State, or local regulations, including regulations of City, and subject to the approval of City's Building Official or designee, provided, however, that the Parties each acknowledge and agree that the Existing Billboards shall be deemed to have been satisfactorily removed for purposes of this Agreement so long as such removal is performed in accordance with the requirements, if any, of any applicable lease or other agreement applicable to the Existing Billboards and no remnants of the sign structures remain visible above ground. Company shall, at its sole cost and expense, secure all required permits to remove and properly transport the Existing Billboards from the Existing Billboard Sites, and not store any portion of the removed Existing Billboards on the Existing Billboard Sites or any other location within City's jurisdictional boundaries.

c. Waiver and Release. Upon receipt of any required final Development Approvals for the Digital Billboards on the Relocation Site, Company shall be deemed to have waived any and all rights it may have under Federal, State or local laws or other regulations of any kind whatsoever, including, but not limited to, the Act, to challenge any or all of the requirements of this Agreement. Further, Company, on behalf of its predecessors, successors and assigns, hereby waives and releases the City and its employees, officers, elected officials, agents, successors and assigns from liability relating to any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, defenses, lost profits, lost revenues or rents, lost opportunity, loss of business goodwill, loss of machinery, loss of leasehold value (bonus value), loss of

fixtures or equipment, loss of improvements pertaining to realty, pre-condemnation damages or damages related to unreasonable conduct, severance damages, relocation benefits, attorney's fees and debts whatsoever, in law or equity, it has or may have, arising out of or relating to the removal of the Existing Billboards.

The Company acknowledges that it has read section 1542 of the Civil Code of the State of California which in its entirety states:

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 creditor.

The Company hereby expressly waives any right or benefit which it might have under section 1542 of the Civil Code of the State of California. The Company understands and agrees that by signing this Agreement, it is giving up any and all claims that it may have against the City, including claims that it may not presently know or suspect to exist.

d. Notwithstanding the foregoing subparagraphs, the Parties agree GGMC Section 9.20.110 shall apply to this Agreement and Company may take benefit of that Section.

3. INSTALLATION AND OPERATION OF DIGITAL BILLBOARDS. Provided Company secures and maintains all Development Approvals required under Subsection 5.a., below, and within the times set forth in the Schedule of Performance included in Exhibit "B," Company, at its sole cost and expense, may install the Digital Billboards upon the Relocation Site. For the entire term of this Agreement, the Digital Billboards and Company's installation, construction, and operation of the Digital Billboards shall comply with all applicable Federal, State, and local laws and regulations, all applicable provisions of the Garden Grove Municipal Code, all conditions of approval applicable to any Development Approvals, and all applicable mitigation measures identified in the Mitigated Negative Declaration.

4. PUBLIC SERVICES.

a. Civic Promotions. Subject to the conditions and parameters of this Subsection 4.a., Company agrees to provide free advertising time on the Digital Billboards to City for the promotion of community events, tourism activity and events, and other civic interests of the City, including, but not limited to, promotion of the City's Grove District Resort area and the properties therein ("Civic Promotions").

- (i) Amount of Advertising Time for Civic Promotions. Following the Commencement Date, Company shall permit City to use a minimum of the equivalent of one (1) spot in a standard nine (9) spot rotation on one of the Digital Billboards for the entire term of the Agreement for Civic Promotions, without charge for advertising space. Such Civic Promotions shall be displayed on the west-facing Digital Billboard, unless otherwise agreed in writing by Company and City. The foregoing obligation of Company to provide free advertising space to City for Civic Promotions shall be and remain in effect only during those periods Company is

operating the Digital Billboards with electronic/digital technology. In the event Company removes or is unable to operate the Digital Billboards for any reason, Company's obligation to provide free advertising space to City for any reason shall be suspended for the period of time it is not operating the Digital Billboards.

- (ii) Process for City Requests to Utilize Advertising Space for Civic Promotions. City shall be responsible for providing Company with its Civic Promotions, which may be updated by City at any time, and for any costs associated with providing Company with associated artwork in acceptable format. City shall notify Company at least forty-five (45) days before the proposed display date of a Civic Promotion. City must submit "camera ready art" utilizing formats and protocols acceptable to Company from time to time or pay production costs. All copy shall be submitted to Company at least ten (10) business days in advance. Civic Promotions will be subject to Company's standard advertising copy rejection and removal policies, which allow Company, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed.
- (iii) Limitations on City. City shall not charge for, or exchange goods or services for, any advertising space on the Digital Billboards provided by Company to City pursuant to this Agreement; provided, however, that this limitation shall not be construed to prevent City from entering into agreements to promote properties within the City in conjunction with its tourism promotion activities, so long as City does not sell advertising for profit. In addition, it is expressly understood and agreed that Civic Promotions may not include any names, logos, marks, products, or services associated with any commercial entity or any third party non-governmental person or entity that is not located in, sponsored by or affiliated with the City. The forgoing limitation shall not be construed to prohibit the display of names, logos, or marks of organizations associated with City events or activities.
- (iv) Indemnity. City shall and hereby does agree to indemnify, defend and hold harmless Company for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third party allegation that any portion of any Civic Promotion provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity obligation shall not include Company's lost profits or consequential damages.
- (v) The Parties mutually agree that this Subsection 4(a) is consistent with the purpose, intent, and requirements of Subsection (D)(3)(k)(vi) of GGMC Section 9.20.110.

b. Public Safety Announcements. Company shall utilize the advertising space on the Digital Billboards for regional emergency announcements and alerts, Amber Alerts, and wanted criminal postings from law enforcement, without charge, as reasonably necessary, in accordance with applicable local, regional, and/or state protocols.

c. Prohibited Use. Company has stated its intent is and agrees not to utilize any of the Digital Billboards to advertise tobacco products, medical or recreational cannabis, adult entertainment businesses, as defined in the Garden Grove Municipal Code, conferences/conventions for any of the foregoing prohibited uses, or sexually explicit messages.

5. DEVELOPMENT APPROVALS.

a. Company shall, at its own expense and before commencement of demolition, construction, rehabilitation or development of any of the Existing Billboards, the Digital Billboards or other work of improvement upon the Existing Billboards Sites or the Relocation Site, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Company related to the Project, including, but not limited to, SP-027-2016, Variance No. V-013-2016, and any necessary extensions thereof, all other permits and approvals required pursuant to the Garden Grove Municipal Code, if any, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") for the construction and operation of both Digital Billboards (collectively "Development Approvals"). Not by way of limiting the foregoing, in developing and constructing the Project, Company shall comply with all (1) then applicable development standards and requirements contained in, or promulgated under, the Act and/or the Garden Grove Municipal Code, (2) conditions of approval related to each of the Development Approvals applicable to the Project, (3) necessary NPDES requirements pertaining to the Project, (4) mitigation measures set forth in the Mitigated Negative Declaration, (5) all building codes, and, (6) if applicable, landscaping requirements, except as may be permitted through approved variances and modifications. Company shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Development Approvals which are standard for and uniformly applied to similar projects in the City.

b. Company understands the approval of this Agreement shall not be deemed or construed as granting any Development Approvals yet to be obtained from City or any other entity having jurisdiction over the Project. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to the Development Approvals, nor does City make any representation or warranty that City will exercise, in any manner or at all, its discretionary police power authority over the Project as to any Development Approvals described in Subsection 5.a. in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee Development Approvals will be issued within any particular time or with or without any particular conditions.

6. TERM OF AGREEMENT. Provided this Agreement remains effective and has not become null and void pursuant to Section 1, unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect for a thirty (30) year period commencing on the Commencement Date. The "Commencement Date" shall be the day that both of the following are true (i) Company has obtained all Development Approvals, and (ii) the Digital Billboards are fully constructed and operational, have electrical power from a permanent source, and have passed the City's final inspection. Company may notify City up to twelve months prior to the expiration date of this Agreement of its desire to extend the term of this Agreement and City and Company shall enter into negotiations and may agree to extend the term of this Agreement pursuant to a mutual agreement in writing upon terms acceptable to both parties. In the event the Parties agree to an extension, it is expressly understood and agreed that, in the event Company is unable to operate the Digital Billboards on the Relocation Site with digital faces at the time of expiration of this Agreement, such extension shall allow operation of the billboard sign structure with non-digital static sign faces. Following termination or expiration of this Agreement and provided no extension of this Agreement is agreed to, within ninety (90) days after the date of the termination or expiration of this Agreement, Company shall, at its sole cost and expense, secure all required permits to, and shall, remove and properly transport the Digital Billboards from the Relocation Site, and not store any portion of the removed Digital Billboards on the Relocation Site or any other location within City's jurisdictional boundaries. The Digital Billboards shall be deemed to have been satisfactorily removed for purposes of this Section 6 so long as no remnants of the sign structures remain visible above ground. If Company fails to remove all of the Digital Billboards from the Relocation Site within ninety (90) days of termination or expiration of this Agreement, as provided above, City shall be entitled to remove the remaining Digital Billboards and dispose of the same. The applicable provisions subsection 11.e., below, shall apply if City is required to exercise its rights to remove and dispose of the Digital Billboards pursuant to this Section.

7. PROCESSING FEE AND MITIGATION FEES.

a. Processing Fee. Within fifteen (15) days after approval of this Agreement by City, Company shall provide City with a payment ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000.00) to defray City's costs in negotiating and preparing this Agreement. The Processing Fee shall be in the form of a non-refundable cashier's check, wire transfer, corporate check, or other instrument approved by City's Finance Director. City shall retain and use the Processing Fee, or any part thereof, for any public purpose within City's discretion. The Processing Fee shall be separate from (i) all business license fees and taxes (due by Company to City annually), (ii) the One-Time Mitigation Fee and Annual Mitigation Fee (as such terms are defined in Section 7.b., below) and (iii) any applicable development fees and charges required by City to review the appropriate permits for the Project, including but not limited to, any duly adopted plan check, building permit and/or other fees imposed by City as part of its normal governmental operations (collectively, the items listed in (iii) are hereinafter referred to as "Development Fees").

b. Mitigation Fees. Company and City agree an up-front, one-time fee and subsequent annual fee paid by Company to City would help mitigate the aesthetic, cultural, economic, and other impacts of the Project on City and the surrounding

community, because those fees will provide City resources to fund the provision and maintenance of other aesthetic improvements and cultural events in the City, including, but not limited to, the provision and continued maintenance of community events, street furniture, bike racks, landscaping within the parks and public rights-of-way, park improvements, banners, public art, and other existing and future improvements within the City. The Parties therefore agree Company shall pay City (i) an up-front one-time mitigation fee in the amount of One Hundred Thousand Dollars (\$100,000.00) ("One-Time Mitigation Fee") and (ii) an annual mitigation fee with respect to each of the East-Facing Digital Billboard and the West-Facing Digital Billboard, as set forth in Exhibit C, hereto, which is incorporated herein by this reference (the "Annual Mitigation Fee"). The One-Time Mitigation Fee shall be paid no later than ninety (90) days after the Company has obtained all Development Approvals required for the Project. The first three (3) installments of the Annual Mitigation Fee shall be paid no later than ninety (90) days after the Commencement Date. Commencing the fourth year following the Commencement Date, and each year thereafter, each remaining installment of the Annual Mitigation Fee shall be made on or before the annual anniversary of that first payment until each of the Annual Mitigation Fee installments have been paid in full. It is expressly understood and agreed that, in the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty (50%) of the Annual Mitigation Fee amount(s) set forth in Exhibit C for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

8. REGULATION BY OTHER PUBLIC AGENCIES. It is acknowledged by the Parties other public agencies, including, but not limited to, Caltrans, are not subject to control by City and may possess authority to regulate aspects of the Project as contemplated herein, and this Agreement does not limit the authority of any of those other public agencies. Company acknowledges and represents, in addition to City's regulations, Company shall, at all times, comply with all applicable Federal, State and local laws and regulations applicable to the Digital Billboards and the Relocation Site. To the extent any such other public agency or agencies preclude development or maintenance of the Project, Company shall have the right to terminate this Agreement by delivery to City of notice of termination, along with evidence reasonably satisfactory to City that the development and/or maintenance of the Project has been precluded by another agency or agencies. Upon delivery of such evidence and notice of termination to the City, this Agreement shall be deemed terminated and Company shall not be further obligated under this Agreement, provided, however, that such termination shall not affect the Company's obligation to pay any Development Fees that have already accrued, to pay the Processing Fee pursuant to Section 7.a., to pay any Mitigation Fees that have already accrued pursuant to Section 7.b., if any, to indemnify and defend the City Parties for any Indemnified Claims and

Liabilities pursuant to Section 9, and/or to remove the Digital Billboards from the Relocation Site in accordance with Section 6, if applicable.

9. INSURANCE AND INDEMNITY.

a. Indemnity. Company, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims against City for damage to property and for injuries to persons in or about the Relocation Site or the Existing Billboard Sites, from any cause relating to Company's activities related to this Agreement; provided that the foregoing shall not be construed to constitute a waiver by Company of any claims against City arising out of City's negligent acts or omissions or willful misconduct or the negligent acts or omissions or willful misconduct of any City Parties (as hereinafter defined). Company shall indemnify, defend and hold harmless City and each of its officers, agents, and employees (collectively the "City Parties") from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, reasonable attorney's fees and court costs (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity not a Party to this Agreement arising out of or in connection with (i) the City's approval of the Project and/or this Agreement, (ii) Company's breach of any of its obligations under this Agreement; (iii) any negligent act or omission of Company, its employees, agents, representatives, or contractors in the performance of Company's obligations or the exercise of Company's rights under this Agreement, and/or (iv) the City's exercise of its rights under Section 6 and subsection 11.e of this Agreement. Indemnified Claims and Liabilities shall include, without limitation, any action or challenge brought for any reason by a third party, including but not limited to any person with an interest in the Existing Billboards, the Existing Billboard Sites or the Relocation Site, against this Agreement or against City Parties, that is directly or indirectly related to City's approval of this Agreement or the exercise by City of its rights under this Agreement. Notwithstanding the foregoing provisions of this subsection 9(a), in the event any third-party claim, action or proceeding seeking to set aside, void, annul or otherwise challenge the validity of the Agreement and/or the City's approval of the Project or the Agreement is brought against the City and/or any City Parties prior to Company's installation of the Digital Billboards on the Relocation Site, Company shall have the right, exercisable in its sole discretion by delivery of notice to City within ten (10) business days after Company's receipt of notice of such third-party claim, action or proceeding from City, to terminate this Agreement and withdraw all applications for permits and/or approvals related to the Project, in which event this Agreement shall be deemed terminated and null and void as of the date specified in such notice to City. In the event that this Agreement shall be so terminated after Company shall have removed the Existing Billboards from the Existing Billboard Sites in accordance with the provisions of this Agreement, then City hereby expressly agrees that Company shall be entitled, at its sole cost and expense, to re-install the Existing Billboards (or billboards of the same type and size) at the same locations on the Existing Billboard Sites and that such billboards, once re-installed, shall be deemed to have the same legal nonconforming status as the Existing Billboards, had they not been removed.

b. Company will defend, with counsel reasonably approved by the City, any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein once notified of the existence of such claims by the City and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

c. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, subcontractors or employees.

d. Covenant Not To Sue. The Parties to this Agreement, and each of them, agree this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

e. Third Party Challenge. In the event of a third-party challenge to this Agreement, and a final court order or judicially approved settlement resulting in the removal of one or more Digital Billboards, Company shall be entitled, in its sole discretion, to replace the removed Digital Billboard(s) with a non-digital billboard sign face or faces in accordance with subsection D(3)(l) of GGMC Section 9.20.110. If Company exercises such right, then Company shall pay the City the reduced Annual Mitigation Fee for the replacement non-Digital Billboard in accordance with Subsection 7.b. and the City shall not be entitled to claim any lost revenues or damages as a result of such election by Company.

Notwithstanding any other provision of this Agreement, Company's indemnification and defense obligations as set forth in this Agreement shall survive the termination of this Agreement.

f. Insurance. Prior to commencing removal of any of the Existing Billboards and/or installation of the Digital Billboards on the Relocation Site, and during the entire term of this Agreement, without any period of lapse, Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City, the following policies of insurance:

- i. Commercial General Liability Insurance. A policy or policies of commercial general liability insurance written on a per occurrence basis with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate, including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations, and not excluding XCU. **Claims made and modified occurrence policies are not acceptable.** Insurance companies must be reasonably acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. The Commercial General Liability policy(ies) shall

name the City Parties as additional insureds. Each insurer shall waive its rights of subrogation against the City Parties. Any excess liability policies shall follow form. If the Company maintains higher insurance limits than the minimums shown above, the Company shall provide coverage for the higher insurance limits otherwise maintained by the Company.

- ii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California. The insurer shall waive its rights of subrogation against the City Parties.

The Commercial General Liability Insurance policy(ies) of insurance shall, either as part of each policy or by endorsement (i) name the City Parties as additional insureds, (ii) provide that the policy shall be primary and noncontributing with any other insurance or self-insurance program available to the City Parties with respect to liabilities assumed by Company under this Agreement, (iii) include a severability of interest clause, (iv) provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds, (v) provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on the policy or any extension thereof, and (vi) contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty-days' (30-days') in advance.

Within five (5) business days after the execution of this Agreement and within at least thirty (30) days after the renewal of any such policy, Company shall provide City with certificates of insurance evidencing the required coverages and with endorsements reasonably acceptable to the City affording additional insured status to the City Parties.

10. OWNERSHIP OF IMPROVEMENTS. The Existing Billboards and the Digital Billboards (and all equipment appurtenant thereto) shall be and remain the property of Company. Company's rights and powers with respect to the Digital Billboards (and all equipment appurtenant thereto) are subject to the terms and limitations of this Agreement and the Garden Grove Municipal Code.

11. GENERAL PROVISIONS.

a. Assignment. Company may only assign or otherwise transfer this Agreement, or its interest in the Digital Billboards or any part of its interest in the New Digital Billboard Site, to any other person, firm, or entity, upon presentation to City of an assignment and assumption agreement in a form reasonably acceptable to City's City Attorney and receipt of City's written approval of such assignment or transfer by City's City Manager, provided, however, that Company may, from time to time and one or more times, assign this Agreement, to one or more persons or entities without City approval, but with written notice to City, as long as Company, or entities owned or controlled by it have and maintain at least a fifty-one percent (51%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, City

shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to City: City of Garden Grove
Attn: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

With a Copy to: City of Garden Grove
Attn: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

If to Company: OUTFRONT Media, LLC
1731 Workman Street
Los Angeles, CA 90031
Attn: Chris Steinbacher

With a Copy to: OUTFRONT Media, LLC
405 Lexington Avenue
17th Floor
New York, New York 10174
Attn: General Counsel

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Execute. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement, and that by executing this Agreement, the Parties are formally bound

e. Termination. This Agreement may be terminated, for good cause, by City or Company if either gives the other Party sixty-days' (60-days) written notice of default and if that default is not corrected (i) on or before ten (10) days after receipt of the notice for non-payment of any amount due and (ii) within sixty (60) days after receipt of the notice for any other default (except in connection with a default which cannot be remedied or cured within said sixty (60) day period, in which event said sixty (60) day period shall be extended for such time as shall be necessary to cure the same, but only if the defaulting Party, within such sixty (60) day period, shall promptly commence and thereafter proceed diligently and continuously to cure such breach).

If this Agreement terminates due to non-performance by City, then (i) any remaining unpaid Annual Mitigation Fee that was due with respect to any period before the date of that termination shall be immediately due and payable to City, (ii) no other Annual Mitigation Fee shall be due, unless Company continues to maintain one or more of the Digital Billboards, (iii) for only what would have been the remaining term of this Agreement had it not been terminated (the "Remaining Term"), all the Digital Billboards installed pursuant to this Agreement shall be treated as legal nonconforming uses, but such uses shall not be subject to abatement pursuant to the Garden Grove Municipal Code, as any other legal non-conforming use and (iv) for only the Remaining Term the Act shall apply to any provisions relating to abatement that may exist from time to time in the Garden Grove Municipal Code and (v) within ninety (90) days after the Remaining Term, the Digital Billboards and all visible supporting equipment shall be removed by Company in accordance with the terms of this Agreement, unless otherwise agreed to by the Parties.

If this Agreement terminates due to non-performance by Company, then (i) any remaining unpaid One-Time Mitigation Fee and/or Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

f. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding, unless in writing and signed by the Parties.

g. Attorneys Fees. In the event of litigation between the Parties arising out of this Agreement, each Party shall bear its own attorneys' fees and costs.

h. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

i. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement

shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California. In the event of litigation to enforce or interpret any terms of this Agreement, such action will be brought in the Superior Court of the County of Orange.

j. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

k. Administration. This Agreement shall be administered and executed by the City's City Manager, or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority but not the obligation to (i) issue interpretations, (ii) waive provisions, (iii) extend time limits, including but not limited to the twelve-month period for effectiveness of this Agreement pursuant to Section 1 and the times for performance specified in the Schedule of Performance, (iv) approve assignment of the Agreement pursuant to Section 11.a.; and to take any action or make any approval to be undertaken by the City pursuant to this Agreement, unless specifically provided otherwise or the context should require otherwise.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

"CITY"

CITY OF GARDEN GROVE

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

Date: _____

By: _____
Chris Steinbacher
Senior Vice President, Real Estate

EXHIBIT "A-1"

**DESCRIPTION OF THE EXISTING BILLBOARDS
AND
THE EXISTING BILLBOARD SITES**

EXHIBIT "A-1"



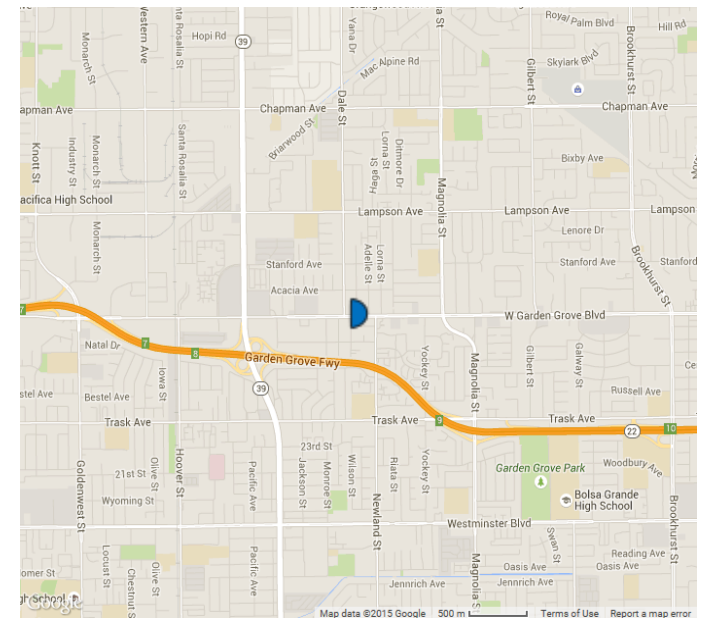
Size: 14'x48'

Distance between panel & ground :30'

Overall height: 45'

Area: Garden Grove / S5 Orange Count

Illuminated: Yes





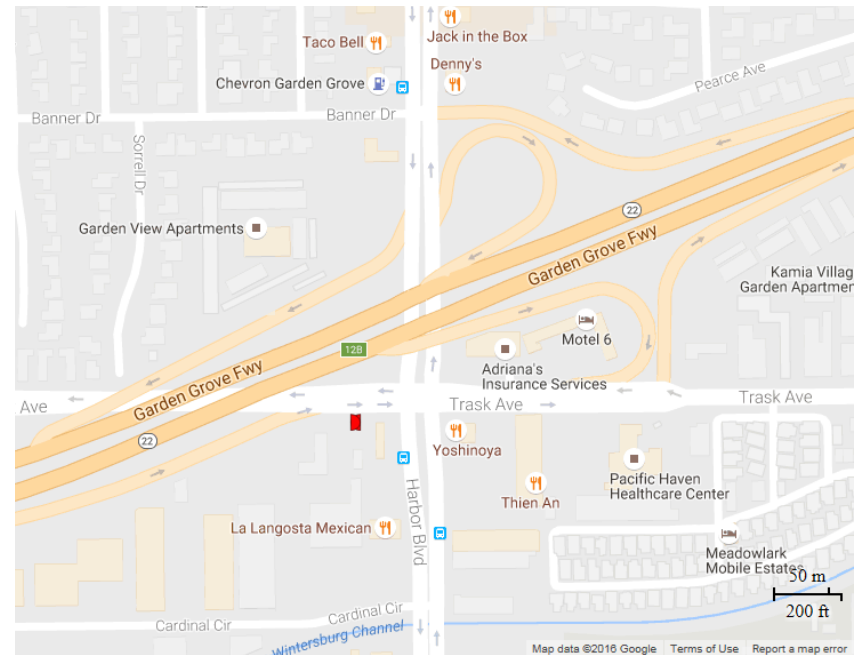
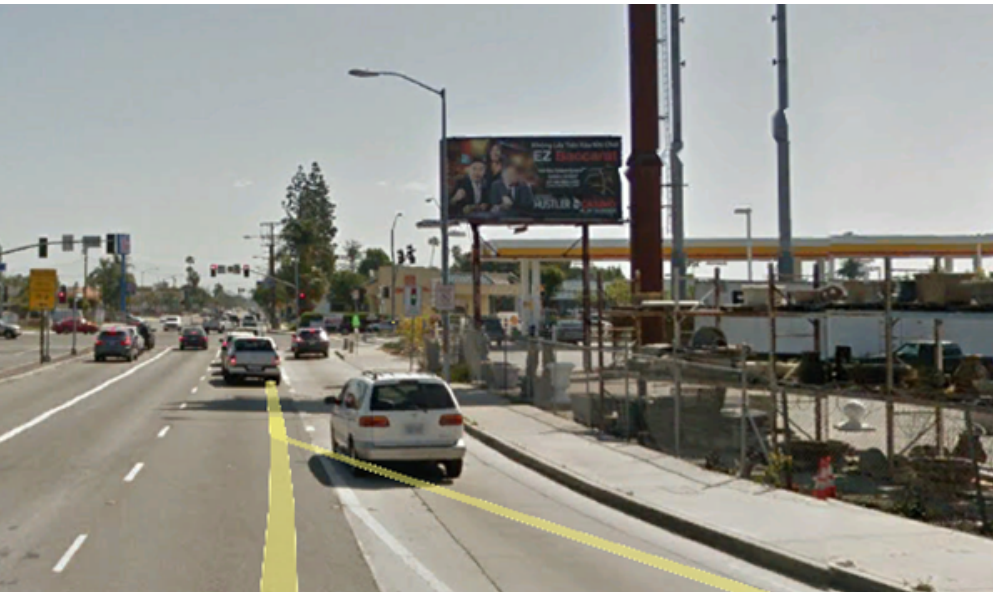
Size: 12'x25'

Distance between panel & ground: 23'

Overall height: 35'

Area: Trask S/L W Harbor Blvd

Illuminated: Yes





Size: 12'x25'

Distance between panel & ground : 21'

Overall height: 33'

Area: GARDEN GROVE & JOSEPHINE

Illuminated: Yes

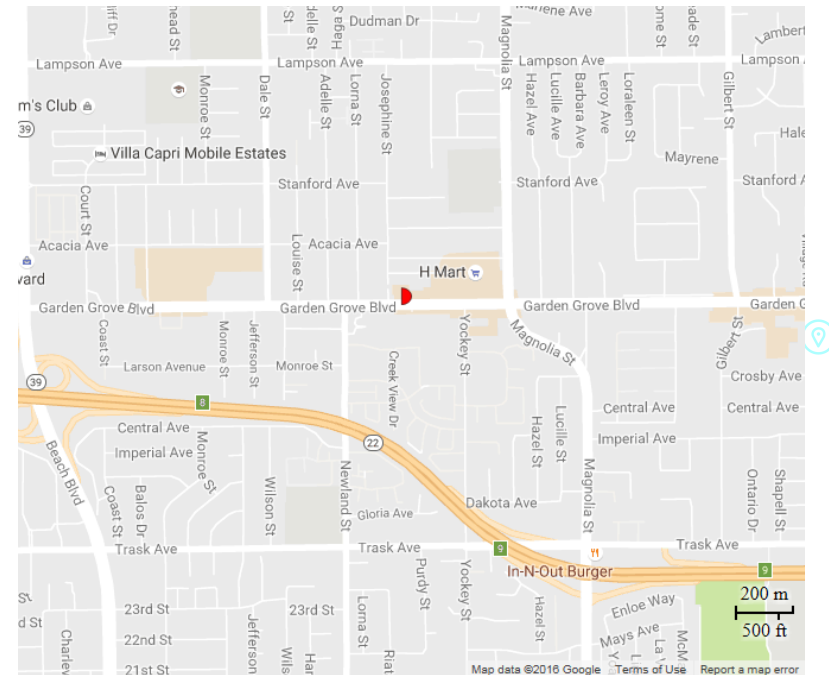
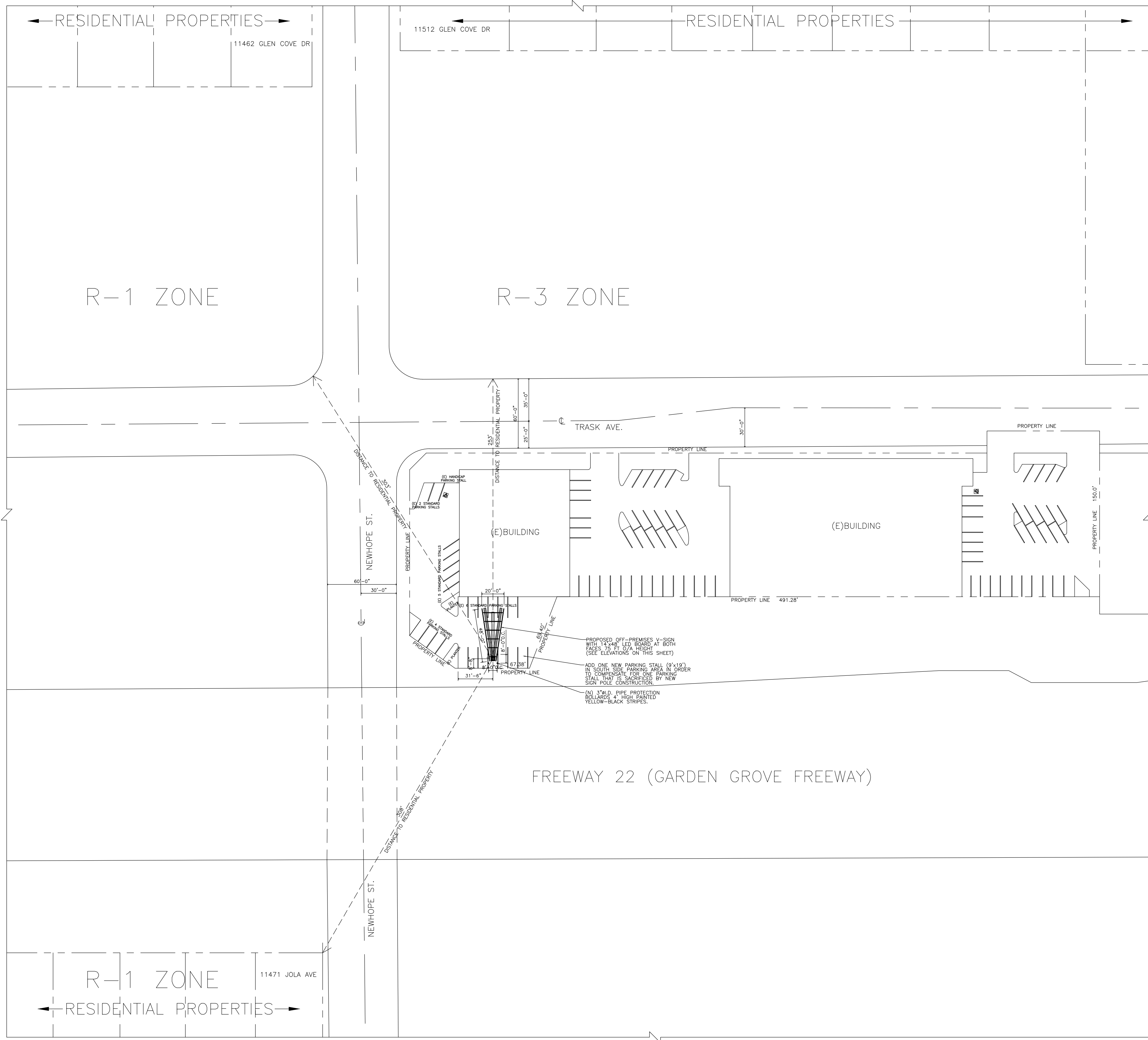


EXHIBIT "A-2"
DESCRIPTION OF THE DIGITAL BILLBOARDS
AND
THE RELOCATION SITE

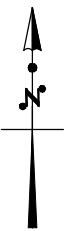
SEE ATTACHED

EXHIBIT "A-2"

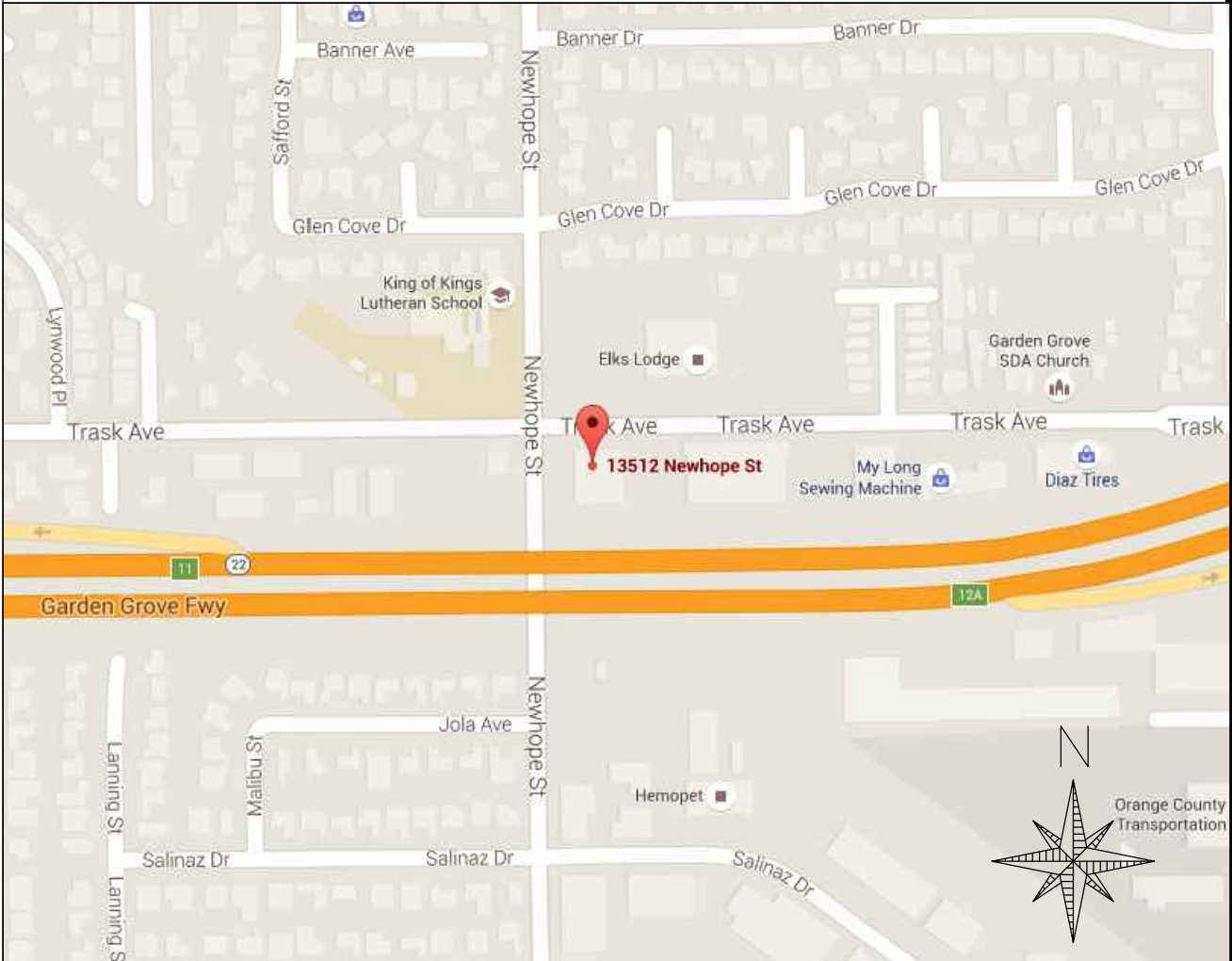


SITE PLAN FOR PROPOSED V-SIGN

1" = 50'-0"



LOCATION MAP

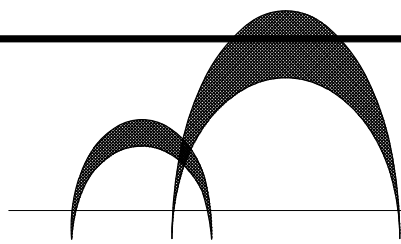


PROJECT INFORMATION

NEW V-SIGN WITH 14'x48' LED ON BOTH FACES
13512 NEWHOPE ST.
GARDEN GROVE, CA 92843
OUTFRONT MEDIA
1731 WORKMAN ST.
LOS ANGELES, CA 90031
APPLICANT: LEEDCO ENGINEERS, INC
3870 BALDWIN AVE.
EL MONTE, CA 91731
M-1
APPLICABLE 2013 CBC
2014 LA COUNTY FIRE CODE
WITH LOCAL AMENDMENTS
DESCRIPTION: 100-125-02
LOT AREA: 86,248 S.F.

- TOTAL BLDG AREA: 38,250 S.F.
- (E) BUILDING 1: 11,500 S.F.
- (E) BUILDING 2: 26,750 S.F.
- BLDG HEIGHT: 25'-0"
- NO. OF STORY: 1-STORY

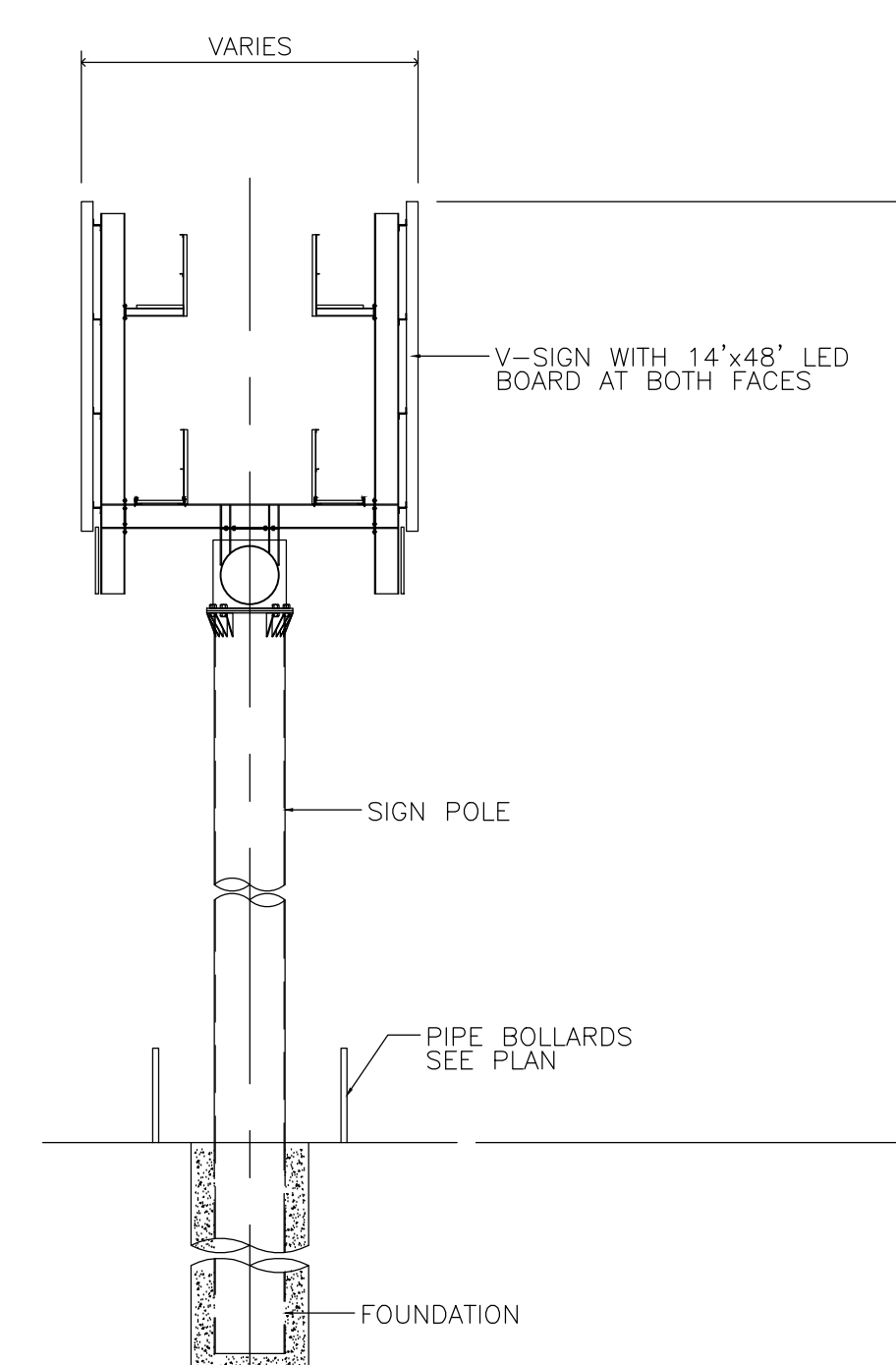
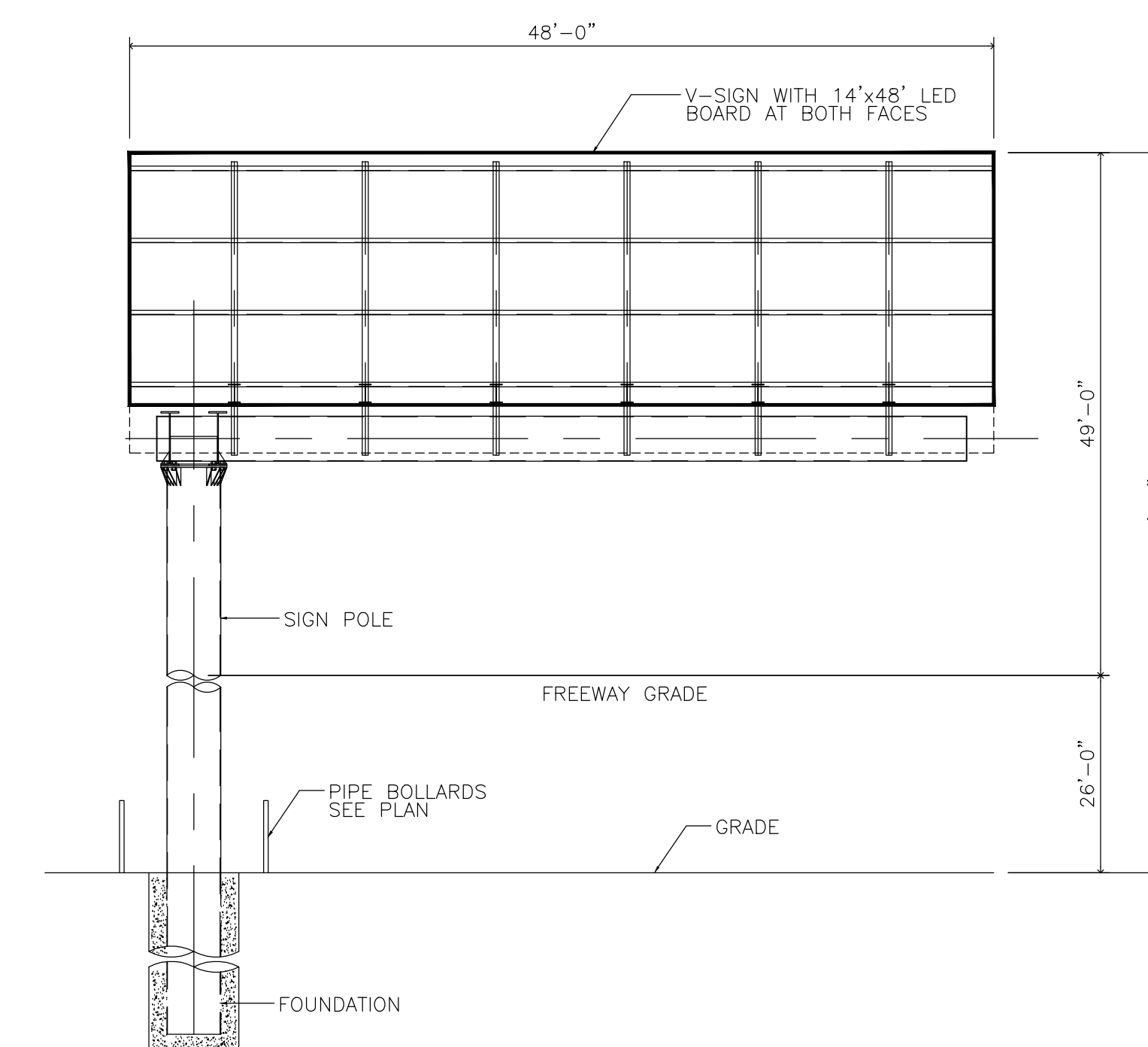
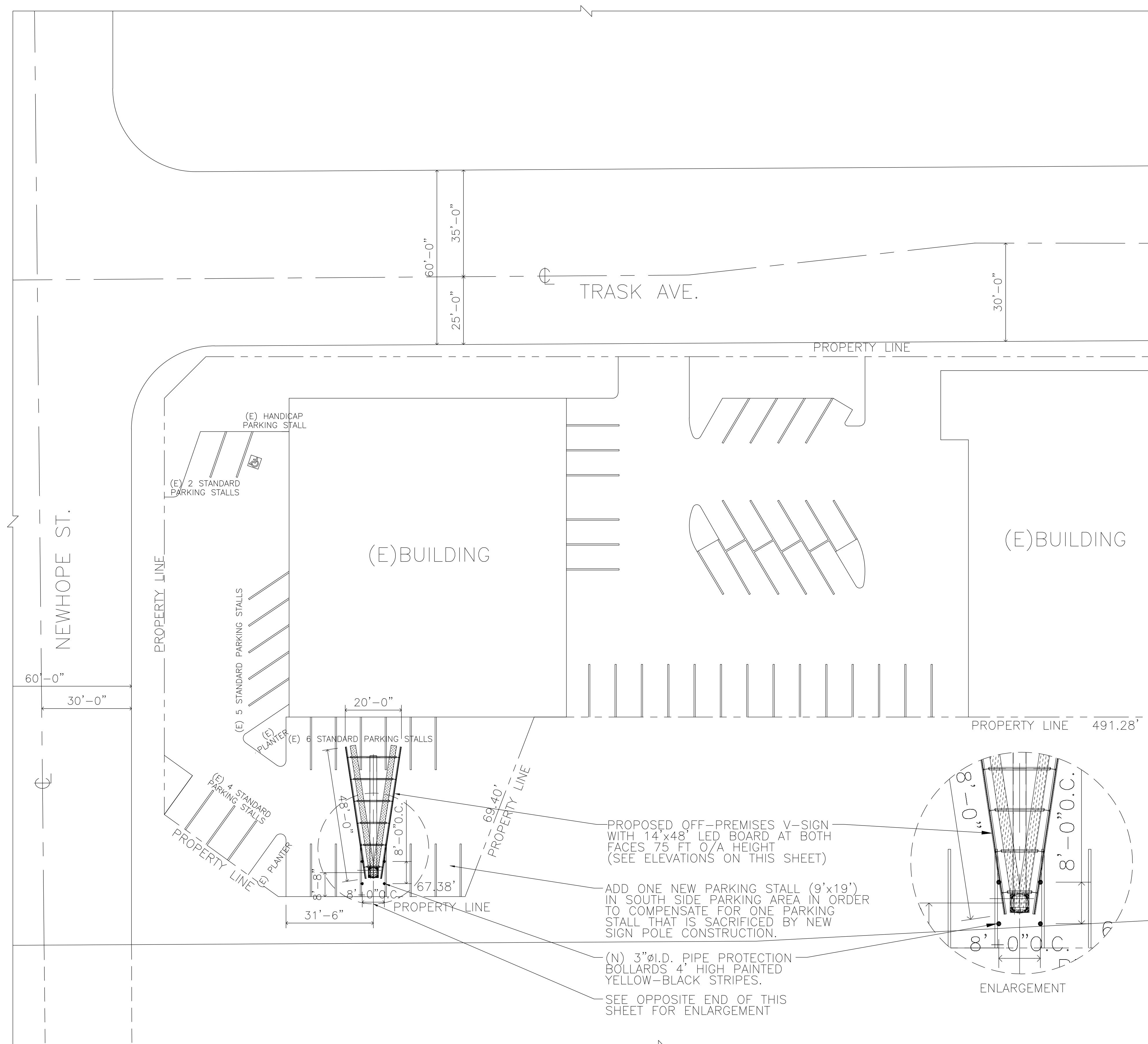
THESE DRAWINGS AS INSTRUMENT OF SERVICE ARE THE PROPERTY OF LEEDCO ENGINEERS AND SHALL NOT BE REPRODUCED WITHOUT THE CONSENT OF DR. C. D. LEE.



LEEDCO ENGINEERS, INC.
STRUCTURES • FOUNDATIONS
3870 BALDWIN AVE., EL MONTE, CA. 91731 (626) 448-7870

TITLE	NEW V-SIGN WITH 14'x48' LED ON BOTH FACES
OWNER	OUTFRONT MEDIA
JOB ADDRESS	13512 NEWHOPE ST. GARDEN GROVE, CA 92843

APPROVED BY:	JOB NO.:	SHEET
C. D. LEE	7665	1
DRAWN BY:	DATE:	OF
J.G.	06-20-16	2



NOTES

1. UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE, THE CONTRACTOR SHALL CALL FOR DIG-ALERT PRIOR TO ANY EXCAVATION IN ORDER TO VERIFY THE EXACT LOCATIONS OF THE UNDERGROUND FACILITIES.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD FOR PROPER COORDINATION OF WORK.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<i>Items to be Performed</i>	<i>Performance Time</i>
Permanent Removal of Existing Billboards.	To be completed prior to commencement of installation and construction of the Digital Billboards upon the Relocation Site and after receipt of all Development Approvals (including Caltrans permits).
Commencement of installation and construction of the Digital Billboards.	Within twelve (12) months after the Effective Date of this Agreement, subject to extension by mutual agreement of the Parties pursuant to the terms of Section 1 of this Agreement. In the event the Development Approvals are not obtained prior to this date, Company shall have no obligation to commence installation and construction of the Digital Billboards and no obligation to remove the Existing Billboards.
Completion of installation and construction of the Digital Billboards. (Completion shall mean when the installation and construction work has received final inspection from City's Building Division.)	Within ninety (90) days after commencement of installation and construction of the Digital Billboards, or such later date as authorized by City's City Manager.

EXHIBIT "C"

ANNUAL MITIGATION FEE

YEAR	Annual Increase	East Face	West Face	Total
1	0.00%	\$ 50,000.00	\$ 50,000.00	\$100,000.00*
2	0.00%	\$ 18,333.33	\$ 18,333.33	\$ 36,666.66*
3	2.25%	\$ 18,745.83	\$ 18,745.83	\$ 37,491.66*
4	2.25%	\$ 19,167.61	\$ 19,167.61	\$ 38,335.22
5	2.25%	\$ 19,598.88	\$ 19,598.88	\$ 39,197.76
6	2.25%	\$ 20,039.86	\$ 20,039.86	\$ 40,079.71
7	2.25%	\$ 20,490.75	\$ 20,490.75	\$ 40,981.51
8	2.25%	\$ 20,951.80	\$ 20,951.80	\$ 41,903.59
9	2.25%	\$ 21,423.21	\$ 21,423.21	\$ 42,846.42
10	2.25%	\$ 21,905.23	\$ 21,905.23	\$ 43,810.47
11	2.25%	\$ 22,398.10	\$ 22,398.10	\$ 44,796.20
12	2.25%	\$ 22,902.06	\$ 22,902.06	\$ 45,804.12
13	2.25%	\$ 23,417.35	\$ 23,417.35	\$ 46,834.71
14	2.25%	\$ 23,944.25	\$ 23,944.25	\$ 47,888.49
15	2.25%	\$ 24,482.99	\$ 24,482.99	\$ 48,965.98
16	2.25%	\$ 25,033.86	\$ 25,033.86	\$ 50,067.72
17	2.25%	\$ 25,597.12	\$ 25,597.12	\$ 51,194.24
18	2.25%	\$ 26,173.06	\$ 26,173.06	\$ 52,346.11
19	2.25%	\$ 26,761.95	\$ 26,761.95	\$ 53,523.90
20	2.25%	\$ 27,364.09	\$ 27,364.09	\$ 54,728.19
21	2.25%	\$ 27,979.78	\$ 27,979.78	\$ 55,959.57
22	2.25%	\$ 28,609.33	\$ 28,609.33	\$ 57,218.66
23	2.25%	\$ 29,253.04	\$ 29,253.04	\$ 58,506.08
24	2.25%	\$ 29,911.23	\$ 29,911.23	\$ 59,822.47
25	2.25%	\$ 30,584.24	\$ 30,584.24	\$ 61,168.47
26	2.25%	\$ 31,272.38	\$ 31,272.38	\$ 62,544.76
27	2.25%	\$ 31,976.01	\$ 31,976.01	\$ 63,952.02
28	2.25%	\$ 32,695.47	\$ 32,695.47	\$ 65,390.94
29	2.25%	\$ 33,431.12	\$ 33,431.12	\$ 66,862.24
30	2.25%	\$ 34,183.32	\$ 34,183.32	\$ 68,366.64
TOTAL		\$788,627.26	\$788,627.26	\$1,577,254.51

* The Annual Mitigation Fee installment for each of the first three years shall be paid upfront in Year 1.

** In the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty percent (50%) of the Annual Mitigation Fee amount(s) set forth above for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

EXHIBIT "D"



Newhope Digital Billboard Initial Study/Mitigated Negative Declaration

Lead Agency:

City of Garden Grove
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Applicant:

OUTFRONT Media
1731 Workman Street
Los Angeles, CA 90031

Consultant to the City:

MIG, Inc.
1500 Iowa Avenue, Suite 110
Riverside, CA 92507

July, 2016

- This document is designed for double-sided printing. -

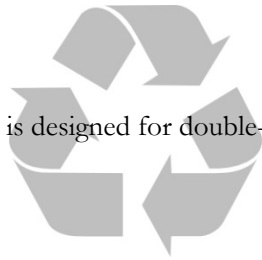


Table of Contents

1 Introduction 1

1.1 – Purpose of CEQA	1
1.2 – Public Comments.....	2
1.3 – Availability of Materials.....	3

2 Project Description 5

2.1 – Project Title.....	5
2.2 – Lead Agency Name and Address	5
2.3 – Contact Person and Phone Number	5
2.4 – Project Location.....	5
2.5 – Project Sponsor's Name and Address	5
2.6 – General Plan Land Use Designation.....	5
2.7 – Zoning District(s)	5
2.8 – Project Description.....	5
2.9 – Surrounding Land Uses	6
2.10 – Environmental Setting	7
2.11 – Other Public Agency Whose Approval Is Required	7
2.12 – Regulatory Provisions.....	7

3 Determination14

3.1 – Environmental Factors Potentially Affected.....	14
3.2 – Determination	14

4 Evaluation of Environmental Impacts.....15

4.1 – Aesthetics	15
4.2 – Agriculture and Forest Resources	25
4.3 – Air Quality.....	27
4.4 – Biological Resources.....	32
4.5 – Cultural Resources	34
4.6 – Geology and Soils	35
4.7 – Greenhouse Gas Emissions	38
4.8 – Hazards and Hazardous Materials.....	40
4.9 – Hydrology and Water Quality.....	43
4.10 – Land Use and Planning.....	46
4.11 – Mineral Resources.....	48
4.12 – Noise.....	49
4.13 – Population and Housing	52
4.14 – Public Services.....	53
4.15 – Recreation	54
4.16 – Transportation and Traffic.....	55
4.17 – Utilities and Service Systems	59
4.18 – Mandatory Findings of Significance	61

5 References 63

5.1 – List of Preparers.....	63
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6 Summary of Mitigation Measures..... 64

7 Appendix Materials 67

Appendix A Air Quality Assessment Data	
Appendix B AB 52 Consultation Letter	

List of Tables

Table 1 Surrounding Land Uses 7

Table 2 South Coast Air Basin Attainment Status – North Orange County 28

Table 3 Maximum Daily Construction Emissions (lbs/day) 29

List of Exhibits

Exhibit 1 Regional Context and Vicinity Map 10

Exhibit 2 Site Plan 11

Exhibit 3 Sign Elevation 12

Exhibit 4 Billboard Removal Map..... 13

Exhibit 5 Visual Impact Simulation 18

1 Introduction

The City of Garden Grove (Lead Agency) has received an application from OUTFRONT Media (Applicant) to allow the construction of a digital billboard located adjacent to State Route 22 (SR-22) in the City of Garden Grove. The billboard would be located on the north side of SR-22 at 13512 Newhope Street, within an existing commercial development located at the southeast corner of Newhope Street and Trask Avenue. The approval of the billboard construction constitutes a *project* that is subject to review under the California Environmental Quality Act (CEQA) 1970 (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

This Initial Study has been prepared to assess the short-term, long-term, and cumulative environmental impacts that could result from approval of the proposed project. This report has been prepared to comply with Section 15063 of the State CEQA Guidelines, which sets forth the required contents of an Initial Study as follow:

- A description of the project, including the location of the project (see Section 2)
- Identification of the environmental setting (see Section 2.10)
- Identification of environmental effects by use of a checklist, matrix, or other methods, provided that entries on the checklist or other form are briefly explained to indicate that there is some evidence to support the entries (see Section 4)
- Discussion of ways to mitigate significant effects identified, if any (see Section 4)
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls (see Section 4.10)
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study (see Section 5)

1.1 – Purpose of CEQA

The body of State law known as CEQA was enacted by the California legislature in 1970. The legislative intent of these regulations is established in Section 21000 of the California Public Resources Code, as follows:

“The Legislature finds and declares as follows:

- a) The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern.
- b) It is necessary to provide a high-quality environment that at all times is healthful and pleasing to the senses and intellect of man.
- c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of the state, including their enjoyment of the natural resources of the state.
- d) The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state takes immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.
- e) Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
- f) The interrelationship of policies and practices in the management of natural resources and waste disposal requires systematic and concerted efforts by public and private interests to enhance environmental quality and to control environmental pollution.
- g) It is the intent of the Legislature that all agencies of the state government which regulate activities of private individuals, corporations, and public agencies which are found to affect the quality of the environment, shall regulate such activities so that major consideration is given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian.

The Legislature further finds and declares that it is the policy of the State to:

- h) Develop and maintain a high-quality environment now and in the future, and take all action necessary to protect, rehabilitate, and enhance the environmental quality of the state.
- i) Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.
- j) Prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history.
- k) Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.
- l) Create and maintain conditions under which man and nature can exist in productive harmony to fulfill the social and economic requirements of present and future generations.
- m) Require governmental agencies at all levels to develop standards and procedures necessary to protect environmental quality.
- n) Require governmental agencies at all levels to consider qualitative factors as well as economic and technical factors and long-term benefits and costs, in addition to short-term benefits and costs and to consider alternatives to proposed actions affecting the environment.”

A concise statement of legislative policy, with respect to public agency consideration of projects for some form of approval, is found in Section 21002 of the Public Resources Code, quoted below:

The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which would avoid or substantially lessen such significant effects. The Legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.

1.2 – Public Comments

The City invites comments from all agencies and individuals regarding the information contained in this Initial Study. Such comments should explain any perceived deficiencies in the assessment of impacts, identify the information that is purportedly lacking in the Initial Study or indicate where the information may be found. All comments on the Initial Study shall be submitted to:

Lee Marino, Senior Planner
City of Garden Grove
Community Development Department
11222 Acacia Parkway, Garden Grove, CA 92840
Phone: (714) 741-5302
Email: leem@ci.garden-grove.ca.us

Following a 30-day period of circulation and review of the Initial Study, all comments would be considered by the City of Garden Grove prior to adoption.

1.3 – Availability of Materials

All materials related to the preparation of this Initial Study are available for public review. To request an appointment to review these materials, please contact:

Lee Marino, Senior Planner
City of Garden Grove
Community Development Department
11222 Acacia Parkway, Garden Grove, CA 92840
Phone: (714) 741-5302

2 Project Description

2.1 – Project Title

Garden Grove Newhope LED Billboard Project

2.2 – Lead Agency Name and Address

City of Garden Grove
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

2.3 – Contact Person and Phone Number

Lee Marino, Senior Planner
Phone: (714) 741-5302

2.4 – Project Location

The digital billboard is proposed to be located on the north side of SR-22 at 13512 Newhope Street (Assessor's Parcel Number 100-125-02). This parcel is located at the southeast corner of Newhope Street and Trask Avenue, and is currently occupied by existing commercial development.

2.5 – Project Sponsor's Name and Address

OUTFRONT Media
1731 Workman Street
Los Angeles, CA 90031

2.6 – General Plan Land Use Designation

Heavy Commercial

2.7 – Zoning District(s)

Planned Unit Development (PUD)-104-72

2.8 – Project Description

The City of Garden Grove has received an application for approval of a site plan, variance, and related relocation agreement for the construction and operation of a new digital billboard pole sign advertising structure adjacent to and abutting SR-22 (see Exhibit 1, Regional and Vicinity Map). The project applicant proposes to remove existing non-electronic billboard sign faces and associated structures in the City at various locations (see Exhibit 4, Billboard Removal Map) and to construct and operate one new outdoor pole sign advertising structure (billboard) utilizing a two-sided digital display. The proposed new relocated billboard would be located on a parcel on the north side of SR-22 (see Exhibit 2, Site Plan) currently occupied by a law firm and auto repair shop. The sign would be approximately 75 feet tall, with a digital display area of approximately 48 feet wide by 14 feet tall (see Exhibit 3, Sign Elevation). While there are single-family residences located to the southwest of the project site on the opposite side

of SR-22, no residential uses are immediately adjacent to the site, and no changes to the existing parcel—other than construction of the billboard—are proposed.

In total, the project includes the removal of five non-electronic billboards (three structures, two of which are double-sided structures). Two of the billboards are bulletin size measuring 14 feet by 48 feet. Three of the billboards are posters measuring 12 feet by 24 feet. The three billboard structures to be relocated/removed consist of: 1) one single-sided billboard located at the northeast corner of Garden Grove Boulevard and Josephine Street (8751 Garden Grove Boulevard); 2) one double-sided billboard located at the northeast corner of Garden Grove Boulevard and Louise Street (8571 Garden Grove Boulevard); and 3) one double-sided billboard located on the west side of Harbor Boulevard adjacent to the south side of Trask Avenue and SR-22 (13551 Harbor Boulevard). All five billboards serve the Los Angeles media market. The proposed new digital billboard sign face measures 14 feet by 48 feet.

Utility connections (electrical) for the new billboard would be provided as part of the proposed project. No structures or buildings other than the sign pole and billboard facing are proposed. Construction of the sign would not require demolition, paving, or grading activities. Construction would include drilling of a hole for the sign pole, pouring of anchors, erection of the sign pole, and installation of the digital LED display atop the sign pole.

If the applicant's site plan and variance application are approved, it is anticipated that the project applicant would enter into a relocation agreement with the City of Garden Grove consistent with the terms of Garden Grove Municipal Code 9.20.110 and conditions of the site plan and variance approvals.

2.9 – Surrounding Land Uses

The construction of new billboards in the City of Garden Grove is prohibited. However, pursuant to Garden Grove Municipal Code Section 9.20.110, the owner of an existing legal non-conforming billboard located within the City may apply to relocate the billboard to another location within the City. Such relocated billboards may be converted to include digital displays if located within the "Garden Grove (22) Freeway Corridor (the area within the City comprised of the land within 300 feet of either edge of the California State Route 22 Freeway right-of-way)." The proposed relocated digital billboard would be located within 300 feet of the SR-22 right-of-way. The billboard would be located on a parcel that is developed with buildings occupied by a law firm and an auto repair shop. Existing development surrounds the project site to the west, east, south, and north. Immediately to the north of the proposed billboard location (on the opposite side of Trask Avenue) is an Elks Lodge community meeting center. To the east of the proposed project location are commercial uses located within the same development as the subject property. These commercial uses include a plumbing service, a marketing service, an auto repair shop, and a printing company. West of the proposed project site (on the opposite side of Newhope Street) is a former single-family residence now used as the headquarters for the Orange County Motorcycle Club; to the west of that is a private self-storage facility. Both areas are zoned for heavy commercial uses. Located immediately to the northwest of the site, on the opposite side of the intersection of Newhope Street and Trask Avenue, is the King of Kings Lutheran Church. This parcel is zoned for low-density residential uses; however, this parcel is designated for Civic/Institutional uses in the City's General Plan. Immediately to the south of the proposed project site is the SR-22 freeway. On the south side of the freeway, opposite the proposed project site, is a Southern California Edison substation. To the west of the substation are single-family homes (southwest of the subject property). The nearest single-family home is located approximately 308 feet to the southwest of the proposed billboard location, at the corner of Newhope Street and Jola Avenue. Table 1 (Surrounding Land Uses) lists the existing land use, General Plan designations, and zoning districts surrounding the project site.

Table 1
Surrounding Land Uses

Direction	General Plan Designation	Zoning District	Existing Land Use
Project Site	Heavy Commercial	Planned Unit Development (PUD-104-72)	Office/Commercial/Auto Repair
North	Medium-Density Residential	R3 (Multi-Family Residential)	Elks Lodge Community Center
Northwest	Civic/Institution	R-1-7 (Low-Density Residential)	Church
South	Industrial	M-1 (Limited Industrial)	SoCal Edison Substation
Southwest	Low-Density Residential	R-1-7 (Low-Density Residential)	Single-Family Homes
East	Heavy Commercial	Planned Unit Development (PUD-104-72)	Plumbing, Marketing, Auto Repaid, Printing
West	Heavy Commercial	M-1 (Limited Industrial)	Motorcycle Club Headquarters

2.10 – Environmental Setting

The proposed digital billboard would be located adjacent to the SR-22 freeway within the Garden Grove (SR-22) Freeway Corridor. Garden Grove is located in north-central Orange County and is bounded by the cities of Stanton and Seal Beach to the west, Anaheim to the north, Santa Ana and Orange to the east, and Westminster and Fountain Valley to the south. SR- 22 traverses the City and provides access to the regional freeway network, which includes Interstate 5 to the east and Interstate 405 to the west. Land uses surrounding Garden Grove are a mix of suburban residential, commercial, and industrial. Garden Grove is fully urbanized, with limited vacant land available for development. The project vicinity is completely urbanized and built out.

2.11 – Other Public Agency Whose Approval Is Required

The applicant will be required to obtain a Department of Transportation Outdoor Advertising Act Permit from the California Department of Transportation.

2.12 – Regulatory Provisions

Federal: The Federal Highway Beautification Act of 1965 (23 U.S.C.131) provides for the control of outdoor advertising, including removal of certain types of signs, along the interstate highway system. The Act is enforced by the Federal Highway Administration (FHWA). As part of its enforcement effort, the FHWA has entered into agreements regarding the Act with state departments of transportation. The agreements with California are described under State provisions, below.

In addition, the FHWA has responded to the development of signs that present changing messages, either mechanically or digitally, with an interpretation of its agreements with the states pursuant to the Highway Beautification Act. The FHWA discussed changeable message signs in a Memorandum dated July 17, 1996, concluding that a state could reasonably interpret the provisions of its agreement with the FHWA “...to allow changeable message signs.”

The FHWA issued a subsequent memorandum on September 25, 2007 on the subject of off-premises changeable electronic variable message signs (CEVMS). The memorandum stated that proposed laws, regulations, and procedures that allowed changeable message signs subject to acceptable criteria would not violate the prohibition on “intermittent, flashing, or moving” signs as used in the state agreements. The 2007 memorandum identified ranges of acceptability relating to key location and operational characteristics, which have resulted in consistent basic guidelines throughout the country:

- **Brightness:** The sign brightness should be adjusted to respond to changes in light levels.
- **Duration of Message:** Duration of display is generally between 4 and 10 seconds; 8 seconds is recommended.
- **Transition Time:** Transition between messages is generally between 1 and 4 seconds; 1 to 2 seconds is recommended.
- **Spacing:** Spacing between signs should not be less than the minimum specified for other billboards, or greater if deemed required for safety.
- **Locations:** Location criteria are the same as for other signs unless it is determined that specific locations are inappropriate.

The memorandum also refers to other standards that have been found helpful to ensure driver safety, including a default designed to freeze the display in one still position if a malfunction occurs; a process for modifying displays and lighting levels where directed by the state departments of transportation to assure safety of the motoring public; and requirements that a display contain static messages without movement such as animation, flashing, scrolling, or intermittent or full-motion video.

State: The California Department of Transportation (Caltrans) is involved in the control of off-site displays along state highways. Such displays advertise products or services of businesses located on properties other than that which the display is located. Caltrans does not regulate on-site displays. The California Outdoor Advertising act contains a number of provisions relating to the construction and operation of billboards:

- The sign must be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface (§5401).
- No sign shall display any statements or words of an obscene, indecent, or immoral character (§5402).
- No sign shall display flashing, intermittent or moving light or lights (§5403[h]).
- Signs are restricted from areas within 300 feet of an intersection of highways or of highway and railroad right-of-ways, but a sign may be located at the point of interception, as long as a clear view is allowed for 300 feet, and no sign shall be installed that would prevent a traveler from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway (§5404).
- Message center signs may not include any illumination or message change that is in motion or appears to be in motion or that changes or exposes a message for less than four seconds. No message center sign may be located within 500 feet of an existing billboard, or 1,000 feet of another message center display, on the same side of the highway (§5405).
- No advertising display may be placed or maintained on property adjacent to a section of a freeway that has been landscaped if the advertising display is designed to be viewed primarily by persons traveling on the main-traveled way of the landscaped freeway (§ 5440).

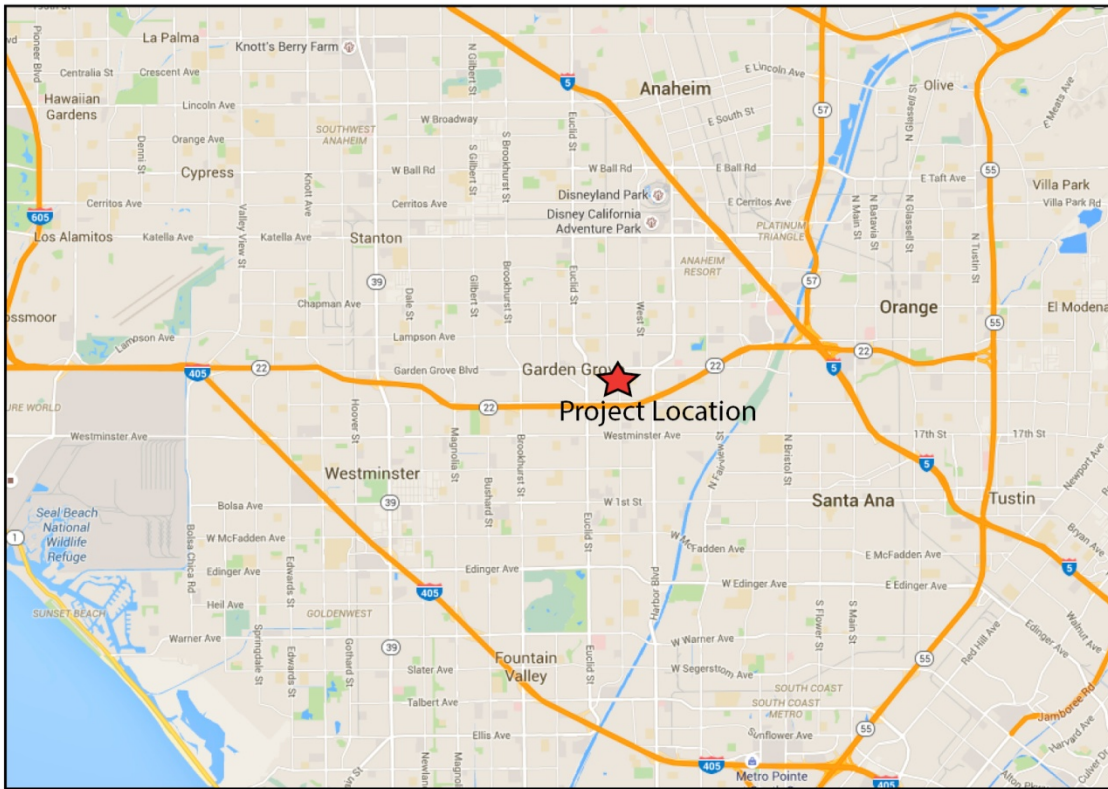
Some freeways are classified as “landscaped freeways.” A landscaped freeway is defined as one that is now, or may in the future be, improved by the planting of lawns, trees, shrubs, flowers, or other ornamental vegetation requiring reasonable maintenance on one or both sides of the freeway (§5216). Off-premise displays are not allowed along landscaped freeways except when approved as part of relocation agreements. However, Caltrans has interpreted these provisions as allowing new billboards along such freeway segments if a relocation agreement has been approved pursuant to §5412 of the Outdoor Advertising Act.

Additional restrictions on outdoor signage are found in the California Vehicle Code. Vehicle Code §21466.5 prohibits the placing of any light source “...of any color of such brilliance as to impair the vision of drivers upon the highway.” Specific standards for measuring light sources are provided. The restrictions may be enforced by Caltrans, the California Highway Patrol, or local authorities.

The FHWA has entered into written agreements with various states as part of implementation of the Highway Beautification Act, including written agreements dated May 1965 and February 1968. The agreements generally provide that the State would control the construction of all outdoor advertising signs, displays, and devices within 660 feet of the interstate highway right-of-way. The agreements provide that such signs shall be erected only in commercial or industrial zones, and are subject to the following restrictions:

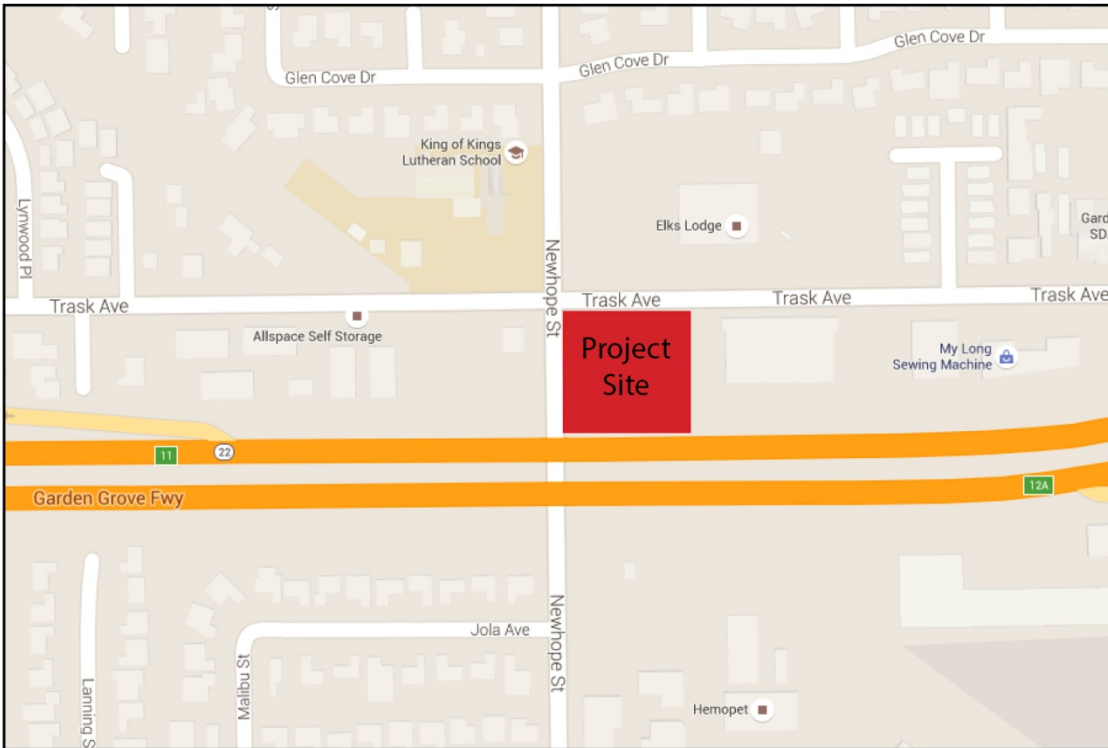
- No signs shall imitate or resemble any official traffic sign, signal, or device, nor shall signs obstruct or interfere with official signs.
- No signs shall be erected on rocks or other natural features.
- Signs shall be no larger than 25 feet in height and 60 feet in width, excluding border, trim, and supports.
- Signs on the same side of the freeway must be separated by at least 500 feet.
- Signs shall not include any flashing, intermittent or moving lights, and shall not emit light that could obstruct or impair the vision of any driver.

California regulates outdoor advertising in the Outdoor Advertising Act (Business and Professions Code §5240 et seq.). Caltrans enforces the law and regulations. Caltrans requires applicants for new outdoor lighting to demonstrate that the owner of the parcel consents to the placement sign, that the parcel on which the sign would be located is zoned commercial or industrial, and that local building permits are obtained and complied with. A digital billboard is identified as a “message center” in the statute, which is an advertising display where the message is changed more than once every two minutes, but no more than once every four seconds (Business and Professions Code §5216.4).



Source: Google Maps

Regional



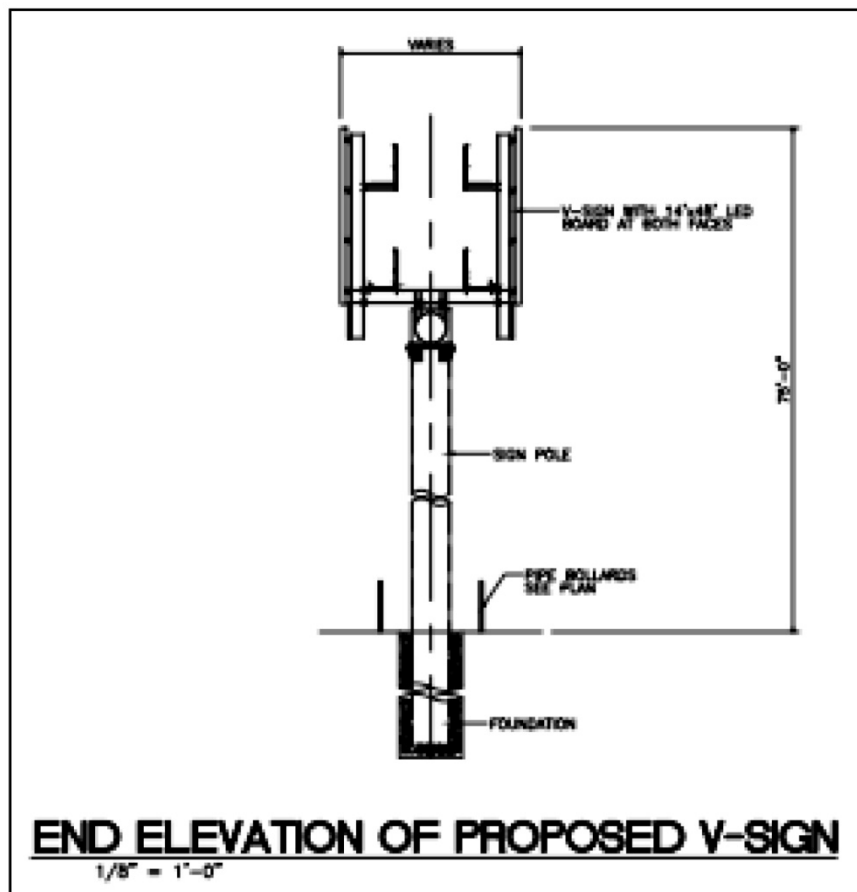
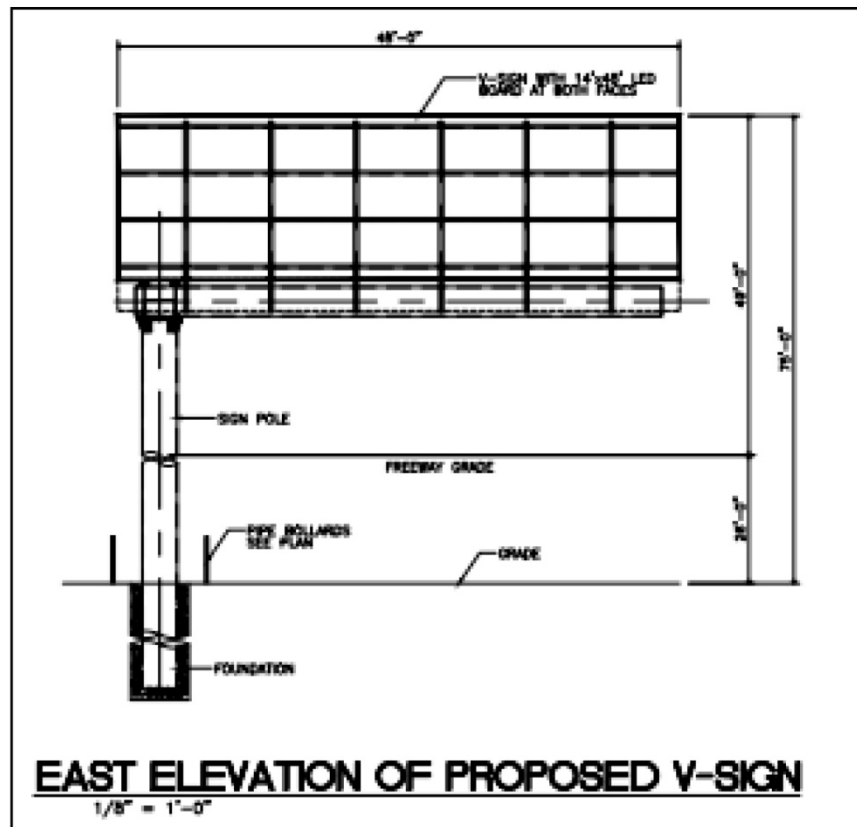
Source: Google Maps

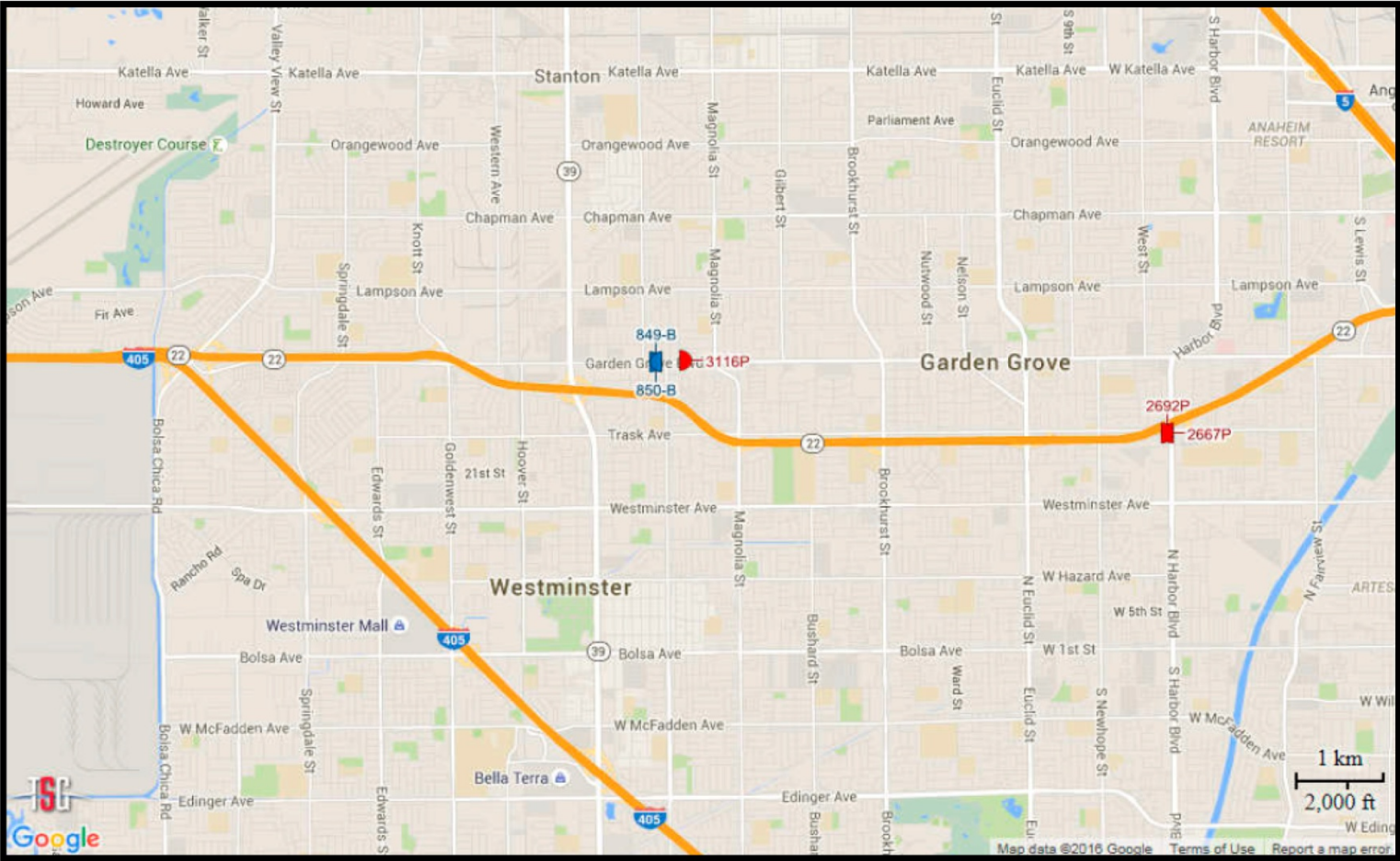
Vicinity



Exhibit 1 Regional and Vicinity Map

Newhope Digital Board Project
Garden Grove, California





Icon	#	Unit	Location Description	Media	Market
	1	849-B	Garden Grove NE/L Louise #2	Bulletins 14x48	Los Angeles
	2	850-B	Garden Grove NE/L Louise #1	Bulletins	Los Angeles
	3	3116P	Garden Grove & Josephine Ne	Posters 12x24	Los Angeles
	4	2667P	Trask S/L 125 W Harbor Blvd	Posters	Los Angeles
	5	2692P	Trask S/L 125 W Harbor Blvd	Posters	Los Angeles

Exhibit 4 Billboard Removal Map



3 Determination

3.1 – 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 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

3.2 – Determination

<input type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input checked="" type="checkbox"/>	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 would be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.

Name: Lee Marino, Senior Planner

Date

4 Evaluation of Environmental Impacts

4.1 – Aesthetics

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) **Less Than Significant Impact.** Scenic vistas can be impacted by development in two ways. First, a structure may be constructed that blocks the view of a vista. Second, the vista itself may be altered (i.e., development on a scenic hillside). The Garden Grove 2030 General Plan does not identify any scenic vistas within the City.¹ Therefore, the Garden Grove (SR-22) freeway corridor, within which the proposed sign would be constructed, is not considered to be within or to comprise a portion of a scenic vista.

The primary scenic view from the proposed project site is of the San Gabriel Mountains to the north and the Santa Ana Mountains to the east. The proposed project is located on fully developed site, next to the SR-22 freeway, within a fully urbanized area visually dominated by commercial land uses and surface street features. Views of the San Gabriel Mountains and Santa Ana Mountains are already partially or completely obscured by existing development and landscaping. Development of the proposed project would be generally consistent in type and scale with existing surrounding commercial and industrial development, as there are multiple large commercial and industrial buildings in the vicinity. Furthermore, as views of the mountains to the north and east are currently not available at these locations, the project would not substantially block any scenic views.

Typical analysis of impacts to scenic vistas includes visual assessment through visual simulations. The nearest location that would be impacted by the proposed billboard is an Elk's Lodge community center located on the opposite side of Trask Avenue, north of the project site. There are also single-family residences located to the southwest at the corner of Newhope Street and Jola Avenue. Moreover, a church located to the northwest is on a

¹ City of Garden Grove. *Garden Grove General Plan 2030*.

property zoned for residential uses. None of these locations is situated such that they would have views of the mountains to the north or east. Even though the Elks Lodge and church are zoned for medium- and low-density density residential uses, respectively, they are currently not occupied by residential uses, and the church site is designated Civic/Institutional Use on the General Plan land use policy map. The Elks Lodge parking lot is currently used for off-street recreational vehicle parking/storage.

As shown in Exhibits 5a through 5f (Visual Impact Simulation), the proposed billboard would not have a substantial adverse effect on views of a scenic vista from these locations. The digital billboard faces would be oriented in an east-west direction, such that they would point into the view path of vehicles traveling in both directions on SR-22. Moreover, the proposed sign would be blocked from view of the single-family residences to the southwest by an existing sound wall that runs along SR-22 (see Exhibits 5e and 5f). The only portion of the sign that would be visible from these residences would be the sign pole and pylon, as well as a small portion of the top of the sign. However, as previously stated, the digital sign faces will be oriented in an east-west direction and will be blocked from view by the existing sound wall barrier that runs along the top of SR-22. Adherence to the height restrictions and City Code Standards (Municipal Code Section 9.20.110: Billboards) of the Garden Grove (SR-22) Freeway Corridor, as well as the standards set out in the Outdoor Advertising Act and the Business and Professions Code §5240 et seq., would ensure that impacts to scenic vistas would be less than significant.

b) **No Impact.** The proposed digital Billboard would not be located adjacent to a designated state scenic highway or eligible state scenic highway, as identified on the California Scenic Highway Mapping System.² Moreover, the Garden Grove 2030 General Plan does not identify any scenic resources within the City.³ The proposed digital Billboard would be located in a fully developed, urbanized area that contains no scenic resources. Therefore, no impact to scenic resources visible from a state scenic highway would occur.

c) **Less Than Significant Impact.** Development of the proposed billboard could result in a significant impact if it resulted in substantial degradation of the existing visual character or quality of the site and its surroundings. Degradation of visual character or quality is defined by substantial changes to the existing site appearance through construction of structures such that they are poorly designed or conflict with the site's existing surroundings.

Operation of the proposed billboard would not substantially alter the existing visual character of the site or area, as the proposed billboard would be located adjacent to commercial land uses. These types of signs are common in urban areas adjacent to freeways and other high-traffic volume roadways, and the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that proposed, with no apparent adverse effect. The project site is currently occupied by a commercial building that houses a law firm and an auto repair shop. Development of the proposed sign on this site would not substantially alter the existing visual character of the area. All existing building features on the site would be retained with development of the proposed project. The proposed sign would be reviewed by City staff as part of the approval process, and design parameters would be imposed by the City based on Section 9.20.110 of the Municipal Code (Billboards).⁴ The finished grade of the adjacent SR-22 Freeway is 60 feet, including the existing sound wall barrier. The proposed billboard would not exceed 75 feet in height, as measured from finished grade to the top of the billboard structure, as regulated in the City's Municipal Code standards. Generally, highway-oriented signs, such as the proposed digital billboard, are part of the urban landscape. In fact, the City has approved a similar digital billboard that is currently located to the southeast of the proposed billboard and on the opposite side of SR-22 (see Exhibit 5a). Also, several billboards exist today along the SR-22 through Garden Grove, five of which would be removed as part of the relocation agreement for the subject project. Given the prevalence of highway-oriented

² California Department of Transportation. California Scenic Highway Mapping System: Orange County. [Accessed April 2016].

³ City of Garden Grove. *Garden Grove General Plan 2030*.

⁴ City of Garden Grove. *Garden Grove Municipal Code*, 2016.

commercial uses in the project vicinity and along SR-22, the new proposed LED billboard is not considered demonstrably negative in character such that it could degrade the existing visual character of the site or surrounding area. Moreover, as previously mentioned, five existing billboard signs would be removed from the project vicinity as part of the proposed project. Additionally, as discussed above, the signs would not conflict with any protected views and would be consistent in character with surrounding uses. Impact would be less than significant.

d) Less Than Significant Impact with Mitigation Incorporated. Excessive or inappropriately directed lighting can adversely impact night-time views by reducing the ability to see the night sky and stars. Glare can be caused from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists). Digital billboards rely on LED (light-emitting diode) technology to display messages on a display screen. The lighting of any proposed digital billboard sign would be designed to make the message display visible to passing motorists.

As mentioned above, the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that being proposed, with no apparent adverse effect on the surrounding area. While the City does not have zoning ordinance regulations specifically regulating light from advertising signs, Section 9-20-110(B)(2)(f) of the Garden Grove Municipal Code states that lighting “shall not result in an adverse aesthetic or illumination nuisance upon any surrounding residential neighborhood.” Furthermore, Municipal Code Section 9-20-110(D)(3)(i) establishes brightness criteria for Billboard Digital Displays. To comply with these standards and guidelines, Mitigation Measure AE-1 and AE-2 are included. With mitigation incorporated, impacts would be less than significant.

LED billboard technology allows sign brightness to be adjusted automatically depending on ambient lighting and weather conditions. The display, for example, is brighter in the daytime than at night-time and responds to changes in the ambient light conditions.

The proposed digital billboard would require a Department of Transportation Outdoor Advertising Act Permit from Caltrans. As a condition of that permit, digital billboard signs are required to comply with the brightness requirements outlined in the Outdoor Advertising Act in that the illumination shall not be of such brilliance or so positioned as to cause a hazardous condition on adjacent highways. The standard used by Caltrans for enforcing sign brightness is as follows:

“The brightness reading of an objectionable light source shall be measured with a 1½ degree photoelectric brightness meter placed at the driver’s point of view. The maximum measured brightness of the light source within 10 degrees from the driver’s normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver’s field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lamberts shall not exceed 500 plus 100 times the angle, in degrees, between the driver’s line of sight and the light source.”⁵

Although these restrictions have been imposed for traffic safety reasons, the resulting controls effectively regulate the operation of digital billboard signs to ensure that individual signs do not create a substantial new source of light or glare.

⁵ California Business and Professions Code Section 5403 and California Vehicle Code Section 214466.5. [Accessed April 2016].



Exhibit 5a Visual Impact Simulation Location Map



Existing Conditions



Proposed Sign

Exhibit 5b Visual Impact Simulation (Location 1)



Existing Conditions



Proposed Sign

Exhibit 5c Visual Impact Simulation (Location 2)



Existing Conditions



Proposed Sign

Exhibit 5d Visual Impact Simulation (Location 3)

Newhope Digital Business Project
 Garden Grove, California



Existing Conditions



Proposed Sign

Exhibit 5e Visual Impact Simulation (Location 4)



Existing Conditions



Proposed Sign

Exhibit 5f Visual Impact Simulation (Location 5)

Development of the proposed digital billboard would comply with guidelines of the Outdoor Advertising Association of America (OAAA). These guidelines specify that lighting levels from a digital billboard would not exceed 0.3 foot-candles over ambient levels, as measured using a foot-candle meter at a pre-set distance based on the size of the sign. (Foot-candles is a standard measurement of light used.)The OAAA guidelines draw from recommendations in the OAAA-commissioned report, Digital Billboard Recommendations and Comparisons to Conventional Billboards.⁶ This report developed a method for specification of brightness limits for LED signs based on accepted practice by the Illuminating Engineering Society of North America (IESNA). The report established criteria for brightness limits based on billboard-to-viewer measurements for standardized billboard categories. The recommended brightness level is 0.3 foot-candles above ambient light conditions. Illuminance can be measured simply by using a foot-candle meter held at a height of approximately five feet and aimed towards a sign consistent with the sign-to-viewer distance. A reading of no more than 0.3 foot-candles above ambient light conditions would indicate compliance.

Mitigation Measures

AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

AES-2: Signs shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.

⁶ Lewin, Ian. Lighting Sciences, Inc. Digital Billboard Recommendations and Comparisons to Conventional Billboards. 2007.

4.2 – Agriculture and Forest Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed digital billboard would be located in a fully developed, commercial, urbanized area that does not contain agriculture or forest uses. The map of Important Farmland in California (2010) prepared by the Department of Conservation does not identify the project site as being Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.⁷ In addition, the Garden Grove General Plan does not identify any areas for agriculture use within the city limits. Therefore, there would be no conversion of Prime Farmland, Unique Farmland, and Farmland of Statewide Importance to a non-agricultural use as a result of this project. No impact would occur.

⁷ California Department of Conservation. Farmland Mapping and Monitoring Program, 2008. The City of Garden Grove, including the project site, is indicated within “Area Not Mapped” in 2010 maps of Orange County. <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2010/los10.pdf> [Accessed April 2016].

- b) **No Impact.** There is no existing agriculture zoning on or near the proposed project site. The Garden Grove (SR-22) Freeway Corridor, within which the proposed billboard would be located, does not permit agricultural uses. There are no uses in the immediate vicinity of the proposed project site that are zoned open space/recreation. No Williamson Act contracts are active for the project site.⁸ Therefore, there would be no conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.
- c) **No Impact.** Public Resources Code Section 12220(g) identifies forest land as “land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.” The proposed project site and surrounding properties are not currently being managed or used for forest land, as identified in Public Resources Code Section 12220(g). The USDA Forest Service vegetation maps for the proposed site identify them as *urban* type, indicating that it is not capable of growing industrial wood tree species.⁹ The proposed site and surrounding areas are fully urbanized. The project site and surrounding properties are not zoned for forest land or timberland production. No impact would occur.
- d) **No Impact.** The proposed digital billboard would be located on a completely developed parcel in a fully urbanized area containing limited ornamental landscaping; thus, there would be no loss of forest land or conversion of forest land to non-forest use as a result of this project. No impact would occur.
- e) **No Impact.** The proposed digital billboard would be located on a completely developed parcel within an urban environment. There are no agriculture or forest land uses in this area. Therefore, no conversion of farmland or forest land to non-agricultural or non-forest uses would occur.

⁸ California Department of Conservation. Williamson Act Program, 2007.
ftp://ftp.consrv.ca.gov/pub/dlrp/wa/LA_12_13_WA.pdf [Accessed April 2016].

⁹ USDA Forest Service. Pacific Southwest Region. EvvegTile51A__02_03_v2. 2007.
http://frap.fire.ca.gov/data/frapgismaps/pdfs/fvegwhr13b_map.pdf [Accessed April 2016].

4.3 – 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:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** A significant impact could occur if construction of the proposed billboard conflicts with or obstructs implementation of the South Coast Air Basin 2012 *Air Quality Management Plan* (AQMP). Conflicts and obstructions that hinder implementation of the AQMP can delay efforts to meet attainment deadlines for criteria pollutants and maintaining existing compliance with applicable air quality standards. Pursuant to the methodology provided in Chapter 12 of the 1993 SCAQMD CEQA *Air Quality Handbook*, consistency with the AQMP is affirmed when a project: 1) does not increase the frequency or severity of an air quality standards violation or cause a new violation, and 2) is consistent with the growth assumptions in the AQMP.¹⁰ Consistency review is presented below.

The proposed project includes the removal of three existing non-electronic billboard structures (total of five signs) and related pole structures and the establishment of one new digital billboard. Construction of the proposed new billboard would take between 19 and 21 days. Due to the small-scale nature of disassembling the existing billboards and constructing the new billboard, short-term construction and long-term pollutant emissions would generally be less than the CEQA significance emissions thresholds established by the SCAQMD; therefore, the project would not result in an increase in the frequency or severity of any air quality standards violation and would not cause a new air quality standard violation.

¹⁰ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. 1993.

The CEQA *Air Quality Handbook* indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and “significant projects.” Significant projects include airports, electrical generating facilities, petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities. The proposed project does not involve a General Plan Amendment, Specific Plan, and is not considered a significant project. Furthermore, the project would not involve any new housing or employment uses which would affect population or employment growth.

Based on the preceding analysis, the proposed project would not conflict with the AQMP, and no impact would occur.

b) **Less Than Significant Impact.** A project may have a significant impact if project-related emissions would exceed federal, state, or regional standards or thresholds, or if project-related emissions would substantially contribute to existing or project air quality violations. The proposed project is located within the South Coast Air Basin, where efforts to attain state and federal air quality standards are governed by the South Coast Air Quality Management District (SCAQMD). Both the State of California and the federal government have established health-based ambient air quality standards (AAQS) for seven air pollutants (known as criteria pollutants). These pollutants include ozone (O₃), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), inhalable particulate matter with a diameter of 10 microns or less (PM₁₀), fine particulate matter with a diameter of 2.5 microns or less (PM_{2.5}), and lead (Pb). The State has also established AAQS for additional pollutants. The AAQS are designed to protect the health and welfare of the populace within a reasonable margin of safety. Where the State and federal standards differ, California AAQS are more stringent than the national AAQS.

Air pollution levels are measured at monitoring stations located throughout the air basin. Areas that are in nonattainment with respect to federal or State AAQS are required to prepare plans and implement measures that would bring the region into attainment. Table 2 (South Coast Air Basin Attainment Status – North Orange County) summarizes the attainment status in the project area for the criteria pollutants. Discussion of potential impacts related to short-term construction impacts and long-term operational impacts are presented below.

Table 2
South Coast Air Basin Attainment Status – North Orange County

Pollutant	Federal	State
O ₃ (1-hr)	N/A	Nonattainment
O ₃ (8-hr)	Nonattainment	Nonattainment
PM ¹⁰	Nonattainment	Nonattainment
PM ^{2.5}	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO ₂	Attainment	Nonattainment
SO ₂	Attainment	Attainment
Pb	Nonattainment	Nonattainment
Sources: CARB 2015		

Construction Emissions

Short-term criteria pollutant emissions would occur during site preparation and construction of the pole sign. Construction of the proposed digital billboard would not require demolition of any existing buildings or structures, nor would it require any site grading or other earth moving activities. Architectural coatings would also not be required, as the prefabricated signs would come factory coated. As such, user-defined CalEEMod inputs were used to simulate trenching and erecting of a single digital billboard. Emissions would occur from use of equipment, worker, vendor, and hauling trips, and disturbance of onsite soils (fugitive dust). To determine if construction of the

proposed project could result in a significant air quality impact, the CalEEMod has been utilized. CalEEMod defaults have generally been used as construction inputs into the model (see Appendix A for input values). The methodology for calculating emissions is included in the CalEEMod User Guide, available at <http://www.caleemod.com>. Construction of the digital billboard is anticipated to be completed in mid-2017, with the first operational year being 2018. The results of the CalEEMod outputs are summarized in Table 3 (Maximum Daily Construction Emissions). Based on the results of the model, maximum daily emissions from the construction of the digital billboard would not exceed the daily thresholds established by SCAQMD.

Table 3
Maximum Daily Construction Emissions (lbs/day)

Year	ROG*	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Summer						
2017	3.76	43.13	28.24	0.04	2.70	2.08
Winter						
2017	3.76	43.13	28.16	0.04	2.70	2.08
SCAQMD Threshold	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No
Source: MIG, 2016.						
*Volatile organic compounds (VOC) are measured as reactive organic compounds (ROG)						

Operational Emissions

Due to its small-scale nature, the proposed project would not have any direct operational impacts that would affect air quality. The proposed Billboard would use a nominal amount of electricity for illumination purposes, and it is assumed that over time the portion of the sign column without aluminum cladding would require repainting, resulting in emissions from the evaporation of solvents contained in paints, varnishes, primers, and other surface coatings as part of maintenance. It is also assumed that due to the multitude of LED lights inherent to digital billboard signs, the electricity consumption from digital billboards would be greater than the electricity consumption of static signs. However, these impacts are expected to be minimal. According to a 2014 San Diego Gas & Electric study on digital billboard energy use in California, previous reports studying the energy use of digital billboards present up to a six-fold difference in annual energy use, ranging from around 50,000- to over 300,000- kilowatt-hours per year, among equipment from different manufacturers installed around the country. However, digital billboard efficiency has improved as LED technology has matured, and today, annual energy use of new products is likely to be on the lower end of that range. Incorporating some key assumptions about brightness levels, operating conditions, size, and display content, the study calculated a typical, current generation digital billboard (14 feet by 48 feet) to use between 29,000- and 94,000-kilowatt-hours per year. By focusing on the two energy saving measures that offer the greatest potential, high quality LEDs and tighter brightness control settings, the study estimates potential annual energy savings of around 85% per sign.¹¹ It is assumed that the proposed sign would employ the current generation of high quality, energy efficient LEDs. Moreover, the incorporated Aesthetics Mitigation Measures would control for brightness during both the day and night. Therefore, given the annual reduction in energy that can be expected from high quality LEDs and brightness control, it can be estimated that the proposed sign would use between 29,000- and 94,000-kilowatt hours per year. (For comparison purposes, a typical 420,000-square-foot warehouse building, with associated office uses, parking and landscaping, can be expected to use approximately 2,362,000 kilowatt hours annually.) Furthermore, operation of the proposed billboard would not require employee or customer trips, and would only require periodic maintenance visits. The proposed project would not impact traffic levels on SR-22, and as such no other mobile-source emissions impacts would occur, including carbon monoxide impacts. As there are no mobile sources or direct emissions associated with operation of the proposed billboard, the proposed project's operational emissions are anticipated to be nominal and concluded to be less than significant.

¹¹ San Diego Gas & Electric. *Digital Billboard Energy Use in California*. Prepare by Energy Solutions. July, 2014.

c) **Less Than Significant Impact.** The SCAQMD has prepared the AQMP to set forth a comprehensive and integrated program that would lead the Basin into compliance with the federal 24-hour PM_{2.5} air quality standard, and to provide an update to the SCAQMD's commitments toward meeting the federal 8-hour ozone standards. The Basin is currently in non-attainment for State and federal criteria pollutants ozone, nitrogen dioxide, and fine particulate matter (PM_{2.5} and PM₁₀).¹²

Cumulative short-term, construction-related emissions and long-term, operational emissions from the proposed Billboard would not contribute considerably to any potential cumulative air quality impact because short-term project and operational emissions would not exceed any SCAQMD daily threshold. The project would contribute very minimal amounts of criteria pollutants to the area during short-term project construction and during operation. In addition, new electronic display billboards are required to comply with SCAQMD rules and regulations aimed at reducing construction-related pollutant emissions, including fugitive dust and other particulates, as well as organic compounds and other ozone precursors found in paints and other coatings. The proposed project does not change or otherwise interfere with the regional pollutant control strategies of the AQMP. Impact would be less than significant.

d) **Less Than Significant Impact.** The proposed project would not be classified as a sensitive land use because it would not cater specifically or generally to sensitive receptors such as children or the elderly; therefore, the project would not result in the siting of new sensitive receptors that could be impacted by any existing pollutant concentrations. There are no existing sensitive uses in the immediate vicinity of the projects. In the surrounding area, sensitive uses include King of Kings Lutheran School located approximately 303 feet to the northwest, Santiago High School located approximately 0.56 miles to the east, Peters Elementary School located approximately 0.31 miles to the north, and residential uses located approximately 308 feet to the southwest. Air quality impacts due to toxic air contaminants (TACs), carbon monoxide, and localized emissions as they relate to sensitive receptors are expected to be low to nil, as construction and operation of the proposed billboard would not directly create any significant air quality impacts.

Toxic Air Contaminants

Construction of the proposed billboard would result in short-term emissions from the use of on-site equipment, which would include drilling the foundation hole, pouring pylon anchors, and installing the pole sign structure atop which the digital display would be placed. The expected period of construction for a billboard sign is generally considered to be 19 to 21 days, and emission levels would therefore be low, as indicated in Section 4.3b above. Nearby homes and schools, therefore, would not be exposed to significant concentrations of TACs during the short-term construction period. No impact would occur.

Carbon Monoxide

A CO hotspot is an area of localized CO pollution that is caused by severe vehicle congestion on major roadways, typically near intersections. The potential for violation of State and federal CO standards at study area intersections and exposure to sensitive receptors at those intersections is addressed using the methodology outlined in the Transportation Project-Level Carbon Monoxide Protocol (Caltrans CO Protocol). According to the CO Protocol, projects may worsen air quality if they significantly increase the percentage of vehicles in cold start modes by two percent or more; significantly increase traffic volumes (by five percent or more) over existing volumes; or worsen traffic flow by increasing average delay at intersections operating at Level of Service (LOS) E or F. The installation and operation of the proposed Billboard would not directly increase the volume of vehicles in cold start mode over what is already occurring, nor would it have any impact on traffic volumes, as no vehicle trips are associated with

¹² United States Environmental Protection Agency. *The Green Book Nonattainment Areas for Criteria Pollutants*. www.epa.gov/oar/oaqps/greenbk/index.html [Accessed April 2016].

operation of signs other than routine periodic maintenance. Therefore, there would not be any potential for increasing CO hotspots. Impact would be less than significant.

Localized Significance Thresholds

In addition to the mass daily emission thresholds established by the SCAQMD, short-term on-site emissions of NO₂, CO, PM₁₀, and PM_{2.5} are examined for local impacts to nearby sensitive receptors. The closest receptor would be single-family homes to the southwest of the project site, on the opposite side of SR-22 from the proposed sign. Additional nearby receptors are the single- and multi-family residences located to the north and northeast of the proposed pole sign.

The SCAQMD methodology is called localized significance thresholds (LST). To assess local air quality impacts for development projects of five acres or less without complex dispersion modeling, the SCAQMD developed screening “lookup” tables to assist lead agencies in evaluating impacts. Construction of the proposed Billboard would result in very short-term emissions from the use of on-site equipment to drill the foundation, pour concrete anchors, and install the pole sign and digital display. No earth-moving, site, preparation, or grading activities are anticipated during construction, and no architectural coatings would be applied at the site. The expected period of construction for a digital billboard is 19 to 21 days. Given the relatively short period of time for construction, on-site emissions would not be in excess of any significance thresholds identified in the LST tables.¹³ Nearby homes and other sensitive receptors, therefore, would not be exposed to significant concentrations of on-site emissions during the short-term construction period. Impact would be less than significant.

e) **No Impact.** According to the *CEQA Air Quality Handbook*, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). Odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. Signs do not include any of the above noted uses or processes; no impact would occur.

¹³ South Coast Air Quality Management District. Localized Significance Thresholds. <http://www.aqmd.gov/ceqa/handbook/lst/appC.pdf> [Accessed April 2016].

4.4 – Biological Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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 U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

g) **No Impact.** The proposed Billboard project would occur on a parcel currently developed with commercial uses and surface parking. Landscaping currently exists on this parcel as well; however, this ornamental vegetation

is not habitat for any species identified as a candidate, sensitive, or special status species. The proposed project area is not identified as critical habitat for threatened and endangered species.¹⁴ Considering the highly developed nature of the proposed project site and surrounding areas, the probability of existence of designated species under the federal Endangered Species Act or California Special Concern Species is low. Development of the proposed Billboard would, therefore, not have a substantial adverse effect on any species identified as a candidate, sensitive, or special-status species in local or regional plans or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS). Considering the lack of habitat on the property, no impact to wildlife species of concern would occur.

b) **No Impact.** The proposed project would be located on fully developed land. The parcel proposed for the billboard has been previously graded, developed with commercial uses, and has landscaping consisting of non-native, ornamental shrubs and trees. There is no riparian habitat located on or in the vicinity of the sites. As such, no impact to riparian habitat or other sensitive natural habitat would occur.

c) **No Impact.** According to the federal National Wetlands Inventory, the proposed project site does not contain any wetlands, and there are no identified riverine areas near or within the SR-22 corridor.¹⁵ No impact would occur.

d) **Less than Significant Impact.** The project site is not located within a known wildlife nursery site. Southern California forms a portion of the Pacific Flyway, a generic term used to categorize the numerous and complex migratory routes utilized by bird species migrating from Alaska to Mexico. Essentially, any water body or open space within the Pacific Flyway can serve as a travel node on a migratory path. Migration behavior is the regularly occurring, seasonally oriented movement of a species. Migration may consist of short- or long-distance dispersal and one-and two-way migratory trips over time cycles consisting of hours to years. A migratory route is the geographic path a species takes as it acts on its migratory behavior. Aquatic species typically migrate along streams and rivers. Avian species utilize wetlands and other open space areas as resting and feeding nodes as they migrate. Ground-borne species generally require wildlife corridors to migrate.

The Migratory Bird Treaty Act (MBTA) (16 USC 703) implements various treaties and conventions between the US, Canada, Japan, Mexico and Russia for the protection of migratory birds. Under the MBTA, the taking, killing or possessing of migratory birds is unlawful, unless expressly permitted by other federal regulations. The MBTA provides that it is unlawful to pursue, hunt, take, capture, or kill any migratory bird, part, nest, egg or product. The MBTA requires that project-related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (1 February to 31 August, annually). Migratory bird species protected by this act are defined in Title 50, CFR Section 10.13. The proposed project does not include the removal of any trees; therefore, impact to migratory birds would be less than significant.

e) **No Impact.** The City of Garden Grove Municipal Code includes regulations aimed at protecting biological resources such as trees (Section 11.32). However, the proposed project does not include the removal of any trees. As such, the proposed project would not conflict with any local ordinances or policies protecting trees. No impact would occur.

f) **No Impact.** The proposed Billboard would not be located within the planning area of any Habitat Conservation Plan¹⁶ or a Natural Community Conservation Plan area,¹⁷ or other approved local, regional, or State habitat conservation plan. No impact would occur.

¹⁴ U.S. Fish and Wildlife Service. FWS Critical Habitat for Threatened & Endangered Species. <http://criticalhabitat.fws.gov/> [Accessed April 2016].

¹⁵ U.S. Fish and Wildlife Service. National Wetlands Inventory. <http://107.20.228.18/Wetlands/WetlandsMapper.html#> [Accessed April 2016].

4.5 – Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) **No Impact.** The proposed project site does not satisfy any of the criteria for a historic resource defined in Section 15064.5 of the State CEQA Guidelines. No known historically or culturally significant resources, structures, buildings, or objects are located on the proposed site. The City contains no federal or State-designated historic resources. Furthermore, the development of the pole sign and digital display would not involve any changes to existing buildings or structures; the only change would be the actual physical construction of the Billboard. As such, development of the proposed project would not cause an adverse change in the significance of a historical resource, and impacts to historic resources are not anticipated. No impact would occur.

b-d) **Less Than Significant Impact.** The proposed project site is currently occupied with commercial uses and is located in heavily urbanized area that has been previously disturbed and heavily affected by past activities. The project consists of the erection and operation of a 75-foot tall LED billboard sign. Pursuant to California AB 52 (Tribal Cultural Resources), Native American Tribes that previously requested the City to be notified about projects of interest were given a 30-day notice to request consultation regarding the project. Notices were sent to tribes that have requested notification (Gabrielino, Soboba, and Desert Cahuilla Indians); however, no requests for consultation were received (see Appendix B, AB 52 Consultation Letter). The potential for uncovering significant resources, including tribal cultural resources, at the project site during construction activities is considered unlikely given the developed nature of the site and the limited ground-disturbing activities associated with the project. Impact would be less than significant.

¹⁶ U.S. Fish & Wildlife Services. Habitat Conservation Plans: Summary Report. http://ecos.fws.gov/conserv_plans/PlanReportSelect?region=8&type=HCP [Accessed April 2016].

¹⁷ California Department of Fish and Game. Natural Community Conservation Planning: Status of NCCP Planning Efforts. www.dfg.ca.gov/habcon/nccp/status/ [Accessed April 2016].

4.6 – Geology and Soils

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a.i) **No Impact.** Although the proposed project site is located in seismically active Southern California, it is not located within an Alquist-Priolo Earthquake Fault Zone.¹⁸ The closest earthquake fault zones under the auspices of the Alquist-Priolo Earthquake Fault Zoning Act are the Los Alamitos fault approximately five miles to the west and the Whittier section of the Elsinore fault approximately eight miles to the east. Development of the proposed Billboard would be subject to all applicable City, State, and local building regulations, including the California Building Code (CBC) seismic standards as approved by the Garden Grove Building & Safety Division. No impact would occur.

a. ii) **Less Than Significant Impact.** The proposed Billboard would be subject to strong seismic ground shaking, as are all projects located within Southern California. Construction of the sign would be subject to the seismic design criteria of the 2013 CBC. In particular, prior to issuance of building permits, a project architect or engineer shall provide the City's Building Official with structural stability calculations that verify proposed signs would not collapse under either regional seismic loads or high wind conditions (up to 100 mph), and show that the project is compliant with the wind and seismic design criteria of the 2013 CBC. The sign foundation and pylons shall be designed to meet these design engineering requirements. Compliance with the CBC and the City's regulatory standards would ensure impacts due to strong seismic ground shaking would be less than significant.

a.iii) **Less Than Significant Impact.** Liquefaction is a phenomenon that occurs when soil undergoes transformation from a solid state to a liquefied condition due to the effects of increased pore-water pressure. This typically occurs where susceptible soils (particularly the medium sand to silt range) are located over a high groundwater table. Affected soils lose all strength during liquefaction and foundation failure can occur.

According to the Seismic Hazard Evaluation of the Anaheim 7.5-minute quadrangle, the proposed project site, much like the rest of the City, is located in a Zone of Required Investigation for liquefaction.¹⁹ This indicates that the area has been subject to historic occurrence of liquefaction, or local geological, geotechnical, and groundwater conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693(c) would be required. Groundwater below Garden Grove is approximately 5 to 13 feet below grade and therefore the potential for liquefaction is high. The State Seismic Hazards Mapping Act requires preparation of a geotechnical report prior to the approval of most new development projects where such conditions are present. However, the Seismic Hazards Mapping Act and the Alquist-Priolo Earthquake Fault Zoning Act define projects that are exempt from any investigation requirements. This exemption includes structures of Group U occupancy, which includes buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy.²⁰ Billboards are not specifically mentioned in this exception, however utility and/or cell towers are included in this classification. As such, for the purposes of this project, billboards would be considered exempt from requiring a geotechnical report as Group U occupancy. Because the proposed Billboard is not habitable, impacts to human health would be minimal. Furthermore, the proposed Billboard would be subject to building permit approval to ensure that footings are sufficient to prevent collapse of the sign. Impact would be less than significant with implementation of existing regulations.

a.iv) **No Impact.** Structures built below or on slopes subject to failure or landslides may expose people and structures to harm. The proposed site is level, and no obvious sloping is apparent. According to the Seismic Hazard

¹⁸ California State Department of Conservation. California Geological Survey, Alquist-Priolo Earthquake Fault Zone Maps. <http://www.quake.ca.gov/gmaps/WH/regulatorymaps.htm> [Accessed April 2016].

¹⁹ California State Department of Conservation. California Geological Survey, Seismic Hazard Zones. Anaheim Quadrangle, April 15, 1998.

²⁰ California Building Standards Commission. California Residential Code 2013. California Code of Regulations Title 24, Part 2.5, January 1, 2014.

Evaluation of the Anaheim 7.5-minute quadrangle, the proposed project site is not located in an Earthquake-Induced Landslide Zone.²¹ There are no slopes in the vicinity of the proposed project. No impact would occur.

b) **Less Than Significant Impact.** Topsoil is used to cover surface areas for the establishment and maintenance of vegetation due to its high concentrations of organic matter and microorganisms. Little, if any, native topsoil is likely to occur since the proposed project site is covered with a commercial use as well as associated parking and landscaping. The proposed project site is currently paved and developed. The parcel is underlain by fill material due to previous development; therefore, development of the proposed Billboard would not affect native topsoil.

No grading would be included as part of development of the sign. Sign foundations would have to be dug and filled. As such, the project has the potential to expose surficial soils to wind and water erosion during construction activities. Wind erosion as a result of construction activities would be minimized through soil stabilization measures required by SCAQMD Rule 403 (Fugitive Dust), such as daily watering. Water erosion would be prevented through the City's standard erosion control practices required pursuant to the California Building Code and the National Pollution Discharge Elimination System (NPDES), such as silt fencing or sandbags. Following construction of the Billboard, the parcel would remain completely covered by paving, structures, the proposed sign, and landscaping. Impact related to soil erosion would be less than significant with implementation of existing regulations.

c-d) **Less Than Significant Impact.** Impacts related to liquefaction and landslides are discussed above in Section 4.6.a. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. This downslope movement is due to gravity and earthquake shaking combined. Such movement can occur on slope gradients of as little as one degree. Lateral spreading typically damages pipelines, utilities, bridges, and structures. Lateral spreading of the ground surface during a seismic activity usually occurs along the weak shear zones within a liquefiable soil layer and has been observed to generally take place toward a free face (i.e., retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. Expansive soils are those that expand when exposed to water and contract when water is not present. Due to the absence of any natural channel within or near the proposed project site, the potential for lateral spreading occurring is considered negligible.

Development of the proposed billboard would be required to comply with the CBC with regard to construction; the sign requires building permits and would be constructed to current building code standards. These standards include consideration of geological and seismic conditions. Soil conditions at the billboard site would be identified and considered as part of the design process, as required by the City's Building Services Manager. Compliance with existing CBC regulations would limit hazard impacts arising from liquefaction, landslides, lateral spreading, and unstable soils to less than significant.

e) **No Impact.** Development and operation of the proposed billboard would not require use septic tanks, as signs would not create sewage waste. No impact would occur.

²¹ California State Department of Conservation. California Geological Survey, Seismic Hazard Zones. Los Alamitos Quadrangle, March 25, 1999.

4.7 – Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less Than Significant Impact.** Climate change is the distinct change in measures of climate for a long time period.²² Climate change is the result of numerous, cumulative sources of greenhouse gas emissions all over the world. Natural changes in climate can be caused by indirect processes such as changes in the Earth's orbit around the Sun or direct changes within the climate system itself (i.e. changes in ocean circulation). Human activities can affect the atmosphere through emissions of greenhouse gases (GHG) and changes to the planet's surface. Human activities that produce GHGs are the burning of fossil fuels (coal, oil and natural gas for heating and electricity, gasoline and diesel for transportation), methane from landfill wastes and raising livestock, deforestation activities, and some agricultural practices.

Greenhouse gases differ from other emissions in that they contribute to the "greenhouse effect." The greenhouse effect is a natural occurrence that helps regulate the temperature of the planet. The majority of radiation from the Sun hits the Earth's surface and warms it. The surface in turn radiates heat back towards the atmosphere, known as infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it warms the planet by approximately 60° Fahrenheit. Emissions from human activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an average increase in the Earth's temperature. Greenhouse gases occur naturally and from human activities. Greenhouse gases produced by human activities include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Since 1750, the U.S. Environmental Protection Agency estimates that the concentrations of carbon dioxide, methane, and nitrous oxide in the atmosphere have increased over 36 percent, 148 percent, and 18 percent, respectively, primarily due to human activity. Emissions of greenhouse gases affect the atmosphere directly by changing its chemical composition while changes to the land surface indirectly affect the atmosphere by changing the way the Earth absorbs gases from the atmosphere.

Construction and operation of the proposed billboard would create short-term construction-related greenhouse gas emissions. A numerical threshold for determining the significance of greenhouse gas emissions in the South Coast Air Basin has not officially been adopted by the SCAQMD. As an interim threshold based on guidance provided in the CAPCOA CEQA and Climate Change white paper, a non-zero threshold based on Approach 2 of the SCAQMD

²² United States Environmental Protection Agency. *Frequently Asked Questions About Global Warming and Climate Change. Back to Basics*. April 2009.

handbook would be used.²³ Threshold 2.5 (Unit-Based Thresholds Based on Market Capture) establishes a numerical threshold based on capture of approximately 90 percent of emissions from future development. The latest proposed threshold developed by SCAQMD using this method is 3,000 metric tons carbon dioxide equivalent (MTCO₂E) per year for commercial and residential projects.²⁴ This threshold is based on the review of 711 CEQA projects.

The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data to describe, calculate, or estimate the amount of GHG emissions resulting from a project. Operational emissions associated with the proposed Billboard would not include GHG emissions from mobile sources (transportation), water use and treatment, or waste disposal. Electricity use of each of the proposed billboard faces is considered to be nominal (less than 1.0 MTCO₂E annually). It is therefore assumed that, given the limited scope of construction and minimal operational electricity demand of the proposed billboard, greenhouse gas emissions associated with the proposed project would not exceed SCAQMD's proposed 3,000 MTCO₂E threshold; therefore, impacts would be less than significant.

b) **No Impact.** The City has adopted the 2013 edition of the CBC, including the California Green Building Standards Code. Construction of the proposed Billboard would be subject to the California Green Building Standards Code. The City of Garden Grove does not have any additional adopted plans, policies, standards, or regulations related to climate change and GHG emissions. No impact would occur.

²³ California Air Pollution Control Officers Association. *CEQA and Climate Change*. January 2008.

²⁴ South Coast Air Quality Management District. CEQA Significance Thresholds Working Group. Meeting # 15, Main Presentation. September 28, 2010.

4.8 – Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less than Significant Impact.** The project would not involve the transport, use, or disposal of significant amounts of hazardous materials requiring special control measures. The small amount of paints and other substances used for maintenance of equipment would not be substantially hazardous and would be used in accordance with their labeling; thus, the project would have no impact on the public or the environment through the routine transport, use, or disposal of hazardous materials.

During construction and installation of the proposed billboard, a hole would be drilled and the excavated soil would be transported off site. Additionally, development of the proposed billboard may include minor trenching to connect to the electrical supply. Prior to construction activities, the sign location would be assessed for the presence of hazardous materials, which, if present, would be handled according to existing federal, State, and local regulations regarding hazardous materials handling and disposal. Based on the foregoing, impact relating to hazardous materials would be less than significant.

b) **Less than Significant Impact.** The proposed billboard would not utilize hazardous materials or produce hazardous wastes. No demolition of existing structures would be necessary that would expose persons to asbestos or other hazardous materials. Development of the proposed billboard would also be required to comply with the City's ordinances for construction materials, which requires diversion of at least 50 percent of the project's demolition waste.

Electronic components of the proposed billboard may contain materials considered "e-waste" when disposed of due to potential hazardous metals, flame-retardants, and other chemicals. The operator of the proposed Billboard would be required to follow applicable regulations regarding proper disposal and/or recycling, as appropriate, as components are replaced or removed over time; therefore, there is little potential for a hazardous release that could significantly impact the public. Impacts would be less than significant with implementation of existing regulations.

c) **Less than Significant Impact.** Operation of the proposed billboard would not generate any hazardous emissions, and storage, handling, production or disposal of acutely hazardous materials is not required or proposed for any aspect of this project. As discussed in Section 4.8.b, existing regulations address potential off-site construction-related hazards associated with removal and replacement of e-waste. Impact would be less than significant with implementation of existing regulations.

d) **No Impact.** The proposed project site is not listed on the State *Cortese List*, a compilation of various sites throughout the State that have been compromised due to soil or groundwater contamination from past uses.²⁵ Based upon review of the *Cortese List*, the parcel proposed for the billboard is not:

²⁵ California Environmental Protection Agency. Cortese List. www.calepa.ca.gov/SiteCleanup/CorteseList/ [Accessed April 2016].

- listed as a hazardous waste and substance site by the Department of Toxic Substances Control (DTSC),²⁶
- listed as a leaking underground storage tank (LUST) site by the State Water Resources Control Board (SWRCB),²⁷
- listed as a hazardous solid waste disposal site by the SWRCB,²⁸
- currently subject to a Cease and Desist Order (CDO) or a Cleanup and Abatement Order (CAO) as issued by the SWRCB,²⁹ or
- developed within a hazardous waste facility subject to corrective action by the DTSC.³⁰

e-f) **No Impact.** There are no public airports or private airstrips within two miles of the proposed project site. The nearest airport is Orange County-John Wayne Airport, located approximately 6.7 miles south of the project site. Los Alamitos Air Force Base is located approximately 6.92 miles west of the project site. The project is not located within the Airport Land Use Plan planning area of either of these airports. No impact would occur.

g) **No Impact.** Development of the proposed billboard would not substantially change existing conditions with regard to transportation routes or evacuation plans. As there are no residential uses associated with development of billboard, the proposed project would not increase the population of the area. There are also no proposed new commercial buildings associated with the proposed billboard.

No public or private streets would be closed during or following construction of the proposed Billboard, and development of the project would have no effect upon existing opportunities for emergency access/evacuation on the site or to any surrounding land uses. The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or evacuation plan. No impact would occur.

h) **No Impact.** There are no wildland conditions within the urbanized area that the project would be located. No impact would occur.

²⁶ California Department of Toxic Substances Control. EnviroStor. www.envirostor.dtsc.ca.gov/public/search.asp [Accessed April 2016].

²⁷ California State Water Resources Control Board. GeoTracker. www.geotracker.waterboards.ca.gov [Accessed April 2016].

²⁸ California State Water Resources Control Board. Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit. www.calepa.ca.gov/SiteCleanup/CorteseList/CurrentList.pdf [Accessed April 2016].

²⁹ California State Water Resources Control Board. List of Active CDO and CAO. www.calepa.ca.gov/SiteCleanup/CorteseList/CDOCAOList.xls [Accessed April 2016].

³⁰ California Department of Toxic Substances Control. Hazardous Facilities Subject to Corrective Action. www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm#Facilities [Accessed April 2016].

4.9 – Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less Than Significant Impact.** Operation of the proposed billboard would not involve the use of water or generation of wastewater. Short-term surface water quality impacts could potentially occur during construction of the sign due to construction-related activities such as drilling the hole for the foundation and pouring concrete. Runoff of loose soils and/or construction wastes and fuels during a rainstorm could flow into local storm drains. Such contaminated runoff could potentially threaten downstream water resources that receive runoff from the local drainage network. Compliance with the City's standard stormwater runoff provisions for construction activities, such as runoff control and other measures set forth in Municipal Code Chapter 6.40 (Stormwater Quality), would ensure that the projects do not violate any water quality standards or any waste discharge requirements during construction. Due to the lack of significant grading, earth-moving activities, and paving as part of the project, impact would be less than significant.

b) **Less Than Significant Impact.** The proposed billboard would not require water to operate. The proposed project site is paved and provides for little infiltration of water into underground aquifers. The site does not support any groundwater production systems, and construction and operation of the proposed billboard would not interfere with the operation of any production system. Development of the proposed billboard would not substantially change the amount of existing impervious surface area and would not have a substantial impact on groundwater recharge.

Development of the proposed billboard would not involve substantial excavation or trenching that would impact groundwater. Development of the sign would include drilling a hole approximately five feet in diameter to a depth of approximately 21 to 32 feet, depending on the location. In the event that groundwater is encountered and dewatering activities are required, it would be short term, as construction of the billboard would be expected to take 19 to 21 days to complete and the foundation hole would be filled with concrete, resulting in minimal effects to groundwater. Also, any groundwater extracted would be controlled pursuant to City-required Best Management Practices (BMPs) pursuant to its NPDES permit. Impact would be less than significant.

c-e) **Less Than Significant Impact.** There are no streams on the proposed project site, and development of the proposed billboard would not result in the alteration of any stream course. The proposed project site is fully developed and paved as a commercial complex, with drainage directed to gutters that discharge drainage flows into the existing stormwater collection system. Development of the proposed billboard would not impact or alter existing drainage flows or watercourses. At the completion of construction of the proposed billboard, the site would continue to consist of impervious surfaces and landscaped areas, and would therefore not be prone to substantial erosion. The proposed project would not be considered an industrial use that produces pollutants and therefore would not result in substantial pollutant loading such that treatment control best management practices (BMPs) would be required to protect downstream water quality. Impact would be less than significant.

During construction of the proposed billboard, pollutants may be created that could impact runoff water quality. However, minimal pollutants would be created due to the limited extent and scope of sign construction. Compliance with the City's standard stormwater runoff provisions for construction activities (BMPs pursuant to the City's NPDES permit) would ensure that the development of the proposed billboard does not violate any water quality standards or any waste discharge requirements during construction. Impact would be less than significant.

f) **No Impact.** The proposed billboard would not have the potential to otherwise degrade water quality beyond those issues discussed in Section 4.9 since the project would not involve any water use or create runoff.

g) **No Impact.** The proposed project would not include the development of any housing; therefore, no impact would occur.

h) **Impact.** The proposed project site is located in a Special Flood Hazard Area, as mapped by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), and is therefore subject to inundation by the 1% annual chance flood. As such, the project site is subject to flooding. However, the proposed billboard, given its small footprint, would not would impede or redirect flood flows.³¹ Therefore, no impediment of flood flows would occur.

i) **Less than Significant Impact.** The proposed project site is located in a Special Flood Hazard Area subject to inundation by the 1% annual chance flood, as shown on FEMA's latest FIRM, indicating that the parcel is subject to flooding. However, development of the proposed billboard would not expose structures or the public to flooding hazards, either directly or due to the failure of a dam or levee, because the nature of the development is such that injury or the loss of life would not occur in the event of flood because the development does not include the construction of buildings or housing that would be occupied by people. Moreover, dam inundation is not considered to be a significant risk to development along the SR-22 corridor. Construction of the proposed billboard would not be subject to any special design standards related to protection from a dam failure. Impact would be less than significant.

j) **No Impact.** The proposed billboard would not be exposed to tsunami hazards due to the site's elevation and distance (nearly 10 miles) from the Pacific Ocean. All of Garden Grove, including the project site, is not located near any body of water or water storage facility that would be considered susceptible to seiche. No significant hills, mountains, or washes exist in the immediate vicinity that could result in mudflows onto or from the project site. No impact would occur.

³¹ Federal Emergency Management Agency. Flood Insurance Rate Map. Map Number 06059C0143J. December 3, 2009. <https://msc.fema.gov/portal/search?AddressQuery=garden%20grove%2C%20ca#searchresultsanchor> [Accessed April 2016].

4.10 – Land Use and Planning

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed project site currently supports commercial uses. Construction of the proposed billboard would not physically divide the surrounding community since it would be located on a site zoned for and supporting commercial uses. The proposed project would have no impact on land use or circulation patterns within the community. Therefore, no impact would occur.

b) **Less than Significant Impact.** The proposed project parcel is located along the SR-22 freeway corridor. The proposed project does not require a General Plan Amendment and thus would not conflict with policies designed to protect the environment. While the Garden Grove Municipal Code prohibits the establishment of new billboards to minimize visual impact, Municipal Code Section 9.20.110 allows the owner of an existing legal non-conforming billboard located within the City to apply to relocate the billboard to another location within the City. Such relocated billboards may be converted to include digital displays if located within the Garden Grove (22) Freeway Corridor (per the Code, the area within the City comprised of the land within 300 feet of either edge of the California State Route 22 Freeway right-of-way). The proposed project includes the removal of five existing billboard faces within the SR-22 corridor and thus is consistent with City policies and regulations intended to avoid adverse environmental effects.³²

The proposed billboard is required to comply with Municipal Code requirements for billboards and digital billboards in particular. The proposed billboard would be located in a completely commercial/industrial area, away from residential dwellings, as required by the zoning ordinance. However, due to the fact that the sign would be located within 350 feet of residentially zoned properties to the north (Elks' Lodge), northwest (church), and southwest (single-family homes), a zoning variance was requested to allow the proposed location and siting of the billboard. In order for a variance to be granted by the Planning Commission, a project must demonstrate conformance with all of the following requirements:

³² City of Garden Grove. Garden Grove Municipal Code Section 9.20.110 (Billboards). 2014.

- 1) There are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood;
- 2) Such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the subject property;
- 3) The granting of the variance would not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located;
- 4) The granting of such variance would not adversely affect the City's General Plan; and
- 5) Approval of the variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

The project applicant has provided evidence that the proposed site is the only location in the area (and one of just two locations in the entire city) adjacent to SR-22 that is not designated as “landscaped” by the State of California (Caltrans) and therefore could allow a new outdoor advertising structure (findings #1 and #2). This fact indicates that a very limited number of properties along SR-22 are suitable for a billboard. Additionally, evidence provided by the applicant indicates that the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that proposed, with no apparent adverse effect (finding #3). Further, the applicant presents information that the proposed sign structure would be situated well above on-site and adjacent uses, and would be oriented entirely towards traffic on SR-22 freeway and in compliance with Caltrans’ guidance for the design and operation of digital billboards (finding #3). The applicant demonstrated that the subject property is designated in the City’s General Plan for commercial/industrial uses, and the proposed use is permitted within designated commercial/industrial zones per the sign ordinance (finding #4). Lastly, because the City will impose conditions on the operation of the billboard similar to those that would be imposed on any similar application, the project would not be afforded special privileges (finding #5). For these reasons, the granting of the variance would not have the potential to be materially detrimental to the public welfare and would not adversely affect the City’s General Plan or the intent of the Freeway Corridor. As such, the project would not conflict with any local policy or ordinance designed to mitigate environmental impacts. The proposed billboard would be subject to certain conditions of approval—including long-term review of potential light-related impacts—to minimize visual impacts on surrounding uses and ensure continued safety surrounding the sites. Other potential impacts, including aesthetics, are discussed in other sections of this Initial Study. Impact would be less than significant.

c) **No Impact.** As discussed in Checklist Response 4.4.f above, the project site is fully developed and within an urbanized area. Surrounding areas are not part of any habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan. As such, no impact would occur.

4.11 – Mineral Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) **No Impact.** The proposed project is located in a completely urbanized area. No mineral extraction or processing facilities exist on or adjacent to the proposed site. No known mineral resources exist within the City of Garden Grove.³³ The project would not result in the loss of availability of an important mineral resource recovery site; no impact would occur.

³³ City of Garden Grove. Garden Grove General Plan 2030: Conservation Element.

4.12 – Noise

Would the project result in:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Noise can be defined as unwanted sound. Sound (and therefore noise) consists of energy waves that people receive and interpret. Sound pressure levels are described in logarithmic units of ratios of sound pressures to a reference pressure, squared. These units are called *bels*. In order to provide a finer description of sound, a *bel* is subdivided into ten *decibels*, abbreviated dB. To account for the range of sound that human hearing perceives, a modified scale is utilized known as the A-weighted decibel (dBA). Since decibels are logarithmic units, sound pressure levels cannot be added or subtracted by ordinary arithmetic means. For example, if one automobile produces a sound pressure level of 70 dBA when it passes an observer, two cars passing simultaneously would not produce 140 dBA. In fact, they would combine to produce 73 dBA. This same principle can be applied to other traffic quantities as well. In other words, doubling the traffic volume on a street or the speed of the traffic would increase the traffic noise level

by 3 dBA. Conversely, halving the traffic volume or speed would reduce the traffic noise level by 3 dBA. A 3 dBA change in sound is the beginning at which humans generally notice a *barely perceptible* change in sound and a 5 dBA change is generally *readily perceptible*.³⁴

The proposed Billboard is located in a fully urbanized area, in close proximity to the SR-22 freeway, and is surrounded by commercial, industrial and institutional uses. Existing noise conditions are representative of this environment. Traffic noise from SR-22 is the greatest contributor to ambient noise levels near the project site. There are no discernible stationary noise sources within the project site. The nearest sensitive receptors are the single-family homes located to the southwest, on the opposite side of the freeway. These receptors are located approximately 308 feet from the property line to the location of the proposed sign pole.

a) **Less Than Significant Impact.** The City's Municipal Code Chapter 8.47 ("Noise Control") contains the City's noise level standards. Additional noise standards are included in Municipal Code Sections 8.47.040 ("Ambient Base Noise Levels") and 8.47.050 ("General Noise Regulation"). Construction of the proposed billboard would result in minimal, short-term construction-related noise, anticipated to last 19 to 21 days. Project-related construction would result in short-term increases in noise levels and groundborne vibration on and immediately surrounding the site. However, given the small-scale nature of the proposed billboard, the short-term noise increase is not expected to exceed State recommended noise compatibility standards or local noise ordinances. Moreover, the proposed billboard will not produce operational noise (other than periodic, routine site maintenance); therefore, impacts would be less than significant.

b) **Less Than Significant Impact.** Vibration is the movement of mass over time. It is described in terms of frequency and amplitude and unlike sound; there is no standard way of measuring and reporting amplitude. Vibration can be described in units of velocity (inches per second) or discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration. Vibration impacts to buildings are generally discussed in terms of peak particle velocity (PPV) that describes particle movement over time (in terms of physical displacement of mass). For purposes of this analysis, PPV would be used to describe all vibration for ease of reading and comparison. Vibration can impact people, structures, and sensitive equipment.³⁵ The primary concern related to vibration and people is the potential to annoy those working and residing in the area. Vibration with high enough amplitudes can damage structures (such as crack plaster or destroy windows). Groundborne vibration can also disrupt the use of sensitive medical and scientific instruments such as electron microscopes. Common sources of vibration within communities include construction activities and railroads. Operation of the proposed Billboard would not include uses that cause vibration.

Groundborne vibration generated by construction projects is usually highest during pile driving, rock blasting, soil compacting, jack hammering, and demolition-related activities. Next to pile driving, grading activities have the greatest potential for vibration impacts if large bulldozers, large trucks, or other heavy equipment are used. Construction of the proposed billboard would not include demolition, site clearing, grading, or other earth-moving activities that require any of the previously listed equipment. Therefore, the proposed project is not anticipated to result in vibration impacts. Activities associated with construction and operation of the proposed billboard would not result in any vibration-related impacts to adjacent properties. Impact would be less than significant.

c) **No Impact.** The proposed project would not increase ambient noise levels due to increased traffic generation in the project vicinity since the only associated vehicle trips would be those required for periodic sign maintenance. The proposed Billboard would not create any noise during operation. Therefore, the proposed project would not

³⁴ California Department of Transportation. Basics of Highway Noise: Technical Noise Supplement. November 2009.

³⁵ California Department of Transportation. Transportation- and Construction-Induced Vibration Guidance Manual. June 2004.

create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project; no impact would occur.

d) **Less Than Significant Impact.** The project would result in temporary construction-related noise increases. However, these increases would be temporary, as construction of billboards generally takes 19 to 21 days. Moreover, construction of the proposed Billboard does not require any demolition, grading, or other earth-moving activities that cause substantial increases in noise. Short-term maximum noise levels generated by heavy construction equipment can range from approximately 68 dBA to noise levels in excess of 100 dBA when measured at 50 feet. These noise levels would diminish with distance from the construction site at a rate of approximately 6 dBA per each doubling of distance. Heavy construction equipment utilized for construction of the billboard would include a drilling rig, skip loader, dump truck, crane truck, and flatbed truck for transporting sign structures. The City's Municipal Code limits hours of construction to 7:00 A.M. to 10:00 P.M.³⁶ Adherence to these hours would ensure that the project is in compliance with all local construction noise standards. Based on the location of nearest sensitive receptors, the type of equipment used in the construction process, and the relatively short time period of construction that is required for signs, construction noise impacts associated with the proposed project would be less than significant.

Operationally, the project would result only in periodic noise associated with maintenance of the billboard sign; these activities would involve use of typical commercial-level power equipment, and the City's Noise Ordinance would apply to such activities. Operation of the billboard would not include other periodic outdoor noise sources such as landscaping activities or solid waste and recycling pick-up. Pole signs and billboard signs do not have any noise-related operational impacts. Pole signs and static billboards do not generate any noise, and digital LED billboards are not designed to emit any sounds. Long-term operation impacts of the proposed billboard would not expose persons to noise levels that exceed the standards of the Municipal Code, nor would it exceed existing ambient noise level conditions; therefore, impact would be less than significant.

e, f) **No Impact.** No airport land use plans apply to the area, and the proposed project site is not located within two miles of an airport. No impacts to airport land use plans or airports could occur. There are also no private airstrips in the project vicinity; there would be no impacts related to excessive noise near a private airstrip.

³⁶ City of Garden Grove. Municipal Code Section 8.47.060 "Special Noise Sources", Construction of Buildings and Projects.

4.13 – Population and Housing

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-c) **No Impact.** The proposed Billboard would not entail establishing any housing or creating any job-creating uses and would be developed on a site currently supporting commercial uses. Therefore, would not induce substantial population growth in the area nor result in the removal of any housing. No impact would occur.

4.14 – 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:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** No new fire stations or other capital improvements would need to be built and no new fire personnel would need to be hired to maintain existing service ratios and response times, as the project would not increase population or the need to service them. No impact related to fire protection services would occur.

b) **No Impact.** The proposed billboard would not increase the residential population or generate new employment; therefore, the project would not require law enforcement and public safety services from the Garden Grove Police Department. No new stations or other capital improvement would be required, and no new personnel would need to be hired to maintain existing service ratios and response times. No impact related to police protection services would occur.

c) **No Impact.** The proposed billboard would not generate any employees nor house any residents who might attend a local school. No impact would occur.

d) **No Impact.** The proposed billboard would not generate any employees nor house any residents who might increase the demand for new or use of existing park or recreation facilities. No impact would occur.

e) **No Impact.** No impact would occur to other public facilities such as libraries because the proposed Billboard would not expand the residential population.

4.15 – Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed project would not create new households that could increase usage of local and regional parks and recreation facilities. No impact would occur.

b) **No Impact.** The proposed project would not include construction of any recreation facilities and would not require construction or improvement of any off-site facilities; thus, no impact would occur.

4.16 – Transportation and Traffic

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a, b, c, f) **Less than Significant Impact.** Construction and operation of the proposed Billboard would generate only minimal vehicle trips on existing public streets. During construction activity, per standard City practices the applicant would be required to prepare and implement a temporary traffic control plan, as warranted. As noted above, the project site is not located near an airport and billboard operations would not generate any new airport-related trips. Impacts would be less than significant.

d) **Less than Significant Impact with Mitigation Incorporated.** The project would involve the construction of a digital billboard within the Garden Grove (SR-22) Freeway Corridor within the City. The proposed Billboard would be visible primarily from SR-22 freeway, to which it would be oriented, but would also be visible from surrounding public streets.

The capability of digital billboards to present changing images has raised general concerns regarding the effect of such signage on traffic safety. The primary concern has been effects on driver attention, but concerns have also been raised regarding the potential for such signage to produce light of such intensity or direction that it could interfere with driver vision. This is a topic of ongoing research. The FHWA,³⁷ the American Association of State Highway and Transportation Officials, the National Cooperative Highway Research Program (NCHRP),³⁸ the Transportation Research Board, the Illumination Engineering Society of America,³⁹ the digital billboard industry,⁴⁰ and private groups have conducted or participated in numerous research studies. Literature reviews have found that there are no definitive, widely accepted conclusions about the presence or strength of adverse safety impacts from digital billboards, or about specific location, design, and operating standards that would protect public safety.⁴¹ Continued research is being conducted by various government agencies and private organizations.

The existing research points to a number of spatial and operational characteristics that could affect safety. These are mostly related to brightness and message duration. With regard to brightness, the brightness of a digital billboard would attract a driver's gaze earlier and longer than other visual stimuli that appear less bright.⁴² Also, the NCHRP report notes that at night, dawn or dusk, or in inclement weather, a bright sign can draw attention away from the road and traffic, and render less brightly lit official traffic signs, markings, and brake lights, less conspicuous and more difficult to discern. With regard to message duration, drivers would be more distracted by a display that changes as they approach it; as such, a longer message duration lowers the number of message changes seen by a driver and is less distracting.⁴³ The FHWA has recommended a message duration of eight seconds;⁴⁴ California requires a minimum of four seconds.⁴⁵

Another issue to consider is transition time between displays on the billboard, as it is a combination of brightness and apparent motion that attracts a viewer's gaze to the sign. A perceptible dark or blank interval between successive displays would increase the sense of apparent motion. The FHWA suggests that transition between messages be limited to one to two seconds.⁴⁶ Visual effects, such as fade, dissolve, or animation in the transition between successive messages is widely regarded as a distracting traffic safety hazard. State and federal law also establish

³⁷ U.S. Department of Transportation Federal Highway Administration. The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update. Publication No. FHWA-HRT-09-018. February 2009.

³⁸ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCHRP Project 20-7 (256). April 2009. This study was completed for the American Association of State Highway and Transportation Officials.

³⁹ Illumination Engineering Society of North America. IESNA Lighting Handbook. 9th Edition.

⁴⁰ Lighting Sciences/Ian Lewin Ph.D. Digital Billboard Recommendations and Comparisons to Conventional Billboards. 2007.

⁴¹ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCHRP Project 20-7 (256). April 2009.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ U.S. Department of Transportation, Federal Highway Administration. Information: Guidance on Off-Premise Changeable Message Signs. September 25, 2007.

⁴⁵ California Outdoor Advertising Act. Section 5405.

⁴⁶ U.S. Department of Transportation, Federal Highway Administration. Information: Guidance on Off-Premise Changeable Message Signs. September 25, 2007.

minimum spacing distance between digital billboards, of 1,000 feet. Additionally, digital billboards should not be placed near driver decision and action points, such as interchanges and curves, or near official traffic control signs that guide drivers to these actions, as this is a potential traffic safety concern.⁴⁷ The proposed Billboard would be required to comply with this spacing requirement.

The proposed billboard would also be required to comply with all existing federal and State laws and regulations related to billboards, including the Highway Beautification Act, FHWA agreements with the State pursuant to the Highway Beautification Act, the California Outdoor Advertising Act, and the California Vehicle Code. These laws and regulations are enforced by Caltrans and the California Highway Patrol. To ensure establishment and continued operation of the billboard within acceptable safety ranges, the following mitigation measures are included.

Mitigation Measures

TRANS-1 The operator of the digital LED billboard shall comply with the following at all times:

- a) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.
- b) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second.
- c) The LED billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
- d) In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall impose a default to an output level no higher than four percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

TRANS-2 The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:

- a) Status of the operator's license as required by California Business and Professions Code paragraph 5300 et seq.;
- b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code paragraph 5350 et seq.;
- c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code paragraph 5200 and all regulations adopted pursuant to such Act;
- d) Compliance with California Vehicle Code paragraphs 21466.5 and 21467;
- e) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. paragraph 131);
- f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor;

⁴⁷ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCRHP Project 20-7 (256). April 2009.

- h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

If the report identifies any violation of the operational conditions required by the City of the LED billboard, the billboard shall be switched off until such time corrective actions, to the satisfaction of the Community and Economic Development Director, have been taken.

These measures would ensure that operation of the proposed billboard would meet short- and long-term safety requirements in the future; therefore, with incorporation of mitigation, impact would be less than significant.

e) **No Impact.** The proposed billboard would be located on a private parcel, outside of travelled portions of the driveway and parking areas, and would present no obstacles to emergency access. All construction activities would occur within the proposed parcel and would not involve any road closures on SR-22 or any other public street.

The proposed billboard would also have the capacity to display official messages regarding emergencies and could perform as part of the emergency response system, thus resulting in beneficial impacts. Therefore, the project would have no impact with regard to inadequate emergency access.

4.17 – Utilities and Service Systems

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-g) **No Impact.** The proposed billboard would require electrical service to support digital LED messages. Electric power service is currently provided to the project site suitable for commercial purposes, and providing modified electrical services would not result in any significant effects. The proposed Billboard would use electrical energy and would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. These standards would ensure that electrical energy would be used efficiently. Section 4.7 discusses the related greenhouse gas emissions associated with this energy use. Impact would be less than significant.

Operation of the proposed billboard would not generate any solid waste or wastewater, nor would operations require a supply of potable water. All waste materials associated with the removal of existing billboards would be recycled or deposited in landfills. Excavated soil would either be reused if determined to be feasible or be disposed of in landfills in compliance with State and local laws. Construction and operation of the proposed billboard would not require other utility services and would not affect drainage. Installation of the proposed billboard would include coordination with various other utility companies via the Underground Service Alert to prevent conflicts with subterranean utilities. Therefore, there would be no impact on utility services.

4.18 – Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) **Less Than Significant.** The proposed billboard would not substantially impact any agricultural or forest resources, as discussed in Section 4.2. The project site is located within an urbanized area with no natural habitat. The project would not significantly impact any sensitive plants, plant communities, fish, wildlife, or habitat for any sensitive species as discussed in Section 4.4. The project would not significantly impact any mineral resources, as discussed in section 4.11. Adverse impacts to population and housing would not occur, as shown in Section 4.13. The project would not significantly impact the administration of public resources, as discussed in Section 4.14. The project would not significantly impact recreation facilities and/or resources, as discussed in Section 4.14. Adverse impacts to utilities and service systems would not occur, as discussed in section 4.15. The environmental analysis provided in Section 4.3 concludes that impacts related to emissions of criteria pollutants and other air quality impacts would be less than significant. Section 4.5 concludes that impacts related to cultural resources would be less than significant. Section 4.7 concludes that impacts related to geology and soils would be less than significant. The project would not significantly impact the environment with concern to the routine transport of hazardous materials, as concluded in Section 4.8. Impacts to hydrology and water quality were shown to be less than significant in Section 4.9. No impacts to land use and planning would occur because of the project, as discussed in Section 4.10. The environmental analysis provided in Section 4.12 concludes that impacts related to noise would be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 thru 4.17, no evidence is presented that this project would degrade the quality of the environment. The City hereby finds that impacts related to aesthetics, migratory birds, cultural resources, and traffic would be less than significant with mitigation incorporation as discussed in Section 4.1, 4.6, and 4.16 respectively.

b) **Less Than Significant with Mitigation Incorporation.** Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with changes resulting from other past, present, and

future projects that affect the same resources, utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved in the project. Such impacts are expected to be less than significant for this project due to the fact that there are no other similar projects currently proposed within the project vicinity, and the proposed billboard would be a feature that is consistent with the character of the existing urbanized environment.

The proposed billboard would generally result in less than significant environmental impacts (with mitigation incorporated), as discussed herein. Short-term impacts related to light and glare and traffic hazards would be mitigated to less than significant levels. The proposed billboard could have the potential for long-term cumulative impacts if more digital billboards were to be constructed in the area in the future. However, as noted in Section 4.9 (Land Use and Planning), Caltrans has designated most of the SR-22 extent through Garden Grove as a landscaped area, within which billboards are not permitted; this condition would limit the establishment of additional billboards. Also, federal and State guidelines would be followed concerning the frequency at which signs can be placed along the freeway. Cumulative visual impacts would thus be avoided.

Impacts related to noise and air quality were determined to be less than significant given the limited scale of sign construction, and therefore would not contribute substantially to any other concurrent construction programs that may be occurring in the vicinity. Short-term impacts related to pollutant emissions would be less than significant and would not exceed maximum thresholds.

No other major projects are currently being planned to occur within the proposed project vicinity. Construction of the proposed billboard is generally estimated to take 19 to 21 days. Furthermore, development of the proposed billboard would require minimal on-site construction, which would result in less than significant impacts, as the sign structure is fabricated primarily off site. Construction that would occur on site would be limited to drilling a hole for the foundation, hauling away dirt and debris, and erecting the sign structure. Construction impacts were determined to be less than significant. The City hereby finds that the contribution of the proposed billboard to cumulative impacts would be less than significant with mitigation incorporation, as noted in previous sections of this Initial Study.

c) **Less Than Significant with Mitigation Incorporation.** Based on the analysis of the project's impacts in the responses to items 4.1 thru 4.17, there is no indication that this project could result in substantial adverse effects on human beings. While there would be limited temporary effects during construction related to noise and criteria pollutant emissions, these were determined to be less than significant. Long-term effects would include minor changes of the visual character of the site and surrounding roadways due to the possible future addition of signs to the area and associated changes to lighting conditions. However, these changes are anticipated to be consistent with the existing aesthetic character and land uses of the area. Moreover, mitigation is incorporated to reduce the level of significance related to aesthetics and traffic safety to a less than significant level. The analysis herein concludes that direct and indirect environmental effects can be mitigated. Based on the analysis in this Initial Study, the City finds that direct and indirect impacts to human beings would be less than significant with mitigation incorporated.

5.1 – List of Preparers

City of Garden Grove (Lead Agency)

Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Lee Marino, Senior Planner

MIG, Inc. (Environmental Analysis)

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Riverside, California 92507
951.787.9222

Laura Stetson, AICP, Principal
Christopher Brown, Director of Environmental Services
Cameron Hile, Project Analyst

6 Summary of Mitigation Measures

AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

AES-2: Signs shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.

TRANS-1 The operator of the digital LED billboard shall comply with the following at all times:

- e) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.
- f) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second.
- g) The LED billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
- h) In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall impose a default to an output level no higher than four percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.

TRANS-2 The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:

- j) Status of the operator's license as required by California Business and Professions Code paragraph 5300 et seq.;
- k) Status of the required permit for individual digital billboards, as required by California Business and Professions Code paragraph 5350 et seq.;
- l) Compliance with the California Outdoor Advertising Act, California Business and Professions Code paragraph 5200 and all regulations adopted pursuant to such Act;
- m) Compliance with California Vehicle Code paragraphs 21466.5 and 21467;
- n) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. paragraph 131);
- o) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- p) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor;

- q) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- r) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

If the report identifies any violation of the operational conditions required by the City of the LED billboard, the billboard shall be switched off until such time corrective actions, to the satisfaction of the Community and Economic Development Director, have been taken.

7 Appendix Materials

Appendix A

Air Quality Modeling Data

Newhope Digital Billboard Project
South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			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

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Nonresidential_Interior	300	0
tblConstructionPhase	NumDays	100.00	4.00
tblConstructionPhase	NumDays	100.00	1.00
tblConstructionPhase	NumDays	100.00	2.00
tblConstructionPhase	NumDays	100.00	3.00
tblConstructionPhase	NumDays	100.00	7.00
tblConstructionPhase	NumDays	1.00	2.00
tblConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10
tblOffRoadEquipment	HorsePower	62.00	97.00
tblOffRoadEquipment	HorsePower	62.00	89.00
tblOffRoadEquipment	HorsePower	62.00	226.00
tblOffRoadEquipment	HorsePower	205.00	174.00
tblOffRoadEquipment	HorsePower	9.00	97.00

tblOffRoadEquipment	HorsePower	64.00	205.00
tblOffRoadEquipment	HorsePower	80.00	226.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	LoadFactor	0.56	1.00
tblOffRoadEquipment	LoadFactor	0.73	1.00
tblOffRoadEquipment	LoadFactor	0.37	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017

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	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9231	26.9231	7.2300e-003	0.0000	27.0749
Total	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9231	26.9231	7.2300e-003	0.0000	27.0749

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9230	26.9230	7.2300e-003	0.0000	27.0748
Total	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9230	26.9230	7.2300e-003	0.0000	27.0748

	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	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	tons/yr										MT/yr					
Area	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005

2.2 Overall Operational

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	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005

	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00

Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	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
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction 2	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction 3	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction 4	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction 5	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Billboard 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					
Fugitive Dust					4.9000e-004	0.0000	4.9000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.2800e-003	0.0440	0.0345	5.0000e-005		3.0800e-003	3.0800e-003		2.9700e-003	2.9700e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3288
Total	5.2800e-003	0.0440	0.0345	5.0000e-005	4.9000e-004	3.0800e-003	3.5700e-003	7.0000e-005	2.9700e-003	3.0400e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3288

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	4.0000e-005	7.3000e-004	5.5000e-004	0.0000	4.0000e-005	1.0000e-005	5.0000e-005	1.0000e-005	1.0000e-005	2.0000e-005	0.0000	0.1686	0.1686	0.0000	0.0000	0.1686
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	1.6000e-004	2.4000e-004	2.4500e-003	1.0000e-005	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.4112	0.4112	2.0000e-005	0.0000	0.4116
Total	2.0000e-004	9.7000e-004	3.0000e-003	1.0000e-005	4.8000e-004	1.0000e-005	4.9000e-004	1.3000e-004	1.0000e-005	1.4000e-004	0.0000	0.5797	0.5797	2.0000e-005	0.0000	0.5802

3.2 Billboard Demolition - 2016**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					4.9000e-004	0.0000	4.9000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.2800e-003	0.0440	0.0345	5.0000e-005		3.0800e-003	3.0800e-003		2.9700e-003	2.9700e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3287
Total	5.2800e-003	0.0440	0.0345	5.0000e-005	4.9000e-004	3.0800e-003	3.5700e-003	7.0000e-005	2.9700e-003	3.0400e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3287

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	4.0000e-005	7.3000e-004	5.5000e-004	0.0000	4.0000e-005	1.0000e-005	5.0000e-005	1.0000e-005	1.0000e-005	2.0000e-005	0.0000	0.1686	0.1686	0.0000	0.0000	0.1686
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	1.6000e-004	2.4000e-004	2.4500e-003	1.0000e-005	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.4112	0.4112	2.0000e-005	0.0000	0.4116
Total	2.0000e-004	9.7000e-004	3.0000e-003	1.0000e-005	4.8000e-004	1.0000e-005	4.9000e-004	1.3000e-004	1.0000e-005	1.4000e-004	0.0000	0.5797	0.5797	2.0000e-005	0.0000	0.5802

3.3 Site Preparation - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.3000e-004	0.0000	5.3000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.4000e-003	0.0357	0.0273	4.0000e-005		2.0000e-003	2.0000e-003		1.8800e-003	1.8800e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
Total	3.4000e-003	0.0357	0.0273	4.0000e-005	5.3000e-004	2.0000e-003	2.5300e-003	6.0000e-005	1.8800e-003	1.9400e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498

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	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
Total	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544

3.3 Site Preparation - 2016**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					5.3000e-004	0.0000	5.3000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.4000e-003	0.0357	0.0273	4.0000e-005		2.0000e-003	2.0000e-003		1.8800e-003	1.8800e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
Total	3.4000e-003	0.0357	0.0273	4.0000e-005	5.3000e-004	2.0000e-003	2.5300e-003	6.0000e-005	1.8800e-003	1.9400e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498

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	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
Total	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544

3.4 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	7.0100e-003	0.0777	0.0340	6.0000e-005		4.1600e-003	4.1600e-003		3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077
Total	7.0100e-003	0.0777	0.0340	6.0000e-005		4.1600e-003	4.1600e-003		3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.4 Building Construction - 2016**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	7.0100e-003	0.0777	0.0340	6.0000e-005		4.1600e-003	4.1600e-003		3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077
Total	7.0100e-003	0.0777	0.0340	6.0000e-005		4.1600e-003	4.1600e-003		3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Building Construction 2 - 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	1.7500e-003	0.0194	8.5100e-003	1.0000e-005		1.0400e-003	1.0400e-003		9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3269
Total	1.7500e-003	0.0194	8.5100e-003	1.0000e-005		1.0400e-003	1.0400e-003		9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3269

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Building Construction 2 - 2016

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	1.7500e-003	0.0194	8.5100e-003	1.0000e-005		1.0400e-003	1.0400e-003		9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3269
Total	1.7500e-003	0.0194	8.5100e-003	1.0000e-005		1.0400e-003	1.0400e-003		9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3269

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 2016

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.7600e-003	0.0431	0.0220	4.0000e-005		2.2600e-003	2.2600e-003		2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792
Total	3.7600e-003	0.0431	0.0220	4.0000e-005		2.2600e-003	2.2600e-003		2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 2016

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.7600e-003	0.0431	0.0220	4.0000e-005		2.2600e-003	2.2600e-003		2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792
Total	3.7600e-003	0.0431	0.0220	4.0000e-005		2.2600e-003	2.2600e-003		2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.7 Building Construction 4 - 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	4.9900e-003	0.0583	0.0245	5.0000e-005		2.9100e-003	2.9100e-003		2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821
Total	4.9900e-003	0.0583	0.0245	5.0000e-005		2.9100e-003	2.9100e-003		2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.7 Building Construction 4 - 2016

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	4.9900e-003	0.0583	0.0245	5.0000e-005		2.9100e-003	2.9100e-003		2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821
Total	4.9900e-003	0.0583	0.0245	5.0000e-005		2.9100e-003	2.9100e-003		2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.8 Building Construction 5 - 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	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658
Total	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.8 Building Construction 5 - 2016

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	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658
Total	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

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
User Defined Commercial	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
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

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					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

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	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Unmitigated	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005

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	6.0000e-005					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.2000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Total	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	6.0000e-005					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.2000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Total	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Commercial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Commercial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Newhope Digital Billboard Project

South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			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

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Nonresidential_Interior	300	0
tblConstructionPhase	NumDays	100.00	4.00
tblConstructionPhase	NumDays	100.00	1.00
tblConstructionPhase	NumDays	100.00	2.00
tblConstructionPhase	NumDays	100.00	3.00
tblConstructionPhase	NumDays	100.00	7.00
tblConstructionPhase	NumDays	1.00	2.00
tblConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10
tblOffRoadEquipment	HorsePower	62.00	97.00
tblOffRoadEquipment	HorsePower	62.00	89.00
tblOffRoadEquipment	HorsePower	62.00	226.00
tblOffRoadEquipment	HorsePower	205.00	174.00
tblOffRoadEquipment	HorsePower	9.00	97.00

tblOffRoadEquipment	HorsePower	64.00	205.00
tblOffRoadEquipment	HorsePower	80.00	226.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	LoadFactor	0.56	1.00
tblOffRoadEquipment	LoadFactor	0.73	1.00
tblOffRoadEquipment	LoadFactor	0.37	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017

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	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.9146	4,398.9146	1.1165	0.0000	4,422.3614
Total	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.9146	4,398.9146	1.1165	0.0000	4,422.3614

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	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.9146	4,398.9146	1.1165	0.0000	4,422.3613
Total	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.9146	4,398.9146	1.1165	0.0000	4,422.3613

	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	0.00	0.00	0.00	0.00	0.00	0.00	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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	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	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	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	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41

Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00
Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	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
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Billboard 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					
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003		0.6159	0.6159		0.5944	0.5944		950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093		950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016**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	8.6200e-003	0.1384	0.0973	3.7000e-004	8.7100e-003	2.1400e-003	0.0109	2.3800e-003	1.9700e-003	4.3500e-003		37.2023	37.2023	2.7000e-004		37.2079
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	0.0333	0.0417	0.5189	1.1300e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		95.1666	95.1666	4.8800e-003		95.2691
Total	0.0419	0.1800	0.6162	1.5000e-003	0.0981	2.8900e-003	0.1010	0.0261	2.6600e-003	0.0288		132.3689	132.3689	5.1500e-003		132.4770

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003		0.6159	0.6159		0.5944	0.5944	0.0000	950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093	0.0000	950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016**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	8.6200e-003	0.1384	0.0973	3.7000e-004	8.7100e-003	2.1400e-003	0.0109	2.3800e-003	1.9700e-003	4.3500e-003		37.2023	37.2023	2.7000e-004		37.2079
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	0.0333	0.0417	0.5189	1.1300e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		95.1666	95.1666	4.8800e-003		95.2691
Total	0.0419	0.1800	0.6162	1.5000e-003	0.0981	2.8900e-003	0.1010	0.0261	2.6600e-003	0.0288		132.3689	132.3689	5.1500e-003		132.4770

3.3 Site Preparation - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414		1.9978	1.9978		1.8760	1.8760		4,220.477 2	4,220.477 2	1.1067		4,243.718 5
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333		4,220.477 2	4,220.477 2	1.1067		4,243.718 5

3.3 Site Preparation - 2016**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	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		178.4374	178.4374	9.1500e-003		178.6295
Total	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		178.4374	178.4374	9.1500e-003		178.6295

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414		1.9978	1.9978		1.8760	1.8760	0.0000	4,220.477 2	4,220.477 2	1.1067		4,243.718 5
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333	0.0000	4,220.477 2	4,220.477 2	1.1067		4,243.718 5

3.3 Site Preparation - 2016**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	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		178.4374	178.4374	9.1500e-003		178.6295
Total	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		178.4374	178.4374	9.1500e-003		178.6295

3.4 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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501

3.4 Building Construction - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501

3.4 Building Construction - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.5 Building Construction 2 - 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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501

3.5 Building Construction 2 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501

3.5 Building Construction 2 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.6 Building Construction 3 - 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	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763		3,701.532 1	3,701.532 1	1.1165		3,724.978 9
Total	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763		3,701.532 1	3,701.532 1	1.1165		3,724.978 9

3.6 Building Construction 3 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532 1	3,701.532 1	1.1165		3,724.978 9
Total	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532 1	3,701.532 1	1.1165		3,724.978 9

3.6 Building Construction 3 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.7 Building Construction 4 - 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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3,200.0125	3,200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3,200.0125	3,200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.8 Building Construction 5 - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016

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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

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
User Defined Commercial	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
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Unmitigated	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

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	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

6.2 Area by SubCategory

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	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

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

Newhope Digital Billboard Project

South Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			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

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Nonresidential_Interior	300	0
tblConstructionPhase	NumDays	100.00	4.00
tblConstructionPhase	NumDays	100.00	1.00
tblConstructionPhase	NumDays	100.00	2.00
tblConstructionPhase	NumDays	100.00	3.00
tblConstructionPhase	NumDays	100.00	7.00
tblConstructionPhase	NumDays	1.00	2.00
tblConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10
tblOffRoadEquipment	HorsePower	62.00	97.00
tblOffRoadEquipment	HorsePower	62.00	89.00
tblOffRoadEquipment	HorsePower	62.00	226.00
tblOffRoadEquipment	HorsePower	205.00	174.00
tblOffRoadEquipment	HorsePower	9.00	97.00

tblOffRoadEquipment	HorsePower	64.00	205.00
tblOffRoadEquipment	HorsePower	80.00	226.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.29	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.31	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	LoadFactor	0.56	1.00
tblOffRoadEquipment	LoadFactor	0.73	1.00
tblOffRoadEquipment	LoadFactor	0.37	1.00
tblOffRoadEquipment	LoadFactor	0.50	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblOffRoadEquipment	UsageHours	4.00	8.00
tblProjectCharacteristics	OperationalYear	2014	2017

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	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.8315	4,387.8315	1.1165	0.0000	4,411.2782
Total	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.8315	4,387.8315	1.1165	0.0000	4,411.2782

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	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.8315	4,387.8315	1.1165	0.0000	4,411.2782
Total	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.8315	4,387.8315	1.1165	0.0000	4,411.2782

	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	0.00	0.00	0.00	0.00	0.00	0.00	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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	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	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	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	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41

Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00
Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	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
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Billboard 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					
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003		0.6159	0.6159		0.5944	0.5944		950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093		950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016**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	9.1000e-003	0.1434	0.1115	3.7000e-004	8.7100e-003	2.1500e-003	0.0109	2.3800e-003	1.9700e-003	4.3600e-003		37.1140	37.1140	2.7000e-004		37.1196
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	0.0341	0.0458	0.4784	1.0600e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		89.2556	89.2556	4.8800e-003		89.3581
Total	0.0432	0.1891	0.5899	1.4300e-003	0.0981	2.9000e-003	0.1010	0.0261	2.6600e-003	0.0288		126.3696	126.3696	5.1500e-003		126.4777

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003		0.6159	0.6159		0.5944	0.5944	0.0000	950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093	0.0000	950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016**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	9.1000e-003	0.1434	0.1115	3.7000e-004	8.7100e-003	2.1500e-003	0.0109	2.3800e-003	1.9700e-003	4.3600e-003		37.1140	37.1140	2.7000e-004		37.1196
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	0.0341	0.0458	0.4784	1.0600e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		89.2556	89.2556	4.8800e-003		89.3581
Total	0.0432	0.1891	0.5899	1.4300e-003	0.0981	2.9000e-003	0.1010	0.0261	2.6600e-003	0.0288		126.3696	126.3696	5.1500e-003		126.4777

3.3 Site Preparation - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414		1.9978	1.9978		1.8760	1.8760		4,220.477 2	4,220.477 2	1.1067		4,243.718 5
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333		4,220.477 2	4,220.477 2	1.1067		4,243.718 5

3.3 Site Preparation - 2016**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	0.0638	0.0858	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		167.3543	167.3543	9.1500e-003		167.5464
Total	0.0638	0.0858	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		167.3543	167.3543	9.1500e-003		167.5464

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414		1.9978	1.9978		1.8760	1.8760	0.0000	4,220.477 2	4,220.477 2	1.1067		4,243.718 5
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333	0.0000	4,220.477 2	4,220.477 2	1.1067		4,243.718 5

3.3 Site Preparation - 2016**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	0.0638	0.0858	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		167.3543	167.3543	9.1500e-003		167.5464
Total	0.0638	0.0858	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458		167.3543	167.3543	9.1500e-003		167.5464

3.4 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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501

3.4 Building Construction - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501

3.4 Building Construction - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.5 Building Construction 2 - 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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501

3.5 Building Construction 2 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501

3.5 Building Construction 2 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.6 Building Construction 3 - 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	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763		3,701.532 1	3,701.532 1	1.1165		3,724.978 9
Total	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763		3,701.532 1	3,701.532 1	1.1165		3,724.978 9

3.6 Building Construction 3 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532 1	3,701.532 1	1.1165		3,724.978 9
Total	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532 1	3,701.532 1	1.1165		3,724.978 9

3.6 Building Construction 3 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.7 Building Construction 4 - 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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3,200.0125	3,200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3,200.0125	3,200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.8 Building Construction 5 - 2016**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016**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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016

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	0.0000	0.0000	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

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
User Defined Commercial	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
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Commercial	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		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

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	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Unmitigated	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

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	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

6.2 Area by SubCategory

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	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

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

Appendix B

AB 52 Consultation Letter

May 17, 2016

Gabrieleno Band of Mission Indians-Kizh Nation
Andrew Salas, Chairperson
P.O. Box 393
Covina, CA. 91723

Subject: AB 52 Notification for the **Newhope LED Billboard Relocation Project**
City of Garden Grove, County of Orange, California

Dear Mr. Salas.:

As of July 15, 2015, Public Resources Sections (PRC) 21080.1, 21080.3.1 and 21080.3.2 requires public agencies to consult with California Native American tribes that have submitted a request to be notified of projects in their traditional/cultural use areas for the purpose of mitigating impacts to tribal cultural resources pursuant to California Environmental Quality (CEQA). You are being contacted because the City is in receipt of your formal AB 52 Notification Request: concerning projects located within the tribes traditional and/or cultural use area.

This letter serves as the Lead Agency's formal notification, pursuant to PRC 21080.1(d), that application for the Project is on-going. The City of Garden Grove is considering an application for the construction of relocation of a freeway oriented digital billboard. The proposed billboard will be located on a parcel on the north side of State Route-22. The sign will be approximately 75-feet tall and the digital display will be approximately 48-feet wide by 14-feet tall. There are no adjacent residential areas and no other change to the existing parcel other than construction of the billboard is proposed.

The Project occupies Sectioned 4, Township 4 South, Range 10 West as depicted on USGS Anaheim (1965) California 7.5 Minute Quadrangles (see Enclosure). The proposed project is located on 13512 Newhope Street, Garden Grove, County of Orange, California (APN 100-125-02).

Currently the project site is occupied by a law firm and auto repair shop and will not include the demolition of any existing structures or buildings. Utility connections (electrical) for the billboard will also be provided as part of the proposed project. No other structures or buildings in addition to the sign-pole and billboard facing are proposed. Construction of the sign will not require demolition, paving, or grading activities. Construction will include drilling of a hole for the sign-pole, pouring of anchors, erection of the sign-pole, and installation of the digital LED display atop the sign-pole.

If you would like the City of Garden Grove (Lead Agency) to consult with you regarding this project, please notify the City of Garden Grove Community Development Department in writing, within 30 days of this notification. Thank you for your assistance in this matter.

Sincerely,



Lee Marino, Senior Planner, Planning Division

City of Garden Grove

Enclosure: USGS 7.5 Minute Quadrangle (Anaheim)

NEWHOPE DIGITAL BILLBOARD PROJECT
Mitigated Negative Declaration: Mitigation Monitoring Reporting Program

Mitigation Measures		Monitoring Timing/ Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Aesthetics Mitigation Measure							
AES-1	The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face during nighttime conditions upon initial start-up through field-testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field-testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.	Prior to Issuance of Certificate of Occupancy	Field-testing	Community Development Department			
AES-2	Signs shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.	Throughout operation	Field-testing	Community Development Department			
Transportation and Traffic Mitigation Measures							
TRANS-1	<p>The operator of the digital LED billboards shall comply with the following at all times:</p> <ul style="list-style-type: none">a) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.b) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second.c) The minimum font size shall be established for the maximum speed on SR-22 freeway. The font size standard shall be in accordance with the sign industry’s best practices formula.d) Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing or using any technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.e) In the event of any failure or combination of failures that affect the digital billboards’ luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to	Prior to Issuance of Certificate of Occupancy	Field-testing	Community Development Department			

NEWHOPE DIGITAL BILLBOARD PROJECT
Mitigated Negative Declaration: Mitigation Monitoring Reporting Program

Mitigation Measures		Monitoring Timing/ Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
	an "off" position until the problem can be resolved.						
TRANS-2	<p>The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:</p> <ul style="list-style-type: none"> a) Status of the operator's license as required by California Business and Professions Code para 5300 et seq.; b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code para. 5350 et seq.; c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code para 5200 and all regulations adopted pursuant to such Act; d) Compliance with California Vehicle Code para 21466.5 and 21467; e) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23U.S.C. para.131); f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval; g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor; h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode. 	During Operation	Field-testing	Community Development Department			

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Consideration of an Ordinance increasing the Traffic Commission from five to seven members. (<i>Action Item</i>)	Date:	10/25/2016

OBJECTIVE

To present an ordinance to the City Council for first reading and introduction to increase the membership of the Traffic Commission from five to seven members.

BACKGROUND

Because of the change to District elections and the increase of the City Council membership to six council districts and an at-large elected mayor, the City Council gave direction for staff to make sure that all of the City's citizen commissions be composed of seven members. All citizen commissions currently consist of seven members except for the Traffic Commission, which currently consists of five members.

DISCUSSION

The attached ordinance amends Section 2.70.010 of Chapter 2.70 of the Garden Grove Municipal Code to increase the membership of the Traffic Commission from five members to seven members. Once adopted after second reading, the ordinance will become effective in 30 days and all citizen commissions will consist of seven members.

FINANCIAL IMPACT

None.

RECOMMENDATION

Introduce the following Ordinance read by title only:

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTION 2.70.010 OF CHAPTER 2.70 OF TITLE 2 OF THE GARDEN

AMENDING SECTION 2.70.010 OF CHAPTER 2.70 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO THE TRAFFIC COMMISSION.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	10/15/2016	Ordinance	GG_Ordinance_AmendingTraffic_Commissioner_Qualifications_from_5_to_7.DOCX

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTION 2.70.010 OF CHAPTER 2.70 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO THE TRAFFIC COMMISSION

City Attorney Summary

This Ordinance amends Section 2.70.010 of Chapter 2.70 of the Garden Grove Municipal Code to increase the membership of the Traffic Commission from five members to seven members.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 2.70.010 of Chapter 2.70 of Title 2 of the Garden Grove Municipal Code is hereby amended as follows (additions shown in ***bold/italics***; deletions shown in **~~bold/strikeout~~**):

SECTION 2.70.010 Establishment of Traffic Commission

A Traffic Commission consisting of **~~five~~ *seven*** members is hereby established.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Introduction of an Ordinance adopting animal control regulations for the City of Garden Grove. (<i>Action Item</i>)		
	Date:	10/24/2016	

OBJECTIVE

For the City Council to introduce an Ordinance adopting animal control regulations for the City of Garden Grove to replace County regulations.

BACKGROUND

On April 26, 2016, the City Council authorized staff to terminate the City's agreement with the County of Orange for animal care services and to enter into an agreement with the Orange County Humane Society for shelter services, effective January 1, 2017. Animal care field and licensing services will be provided by City staff.

DISCUSSION

Previously, the City adopted the County's animal control regulations by reference with the County responsible for enforcement. Since the City will now be providing animal care field and licensing services, it is necessary for the City to adopt its own animal control regulations that will be enforced by City staff. The proposed regulations are modeled substantially after the County regulations, with sections that no longer apply to Garden Grove deleted.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Introduce and conduct the first reading of the attached Ordinance adopting animal control regulations for the City of Garden Grove.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	10/20/2016	Cover Memo	GG_2016_Animal_Regulations_(1).docx

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN AMENDING CHAPTERS 6.04 AND 6.05 OF TITLE 6 OF THE GARDEN GROVE MUNICIPAL CODE REGARDING ANIMAL REGULATIONS.

City Attorney Summary

This Ordinance amends Chapters 6.04 and 6.05 of the Garden Grove Municipal Code pertaining to animal regulations. The new regulations in Chapter 6.04 are modeled substantially after the Orange County animal regulations, which have been previously enforced by the County pursuant to its contract with the City, which contract will expire at the end of 2016. The new regulations are being codified in the Garden Grove Municipal Code and will be enforced by City officers commencing in 2017. Various provisions of Chapter 6.05 are being amended to remove references to County offices and officials, replacing them with City offices and officials.

WHEREAS, the City has contracted with the County of Orange to enforce animal regulations since July 1982 and has adopted the County's regulations by reference; and

WHEREAS, the City's contract with the County will be terminated as of December 31, 2016 and the City will thereafter enforce animal regulations in the City through its own program and personnel; and

WHEREAS, it is necessary to replace the codification of the County Ordinances by reference and replace them with local regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 6.04 of Title 6 of the Garden Grove Municipal Code is hereby revised in its entirety to read as follows:

CHAPTER 6.04

ANIMAL REGULATIONS

Section 6.04.010 Definitions

The following terms, as used in this chapter, shall have the meanings herein set forth, unless it is apparent from the context thereof that some other meaning is intended.

Animal includes, but is not limited to, birds, fishes, reptiles and nonhuman mammals.

Approved rabies vaccine means a vaccine which is approved for use in the animal concerned by the California Department of Health.

Approved research institution means a college, hospital, university or research laboratory conducting research under humane conditions, if the Director so finds and certifies in writing.

Cat includes domesticated members of the species *Felis catus*; it excludes other members of the family *Felidae*.

Commercial means operated or carried on primarily for financial gain.

Dangerous animals means any animal of a species which presents a threat to the safety of persons or property, as determined by the Director.

Director means the Public Works Director or his/her designee.

Dog includes domesticated members of the species *Canis familiaris*; it excludes other members of the family *Canidae*.

Guard (sentry) dog means any dog utilized, on a commercial basis, to guard any property within the City, including guarding against fire or theft or both.

Guide dog means a properly trained dog certified by a licensed guide (Seeing Eye) dog agency and actually being used by a blind person.

Impounded shall mean having been received into the custody of any animal shelter, or into the custody of the Director.

Neutered means rendered incapable of reproduction by physical (surgical alteration or the implantation of a device) or other means. To be acceptable, the neutering must be certified to by a licensed veterinarian.

Person means any individual, firm, partnership, corporation, company, society, or association, and every officer, agent or employee thereof.

Potentially dangerous dog means any of the following:

- (1) Any dog which, when unprovoked, on 2 separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury whether the person and the dog are on or off the property of the owner or custodian of the dog.
- (2) Any dog which, when unprovoked, bites a person causing any injury less severe than a "severe injury." Severe injury means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.
- (3) Any dog which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal.
- (4) Provided, no dog may be determined to be a vicious dog if any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the dog, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the dog, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.
- (5) Provided, further, that these definitions do not apply to dogs used in military or police work while they are actually performing in that capacity.

Quarantine means the strict confinement of an animal upon the premises of the owner or elsewhere as approved by the Director.

Vicious dog means any of the following:

- (1) Any dog seized as a "fighting animal" under section 599aa of the Penal Code and upon the sustaining of a conviction of the owner or custodian of a fighting animal as set forth in subdivision (a) of Section 597.5 of the Penal Code.
- (2) Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being, whether the person and the dog are on or off the property of the owner or custodian of the dog.
- (3) Any dog previously determined to be and currently listed as a potentially dangerous dog, which, after its owner or keeper has been notified of this determination, continues the behavior of a "potentially dangerous dog," or is maintained in violation of the conditions and restrictions placed upon the dog as a "potentially dangerous dog."
- (4) Provided, no dog may be determined to be a vicious dog if any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the dog, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the dog, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.
- (5) Provided, further, that these definitions do not apply to dogs used in military or police work while they are actually performing in that capacity.

Section 6.04.020 Prohibition, Administration, and Enforcement

A. Keeping of Certain Animals Prohibited.

1. It is unlawful for any person to keep or maintain animals within the corporate City limits not permitted by this chapter or in violation of this chapter.
2. No person shall keep or maintain any animals that are detrimental to the public health, safety, and welfare.

3. Roosters and Livestock Animals Prohibited. It is unlawful for any person to keep or maintain roosters and livestock animals, including, but not limited to, any bull, steer, cows, calves, cattle, sheep, swine, equine, and bovine, etc., within the corporate City limits.
4. Beehives. Beehives shall be prohibited within the corporate City limits.
5. Unsanitary Conditions. No person shall keep or maintain any animals in an odious, offensive, obnoxious, filthy, or unsanitary condition.
6. Limitations. Except as otherwise provided for in this chapter, the following animals may be permitted on properties zoned for residential use:
 - (a) A maximum of four of the following or four of any combination of the following shall be permitted:
 - (1) A maximum of four dogs, four months of age or older, shall be permitted on any premises within the corporate city limits;
 - (2) A maximum of four roaming cats, four months of age or older, shall be permitted on any premises within the corporate city limits;
 - (3) A maximum of four fowl, rabbits, birds, or household pets, or any combination thereof shall be permitted on any premises within the corporate city limits subject to the following condition: Fowl, rabbits, birds, or household pets (excluding dogs and cats) shall be kept at all times in a fully enclosed pen, coop, cage, or similar appropriate enclosure and shall maintain a minimum setback of 25 feet from all adjacent dwelling units and all property lines.
 - (b) Five or more cats, kept at all times in enclosed catteries, shall be permitted on any premises within

the corporate City limits and shall comply with all regulations in this chapter.

- (c) A maximum of 10 parakeets shall be permitted on any premises within the corporate City limits subject to the following condition: Parakeets shall be kept at all times in a fully enclosed pen, coop, cage, or similar appropriate enclosure and shall maintain a minimum setback of 25 feet from all adjacent dwelling units and property lines.
- (d) A maximum of 10 racing pigeons shall be permitted on any premises within the corporate City limits subject to the following condition: Racing pigeons shall be kept at all times in a fully enclosed pen, coop, cage, or similar appropriate enclosure and shall maintain a minimum setback of 25 feet from all adjacent dwelling units and all property lines.
- (e) A maximum of 100 pigeons, kept at all times in a fully enclosed pen, coop, cage, or similar appropriate enclosure that maintains a minimum setback of 25 feet from all adjacent dwelling units and all property lines, may be permitted on any premises within the corporate City limits subject to a conditional use permit, as set forth in Title 9 of this Code.

B. Administration. The Director is charged with the administration of this chapter.

C. Regulations. The City Council may, by resolution, promulgate any necessary rules and regulations for the administration of this chapter.

D. Enforcement. The Director, is hereby empowered and it shall be his/her duty to enforce this chapter and any statute relating to animal control, unless otherwise provided by law. Pursuant to Corporations Code 14503 each of the aforementioned individuals shall have the power to issue notices to appear in court for violations of the aforementioned provisions pursuant to chapter 5c, commencing with section 853.5 of title 3 of part 2 of the California Penal Code.

E. Inspection. The Director is authorized to inspect any building or other property for the purpose of enforcing this chapter or any statute relating to animal control.

Section 6.04.030 Interference

No person shall interfere with, oppose or resist any authorized person charged with the enforcement of this chapter while such person is engaged in the performance of his/her duties.

Section 6.04.040 Firearms Authorized

Trained supervisory and animal care services employees are authorized to carry and use appropriate firearms for use with tranquilizer equipment, issued by the City, while acting in the course and scope of their employment.

Section 6.04.050 Disposal of Dead Animals

The owner of any animal which dies shall dispose of the carcass of such animal in a sanitary manner as prescribed by the Director within 24 hours after said owner has knowledge of the animal's death. The Director shall be responsible for the disposal of all dead animals whose ownership cannot be established.

Section 6.04.060 Violations-Infractions-Misdemeanor

A. Any person who violates any provision of this chapter is guilty of an infraction, except as set forth in subsection (B) of this section.

B. Any person who violates any provision of sections 6.04.080.D, 6.04.080.G, or 6.04.120.B is guilty of a misdemeanor. Moreover, any person who violates any other provisions of this chapter and the violation occurs within 1 year of the occurrence of 2 other separate violations of this chapter by that person is guilty of a misdemeanor.

C. Each day on which a violation occurs or continues shall constitute a separate offense.

Section 6.04.070 Complaints

Upon receiving a complaint from any person alleging a violation of this chapter and upon receiving the name and address of the owner and/or

custodian of the animal, if known, an investigation to determine whether a violation exists may be made. If the investigation discloses a violation of this division, prosecution may be initiated against the owner and/or custodian.

Section 6.04.080 Keeping and Restraint of Dogs and Cats

A. Restraint of dogs.

1. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, any such dog to be upon any private property unless such dog be restrained thereon by a fence, wall, substantial chain, leash not exceeding six (6) feet in length, other appropriate physical restraint, or is under the charge of a person competent to exercise care, custody, and control over such dog.
2. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, any such dog to be upon any public property unless such dog be restrained by a substantial chain, or leash not exceeding 6 feet in length, and is under the charge of a person competent to exercise care, custody, and control over such dog, unless the owner or operator of such public property grants written permission for such dog to be on such property without such chain or leash.

B. Public school property.

1. No person having the charge of any dog, except a blind, deaf or disabled person with his or her guide dog, signal dog or service dog, or a person training a guide, signal or service dog, shall permit said dog to be under any circumstances within public school property.
2. Exceptions. The provisions of this subdivision are not applicable to dogs that are in direct supervision of City personnel or in areas designated by the City Council as allowing dogs. The terms "guide dog," "service dog," and "signal dog," in this subdivision shall be given the same meaning as set forth in Penal Code Section 365.5.

C. Female cats and dogs in season to be confined. Every person owning or having charge of any female cat or dog shall strictly confine such animal during its breeding season (i.e., while it is in heat) in a building or other enclosure adequate to keep such cat or dog confined.

D. Nuisance.

1. No person shall keep, maintain, or permit, either willfully or through failure to exercise proper control, on any lot, parcel of land or premises under his or her control any animal:
 - (a) Which by sound or cry shall disturb the peace and comfort of the inhabitants of the neighborhood, or
 - (b) Which affects an entire community or neighborhood, or any considerable number of persons, although the extent of annoyance or damage may differ, or
 - (c) Which interferes with any person in the reasonable and comfortable enjoyment of life or property.
2. Violation of the noise standards set out in section 8.47.050 shall be treated as a violation of this section.
3. Violation of either subsection (1) or (2) above, or both, may form the basis of a violation of this subdivision. Nothing herein shall be deemed to require performance of any test or other measurement except as required to prove a violation of section 8.47.050.
4. A violation of this subdivision is a public nuisance.
5. The existence of such nuisance for each and every day after the service of a notice in writing from the Director, or district attorney or city attorney or prosecuting attorney, to remove, discontinue or abate may be deemed a separate and distinct offense.

E. Private property. No person, owning or having care, custody, or control of any animal, shall permit, either willfully or through failure to exercise proper control, such animal to trespass or be upon any private property of another person without the consent of such person.

F. Dogs to be curbed. A person having custody of any dog shall not permit, either willfully or through failure to exercise due care or control, any such dog to defecate or urinate upon:

1. A public sidewalk or parkway comprising the area between the street and sidewalk;
2. The floor of any common hall in any apartment house, tenement house, motel or other multiple dwelling;
3. Any entranceway, stairway or wall immediately abutting on a public sidewalk;
4. The floor of any theatre, shop, store, office building or other building used by the public; or
5. Any public park.

The person having custody of any dog shall immediately remove any feces deposited by such dog.

G. Public protection from dogs.

1. Dog owners and custodians of dogs shall, at all times, take all reasonable precautions to prevent their dogs from biting, attacking or attempting to bite any person or from interfering with the use of public or private property. It shall be unlawful for any person to fail to comply with this subdivision.
2. Any person owning or having custody or control of a vicious dog commits a violation of this Code if, as a result of that person's failure to exercise ordinary care, the dog bites, attacks, wounds or otherwise injures or kills a human being and the owner or custodian knew or should have known of the vicious or dangerous nature of the dog.
3. Nothing in this subdivision shall authorize the bringing of a criminal action pursuant to a violation of subsection (1) or (2) of this subdivision if the bite, attack, attempted bite, injury or threat was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the dog, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the dog, or was teasing, tormenting, abusing or

assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

Section 6.04.090 Rabies Control

A. Dog vaccination required. Every person owning or harboring a dog 4 months of age or older, for 15 days or more, shall, if not currently vaccinated; have such dog vaccinated against rabies by a licensed veterinarian with a vaccine approved by the California Department of Health. By obtaining an antirabies deferment from a licensed veterinarian, and upon approval of the Director, dogs that are ill may be given temporary deferment from rabies vaccination requirements; old age of the dog, however, shall not be a basis for such deferment. Such a deferred dog shall be vaccinated within 10 days of the conclusion of the deferment period.

B. Quarantine.

1. The State Director of Health has declared Orange County a rabies area. The Director is authorized under State law to quarantine suspected rabid animals. The Director or his authorized agent is hereby empowered to enter upon any private property, including the home or residence where the animal is kept or has strayed, to inspect, and if necessary, to seize and impound any animal suspected of being rabid for a period of 14 days (10 days for dogs and cats). The impounding officer shall make reasonable effort to immediately notify the owner or custodian of the animal before it has been impounded and the address of the facility to which it will be taken. If the owner or custodian is not present at the time of impounding, the above notice shall be posted on the property of such owner or custodian, if known. In lieu of impounding the animal, he may, by serving a written notice upon the owner, require the owner to quarantine the animal for such period.
2. No person shall disobey any quarantine order issued by the Director or remove from its place of confinement any animal under quarantine without the permission of the Director.

C. Duty to report. Any person having knowledge of the location of an animal suspected of having rabies, or of any person having been bitten or scratched by any warmblooded mammal, or of any signs of disease or unusual behavior in any animal under quarantine, shall immediately report such facts to the Director.

D. Proof of vaccination. No person who owns or harbors any dog shall fail or refuse to exhibit his copy of the rabies vaccination form, antirabies inoculation deferment form, or health certificate upon demand by any person charged with the enforcement of this division.

E. Duty of person performing vaccination. Each duly licensed veterinarian after vaccinating any dog shall complete and sign a rabies certificate in triplicate. He shall keep one copy and shall give one copy to the owner of the vaccinated dog, which the owner shall retain in his possession.

Section 6.04.100 Dog Licensing

A. Dog license required. Every person owning or having custody of any dog 4 months of age or older shall procure for said dog a dog license. Such license shall be procured within 15 days after the date on which it becomes due.

1. The following are exceptions to the requirement to license:
 - (a) A dog brought into Garden Grove for show or other purposes and which leaves within 30 days; and
 - (b) A dog maintained in an approved research institution or licensed kennel, provided said dog is owned by the owner or operator of said research institution or kennel.
2. Guard (sentry) dogs are not exempted. Each such guard (sentry) dog must be individually licensed and each dog shall be wearing its license tag securely fastened to a collar or harness whether or not the dog is kenneled in the City.
3. No dog shall be licensed without proof of approved rabies vaccination. No license may expire later than the expiration date of the rabies vaccination. Licenses are issued for a 12 month period upon payment of fees established by resolution of the City Council.

B. Wearing of dog license tag required. Each dog required to be licensed shall wear at all times the current license tag assigned to that dog; except:

1. When the dog is physically confined within the premises of the owner or other person authorized to have custody;

2. When the dog is confined in a vehicle or cage;
3. When the dog is participating in any dog exhibition, field trial or competition; or
4. When the dog is confined in a licensed kennel or veterinary hospital, in which case the license tag number shall be recorded and placed nearby so that it is readily identifiable with the dog to which it belongs; or if not licensed, that fact shall be clearly indicated on the facility's records.

A license tag shall not be removed from any dog without the consent of the owner thereof.

C. Dog license renewal. Licenses not purchased or renewed within 15 days after expiration, or the date on which they become due, shall be considered delinquent and a late fee as determined by resolution of the City Council shall be added to the cost of the new license. The Director may waive the above late fee if he determines the applicant made a reasonable effort to comply with the above deadline.

D. False or stolen documents illegal. No person shall make use of or have in his possession or under his control a stolen, counterfeit or forged dog license receipt, dog license tag, rabies vaccination certificate, antirabies-inoculation-deferment form, or other form issued in accordance with this subdivision.

E. Display of certificates required upon demand. Every person shall, upon demand by the Director, exhibit any current rabies vaccination certificate or dog license tag issued to said person pursuant to this division.

F. Animal permit required. An animal permit must be obtained from the Director in order to keep or maintain at any residence or upon any other property 5 or more dogs, required to be licensed under subdivision (A), or 5 or more cats, over the age of 4 months. Veterinary clinics and veterinary hospitals are excluded from the foregoing animal permit requirement. The Director shall issue a permit for the keeping of such animals upon receipt of the fee established by the City Council and when, in the Director's opinion, such animals may be kept or maintained without endangering the safety and comfort of such animals and the inhabitants of the neighborhood, and the owner or custodian has complied with any other applicable laws, including zoning regulations. Each such animal shall be individually licensed. The permit shall specify the number and types of animals authorized to be kept

thereunder and may contain any conditions regarding the keeping of animals thereunder deemed necessary by the Director. Animal permits shall be nontransferable and must be renewed annually. The City Council may, by resolution, adopt regulations governing the keeping of animals under permit, including facility construction and maintenance standards. Failure to comply with such regulations or any conditions imposed by the Director shall constitute cause for denial or revocation of such permit.

The provisions of section 2.60.020 of this Code shall govern appeals from the denial or revocation of a permit under this subdivision.

Section 6.04.110 Cat Licensing

The owner of any cat may, upon submission of proof of rabies vaccination, certified to by a licensed veterinarian, and upon payment of the fee established by resolution of the City Council, be issued a license certificate and tag. No person shall remove a registration tag from a cat without the consent of the owner thereof. Licensing shall be valid for the period of the rabies vaccination. The obtaining of such a license shall be optional on the part of the owner, except as provided in section 6.04.100.F.

Section 6.04.120 Dangerous and Vicious Animals

A. Wild, exotic, dangerous and nondomestic animals.

1. No person shall have, keep, or maintain any wild, exotic, dangerous or nondomestic animal without first applying to and receiving a license from the Director. The Director shall by regulation determine those animals to be covered by this section. The keeping or maintenance of such animals shall also conform to the zoning regulations of the City.
2. The Director shall issue a license to any person for the keeping or maintaining of any wild, exotic, dangerous or nondomestic animal upon receipt of the fee established by the City Council and when, in his opinion, such animal may be kept or maintained without endangering its safety and comfort and the safety and comfort of any person or property; provided, however, that the Director may require any such animal to be properly caged or tethered and he may make such additional rules and regulations that may be necessary and proper under the circumstances. He may revoke any such license for the violation of any of the provisions of this division or of any of the

rules and regulations adopted pursuant thereto, or when in his opinion the safety or comfort of such animal or any person or property is endangered by the keeping of any such animal. The provisions of section 2.60.020 of this Code shall govern appeals from the denial or revocation of a license under this subdivision.

3. The owner or custodian of such animal shall give written notice to the Director prior to the transfer, trade or barter of such animal or its progeny.

B. Declaration and possession of vicious or potentially dangerous dog.

1. General Provisions.

- (a) If the Director has cause to believe that a dog is a vicious dog or potentially dangerous dog within the meaning of section 6.04.010, he or she may tentatively find and declare such dog a "vicious dog" or "potentially dangerous dog."
- (b) Upon tentatively finding and declaring that a dog is a "vicious dog" or "potentially dangerous dog," the Director shall notify the owner and/or custodian in writing of his or her tentative finding and declaration. If the Director finds that ownership or possession of any dog by the owner or custodian of the declared vicious dog would create a significant threat to the public health, safety or welfare, the Director's tentative finding and declaration may set forth such finding and impose prohibitions on the owner or custodian of the declared vicious dog in accordance with subsection (B)(5) of this section.
- (c) The notice shall inform the owner and/or custodian of such dog that he or she may request a hearing in writing before the Director within 5 working days of receipt of such notice to contest the tentative finding and declaration. Any such hearing shall be requested and conducted as provided in subsection (B)(5) of this section.
- (d) Failure of the owner and/or custodian to request a hearing pursuant to subsection (B)(1)(c) of this section shall result in the declaration, and all findings and prohibitions therein, becoming final.

- (e) The possession or maintenance of a "vicious dog" or "potentially dangerous dog," or the allowing of any such dog to be in contravention of this section, is hereby declared to be a public nuisance. The director is hereby authorized and empowered to impound and/or abate any vicious dog or potentially dangerous dog independently of any criminal prosecution or the results thereof by any means reasonably necessary to ensure the health, safety and welfare of the public, including, but not limited to, the destruction of the dog or by the imposition upon the owner and/or custodian of specific reasonable restrictions and conditions for the maintenance of the dog. The restrictions and conditions may include but are not limited to:
- (1) Obtaining and maintaining liability insurance in the amount of \$100,000.00 against bodily injury or death or damage to property and furnishing a certificate or proof of insurance by which the Director shall be notified at least 10 days prior to cancellation or nonrenewal or, at the owner's or custodian's option, the filing with the Director of proof of a bond in the amount of \$100,000.00, to be able to respond in damages.
 - (2) Requirements as to size, construction and design of the dog's enclosure.
 - (3) Location of the dog's residence.
 - (4) Requirements as to type and method of restraints and/or muzzling of the dog.
 - (5) Photo identification or permanent marking of the dog for purposes of identification.
 - (6) Requirements as to the posting of a warning notice or notices conspicuous to the public warning persons of the presence of a vicious dog.
 - (7) Payment of a fee or fees as established by resolution of the City Council to recover the costs of enforcing the provisions of this chapter as applied to the regulation of vicious dogs.

2. Notification of Right to Hearing. At least 5 working days prior to impoundment and/or abatement, the owner or custodian shall be notified in writing of his or her right to request a hearing in writing to determine whether grounds exist for such impoundment and/or abatement. If a hearing is requested, the impoundment and/or abatement hearing may be held in conjunction with the hearing provided for in subsection (B)(1) of this section. If the owner or custodian requests a hearing prior to impoundment and/or abatement, no impoundment and/or abatement shall take place pending decision by the Director following a hearing, except as provided in subsection (B)(3) of this section. Pending such impoundment and/or abatement hearing and decision by the Director, the Director may order the owner or custodian to keep the dog within a substantial enclosure or securely attached to a chain or other type of control which the Director may deem necessary under the circumstances. The Director may also order the owner or custodian to post and keep posted upon the premises where such dog is kept under restraint, a warning notice pending such impoundment and/or abatement hearing and decision by the Director. The form, content and display of such notice shall be specified by the Director. Any hearing under this subsection shall be conducted in accordance with subsection (B)(4) of this section.
3. Immediate Impoundment. When, in the opinion of the Director, immediate impoundment is necessary for the preservation of animal or public health, safety or welfare, or if the dog has been impounded under other provisions of this Code or State law, the pre-impoundment hearing shall not be required; however, the owner or custodian shall be given written notice allowing 5 working days from receipt of such notice to request in writing an abatement hearing. If requested, a hearing shall be held within 5 working days of receipt of the request by the Director and the dog shall not be disposed of prior to the decision of the Director following such hearing. A hearing under this subsection shall be conducted in accordance with subsection (B)(4) of this section except as otherwise indicated. If, after 5 working days following receipt of such notice, no written request for a hearing is received from the owner or custodian, the dog in question shall be disposed of under applicable provisions of law.

4. Request for and Conduct of Hearings.

- (a) Except as otherwise provided in subsection (B)(3) of this section, the Director shall conduct a hearing within 15 days following receipt of a written request from the owner or custodian requesting a hearing under this section, and notice of the time, date and place thereof shall be mailed to the person requesting the hearing at the address given in the hearing request, at least 10 days prior to said hearing. The Director may appoint a hearing officer to take evidence, summarize the evidence presented and report his or her findings and recommendations based on such evidence to the Director, or the Director may personally conduct the hearing.
- (b) At the hearing each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, impeach any witness, and to rebut the evidence against him or her. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant or unduly repetitious evidence shall be excluded.
- (c) Within 15 days following the conclusion of the hearing, the Director shall determine, on all the evidence presented to him or her, or on the summary of evidence and findings of fact and recommendations of the person holding the hearing, whether any designation, finding, prohibition, impoundment and/or abatement under this section should be rescinded or amended. Within 5 working days following such decision, the Director shall notify in writing the person requesting the hearing of his or her determination as to any issue as to which the hearing was requested.

5. Prohibition on owning, possessing, controlling, or having custody. The owner and/or custodian of a dog determined to be

a vicious dog may be prohibited by the Director from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when either the Director determines, under subsection (B)(1)(b) of this section, or it is found, after proceedings conducted under subsection (B)(4) or (B)(9) of this section, that ownership or possession of a dog by that person would create a significant threat to the public health, safety or welfare.

6. Change of Circumstances. In the event of changed circumstances, the Director may amend or rescind any prohibition, abatement and/or impoundment imposed pursuant to subsection (B)(1)(e) or subsection (B)(5) of this section. Any such revision to a prohibition, abatement and/or impoundment due to changed circumstances shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial prohibition, abatement and/or impoundment set forth in this section.
7. Change of Ownership, Custody and/or Residence. Owners of a vicious dog or potentially dangerous dog who sell or otherwise transfer the ownership, custody or residence of the dog shall at least 10 days prior to the sale or transfer, inform the Director in writing of the name, address and telephone number of the new owner, custodian and/or residence and the name and description of the dog. The owner shall, in addition, notify the new owner or custodian in writing of the details of the dog's record, terms and conditions of maintenance and provide the Director with a copy thereof containing an acknowledgment by the new owner or custodian of his or her receipt of the original. The Director shall notify the new owner or custodian in writing of any different or additional restrictions or conditions imposed pursuant to subsection (B)(1)(e) of this section as a result of the change of ownership, custody or residence. The imposition of any such different or additional restrictions or conditions shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial abatement and/or impoundment set forth in subsections (B)(2), (B)(3) and (B)(4) of this section.
8. Possession Unlawful. It is unlawful to have custody of, own or possess a vicious dog or potentially dangerous dog within the

meaning of section 6.04.010 unless it is restrained, confined or muzzled so that it cannot bite, attack or cause injury to any person.

9. Declared Vicious Dog or Potentially Dangerous Dog.

- (a) It shall be unlawful for the owner and/or custodian of a dog declared vicious or potentially dangerous pursuant to subsection (B)(1) to fail to comply with any prohibitions, requirements or conditions imposed pursuant to subsection (B)(1)(e) or subsection (B)(5) of this section. If a vicious or potentially dangerous dog escapes, the owner and/or custodian shall immediately notify the Director and make every reasonable effort to recapture it.
- (b) The Director shall have the discretion, in any event, to directly petition the court to seek a determination whether or not the dog in question should be declared potentially dangerous or vicious and, if applicable, whether the ownership or possession of any dog by the owner or custodian of the declared vicious dog would create a significant threat to the public health, safety or welfare. The Director shall follow the procedures set forth in Food and Agriculture Code Sections 31621 and following for this purpose.

Section 6.04.130 Animal Impoundment

A. Impoundment by City personnel. The Director may take into custody:

- 1. Any animal kept or maintained contrary to the provisions of this Code, any regulation adopted thereunder, or any California statute.
- 2. Animals running at large contrary to the provisions of this chapter or any statute.
- 3. Sick, injured, stray, unwanted animals, for which the owner or custodian cannot be found or is unable or unwilling to provide proper care.

4. Animals quarantined for which no other place of quarantine is acceptable to the Director.
5. Animals delivered or requested to be impounded by a peace officer, or public officer or employee as defined in Penal Code section 836.5.
6. Any wild animal found to be at large upon any public property, or upon request of the owner or tenant, found to be at large upon private property.
7. Animals impounded pursuant to section 6.04.120.B.
8. Any other animal authorized to be impounded under this chapter.

The Director may place animals which he takes into custody in the Animal Shelter or other facility designated by him/her, except that animals impounded pursuant to subparagraph (6) above, may be summarily destroyed.

B. Retention without owner's consent. No person shall, without the consent of the owner, hold or retain possession of any animal for more than 24 hours without first reporting the possession of such animal to the Director, giving his name and address and a true description of the animal, and then surrendering such animal to the Director upon demand.

C. Redemption of animals from Animal Shelter.

1. Except as otherwise provided by State law, when any animal, other than an animal abandoned by its owner, is impounded pursuant to this chapter, the Director shall, within 12 working hours after impounding such animal, notify the owner, if known, of the location of such animal. Said notification shall be by mail with postage fully prepaid thereon.
2. Any impounded animal may be redeemed by the owner upon payment of the fees established by the animal shelter. The owner must also demonstrate that he/she is the owner of the animal, and that he/she can keep such animal in conformance with the requirements of this chapter.
3. If a licensed animal is not redeemed within 4 days of impoundment, excluding City holidays and the day of

impoundment (3 days for unlicensed animals), it shall be deemed abandoned and the shelter may sell, release, or destroy said animal.

D. Sale of unredeemed animals. Except as otherwise provided by State law or by this chapter any unredeemed animal may be sold.

E. Disposition by euthanasia. Any impounded animal which has not been redeemed or sold may be disposed of by euthanasia. Euthanasia may also be performed at the request of the owner of the animal; a fee may be charged.

F. Animal shelter. No humane shelter or shelter operated by a society for the prevention of cruelty to animals shall sell or give away, except for approved medical research, any female dog which has not been neutered unless the cost of neutering such dog has been deposited with the shelter for payment to a veterinarian or neutering clinic designated by the person purchasing or receiving the dog. The deposit shall be forwarded to the veterinarian or clinic upon receipt by the shelter of a notice from the veterinarian or clinic that the dog has been neutered.

6.04.140 Prohibition on Retail Sale of Dogs and Cats

A. No pet store shall display, sell, deliver, offer for sale, barter, or auction dogs or cats in the City of Garden Grove, except dogs and/or cats obtained from a public animal control facility or shelter or duly authorized nonprofit humane society or animal rescue organization. Cats obtained by donation from a local resident for no charge may also be displayed, sold, and/or offered for sale; provided, however, that the pet store owner or operator shall notify the City in writing of any sale of any such locally donated cat.

B. A pet store that, as of the effective date of the ordinance codified in this section, displayed, sold, delivered, offered for sale, bartered, or auctioned dogs or cats in the City, which were obtained from sources other than those permitted by subsection (A), and whose operations complied with all applicable provisions of this Code, may continue to display, sell, deliver, offer for sale, barter, or auction dogs and cats obtained from sources other than those permitted by subsection (A) until the one-year anniversary of the effective date of ordinance 2855.

C. For purposes of this section, the term “pet store” shall have the same meaning as set forth in California Health and Safety Code Section 122350, as it may be amended from time to time.

SECTION 2: Section 6.05.010 of the Garden Grove Municipal Code is hereby revised to read as follows (deletions in ~~striketrough~~, additions in **bold**):

6.05.010 Applicability

Notwithstanding ~~Orange County Codified Ordinances (OCCO) Section 4-1-48~~ **the provisions of Chapter 6.04 of this Code**, this chapter makes any violation for keeping, maintaining, or permitting a barking dog as defined in Section 6.05.020 subject to civil fine. This chapter establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of civil fines for barking dog violations pursuant to Government Code Section 53069.4 and the City’s plenary police power. The issuance of a civil citation under this chapter is solely at the City’s discretion, and is one option the City has to address barking dog violations. By adopting this chapter, the City does not intend to limit its discretion to utilize any other remedy, civil or criminal, including available public nuisance remedies. The purpose of issuing civil citations pursuant to this chapter is to encourage voluntary and complete compliance with the provisions of this Code and to eliminate nuisances for the protection and benefit of the entire community.

SECTION 3: The following definitions of Section 6.05.020 of the Garden Grove Municipal Code are hereby revised to read as follows (deletions in ~~striketrough~~, additions in **bold**):

“Animal care services” means the ~~department within the Orange County Health Care Agency~~ **division within the Public Works Department** authorized to perform the functions described in ~~OCCO Sections 4-1-1 through 4-1-180~~ **Chapter 6.04 of this Code** and any other ordinance, law, or agreement that delegates such authority to the Animal Care Services ~~Department~~ **Division** or its Director.

"Director" means the ~~Health Care Agency Animal Care Services Director of the County~~ **Public Works Director**, or his or her designee.

"Hearing officer" means a person appointed by the ~~County Executive Officer~~ **City Manager** or designee to serve as a hearing officer for administrative hearings.

SECTION 4: Section 6.05.040.N of the Garden Grove Municipal Code is hereby revised to read as follows (deletions in ~~strikethrough~~, additions in **bold**):

N. A self-addressed envelope in which the violator can mail the civil fine to the ~~County~~ **City** if the citation is not contested.

SECTION 5: Section 6.05.090.F and G of the Garden Grove Municipal Code is hereby revised to read as follows (deletions in ~~strikethrough~~, additions in **bold**):

F. Neither the enforcement officer nor any other representative of the ~~County or City~~ shall be required to attend the hearing. However, any such appearance and/or additional submission may be made at the discretion of the enforcement officer or any other Animal Care Services employee.

G. The ~~director~~ **Director** may continue a hearing once if a request for continuance is made showing good cause by a violator, a complainant, or a representative of the ~~County or City~~. A hearing officer may also continue a hearing upon his or her own motion. All continuance requests shall either:

1. Be made in person at the hearing; or
2. Be made by a written request received by the Director via e-mail, facsimile, or letter at least one week (7 days) prior to the hearing date. If a continuance is granted, the parties will be notified and a new hearing date shall be scheduled that is within 14 days of the date on which the continued hearing was first scheduled to take place. If the request for continuance is denied, the parties will be

notified and the hearing shall proceed as originally scheduled. If the violator or complainant is not present on an assigned hearing date and no continuance of the hearing has been granted, the hearing shall be deemed abandoned or dismissed in accordance with subsection J below.

SECTION 6: Section 6.05.110.A of the Garden Grove Municipal Code is hereby revised to read as follows (deletions in ~~strikethrough~~, additions in **bold**):

A. A responsible person may seek judicial review of the administrative hearing decision by filing an appeal with the Orange County Superior Court within 20 calendar days after the responsible person receives a copy of the notice of decision at the conclusion of the hearing, in accordance with the provisions of California Government Code Section 53069.4. The appeal filed with the court must also contain a proof of service showing that a copy of the appeal was served upon ~~"Clerk of the Board of Supervisors, County of Orange, Robert E. Thomas Hall of Administration Building, 10 Civic Center Plaza, Room 465, Santa Ana, California 92702.~~ **City Clerk, City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA, 92840."** The responsible person must pay the appropriate Superior Court filing fee when the appeal is filed.

SECTION 7: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 8: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect 30 days after adoption.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of an Anti Date: 10/25/2016
Islamophobia Resolution, as
requested by Mayor
Nguyen. (*Action Item*)

Attached is the Anti Islamophobia Resolution submitted by Mayor Nguyen for consideration and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	10/19/2016	Resolution Letter	10-25-16_Anti- _Hate_Council_Resolution_(1)_(1).pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
CONDEMNING VIOLENCE AND HATE SPEECH, EXPRESSING SOLIDARITY WITH
MUSLIMS AND ALL THOSE TARGETED FOR THEIR ETHNICITY, RACE OR RELIGION

WHEREAS, the United States was founded by immigrants, many fleeing religious persecution, who enshrined freedom of religion as one of our nation's fundamental legal and ethical principles;

WHEREAS, the history of Islam in the United States began even before its founding when African Muslims were enslaved and brought to the Americas, where they later helped in numerous ways to build this country, including sacrificing their lives on the line in every major war from the Revolutionary War on;

WHEREAS, there are more than 3 million Muslims living in the United States today, and there is also a significant Muslim-American population in the City of Garden Grove and Orange County making invaluable contributions to our economy, our social and political life, and our culture;

WHEREAS, there has been an unprecedented backlash since 9/11 in the form of hate crimes and employment discrimination toward Arab and Muslim Americans and those perceived as Muslims;

WHEREAS, Arab and Muslim Americans, and those perceived as Muslims, are frequently the targets of abusive and discriminatory police practices sanctioned by the state including surveillance in their neighborhoods and places of worship;

WHEREAS, we are saddened and outraged at the recent escalation of hateful rhetoric against Muslims, those perceived to be Muslims, immigrants, and all people of color, and we are particularly concerned to see political figures and elected government officials leading this escalation and using it in order to gain power;

WHEREAS, in the face of extreme bigotry and violence Muslim communities and their leaders are using the language and teachings of Islam to promote peace and justice and service, and their institutions are continuing to play an essential societal role providing charitable and humanitarian services to those in need; and

WHEREAS, we as elected representatives of the people, have a special responsibility not to stay silent in the face of violence and discrimination against any of our constituents or countrymen.

Now therefore be it resolved by the City Council of the City of Garden Grove as follows:

- (1) Condemns all hateful speech and violent action directed at Muslims, those perceived to be Muslims, immigrants and people of color;
- (2) Categorically rejects political tactics that use fear to manipulate voters or to gain power or influence;
- (3) Commits to pursuing a policy agenda that affirms civil and human rights, and ensures that those targeted on the basis of race, religion or immigration status can turn to government without fear of recrimination; and
- (4) Reaffirms the value of a pluralistic society, the beauty of a culture composed of multiple cultures, and the inalienable right of every person to live and practice their faith without fear.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor

Dept.: City Manager Dept.: City Clerk

Subject: Discussion on a policy Date: 10/25/2016
 regarding monuments to be
 located on City property, as
 requested by Council
 Member Beard. (*Action Item*)

Attached is a copy of the City Auburn's policy provided by Council Member Beard regarding this matter.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proposed Policy	10/19/2016	Backup Material	Monuments_to_be_Located_in_City_Parks_and_on_City_Property.docx

Chapter 2.97

MONUMENTS TO BE LOCATED IN CITY PARKS AND ON CITY PROPERTY

Sections:

- [2.97.010](#) Purpose and introduction.
- [2.97.020](#) Definitions.
- [2.97.030](#) Government speech on monuments.
- [2.97.040](#) Administration.
- [2.97.050](#) Donated and private funding of monuments.
- [2.97.060](#) Review process.
- [2.97.070](#) Review criteria.
- [2.97.080](#) Public right-of-way.
- [2.97.090](#) Other policies.

2.97.010 Purpose and introduction.

A. The city may, from time to time, decide to install permanent monuments on city property to provide the city's commemoration of persons or events of note, or to otherwise convey the city's position on various topics (referred to as "government speech"). The city retains, in its sole discretion, the rights to control the message of monuments in its city parks and on its public property. An application form shall be available from the city clerk and from the parks department for use by private individuals, groups and entities who wish to request placement of monuments in city parks or on city property.

B. By placing monuments on city property, the city intends only to engage in government speech and does not intend to open a public forum for free speech activity.

C. The purpose of this chapter is to establish criteria and guidelines for the consideration and installation of monuments on city-owned property deemed by the city to be appropriate to serve as the site for a monument. In doing so, the city recognizes the following considerations:

1. Monuments can convey a powerful connection between Auburn and its history, and in some instances its future.

2. It is therefore important that the placement of monuments be limited to circumstances of the highest community-wide importance, both to maintain the significance of such monuments and to minimize conflicts with the active and variable use of public spaces.

Notwithstanding the foregoing, the city may decide, in its sole discretion, to reject a proposal for a monument and/or may determine the appropriate site for any and all city monuments. (Ord. 6480 § 1, 2013.)

2.97.020 Definitions.

A. The following definitions apply to this chapter:

1. “Government speech” means the speech of the city per the doctrine addressed in *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 115 S.Ct. 2510, 132 L.Ed.2d 700 [1995] and cases relying thereon. Under this doctrine, when the city retains the power to control the message conveyed, the statements and expressive actions are government speech of the city even if it uses other persons or entities to communicate its messages.

2. “Monument” means a marker, statue, or other similar permanent structures and installations to express government speech, as described and referenced in this chapter, and which are installed by the city on city property, or which are accepted by the city and installed on city property with city permission, and subject to the following:

a. Monuments may be in various forms including statues, fountains, buildings, or gardens among other forms of monuments as determined by the city.

b. Monuments do not include items dedicated in parks, such as benches, trees, small plaques (plaques not larger than five square feet in size), and other memorials with a dollar value that does not exceed \$5,000, as determined by the estimated or anticipated cost of purchase or construction and installation or placement; provided, however, that if the monument requires a building permit, it shall be included in the definition of monuments.

c. Monuments do not include memorial signs as defined in the city’s memorial sign program (Chapter [12.68](#) ACC).

B. In the event that a question arises as to whether a proposal falls within the scope of this chapter or these definitions, or if a question arises as to how the proposal falls within the scope hereof, the city council shall have the sole discretion to decide such questions and to make determinations relating thereto. (Ord. 6480 § 1, 2013.)

2.97.030 Government speech on monuments.

A. City's Government Speech Topics. The city may install or accept city-approved monuments on city property as a form of "government speech" as city recognition of significant events or people or to provide information from the city on topics approved by the city, as set forth below:

1. The contributions of individuals or groups who made a substantial impact upon the city, the Auburn Community, King County, Pierce County, Washington State, or the United States;
2. The city's position on topics of interest to the community, as determined by the city council;
3. The history of Auburn, the state of Washington, or of the United States;
4. Historical or cultural influences on Auburn;
5. Native flora, fauna and wildlife of Auburn and the greater Auburn Area – the area surrounding Auburn and regionally in the vicinity of Auburn;
6. Local innovation or creativity that has contributed to Auburn's growth and prosperity; or
7. Other criteria selected by the city council and set forth in an amendment to this chapter.

B. The city shall not place monuments on city property which have the purpose of promoting, favoring or inhibiting any religion or which would appear to a reasonable person that the city is promoting, favoring, or opposing a religion. (Ord. 6480 § 1, 2013.)

2.97.040 Administration.

A. The mayor may recommend to city council the approval or denial of monument proposals. The mayor may enact administrative guidelines and procedures to implement this chapter, including procedures for consideration of locations deemed amenable to monuments. The mayor shall also designate the lead department or departments for monuments located on city property depending on the proposed location of the monument and the potential impact to city departments.

B. Notwithstanding that certain city property is operated or managed by a private operator pursuant to an agreement, the evaluator of the monument and the final decision maker shall be the city council and not the private operator or manager.

C. The director of the lead department shall coordinate with the director of parks, art and recreation if there are any questions or issues as to whether a proposed monument is primarily public art, or whether it otherwise fits into the city's public art programs. (Ord. 6480 § 1, 2013.)

2.97.050 Donated and private funding of monuments.

A. In accordance with Chapter [2.87](#) ACC, the city encourages private donations to the city to support various city programs and city operations, which may include without limitation, the cost of acquisition, installation and maintenance of monuments on city property. The city prefers to receive private donations in the form of funds that may be used by the city to review, design, fabricate, acquire, install and/or maintain monuments, rather than the donation of a completed monument.

B. However, the city may from time to time, at city's sole option, consider accepting a completed monument as a form of government speech; provided, that the monument meets the city's approved government speech topics and also meets all of the other criteria set forth in this chapter and in any related administrative guidelines or procedures. After city council's acceptance of a monument, which acceptance shall be through an appropriate process approved by the city council, and subject to city's explicit approval of installation of the monument upon city property, title to the monument shall vest with city and the city may remove, relocate and shall otherwise have sole control over the monument.

C. While the city appreciates donations of monuments to the city, the city is under no obligation to accept any donated monument even if the monument meets, or could be said to meet, all of the criteria set forth in this chapter. The city's decision to accept a donated monument may also depend upon the cost to the city of design, fabrication, installation and maintenance of the monument and site considerations, among other factors.

D. The city may, at its option, decide for budgetary reasons to prioritize monuments where the city expects to receive donated funding to cover the cost of design, fabrication, installation and maintenance of the monument. Unless otherwise agreed by city council, the donor of a proposed monument is responsible for providing the city with funds to cover the cost of review, design, fabrication, installation and maintenance to ensure adequate care for the monument. (Ord. 6480 § 1, 2013.)

2.97.060 Review process.

A. The mayor or his or her designee shall provide the initial screening of monument proposals to determine if the proposed monument complies with the provisions of this chapter including without limitation, to evaluate the suitability of the proposed monument site, if any, so that a report and recommendation may be prepared for the city council in advance of its decision on the proposal. If the mayor's decision is to conduct further review of the proposal based upon considerations consistent with this chapter, the proposal shall be referred to the appropriate department, so the report and recommendations to the council can address the considerations and criteria of this chapter.

B. The lead department shall prepare a report for consideration by the city council and such board or commission designated by the city council, if any, and shall coordinate with the mayor and with other affected departments. The lead department shall submit an advisory recommendation to the mayor for the mayor's review regarding the monument based upon the factors set forth in this chapter and the review criteria set forth below. After the mayor's review,

and amendments and modifications (if any) the mayor shall then forward the recommendation to the city council.

C. The city council shall have final approval of a city project to design and construct a monument, or to accept a donated monument.

D. The mayor shall, on at least a quarterly basis, submit a report to the city council informing the city council of any and all monument donations and application proposals received by the city, and the mayor's recommendations regarding each proposal.

E. All required environmental review shall be approved by the city's planning department before the city commits to installing a monument. The monument shall be consistent with adopted city master plans unless those plans are amended as a part of the review process.

F. While a formal building permit is not required, the building official shall review the structure and site plan to ensure conformance with the building code adopted by Washington State.

G. Notwithstanding the foregoing, the city council may decide, in its sole discretion, to reject a proposal for a monument and/or may determine the appropriate site for any and all city monuments.

H. Notwithstanding any other provisions of the Auburn City Code, the process set forth in this chapter shall be the only city process for reviewing the siting or location of monuments. (Ord. 6480 § 1, 2013.)

2.97.070 Review criteria.

A. A proposed monument must:

1. Pass city safety and liability exposure review.
2. Conform to the approved government speech topics.
3. Be made of durable materials, able to withstand the elements for a minimum of 50 years with minimum maintenance.
4. Be made of materials resistant to vandalism and graffiti as much as is reasonably possible.
5. Be of a scale, materials, color and style appropriate and consistent with aesthetics of the proposed location of the monument and such other reasonable factors as the city determines, including but not limited to sight distance, safety, and other applicable requirements for structures as set forth in the Auburn City Code.
6. Conform to the requirements of the Americans with Disability Act (ADA) to ensure that there is a path that allows access to the monument.

7. Conform to the adopted building code to ensure that the footing and monument are structurally adequate.

B. The city shall also consider whether:

1. The person, group or event being memorialized is deemed by the city to have made a significant enough contribution to merit a monument of the scale, cost and visibility of the proposed monument.

2. The monument duplicates existing monument themes. Multiple monuments for similar or related groups are disfavored.

3. The monument proposal has been the subject of one or more public meetings conducted by the monument's proponents. The public meeting shall be conducted in accordance with ACC [18.02.130](#).

4. The proposed monument has the general support of the persons or community that the monument is intended to honor.

5. The proposed site in the park or plaza for the monument is related to the underlying purpose of the monument or the site in the park or plaza has been designated in a master plan or other approval of the city council as a particularly appropriate site for a proposed monument.

6. The monument has been designed by or under the direct supervision of a qualified professional in the art or design field, and provides a quality, scale, and character commensurate with the location, circulation, and use patterns of the city property. Qualified professionals include registered architects, engineers, landscape architects and artists who can demonstrate professional recognition in the form of public commissions or permanent public installations. The city may solicit input from such professionals, and from planners or urban designers in making this determination. Monuments shall not displace the intended function and/or use of said property, as articulated in adopted master plans or similar city documents.

7. There is a committed and verifiable funding source for the review, design, fabrication, installation and maintenance of the monument before proceeding to incur city costs and staff time. The proponents of the monument agree to enter into an agreement to provide the city with funds that cover the cost of review, design, fabrication and installation, and an adequate endowment to cover the cost of the monument's maintenance as determined by city. Alternatively, the city may consider accepting an agreement from a group to maintain a monument in perpetuity and in accordance to city standards rather than a cash endowment. (Ord. 6480 § 1, 2013.)

2.97.080 Public right-of-way.

The public right-of-way shall not be considered as a site for monuments, except as provided for in Chapter [12.68](#) ACC. (Ord. 6480 § 1, 2013.)

2.97.090 Other policies.

A. Nothing in this chapter is intended to supersede or limit any other city code sections or administrative policies, including, but not limited to the city's policies and procedures for its art in public places programs, whether the art is privately or publicly funded, and the provisions of Ordinance No. 6243 (including Chapter [2.85](#) ACC) and Resolution Nos. 4546 (percent for art) and 4323 (integrated artwork), and the Auburn parks, arts and recreation department policies and procedures for gift acceptance and donor recognition.

B. This chapter does not cover temporary installations on city property, nor does it limit the city's ability to place signage or plaques on city property to provide donor or sponsor recognition, public information regarding a city project, or to place historical markers or to provide other information to the public. (Ord. 6480 § 1, 2013.)

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Discussion of, and receive and file information regarding process to consider proposed Vietnam War and Black April Monument, as requested by City Manager Stiles. (<i>Action Item</i>)		
		Date:	10/25/2016

OBJECTIVE

To provide information regarding the process to consider the proposed Vietnam War and Black April Monument.

BACKGROUND

At the September 27, 2016, City Council Meeting, the City Council voted to approve twenty (20) staff hours to assist with the study of a proposal by the Vietnam War and Black April Committee to donate a Vietnam War/Black April (VNWBA) monument to the City. The proposed location for the monument is Garden Grove Park, located at 9301 Westminster Avenue (District No.3).

DISCUSSION

Monuments can convey a powerful connection between Garden Grove and its history, and in some instances its future. In most communities the placement of monuments is limited to circumstances of the highest community-wide importance and support, both to maintain the significance of such monuments and to minimize conflicts with the active and variable use of public spaces.

The following information can be used as a guide to assist the VNWBA Committee in the approval process of donating a monument to the City to be placed within a city park.

- To offer a monument to the City, donors should submit a "Letter of Intent" to the Community Services Department, as well as any preliminary designs. Once received, the Community Services Department will determine if the project

is required to be reviewed by the Parks, Recreation and Arts Commission. This will be determined based upon the size, scope, and cost of the project. Monuments in excess of the City Manager's signature authority of \$50,000 (Resolution No. 9212-14), will be required to be reviewed by the Commission.

- The Parks, Recreation and Arts Commission of the City of Garden Grove, a non-partisan review board, will review the project and conduct a community outreach meeting to receive comment regarding the proposed monument. The Commission will then make a recommendation to the City Council to approve or disapprove the proposal.
- The City Council receives and considers both the public comments and the recommendation of the Parks, Recreation and Arts Commission. The City Council will review the proposed acceptance of such a donation and may consider a Donation Agreement for placement of said monument within a city park.

The Community Services Department, along with the Public Works Department, reviews the appropriateness of the proposed monument as it relates to the site, the compatibility of the monument with the landscape, the impact on the park and its use, feasibility, aesthetic merit, as well as safety and maintenance issues.

Initial consideration is as follows:

Appropriateness: Most effective outdoor monuments are sited in spaces which bear a particular relevance to the subject of the piece. With commemorative monuments, historical associations between the subject or artist and a community are a traditional mechanism for the selection of an appropriate site. Consideration should also be given to the long-term impact of permanent monuments, and subjects should be of a stature able to weather the vagaries of time, changing attitudes, etc. Legal review, consideration and opinion may all be factors in determining the appropriateness of the donation.

Compatibility: Most monuments are likely to be situated within existing landscapes, and consideration must be given when designing the monument to integrate it with the natural environment. In certain instances the monument and landscape may be designed in tandem, thus increasing their compatibility. Donors are encouraged to consider alternatives to traditional monuments, such as "living" memorials consisting of trees, shrubbery and other landscape elements.

Impact on Park Use: It is important to keep in mind the necessity for unencumbered open space within the city. Monuments which interfere with or prohibit existing park functions may be cause for the disapproval of a proposed monument.

Feasibility: The feasibility of a proposed monument within a particular location within the park would have to be considered. Factors such as access, lighting, existing impediments, etc. would need to be evaluated.

Aesthetics and Community Support: Though conditioned by a range of subjective considerations, aesthetic merit is the primary determinant in the acceptance of a

permanent monument. Proposed monuments must show evidence of the artist's mastery of the medium in which he or she is working (stone carving, bronze casting, etc.). Works of inferior workmanship will not be approved. As stated, monuments which show a sensitivity to their surroundings are given preferred status. Monuments most likely to receive approval are those which consensus opinion deems successful in its impact on the viewer. The proposed monument should be broadly supported by the community and should not be a source of substantial dissention or discord.

Maintenance: Given the responsibility of preserving and maintaining existing monuments, the City cannot in good faith accept monuments which present an unreasonable maintenance burden. New monuments should not be accepted unless the donor or sponsor can provide a means of perpetual care.

This can be negotiated as part of the Donation Agreement and can be in the form of the establishment of a maintenance endowment. The annual cost to maintain the monument will be determined by the Public Works Department and an endowment would be established to cover approximately fifty (50) years of maintenance costs.

In the case of smaller items such as plaques, the Community Services Department would negotiate with the sponsor, a one-time donation to a general maintenance account whose funds are applied to the cyclical treatment of the collection.

In lieu of a maintenance endowment, the City may establish a long-term legal contract which stipulates that donors or sponsors are responsible for the routine care of the monument. The use of durable materials, able to withstand the weathering process and potential acts of vandalism, will diminish the long-term maintenance costs.

Safety: Monuments should be safe to passersby, curious spectators (especially children), and the environment as a whole. Sharp projecting elements, loose parts, and other public hazards will prevent the official acceptance of a monument.

Authorization to Proceed: Under no circumstances should donors begin to raise funds or fabricate a monument prior to receiving all the necessary approvals.

Staff is available to assist through the review process and to work with monument sponsors in the refinement of the design.

RECOMMENDATION

It is recommended that the City Council:

- Receive and file this report.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of travel and related expenses for travel to Shanghai, China and New York. (Cost: not to exceed \$13,000) (<i>Action Item</i>)	Date:	10/25/2016

OBJECTIVE

To obtain authorization for travel related expenses for a small Garden Grove working team of 5-6, including City Council Members and staff, to travel to Shanghai for three days of meetings between December 2016 and June 2017. SCG America has invited the City to meet with their Board of Directors to discuss several important initiatives. The cost will be covered by the Garden Grove Tourism Improvement District ("GGTID") assessment.

BACKGROUND

As economic development efforts to promote tourism and investment in the Grove District continue, a key priority is building and strengthening relationships with key stakeholders in the Grove District. The partnership with SCG America began with the acquisition of the Hyatt Regency Orange County in November 2015, the purchase of 12361 Chapman Avenue in March 2016, and in June 2016, the City Council approved the assignment of the Grove District Resort Hotel Development Agreement, pertaining to Site C, from Land & Design, Inc., to Investel Garden Resorts, LLC (an entity of SCG America). SCG America and their continued commitment to invest locally in Garden Grove has expanded with the purchase of the former Fandango's restaurant site and selection of the world renowned architectural firm, Gensler, to design and reposition the restaurant use. SCG America is further evaluating opportunities to expand their presence in Garden Grove, and exploring the potential development of the Hyatt parking lot located west of the Hyatt Regency Orange County. To foster collaboration and strengthen relationships with Garden Grove, SCG America has invited a City delegation to meet with SCG officials in Shanghai in order to foster collaboration and strengthen its relationship with the City and to further explore tourism and development opportunities in the Grove District resort area.

DISCUSSION

SCG America is the U.S. entity of Shanghai Construction Group ("SCG") that was established in 1991. As a world leader in the construction of high-rise developments, hotels and public infrastructure projects, SCG has extended an invitation to the City of Garden Grove officials and key staff to visit its corporate headquarters in Shanghai, meet members of the board of directors and the executive team, and tour signature SCG projects. SCG desires to continue to build relationships with City officials and understand the vision of the Grove District. Discussions will revolve around:

- The Hyatt Regency Orange County expansion which is estimated to be a \$500 million investment in the Grove District;
- Signing a License Agreement regarding the renting of four (4) homes on Choisser Avenue behind the Site C project;
- Establishment of SCG America's Orange County headquarters in Garden Grove;
- Expediting and advancement of the existing Site C project;
- Presenting the key projects planned in the resort area, and the City's strategy for attracting and retaining businesses to the City; and
- Visiting the Orange County Visitor Association's (OCVA), Shanghai office in which the City is a participant.

FINANCIAL IMPACT

The Garden Grove Tourism Promotion Corporation ("GGTPC") has determined that these meetings will benefit the visitor accommodation facilities within the GGTID. The GGTPC is in agreement with the use of the assessment funds to cover all travel, lodging, meal and related costs.

RECOMMENDATION

It is recommended that the City Council:

- Authorize travel related expenses for 5-6 City Council Members and staff to travel to Shanghai between December 2016 and June 2017, to meet with SCG America Board of Directors; and
- Require that a full report on the outcomes of the trip be reported to the City Council by the City Administration.