



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** July 26, 2016

**TO:** Mayor and Council Members  
Chairman and Successor Agency Members

**FROM:** Economic and Community Development Department

**SUBJECT:** Public Hearing - Disposition and Development Agreement with Thomas Safran and Associates for Mixed-Use Developments on Six (6) Parcels Totaling Four (4) Acres Located on Market Street Between Florence Avenue and Queen Street

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**RECOMMENDATION:**

It is recommended that the Mayor/Chairman and Council/Successor Agency Members conduct a public hearing to consider the following actions:

1. Adopt a Mitigated Negative Declaration (EA-MND-2016-43) for the Disposition and Development Agreement (DDA) by and among the City of Inglewood (City), the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency) and Inglewood Market Gateway, LLC (formerly Thomas Safran and Associates, Developer), providing for mixed-use development on the subject six (6) parcels of land comprising the Site as described below;
2. Adopt a mitigation monitoring reporting program in accordance with the California Environmental Quality Act (CEQA);
3. Approve the DDA, subject to the California Department of Finance's approval of the Successor Agency's Long Range Property Management Plan (LRPMP) for disposition of certain formerly-owned Inglewood Redevelopment Agency properties (Site) and development of the parcels comprising the Site located at Florence Avenue and La Brea Avenue, 125, 139, 140, and 150 North Market Street (Successor Agency Parcels) for \$7,260,000 and 101 North Market (City Parcel) for \$1,040,000 (Attachment 2); and
4. Adopt the attached resolution approving the DDA providing for the disposition and development of the Site to Developer for a total purchase price of \$8,300,000 (Attachment 3).

**BACKGROUND:**

In July 2014, the Successor Agency released a Request for Qualifications (RFQ) to seek Statements of Qualifications (SOQ) from various Development Teams for the development of the Site consisting of six (6) vacant parcels totaling approximately four (4) acres. The Successor Agency received ten (10) SOQs in response to the RFQ. The SOQs were ranked and prequalified

PH-1

according to the Development Teams' experience in developing infill projects, financial strength, and the extent to which each development proposal was responsive to the objectives set forth in the RFQ. SOQs were received from the following development teams:

- Abode Communities (Los Angeles, CA)
- Bridge Housing Corporation (San Francisco, CA)
- City Ventures (Irvine, CA)
- Creative Housing Associates (Los Angeles, CA)
- Faring Capital (West Hollywood, CA)
- The Itex Group (Houston, TX)
- NAEROK/Highridge (Los Angeles, CA)
- Neighborhood Housing Services (Los Angeles, CA)
- Thomas Safran and Associates (Los Angeles, CA)
- Urban Innovations Group (Los Angeles, CA)

The top five (5) ranked and prequalified Development Teams were invited to submit proposals for the Request for Proposal (RFP), which the Successor Agency released on November 7, 2014. On February 3, 2015, proposals were received from the following entities: City Ventures, The Itex Group, NAEROK/Highridge, Neighborhood Housing Services, and Thomas Safran and Associates.

On March 24, 2015, the City Council selected Thomas Safran and Associates (TSA) as the highest ranked RFP respondent and directed the City Manager to enter into negotiations in accordance with an Exclusive Negotiating Agreement entered into by and among the City, Successor Agency and TSA. When the City Council made its selection, it was contemplated that the City would acquire fee title to and assemble each of the parcels comprising the Site for subsequent disposition and development by TSA, per its approved RFP, subject to DOF's approval of the LRPMP authorizing the City's acquisition pursuant to AB 26. Due to certain changes in the Dissolution Law affecting the transfer of Successor Agency-owned real property, it is now contemplated that the parcels comprising the Successor Agency Parcels will be conveyed directly to the Developer by the Successor Agency, and the City Parcel conveyed directly to the Developer by the City, for development pursuant to the terms and conditions of a proposed disposition and development agreement by and among the City, Successor Agency and the Developer.

On October 6, 2015 the City Council approved an Exclusive Negotiating Agreement with Thomas Safran and Associates (TSA) authorizing exclusive negotiations with the City and the Successor Agency.

On July 5, 2016 the City Council scheduled a public hearing to consider approval of the DDA on July 21, 2016. Notice of the meeting was published in Inglewood Today on July 7 and July 14, 2016.

**DISCUSSION:**

The proposed Disposition and Development Agreement requires the City/Successor Agency to sell the parcels comprising the Site to the Developer for a total purchase price of \$8.3 million.

After purchase of the properties, the Developer will perform and complete a two-phased development of the Site with the following development components:

- 235 housing units of which up to 47 may be classified as affordable
- 95,000 square feet of retail, office and restaurant space
- Parking to support the project components
- Community plaza space and pedestrian oriented streetscapes

Although the Developer proposal included an original and aggregate purchase price of \$6.5 million for the parcels comprising the Site, the Successor Agency's independently commissioned appraisal determined that the aggregate fair market value of the Site was \$8,300,000. After a series of negotiations, the Developer agreed to the \$8,300,000 purchase price which is reflected in the proposed DDA. This price may be subject to reduction in the event it is determined by the parties that environmental remediation is necessary on any of the parcels comprising the Site.

Based on the Developer's proposal, it is anticipated that the Developer will break ground on the D-3 portion of the Successor Agency Parcels during the first quarter of 2017 and will complete its development by the first quarter of 2019. The remaining Market Street properties would break ground later in 2017 and would also be completed by the first quarter of 2019.

An Initial Study and Mitigated Negative Declaration (EA-MND-2016-43) have been prepared for the subject mixed-use project. The MND states that the proposed project, as mitigated, would have no significant adverse impact on the environment. Thirteen (13) mitigation measures have been included related to Biological Resources; Cultural Resources; Hazards and Hazardous Materials; and Noise. A copy of the MND has been available in the Main Library and in the Planning Division. If the MND is adopted, a Notice of Determination will be filed with the Los Angeles County Clerk.

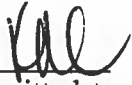
#### **FINANCIAL/FUNDING ISSUES AND SOURCES:**

The DDA and the sale of the Successor Agency Parcels are pursuant to and will implement the Successor Agency's Long Range Property Management Plan, which has been approved by the California Department of Finance.

The Successor Agency will receive \$7,260,000 for the sale of the Successor Agency Parcels and the City will receive \$1,040,000 for the sale of the City Parcel. Pursuant to AB 26, the proceeds generated from the sale of the Successor Agency properties are generally required to be split among certain taxing entities located or operating within the Inglewood Merged Redevelopment Project Area, including the City of Inglewood.

The City Parcel will be disposed of under the DDA as a City asset and therefore the net proceeds of that disposition will be retained as the property of the City.

#### **LEGAL REVIEW VERIFICATION:**

This report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney. 

**FINANCE REVIEW VERIFICATION:**

This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

**DESCRIPTION OF ANY ATTACHMENTS**

Attachment 1: Mitigated Negative Declaration, Mitigation Monitoring Reporting Program, and Notice of Determination

Attachment 2: Disposition and Development Agreement (TSA)

Attachment 3: DDA Summary Report

Attachment 4: City Council Resolution Approving the DDA

Attachment 5: Successor Agency Resolution Approving the DDA

**APPROVAL VERIFICATION SHEET**

**PREPARED BY:**

Christopher E. Jackson, Sr., Economic and Community Development Department Manager  
Mindy Wilcox, AICP, Planning Manager

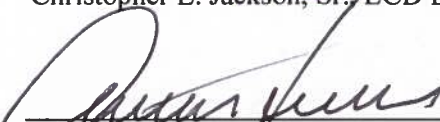
**COUNCIL PRESENTER:**

Mindy Wilcox, AICP, Planning Manager

**DEPARTMENT HEAD APPROVAL:**

  
\_\_\_\_\_  
Christopher E. Jackson, Sr., ECD Department Manager

**CITY MANAGER APPROVAL:**

  
\_\_\_\_\_  
Artie Fields, City Manager

LEGAL NOTICES

CITY OF INGLEWOOD NOTICE OF JOINT PUBLIC HEARING

NOTICE OF JOINT PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF INGLEWOOD AND THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY ON A PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT PROVIDING FOR THE SALE OF REAL PROPERTY WITHIN THE IN-TOWN REDEVELOPMENT PROJECT AREA OF THE CITY OF INGLEWOOD TO THOMAS SAFFRAN & ASSOCIATES DEVELOPMENT, INC. AND/OR INGLEWOOD MARKET GATEWAY LLC

NOTICE IS HEREBY GIVEN that the City Council of the City of Inglewood, California (the "City") and the Successor Agency to the Inglewood Redevelopment Agency (the "Agency") will hold a joint public hearing on July 21, 2016 at the hour of 2:00 p.m., or as soon thereafter as the matter can be heard, at City Hall, One Manchester Boulevard, 9th Floor, Inglewood, California 90301, pursuant to the California Redevelopment Dissolution Act, as amended (AB 26) and California Community Redevelopment Law (Health and Safety Code Sections 33000, et seq.) for the purpose of considering the approval of a proposed Disposition and Development Agreement ("the Agreement") among the Agency, the City, and Thomas Safran & Associates Development, Inc. and/or Inglewood Market Gateway LLC, a California limited liability company (collectively the "Developer"). The Agreement provides for the sale of approximately four (4) acres of real property located along Market Street in downtown Inglewood (the "Site") within the In-Town Redevelopment Project area of the City of Inglewood (the "Project area") to the Developer and the phased construction thereon by the Developer of improvements for residential, office, retail and restaurant uses. The Site is comprised of parcels of property located at Florence Avenue and La Brea Avenue, 125, 139, 144, and 150 North Market Street (the "Successor Agency Parcels") and 101 North Market (the "City Parcel").

- The purpose of the joint public hearing is to consider:
1. The proposed sale of real property by the Agency (Successor Agency Parcels) and the City (City Parcel) to the Developer.
  2. The proposed terms and conditions of such sale of real property.
  3. The Mitigated Negative Declaration (EA-MND-2016-43) for the Disposition and Development Agreement associated with the mixed-use development on the Site.
  4. The proposed Disposition and Development Agreement.
  5. All evidence and testimony for and against the Disposition and Development Agreement and the sale of real property and the terms and conditions therefor.

The Agency has prepared a Summary Report in connection with the Agreement which describes and specifies:

- a. The cost to the Agency of the Agreement.
- b. The estimated fair market value of the interest to be sold, determined at the highest and best uses permitted under the Redevelopment Plan, and at the use and with the conditions, covenants, and development costs required by the sale.
- c. The purchase price.
- d. An explanation of why the sale will implement the Successor Agency's Long Range Property Management Plan as approved by the California Department of Finance and the Redevelopment Plan for the Redevelopment Project.
- e. Other pertinent analysis.

At the above stated day, hour and place, any and all persons having objections to or wishing to express support of the proposed Disposition and Development Agreement, the proposed sale of real property or the proposed terms and conditions therefor, or the regularity of any of the prior proceedings, may appear and be heard before the Agency and the City Council on the proposed Disposition and Development Agreement, the proposed sale of real property and the proposed terms and conditions therefor. Any persons desiring to be heard at the hearing will be afforded an opportunity to be heard.

At any time not later than the hour set for hearing, any person objecting to or supporting the proposed Disposition and Development Agreement, the proposed sale of real property or the terms and conditions therefor, may file in writing with the City Clerk a statement of his or her objections thereto or support thereof.

The documents referred to above are available for public inspection and copying during regular office hours at the offices of the City Clerk and Secretary of the Successor Agency, City Hall, One Manchester Boulevard, Inglewood, California 90301.

Dated: July 5, 2016

Yvonne Horton  
City Clerk of the City  
of Inglewood and Secretary  
of the Successor Agency

CITY OF INGLEWOOD OFFICIAL NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of the City of Inglewood will hold a public hearing in the Council Chambers, 9th Floor, City Hall, One West Manchester Boulevard on Tuesday, July 26, 2016, at 2:00 PM., to consider approval of ordering delinquent Sewer and Refuse charges to be placed on the tax rolls for Fiscal Year 2016-2017.

All persons interested in this matter, may appear to be heard.

DATES IN JULY

July 16, 2016

District 1 Family Day in the Park

Join Councilman George Dotson for the the first District 1 Family Day in the Park, at Edward Vincent Jr. Park from noon to 6pm. The day will include health and wellness screenings and information; basketball, softball, sack races and swimming and much more.

Ongoing

Talk to a Lawyer Online

In cooperation with The City of Inglewood, the Legal Aid Foundation of Los Angeles (LAFLA) now

offers a teleconferencing center at the Main Library, where you can speak to a lawyer live, and send them documents. They offer legal advice and guidance on a variety of civil matters, including evictions, divorces, and child custody. They can provide referrals to private attorneys, other legal services, or other resources as needed.

Hours for teleconferencing are every Wednesday from 11am to 2pm. Ask the Audio/Visual Desk assistant for help or call (310) 412-5380 for an appointment.

Hillary Clinton Will Not Face Criminal Charges

(Continued from page 1)

up. "We have discovered a very troubling and continuing pattern of abuse of power," Sen. Alfonse D'Amato (R-New York) said. "This administration believed evasion and obstruction were more important than the truth," Sen. Connie Mack (R-Florida) added.

The email scandal is a déjà vu to another one involving former President Bill Clinton and First Lady Hillary 20 years ago—Whitewater. The controversy involved a failed real estate investment in which the Clintons were accused of using their political muscle to benefit financially after losing \$40,000. Bill was Governor of Arkansas at the time. They were cleared of all charges

due to a lack of sufficient evidence. James Comey also carried out the Whitewater investigation as deputy special council.

President Barack Obama appeared with Clinton in Charlotte, NC just hours after Comey's announcement. Taking a swipe at Republican candidate Donald Trump, the president said:

"I'm here to tell you that nobody fully understands the challenges of being a president until you sit at that desk...Everybody can tweet, but nobody actually knows what it takes to do the job.

"But I can tell you this: Hillary Clinton has been tested. She has seen up close what is involved in making those decisions, she has participated in the meetings in which those decisions have been made."

Airport Metro Connector 96th Street Transit Station

(Continued from page 7)

The Draft EIR online, see the list of locations where the document is available for public review, get details on the upcoming hearing and how to submit comments.

You can reach us at laxconnector@metro.net or (213) 922-4484 with any questions.

Place your DBAs,  
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- State of the art procedures to restore oral health.
- Ortho specialist for braces (orthodontics), root canal therapy (endodontics) and extractions (oral surgery)

Who is eligible?

- Children 0 to 18 years of age
- Living in a household with total family income no more than 250% of Federal Poverty Guidelines
- or enrolled in Medi-Cal
- Immediate family members of children enrolled at TCDC



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- Promoción, completo de la salud/prevención de enfermedades bucales profesionales para niños desde a los productos nuevos para prevenir las caries
- Procedimiento de tecnología avanzada para restaurar la salud oral
- Especialistas para (braces) ortodoncia, cirugía del tratamiento de nervio (endodoncia), extracciones (cirugía)

¿Quien es elegible?

- Niños 0 a 18 años de edad
- viviendo en una casa con un ingreso familiar total no mas de 250% por encima de Guis Federal para determinar los indices de pobreza
- ser miembro de Denti-Cal
- La familia de niños que son miembros de TDCD



Como una organización sin fines de lucro (95-453383), nos dedicamos a la eliminación de enfermedades dentales y la promoción de la salud en general proporcionando un hogar dental para niños de bajos recursos y sus cuidadores a través de excepcional y comprensiva prevención, educación y servicios de tratamiento.

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## LEGAL NOTICES

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All persons interested in this matter, may appear to be heard

Fictitious Business Name Statement  
File No. 2016 169780  
The following Person is doing business as:

EFC Motors  
335 W. Arbor Vitae Street  
Suite 6  
Inglewood, CA 90301

Registered Owner: Erick Costa, 21143 Hawthorne Blvd., #103, Torrance, CA 90503

This business is conducted by an individual. The registrant commenced to transact business under the fictitious business listed above on July 7, 2016

I (We) declare that all information in this statement is true and correct.  
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)  
Erick Costa, Owner

This statement was filed with the County Clerk on July 7, 2016.

NOTICE-In accordance with Subdivision (a) of Section 17920, a Fictitious Name Statement generally expires at the end of five years from the date on which it was filed in the office of the County Clerk, except as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in the residence address of a registered owner. A New Fictitious Business Name Statement must be filed before the expiration.

The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State or common law (See Section 14411 et seq., Business and Professions Code.)

Original  
Jul 14, 21, 28, Aug 4, 2016  
IT004223011010 Inglewood Today

Fictitious Business Name Statement  
File No. 2016 168885  
The following Person is doing business as:

Pearl Olive Publishing  
2916 West 82nd Street  
Inglewood, CA 90305

Registered Owner: Jomo Hendrickson, 2916 West 82nd Street, Inglewood, CA 90305

This business is conducted by an individual. The registrant commenced to transact business under the fictitious business listed above on July 6, 2016

I (We) declare that all information in this statement is true and correct.  
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)  
Jomo Hendrickson, Owner

This statement was filed with the County Clerk on July 6, 2016.

NOTICE-In accordance with Subdivision (a) of Section 17920, a Fictitious Name Statement generally expires at the end of five years from the date on which it was filed in the office of the County Clerk, except as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in the residence address of a registered owner. A New Fictitious Business Name Statement must be filed before the expiration.

The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State or common law (See Section 14411 et seq., Business and Professions Code.)

Original  
Jul 14, 21, 28, Aug 4, 2016  
IT00422301109 Inglewood Today

## Eye on the City

(Continued from page 4)

to spend \$92,587 for emergency replacement of gate valves. An agreement with Consolidated Disposal Service/Republic Services was amended to include the Organic Waste Recycling Program.

An ordinance was introduced by the Finance Dept. to secure property tax rates for the fiscal year beginning October 1, 2016.

Aldene Sligh complained about the proliferation of illegal fireworks in the city. She said someone lit fireworks right in front of her car as she drove down 4th Avenue, and she had to wait until it went off. She wants the City to adopt an ordinance confining fireworks to back yards.

In closing remarks, Councilman

George Dotson reminded the public of his Family Day in the Park this Saturday, July 16 at Edward Vincent, Jr. Park.

Residents and council members commended Mayor James Butts on how Inglewood police handled Sunday's Black Lives Matter protestors. The unexpected demonstration was peaceful, and police took a "hands off" approach.

"They did an outstanding job," Butts said. "Protestors were allowed to express their rights to free speech, and at a minimum of inconvenience to the public."

The meeting was closed in honor of the Dallas police who were injured and killed last week by a man seeking revenge for police shootings in Louisiana and Minnesota.

## More Than 550 People Attend Small Business Enterprise Forum

(Continued from page 7)

with six stations for passenger pick-up and drop-off, pedestrian bridges to airline terminals, parking garages, fixed facilities, and a stop that connects to Metro's county-wide transit system. The people mover will be free, available 24 hours a day, and have short wait times at each station. The APM will also connect to the ConRAC that will accommodate rental car agencies at one convenient location and be located adjacent to Interstate 405 San Diego Freeway in order to reduce roadway congestion in and around LAX.

Public agencies throughout the nation and internationally have suc-

cessfully used the DBFOM delivery method to build critical infrastructure projects. In comparison to the design-bid-build delivery method, DBFOM can result in cost savings, greater cost control/cost certainty, schedule acceleration, increased access to private-sector innovation, an ability to transfer appropriate risks to the private sector, life-cycle efficiencies, fixed operations and maintenance payments for the life of the project, and reduced administrative costs.

In June, LAWA released a Request for Qualifications for companies seeking to design, build finance, operate and maintain the APM, and those interested in doing so were in attendance at today's Small Business Enterprise Forum.

LAWA has begun the environmental review and clearance process for LAMP, and is collaborating with key agency and community stakeholders throughout the process. Most recently a public scoping meeting was held in Westchester to gather comments for the draft of the federally and state-required environmental study.

The APM and ConRAC are anticipated to be completed by 2023.

The Los Angeles Board of Airport Commissioners will determine the delivery methods for the other LAMP components at a later date.

For more information about the LAX Landside Access Modernization Program, visit [connectinglax.com](http://connectinglax.com) and [www.facebook.com/connectinglax](http://www.facebook.com/connectinglax).

## Trouble Hearing?

(Continued from page 8)

with each other for improved spatial and directional awareness.

As you grow older, your likelihood of experiencing hearing loss increases, and nearly half of all people older than 75 will have trouble hearing, the Hearing Loss Association reports. In fact, hearing loss is the third most-common physical condition, after arthritis and heart disease, and it can affect every aspect of your life, including your physical and mental health, relationships and self-esteem. To learn more about hearing loss, visit [www.betterhearing.org](http://www.betterhearing.org) or [www.hearingloss.org](http://www.hearingloss.org). For more information about Opn, visit [www.oticon.com](http://www.oticon.com).

Source: BPT

Attachment No. 1:  
Mitigated Negative Declaration (EA-  
MND-2016-43) and Notice of  
Determination



Attachment No. 1:

Mitigated Negative Declaration (EA-  
MND-2016-43) and Notice of  
Determination

**FINAL**

**Initial Study/Mitigated Negative Declaration  
Market Gateway Project**

*Prepared for:*

**City of Inglewood**  
Planning Division  
One Manchester Boulevard  
Inglewood, California 90301

*Prepared by:*

**DUDEK**  
38 North Marengo Avenue  
Pasadena, California 91101

**JULY 2016**

ADDITIONAL INFORMATION  
FOR THE USER  
SEE THE USER MANUAL  
FOR THE FULL RANGE  
OF FEATURES

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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**ACRONYMS AND ABBREVIATIONS**

Acronym/Abbreviation	Definition
AB	Assembly Bill
ACM	asbestos-containing materials
AMEC	AMEC Earth and Environmental Inc.
ANSI	American National Standards Institute
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
BAU	business-as-usual
BMP	Best Management Practice
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CalOSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CHRIS	California Historical Resources Information System
CMP	Congestion Management Program
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNRA	California Natural Resources Agency
CRHR	California Register of Historic Resources
dBA	A-weighted decibels
DDW	Division of Drinking Water
DPR	Department of Parks and Recreation
DTSC	Department of Toxic Substances Control
ECAP	Energy and Climate Action Plan
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FMMP	Farmland Mapping and Monitoring Program
GHG	greenhouse gas
GWP	global warming potential
HOT	high occupancy toll
HOV	high occupancy vehicle
HVAC	heating, ventilation and air conditioning
IS	Initial Study
LACDPW	Los Angeles County Department of Public Works



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Acronym/Abbreviation	Definition
LACFD	Los Angeles County Fire Department
LACM	Natural History Museum of Los Angeles County
LACSD	Sanitation Districts of Los Angeles County
LAX	Los Angeles International Airport
LBP	lead-based paint
LCFS	Low Carbon Fuel Standard
$L_{eq}$	equivalent continuous sound level
LID	Low Impact Development
LOS	level of service
LRT	light rail transit
LST	Localized Significance Thresholds
LUST	leaking underground storage tank
Metro	Los Angeles County Metropolitan Transportation Authority
MLD	most likely descendent
MM	mitigation measure
MND	Mitigated Negative Declaration
MS4	Municipal Separate Storm Sewer System
MT	metric ton
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
PCB	polychlorinated biphenyls
PM	particulate matter
PRC	California Public Resources Code
PRIMP	Paleontological Resources Impact Mitigation Program
RAP	Remedial Action Plan
RCNM	Roadway Construction Noise Model
RCRA-SQG	Resource Conservation and Recovery Act – Small Quantity Generator
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCS	Sustainable Communities Strategy
SD	Specific Development
SRA	Source-Receptor Area
SQG	small quantity generators
SWRCB	State Water Resources Control Board

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Acronym/Abbreviation	Definition
TAC	toxic air contaminant
TCE	trichloroethene
TCR	Tribal Cultural Resource
TIA	Transportation Impact Analysis
TPH	total petroleum hydrocarbons
UST	underground storage tank
V/C	volume to capacity
VMT	vehicle miles traveled
VOC	volatile organic compound

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## PREFACE TO THE FINAL IS/MND

The Final Initial Study/Mitigated Negative Declaration (IS/MND) is an informational document intended to disclose to the City of Inglewood (City) and to the public the environmental consequences of approving and implementing the Market Gateway Project (proposed project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA).

The City, acting as lead agency under CEQA, released for public review and comment an IS/MND and a Notice of Intent to Adopt an MND for the proposed project on June 16, 2016. Pursuant to CEQA Guidelines Section 15073(a), a public review period of not less than 20 days was provided.

### Format of the Final IS/MND

This Final IS/MND consists of the IS/MND that was released for public review in June 2016 (hereafter referred to as the June 2016 IS/MND) and several additional chapters:

**Chapter 1 – Chapter 4.** These chapters consist of the original text of the June 2016 IS/MND in its entirety.

**Chapter 5.** During the public review period for the IS/MND, two comment letters were received. Chapter 5 contains these comment letters and the City's responses to the comments.

**Chapter 6.** Several of the comments that are addressed in Chapter 5 resulted in minor revisions to the information contained in the June 2016 IS/MND. These revisions are shown in ~~strikeout~~ and underline text in Chapter 6 of this Final IS/MND.

**Chapter 7.** The City has prepared a mitigation monitoring and reporting program (MMRP) for the proposed project pursuant to CEQA Guidelines, Section 15074(d), which requires that a lead or responsible agency adopt a mitigation monitoring plan when approving or carrying out a project when an MND identifies measures to mitigate or avoid significant environmental effects. The MMRP constitutes Chapter 7 of this Final IS/MND.

### CEQA Guidelines Regarding Recirculation

Pursuant to CEQA Guidelines, Section 15073.5, the City is required to recirculate an IS/MND when the document is substantially revised after public notice of its availability but prior to its adoption. A substantial revision is identified as follows: (1) a new avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance or (2) the lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significant and new measures or revisions must be required.

## **Market Gateway Project Initial Study/Mitigated Negative Declaration**

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The City of Inglewood determined that based on CEQA Guidelines, Section 15073.5, recirculation of the June 2016 IS/MND prior to adoption is not required because no substantial revisions were made to the IS/MND. This conclusion is based on the fact that no new, avoidable significant effects have been identified since the start of public review, no new mitigation measures were added, and the text of the IS/MND has not been substantially revised in a manner requiring recirculation.

### **Record of Proceedings**

The documents and other materials that constitute the record of proceedings upon which the City's project approval is based are located at the address below:

City of Inglewood  
Planning Division  
One Manchester Boulevard  
Inglewood, California 90301

The City's Planning Division is the custodian of such documents and other materials that constitute the record of proceedings. The location of and custodian of the documents or other materials that constitute the record of proceedings for the proposed project is provided in compliance with CEQA Guidelines Section 15074(c).

# Market Gateway Project Initial Study/Mitigated Negative Declaration

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## 1 INTRODUCTION

### 1.1 Overview

The proposed project would redevelop vacant and underutilized sites in the City of Inglewood's downtown area with mixed-use structures. The proposed project would provide and enhance connections between Market Street, downtown Inglewood, and the new downtown Inglewood light rail transit stop. The project site consists of one 2.77-acre vacant parcel located at the corner of North Market Street and East Florence Avenue (hereinafter referred to as the D3 Site) and five underutilized or vacant parcels along North Market Street, which total 1.22 acres (hereinafter referred to collectively as the Market Street Sites). The D3 Site would be redeveloped with a mixed-use structure containing residential uses, commercial uses, and parking. The Market Street Sites would be redeveloped with commercial and parking uses. Development of the D3 Site will be Phase I of the proposed project; development of the Market Street Sites will be Phase II of the proposed project.

### 1.2 California Environmental Quality Act

The City of Inglewood (City), as the lead agency for the Market Gateway Project, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") to determine if approval of the discretionary actions requested and subsequent development on the proposed project site could have a significant impact on the environment.

As provided in Public Resources Code Section 21064.5, a Mitigated Negative Declaration may be prepared for a project that is subject to CEQA when an Initial Study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.

Based on the Initial Study (IS) prepared for the proposed project, the City has prepared a Mitigated Negative Declaration (MND) for the proposed project.

The City has prepared an MND in conformance with Section 15070(b) of the State CEQA Guidelines. The purpose of the MND and the Initial Study Checklist (IS/MND) is to identify any potentially significant impacts associated with the proposed project and incorporate mitigation

## Market Gateway Project Initial Study/Mitigated Negative Declaration

measures into the project as necessary to eliminate the potentially significant effects of the project or to reduce the effects to a level of insignificance.

### 1.3 Project Location

The proposed project site is located within the City of Inglewood, an urbanized area situated in the northern portion of the South Bay, approximately eight miles southwest of downtown Los Angeles (Figure 1-1, Regional Location). The City is bordered to the north by the City of Culver City, the unincorporated communities of Ladera Heights and View Park–Windsor Hills, and the City of Los Angeles. It is bordered to the east by the City of Los Angeles and the unincorporated community of Westmont, to the south by the City of Hawthorne and the unincorporated community of Lennox, and to the west by the City of Los Angeles.

The addresses and corresponding Assessor’s Parcel Numbers (APNs) that compose the project site are listed in Table 1-1 (Project Site). Figure 1-2 (Project Site) shows the boundaries of the D3 Site and the Market Street Sites. Collectively, the D3 Site and the Market Street Sites will be referred to as the “project site” in this IS/MND. Note that the streets in the vicinity of the project site (i.e., North Market Street, North La Brea Avenue, West Florence Avenue, East Regent Street, East Queen Street, North Locust Street, etc.) will all be referred to throughout this document without the directional indicators in the street name.

**Table 1-1  
Project Site**

Site Name	Address	Assessor's Parcel Numbers	Square Footage of Parcel	Acreage of Parcel	Existing Site Use
D3 Site	205 Market Street	4015028900	15,000	0.34	Parking Lot
	223 Market Street	4015028901	15,300	0.35	Vacant
	228 La Brea Avenue	4015028902	18,828	0.43	Vacant
	237 Market Street	4015028903	15,300	0.35	Vacant
	214 La Brea Avenue	4015028904	7,500	0.17	Vacant
	221 Market Street	4015028905	3,750	0.08	Vacant
	219 Market Street	4015028906	11,250	0.25	Vacant
	213 Market Street	4015028907	3,750	0.08	Vacant
	204 La Brea Avenue	4015028908	15,000	0.34	Vacant
	215 Regent Street	4015028909	7,500	0.17	Vacant
	No Address	--	7,556	0.17	Alley
<i>Subtotal – D3 Site</i>			<i>120,734</i>	<i>2.77</i>	
Market Street Sites <sup>1</sup>	101 Market Street	4021008912	7,497	0.17	Vacant Mixed-Use Building
	125 Market Street	4021008913	7,500	0.17	Vacant Commercial Building

## Market Gateway Project Initial Study/Mitigated Negative Declaration

**Table 1-1  
Project Site**

Site Name	Address	Assessor's Parcel Numbers	Square Footage of Parcel	Acreage of Parcel	Existing Site Use
	139 Market Street	4021008914	14,998	0.34	Vacant
	140 Market Street	4021007904	13,875	0.31	Vacant
	150/154 Market Street	4021007906	9,250	0.21	Vacant
<b>Total – All Sites</b>			<b>173,854</b>	<b>3.99</b>	

Source: Inglewood Successor Agency 2014.

**Notes:**

<sup>1</sup> Additionally, the project applicant plans to collaborate with the owner of the Fox Theater to rehabilitate the facility into a complimentary use. The Fox Theater is located at 115 Market Street, in between the properties at 125 Market Street and 101 Market Street.

### 1.4 Environmental Setting

The project site is currently zoned C-1 Limited Commercial and is located in the City's downtown area. To the north of the project site, across Florence Avenue, is the Los Angeles County Metropolitan Transportation Authority (Metro) Crenshaw/LAX light rail transit (LRT) corridor alignment. At the time of this IS/MND, the Crenshaw/LAX LRT alignment is under construction. Adjacent to the LRT corridor is the location of an approved but not-yet-built Metro station (the Downtown Inglewood Metro Station). The station will be located on the north side of Florence Avenue, between Locust Street and Market Street. North of these Metro-related uses are commercial and industrial land uses. To the immediate east, south, and west of the project site are commercial uses. Specific land uses within the immediate vicinity of the project site are shown on Figure 1-3 (Surrounding Land Uses). Further to the east are single-family residential uses on the east side of Locust Street. Several public buildings (Inglewood City Hall and Los Angeles County Superior Court) are located generally to the west of the project site, west of La Brea Avenue.

#### Existing Views Of and Through the Project Site

Figure 1-4 (Viewpoint Locations) shows eight locations around the perimeter of the project site where representative viewpoints of the project site and its surroundings were taken. Each viewpoint corresponds to one of the photos shown in Figures 1-5 through 1-8 (Viewpoints A through H).

#### *Viewpoint A – Looking South from the D3 Site down Market Street (Figure 1-5)*

Viewpoint A consists of a view looking south from the northeast corner of the D3 Site. The view is from the interior of the site and shows the D3 Site in the foreground. Market Street runs along the western portion of the view (left side of Photo A), and Regent Street is visible in the middle ground, beyond the southern boundary of the D3 Site. An approximately seven-story



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office building located along La Brea is visible in the background of the eastern portion of the view (right side of Photo A). Other commercial structures are visible in the background to the south, beyond Regent Street.

### ***Viewpoint B – Looking Northwest from the D3 Site toward the Light Rail Transit Corridor (Figure 1-5)***

Viewpoint B consists of a view looking northwest from the northwest corner of the existing parking lot on the D3 Site. The D3 Site is shown in the foreground. The La Brea Avenue/Florence Avenue intersection is shown in the middleground. The commercial structures at the southwest corner of this intersection are visible in the middleground (such as the Furniture Outlet and other business to the south). On the north side of Florence Avenue, the construction site for the Crenshaw/LAX LRT is visible, including a crane and a partially completed above-grade crossing situated above La Brea Avenue. The tops of the Baldwin Hills are visible in the background, over the parapets of the intervening commercial structures.

### ***Viewpoint C – Looking Southwest from Market Street / Regent Street toward the 139 Market Street Site (Figure 1-6)***

Viewpoint C consists of a view looking southwest from the northeast corner of the Market Street/Regent Street intersection. The intersection is visible in the foreground of the view. Portions of the commercial buildings on the north end of Market Street are visible in the middleground of the view, consisting of the Broadway Federal Bank to the east and vacant uses to the west. To the south of these vacant uses, the 139 Market Street Site is visible in the middleground of the view. As shown, the 139 Market Street Site is vacant, with two street trees along the sidewalk in front of the site. South of the 139 Market Street site, 137/129 Market Street is visible, consisting of white commercial buildings with blue awnings. (The property at 137/129 Market Street is not a part of the project site). South of 137/129 Market Street, the 125 Market Street Site is visible, consisting of a red commercial building with green awnings (this site is part of the project site). Adjacent to the 125 Market Street Site is the Fox Theater. The theater marquee extends above the other commercial structures along Market Street and is a prominent visual element in the background of the view.

### ***Viewpoint D – Looking Southwest from the 140/150 Market Street Site (Figure 1-6)***

Viewpoint D consists of a view looking southwest from the northeast corner of the 140/150 Market Street Site. The foreground of the view shows the 140/150 Market Street Site, consisting of a vacant lot. In the middleground of the view the north-facing red wall of the commercial structure at 128 Market Street is visible (128 Market Street is not part of the project site). A

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fence and some vegetation along the western boundary of the 140/150 Market Street site is also visible in the middleground of the view. The commercial structures along Market Street are visible in the middleground, beyond the north-facing red wall and west-facing fence. The theater marquee of the Fox Theater protrudes above the other commercial structures. The approximately seven-story office building along La Brea Avenue that is also visible from Viewpoint A is visible in the background of this view, beyond the Market Street commercial development.

### ***Viewpoint E – Looking East from the 139 Market Street Site (Figure 1-7)***

Viewpoint E consists of a view looking east from the southwest corner of the 139 Market Street Site. The 139 Market Street Site, consisting of a vacant lot, is visible in the foreground. The north-facing wall of the adjacent commercial structure at 137 Market Street, consisting of a white stucco wall, is also visible in the foreground. Market Street is visible in the middleground, beyond which is the 140/150 Market Street Site. The white and green fence that currently divides the 140/150 Market Street Site the sidewalk can be seen in this view. To the north of this fence, the red façade of the Broadway Federal Bank can be seen. In the background, an approximately six-story multi-family structure (Regency Towers) can be seen.

### ***Viewpoint F – Looking West from Market Street toward the 125 Market Street Site (Figure 1-7)***

Viewpoint F consists of a view looking west from Market Street, from a location directly across the street from the 125 Market Street Site. Shown in the foreground is the diagonal on-street parking located along the east side of Market Street, followed by the northbound travel lane and vegetated median. In the middleground, the southbound travel lane and parallel on-street parking is visible. As shown in this image, the 125 Market Street Site is currently developed with a vacant commercial structure. To the north of the 125 Market Street Site, the commercial building at 129 Market Street can be seen. To the south, a portion of the Fox Theater is visible.

### ***Viewpoint G – Looking Northwest from Market Street / Queen Street toward the 101 Market Street Site (Figure 1-8)***

Viewpoint G consists of a view looking northwest from the southeast corner of the Market Street/Queen Street intersection. The intersection is visible in the foreground, with the 101 Market Street Site shown in the middleground, fronting the northwest corner of this intersection. The Fox Theater is visible to the northwest, directly adjacent to the 101 Market Street Site. North of the Fox Theater building, the existing red commercial structure at the 125 Market Street Site is visible. To the west, further down Queen Street, the approximately five-story Kaiser Permanente Medical Office Building is visible in the background.

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### *Viewpoint H – Looking North from Queen Street toward the 101 Market Street Site (Figure 1-8)*

Viewpoint H consists of a view looking north from Queen Street, directly across the street from the southern boundary of the 101 Market Street Site. The southern sidewalk of Queen Street is visible in the foreground, followed by the eastbound and westbound travel lanes. The south-facing side of the existing commercial structure at the 101 Market Street Site is visible in the middleground. The top of the Fox Theater marquee can be seen protruding above the parapet of the 101 Market Street commercial building in the eastern portion of the view. In the western portion of the view, a small portion of the Kaiser Permanente Medical Office Building is visible.

### **1.5 References**

Inglewood Successor Agency. 2015. “Map of Agency Sites” and “Agency and Housing Authority-Owned Opportunity Sites.” 2015.

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**2 PROJECT DESCRIPTION**

The proposed project would involve construction of a mixed-use building at the D3 Site, followed by construction of four commercial buildings along Market Street. Table 2-1 (Project Details) provides a summary of key project details, followed by a narrative description of the project components. See Appendix A for detailed site plans.

**Table 2-1  
Project Details**

<b>D3 Site</b>	
<i>Residential Building Area</i>	
Community Room and Leasing Office	6,168 square feet
Residential Floor Area (unit floor)	195,900 square feet
Corridors, Stairs, Lobby	54,389 square feet
<i>Total Residential Building Area</i>	<i>256,457 square feet</i>
<i>Commercial Building Area</i>	
Retail	7,625
Restaurant	7,440
Coffee	2,120
Grocery	28,000
<i>Total Commercial Building Area</i>	<i>45,185</i>
<i>Building Area Totals</i>	
Total Building Area	301,642
Parking Structure	240,617
<i>Outdoor Areas</i>	
Private Open Space (63 SF/residential unit)	14,805 square feet
Common Pool Area	10,000 square feet
Courtyards/Plazas	15,169 square feet
<i>Total Outdoor Area</i>	<i>39,974 square feet</i>
<i>Residential Units</i>	
Studio	5 units
1 Bedroom + 1 Bath	117 units
1 Bedroom + Den + 1 Bath	10 units
2 Bedroom + 2 Bath	103 units
<i>Total Units</i>	<i>235 units</i>
<i>Land Use Details</i>	
Parking Spaces	585 spaces
Floor to Area Ratio (FAR)	2.50
Residential Density	84.9 dwelling units/acre
Setback	0 feet from property lines

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**Table 2-1  
Project Details**

D3 Site	
Maximum Building Height	85 feet aboveground (6 stories, and 1 level of subterranean parking)
Market Street Sites	
<i>Property Address</i>	<i>Proposed Use</i>
139 Market Street	Retail + Restaurant + Office
125 Market Street	Retail + Outdoor Plaza + Office
101 Market Street	Retail + Restaurant + Office
140 Market Street	Retail + Parking
150/154 Market Street	
<i>Use</i>	<i>Size</i>
Retail	15,313 square feet
Restaurant	11,248 square feet
Office	23,500 square feet
Parking	150 spaces

Source: Withee Malcolm Architects 2016; Thomas Safran & Associates 2015.

### D3 Site

Site plans for the D3 Site are shown in Figure 2-1 (D3 Site – Proposed Site Plan). The proposed building at the D3 Site would link the Downtown Inglewood Metro Station to the commercial uses along Market Street. The building’s ground level would consist primarily of commercial uses, above which would be five levels of market rate residential units. The proposed parking would support both the residential and commercial uses. Parking spaces would be located on the interior of the site to maximize the street frontage of commercial and residential uses, thereby supporting greater pedestrian interaction. Parking would be located within the subterranean level (level P1) and on the interior portion of the aboveground levels. The entrances and exits from the parking garages will be located in order to facilitate traffic flow. As shown in Figure 2-1 (D3 Site – Proposed Site Plan), driveways to the proposed parking area within the D3 Site would be located along Market Street, Florence Avenue, and Regent Street. Driveways would be ingress/egress. The top of the building would have a roof deck with a pool and patio. The D3 Site would also include public plazas and a pedestrian promenade on the building’s ground level. One of the plazas, called Transit Plaza, would be located at the southwest corner of Market Street and Florence Street, acting as a physical link between the proposed project and the Downtown Inglewood Metro Station.

# **Market Gateway Project**

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### **Market Street Sites**

The conceptual plans for the Market Street Sites are shown in Figure 2-2 (Market Street Sites – Proposed Conceptual Plan). The Market Street Sites would be redeveloped as neighborhood-serving retail, restaurants, office spaces, and parking. As part of this redevelopment, the applicant would upgrade the existing streetscape along Market Street to visually connect the proposed commercial uses with Market Street. Streetscape improvements would include landscaping, outdoor public furnishings, awnings over storefronts, new pavers and sidewalks, lighting, signage, and crosswalks between the D3 Site and the Market Street Sites. The applicant is also in discussions with the owner of the Fox Theater to collaborate on the rehabilitation of the facility into a complimentary use.

### **2.1 Construction**

Construction would occur over the course of two phases, which are characterized below.

#### **Phase I (D3 Site)**

The construction period is anticipated to extend from February 2017 through February 2019. Because the site is vacant with the exception of a small parking lot (located in the southeast corner), the demolition process would take one day and would consist of demolishing the 15,000-square-foot existing parking lot. The existing trees around the parking lot would also be removed. Site preparation would commence once the existing parking lot has been demolished. Site preparation would take approximately five working days and would involve clearing and grubbing activities. Next, the site would be graded. The grading process is anticipated to take approximately 60 days, after which building construction would begin. Building construction, including paving and architectural coating activities, is anticipated to take a total of 25 months. Phase I construction would conclude approximately in February 2019.

#### **Phase II (Market Street Sites)**

Construction at the Market Street Sites is anticipated to begin in February 2017, and is anticipated to be completed in spring 2019. Construction would involve demolition of portions of the existing commercial structures at the 125 and 101 Market Street Sites. The vacant sites (139 and 140/150 Market Street) would undergo site preparation and grading prior to construction of the new commercial structures. This phase would also include installation of the proposed streetscape improvements.

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### **2.2 Required Permits and Approvals**

The City is expected to use this IS/MND in its decision-making relative to the proposed project. A list of permits and approvals from the City that are required to complete the proposed project include, but are not necessarily limited to the following:

- Rezoning of the D3 Site from C-1 to SD (Specific Development) or other designation and a variance for parking reduction. The proposed residential density exceeds what is allowable in the C-1 zone and the parking provided does not meet code standards. Under this existing zoning designation, the D3 Site would be allowed 152 residential units (55 dwelling units per acre). As such, the proposed project would include rezoning the D3 Site from C-1 to SD (or other designation) to allow for increased residential density and a parking reduction on the project site.
- Rezoning of the Market Street Sites and a variance for parking reduction.

Approvals from other regulatory agencies may also be required and are listed as follows:

- State Water Resources Control Board – Applicant must submit a Notice of Intent to comply with the General Construction Activity NPDES Permit
- Utility providers – Utility connection permits
- Los Angeles County Fire Department – Plan approval

### **2.3 References**

Thomas Safran & Associates. 2015. "Development Concept." May 2015.

Withee Malcolm Architects. 2016. Market Gateway. February 3, 2016.

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**3 INITIAL STUDY CHECKLIST**

The following discussion of potential environmental effects was completed in accordance with Section 15063(d)(3) of the CEQA Guidelines (2015) to determine if the proposed project may have a significant effect on the environment.

**1. Project title:**

Market Gateway Project

**2. Lead agency name and address:**

City of Inglewood  
One Manchester Boulevard  
Inglewood, California 90301

**3. Contact person and phone number:**

Mindy Wilcox, AICP, Planning Manager  
310.412.5230

**4. Project location:**

See Section 1.3 above.

**5. Project sponsor's name and address:**

Thomas Safran and Associates  
11812 San Vicente Boulevard, Suite 600  
Los Angeles, California 90049

**6. General plan designation:**

Commercial/Residential

**7. Zoning:**

C-1 Limited Commercial

**8. Description of project:**

See Section 2 above.



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**9. Surrounding land uses and setting:**

See Section 1.4 above.

**10. Other public agencies whose approval is required:**

See Section 2.2 above.

### ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

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

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

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**DETERMINATION:**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
\_\_\_\_\_  
Signature

6/16/16  
\_\_\_\_\_  
Date

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### EVALUATION OF ENVIRONMENTAL IMPACTS:

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

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or refined from the earlier document and the extent to which they address site-specific conditions for the project.

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

### 3.1 Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**a) *Would the project have a substantial adverse effect on a scenic vista?***

**Less Than Significant Impact.** As described in Section 1.4 of this IS/MND, the project site is located in a generally urbanized area characterized by flat topography and generally lacking in vistas of naturalized areas and/or cityscapes. As identified in Section 1.4, the tops of the Baldwin Hills can be experienced from portions of the project site and the surrounding areas, over the parapets of the intervening commercial structures. The proposed building at the D3 Site would have the potential to obstruct the fleeting

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glimpses of the Baldwin Hills that are currently available from Regent Street. However, this view is distant and has been substantially obstructed and compromised by existing development. As such, the proposed project would not have a substantial adverse effect on this view, as it is limited, fleeting, and already compromised under existing conditions. No other scenic vistas are available from or through the project site that would have the potential to be substantially affected by the proposed project. For these reasons, neither phase of the proposed project would have a substantial adverse effect on a scenic vista, and impacts would be **less than significant**. No mitigation is required.

- b) *Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

**No Impact.** The nearest officially designated State Scenic Highway is a portion of State Highway 2 that extends through the San Gabriel Mountains, beginning just north of the City of La Cañada Flintridge (Caltrans 2011). The portion of State Highway 2 that is officially designated as a State Scenic Highway is located approximately 18 miles northeast of the proposed project. Due to this distance, the proposed project area is not within the viewshed of this State Scenic Highway. Therefore, **no impact** on scenic resources within a state scenic highway would occur as a result of implementing either phase of the proposed project.

- c) *Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

**Less Than Significant Impact.** The project site is primarily composed of vacant lots, with several vacant commercial structures (see Table 1-1 for details). The proposed grading on the vacant lots, the demolition of the existing commercial structures, and the construction of the proposed project (during both Phase I and Phase II) would introduce the use of heavy machinery such as large trucks, cranes, bulldozers, and other equipment required for demolition and construction activities. The presence of this equipment, as well as the construction activities associated with the proposed project, would temporarily alter the visual character of the project site, as demolition/construction activities during Phase I and Phase II would be visible from surrounding areas. However, the construction activities and associated changes to the appearance of the project site would not be permanent. Since construction activities during both Phase I and Phase II would be temporary, no substantial long-term degradation of views would occur due to project construction.

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During operation, the proposed project would result in substantial changes to the visual character of the project site. The D3 Site, the 139 Market Street Site, and the 140/150 Market Street Site are currently vacant and are generally surrounded with fencing. Seasonally, weeds and shrubs grow at these sites. The placement of new mixed-use and commercial structures at these sites would alter their appearance but would not represent substantial degradation of the visual character or quality of these sites. All three of these currently vacant sites are surrounded by existing commercial and multi-family residential development. The sites do not provide usable or scenic open space, because they are fenced off from public access and are not developed with recreational amenities or landscaping. As such, the development of commercial and mixed-use structures on these sites would bring the sites into visual agreement with the land uses of surrounding properties. Furthermore, the proposed project would be developed with high architectural design quality and landscape amenities. The development of the vacant sites would improve the visual quality of the individual sites and the project area as a whole.

The two remaining properties that make up the project site (101 Market Street and 125 Market Street) are currently occupied by commercial structures. As shown in Figure 1-7 (Photo F) and Figure 1-8 (Photo G and Photo H), these structures are vacant and appear to be in disuse, and neither site supports significant visual resources. While the new commercial structures proposed for these sites would alter the appearance of both sites, they would not cause degradation in visual character or quality at either 101 Market Street or 125 Market Street. The land uses at these two properties would remain the same (i.e., commercial) and would therefore remain consistent with the surrounding land uses.

Portions of the proposed project would represent a change in the heights of structures on the project site. However, the proposed heights would not cause an adverse effect to the visual quality of the project site or its surroundings. The proposed mixed-use building at the D3 Site would be six stories in height, equating to 85 feet in height. While this structure would extend above the buildings located on adjacent properties, the project vicinity includes several buildings that protrude above the one- to two-story commercial structures that generally characterize the project area. This includes an approximately seven-story office building located along La Brea Avenue, approximately 250 feet southwest of the D3 Site. This structure can be seen in Figure 1-5 (Photo A) and Figure 1-6 (Photo D). An approximately six-story multi-family residential structure (Regency Towers) can be seen in Figure 1-7 (Photo E). This structure is located approximately 400 feet southeast of the D3 Site. The Kaiser Permanente Medical Office Building is approximately five stories in height and is located approximately 400 feet south of the D3 Site. This structure can be seen in Figure 1-8 (Photo G). Therefore, a six-story building at

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the D3 Site would be consistent with the general development pattern in the area and would not cause adverse visual impacts to the site or its surroundings.

Regarding development of the Market Street Sites, each of the proposed buildings would be generally consistent with existing building heights. The Fox Theater marquee is an existing visual element along Market Street that extends above the existing structures. Additionally, the six-story Regency Towers building is adjacent to the 140/150 Market Street Site. As such, increased building heights along Market Street would not be visually inconsistent with nearby structures and would not substantially degrade the visual character or quality of the Market Street Sites and their surroundings. For these reasons, impacts during both construction and operation of both phases of the proposed project would be **less than significant**. No mitigation is required.

- d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

**Less Than Significant Impact.** The proposed project would entail developing mixed-use structures on sites that are vacant or that contain vacant commercial buildings. As such, the proposed project's lighting and building materials would introduce sources of light and glare on sites where such sources do not currently exist, or are considered very limited. Lighting is of most concern when it may potentially spill over or trespass from a project site onto properties or areas, particularly residential buildings, and the public sidewalk or right-of-way. As shown in Figure 1-3, the majority of the surrounding land uses consist of commercial and office uses. As such, the majority of the proposed structures would not have the potential to adversely affect a light- or glare-sensitive use. An exception is the Regency Towers multi-family residential structure, which is located to the east of the 140/150 Market Street Site. The Regency Towers structure is separated from the eastern boundary of the 140/150 Market Street Site by an alleyway, a parking lot, and trees. Any light or glare produced by the commercial and parking uses proposed for the 140/150 Market Street Site would not be expected to adversely affect day or nighttime views experienced from Regency Towers, due to the intervening alleyway, landscaping, and parking area. Furthermore, lighting at the parking structure proposed for the 140/150 Market Street Site would be subject to Section 12-55.5(C) of the Inglewood Municipal Code, which states that "any lights provided to illuminate parking areas shall be installed, directed and shielded to confine all direct rays of artificial light within the boundaries of the subject development." Compliance with the Inglewood Municipal Code would further ensure that the proposed project does not adversely affect the adjacent residential use. The existing nighttime ambient lighting environment in the project area is generally characteristic of an urbanized commercial area. While the proposed project

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would add new lighting with the potential to increase lighting levels and sources of glare in the area, it would not adversely affect daytime or nighttime views and would remain generally consistent with lighting levels characteristic of a downtown commercial development. For these reasons, impacts for both phases of the proposed project would be **less than significant**. No mitigation is required.

### References

Caltrans (California Department of Transportation). 2011. California Scenic Highway Mapping System. Last updated September 7, 2011. Accessed September 30, 2014.  
[http://www.dot.ca.gov/hq/LandArch/scenic\\_highways/index.htm](http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm).

### 3.2 Agriculture and Forestry Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 the 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"/>



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

**No Impact.** The project site is not located on Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as mapped by the Farmland Mapping and Monitoring Program (FMMP 2015). Therefore, neither phase of the proposed project would convert Farmland to non-agricultural uses, and **no impact** would occur.

- b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

**No Impact.** The project site is currently zoned C-1 Limited Commercial. Agricultural uses are not listed as permitted uses or conditionally permitted uses within the C-1 zone in the City's Zoning Ordinance, and the project site is not under a Williamson Act contract (California Department of Conservation 2013). As such, neither phase of the proposed would conflict with existing zoning for agricultural uses or a Williamson Act contract, and **no impact** would occur.

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

**No Impact.** As described under item 3.2(b), the project site is zoned for commercial uses. There are no areas zoned for agricultural or forest land uses within the vicinity of the project site. Therefore, neither phase of the proposed would conflict with existing zoning, or cause the rezoning of forest land, timberland, or timberland production land, and **no impact** would occur.

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

**No Impact.** The project site is located within a built, urbanized area and no forest lands exist within the project vicinity. As such, neither phase of the proposed would result in loss of forest land or conversion of forest land to non-forest use, since forest land is not present on the site. **No impact** would occur.

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

**No Impact.** No agricultural resources or operations currently exist on or near the project site, which is located in an urbanized area. Therefore, neither phase of the proposed would involve changes in the existing environment that would result in the conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use. **No impact** would occur.

### References

California Department of Conservation. 2013. *Los Angeles County Williamson Act FY 2012/2013*. [map]. 1:120,000. Sacramento, CA: California Department of Conservation, Division of Land Resource Protection. 2013. Accessed December 22, 2015. <http://www.consrv.ca.gov/dlrp/lca/Pages/Index.aspx>.

FMMP (Farmland Mapping and Monitoring Program). 2015. *Los Angeles County Important Farmland 2012*. [map]. 1:120,000. Sacramento, CA: Farmland Mapping and Monitoring Program. January 2015. Accessed March 7, 2016. <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2012/>.

### 3.3 Air Quality

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>

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### **Existing Setting: Description of Baseline Environmental Conditions**

The proposed project is located within the South Coast Air Basin (SCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties, and is within the jurisdictional boundaries of the South Coast Air Quality Management District (SCAQMD). The proposed project is located within the City of Inglewood, which is located in southwestern Los Angeles County. The project site is not located within 500 feet of any freeway or urban roadways carrying more than 100,000 vehicles per day. Summers in the area are generally warm to hot, and dry, while winters tend to be mild with relatively low amounts of rain. The Santa Ana winds, which are strong, dry offshore winds, periodically affect the area during late fall and winter.

### **Air Quality Management Plan**

The SCAQMD administers the Air Quality Management Plan (AQMP) for the SCAB, which is a comprehensive document outlining an air pollution control program for attaining all California Ambient Air Quality Standards (CAAQS) as well as National Ambient Air Quality Standards (NAAQS). The latest version of the SCAQMD's AQMP is the Final 2012 AQMP (SCAQMD 2013), which was adopted by SCAQMD in December 2012 and finalized in February 2013. The 2012 Final AQMP is designed to meet applicable federal and state requirements for ozone (O<sub>3</sub>) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns (fine particulate matter; PM<sub>2.5</sub>). The 2012 AQMP was approved by the California Air Resources Board (CARB) on January 25, 2013, and the portions of the AQMP that address the O<sub>3</sub> NAAQS were approved by the United States Environmental Protection Agency (EPA) on September 3, 2014. The Final 2012 AQMP demonstrates attainment of the federal 24-hour PM<sub>2.5</sub> standard by 2014 in the SCAB through adoption of all feasible measures. The 2012 AQMP also updates the EPA-approved 8-hour O<sub>3</sub> control plan with new measures designed to reduce reliance on the Clean Air Act Section 182(e)(5) long-term measures for oxides of nitrogen (NO<sub>x</sub>) and volatile organic compound (VOC) reductions.

Emissions that would result from mobile, stationary, and area sources during construction and operation of the project are subject to the rules and regulations of the SCAQMD. For example, Rule 403 requires the implementation of measures to control the emission of visible fugitive/nuisance dust, such as wetting soils that will be disturbed and Rule 1403, addressing asbestos emissions from demolition/renovation activities, which requires the safe handling of known or suspected asbestos containing materials.

Based on general plans for cities and counties in the SCAB, demographic growth forecasts for various socioeconomic categories (i.e., population, housing, employment by industry) developed

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by the Southern California Association of Governments (SCAG) for its 2012 Regional Transportation Plan were used in the 2012 AQMP. In addition, emission reductions resulting from SCAQMD regulations adopted by June 2012 and CARB regulations adopted by August 2011 are included in the baseline. The 2012 AQMP reduction and control measures, which are outlined to mitigate emissions, are based on existing and projected land use and development.

### **SCAB Attainment Designation**

An area is designated as in attainment when it is in compliance with the NAAQS and/or the California Ambient Air Quality Standards (CAAQS). These standards are set by the EPA and CARB, respectively, for the maximum level of a given air pollutant that can exist in the outdoor air without unacceptable effects on human health or the public welfare. The criteria pollutants of primary concern that are considered in this air quality assessment include O<sub>3</sub>, nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), and particulate matter with a diameter less than or equal to 10 microns (PM<sub>10</sub>) and PM<sub>2.5</sub>. Although there are no ambient standards for volatile organic compounds (VOCs) or oxides of nitrogen (NO<sub>x</sub>), they are important as precursors to O<sub>3</sub>.

The entire SCAB is designated as a nonattainment area for both federal and state O<sub>3</sub> standards (EPA 2015, CARB 2014a). The EPA has classified the SCAB as an “extreme” nonattainment area and has mandated that it achieve attainment no later than June 15, 2024. The SCAB is designated as an attainment area for state and federal CO standards. The SCAB is designated as an attainment area under the state and federal standards for NO<sub>2</sub>. The entire SCAB is in attainment with both federal and state SO<sub>2</sub> standards. The SCAB is designated as a nonattainment area for the state PM<sub>10</sub> standards, and state and federal PM<sub>2.5</sub> standards; however, it is designated as an attainment area for federal PM<sub>10</sub> standards.

### **SCAQMD Thresholds**

Construction of the proposed project would result in emissions of criteria air pollutants for which CARB and the EPA have adopted ambient air quality standards (i.e., the NAAQS and CAAQS). Projects that emit these pollutants have the potential to cause or contribute to violations of these standards. The SCAQMD *CEQA Air Quality Handbook*, as revised in March 2015, sets forth quantitative emission significance thresholds for criteria air pollutants, which, if exceeded, would indicate the potential to contribute to violations of the NAAQS or CAAQS. Project-related air quality impacts estimated in this environmental analysis, as shown in Table 3.3-1 (SCAQMD Air Quality Significance Thresholds), would be exceeded.

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If the proposed project's construction or operational emissions would exceed the SCAQMD VOC or NO<sub>x</sub> thresholds shown in Table 3.3-1 (SCAQMD Air Quality Significance Thresholds), then it would result in a substantial contribution to an existing air quality violation of the NAAQS or CAAQS for O<sub>3</sub>, which is a nonattainment pollutant. Ozone is not emitted directly into the air but is a pollutant formed by a photochemical reaction in the atmosphere. Ozone precursors, VOC and NO<sub>x</sub>, react in the atmosphere in the presence of sunlight to form ozone. Therefore, the SCAQMD does not have a recommended ozone threshold, but it does have thresholds of significance for VOC and NO<sub>x</sub>.

**Table 3.3-1  
SCAQMD Air Quality Significance Thresholds**

Criteria Pollutants Mass Daily Thresholds		
Pollutant	Construction	Operation
VOC	75 lb/day	55 lb/day
NO <sub>x</sub>	100 lb/day	55 lb/day
CO	550 lb/day	550 lb/day
SO <sub>x</sub>	150 lb/day	150 lb/day
PM <sub>10</sub>	150 lb/day	150 lb/day
PM <sub>2.5</sub>	55 lb/day	55 lb/day
Lead <sup>a</sup>	3 lb/day	3 lb/day
Toxic Air Contaminants (TACs) and Odor Thresholds		
TACs <sup>b</sup> (including carcinogens and noncarcinogens)	Maximum incremental cancer risk $\geq$ 10 in 1 million Cancer Burden > 0.5 excess cancer cases (in areas $\geq$ 1 in 1 million) Chronic and Acute Hazard index $\geq$ 1.0 (project increment)	
Odor	Project creates an odor nuisance pursuant to SCAQMD Rule 402	

Source: SCAQMD 2015.

Notes: SCAQMD = South Coast Air Quality Management District; VOC = volatile organic compound; lb/day = pounds per day; NO<sub>x</sub> = oxides of nitrogen; CO = carbon monoxide; SO<sub>x</sub> = sulfur oxides; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter; TAC = toxic air contaminant; NO<sub>2</sub> = nitrogen dioxide; ppm = parts per million;  $\mu\text{g}/\text{m}^3$  = micrograms per cubic meter.

<sup>a</sup> The phase-out of leaded gasoline started in 1976. Since gasoline no longer contains lead, the proposed project is not anticipated to result in impacts related to lead; therefore, it is not discussed in this analysis.

<sup>b</sup> TACs include carcinogens and non-carcinogens.

**a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?***

**Less Than Significant Impact.** The proposed project is located within the South Coast Air Basin (SCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties, and all of Orange County and is within the jurisdictional boundaries of the South Coast Air Quality Management District (SCAQMD).

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In December 2012, the SCAQMD adopted the Final 2012 Air Quality Management Plan (SCAQMD 2013), which is designed to meet applicable federal and state requirements for ozone (O<sub>3</sub>) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns (PM<sub>2.5</sub>). The 2012 AQMP was approved by the California Air Resources Board (CARB) on January 25, 2013, and the portions of the AQMP that address the O<sub>3</sub> National Ambient Air Quality Standards (NAAQS) were approved by the United States Environmental Protection Agency on September 3, 2014. Emissions that would result from stationary and area sources during operation under the proposed project may be subject to SCAQMD rules and regulations.

The 2012 AQMP demonstrated attainment of the federal 24-hour PM<sub>2.5</sub> standard by 2014 in the SCAB through adoption of all feasible measures, and accommodates planned growth in the SCAB. Based on general plans for cities and counties in the SCAB, including the City of Inglewood, demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry)—developed by the Southern California Association of Governments (SCAG) for its 2012 Regional Transportation Plan—were used in the 2012 AQMP. The 2012 AQMP reduction and control measures to mitigate emissions were based on existing and projected land use and development. Projects are considered consistent with, and would not conflict with or obstruct implementation of, the AQMP if the growth in socioeconomic factors is consistent with the underlying regional plans used to develop the AQMP.

The City's General Plan land use designation for the proposed project is C-1 (Limited Commercial Zone) for all sites that comprise the proposed project site. Zoning designation C-1 allows for the development of 152 residential units or 55 dwelling units per acre. The D3 Site would require rezoning from C-1 to SD (Specific Development) which allows for higher density residential uses. Generally, air pollutant emissions associated with residential uses are lower than those produced by commercial uses, mainly due to the number of vehicle trips each land use would generate. Additionally, the proposed project would help reduce VMT by concentrating high-density mixed-use development within downtown Inglewood and would be easily accessible by walking, biking, or by transit.

The proposed project would not conflict with SCAG's growth projections anticipated in the 2012 AQMP because the proposed project satisfies the primary purpose of City's zoning designation for the project site and would not introduce a land use or zoning conflict. Additionally, the proposed project would result in a minor, incremental increase in the number of residents and employment opportunities within the community. Development of new multi-family residential and commercial use may have the potential

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to result in population growth in the event that new residents and employees move to the area. Because the proposed project would be located in an infill area and more generally, the densely populated Los Angeles metropolitan area, it is anticipated that most of the jobs associated with the proposed project would be filled by residents immediately within the vicinity of the project site or from neighboring communities and cities. Since the proposed project would result in minimal growth in population and employment, it would not conflict with the 2012 AQMP or exceed the assumptions in the 2012 AQMP.

To address the criterion regarding the proposed project's potential to result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the AQMP, an air quality modeling analysis that identified the proposed project's impact on air quality was performed. Detailed results of the modeling conducted for the proposed project are included in Appendix B. The California Emissions Estimator Model (CalEEMod) Version 2013.2.2, available online (<http://www.caleemod.com>), was used to model emissions for the proposed project and analyzed for significance for in Section 3.3(b).

The SCAB is a nonattainment area for O<sub>3</sub>, NO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> under the NAAQS and/or CAAQS. As discussed in Section 3.3(b), the proposed project would not result in a net increase of VOC, NO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub> emissions that would exceed the SCAQMD significance thresholds. Therefore, the proposed project is not anticipated to result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the 2012 AQMP.

Accordingly, neither phase of the proposed project would conflict with, or obstruct implementation of, the applicable air quality plans and the impact would be **less than significant** during construction and operation. No mitigation is required.

- b) *Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

**Less Than Significant Impact.** Analysis was conducted to determine whether construction and operation of the proposed project may result in emission of criteria air pollutants from mobile, area, and energy sources that may cause exceedances of federal and state ambient air quality standards or contribute to existing nonattainment of ambient air quality standards. The following discussion identifies potential short- and long-term impacts that would result from implementation of the proposed project.

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### Construction Emissions

Construction of the proposed project would result in a temporary addition of pollutants to the local airshed caused by soil disturbance, fugitive dust emissions, and combustion pollutants from on-site construction equipment and from off-site trucks hauling construction materials. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation, and for dust, the prevailing weather conditions. Fugitive dust (PM<sub>10</sub> and PM<sub>2.5</sub>) emissions would primarily result from grading and site preparation activities. NO<sub>x</sub> and CO emissions would primarily result from the use of construction equipment and motor vehicles.

Implementation of Phase I and Phase II of the proposed project would generate construction-related air pollutant emissions from construction activities such as the following: entrained dust, off-road equipment, vehicle emissions, and architectural coatings. Entrained dust results from the exposure of earth surfaces to wind from the direct disturbance and movement of soil, resulting in PM<sub>10</sub> and PM<sub>2.5</sub> emissions. The proposed project would be required to comply with SCAQMD Rule 403 to control dust emissions generated during the building and surface parking lot demolition, building construction, and grading activities. One of the main dust suppression measures recommended in SCAQMD Rule 403 that would be employed to reduce fugitive dust emissions include watering of the active sites approximately three times daily depending on weather conditions, which *reduces* fugitive dust emissions by 61% according to the SCAQMD. Internal combustion engines used by construction equipment and haul trucks, vendor trucks, and worker vehicles would result in emissions of VOCs, NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub>. The application of architectural coatings, such as exterior application/interior paint and other finishes, would also produce VOC emissions. The proposed project would be required to comply with SCAQMD Rule 1113, which proscribes the sale or application of high-VOC-content architectural coatings.

Emissions from construction activities for both phases of the proposed project were estimated using the California Emissions Estimator Model (CalEEMod) Version 2013.2.2, available online ([www.caleemod.com](http://www.caleemod.com)). Construction emissions were calculated for the estimated worst-case day over the construction period. Since Phase I and Phase II would overlap (construction of Phase I and Phase II would occur concurrently), the maximum daily emissions for each construction phase was added together. The combined overlapping phases would represent the daily maximum construction emissions for the proposed project. Default values provided by the program were used where detailed project information was not available.



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### Phase I

Phase I of construction includes development of the D3 Site. It is anticipated that construction of Phase I of the proposed project would commence in February 2017 and would last approximately two years, ending February 2019. For purposes of estimating proposed project emissions, and based on information provided by the applicant, it is assumed that construction activity would occur continuously. The analysis contained herein is based on the following assumptions (duration of phases is approximate):

- Demolition (existing 15,000-square-foot parking lot): 1 day
- Site preparation (clearing and grubbing): 1 week
- Grading: 12 weeks
- Building construction: 80 weeks
- Architectural coating: 31 weeks
- Paving: 6 weeks

The construction equipment mix and estimated hours of equipment operation per day used for the air emissions modeling of the proposed project are shown in Table 3.3-2 (Phase I Construction Equipment). For this analysis, it was assumed that heavy construction equipment would be used five days a week (22 days per month) during Phase I project construction. Table 3.3-2 (Phase I Construction Equipment) also presents estimated workers anticipated for each construction sequence, using information provided by the client and CalEEMod default values. To estimate motor vehicle emissions generated by worker vehicles (i.e., light duty trucks and automobiles), it was assumed that each worker would generate two one-way trips.

**Table 3.3-2  
Phase I Construction Equipment**

Construction Sequence	Worker Trips (per day)	Vendor Trips (per day)	Total Hauling Trips	Equipment	
				Type	Quantity
Demolition	8	0	20	Concrete/Industrial Saws	1
				Excavators	1
				Skid Steer Loaders	1
Site Preparation	6	0	0	Excavators	1
				Skid Steer Loaders	1
Grading	8	0	20	Excavators	1
				Tractors/Loaders/Backhoes	2

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**Table 3.3-2  
Phase I Construction Equipment**

Construction Sequence	Worker Trips (per day)	Vendor Trips (per day)	Total Hauling Trips	Equipment	
				Type	Quantity
Building Construction	302	2	0	Cranes	1
				Forklifts	2
				Generator Sets	1
				Tractors/Loaders/Backhoes	1
				Welders	3
Architectural Coating	60	4	0	Pumps	2
Paving	6	4	0	Pumps	2

Notes: See Appendix B for details.

In addition to construction equipment operation and worker trips, emissions from hauling (i.e., dump trucks) and vendor trucks (i.e., delivery trucks) were estimated. Haul truck trips were assumed to be required during the demolition and grading phases, as per information provided by the applicant. It was assumed that demolition and grading would both require 10 super haulers. Vendor trucks transporting concrete, steel, and other building materials were assumed during the building construction, paving, and architectural coating phases. Detailed construction assumptions, including estimated daily worker and vendor trips and total estimated haul truck trips, are provided in Appendix B.

### Phase II

Phase II involves construction at the Market Street Sites. Each construction sequence would occur over the maximum possible durations provided by the applicant. Construction sequences were assumed to be the maximum possible durations provided by the applicant. Phase II was assumed to commence in February 2017 and would last approximately 2.5 years, ending spring 2019. For purposes of estimating project emissions, and based on information provided by the applicant, it is assumed that construction activity would occur continuously (i.e., without delays or breaks in the schedule). The analysis contained herein is based on the following assumptions (duration of phases is approximate):

- Demolition (existing 5,000-square-foot building): 8 weeks
- Site Preparation (clearing and grubbing): 2 weeks
- Grading: 20 weeks

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- Building construction: 60 weeks
- Paving: 12 weeks
- Architectural coating: 20 weeks

The construction equipment mix and estimated hours of equipment operation per day used for the air emissions modeling of the proposed project are shown in Table 3.3-4 (Phase II Construction Equipment). For this analysis, it was assumed that heavy construction equipment would be used five days a week (22 days per month) during Phase II project construction. Table 3.3-3 (Phase II Construction Equipment) also presents estimated workers anticipated for each construction sequence, using CalEEMod defaults. To estimate motor vehicle emissions generated by worker vehicles (i.e., light duty trucks and automobiles), it was assumed that each worker would generate two one-way trips.

**Table 3.3-3  
Phase II Construction Equipment**

Construction Sequence	Worker Trips (per day)	Vendor Trips (per day)	Total Hauling Trips	Equipment	
				Type	Quantity
Demolition	6	0	20	Excavators	1
				Skid Steer Loaders	1
Site Preparation	8	0	0	Excavators	1
				Skid Steer Loaders	2
Grading	14	0	0	Excavators	2
				Skid Steer Loaders	1
				Tractors/Loaders/Backhoes	2
Building Construction	26	18	0	Forklifts	1
				Generator Sets	1
				Tractors/Loaders/Backhoes	1
				Welders	3
Paving	10	4	0	Pumps	4
Architectural Coating	6	0	0	Pumps	4

**Notes:** See Appendix B for details.

Haul truck trips were assumed to be required during demolition; it was assumed 10 super haulers would be required. Emissions from vendor trucks during the building construction phase were also estimated. It was assumed that additional vendor trips would be required during paving. Detailed construction assumptions, including estimated daily worker and vendor trips are provided in Appendix B.

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Table 3.3-4 (Estimated Maximum Daily Phase I and Phase II Construction Emissions) presents the estimated maximum unmitigated daily construction emissions generated during both construction phases of the proposed project; however, the analysis does include specific measures from SCAQMD Rule 403, which the proposed project would implement in order to reduce fugitive dust from construction activities. Note that the measures incorporated into CalEEMod are regulatory requirements and as such, do not constitute mitigation. The values shown are the maximum summer or winter daily emissions results from CalEEMod. Details of the emission calculations are provided in Appendix B.

**Table 3.3-4  
Estimated Maximum Daily Phase I and Phase II Construction Emissions**

	VOC (lbs/day)	NO <sub>x</sub> (lbs/day)	CO (lbs/day)	SO <sub>x</sub> (lbs/day)	PM <sub>10</sub> (lbs/day)	PM <sub>2.5</sub> (lbs/day)
Year 2017	7.33	40.29	51.31	0.10	7.73	4.19
Year 2018	12.09	39.30	49.29	0.10	5.93	3.28
Year 2019	13.79	23.89	27.11	0.05	2.27	1.66
<b>Maximum Daily</b>	<b>13.79</b>	<b>40.29</b>	<b>51.31</b>	<b>0.10</b>	<b>7.73</b>	<b>4.19</b>
<i>Pollutant Threshold</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>150</i>	<i>55</i>
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

**Notes:** See Appendix B for detailed results.

The values shown are the maximum summer or winter daily emissions results from CalEEMod.

These estimates do not reflect control of fugitive dust required by Rule 403.

VOC = volatile organic compound; NO<sub>x</sub> = oxides of nitrogen; CO = carbon monoxide; SO<sub>x</sub> = sulfur oxides; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter

Maximum daily emissions of NO<sub>x</sub> would occur during the building construction phase for Phase I in 2017, as a result of off-road equipment operation and on-road vendor trucks. Fugitive dust during the demolition phase in 2017 would generate the maximum daily PM<sub>10</sub> and PM<sub>2.5</sub> emissions. The application of architectural coatings in 2018 for Phase I would produce the maximum daily VOC emissions.

As shown in Table 3.3-4 (Estimated Maximum Daily Phase I and Phase II Construction Emissions), daily construction emissions would not exceed the SCAQMD significance thresholds for VOC, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub> during construction in all construction years. Therefore, construction impacts during Phase I and Phase II of the proposed project would be **less than significant**. No mitigation is required during construction of both phases of the proposed project.

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### Operational Emissions

Following the completion of construction activities, the proposed project would generate VOC, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions from mobile sources (vehicular traffic) and area sources (space heating, water heating, landscaping). For purposes of this analysis, while the existing Market Street Sites are vacant, as a conservative approach, it is assumed that there are currently no operational emissions on-site that would be replaced by the proposed project. Accordingly, operational emissions from existing land uses are not estimated in the analysis.

The proposed project would impact air quality through the vehicular traffic generated by the proposed project. According to the proposed project's traffic study (Fehr and Peers 2016); full build-out of the proposed project would result in a total of 5,350 trips per day. This estimate includes both pass-by trip and internalization and mode shift reductions. Pass-by trips are those vehicle trips associated with the commercial uses that may be diverted trips from other existing designations. Internal trip reductions refers to reducing trips from and to the proposed project resulting from the proximity of complementary land uses such as the residential and commercial components of the proposed project. See Appendix G for detailed trip generation information.

Project-related traffic was assumed to include a mixture of vehicles in accordance with the model outputs for traffic, including customers, deliveries, employees, and other vehicle trips. Emission factors representing the vehicle mix and emissions for 2019 were used to estimate emissions associated with full build-out of the proposed project.

In addition to estimating mobile source emissions, CalEEMod was also used to estimate emissions from the proposed project's energy use, which includes electricity demand and natural gas combustion. The default energy input ratios for Title 24 and non-Title 24 electricity use and lighting; and Title 24 and non-Title 24 natural gas consumption as provided in CalEEMod were applied to the proposed project energy estimates. Refer to Appendix B for additional information.

CalEEMod was also used to estimate emissions from the proposed project's area sources, which include landscaping, consumer products, and architectural coatings for building maintenance. Refer to Appendix B for additional information.

Table 3.3-5 (Estimated Maximum Daily Build-Out Operational Emissions) presents the maximum mitigated daily emissions associated with operation of the proposed project after all phases of construction have been completed. The values shown for motor vehicles and

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area sources are the maximum summer or winter daily emissions results from CalEEMod. Complete details of the emissions calculations are provided in Appendix B.

**Table 3.3-5  
Estimated Maximum Daily Operational Build-Out Emissions**

Emission Source	VOC (lbs/day)	NO <sub>x</sub> (lbs/day)	CO (lbs/day)	SO <sub>x</sub> (lbs/day)	PM <sub>10</sub> (lbs/day)	PM <sub>2.5</sub> (lbs/day)
Area	12.11	0.22	19.54	0.00	0.38	0.38
Energy	0.21	1.94	1.47	0.01	0.15	0.15
Mobile	13.94	27.59	123.58	0.32	21.49	6.04
<b>Total</b>	<b>26.26</b>	<b>29.75</b>	<b>144.59</b>	<b>0.33</b>	<b>22.02</b>	<b>6.57</b>
<i>Emission Threshold</i>	55	55	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

**Notes:** See Appendix B for detailed results.

Emissions represent maximum of summer and winter. "Summer" emissions are representative of the conditions that may occur during the ozone season (May 1 to October 31), and "Winter" emissions are representative of the conditions that may occur during the balance of the year (November 1 to April 30).

As shown in Table 3.3-5 (Estimated Maximum Daily Build-Out Operational Emissions), daily operational emissions at build-out of the proposed project would not exceed the significance thresholds for VOC, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub>. Operational emissions would be **less than significant** under the combined phases of the proposed project. No mitigation is required during operation of both phases of the proposed project.

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

**Less Than Significant Impact.** In considering cumulative impacts from the proposed project, the assessment must specifically evaluate a project's contribution to the cumulative increase in pollutants for which the SCAB is designated as nonattainment for the NAAQS or CAAQS. A project would be considered to have a significant cumulative impact if the project's contribution accounts for a significant proportion of the cumulative total emissions (i.e., it represents a "cumulatively considerable contribution" to the cumulative air quality impact). If a project's emissions would exceed the SCAQMD significance thresholds, it would be considered to have a cumulatively considerable contribution to nonattainment status in the SCAB. If a project does not exceed thresholds and is determined to have less than significant project-specific impacts, it may still contribute to a significant cumulative impact on air quality. In this case, the basis for

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analyzing the project's cumulative considerable contribution is the project's potential to exceed SCAQMD thresholds and its consistency with the most recent AQMP.

The SCAB is a nonattainment area for O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> under the NAAQS and/or CAAQS. The nonattainment status in the SCAB is the result of cumulative emissions from motor vehicles, off-road equipment, commercial and industrial facilities, and other emission sources. Projects that emit these pollutants or their precursors (e.g., VOC and NO<sub>x</sub> for O<sub>3</sub>,) potentially contribute to poor air quality.

Implementation of the proposed project would generate emissions of VOCs, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> associated with construction and increased vehicle traffic to and from the site as well as energy use during operation. However, as indicated in Table 3.3-4 (Estimated Maximum Daily Phase I and Phase II Construction Emissions) and Table 3.3-5 (Estimated Maximum Daily Build-Out Operational Emissions), the construction emissions from both phases of the proposed project and the combined operational emissions at build-out of the proposed project would not exceed SCAQMD significance thresholds. Furthermore, as discussed in Section 3.3(a), the total proposed project would not conflict with the SCAQMD 2012 AQMP, which addresses the cumulative emissions in the SCAB. Accordingly, the proposed project (both phases) would not result in a cumulatively considerable increase in emissions of nonattainment pollutants or their precursors (e.g., VOC and NO<sub>x</sub> for O<sub>3</sub>,). Thus, this impact would be **less than significant** during construction and operation. No mitigation is required.

*d) Would the project expose sensitive receptors to substantial pollutant concentrations?*

**Less Than Significant Impact.** Localized project impacts associated with construction and operational emissions of criteria pollutants and TACs are assessed below.

### **Localized Significance Thresholds (LST) Analysis**

The SCAQMD recommends evaluation of localized NO<sub>2</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions and associated construction-related impacts to sensitive receptors in the immediate vicinity of a project site. Such an evaluation is referred to as a localized significance threshold (LST) analysis. Sensitive receptors include residential land uses, schools, open space and parks, recreational facilities, hospitals, resident care facilities, daycare facilities, and other facilities that may house individuals with health conditions that would be affected by poor air quality. Construction of the proposed project would occur over two phases within multiple sites which are situated along Market Street. As such, the nearest off-site sensitive receptors to the construction activities of the proposed project during either Phase I or Phase II of construction would be multi-family residences located

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immediately east of sites 140 Market Street and 150 Market Street (approximately 22 feet) from the proposed project's construction area.

For project sites that are less than five acres in size, the SCAQMD Final Localized Significance Threshold Methodology (SCAQMD 2008a) includes lookup tables that can be used to determine the maximum allowable daily emissions that would satisfy the localized significance criteria (i.e., emissions would not cause an exceedance of the applicable concentration limits for NO<sub>2</sub>, CO, PM<sub>10</sub>, or PM<sub>2.5</sub>). The allowable emissions rates depend on the following parameters: source/receptor area within which the project is located, the size of the project site, and the distance between the project site and the nearest sensitive receptor. Because the SCAQMD does not provide lookup tables for 3.99 acres, the LST values for 3 and 5 acres within Source–Receptor Area 3 with a receptor distance of 25 meters (82 feet) (the shortest distance provided by the SCAQMD) were interpolated to generate LSTs for 3.99 acres. See Appendix B for details. The SCAQMD LST values for a 3.99-acre site within Source–Receptor Area (SRA) 3 (Southwest Coastal LA County) with a receptor distance of 25 meters were used.<sup>1</sup>

Construction activities associated with both phases of the proposed project would result in temporary sources of on-site fugitive dust and construction equipment emissions. Off-site emissions from vendor trucks, haul trucks, and worker vehicle trips are not included in the LST analysis because these emissions generated from construction activities will not occur within this closest receptor distance. The greatest on-site emissions of NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> generated during construction of Phase I and Phase II would occur during Phase I building construction.

The maximum daily on-site construction emissions generated by the proposed project, which are rounded to the nearest whole number, are presented in Table 3.3-6 (Localized Significance Thresholds Analysis for Phase I and Phase II Construction), and compared to the SCAQMD localized significance criteria for SRA 3 to determine if project-generated on-site construction emissions would result in potential impacts.

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<sup>1</sup> Although receptors would be about 22 feet from the proposed project boundary, the SCAQMD recommends that projects with boundaries closer than 25 meters to the nearest receptors should use the LSTs for receptors located at 25 meters (SCAQMD 2008a).



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**Table 3.3-6  
Localized Significance Thresholds Analysis for Phase I and Phase II Construction**

Pollutant	On-Site Project Construction Emissions (pounds per day)	LST Criteria (pounds per day)	Exceeds LST?
NO <sub>2</sub>	22.86	175	No
CO	16.25	1,517	No
PM <sub>10</sub>	1.46	13	No
PM <sub>2.5</sub>	1.40	7	No

Source: SCAQMD 2009.

Notes: lbs/day = pounds per day; NO<sub>2</sub> = nitrogen dioxide; CO = carbon monoxide; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter  
To determine the LST criteria for the project, the LSTs for a 3.99-acre site with sensitive receptors located within a 82-foot (25 meter) distance from construction activity were used. Maximum on-site emissions were estimated for Building Construction phase in the year 2017.

As shown in Table 3.3-6 (Localized Significance Thresholds Analysis for Phase I and Phase II Construction), construction activities for Phase I and Phase II would not generate emissions in excess of site-specific LSTs; therefore, site-specific construction impacts during both phases of the proposed project would be less than significant. In addition, diesel equipment would also be subject to the CARB Airborne Toxic Control Measure for in-use off-road diesel fleets, which would minimize diesel particulate matter emissions. Construction emissions during both phases of the proposed project are considered **less than significant** and would not result in health impacts as the emissions are temporary and health analyses are based on a 9, 30, and 70-year exposure period. No mitigation is required during construction of both phases of the proposed project.

Operation of the proposed project would not result in direct emissions (e.g., those from a point source such as boilers or engines). In addition, operation of the proposed project would not result in a substantial increase in diesel vehicles (e.g., delivery trucks) over existing baseline conditions. Thus, operation of both phases of the proposed project would not result in exposure to sensitive receptors in the vicinity of the project site. Impacts are **less than significant**. No mitigation is required for both phases of project operation.

### CO Hotspots

Traffic-congested roadways and intersections have the potential to generate localized high levels of CO. Localized areas where ambient concentrations exceed federal and/or state standards for CO are termed CO “hotspots.” CO transport is extremely limited and disperses rapidly with distance from the source. Under certain extreme meteorological conditions, however, CO concentrations near a congested roadway or intersection may reach unhealthy levels, affecting sensitive receptors such as residents, schoolchildren, hospital patients, and the elderly. Typically, high CO concentrations are associated with

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severely congested intersections operating at an unacceptable level of service (LOS; LOS E or worse is unacceptable). Projects contributing to adverse traffic impacts may result in the formation of a CO hotspot. Additional analysis of CO hotspot impacts would be conducted if a project would result in a significant impact or contribute to an adverse traffic impact at a signalized intersection that would potentially subject sensitive receptors to CO hotspots.

In general, the SCAQMD recommends that a quantitative CO hotspots analysis be performed for any intersections where the LOS worsens from C to D or for intersections that experience an increase in volume-to-capacity ratio of 2% or more as a result of a project for intersections rated LOS D or worse. Overall, the traffic analysis looked at 12 key intersections within the study area for six different scenarios including Existing (2016) Conditions, Existing (2016) Plus Project, Construction Year (2018) Conditions, Construction Year (2018) Plus Project, and Opening Year (2019) Conditions, and Opening Year (2019) Plus Project.

The results of analysis found that within the study area, five intersections are projected to operate at unacceptable LOS levels during peak hours with the proposed project. Of the five impacted intersections, the following intersections representative of each scenario were chosen for a qualitative CO hotspot analysis because the LOS would deteriorate from existing conditions, from LOS C to LOS D.

1. Intersection #10 – La Brea Avenue and Manchester Boulevard (Year 2016)
2. Intersection #10 – La Brea Avenue and Manchester Boulevard (Year 2018)
3. Intersection #10 – La Brea Avenue and Manchester Boulevard (Year 2019)

A site-specific CO hotspot analysis was performed for the intersections listed above. The potential impact of the proposed project on local CO levels was assessed at these intersections with the Caltrans CL4 interface, based on the California LINE Source Dispersion Model (CALINE4), which allows microscale CO concentrations to be estimated along each roadway corridor or near intersections (Caltrans 1998).

The modeling analysis was performed for worst-case wind angle, in which the model selects the wind angles that produce the highest CO concentrations at each of the receptors. The suburban land classification of 40 inches (100 centimeters) was used for the aerodynamic roughness coefficient, which determines the amount of local air turbulence that affects plume spreading. The at-grade option was used in the analysis; for at-grade sections, CALINE4 does not permit the plume to mix below ground level. The mixing zone, which is defined as the width of the roadway plus 10 feet (3 meters) on either side, was estimated for each

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roadway using Google Earth (2015). The calculations assume a mixing height of 3,280 feet (1,000 meters), a flat topographical condition between the source and the receptor (link height of 0 meters), and a meteorological condition of little to almost no wind (3.3 feet (1 meter) per second), consistent with EPA guidance. The emission factor represents the weighted average emission rate of the SCAQMD vehicle fleet expressed in grams per mile per vehicle. Consistent with the traffic report, emission factors for 2016 and 2019, representing the existing and opening year conditions with roadway connection traffic conditions, were predicted by EMFAC2014 and were used in the CALINE4 model.

Emission factors were based on a 10-mile-per-hour (mph) average speed for all of the intersections and temperatures of 17.9°F during the AM peak hour and 72.54°F during the PM peak hour and. The hourly traffic volume anticipated to travel on each link, in units of vehicles per hour, was based on the traffic report. Modeling assumptions are outlined in Appendix G.

Four locations at each intersection were modeled to determine CO ambient concentrations. A receptor was assumed on the sidewalk at each corner of the modeled intersections, for a total of four receptors adjacent to the intersection, to represent the possibility of extended outdoor exposure. As shown in Table 3.3-7 (CALINE4 Predicted CO Concentrations), CALINE4 Predicted CO Concentrations, CO concentrations were modeled at these locations to assess the maximum potential CO exposure that could occur in both the Existing (2016) Plus Project, Construction Year (2018) Plus Project, and Opening Year (2019) Plus Project scenarios.

**Table 3.3-7  
CALINE4 Predicted CO Concentrations**

Intersection	Maximum Modeled Project Conditions (ppm)*	
	1-hour	8-hour**
La Brea Avenue and Manchester Boulevard (Existing Plus Project Conditions 2016) PM Peak Hour	3.5	2.1
La Brea Avenue and Manchester Boulevard (Construction Year Plus Project Conditions 2018) PM Peak Hour	3.4	2.0
La Brea Avenue and Manchester Boulevard (Opening Year Plus Project Conditions 2019) PM Peak Hour	3.4	2.0

**Source:** Caltrans 1998 (CALINE4).

**Notes:** CO = carbon monoxide; ppm = parts per million.

Modeled concentrations reflect background 1-hour concentration of 3.1 ppm.

8-hour concentrations were obtained by multiplying the 1-hour concentration by a factor of 0.6, as referenced in Caltrans 1997, Table B.15.

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As shown in Table 3.3-7 (CALINE4 Predicted CO Concentrations), maximum CO concentrations predicted for the 1-hour would be below the state 1-hour CO standard of 20 ppm and maximum predicted 8-hour CO concentrations would be below the state CO standard of 9 ppm. Neither the 1-hour nor 8-hour state standard would be equaled or exceeded at any of the intersections studied. Accordingly, impacts for both phases of the proposed project would be **less than significant**. No mitigation is required.

### Toxic Air Contaminants

Toxic Air Contaminants (TACs) are defined as substances that may cause or contribute to an increase in deaths or in serious illness, or which may pose a present or potential hazard to human health. The nearest sensitive receptors to the project area are multi-family residences located approximately 22 feet from the boundary of sites 140 Market Street and 150 Market Street. Health effects from carcinogenic air toxics are usually described in terms of cancer risk. The SCAQMD recommends an incremental cancer risk threshold of 10 in 1 million. "Incremental cancer risk" is the net increased likelihood that a person continuously exposed to concentrations of TACs resulting from a project over a 9-, 30-, and 70-year exposure period will contract cancer based on the use of standard Office of Environmental Health Hazard Assessment risk-assessment methodology. In addition, some TACs have non-carcinogenic effects. The SCAQMD recommends a Hazard Index of one or more for acute (short-term) and chronic (long-term) effects.<sup>2</sup> TACs that would potentially be emitted during demolition and construction activities associated with proposed project development, are asbestos and diesel particulate matter.

The proposed project involves demolition activities, which could result in airborne entrainment of asbestos, particularly where structures built prior to 1980 (such as the demolition work at site 101 and of the 5,000 square foot building at site 125). These materials would be removed in accordance with regulatory requirements prior to demolition (pursuant to SCAQMD Rule 1403 – Asbestos Demolition and Removal), which establishes survey, notification, and work practice requirements to prevent asbestos emissions during building demolition. Therefore, asbestos would not be emitted to any substantial degree during demolition.

Diesel particulate matter emissions would be emitted from heavy equipment operations and heavy-duty trucks. Heavy-duty construction equipment is subject to a CARB

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<sup>2</sup> Non-cancer adverse health risks are measured against a hazard index, which is defined as the ratio of the predicted incremental exposure concentrations of the various non-carcinogens from the proposed project to published reference exposure levels that can cause adverse health effects.

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Airborne Toxics Control Measure for in-use diesel construction equipment to reduce diesel particulate emissions. The proposed project would not require the extensive use of such equipment, nor would the proposed project involve extensive use of diesel trucks. As described for the LST analysis, PM<sub>10</sub> (representative of diesel particulate matter) exposure would be minimal. According to the Office of Environmental Health Hazard Assessment, health risk assessments, which determine the exposure of sensitive receptors to toxic emissions, should be based on a 30-year exposure period for the maximally exposed individual resident; however, such assessments should be limited to the period/duration of activities associated with the project. Thus, the duration of the proposed construction activities would only constitute a small percentage of the total 30-year exposure period. The construction period for the proposed project would total approximately four years, after which construction-related TAC emissions would cease. The four-year construction duration represents 13% of the total 30-year exposure period. Due to this relatively short period of exposure and minimal particulate emissions on-site, TACs generated during construction would not be expected to result in concentrations causing significant health risks.

Operation of the proposed project would not result in any non-permitted direct emissions (e.g., those from a point source such as diesel generators) or result in a substantial increase in diesel vehicles (i.e., delivery trucks) over existing baseline conditions. In addition, the proposed project would not locate sensitive receptors in close vicinity to existing sources of substantial TACs. The CARB Air Quality and Land Use Handbook provides recommendations that will “help keep California’s children and other vulnerable populations out of harm’s way with respect to nearby sources of air pollution” (CARB 2005), including recommendations for distances between sensitive receptors and certain land uses. The recommendations which may be applicable to the proposed project are assessed as follows.

- Avoid siting new sensitive land uses within 500 feet of a freeway, urban roads carrying 100,000 vehicles per day, or rural roads carrying 50,000 vehicles per day.
- Avoid siting new sensitive land uses within 300 feet of a large gasoline station (defined as a facility with a throughput of 3.6 million gallons per year or greater). A 50-foot separation is recommended for typical gasoline-dispensing facilities.
- Avoid siting new sensitive land uses within 300 feet of any dry-cleaning operation using PCE. For operations with two or more machines, provide 500 feet. For operations with three or more machines, consult the local air district. Do not site new sensitive land uses in the same building with dry-cleaning operations that use PCE.

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The proposed project includes multi-family residential development at the D3 Site, which would be consistent with the CARB recommendations (listed above), and therefore, would not expose sensitive receptors to TACs.

Overall, neither phase of the proposed project would result in the exposure of TACs to sensitive receptors in the vicinity of the project site and impacts would be **less than significant** during construction and operation. No mitigation is required.

### **Health Impacts of Criteria Air Pollutants**

Construction of the proposed project would generate criteria air pollutant emissions; however, the proposed project would not exceed the SCAQMD mass-emission thresholds. The SCAB is a nonattainment area for O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> under the NAAQS and/or CAAQS.

VOCs and NO<sub>x</sub> are precursors to O<sub>3</sub>, for which the SCAB is designated as nonattainment with respect to the NAAQS and CAAQS. Thus, existing O<sub>3</sub> levels in the SCAB are at unhealthy levels during certain periods. The health effects associated with O<sub>3</sub> are generally associated with reduced lung function. The effect of a single project's emissions of O<sub>3</sub> precursor is speculative due to the lack of quantitative methods to assess this impact. Because the proposed project involves construction and operational activities that would not result in VOC or NO<sub>x</sub> emissions that would exceed the SCAQMD thresholds, the proposed project is not anticipated to substantially contribute to regional O<sub>3</sub> concentrations and the associated health impacts.

In addition to O<sub>3</sub>, NO<sub>x</sub> contributes to potential exceedances of the NAAQS and CAAQS for NO<sub>2</sub>. The existing ambient NO<sub>2</sub> concentrations are below the NAAQS and CAAQS. Therefore, construction and operational activities of the proposed project are not expected to result in exceedances of the NO<sub>2</sub> standards or contribute to the associated health effects, which are primarily associated with respiratory irritation. CO tends to be a localized impact associated with congested intersections. The associated CO hotspots were discussed previously as a less-than-significant impact. Thus, the proposed project's CO emissions would not contribute to the health effects associated with this pollutant.

According to the EPA, particulate matter contains microscopic solids or liquid droplets that are so small that they can get deep into the lungs and cause serious health problems. Numerous scientific studies have linked particulate matter exposure to a variety of problems, including premature death in people with heart or lung disease, nonfatal heart attacks, irregular heartbeat, aggravated asthma, decreased lung function, and increased respiratory symptoms, such as irritation of the airways, coughing or difficulty breathing

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(EPA 2014). As with O<sub>3</sub> and NO<sub>x</sub>, the proposed project would not generate emissions of PM<sub>10</sub> and PM<sub>2.5</sub> that would exceed the SCAQMD's thresholds. Accordingly, the proposed project's PM<sub>10</sub> and PM<sub>2.5</sub> emissions are not expected to cause any increase in related regional health effects for this pollutant.

In summary, neither phase of the proposed project would result in a potentially significant contribution to regional concentrations of non-attainment pollutants and neither phase would result in a significant contribution to the adverse health impacts associated with those pollutants. Impacts would be **less than significant** during construction and operation. No mitigation is required.

e) *Would the project create objectionable odors affecting a substantial number of people?*

**Less Than Significant Impact.** Odors can cause a variety of responses. The impact of an odor results from interacting factors such as frequency (how often), intensity (strength), duration (in time), offensiveness (unpleasantness), location, and sensory perception. Odor is typically a warning system that prevents animals and humans from consuming spoiled food or toxic materials. Odor-related symptoms reported in a number of studies include nervousness, headache, sleeplessness, fatigue, dizziness, nausea, loss of appetite, stomach ache, sinus congestion, eye irritation, nose irritation, runny nose, sore throat, cough, and asthma exacerbation.

The SCAQMD recommends that odor impacts be addressed in a qualitative manner. Such an analysis shall determine whether the proposed project would result in excessive nuisance odors, as defined under the California Code of Regulations and Section 41700 of the California Health and Safety Code, and thus would constitute a public nuisance related to air quality.

Potential odor sources associated with construction of the proposed project may result from equipment exhaust and the application of asphalt and architectural coatings during construction activities. Standard construction requirements would minimize odor impacts resulting from construction activity. It should be noted that any construction odor emissions generated would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction activity.

The SCAQMD has identified common land use types that are known to produce objectionable odors including wastewater treatment plants, landfills, composting operations, refineries, factories, and food and byproduct processing facilities. The proposed project includes development of multi-family residential and commercial uses which are not considered to be typical land uses associated with emitting objectionable odors. Odors

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generated from operation of the proposed project would include vehicle exhaust generated by residents and employees or customers traveling to and from the proposed project, through the periodic use of landscaping or maintenance equipment and from the temporary storage of typical solid waste (refuse) associated with the proposed project's (long-term operational) uses; however, these odors are not considered objectionable odors that would affect a substantial number of people. It is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. Additionally, the proposed project would include commercial kitchens as a component of the restaurant uses. The SCAQMD does not list kitchens as a typical source of odor in its guidance; however, restaurants can generate odor from cooking processes and waste disposal. Odors from operation of the coffee shop and restaurant would be dispersed through appropriate ventilation and fans in compliance with local and state regulations. The proposed project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with both phases of the proposed project construction and operations would be **less than significant**. No mitigation is required.

### References

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EPA. 2015. "Green Book – California Nonattainment/Maintenance Status for Each County by Year for All Criteria Pollutants". January 30, 2015. [https://www3.epa.gov/airquality/greenbk/anayo\\_ca.html](https://www3.epa.gov/airquality/greenbk/anayo_ca.html).

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SCAQMD (South Coast Air Quality Management District). 1993. "SCAQMD Air Quality Significance Thresholds." Originally published in CEQA Air Quality Handbook, Table A9-11-A.



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SCAQMD. 2008a. *Final Localized Significance Threshold Methodology*. Revised July 2008.

SCAQMD. 2013. *Final 2012 Air Quality Management Plan*. Revised February 2013.

SCAQMD. 2015. "SCAQMD Air Quality Significance Thresholds." March 2015.  
<http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2>.

### 3.4 Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 Wildlife or U.S. 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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"/>

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- a) *Would the project 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?*

**Less Than Significant Impact.** Under existing conditions, the project site is generally composed of sites that are vacant or that contain substantially vacant commercial buildings. The surrounding areas are fully developed with commercial and residential uses. As such, the project site is not expected to serve as suitable habitat for wildlife. The project site and project vicinity are highly urbanized with few natural areas that could support wildlife.

According to the California Natural Diversity Database (CNDDDB), there are six reported occurrences of special-status species within a one-quarter mile radius of the properties that compose the project site. Two of these species are identified in the CNDDDB as being extirpated from the area, and one is identified as being possibly extirpated. The three species identified in the CNDDDB that are presumed extant are the pocketed free-tailed bat (*Nyctinomops femorosaccus*), the Crotch bumble bee (*Bombus crotchii*), and the southern tarplant (*Centromadia parryi* ssp. *australis*). The majority of these occurrences were reported over 100 years ago, in the early 1900s. The exception is the occurrence of pocketed free-tailed bat, a California Department of Fish and Wildlife Species of Special Concern, reported in 1994 (CDFW 2016). The foraging and roosting habitat typically preferred by this species consists of rocky desert areas with high cliffs or rock outcrops (CDFW 2000). The project site is urbanized, with generally flat topography, and lacks this preferred habitat. As such, it is considered unlikely that the pocketed free-tailed bat utilizes the project site for roosting. Furthermore, based on the disturbed and developed condition of the project site and the relative lack of suitable habitat for wildlife, including that of the pocketed free-tailed bat, the potential for any known sensitive species to occur on the site is low, as the project site and the project vicinity are highly urbanized with few natural areas that could support wildlife. Furthermore, the majority of the reported occurrences are not current. For the reasons described above, the neither phase of the proposed project would have a substantial, adverse effect on special-status species, and impacts would be **less than significant** during both construction and operation. No mitigation is required.

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- b) *Would the project 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 U.S. Fish and Wildlife Service?*

**No Impact.** As described under item 3.4(a) above, the proposed project site is composed of properties that are vacant or that contain vacant commercial buildings. The surrounding areas are fully developed with commercial and residential uses. The vacant sites (D3, 139 Market Street, and 140/150 Market Street) are highly disturbed and support small amounts of low-growing vegetation when it rains (see Figure 1-5, Figure 1-6, and Figure 1-7 for photos of these vacant site during the rainy season). There are 31 trees at, and surrounding, the D3 Site comprised of the following species: Crape Myrtle, Ficus, Queen Palm, and Coral. All 31 trees would be removed, with the exception of four Queen Palm trees, upon implementation of the proposed project. The sites that contain vacant commercial buildings are entirely developed and do not support any natural vegetation. These street trees and the vegetation on the vacant sites are situated in a highly urban environment and do not constitute a sensitive natural community. There are no riparian habitat areas located on, or within the vicinity of, the project site (USFWS 2016). As such, **no impact** to riparian habitats or other sensitive natural communities would occur during construction and operation, as a result of implementing both phases of the proposed project.

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

**No Impact.** There are no wetlands located on or adjacent to the project site (USFWS 2016). As such, both phases of the proposed project would have **no impact** on federally protected wetlands during both construction and operation.

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

**Less Than Significant Impact with Mitigation Incorporated.** There are no wetlands or running waters within the project area, and therefore, the proposed project would have no potential to affect the movement of migratory fish. The project site is located within a developed, urbanized area and is therefore not part of a wildlife corridor. As described under item 3.4(a) above, the sites contain, and are bordered by, ornamental trees that

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would have the potential to provide nesting areas for migratory or nesting birds. Migratory or nesting birds that would have the potential to use the on-site trees or adjacent trees would be protected during both Phase I and Phase II of construction by compliance with mitigation measure **MM-BIO-1**. Upon implementation of **MM-BIO-1**, the proposed project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species, would not interfere substantially with established native resident or migratory wildlife corridors, and would not impede the use of native wildlife nursery sites. As such, impacts of implementing both phases of the proposed project would be **less than significant with mitigation incorporated** during both construction and operation. No further mitigation is required.

**MM-BIO-1** To prevent the disturbance of nesting native and/or migratory bird species, the City shall require that clearing of street trees or other vegetation must take place between September 1 and February 14, during both Phase I and Phase II of construction. If Phase I or Phase II construction is scheduled or ongoing during bird nesting season (February 15 to August 31), the City shall require that a qualified biologist conduct a nesting bird survey within 250 feet of the construction activity, no less than 14 days and no more than 30 days prior to the commencement of construction activities. Surveys shall be conducted in accordance with California Department of Fish and Wildlife protocols, as applicable. If no active nests are identified on or within 250 feet of the construction activity, no further mitigation is necessary. A copy of the pre-construction survey shall be submitted to the Planning Division. If an active nest is identified, construction shall be suspended in the area of the nest until the nesting cycle is complete, as determined by a qualified ornithologist or biologist.

- e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

**Less Than Significant Impact.** The City has a Tree Preservation Ordinance that is applicable to protected trees within the City. A protected tree is defined in Section 12-113 of the Inglewood Municipal Code and is considered to be a tree having a minimum trunk diameter of eight inches; street trees or other required trees; trees of certain native Californian species that have reached a diameter of four inches in trunk size; and trees that were placed as a replacement for a protected tree. In the event that the proposed project may result in the removal, relocation, destruction, disfiguring, cutting, or reshaping of protected trees, the applicant would be required under Section 12-116 of the Inglewood Municipal Code to obtain a permit prior to commencing such activities. This

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section of the Tree Preservation Ordinance requires that all removed or disfigured trees must be replaced with like-size, like-kind trees, an equal value tree, or replacement trees as determined by the City's Master Plan or the Parks, Recreation and Library Services Department. The replacement trees are required to be located on-site, wherever possible. In accordance with the Inglewood Municipal Code, the applicant would be required to file a Protected Tree Removal or Cutting Permit prior to the removal, relocation, or cutting of any protected trees, in the event that such activities are necessary for either Phase I or Phase II of the proposed project. In the event that any protected trees located on-site or adjacent to the project site would be retained, the branch and root structures would be protected by a substantial construction fence around the protected zone of each tree, and the tree(s) would receive routine maintenance during construction, pursuant to Section 12-119 of the Inglewood Municipal Code. Upon compliance with the provisions of the Tree Preservation Ordinance, as summarized above, neither phase of the proposed project would conflict with any local policies established to protect biological resources. Impacts would be **less than significant** during construction and operation, and no mitigation is required.

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

**No Impact.** The City has not designated any portions of the City as being within a habitat conservation plan (City of Inglewood 1997). Furthermore, the project area is not located within any of the regional conservation plans designated by the state (CDFW 2015). Therefore, neither phase of the proposed project would conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan, as none apply to the project site. **No impact** would occur during either construction or operation.

### References

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USFWS (United States Fish and Wildlife Service). 2016. National Wetlands Inventory, *Wetlands Mapper*, Search by Address. Accessed January 21, 2016. <http://www.fws.gov/wetlands/Data/Mapper.html>.

### 3.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### City of Inglewood History

Located on Rancho Aguaje de la Centinela is the Centinela Adobe which is considered the beginning of the present-day City of Inglewood. The Adobe was built in 1834 by Ygnacio Machado, son of one of the soldiers protecting the first settlers of Los Angeles on their way from Mexico. Following several owners and additions and two land grants, Rancho Aguaje de Centinela and Rancho Sausal Ranando were purchased by Sir Robert Burnett from Scotland, and later leased by and sold to Daniel Freeman from Canada.

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Freeman, who had been inspired by Charles Nordhoff's "California for Health, Pleasure and Residence: A Book for Travelers and Settlers," settled in Centinela Ranch, where he built an empire through dry farming, shipping millions of bushels of barley from his wharf at Playa del Rey.

In 1888, shortly after a railroad station was built in the area, Inglewood was carved out of the 25,000 acre Centinela Ranch. At the time, the new town had 300 residents and opened its first school in spring of that year, with 33 students. During the same year, F.B. Mitchell became appointed deputy county clerk and A.M. Rollins was sworn in as deputy sheriff. With agriculture as its main industry, Inglewood continued to grow until the nationwide economic crash of 1893. Later, in 1905, the City recovered from the crash by establishing a Poultry Colony in present-day North Inglewood. Additionally, the development of the street car line and the Inglewood Park Cemetery contributed to further development of the City (City of Inglewood 2016).

In 1908, the City with a population of 1,200 was incorporated. An earthquake that occurred in 1920 brought much attention to Inglewood. Following the earthquake, from 1920 to 1925, Inglewood experienced fast growth; people from other areas would come to see the damage done by the earthquake and would be charmed by the pleasant climate and stay in the City.

From the day of its incorporation until the 1920s, Inglewood was one of the fastest growing cities in America. Many residential properties were built during the City's first few decades. Inglewood's rapid growth is tied in with the oil and the aviation industries. Large oil reserves were located in the northern section of the City near present-day Baldwin Hills, between La Brea and La Cienega where the oil wells remain. Inglewood's close proximity to the Los Angeles Airport was also a factor in the City's early growth. Many of the early residents were employed by the nearby aviation companies such as Douglas Aircraft, Hughes, Northrop, Rockwell, as well as others that were located in Hawthorne, El Segundo, and Westchester (Sonksen 2014). The 'Air Age' began in 1927, when the City of Los Angeles leased the Bennett Ranch and converted it into Mines Field (present-day Los Angeles International Airport [LAX]). The first passenger plane was flown by Charles Lindbergh, with Will Rogers as a passenger. In 1928, National Air races were initiated, with Lindbergh as one of the flyers.

In 1932, after the Marathon Race of Olympics came through town and three Inglewood High School alumni were Olympic winners, Inglewood became known as the "City of Champions".

The City underwent more change and growth during and after World War II; the main industry shifted from agriculture to defense industries, which affected population growth by bringing industry workers and their families to the City. In 1954, after the U.S. Air Force established the Western Development Division, the National Space and Missile Systems program was undertaken in the old St. John's Catholic School (located on the corner of Manchester and Locust Avenues).

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The City continued to develop during the 1960s and 1970s; it contained two major hospitals (Centinela and Daniel Freeman), the Hollywood park racetrack, and the Forum (constructed in the late 1960s). Inglewood has since continued its growth and has developed other properties such as the City Hall, Civic Center complex, and multiple high-rise buildings that have shifted the image of the City to a more metropolitan area (City of Inglewood 2016).

### Impacts Analysis

- a) *Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

**Less Than Significant Impact with Mitigation Incorporated.** The existing buildings on the Market Street Sites were built between 1926 (125 Market Street) and 1929 (101 Market Street). For the purposes of CEQA, buildings over 45 years of age should be recorded and evaluated for historical significance in order to determine whether or not a project would result in a significant impact to historical resources. Under the proposed project, these buildings would be partially demolished. As such, the proposed project would have the potential to impact these buildings. The buildings at 125 and 101 Market Street were recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms (provided in Appendix C), respectively, and were evaluated for historical significance and architectural integrity by a qualified architectural historian who meets the Secretary of the Interior's Professional Qualification Standards.. As defined by the CEQA Guidelines (14 CCR 15000 et seq.), a "historical resource" is considered to be a resource that is listed in or eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historic Resources (CRHR), has been identified as significant in a historical resource survey, or is listed on a local register of historical resources.

A historical resource may be listed in the CRHR if it meets any of the following criteria:

1. It is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
2. It is associated with the lives of persons important in California's past.
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic value.
4. It has yielded or is likely to yield information important in prehistory or history.



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As a result of the property significance evaluations, the buildings at 125 Market Street and 101 Market Street were found not eligible for inclusion in the NRHP or the CRHR under any applicable evaluation criteria (Appendix C). Therefore, the existing buildings located at 101 Market Street and 125 Market Street are not considered historical resources under CEQA. As such, the proposed partial demolition of the buildings would not cause an adverse change in the significance of a historical resource as defined in California Code of Regulations Section 15064.5.

As part of the cultural resources study prepared for the proposed project, staff at the South Central Coastal Information Center (SCCIC) conducted a California Historical Resources Information System (CHRIS) records search on January 26, 2016, for the proposed project site and surrounding half-mile radius. The purpose of this records search is to identify other cultural resources studies that have been conducted in the project area, including any identified historic and/or archaeological resources (see item 3.5(b) for discussion of archaeological resources).

The SCCIC records indicate that 17 cultural resource investigations have been conducted within the half-mile search radius of the proposed project. Two of these studies (LA-02904 and LA-11973) overlap the project site itself. However, these two reports are general overviews covering extensive areas of Los Angeles County, and neither of the overviews specifically addresses intensive level investigations at the project site.

The SCCIC records search indicates that there are no previously recorded cultural resources within the project site. However, there are six previously recorded cultural resources within a half-mile of the project site. These consist of the following built environment resources:

- the Lundberg Works Progress Administration Transportation Mural (19-186693) on Manchester Boulevard (CRHR listed);
- the Inglewood Veterans Memorial Building (19-188002) at 330 W. Centinela Avenue (determined NRHP eligible);
- the Glass-Miller Investment Company Building (19-188843) at 336 E. Hillcrest Boulevard (found not eligible);
- the Inglewood Main Post Office (19-189454) at 300 E. Hillcrest Boulevard (status unknown);
- a commercial building (19-189809) at 724 E. Manchester Boulevard (found not eligible);
- and Fox Theatre Inglewood (19-190143) at 115 N. Market Street (NRHP listed).

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While most of these resources are located a considerable distance from the project site, the Fox Theatre Inglewood is directly adjacent to the project site; situated between the 101 and 125 Market Street buildings. This building is also listed in the NRHP.

Twenty-four additional unmapped historic built environment resources were identified in the Historic Resources Inventory. These resources are outside of the project area and all were found not eligible for the NRHP.

While there are no historical resources located within the project site boundaries, the NRHP-listed Fox Theater is located between the 101 and 125 Market Street buildings. Further, the Fox Theater appears to abut the south side of 125 Market Street and the north side of 101 Market Street. Due to the proximity of the buildings at 101 and 125 Market Street to the NRHP-listed Fox Theater building, and in consideration of the proposed partial demolition of these adjacent buildings, there is the potential for indirect impacts to occur to the Fox Theater building during construction of the proposed project. In consideration of this, the applicant will be required to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (the Standards, Weeks and Grimmer 1995).

As such, mitigation measure **MM-CUL-1** shall be implemented. Upon implementation of this mitigation measure, indirect impacts to historic resources (Fox Theater) would be reduced below a level of significance. As such, impacts to historic resources are **less than significant with mitigation incorporated**. No further mitigation is required.

**MM-CUL-1** To ensure that the Fox Theater is not impacted during demolition, grading and construction activities at 101 Market Street and 125 Market Street, the City of Inglewood Planning and Building Divisions shall ensure that the applicant implements the following measures in conformance with the *Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (the Standards, Weeks and Grimmer 1995):

- Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall retain the services of a qualified historic preservation consultant, at the approval of the City of Inglewood Planning and Building Divisions, to assist with the requirements of this mitigation measure.

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- Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall coordinate with the owner of the Fox Theater to document the existing conditions of the theater with the preparation of an existing conditions report. Documentation of existing conditions in the report shall take the form of written descriptions, color photographs and/or a videotape recording, as well as a survey of existing cracks and physical damage. Photographs to be included in the report shall show both the interior and exterior of the building, with close-up images of cracks, staining, indications of settlement, damage, and other fragile conditions. The crack survey, included as part of the existing conditions report, shall include a drawing of each wall, floor, and ceiling surface that has visible cracking/damage, with the location of cracks and other damage identified. The existing conditions report shall be submitted to the City of Inglewood Planning and Building Divisions for review and approval.

Based on the existing conditions established in the existing conditions report, the applicant shall develop a detailed Protection Plan for the Fox Theater, including protection of its structural integrity, character defining features, and interior design elements. The Protection Plan shall consider the effects of vibration, water, dust, fire, as well as the physical impacts caused by the use of heavy machinery and associated construction activities at 101 Market Street and 125 Market Street. A monitoring program shall be established as part of the Protection Plan, which includes daily monitoring of the Fox Theater to assess any physical impacts. The Protection Plan shall also include actionable check points that require a signature by the City of Inglewood Planning or Building Divisions. The Protection Plan shall be developed in conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (the Standards, Weeks and Grimmer 1995), and in consideration of the guidance provided in National Park Service Preservation Tech Notes "Temporary Protection Number 3: Protecting a Historic Structure During Adjacent Construction" (Randl 2001). The final Protection Plan shall be reviewed and approved by a qualified historic preservation consultant and the City of Inglewood Planning

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and Building Divisions, discussed in detail with the construction contractor, and attached to all construction/design plans.

- Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall coordinate with the owner of the Fox Theater and the City of Inglewood Planning and Building Divisions to discuss proposed demolition, grading and construction plans, proposed design plans, and how the applicant proposes to minimize the risk of damaging the Fox Theater during demolition, grading and construction activities.
- Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall have all proposed design plans for adjacent demolition, grading and construction reviewed by a qualified preservation consultant for compliance with the *Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*. The Fox Theater appears to have always shared its north and south walls with adjacent properties. This shall be considered in the proposed design if portions of the theater's walls will be exposed that were historically covered by adjacent properties.
- Prior to demolition, grading or construction activities, the applicant's construction contractor shall coordinate with the owner of the Fox Theater to monitor the structural condition of the theater on a daily basis during the demolition, grading, and construction phases of the proposed project. During the demolition, grading, and construction phases of the proposed project, daily monitoring of the Fox Theater structure shall occur in coordination with the City of Inglewood Planning and Building Divisions to ensure that new cracking and/or damage does not occur because of construction vibration or other physical impacts taking place at 101 Market Street and 125 Market Street.
- If cracking, damage and/or deterioration is observed at the Fox Theater structure during demolition, grading and/or construction activities at 101 Market Street and 125 Market Street, all demolition, grading and/or construction activities shall cease until the cracking, damage and/or deterioration is evaluated by a licensed structural engineer and the City of Inglewood Planning and Building Divisions. The licensed

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structural engineer shall determine what, if any, protective measures can be implemented to prevent irreparable damage to the Fox Theater, subject to approval by the City of Inglewood Planning and Building Divisions. If irreparable damage to the Fox Theater cannot be prevented, all demolition, grading and/or construction activities at the 101 Market Street and 125 Market Street sites shall cease until a revised or new Protection Plan (in conformance with the *Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*) is completed by a qualified historic preservation consultant and approved by the City of Inglewood Planning and Building Divisions.

- b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

**Less Than Significant Impact with Mitigation Incorporated.** As described under item 3.5(a), staff at the SCCIC conducted a CHRIS records search on January 26, 2016, for the proposed project site and surrounding half-mile radius. There are six previously recorded cultural resources within a half-mile of the project site; however, these resources consist of historic-era built environment resources (see item 3.5(a) for details regarding these resources). No prehistoric or historic-era archaeological resources were identified within a half mile of the project site in the records search.

As part of the process of identifying cultural resources within or near the project site, Dudek contacted the California Native American Heritage Commission (NAHC) to request a review of the Sacred Lands File on January 18, 2016. The NAHC emailed a response on January 26, 2016, and stated that the Sacred Lands File search did not indicate the presence of Native American cultural resources within the immediate project site. The NAHC also provided a contact list of Native American individuals and/or tribal organizations who may have knowledge of cultural resources in or near the project site. Dudek sent letters to each of the persons and entities on the contact list, requesting information about cultural sites and resources in or near the project site. To date, Dudek has received responses from the Gabrieleno Band of Mission Indians-Kizh Nation and the Soboba Band of Luiseno Indians (who referred the City to the Gabrieleno Band of Mission Indians-Kizh Nation); please refer to item 3.5(c) below for further discussion of this tribal consultation, as well as Appendix C for copies of the correspondence.

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An archaeological pedestrian survey was conducted at the project site, which focused on areas that were accessible for intensive survey. These areas consisted of the vacant open lots at the D3 Site and three vacant lots along Market Street (139 Market Street and 140/150 Market Street). The two remaining sites along Market Street (101 Market Street and 125 Market Street) are fully developed with no exposed ground surface. A diffuse scatter of refuse was observed throughout the D3 Site, including both modern and non-chronologically diagnostic items. The scatter does not appear to have a concentration point, which would indicate dumping. The non-diagnostic material generally consists of glass, concrete, brick, and metal debris. All non-diagnostic material identified cannot be ruled out as recent (having been deposited in the last 45 years), and is likely associated with structural debris related to the demolition that occurred between 1980 and 1994 of the previously extant historic-age commercial structures located on the D3 Site.

The survey at 139 Market Street resulted in the identification of two fragments of non-chronologically diagnostic material. The fragments include a portion of a white milk glass jar and an aqua-colored bottle glass shard. Both fragments were located along the southern perimeter of the site and are likely associated with the previously extant historic-age building located on the project site.

The remaining vacant lot along Market Street is located at 140/150 Market Street and is adjacent to three historic-age properties listed within the Historic Resources Inventory. These consist of 128 Market Street (built in 1930), 129 Market Street (built in 1933), and 134 Market Street (built in 1929). No artifacts or features were identified during the survey.

No other cultural resources aside from the historic-age buildings discussed under item 3.5(a) were identified as a result of the survey. However, the survey identified a diffuse scatter of chronologically non-diagnostic material throughout the D3 Site mixed with surface fill soil, and two non-diagnostic glass shards that may be greater than 50 years in age at the 139 Market Street Site. Based on available information, and in consideration of the early development history of the City and the abundance of extant and razed historic-era built environment features identified on the project site and within the surrounding area, the project site is considered to have a moderate-to-high potential for containing historic-era archaeological deposits. However, in consideration of the high level of disturbance presented by this extended history of development, there is a low potential to encounter intact prehistoric cultural deposits or features.

While no archaeological resources were identified as a result of the records search or NAHC Sacred Lands File search, there is a possibility of encountering previously undiscovered archaeological resources at subsurface levels during ground-disturbing

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activities associated with the proposed project. Implementation of mitigation measures **MM-CUL-2** and **MM-CUL-3** during both phases of the proposed project would ensure that potential impacts to archaeological resources during construction activities are reduced to a level below significance. Therefore, impacts would be **less than significant with mitigation incorporated** during construction. No further mitigation is required.

**MM-CUL-2** A qualified archaeologist and Native American monitor shall be present for all initial ground disturbing activities associated with the proposed project. The monitors shall be responsible for the identification of cultural resources that may be impacted by project activities. The monitors may stop ground disturbing activities in order to assess any discoveries in the field. Monitoring may be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The project archaeologist shall be responsible for determining the duration and frequency of monitoring.

**MM-CUL-3** In the event that archaeological resources (sites, features, or artifacts) are exposed during construction activities for the proposed project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending upon the significance of the find under CEQA (14 CCR 15064.5(f); PRC Section 21082), the archaeologist may exhaust the data potential of the find through the process of field-level recordation and allow work to continue. If the discovery proves significant under CEQA, additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted.

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

**Less Than Significant Impact with Mitigation Incorporated.** The proposed project is subject to compliance with Assembly Bill (AB) 52 (PRC 21074) which requires consideration of impacts to "tribal cultural resources" as part of the CEQA process, and requires the City to notify any groups (who have requested notification) of the proposed project who are traditionally or culturally affiliated with the geographic area of the project.

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To date, the City has received one AB 52 notification request from groups who are traditionally or culturally affiliated with the geographic area of the project (Appendix C). Andrew Salas, Chairman of the Gabrieleño Band of Mission Indians–Kizh Nation, requested formal notification of proposed projects on July 14, 2015.

The City sent formal notification of the proposed project to Mr. Salas on February 29, 2016, to identify whether the proposed project would impact Tribal Cultural Resources (TCRs) within, or in close proximity to, the project site (Appendix C). The City received a response from Mr. Salas on March 7, 2016, requesting consultation on the proposed project (Appendix C). Mr. Salas indicated that the proposed project is located within the highly sensitive ancestral territories of the Kizh (Kitc) Gabrieleño villages and that there is a possibility of encountering cultural resources during any future construction/excavation phases despite the developed nature of the project site. For this reason, the Gabrieleño Band of Mission Indians–Kizh Nation requested that approved Native American Monitor(s) be present during any and all future ground disturbance.

Consultation between the City and the Gabrieleño Band of Mission Indians–Kizh Nation is on-going (Appendix C). Implementation of **MM-CUL-3** during both phases of the proposed project will reduce impacts to TCRs to a level of **less than significant with mitigation incorporated** during construction. No further mitigation is required.

*d) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

**Less Than Significant Impact with Mitigation Incorporated.** The project site is located within sedimentary deposits of the Los Angeles Basin. The Los Angeles Basin, also referred to as the Coastal Plain of Los Angeles, is situated between the Santa Monica Mountains to the north, the Puente Hills and Whittier fault to the east, the Palos Verdes Peninsula and Pacific Ocean to the west, and the Santa Ana Mountains and San Joaquin Hills to the south. Formed during the early Miocene epoch, the central portion of the Los Angeles Basin contains a thick sequence of marine and alluvial sedimentary deposits ranging in age from the Late Miocene to the present. The entire project site is underlain by Quaternary older alluvium, according to published mapping by Dibblee and Minch (2007). These Pleistocene, or “Ice-Age” deposits are gray to light brown in color and consist of gravel, sand, silt, and clay sourced from alluvial fan deposits from the higher elevations northeast of the project (McLeod 2016; Dibblee and Minch 2007).

Past excavation and trenching activities in the area surrounding the project site have encountered paleontological resources. Previously discovered fossils in the area have



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been most frequently found in clays and silts as opposed to gravels. According to the records search results received from the Natural History Museum of Los Angeles County (LACM), the closest fossil locality to the project site within Quaternary alluvial deposits is located northeast of the intersection between Centinela Avenue and Florence Avenue (LACM 1170). A diverse assemblage discovered within late Pleistocene age sands yielded avian and megafaunal remains, including the following taxa: coot (*Fulica americana*), ground sloth (*Megalonyx jeffersoni*), mastodon (*Mammut americanum*), rodent (*Rodentia*), weasel (*Mustela frenata*), sabre-tooth cat (*Smilodon fatalis*), horse (*Equus*), peccary (*Platygonus*), camel (*Camelops hesternus*), pronghorn antelope (*Capromeryx minor*), deer (*Odocoileus hemionus*), and bison (*Bison antiquus*). Northeast of LACM 1170, additional vertebrate remains were recovered from Hyde Park, including both bison and camel remains from Pleistocene age deposits (LACM 3252). East of 8<sup>th</sup> Avenue, a mastodon (*Mammut*) specimen was recovered during sewer excavations (LACM 5888) (McLeod 2016).

West of the project site, in the vicinity of LAX, LACM 1180 yielded mammoth and extinct horse remains. Nearby locality LACM 4942 produced fossil bison remains. Localities LACM 1180 and 4942 were found at 13 feet and 16 feet below the ground surface (bgs), respectively. Additional Pleistocene remains were recovered from locality LACM 3789, including specimens referable to speckled sanddab, mammoth, and rodent. Deeper subsurface deposits north of the airport (LACM 7332), at 40 feet bgs, produced mammoth remains, with additional proboscidean remains recovered from locality LACM 3264 within the LAX footprint at a depth of 25 feet bgs (McLeod 2016).

However, no paleontological resources were identified within the project site as a result of the institutional records search or desktop geological review. Furthermore, the project site is located within an area that has been previously developed and is likely underlain by fill materials, at least in part. As such, the project site is not anticipated to be underlain by unique geologic features. While the project area has been heavily disturbed by urban development over the years, intact paleontological resources may be present below the original layer of fill material. Given the proximity of past fossil discoveries in the surrounding area and the underlying alluvial fan deposits, the project site is moderately to highly sensitive for supporting paleontological resources. In the event that intact paleontological resources are located on the project site, ground-disturbing activities associated with construction of the proposed project, such as grading during site preparation, have the potential to destroy a unique paleontological resource or site. Without mitigation, the potential damage to paleontological resources during construction would be a potentially significant impact. However, upon implementation of MM-CUL-

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4, impacts would be reduced to below a level of significance. Impacts during both phases of the proposed project are considered **less than significant with mitigation incorporated** during construction. No further mitigation is required.

**MM-CUL-4** Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Building Official, or designee. The qualified paleontologist shall attend the preconstruction meeting and be on-site during all rough grading and other significant ground-disturbing activities in depths greater than 10 feet below ground surface. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) (2010).

e) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

**Less Than Significant Impact with Mitigation Incorporated.** There is no indication that human remains are present within the boundaries of the project area. In the unlikely event that excavation activities during construction inadvertently discover buried human remains, implementation of **MM-CUL-5** would reduce potential impacts during both phases of the proposed project to a level considered **less than significant with mitigation incorporated** during construction. No further mitigation is required.

**MM-CUL-5** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are, or are believed to be, Native American, he or she shall notify the NAHC in Sacramento within 24 hours. In accordance with California Public Resources

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Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendent (MLD) from the deceased Native American. The MLD shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.

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**3.6 Geology and Soils**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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 (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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) *Would the project 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.*

**Less Than Significant Impact.** An Alquist-Priolo Earthquake Fault Zone extends along the western portion of the D3 Site, and then south along the western boundaries of the

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139, 125, and 101 Market Street Sites. The 140/150 Market Street Site is not located within this fault zone (Division of Mines and Geology 1986). Because the D3 Site is partially within an Alquist-Priolo Earthquake Fault Zone, the City commissioned an earthquake fault investigation and soils report for this site, which was conducted by Southwest Geotechnical Inc. (SGI) in October 2007 (*Preliminary Earthquake Fault Investigation and Soils Engineering Report*). SGI prepared addendum foundation design recommendations in November 2007 to address changes that were made in the project design. Also in November 2007, AMEC Earth and Environmental Inc. (AMEC) conducted a geotechnical review of SGI's *Preliminary Earthquake Fault Investigation and Soils Engineering Report*. The SGI report, the addendum foundation design recommendations, and the geotechnical review by AMEC are all contained in Appendix D of this IS/MND.

In August 2007, SGI conducted geologic explorations on the D3 Site, consisting of seven test holes excavated to a maximum depth of 9 feet and a 140-foot long seismic trench excavated to a maximum depth of 10 feet. The seismic trench extended from the western extent of the D3 Site to approximately 60 feet beyond the eastern limit of the Earthquake Fault Zone within the site. The purpose of the seismic trench was to evaluate the potential for ground rupture hazard. Within the earth materials exposed in the exploratory trench, SGI did not observe discernable features associated with recent faulting, such as displaced strata, shears, slickenside, or gouges. As such, SGI concluded that the potential for an adverse impact to occur at the D3 Site as a result of ground rupture along the trace of an active fault is considered negligible (Appendix D). The geotechnical review prepared by AMEC concluded that the geological conditions discussed in SGI's report and illustrated in their fault trench log are consistent with the observations made by AMEC during their visual examination of the trench excavation in September 2007 (Appendix D). As such, while the D3 site is located in part within an Alquist-Priolo Earthquake Fault Zone, there are no known earthquake faults within the project site, and the risk of adverse impact due to fault rupture at the D3 was determined to be negligible.

Based on the most recent Alquist-Priolo Earthquake Fault Zone Map prepared by the state, the Market Street Sites that extend along the west side of Market Street (i.e., 139, 125, and 101 Market Street) are located near the western border of the Alquist-Priolo Earthquake Fault Zone. No site-specific geotechnical studies have been performed at the Market Street Sites to date. Geotechnical investigations would be required for the Market Street Sites. These investigations would set forth design and construction recommendations for the buildings proposed at those sites and would determine the risk of geologic hazards. Additionally, project design and construction on the D3 Site and the

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Market Street Sites would be required to comply with all applicable geotechnical recommendations, as well as the California Building Code, which sets forth seismic design requirements. Compliance with the California Building Code, City Building and Safety review and approval, and compliance with applicable geotechnical recommendations would minimize risks to structures and people associated with a major earthquake event. Furthermore, risk of fault rupture on the portion of the project site that falls within an earthquake fault zone was determined to be negligible. For these reasons, impacts during both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

*ii) Strong seismic ground shaking?*

**Less Than Significant Impact.** As described above, the project site is located partially within, and adjacent to, an earthquake fault zone as mapped by the state. This earthquake fault zone is associated with the Newport-Inglewood Fault, which lies approximately 430 feet west of the project site. In addition to the Newport-Inglewood Fault, there are numerous other active fault systems within the greater Los Angeles region that can cause strong ground shaking at the project site (e.g., the Hollywood Fault Zone, the Sierra Madre Fault Zone, and the San Jacinto Fault Zone). A large earthquake on any of these faults—or a “blind” fault (which was the case for the 1994 Northridge Earthquake)—could expose the project site to strong seismic ground shaking. Appendix D contains seismic design recommendations for the D3 Site, which would minimize risks to structures and people associated with strong seismic ground shaking. However, the design of the proposed project at the D3 Site has been updated since the reports within Appendix D were prepared. Furthermore, these reports do not contain seismic or other geotechnical design recommendations for the proposed structures at the Market Street Sites. As such, an addendum may be required for the design and construction recommendations at the D3 Site, and geotechnical investigations and reports would be prepared for the Market Street Sites prior to issuance of building permits. Project design and construction on the D3 Site and the Market Street Sites would be required to comply with all applicable geotechnical recommendations, as well as the California Building Code, which sets forth seismic design requirements. Compliance with the California Building Code, City Building and Safety review and approval, and compliance with applicable geotechnical recommendations would minimize risks to structures and people associated with ground shaking. For these reasons, impacts under both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

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*iii) Seismic-related ground failure, including liquefaction?*

**Less Than Significant Impact.** The project site is not shown as being within an area subject to liquefaction as identified by the state (Division of Mines and Geology 1999). While adverse effects due to liquefaction are not anticipated to occur on the project site, required compliance with the California Building Code, City Building and Safety review and approval, and compliance with applicable geotechnical recommendations would minimize the adverse effects of liquefaction, in the event that it were to occur on the project site. For these reasons, impacts during both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

*iv) Landslides?*

**No Impact.** The project site's topography is characterized as essentially level to very gently inclined. The project site is not shown as being within an area subject to earthquake-induced landslides as identified by the state (Division of Mines and Geology 1999). Furthermore, there are no steep slopes within the project site or in the vicinity of the project site. As such, it is not anticipated that structures or people at the project site would be subject to substantial adverse effects associated with landslides. **No impact** would occur during both phases of the proposed project during construction and operation.

*b) Would the project result in substantial soil erosion or the loss of topsoil?*

**Less Than Significant Impact.** Construction of the proposed project would result in ground surface disruption during grading and excavation that could create the potential for erosion to occur. The construction contractor would be required to implement best management practices (BMPs) to minimize erosion. Because the proposed project would involve construction on an area greater than one acre, it would require compliance with the Storm Water Construction Activities General Permit, which requires the construction contractor to prepare and comply with a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan must include erosion control measures such as covering exposed soil stockpiles and working slopes, lining the perimeter of the construction site with sediment barriers, and protecting storm drain inlets. During operation, the project site would be covered with buildings, hardscape, and landscaping, which would preclude erosion. Adherence to existing regulations and implementation of standard construction practices during both phases of the project would ensure that soil erosion impacts are reduced to a **less than significant** level. No mitigation is required.

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- c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

**Less Than Significant Impact.** As described under items 3.6(a)(iii) and 3.6(a)(iv), the project site is not known to be susceptible to liquefaction or landslide hazards. Regarding the D3 Site, SGI conducted a study of the on-site soils to determine their characteristics, to identify potential safety hazards, and to provide recommendations for constructing the proposed project in a manner that would minimize soil-related hazards. Based on their site explorations, SGI found that the D3 Site contains undocumented artificial fill, residual soil, and older alluvium typical of the site's vicinity. The natural earth materials on the project site were found to be capped with a blanket of undocumented fill resulting from past use of the site. The thickness of the fill was observed as ranging between less than one foot up to approximately five feet. This artificial fill consists of medium to dark brown, damp, loose to moderately dense clayey silty sand containing occasional debris and brick fragments. The residual soil consists of the upper surface of the older alluvium that has undergone the process of in-situ soil horizon formation. The residual soil consists of medium to dark brown, damp, firm to stiff, porous clayey sandy silt to silty sand. The site is underlain by marine terrace and fluvial deposits of the Pleistocene geologic age, typical of the region. The older alluvium consists of light to medium brown and light olive gray, damp to moist, very dense to firm slightly porous, silty sand, sandy silt, and silty clay containing black organic residue and occasional iron-oxide stains. SGI found that the massive nature of the older alluvium is favorable for the gross stability of the project site. Groundwater was not encountered during the site excavations, and, due to the location of the project site outside of a state-mapped liquefaction zone, SGI determined that groundwater would not have an adverse impact on the project site. To determine whether soil collapse would have the potential to occur, SGI conducted a consolidation test of the on-site soils. The results of the test indicated that the soil has potential for hydro-consolidation. SGI also found that on-site soils could potentially be corrosive to ferrous metals and concrete. In conclusion, the existing near-surface soils at the D3 Site were found by SGI to be unsuitable. However, the existing alluvium at and below approximately five feet in depth was found suitable to support the foundation and new compacted fill. In accordance with the applicable geotechnical recommendations, all existing artificial fill, residual soil, and loose or disturbed material would be removed from the building area prior to placing new compacted fill on the project site. This would result in the removal of the potentially collapsible soils, thereby minimizing the potential for soil collapse to occur on the D3 Site. The recommendations also included design measures to reduce potential damage from soil corrosivity. An addendum to the original



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geotechnical reports for the D3 Site may be required to provide updated design and construction recommendations, since the project design has been updated subsequent to the preparation of the reports (Appendix D). Geotechnical investigations and reports would also be prepared for the Market Street Sites prior to issuance of building permits. As with the D3 Site, building design and construction at the Market Street Sites would be subject to applicable recommendations provided, based on the geotechnical and soils investigations for those sites. Additionally, the proposed project is required to be built in accordance with the California Building Code. While some geologic instability has been identified on portions of the project site, measures would be taken to ensure the stability of the proposed developments to the extent practicable. Impacts during both phases of the proposed would therefore be **less than significant** during construction and operation. No mitigation is required.

- d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

**Less Than Significant Impact.** Soil tests conducted for the D3 Site indicated a low expansion potential. Regarding the Market Street Sites, geotechnical investigations and reports would be prepared for these properties prior to issuance of building permits. The proposed project would be required to comply with applicable design and construction recommendations for foundations and slabs, which minimize the potential for the proposed project to be compromised by expansive soils. Furthermore, the proposed project would be designed to resist seismic forces in accordance with the criteria contained in the California Building Code. As such, impacts related to both phases of the proposed project being located on expansive soil creating substantial risk to life or property are considered to be **less than significant** during construction and operation. No mitigation is required.

- e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

**No Impact.** The proposed project would connect to the existing sewer system and would not involve other alternative wastewater disposal methods. Therefore, **no impact** is expected during operation of both phases of the proposed project.

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### References

Division of Mines and Geology. 1986. *Special Studies Zones – Inglewood Quadrangle*. [map.] 1:24,000. July 1, 1986. Accessed January 6, 2016. <http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps>.

Division of Mines and Geology. 1999. *Seismic Hazard Zones – Inglewood Quadrangle*. [map.] 1:24,000. March 25, 1999. Accessed January 6, 2016. <http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps>.

### 3.7 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>

#### The Greenhouse Effect and Greenhouse Gases

Climate change refers to any significant change in measures of climate, such as temperature, precipitation, or wind, lasting for an extended period (decades or longer). Gases that trap heat in the atmosphere are often called greenhouse gases (GHGs). The greenhouse effect traps heat in the troposphere through a threefold process: (1) short-wave radiation emitted by the Sun is absorbed by the Earth; (2) the Earth emits a portion of this energy in the form of long-wave radiation; and (3) GHGs in the upper atmosphere absorb this long-wave radiation and emit this long-wave radiation into space and back toward the Earth. This trapping of the long-wave (thermal) radiation emitted back toward the Earth is the underlying process of the greenhouse effect.

Principal GHGs include CO<sub>2</sub>, methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), O<sub>3</sub>, and water vapor (H<sub>2</sub>O). Some GHGs, such as CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O, occur naturally and are emitted to the atmosphere through natural processes and human activities. Of these gases, CO<sub>2</sub> and CH<sub>4</sub> are emitted in the greatest quantities from human activities. Emissions of CO<sub>2</sub> are largely byproducts of fossil-fuel combustion, whereas CH<sub>4</sub> results mostly from off-gassing associated with agricultural practices and landfills. Manmade GHGs, which have a much greater heat-absorption potential than CO<sub>2</sub>, include fluorinated gases, such as hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur

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hexafluoride (SF<sub>6</sub>), and nitrogen trifluoride (NF<sub>3</sub>), which are associated with certain industrial products and processes (CAT 2006).

The greenhouse effect is a natural process that contributes to regulating the Earth's temperature. Without it, the temperature of the Earth would be about 0° Fahrenheit (F) (-18° Celsius (C)) instead of its current 57°F (14°C). Global climate change concerns are focused on whether human activities are leading to an enhancement of the greenhouse effect.

The effect each GHG has on climate change is measured as a combination of the mass of its emissions and the potential of a gas or aerosol to trap heat in the atmosphere, known as its global warming potential (GWP). The GWP varies between GHGs; for example, the GWP of CH<sub>4</sub> is 21, and the GWP of N<sub>2</sub>O is 310. Total GHG emissions are expressed as a function of how much warming would be caused by the same mass of CO<sub>2</sub>. Thus, GHG gas emissions are typically measured in terms of pounds or tons of CO<sub>2</sub> equivalent (CO<sub>2</sub>E).<sup>3</sup>

### Cumulative Nature of Climate Change

Global climate change is a cumulative impact; a project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of GHGs. It is generally believed that an individual project is of insufficient magnitude by itself to influence climate change.

Thus, GHG impacts are recognized as exclusively as cumulative impacts. This approach is consistent with that recommended by the California Natural Resources Agency (CNRA), which noted in its Public Notice for the proposed CEQA amendments that the evidence before it indicates that in most cases, the impact of GHG emissions should be considered in the context of a cumulative impact, rather than a project-level impact (CNRA 2009a). Similarly, the Final Statement of Reasons for Regulatory Action on the CEQA Amendments confirm that an EIR or other environmental document must analyze the incremental contribution of a project to GHG levels and determine whether those emissions are cumulatively considerable (CNRA 2009b). Accordingly, further discussion of the proposed project's GHG emissions and their impact on global climate are addressed below.

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<sup>3</sup> The CO<sub>2</sub>E for a gas is derived by multiplying the mass of the gas by the associated GWP, such that metric tons of CO<sub>2</sub>E = (metric tons of a GHG) × (GWP of the GHG). CalEEMod assumes that the GWP for CH<sub>4</sub> is 21, which means that emissions of 1 metric ton of CH<sub>4</sub> are equivalent to emissions of 21 metric tons of CO<sub>2</sub>, and the GWP for N<sub>2</sub>O is 310, based on the Intergovernmental Panel on Climate Change (IPCC) Second Assessment Report. Although the IPCC has released subsequent Assessment Reports with updated GWPs, the use of the different GWPs will not substantially change the overall project GHG emissions, which are primarily CO<sub>2</sub>. As such, it is appropriate to use the hardwired GWP values in CalEEMod from the IPCC Second Assessment Report.

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There are currently no SCAQMD established thresholds for assessing whether the GHG emissions of a project in the SCAB, such as the proposed project, would be considered a cumulatively considerable contribution to global climate change. Neither the State of California, nor the SCAQMD, nor the City of Inglewood has adopted emission-based thresholds for GHG emissions applicable to the proposed project.

The Governor's Office of Planning and Research issued a technical advisory titled *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act Review*, which states that "public agencies are encouraged but not required to adopt thresholds of significance for environmental impacts. Even in the absence of clearly defined thresholds for GHG emissions, the law requires that such emissions from CEQA projects must be disclosed and mitigated to the extent feasible whenever the lead agency determines that the project contributes to a significant, cumulative climate change impact" (OPR 2008). Furthermore, the advisory document indicates that "in the absence of regulatory standards for GHG emissions or other scientific data to clearly define what constitutes a 'significant impact,' individual lead agencies may undertake a project-by-project analysis, consistent with available guidance and current CEQA practice" (OPR 2008). Such an approach is also consistent with CEQA's provisions regarding the analysis of GHG impacts (see CEQA Guidelines, Section 15064.4). Additionally, the state adopted Senate Bill 375 (SB 375) and Assembly Bill 32 (AB 32), which both provide guidelines and requirements relative to regional GHG emissions. These two statutes are summarized below.

**Senate Bill 375.** In August 2008, the state legislature passed SB 375, which addresses GHG emissions associated with transportation through regional transportation and sustainability plans. Regional GHG reduction targets for the automobile and light-truck sector for 2020 and 2035, as determined by CARB, are required to consider the emission reductions associated with vehicle emission standards, the composition of fuels, and other CARB-approved measures to reduce GHG emissions. Among other things, regional metropolitan planning organizations are responsible for preparing a Sustainable Communities Strategy (SCS) within each of their respective Regional Transportation Plans. The goal of the SCS is to establish a development plan for the region, which, after considering transportation measures and policies, will achieve, if feasible, the GHG reduction targets. If an SCS is unable to achieve the GHG reduction target, a metropolitan planning organization must prepare an alternative planning strategy demonstrating how the GHG reduction target would be achieved through alternative development patterns, infrastructure, or additional transportation measures or policies. On September 23, 2010, CARB adopted the SB 375 targets for the regional metropolitan planning organizations. The targets for the SCAG are an 8% reduction in emissions per capita by 2020 and a 13% reduction by 2035. SCAG prepared its Regional Transportation Plan/SCS, which was adopted by the SCAG Regional Council on April 4, 2012.

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The plan quantified a 9% reduction by 2020 and a 16% reduction by 2035 (SCAG 2013). On June 4, 2012, the CARB executive officer issued an executive order accepting SCAG's quantification of GHG reductions and the determination that implementation of the SCS would achieve the GHG emission reduction targets established by CARB.

**Assembly Bill 32.** AB 32 requires the state to reduce its GHG emissions to 1990 levels by 2020. CARB has been assigned to carry out and develop the programs and requirements necessary to achieve these goals. Under AB 32, CARB must adopt regulations requiring the reporting and verification of statewide GHG emissions. This program will be used to monitor and enforce compliance with the established standards. CARB is also required to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emission reductions. Finally, CARB is ultimately responsible for monitoring compliance and enforcing any rule, regulation, order, emission limitation, emission reduction measure, or market-based compliance mechanism that is adopted. The first action under AB 32 resulted in the adoption of a report listing early action GHG emission reduction measures in 2007. Examples of measures that were adopted include a low-carbon fuel standard and increased methane capture from landfills. Also in 2007, CARB adopted regulations requiring mandatory reporting of GHGs for large facilities that contribute substantially to GHG emissions, such as electricity generating facilities, electricity retail providers and power marketers, oil refineries, hydrogen plants, cement plants, cogeneration facilities, and other industrial sources that emit carbon dioxide (CO<sub>2</sub>) in excess of specified thresholds.

On December 11, 2008, CARB approved the Climate Change Proposed Scoping Plan: A Framework for Change (Scoping Plan; CARB 2008) to achieve the goals of AB 32. The Scoping Plan establishes an overall framework for the measures that will be adopted to reduce California's GHG emissions. The Scoping Plan evaluates opportunities for sector-specific reductions, integrates all CARB and Climate Action Team early actions and additional GHG reduction measures by both entities, identifies additional measures to be pursued as regulations, and outlines the role of a cap-and-trade program.

The First Update to the Climate Change Scoping Plan (Scoping Plan Update) was approved by CARB in May 2014. The Scoping Plan Update builds upon the initial Scoping Plan with new strategies and recommendations. The update identifies opportunities to leverage existing and new funds to further drive GHG emission reductions through strategic planning and targeted low carbon investments. The update defines CARB's climate change priorities for the next 5 years and sets the groundwork to reach California's long-term climate goals set forth in Executive Orders S-3-05 and B-16-2012. The update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the initial Scoping Plan. These efforts were pursued to achieve the near-term 2020 goal and have created a framework for ongoing climate action that can be built upon to maintain and continue economic sector-specific

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reductions beyond 2020, as required by AB 32. The Scoping Plan Update identifies key focus areas or sectors including energy, transportation, agriculture, water, waste management, natural and working lands, short-lived climate pollutants, green buildings, and the cap-and-trade program (CARB 2014b). The update also recommends that a statewide mid-term target and mid-term and long-term sector targets be established toward meeting the 2050 goal established by Executive Order S-3-05 to reduce California's GHG emissions to 80% below 1990 levels, although no specific recommendations are made.

### **Status of Proposed SCAQMD Thresholds**

The SCAQMD has not adopted recommended numeric CEQA significance thresholds for GHG emissions for lead agencies to use in assessing GHG impacts of residential and commercial development projects. In October 2008, SCAQMD presented to the Governing Board the Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold (SCAQMD 2008b). The guidance document was not adopted or approved by the Governing Board. This document explored various approaches for establishing a significance threshold for GHG emissions. Among the concepts discussed, the document considered a “de minimis,” or screening, threshold to “identify small projects that would not likely contribute to significant cumulative GHG impacts” (SCAQMD 2008b). As further explained in this document, “Projects with GHG emissions less than the screening level are considered to be small projects, that is, they would not likely be considered cumulatively considerable” (SCAQMD 2008b). The SCAQMD formed a GHG CEQA Significance Threshold Working Group to work with SCAQMD staff on developing GHG CEQA significance thresholds until statewide significance thresholds or guidelines are established. The SCAQMD proposed three tiers of compliance that may lead to a determination that impacts are less than significant, including the following:

1. Projects with GHGs within budgets set out in approved regional plans to be developed under the SB 375 process
2. Projects with GHG emissions that are below designated quantitative thresholds:
  - a. Industrial projects with an incremental GHG emissions increase that falls below (or is mitigated to be less than) 10,000 metric tons (MT) CO<sub>2</sub>E per year
  - b. Commercial and residential projects with an incremental GHG emissions increase that falls below (or is mitigated to be less than) 3,000 MT CO<sub>2</sub>E per year, provided that such projects also meet energy efficiency and water conservation performance targets that have yet to be developed
3. Projects that purchase GHG offsets that, either alone or in combination with one of the three tiers mentioned above, achieve the target significance screening level.

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From December 2008 to September 2010, the SCAQMD hosted working group meetings and revised the draft threshold proposal several times, although it did not officially provide these proposals in a subsequent document. The most recent working group meeting on September 28, 2010 (SCAQMD 2010), proposed two options lead agencies can select from to screen thresholds of significance for GHG emissions in residential and commercial projects, and proposes to expand the industrial threshold to other lead agency industrial projects. Option 1 proposes a threshold of 3,000 MT CO<sub>2</sub>E per year for all residential and commercial projects and Option 2 proposes a threshold value by land use type where the numeric threshold is 3,500 MT CO<sub>2</sub>E per year for residential projects, 1,400 MT CO<sub>2</sub>E per year for commercial projects, and 3,000 MT CO<sub>2</sub>E per year for mixed use projects (SCAQMD 2010). To determine whether the proposed project would have a significant impact with respect to the generation of greenhouse gas emissions, this analysis utilizes the SCAQMD's draft local agency tiered thresholds. The City has developed an Energy and Climate Action Plan (ECAP), which development projects are able to reference in order to tier and streamline the environmental review process.

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

**Less Than Significant Impact.** Development of both phases of the proposed project would result in short-term construction and long-term operational emissions of GHGs. Emissions presented in this section are for informational purposes.

### **Construction Impacts**

Construction of both phases of the proposed project would result in GHG emissions that are primarily associated with use of off-road construction equipment and on-road construction and worker vehicles. CalEEMod was used to calculate the annual GHG emissions based on the same construction assumptions used for the air quality analysis, as described in Section 3.3(b). The SCAQMD Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold recommends that “construction emissions be amortized over a 30-year project lifetime, so that GHG reduction measures will address construction GHG emissions as part of the operational GHG reduction strategies” (SCAQMD 2008b). Thus, the total construction GHG emissions were calculated, amortized over 30 years, and added to the total operational emissions for comparison with the GHG significance threshold of 3,000 MT CO<sub>2</sub>E. The determination of significance, therefore, is addressed in the operational emissions discussion below.

On-site sources of GHG emissions include off-road equipment, and off-site sources include hauling, including off-site disposal of soil, and vendor (delivery) trucks and

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worker vehicles. Table 3.7-1 (Estimated Construction GHG Emissions (measured in CO<sub>2</sub>E) – Proposed Project) presents estimated construction emissions for the proposed project from years 2017 to 2019.

**Table 3.7-1  
Estimated Construction GHG Emissions (measured in CO<sub>2</sub>E) – Proposed Project**

Year	MT CO <sub>2</sub>	MT CH <sub>4</sub>	MT N <sub>2</sub> O	MT CO <sub>2</sub> E
2017	695.13	0.12	0.00	697.45
2018	892.34	0.10	0.00	894.51
2019	275.30	0.02	0.00	275.67
<b>Total</b>	<b>1,862.77</b>	<b>0.24</b>	<b>0.00</b>	<b>1,867.63</b>

**Notes:** See Appendix B for detailed results.

MT = metric tons; CO<sub>2</sub> = carbon dioxide; CH<sub>4</sub> = methane; N<sub>2</sub>O = nitrous oxide; CO<sub>2</sub>E = carbon dioxide equivalent.

As shown in Table 3.7-1 (Estimated Construction GHG Emissions (measured in CO<sub>2</sub>E) – Proposed Project), the estimated total GHG emissions during both phases of the proposed project's construction would be approximately 1,868 MT CO<sub>2</sub>E. Amortized over 30 years, construction GHG emissions would be approximately 62 MT CO<sub>2</sub>E. Additional details regarding these calculations are provided in Appendix B.

### Operational GHG Emissions

Operation of the proposed project would result in GHG emissions from vehicular traffic, area sources (natural gas combustion, landscaping), electrical generation, water supply, and solid waste. Annual GHG emissions from these sources were estimated using CalEEMod. Annual electricity emissions were estimated using the emission factors for Southern California Edison, which would provide electricity for the proposed project.

The estimated operational GHG emissions from electricity usage, motor vehicles, solid waste generation, water consumption, and wastewater treatment associated with both phases of the proposed project were estimated, as shown in Table 3.7-2 (Estimated Annual Operational Greenhouse Gas Emissions). Operational factors are the default values applied in CalEEMod, except for the proposed project's trip generation and trip types (primary, diverted, and pass-by) which were calculated based on data obtained from the traffic study (Appendix B). Estimated amortized construction emissions of 62 MT CO<sub>2</sub>E per year over 30 years are added to the total operational emissions.



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**Table 3.7-2  
Estimated Annual Operational Greenhouse Gas Emissions**

Emission Source	MT CO <sub>2</sub>	MT CH <sub>4</sub>	MT N <sub>2</sub> O	MT CO <sub>2</sub> E
Area Sources (Landscaping, Consumer Products)	53.35	0.00	0.00	53.74
Energy (Electricity and Natural Gas)	1,370.09	0.006	0.02	1,377.39
Mobile Sources	4,059.37	0.15	0.00	4,062.57
Solid Waste	28.36	1.68	0.00	63.55
Water and Wastewater	104.53	0.61	0.02	127.86
<b>Combined Emissions</b>	<b>5,615.70</b>	<b>2.50</b>	<b>0.04</b>	<b>5,685.12</b>
<b>Emissions Plus Amortized Construction Emissions<sup>1</sup></b>	<b>5,747.37</b>			

Notes: See Appendix B for detailed results.

MT CO<sub>2</sub> – metric tons carbon dioxide; MT CH<sub>4</sub> – metric tons methane; MT N<sub>2</sub>O – metric tons nitrous oxide; MT CO<sub>2</sub>E – metric tons carbon dioxide equivalent

<sup>1</sup> Estimated project-generated construction emissions amortized over 30 years would be approximately 62 MT CO<sub>2</sub>E per year.

As shown in Table 3.7-2 (Estimated Annual Operational Greenhouse Gas Emissions), the estimated build-out of the project-generated GHG emissions during operational year 2020 would be approximately 5,747 MT CO<sub>2</sub>E per year as a result of proposed project operations, including amortized construction emissions. The proposed project benefits from its location near existing pedestrian infrastructure, transit, and proximity within downtown Inglewood. Specific measures incorporated into the modeling effort includes, the increase in diversity, improved destination accessibility, improved transit accessibility, an improved pedestrian network, compliance with Title 24 standards through reduction in energy use (25% reduction for residential development and 30% for nonresidential development), compliance with the state’s water conservation goal of 20%, and meeting the goals of AB 341, which mandates that 75% of waste is diverted from landfills by 2020. The measures listed below are represented in CalEEMod as mitigation measures; however, they are not considered mitigation for CEQA, as they are required by regulation or a result of the proposed project’s location.

The SCAQMD draft threshold tiered approach states that a project would not have significant GHG emissions if it were consistent with a qualifying local GHG reduction plan. The City of Inglewood adopted an ECAP in March 2013 in order to locally address issues of climate change. The ECAP establishes a GHG reduction target of 15% below 2005 emission levels by 2020 and an emissions reduction goal of 32.5% by 2035. The 2020 target places the City on a path to achieve a reduction of 80% below 1990 levels by 2050. The City’s reduction target of 15% amounts to a reduction of approximately 107,475 MT CO<sub>2</sub>E by 2020 compared to the business as usual forecast. In order for the City to achieve a goal of 32.5% percent by 2035, GHG emissions would need to be reduced by 265,919 MT CO<sub>2</sub>E. The City anticipates that through a combination of

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proposed federal, state, and city-level actions, a reduction of 130,942 MT CO<sub>2</sub>E per year from business-as-usual (BAU) in 2020. However, state-level actions including Pavley Clean Cars legislation, the Low Carbon Fuel Standard, the Renewable Portfolio Standard, and Title 24 would help reduce emissions by 121,139 MT CO<sub>2</sub>E per year by 2020 while local measures would help reduce by 9,803 MT CO<sub>2</sub>E. Furthermore, the City's ECAP includes six energy and GHG reduction strategies to address climate change. Each strategy utilizes state policies that will help the City move closer towards achieve its 2020 and 2035 reduction targets. The City's six strategies include lead by example, increase energy efficiency, support renewable energy generation, improve transportation options, reduce consumption and waste, and adapt to the potential impacts of climate change.

The ECAP establishes four primary compliance paths which projects may choose to adhere to including, ministerial and exempt projects, application of a combination of development standards, performance-based compliance, or payment of an in lieu fee (City of Inglewood 2013). This analysis utilizes the Climate-Ready Development Standards to demonstrate the proposed project's compliance with the ECAP. These measures are a point-based system, which were chosen because they have been demonstrated by various studies to directly reduce GHG emissions or support changes in activities that lead to GHG emissions reductions. Each standard has a point value associated to it that reflects its general effectiveness at reducing GHG emissions and has a qualifier, which identifies what type of project that may implement the standard. Applicants have discretion, which measures that they would want their project to comply with; however, for a project to be fully compliant with the goals of the ECAP; it is required that projects must meet a cumulated total of 20 points.

Table 3.7-3 (Proposed Project Consistency with ECAP), presents which development standards the proposed project would satisfy. The proposed project meets the 20-point requirement; therefore, GHG impacts for both phases of the proposed project during construction and operation would be **less than significant**. No mitigation is required.

**Table 3.7-3  
Proposed Project Consistency with ECAP**

ECAP Development Standard	Point Value
Provide preferred parking for low-emitting and fuel efficient vehicles for 5% of the total vehicle parking capacity or provide electric vehicle recharging stations for 3% of the total vehicle parking capacity.	3
Hire a third-party commissioning agent to conduct a commissioning audit of the building and verify the building mechanical systems were installed and operate correctly.	3
If a new development is within ½ mile of a transit stop and requires off-street parking, parking must be unbundled from the rental or for-sale cost.	2

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**Table 3.7-3  
Proposed Project Consistency with ECAP**

ECAP Development Standard	Point Value
If a façade faces a street or sidewalk, 30% or greater of its continuous length shall not be blank (without windows and doors). Walls with public art installations such as murals may be exempted.	2
Provide at least one secure, enclosed bicycle storage space, separate and independent from the required automobile parking areas, per occupant for a percentage of the planned occupancy and no less than one space per unit. For provision of spaces for 15% of planned occupancy, 1 point.	1
Provide visitor bicycle racks on-site with at least one bicycle space per 10,000 square feet of new-nonretail space or 5,000 square feet of retail space but not fewer than four bicycle spaces per building or 1 space per business (whichever is greater).	2
Minimize the number of driveway cuts that intersect with sidewalks and other pedestrian walkways.	1
Locate the majority entry points to new buildings within a ¼ mile of a transit stop.	1
Use only high efficiency lighting.	1
Utilize artificial turf in place of grass.	1
Use of efficient irrigation systems and weather-based irrigation controllers.	1
Provide at least one of the following sidewalk amenities like benches, trash receptacles, drinking fountains, and/or public art in new mixed-use and multifamily, for every 50 feet of sidewalk frontage.	1
Locate all new off-street surface parking lots at the side or rear of buildings, leaving building frontages facing streets free of surface parking lots.	1
<b>Proposed Project Total Points</b>	<b>20</b>

Source: City of Inglewood 2013.

**b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?***

**Less-than-Significant Impact.** The Climate Change Scoping Plan, approved by CARB on December 12, 2008, provides a framework for actions to reduce California’s GHG emissions and requires CARB and other state agencies to adopt regulations and other initiatives to reduce GHGs. As such, the Scoping Plan is not directly applicable to specific projects. Moreover, the Final Statement of Reasons for the amendments to the CEQA Guidelines reiterates the statement in the Initial Statement of Reasons that “[t]he Scoping Plan may not be appropriate for use in determining the significance of individual projects because it is conceptual at this stage and relies on the future development of regulations to implement the strategies identified in the Scoping Plan” (CNRA 2009b). Under the Scoping Plan, however, there are several state regulatory measures aimed at the identification and reduction of GHG emissions. CARB and other state agencies have adopted many of the measures identified in the Scoping Plan. Most of these measures focus on area source emissions (e.g., energy usage, high-GWP GHGs in consumer products) and changes to the vehicle fleet (hybrid, electric, and more fuel-efficient vehicles) and associated fuels (e.g., LCFS), among others. While state regulatory measures would

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ultimately reduce GHG emissions associated with the proposed project through their effect on these sources, no statewide plan, policy, or regulation would be specifically applicable to reductions in GHG emissions from the proposed project.

SCAG's 2012 RTP/SCS is a regional growth-management strategy that targets per capita GHG reduction from passenger vehicles and light-duty trucks in the Southern California region. The 2012 RTP/SCS incorporates local land-use projections and circulation networks in city and county general plans. The RTP/SCS is not directly applicable to the proposed project because the underlying purpose of the RTP/SCS is to provide direction and guidance by making the best transportation and land use choices for future development, though proposed project would support the goals and policies of the RTP/SCS. Additionally, the development of the project site would support the overarching intent of the RTP/SCS by avoiding sprawling development and through incorporation of energy efficient features such as landscaping and irrigation.

Furthermore, as previously discussed in Section 3.7(a), both phases of the proposed project would demonstrate compliance with the City's ECAP through incorporating various development standards and meeting their 20-point requirement. Therefore, both phases of the proposed project would not conflict with other applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions, and the cumulative impact for both phases of the proposed project would be **less than significant**. No mitigation is required.

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### 3.8 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 that 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 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 result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
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 checked="" type="checkbox"/>	<input type="checkbox"/>

**a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

**Less Than Significant Impact.** Relatively small amounts of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents would be utilized during construction of the proposed project. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose during both Phase I and Phase II construction would not pose a significant risk to the public or environment. Once construction is complete, construction-related fuels and other petroleum products would no longer remain on-site.

Hazardous materials that could be used once the proposed project is constructed would include chemical reagents, solvents, fuels, paints, cleansers, pesticides, fertilizers, pool

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chemicals, and miscellaneous organics and inorganics that are used as part of building and grounds maintenance, as well as vehicle maintenance. The project applicant would be required to comply with all federal, state, and local laws regulating the management, use, storage, and transportation of hazardous materials. Specifically regarding household hazardous materials associated with the proposed residential development, the Sanitation Districts of Los Angeles County operates a Household Hazardous and Electronic Waste Program that facilitates safe disposal of household hazardous wastes such as motor oil, paint, florescent light bulbs, batteries, etc. The program includes one-day events hosted in cities throughout Los Angeles County, several Solvents/Automotive/Flammables/Electronics Collection Centers situated throughout Los Angeles County, and two permanent household hazardous waste collection centers (one in Palmdale and another in Signal Hill) (LACSD 2016). Through compliance with local, state, and federal regulations, implementation of both phases of the proposed project would not create a significant hazard to the public or to the environment through the routine transport, use, or disposal of hazardous materials. Impacts are considered **less than significant** during construction and operation. No mitigation is required.

- b) *Would the project 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?*

**Less Than Significant Impact with Mitigation Incorporated.** Project construction activities may involve the use of hazardous materials. These materials may include fuels, oils, mechanical fluids, and other chemicals used during construction. Transportation, storage, use, and disposal of hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. Compliance would ensure that human health and the environment are not exposed to hazardous materials. In addition, the project applicant would be required to implement a Stormwater Pollution Prevention Plan during construction activities to prevent contaminated runoff from leaving the project site. Additionally, construction activities such as excavation and/or demolition during both phases would have the potential to release hazardous materials present in soils or existing buildings.

While the D3 Site is currently vacant, it was previously occupied by an automotive repair shop, automotive body shop, tire service, automotive sales, and a dry cleaner. Two 500-gallon underground storage tanks (USTs) associated with automotive activities were formerly located on the project site. One tank, formerly located near the western site boundary, was removed by the City of Inglewood in 1996. Soil testing conducted in 2004, in the area of the former UST, indicated no impacts to the soil. Closure was granted

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by the Los Angeles County Department of Public Works (LACDPW) for this UST on March 3, 2005. A waste-oil tank, located near the southwest corner of the D3 Site, was removed under LACDPW oversight in 1991. Closure was granted by LACDPW for this UST on November 24, 1994. Additionally, former in-ground hydraulic lifts were located at the D3 Site. Multiple subsurface assessments were conducted under LACDPW oversight in 1993 and 1994 to assess impacts from these former hydraulic lifts. Data from the assessments were used to create a Remedial Action Plan (RAP), which estimated a total of 910 tons of soil impacted by total petroleum hydrocarbons (TPH) with concentrations greater than 1,000 milligrams per kilogram.

A Phase I Environmental Site Assessment was conducted for the D3 Site in 2013 by E2 ManageTech, Inc. The assessment found no record of any remediation of the impacted soil. As such, a Phase II Environment Site Assessment was subsequently conducted by California Environmental in March 2016 to assess whether releases of petroleum hydrocarbons and solvents occurred at the D3 Site and to assess whether a vapor intrusion condition exists associated with either on-site or off-site releases of petroleum hydrocarbons and solvents. The Phase I Environmental Assessment and Phase II Environmental Assessment are included in Appendix E. Soil-gas sampling was implemented on-site on January 28, 2016, under the direction of California Environmental. The soil gas testing found low concentrations of benzene and trichloroethene (TCE) in soil gas. Benzene, which is a chemical found in TPH, was attributed to the auto repair activities that previously occurred on the site. However, TPH was only detected in one soil sample, and the concentration fell below the California Department of Toxic Substances Control (DTSC) screening value for oil range hydrocarbons on a commercial property. The remaining samples were below method-reporting limits for petroleum hydrocarbons. Regarding TCE, the updated recommended residential indoor air concentration for TCE, as determined by DTSC, is 0.48 micrograms per cubic meter. Based on the soil gas concentrations found on the site, multiplied by an indoor air attenuation factor, the predicted indoor air concentration falls below the DTSC recommendation. As such, California Environmental determined that a vapor intrusion hazard for future at-grade residential structures is not present at the D3 Site (Appendix E).

While concentrations of TPH in the soil at the D3 Site was found to be low, there is the potential that during construction activities, unanticipated contaminated soil may be encountered at the project site. In the unlikely event that such soils were encountered, the contaminated soils would be assessed, removed, and disposed of in accordance with applicable local, state, and federal regulations for proper treatment of contaminated soils. Compliance with such regulations would minimize the likelihood of a release of hazardous materials into the environment.



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Regarding the Market Street Sites, the Phase I Environmental Site Assessment that was conducted for those properties did not identify any presence or likely presence of hazardous substances or petroleum products that indicated an existing release of hazardous materials, a past release, or a threat of release on those properties (Appendix E). As such, it is unlikely that construction of the proposed project at these sites would result in the release of hazardous materials attributable to contamination of the sites. However, two of the Market Street Sites (125 Market Street and 101 Market Street) contain existing structures that would be partially demolished under Phase II of the proposed project. Demolition of these existing structures would have the potential to release hazardous building materials such as asbestos containing materials (ACM) and/or lead-based paints (LBP) into the environment. In the event that this were to occur, the ACM and/or LBP that is removed would have the potential to pose a hazard to the workers, the public, and the environment. However, implementation of **MM-HAZ-1** would reduce potential impacts involving ACM and LBP to a level below significance. (**MM-HAZ-1** would apply to Phase II only.)

Operation of the proposed residential and commercial uses would not involve large quantities of hazardous materials. Small quantities of materials that are not considered acutely hazardous would likely be used on site, including cleaning solvents (i.e., degreasers, paint thinners, and aerosol propellants), paints (both latex- and oil-based), acids and bases (which are included in many cleaners), disinfectants, chlorine (pool), pesticides, and fertilizers. These substances would be stored in secure areas and would comply with all applicable storage, handling, usage, and disposal requirements. The potential risks posed by the use and storage of these hazardous materials are primarily limited to the immediate vicinity of the materials. As discussed under item 3.8(a) above, residents would be able to dispose of hazardous wastes using the Sanitation Districts of Los Angeles County Household Hazardous and Electronic Waste Program, which facilitates safe disposal of household hazardous wastes. Based on the small quantities of hazardous materials that would be used during operation of the proposed residential and commercial land uses, as well as compliance with federal, state, and local health and safety requirements, it is unlikely that construction or operation of the proposed project would release substantial amounts of hazardous materials into the environment that pose a threat to human health or the environment. As such, impacts for both phases of the proposed project are **less than significant with mitigation incorporated** under construction and operation, to address potential impacts involving ACMs and LBP. No further mitigation is required.

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**MM-HAZ-1** Prior to demolition during Phase II construction, the existing buildings shall be inspected by a qualified environmental specialist for the presence of hazardous building materials including asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCB) and mercury. If hazardous building materials are detected, abatement and removal of these materials shall be conducted in accordance with applicable federal, state, and local guidelines as follows:

- In the event that ACM and LBP are found on the site, notice shall be provided to the South Coast Air Quality Management District (SCAQMD), and any demolition activities likely to disturb ACM and LBP shall be carried out by a contractor trained and qualified to conduct lead- or asbestos-related construction work in conformance with SCAQMD, CalOSHA, and other applicable requirements. If found, ACM and LBP shall be disposed of at an appropriately permitted facility.
- If PCB, mercury, and/or other hazardous building materials found on the site, these materials shall be managed in accordance with the Metallic Discards Act of 1991 (California Public Resources Code, Sections 42160-42185) and other state and federal guidelines and regulations. Demolition plans and contract specifications shall incorporate any necessary abatement measures in compliance with the Metallic Discards Act, particularly Section 42175, Materials Requiring Special Handling, for the removal of mercury switches, PCB-containing ballasts, and refrigerants.

c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

**Less Than Significant Impact.** There are several schools within one-quarter mile of the proposed project site. George W. Crozier Middle School is located approximately 0.16 mile west of the project site, at 120 West Regent Street. Inglewood High School is located 0.19 mile southwest of the project site, at 231 South Grevillea Avenue. The Slauson Learning Center is located 0.12 mile east of the project site, at 260 North Locust Street (California Department of Education 2014).

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Project construction activities may involve the use of hazardous materials. These materials may include fuels, oils, mechanical fluids, and other chemicals used during construction. Demolition of the existing buildings at 125 Market Street and 101 Market Street would potentially require removal and disposal of hazardous building materials such as ACM and LBP. Transportation, storage, use, and disposal of such hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. Compliance with regulatory requirements and implementation of MM-HAZ-1 would ensure that children, teachers, staff, and visitors at the nearby schools are not exposed to hazardous materials.

During operation, small quantities of hazardous materials would be used on-site, associated with standard operations of residential and commercial land uses. There are federal, state, and local laws in place that regulate the handling of hazardous materials. Through compliance with local, state, and federal regulations, it is unlikely that implementation of either phase of the proposed project would result in the emission of hazardous materials, substances, or wastes that would pose a threat to nearby schools. As such, impacts are **less than significant** during construction and operation. No mitigation is required.

- d) *Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

**Less Than Significant Impact.** A database search for sites listed on various federal and state databases on the project site and within the project vicinity was obtained from EDR, Inc. during the Phase I Site Assessment conducted by E2 ManageTech. Because this database search is over one year old (October 2012), a second database search was conducted on March 25, 2016, to ensure that no new sites within the project area were added to regulatory databases between 2012 and the date of this IS/MND. The results of both the 2012 database search and the 2016 database search are contained in Appendix E.

As shown in both the 2012 and 2016 database searches, the D3 Site is listed on several regulatory databases for hazardous materials, in association with its previous use for automobile businesses. The Market Street Sites are not listed on regulatory databases. The listings that apply to the D3 Site are as follows:

- **Resource Conservation and Recovery Act - Small Quantity Generator (RCRA-SQG).** This list is EPA's comprehensive information system, providing access to data supporting the RCRA of 1976 and the Hazardous and Solid Waste Amendments of 1984. The database includes selective information on sites which

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generate, transport, store, treat and/or dispose of hazardous waste as defined by the RCRA. Small quantity generators (SQGs) generate between 100 kilograms and 1,000 kilograms of hazardous waste per month. The listing is associated with a former occupant (Buffington Motors) on the southwest portion of the D3 Site. Buffington Motors is listed as being registered as an RCRA-SQG as of November 19, 1985. The inclusion of Buffington Motors on this database indicates that this business generated small quantities of hazardous waste. No violations have been reported for the dealership. The D3 Site is now vacant, and therefore, does not currently support any automotive businesses. As such, no impacts to the project are anticipated in association with this listing.

- Underground/Aboveground Storage Tanks List.** This listing is associated with former storage tanks used at the former Jim Lynch Cadillac automotive businesses, located on the southwest portion of the D3 Site. The facility is listed as closed, and no violations have been reported. As discussed under item 3.8(b) above, soil gas sampling has been conducted on the D3 Site to determine whether any impacts would occur associated with the former automotive uses located at the project site. As described under item 3.8(b), no adverse impacts were identified. As such, no impacts to the project are anticipated in association with this listing.

In addition to the D3 Site, several sites of concern are located within the immediate vicinity of the project site. Properties that are not adjoining the project site are not anticipated to impact the project site significantly. Table 3.8-1 (Database Search Results) lists these sites, their locations, and the databases on which they are listed. For the purposes of this analysis, only sites on databases pertaining to leaks and spills are listed in Table 3.8-1 (Database Search Results). Other sites in the area store and/or generate hazardous wastes; however, these sites are not expected to present a hazardous condition on the project site.

**Table 3.8-1  
Database Search Results**

Business/Facility Name	Location	Distance	Database Listing
Fujita Corporation	230 La Brea Avenue	80 feet north of D3 Site	LUST; completed – case closed
MTA (Metro)	317 East Florence Avenue	0.1 mile northeast of D3 Site	LUST; open – site assessment

Source: Appendix E.

Notes: LUST = Leaking Underground Storage Tank Lists

SLIC = Spills, Leaks, Investigations, and Cleanups database

As shown in Table 3.8-1 (Database Search Results), a business across the street from the D3 Site is listed on the LUST database. This property was listed as having a “Completed

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– Case Closed” status as of September 10, 2003. Based on its case closed status, it is unlikely that the release at 230 La Brea Avenue has had an adverse environmental impact on the project site, as stated in the Phase I Environmental Assessment. The MTA listing that occurred at 317 East Florence Avenue is being overseen by the Los Angeles RWQCB. A Soil and Water Investigation Workplan was prepared in November 2015. Studies of the soil conditions at this site are currently being undertaken by Metro (Appendix E). Metro will be required by the Los Angeles RWQCB to implement a corrective action plan and to conduct verification monitoring. As such, this spill is currently being addressed, and is therefore, not anticipated to adversely affect conditions at the project site. Furthermore, this site is located across Florence Avenue from the D3 Site, and is therefore, not directly adjoining the project site. As characterized under item 3.8(b) above, the project site is located in an area where previous automobile and other industrial uses were located. While unlikely, contaminated soil could be encountered at the project site, as stated in item 3.8(b). In the unlikely event that such soils were to be encountered, it would be tested, removed, and disposed of in accordance with applicable local, state, and federal regulations for proper treatment of contaminated soils. Compliance with such regulations would minimize the likelihood of a release of hazardous materials into the environment. As substantiated above and in Appendix E, the regulatory database listings for the project site and adjacent properties are not anticipated to result in a significant hazard to the public or to the environment. Impacts of both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

- 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?*

**Less Than Significant Impact.** The proposed project is not located within an airport land use plan (County of Los Angeles 2003). The project site is located approximately three miles east-northeast of Los Angeles International Airport (LAX) (Caltrans 2012). The project site is not located in or near any of the runway clear zones, or on the approach/departure path of any of its active runways (County of Los Angeles 2003). The City as a whole is located within proximity to LAX, and risk of airplane crash in the City is ranked as a medium hazard in the City’s Multi-Hazard Mitigation Plan (City of Inglewood 2010). As such, the City (including the proposed project) is potentially subject to airport-related safety hazards.

To the extent practicable, airport safety measures are implemented as required by the City of Los Angeles, and the City of Inglewood also has provisions for airport safety in its

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Multi-Hazard Mitigation Plan. The City coordinates and is assigned responsibility under the Los Angeles County and Los Angeles International Airport Terrorism Plans (City of Inglewood 2010). Additionally, the City's General Plan Safety Element sets forth measures to decrease the probability of an air disaster and to minimize the adverse effects of an air crash, if it should occur (City of Inglewood 1995). However, as stated in the Safety Element, air safety originates with mechanical inspections of aircraft by public and private entities and the professional operation of aircraft by airlines. These activities are not within the City's control. However, existing regulations and City efforts decrease the likelihood of airport-related hazards in the City.

The proposed development itself would comply with all height requirements and noticing requirements of the Federal Aviation Administration (FAA) and, therefore, would not introduce an airport safety hazard to the area. As stated in Advisory Circular 70/7460-1L, structures of 499 feet above ground level or height are identified as an airspace obstruction, and structures that are 200 feet or higher may be subject to marking and/or lighting requirements. The tallest structure proposed for the project site is 85 feet in height (at the D3 Site). As such, the proposed project would not cause an airspace obstruction or be subject to marking and/or lighting requirements. However, due to the proximity of the project site to LAX, the proposed project would have the potential to affect the assurance of navigation signal reception. As such, the applicant will be required to file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) either 45 days prior to construction or 45 days prior to obtaining a construction permit for the project, whichever is earliest (14 CFR Part 77.9). The FAA would then conduct a review of the proposed structure to determine whether there is a hazard to air navigation and would formally notify the applicant of its findings. The FAA notification process is a matter of law and is binding on the applicant. The proposed project would fall below FAA height requirements and would also comply with applicable notification requirements. Due to the ongoing multi-jurisdictional efforts to minimize airport hazards and due to required compliance with FAA regulations regarding heights and notification processes, development of residential and commercial uses at the project site would not introduce a substantial new airport safety hazard for people residing or working in the project area. Impacts during both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

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- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** No private airstrips have been identified in the vicinity of the project site. As such, **no impact** would occur during both phases of the proposed project, relative to private airport-related safety hazards during construction and operation.

- g) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

**Less Than Significant Impact.** The City adopted a Multi-Hazard Mitigation Plan in 2010, which was developed to lessen the vulnerability of the City's infrastructure and residents to future hazard events. The four goals of this plan are to (1) minimize loss of life and property from natural and man-made hazard events, (2) protect public health and safety, (3) increase public awareness of risk from natural and man-made hazards, and (4) enhance emergency services including warning systems. The plan sets forth 44 measures to help the City meet these goals. One of the measures pertains to the project: 6.1.1 – Ensure all new development all new development and redevelopment is sited and constructed in accordance with the General Plan and zoning ordinances (City of Inglewood 2010). The proposed project would require rezoning of the D3 Site from C-1 to SD to allow for a greater residential density. However, this rezoning is part of the proposed project. As such, upon approval of the proposed project, the project would be consistent with the zoning ordinance. Furthermore, the reason for the rezone (i.e., to increase allowable residential density) would not cause impairment or interference with emergency response or evacuation. As described in Section 3.13, the increase in residential population that would be caused by the project is not substantial and, therefore, would not have a significant effect on emergency response or evacuation efforts. As such, neither phase of the proposed project would interfere with the goals and measures of the Multi-Hazard Mitigation Plan. The implementation of this plan would proceed in the same manner with or without the proposed project.

During construction and operation, access to all local roads would be maintained, ensuring that emergency vehicles and evacuation routes would not be obstructed. Emergency procedures or design features required by City, state, or federal regulations would be implemented as appropriate during construction and/or operation. Furthermore, additional traffic generated by both phases of the proposed project during construction and operation would not significantly impact emergency vehicle response times. The drivers of emergency vehicles normally have a variety of options for avoiding traffic, such as using their sirens to clear a path of travel or driving in the lanes of opposing

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traffic, such that emergency vehicle response times are not typically impacted by minor increases in non-emergency vehicle traffic, such as the traffic that would be generated by the proposed project (see Section 3.16 of this IS/MND). For the reasons described above, impacts involving implementation of, or physical interference with, an adopted emergency response plan or emergency evacuation plan during both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

- h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

**Less Than Significant Impact.** The proposed project site is located within an urban setting, surrounded by commercial and residential development. As shown on “Map 7” in the Multi-Hazard Mitigation Plan, there are no designated wildfire hazard areas within the City (City of Inglewood 2010). The nearest designated wildfire hazard areas shown on this map are at the Baldwin Hills (two miles north of the project site) and the Ballona Wetlands (approximately four miles west of the project site). These two areas are separated from the project site by dense urban development. In the unlikely event of a fire emergency at the project site due to wildland fires, the Los Angeles County Fire Department (LACFD) would provide fire protection services. Due to the distance between the project site and wildlands, as well as the availability of fire protection services in the area, implementation of both phases of the proposed project is not likely to expose people or structures to a significant risk of loss, injury, or death involving wildland fires. Impacts are **less than significant** during construction and operation. No mitigation is required.

### References

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LACSD (Sanitation Districts of Los Angeles County). 2016. Household Hazards and Electronic Waste Program. Webpage. Accessed March 23, 2016. [http://www.lacsd.org/solidwaste/swfacilities/recyclecontact/hhw\\_e\\_waste/](http://www.lacsd.org/solidwaste/swfacilities/recyclecontact/hhw_e_waste/).

### 3.9 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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"/>
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"/>

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Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 checked="" type="checkbox"/>	<input type="checkbox"/>

**a) *Would the project violate any water quality standards or waste discharge requirements?***

**Less Than Significant Impact.** Short-term construction activities for the proposed project would have some potential to affect the quality of stormwater discharged from the project site. Land disturbance activities could result in erosion and sedimentation, and spills or leaks of petroleum products used by construction equipment could also adversely affect the quality of stormwater. Because construction of the proposed project would require land disturbance greater than one acre, compliance with the General Construction Activity Stormwater Permit (Construction General Permit, Order 2009-0009-DWQ) that is issued by the SWRCB would be required. The applicant and/or its contractor would be required to follow the conditions outlined in the Construction General Permit. One of the conditions of the permit is the development and implementation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan would identify which structural and nonstructural BMPs would be implemented, such as sandbag barriers, dust controls, perimeter controls, drain inlet protection, proper construction site housekeeping practices, and construction worker training. Compliance with the Construction General Permit and the associated Stormwater Pollution Prevention Plan prepared for the project site would result in less than significant impacts to water quality during construction. Additionally, the City has local regulations for construction stormwater management, as codified in Section 10-200 of the Inglewood Municipal Code (Stormwater Management and Discharge Control Ordinance). Specifically, Section 10-207(A) of this ordinance requires dischargers associated with construction activities to comply with all requirements of the stormwater permit issued for the activity (in this case, the Construction General Permit). Proof of compliance with the applicable permit(s) may be required prior to the issuance of any grading, building, or occupancy permits, as determined by the City. Section 10-207(B) of this ordinance prohibits non-stormwater discharges to the Municipal Separate Storm Sewer System (MS4) that are in violation of any applicable permit or the provisions of the City's Stormwater Management and Discharge Control

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Ordinance. Section 10-207(C) requires dischargers associated with construction activities to implement effective BMPs, including source control BMPs. Section 10-207, therefore, ensures compliance with the Construction General Permit and implementation of effective BMPs during construction. It also allows the City to verify compliance with the Construction General Permit, during both phases of construction.

During operation, the first few hours of moderate to heavy rainfall in a storm event would typically wash a majority of pollutants from the paved areas to storm drains before eventually being discharged into larger bodies of water. The majority of pollutants entering the storm drain system in this manner are dust and petroleum products (e.g., motor oil, gasoline, diesel fuel); however, certain metals, along with nutrients and pesticides from landscaped areas, can also be present in stormwater runoff. Between periods of rainfall, surface pollutants tend to accumulate, and runoff from the first significant storm of the year (“first flush”) will likely have the largest concentration of pollutants. The proposed redevelopment of the project site would ensure that the latest adopted performance standards related to retention and treatment of site runoff are integrated into the proposed project.

In order to prevent the contribution of typical pollutants to stormwater runoff associated with commercial land uses, the proposed project would be designed in compliance with: (1) Section 402(p) of the Clean Water Act, which generally mandates that MS4 discharges to surface waters be regulated by a National Pollutant Discharge Elimination System (NPDES) permit; and (2) Los Angeles Regional Water Quality Control Board (Los Angeles RWQCB) Order No. R4-2012-0175, which regulates the MS4 discharges within the coastal watersheds of Los Angeles County (hereafter referred to as the “MS4 Permit”).

As a permittee subject to the MS4 Permit, the City is responsible for ensuring that all new development and redevelopment projects comply with the performance criteria contained in the permit. To comply with the current MS4 Permit, the City established requirements for construction activities and facility operations of development and redevelopment projects that lessen the water quality impacts of development by using smart growth practices, low impact development (LID) practices, and standards for stormwater pollution mitigation through means of infiltration, evapotranspiration, biofiltration, and rainfall harvest and use. These requirements are set forth in Section 10-208 of the Stormwater Management and Discharge Control Ordinance. As stated in Section 10-208(E)(3), new development and redevelopment projects must comply with the Municipal NPDES Permit and be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use, in accordance with the requirements set forth

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in the MS4 Permit and the City's LID Standards Manual. The project applicant is required to prepare a Stormwater Mitigation Plan to implement LID standards and practices for stormwater pollution mitigation. The Stormwater Mitigation Plan must contain documentation to demonstrate compliance with the MS4 Permit on the plans and permit application submitted to the City. The Stormwater Mitigation Plan must also demonstrate that the project would retain stormwater runoff on-site for the "Stormwater Quality Design Volume," which is equivalent to the greater of 1) the 85th percentile, 24-hour rain event, or 2) the 0.75-inch, 24-hour rain event. If compliance with this retention requirement is technically infeasible, partially or fully, infeasibility must be demonstrated by the applicant, and the remaining stormwater must be biofiltered. For any runoff that cannot be retained or biofiltered on site, the runoff must be treated on site to reduce pollutant loading. Compliance with Section 10-208 of the Stormwater Management and Discharge Control Ordinance would reduce the volume of stormwater runoff discharged into the City's storm drain system and would ensure that any discharge is filtered and/or treated in accordance with applicable regulations.

Compliance with the terms and conditions of the Construction General Permit and the MS4 permit is required by state law, and the applicant and/or its contractor would also be required to further address water quality impacts in compliance with the City regulations described above. Required compliance with state and local regulations reduces impacts of both phases of the proposed project to **less than significant** during construction and operation. No mitigation is required.

- b) *Would the project 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 (i.e., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?*

**Less Than Significant Impact.** The proposed project would not deplete or substantially interfere with the local groundwater table because no groundwater wells are proposed and because the proposed project would not substantially interfere with groundwater recharge. The proposed project would connect to municipal water service provided by the City. The City obtains its water from City-owned wells, which is then treated and blended with water purchased from the West Basin Municipal Water District through Metropolitan Water District of Southern California pipe connections. Water from the City's four groundwater wells is filtered and disinfected at the City's Sanford M. Anderson Water Treatment Plant (City of Inglewood 2016). The City is located within the West Coast Groundwater Basin (West Basin). West Basin is a large groundwater basin and extractions from the basin are

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under the jurisdiction of the West Basin Watermaster. The West Basin Watermaster maintains the basin for the benefit of all parties. The City has annual adjudicated water rights to produce from the basin (it has approximately 7% of the pumping rights) (City of Inglewood 2012). As such, the City is limited in their groundwater extractions by the water rights assigned by the West Basin Watermaster.

Because the project site is composed of current vacant properties and vacant commercial structures, the proposed project would increase the water demand of the project site relative to existing conditions. However, the project site would be redeveloped in compliance with the California Green Building Code (which implements water efficiency standards for appliances and fixtures) and would constitute a minor portion of the total groundwater supplies managed by the City. Additionally, the City would continue to be limited in its pumping activities by the West Basin Watermaster, which maintains the basin. For these reasons, the indirect impact of both phases of the project's water demand on groundwater supplies would be **less than significant** during construction and operation. No mitigation is required.

- c) *Would the project 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?*

**Less Than Significant Impact.** No streams, rivers, wetlands, or other waterbodies are located on, or within the vicinity of, the project site. As such, the proposed project would not result in the alteration of the course of a stream or river. However, construction of Phase I and Phase II of the proposed project would result in ground surface disruption during grading and excavation that could create the potential for erosion to occur. The construction contractor would be required to implement BMPs to minimize erosion, in accordance with the Construction General Permit described under item 3.9(a).

During operation, the project site would be covered with buildings, hardscape, and landscaping, which would preclude on-site erosion and siltation. Any long-term changes in drainage patterns that would occur as a result of the proposed project would be limited to minor, highly localized changes. For example, the construction of a mixed-use building on the D3 Site, which is currently vacant except for a small surface parking lot, could alter the direction or behavior of stormwater runoff on the site and in the immediate area. However, the project site as a whole would maintain the general drainage pattern as it currently exists, since the project site would remain generally level and urbanized. Furthermore, pursuant to Section 10-208 of the City's Stormwater Management and Discharge Control Ordinance, the project applicant would be required to prepare and

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comply with a Stormwater Mitigation Plan. This plan would help reduce stormwater runoff from the project site, thereby reducing the potential for off-site erosion and siltation. Due to the developed, urbanized nature of the project area and required compliance with existing regulations, any minor alterations to the existing drainage pattern of the project site during both phases would result in a **less than significant impact** relative to erosion or siltation on or off the project site during construction and operation. No mitigation is required.

- d) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

**Less Than Significant Impact.** No streams, rivers, wetlands, or other waterbodies are located on, or within the vicinity of, the project site. As such, the proposed project would not result in the alteration of the course of a stream or river. However, construction of Phase I and Phase II of the proposed project would result in ground surface disruption during grading and excavation that could create the potential for erosion to occur. The construction contractor would be required to implement BMPs to minimize erosion, in accordance with the Construction General Permit described under item 3.9(a).

During operation, the project site would be covered with buildings, hardscape, and landscaping, which would preclude on-site erosion and siltation. Any long-term changes in drainage patterns that would occur as a result of the proposed project would be limited to minor, highly localized changes. For example, the construction of a mixed-use building on the D3 Site, which is currently vacant except for a small surface parking lot, could alter the direction or behavior of stormwater runoff in the immediate area. However, the project site as a whole would maintain the general drainage pattern as it currently exists, as the project site would remain generally level and urbanized. Furthermore, pursuant to Section 10-208 of the City's Stormwater Management and Discharge Control Ordinance, the project applicant would be required to prepare and comply with a Stormwater Mitigation Plan. This plan would help reduce stormwater runoff from the project site, thereby reducing the potential for off-site erosion and siltation. Due to the developed nature of the project site and required compliance with existing regulations, any minor alterations to the existing drainage pattern of the project site under both phases would result in a **less than significant impact** relative to erosion or siltation on or off the project site during construction and operation. No mitigation is required.

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- e) *Would the project 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?*

**Less Than Significant Impact.** During construction of the proposed project, drainage patterns and runoff quantities on the project site may be temporarily altered. Compliance with a project-specific Stormwater Pollution Prevention Plan, and specifically the use of runoff-control devices, would ensure that runoff quantities are controlled to avoid overwhelming the existing stormwater drainage system. Furthermore, the Stormwater Pollution Prevention Plan would contain project-specific BMPs ensuring that any runoff directed to the existing storm drain system is properly filtered to preconstruction water quality levels. These standard construction control procedures would ensure that a **less-than-significant impact** would occur during both phases of construction. No mitigation is required.

Under existing conditions, two of the properties proposed to be redeveloped are currently occupied by commercial structures and are fully developed with no exposed ground surface (125 Market Street and 101 Market Street). Three of the sites are currently vacant but have been developed with commercial structures in the past (D3 Site, 139 Market Street, and 140/150 Market Street). As such, the proposed project would involve redevelopment of sites that are currently developed and/or urban infill of currently vacant lots. These activities are not anticipated to substantially alter the amount of runoff water from the project site, as the sites would remain relatively flat and urbanized. Furthermore, pursuant to Section 10-208 of the City's Stormwater Management and Discharge Control Ordinance, the project applicant would be required to prepare and comply with a Stormwater Mitigation Plan. This plan would ensure that stormwater is retained on the project site to the extent feasible and that any effects to stormwater quality are minimized. Due to the minor changes in drainage patterns that are proposed, as well as compliance with applicable stormwater regulations, both phases of the proposed project would result in a **less than significant impact** to the stormwater drainage system and to stormwater quality during operation. No mitigation is required.

- f) *Would the project otherwise substantially degrade water quality?*

**Less Than Significant Impact.** No other potential impacts on water quality would occur outside of those discussed under items 3.9(a) through 3.9(e), above. Therefore, impacts to water quality would be **less than significant** under both phases of the proposed project during construction and operation. No mitigation is required.

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- g) *Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

**No Impact.** While the proposed project includes development of housing, it is not located within a 100-year flood hazard area (DWR 2016). Therefore, **no impact** would occur under both phases of the proposed project during construction and operation.

- h) *Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

**No Impact.** The project site is not located within a 100-year flood hazard area (DWR 2016). As such, the proposed project would not place structures within a 100-year flood hazard area, and **no impact** would occur under both phases of the proposed project during construction and operation.

- i) *Would the project 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?*

**Less Than Significant Impact.** As stated under item 3.9(h), the project site is not located within a 100-year flood zone or plain. As described in the City's Multi-Hazard Mitigation Plan, dam failure and winter storm flooding are considered a low or insignificant hazard in the City. Engineering studies of dams in the area indicate that a breach in any given Los Angeles County dam is not expected to inundate the City. Map 2 in the Multi-Hazard Mitigation Plan shows the inundation zone for dams in Los Angeles County, as provided by the California Emergency Management Agency. This map does not show any inundation areas that overlap the City. While flooding due to storms could occur occasionally in the City, this hazard was determined to have little or no consequence to property or human life in the City (City of Inglewood 2010). For these reasons, the project site is not anticipated to be subject to significant risk due to flooding, including flooding as a result of dam or levee failure. For these reasons, impacts under both phases of the proposed project involving flooding hazards would **less than significant** during construction and operation. No mitigation is required.

- j) *Inundation by seiche, tsunami, or mudflow?*

**Less Than Significant Impact.** Seiches are earthquake-induced waves in enclosed bodies of water, such as lakes or reservoirs. As described under item 3.9(i), the City is not within the inundation area of any dams; as such, it is unlikely that waves at reservoirs would reach the project site.



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A tsunami is a sea wave generated by an underwater seismic disturbance, such as sudden faulting or landslide activity. As shown on Map 6 in the City's Multi-Hazard Mitigation Plan, the City is not located within a tsunami inundation zone. As such, it is unlikely that impacts related to tsunami hazards would occur on the project site.

Mudflow is a response to heavy rainfall in steep terrain (made more likely in recent burn areas). Because the project site is flat lying and is located in a highly urbanized area, it is not expected to be subject to mudslides. For the reasons described above, impacts resulting from inundation by seiche, tsunami, or mudflow under both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

### References

City of Inglewood. 2010. *City of Inglewood Multi-Hazard Mitigation Plan*. Prepared by I.T. Crisis Services, Inc. March 23, 2010.

City of Inglewood. 2012. *Negative Declaration of Environmental Impacts*. Draft. Well No. 7. Prepared by City of Inglewood Public Works Department. July 30, 2012. Accessed March 24, 2016. [www.cityofinglewood.org/depts/pw/divisions/water\\_works/water\\_management.asp](http://www.cityofinglewood.org/depts/pw/divisions/water_works/water_management.asp).

City of Inglewood. 2016. Water Resources Division. Webpage. Accessed March 24, 2016. [www.cityofinglewood.org/depts/pw/divisions/water\\_works/default.asp](http://www.cityofinglewood.org/depts/pw/divisions/water_works/default.asp).

DWR (Department of Water Resources). 2016. *Best Available Maps*. Accessed March 25, 2016. <http://gis.bam.water.ca.gov/bam/>.

### 3.10 Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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"/>

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a) *Would the project physically divide an established community?*

**Less Than Significant Impact.** The proposed project would involve the redevelopment of two existing commercial properties and the infill development of three currently vacant, undeveloped properties. The proposed project is situated in a fully urbanized area and is surrounded on all sides by commercial development, with the exception of a senior multi-family residential use located adjacent to the 140/150 Market Street Site. The proposed mixed-use project would therefore be consistent with surrounding land uses and is not located within, or adjacent to, an established residential neighborhood. The three vacant, undeveloped lots are currently fenced off and are surrounded by developed properties; as such, new development on these lots would not introduce a new barrier that would divide a community. The nearest residential neighborhood is located east of Locust Street, about a half block from the project site. The proposed project would not divide this neighborhood, nor would it impede access between this neighborhood and other areas of the City by creating physical blockages of any kind.

The proposed project would represent a change in building height on the project site relative to existing uses, as described in Section 3.1(c). However, the proposed heights would not be inconsistent with other development in the vicinity (see Section 3.1(c) for details). Extending the height of uses on the project site would not diminish the ability of people to traverse from one side of the project site to the other. Furthermore, the proposed project would not involve features such as a highway, aboveground infrastructure, or an easement through an established neighborhood. As such, both phases of the proposed project would result in **less than significant impacts** relative to physically dividing an established community during construction and operation. No mitigation is required.

b) *Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**Less Than Significant Impact.** Land use plans and policies applicable to the proposed project are set forth in the City's General Plan and Zoning Ordinance. The discussion provides substantiation for the proposed project's consistency with these land use plans and policies.

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### **General Plan Consistency**

The project site is designated for Commercial/Residential land use in the General Plan. As noted in the Land Use Element of the General Plan, this designation represents areas where planned area development standards can be used to allow mixed commercial and residential use. The proposed project, which consists of commercial and residential uses, would be consistent with this designation. The Land Use Element also specifies a desirable pattern for future commercial development, stating that “the pattern of commercial growth which would be most desirable is the concentration of commercial uses into accessible shopping nodes in appropriate locations that can serve both the neighborhoods and the commuter traffic” (City of Inglewood 2009). The proposed project is consistent with this desirable pattern, since it would develop numerous businesses in a concentrated area and would develop these businesses adjacent to existing businesses. Furthermore, the proposed project would create an accessible shopping node, since it would be situated within the City’s downtown area and would be located adjacent to the future Downtown Inglewood Metro Station. For these reasons, the commercial components of the proposed project would be consistent with the specifications for such development that are set forth in the Land Use Element.

Regarding residential development, the Land Use Element states that, “the best locations for residential land are those which can provide convenient living areas to commercial and industrial employment locations as well as any other existing employment centers.” The Land Use Element also calls for the retention of single-family neighborhoods and states that “multi-family housing should serve as a transition area between lower density residential areas and commercial or other high intensity land uses. Location of high density housing adjacent to commercial areas and extending back from them as needed serves as a screen and puts the greatest number of customers adjacent to the commercial area. The close proximity of customers to retail outlets can reduce the number and length of shopping trips and minimize the shopping traffic traversing residential areas” (City of Inglewood 2009). The residential component of the proposed project would be consistent with these specifications that are provided for future residential development in the City. Because the proposed project is mixed-use development, the residential component of the project would be located within an existing commercial area, which would be redeveloped and revitalized as part of this project. Furthermore, neither the residential component nor any part of the proposed project would be located within a single-family neighborhood. As such, the proposed project would not conflict with the Land Use Element’s specification to retain single-family neighborhoods. (The single-family neighborhood nearest to the project site is located east of Locust Street, about a half block

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from the project site.) Because the proposed project is located in a commercial area and would develop additional commercial uses, the residents of the residential component would not need to traverse a single-family neighborhood to access commercial services.

For these reasons, the proposed project is generally consistent with the specifications for future commercial and residential land uses as set forth in the Land Use Element and summarized above. However, an amendment to the Land Use Element adopted in 1986 provides additional specifications for residential development within certain areas of the Limited Commercial land use category. The proposed project is zoned C-1 Limited Commercial and falls subject to these specifications, which provide for the following:

- Residential density is limited to 55 units per acre
- Residential uses are restricted to stories above commercial uses
- Adequate provisions for a proper living environment must be provided
- Height limitations on residential structures in the Limited Commercial category shall be that height established by the FAA (City of Inglewood 2009).

On the D3 Site, the proposed project would have a residential density of 84.9 dwelling units per acre, exceeding the standard of 55 units per acre. However, all other requirements specified above would be met: residential uses would be located above the commercial uses; outdoor areas, a community room, and a lobby are incorporated into the building design, thereby ensuring adequate provisions for a proper living environment; and, the building height would be 85 feet, which does not exceed Federal Aviation Administration limits. As stated in Section 2.2 of this IS/MND, the proposed project would include rezoning the D3 Site from C-1 to SD, as well as rezoning of the Market Street Sites. This rezoning would allow for the increased residential density at the site and parking reductions. As such, upon approval of the proposed project and the associated rezoning, both phases of the proposed project would be consistent with the General Plan, and impacts would be **less than significant**.

### **Zoning Ordinance Consistency**

The Zoning Ordinance is contained in Chapter 12 of the Inglewood Municipal Code. The project site is currently zoned C-1. The purpose of the C-1 zone, as stated in Section 12-23 of the Zoning Ordinance, is to be a strong economic base for the City while providing a mix of uses that support an active, pedestrian oriented environment that allows for a variety of goods and services, entertainment and leisure activities, and cultural facilities that are within convenient and walkable access to visitors, residents, and employees in

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the area, so as to provide a diverse array of commercial, cultural, and leisure activities. The proposed project is consistent with this overall purpose, since it would introduce new commercial uses to vacant sites, and would provide a variety of services (grocery, retail, restaurant, coffee). Additionally, the mixed-use nature of the proposed project and its location within downtown Inglewood, adjacent to the future Downtown Inglewood Metro Station, promotes walkability for visitors, residents, and employees. The specific land uses proposed as part of the project (retail, grocery, restaurants, office, parking lots, and residential units) are all allowable uses in the C-1 zone (Inglewood Municipal Code Section 12-23.0). Section 12-23 of the Zoning Ordinance provides regulations for height and setbacks in the C-1 zone. The design of the mixed-use structure at the D3 Site would not be consistent with all of the setback requirements for the C-1 zone. However, as part of the proposed project, the D3 Site would be rezoned to SD and the Market Street Sites would be rezoned as well. This rezoning would allow for setbacks that differ slightly from those specified in Section 12-23 of the Zoning Ordinance.

Sections 12-23.5 and 12-23.6 of the Zoning Ordinance set forth regulations that are specific to the downtown area, providing development standards, regulations for outdoor restaurants, and public sidewalk standards. The proposed project is located in the downtown area and would comply with these regulations. Upon approval of the proposed project and the associated rezoning, both phases of the proposed project would be consistent with the Zoning Ordinance and the General Plan, and impacts would therefore be **less than significant**. No mitigation is required.

c) *Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?*

**No Impact.** The City has not designated any portions of the City as being within a habitat conservation plan or natural community conservation plan (City of Inglewood 1997). Furthermore, the project area is not located within any of the regional conservation plans designated by the state (CDFW 2015). Therefore, neither phase of the proposed project would conflict with the provisions of any applicable habitat conservation plan or natural community conservation plan, as none apply to the project site. **No impact** would occur during construction and operation.

### References

CDFW (California Department of Fish and Wildlife). 2015. *California Regional Conservation Plans* [map]. August 2015. Accessed March 8, 2016. <https://www.wildlife.ca.gov/Conservation/Planning/NCCP>.

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City of Inglewood. 2009. "Land Use Element" in *Inglewood General Plan*. Adopted January 1980. Last amended July 8, 2009.

City of Inglewood. 1997. "Conservation Element" in *Inglewood General Plan*. Adopted October 21, 1997.

### 3.11 Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>

**a) *Would the project 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?***

**No Impact.** According to the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources, the project site is within an oil field. However, there are no active, dry, or plugged wells within the project site or the immediate vicinity, nor are there any planned oil extraction activities within the project site. The nearest wells have been plugged (DOGGR 2016). See item 3.11(b) for more details regarding oil extraction activities in the City.

The project site is located within the San Fernando Valley Production-Consumption Region for Portland Cement Concrete-grade aggregate resources, as mapped by the Division of Mines and Geology (renamed the California Geological Survey in 2006) (Division of Mines and Geology 1979a). The project site is located within Mineral Resource Zone 1 and Mineral Resource Zone 3 for aggregate resources. The western portion of the D3 Site and the western Market Street Sites are within Mineral Resource Zone 1, and the eastern portion of the D3 Site and the eastern Market Street Sites (i.e., 140/150 Market Street) are within Mineral Resource Zone 3. Mineral Resource Zone 1 is a designation given to areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.

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Mineral Resource Zone 3 is a designation given to areas containing mineral deposits the significance of which cannot be evaluated from available data (Division of Mines and Geology 1979b). The proposed project is located in a fully urbanized area and does not support any mineral extraction activities. Due to the urbanized nature of the project site and its surroundings, as well as the absence of known, significant aggregate resources as mapped by the Division of Mines and Geology, project implementation of both phases of the proposed project is not anticipated to result in loss of availability of a known mineral resource of value to the region and residents of the state. **No impacts** to state or regionally important mineral resources would occur during construction and operation.

- b) *Would the project 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?*

**Less Than Significant Impact.** The Conservation Element of the City's General Plan states that the only extractable resource known to exist in the City is oil, with the possibly associated presence of natural gas. There is one remaining active oil well site in the City, located at Eucalyptus Avenue and Hyde Park Boulevard. The oil deposits in this oil field have been reduced after nearly a century of oil extraction, as stated in the Conservation Element. Development of the proposed project would not affect oil production within this existing oil field, as the project site is located approximately 0.4 mile southwest of the oil field and does not support any oil wells.

However, the Conservation Element states that oil extraction technology may make technical advances to permit additional production from previously depleted areas. The Conservation Elements states "slant-drilling technologies would allow multiple wells to be consolidated within relatively small, enclosed spaces that do not need to be located directly over the oil deposits. As a result, large undeveloped sites do not need to be preserved for future production. Instead, small vacant sites—or portions of sites—throughout Inglewood in commercial and especially industrial areas may be usable for siting new wells" (City of Inglewood 1997).

The proposed project site contains several vacant, currently undeveloped lots (i.e., the D3 Site, 139 Market Street, and 140/150 Market Street). As stated in the Conservation Element, large undeveloped lots may not be required for future oil extraction activities. Furthermore, as stated above, oil extraction activities do not necessarily need to be located directly above the deposits. As such, in the event that extractable oil deposits are located under the project site, development of the vacant lots within the project site would not preclude the extraction of such deposits or result in loss of their availability for

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future extraction activities. The project site is zoned for commercial land uses and has not been used for oil extraction activities in the past, as shown on maps produced by the Division of Oil, Gas, and Geothermal Resources. There are no known planned oil extraction activities within the project site. As such, while oil resources are present in the project area, development of both phases of the proposed project would not result in the loss of availability of these resources for the reasons described above, and impacts would be **less than significant** during construction and operation. No mitigation is required.

### References

City of Inglewood. 1997. "Conservation Element" in *Inglewood General Plan*. Adopted October 21, 1997.

Division of Mines and Geology. 1979a. *Generalized Aggregate Resource Classification Map – San Fernando Valley and Adjacent Production–Consumption Regions*. 1979. Accessed March 31, 2016. <http://www.quake.ca.gov/gmaps/WH/smaramaps.htm>.

Division of Mines and Geology. 1979b. *Mineral Land Classification Map – Aggregate Resources Only*. Inglewood Quadrangle. May 25, 1979. Accessed March 31, 2016. <http://www.quake.ca.gov/gmaps/WH/smaramaps.htm>.

DOGGR (California Department of Conservation, Division of Oil, Gas, and Geothermal Resources). 2016. DOGGR Well Finder. Accessed March 31, 2016. <http://maps.conservation.ca.gov/doggr/index.html#close>.

### 3.12 Noise

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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"/>

### Existing Noise Conditions

Ambient noise measurements were conducted on and near the project site in January 2016 to characterize the existing noise environment. The noise measurements were made using a Piccolo Integrating Sound Level Meter equipped with a 0.5-inch, pre-polarized condenser microphone with pre-amplifier. The sound level meter meets the current American National Standards Institute (ANSI) standard for a Type 2 (General Use) sound level meter. The calibration of the sound level meter was verified before and after the measurements, and the measurements were conducted with the microphone positioned approximately five feet above the ground.

Five noise measurement locations were selected (M1–M5), representing existing and/or future noise-sensitive receptors on the project site and in the project vicinity. The measurement locations are shown in Figure NOI-1 (Measured and Modeled Noise Receivers), and the measured average noise levels and measurement locations are provided in Table 3.12-1 (Measured Noise Levels). Noise measurement data is also included in Appendix F. As shown in Table 3.12-1 (Measured Noise Levels), measured ambient noise levels ranged from approximately 62 dBA  $L_{eq}$  at M4 (proposed project site, currently a vacant lot adjacent to N. Market Street) to 67 dBA  $L_{eq}$  at M1 (proposed project site adjacent to Florence Avenue). The primary noise sources at the sites consisted of traffic along the adjacent roadways. Secondary noise sources include distant construction activities, noise from loud music being played, distant sirens, distant aircraft, and heating, ventilation and air conditioning (HVAC) equipment.

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**Table 3.12-1  
Measured Noise Levels**

Receptors	Location/Address	Date	Time	L <sub>eq</sub> (dBA)	L <sub>max</sub> (dBA)
M1	North side of project site (D3 Site), adjacent to Florence Ave.	February 4, 2016	12:17 p.m. – 12:32 p.m.	66.6	79.1
M2	Southwest side of project site (D3 Site), adjacent to North La Brea Ave. and Florence Ave.	February 4, 2016	11:41 a.m. – 11:56 a.m.	65.4	80.5
M3	Senior citizen housing east of project site, 151 N. Locust St.	February 4, 2016	1:49 p.m. – 2:04 p.m.	63.0	74.5
M4	Project site (140 Site)	February 4, 2016	1:08 p.m. – 1:23 p.m.	61.5	73.8
M5	Cozier Middle School west of project site	February 4, 2016	10:43 a.m. – 10:58 a.m.	64.3	86.2

Source: Appendix F

Notes: L<sub>eq</sub> = equivalent continuous sound level (time-averaged sound level); L<sub>max</sub> = maximum sound level during the measurement interval

- a) *Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

**Less Than Significant Impact with Mitigation Incorporated.** The project includes the construction of six interrelated mixed and commercial developments on six separate sites over two phases within the City of Inglewood. Implementation of the proposed project would result in two primary types of potential noise impacts: short-term (i.e., temporary) noise during construction, and long-term noise during operation of the proposed project.

### Short-Term Construction Noise

Construction would occur over the course of two phases, which are characterized below.

**Phase I (D3 Site).** The construction period is anticipated to extend from February 2017 through February 2019. Because the D3 Site is vacant with the exception of a small parking lot (located in the southeast corner), the demolition process would take one day and would consist of demolishing the 15,000-square-foot existing parking lot. The existing trees around the parking lot would also be removed. Site preparation would commence once the existing parking lot has been demolished. Site preparation would take approximately five working days and would involve clearing and grubbing activities. Next, the D3 Site would be graded. The grading process is anticipated to take

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approximately 60 days, after which building construction would begin. Building construction, including paving and architectural coating activities, is anticipated to take a total of 25 months. Phase I construction would conclude approximately in February 2019.

**Phase II (Market Street Sites).** Construction at the Market Street Sites is anticipated to begin in February 2017 and is anticipated to be completed in spring 2019. Construction would involve demolition of the existing commercial structures at the 125 and 101 Market Street Sites. All sites (139, 125, 101, 140, and 150 Market Street) would undergo site preparation and grading prior to construction of the new commercial structures. This phase would also include installation of the proposed streetscape improvements.

On-site noise-generating activities associated with both phases (D3 Site and Market Street Sites) of the proposed project would include demolition and site preparation, grading, building construction, paving and architectural coatings. Construction for all phases of the proposed project would involve standard heavy equipment that would be employed for any routine construction project of this scale; construction equipment with substantially higher noise-generation characteristics (such as pile drivers, rock drills, blasting equipment) would not be necessary for construction of either phase of the proposed project.

Construction noise is difficult to quantify because of the many variables involved, including the specific equipment types, size of equipment used, percentage of time, condition of each piece of equipment, and number of pieces of equipment that will actually operate on-site. The range of maximum noise levels for various types of construction equipment at a distance of 50 feet is depicted in Table 3.12-2 (Construction Equipment Noise Emission Levels). The noise values represent maximum noise generation, or full-power operation of the equipment. As an example, a loader and two dozers, all operating at full power and relatively close together, would generate a maximum sound level of approximately 90 A-weighted decibels (dBA) at 50 feet from their operations. As one increases the distance between equipment, and/or the separation of areas with simultaneous construction activity, dispersion and distance attenuation reduce the effects of separation noise sources added together. In addition, typical operating cycles may involve two minutes of full-power operation, followed by three or four minutes at lower levels. The average noise level during construction activity is generally lower, since maximum noise generation may only occur up to 50% of the time.

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**Table 3.12-2  
Construction Equipment Noise Emission Levels**

Equipment	Typical Sound Level (dBA) 50 Feet from Source
Roller	74
Concrete vibrator	76
Pump	76
Saw	76
Backhoe	80
Air compressor	81
Generator	81
Compactor	82
Concrete pump	82
Crane, mobile	83
Concrete mixer	85
Dozer	85
Grader	85
Impact wrench	85
Loader	85
Pneumatic tool	85
Jackhammer	88
Truck	88
Paver	89

Source: FTA 2006.

The nearest off-site sensitive receptors to the project site are multi-family residential (senior citizen housing) land uses east of the project site. Project construction would take place both near and far from adjacent, existing noise-sensitive uses. For example, construction of the project along the eastern project boundaries at 140 Market Street and 150 Market Street would take place within approximately 60 feet of the multi-family residential land uses for relatively short periods of time, but during construction of other project components, construction would be more than 700 feet away. Typically, construction noise would occur at distances of approximately 250 feet from the nearest existing noise-sensitive uses.

The Federal Highway Administration's (FHWA) Roadway Construction Noise Model (RCNM) (FHWA 2008) was used to estimate construction noise levels at the nearest occupied noise-sensitive land use. Input variables for the RCNM consist of the receiver/land use types, the equipment type and number of each (e.g., two graders, a loader, a tractor), the duty cycle for each piece of equipment (e.g., percentage of hours the equipment typically works per day), and the distance from the noise-sensitive

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receiver. No topographical or structural shielding was assumed in the modeling. The RCNM has default duty-cycle values for the various pieces of equipment, which were derived from an extensive study of typical construction activity patterns. Those default duty-cycle values were used for this noise analysis.

Using the FHWA's RCNM construction noise model and construction information (types and number of construction equipment by phase), the estimated noise levels from construction were calculated for a representative range of distances, as presented in Table 3.12-3 (Construction Noise Model Results Summary). The RCNM inputs and outputs are provided in Appendix F.

**Table 3.12-3  
Construction Noise Model Results Summary**

Construction Phase	Construction Noise at Representative Receiver Distances ( $L_{eq}$ (dBA))		
	60 Feet	250 feet	750 Feet
Demolition	83	71	62
Site Preparation	78	67	57
Grading	79	70	59
Building Construction	79	69	59
Pavings	78	69	61
Architectural Coatings	79	71	59

Notes:  $L_{eq}$  = equivalent continuous sound level

As presented in Table 3.12-3 (Construction Noise Model Results Summary), the highest noise levels are predicted to occur during demolition, when noise levels from construction activities would be approximately 83 dBA equivalent continuous sound level ( $L_{eq}$ ) at the nearest existing residential land uses approximately 60 feet away. More typically, construction noise levels would be in the 67 to 71 dBA  $L_{eq}$  range.

The City of Inglewood regulates construction noise by restricting the allowable hours of construction. Construction in zoned residential neighborhoods or within 500 feet is deemed unlawful between the hours of 8 PM to 7 AM if, "a reasonable person residing in the area is caused discomfort or annoyance unless beforehand a permit therefore has been obtained from the Permits and Licenses Committee of the City" (Section 5-41. Construction of Building and Projects, Noise Regulated).

Construction activity on the project site during both phases would adhere to the City of Inglewood limits on hours of construction, and would thus not take place outside the hours of 7 AM to 8 PM. Thus, construction activities under both phases of the proposed

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project would comply with the City's noise ordinance. Furthermore, construction activities under both phases would be short-term and would cease upon construction completion. In order to ensure that noise impacts are minimized given the proximity of construction activities to nearby residences, mitigation measures are recommended as outlined in **MM-NO-1**. Additionally, the project applicant shall notify surrounding neighbors, including the residences east of the project site, about the construction activity and construction hours to take place on the project site, as well as provide contact information in the event a property owner or residence has a noise complaint (**MM-NO-2**). Given that construction activities during both phases are short-term, would comply with the City's noise ordinance, and would cease upon project completion, construction noise during both phases would be **less than significant with mitigation incorporated (MM-NO-1 and MM-NO-2)**. No further mitigation is required.

During both Phase I and Phase II of the proposed project, haul truck activity and construction equipment use could occur simultaneously, although intermittently. Typically, no more than one or two haul trucks would be on-site or in the vicinity at any given time. Haul truck activity is not expected to occur in close proximity to the residences located east of the project site, as their deliveries will primarily occur on the center of the project site. Furthermore, idling time of the haul trucks would be limited to reduce potential noise impacts. Noise from the haul trucks would be relatively brief and periodic in nature and would cease once the haul trucks pass through the main streets (i.e., North Market Street, North La Brea Avenue, and Florence Avenue) to the I-405 freeway or other designated haul truck route. Therefore, overall noise impacts from haul trucks traveling during both phases of the proposed project are also considered **less than significant**. No mitigation is required.

### **Long-Term Operational Noise**

Long-term operational noise associated with both phases of the proposed project would include parking structure noise and HVAC noise at the D3 Site, and HVAC noise at the Market Street Sites. Both phases of the proposed project would also generate off-site traffic noise along various roadways in the area.

The City of Inglewood limits non-transportation exterior noise in residential neighborhoods to 45 dBA (7 AM to 10 PM) to 55 dBA (10 PM to 7 AM). The noise standard for commercial zones is 65 dBA. In the event the ambient noise level exceeds the allowable noise level limits, the maximum allowable noise level under the category shall be increased to reflect the maximum ambient noise level. (Article 2, Noise

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Regulations, Section 5-27, Base Ambient Noise Levels, Section 5-30, Maximum Residential Noise Levels, Section 5-31, Maximum Nonresidential Noise Levels).

**Truck Deliveries, Proposed Parking Structure and Surface Parking Noise.** In addition to HVAC systems, commercial and mixed-use projects also have the potential to generate noise from truck deliveries and other mechanical equipment. Noise levels associated with commercial uses generally range from 65 dBA to 69 dBA at a distance of 50 feet from the noise source (PBS&J 2009). Although most of the commercial land uses would be operating from 9:00 AM to 9:00 PM, certain businesses such as restaurants would likely have later operating hours (i.e., past 10 PM).

Commercial development would have the potential to result in noise levels above the City's Municipal Code daytime noise standard of 55 dBA  $L_{eq}$  within approximately 250 feet of the source, and would have the potential to result in noise levels above the City's nighttime noise standard of 45 dBA  $L_{eq}$  within approximately 800 feet of the source (given an unobstructed view). Commercial land uses would be located immediately adjacent to proposed on-site multi-family residential land uses. Therefore, any proposed noise-sensitive land use located with an unobstructed view and within 250 feet of commercial development operating between 7 AM and 10 PM could be exposed to noise levels that exceed the acceptable exterior noise level threshold of 55 dBA  $L_{eq}$ . Furthermore, any proposed noise-sensitive uses located with an unobstructed view and within 800 feet of commercial development operating between 10 PM and 7 AM could be exposed to noise levels that exceed the acceptable exterior noise level threshold of 45 dBA  $L_{eq}$ . With the implementation of MM-NO-3, potential noise impacts during both phases of the proposed project would be **less than significant with mitigation incorporated**.

Traffic associated with the proposed parking structures would not be of sufficient volume or travel speed to exceed community noise standards based on a time-averaged scale such as community noise equivalent level (CNEL) or  $L_{eq}$  (Mestre Greve Associates 2011). However, the instantaneous maximum sound levels generated by a car door slamming, an engine starting up, or cars passing by could be annoying to proposed on-site residences surrounding the parking structure at the D3 Site, or to residents located east of the Market Street Sites. Tire squeal noise associated with the parking structure would likely be **less than significant with mitigation incorporated**, as the parking structure would be designed and conditioned to include surfaces that reduce noise generated by tire squeal (MM-NO-4).

**HVAC Equipment.** On-site noise sources would also include HVAC equipment, which would be mounted on the building rooftops. The specific details (locations, sizes, manufacturers, and models) of the equipment have not yet been determined. The noise levels generated by this type of equipment would vary, but would typically range from

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approximately 45 dBA to 55 dBA at a distance of 50 feet. In order to ensure that noise from HVAC equipment does not exceed the City's noise ordinance, **MM-NO-5** requires that all HVAC equipment be located a minimum of 150 feet<sup>4</sup> from the nearest residential land use, or otherwise be designed or shielded from residences so as to ensure that the noise is in compliance with City of Inglewood noise standards. With implementation of **MM-NO-5**, noise from HVAC equipment during both phases of the proposed project would be **less than significant with mitigation incorporated**.

**Project-Related Traffic Noise at Off-Site Receptors.** The proposed project would generate traffic along adjacent roadways including Florence Avenue, North La Brea Avenue, North Market Street, and East Regent Street. Potential noise effects from vehicular traffic were assessed using the Federal Highway Administration's Traffic Noise Model version 2.5. Information used in the model included the existing, existing plus project, opening year (Year 2019) without project, and opening year with project traffic volumes and speeds. Noise levels were modeled at representative existing off-site and future on-site noise-sensitive receivers, as shown in Figure NOI-1 (Measured and Modeled Noise Receivers). The receivers were modeled to be five feet above the local ground elevation, except for the future on-site receivers in which receivers were modeled at ground level, third and fifth floor levels. The City does not have a specific noise criterion for evaluating off-site noise impacts to residences or noise-sensitive areas from project-related traffic. For the purposes of this noise analysis, such impacts are considered significant when they cause an increase of five dB from existing noise levels or exceed the City's 65 dBA Community Noise Equivalent Level (CNEL) noise threshold (City of Inglewood 1987). An increase or decrease in noise level of at least five dB is required before a noticeable change in community response would be expected.

As shown in Table 3.12-4 (Summary of Traffic Noise Modeling Results), the proposed project would increase the noise level along these roads by two dB or less (rounded to whole numbers) along the study area roadways in the vicinity of the project site. In the context of community noise assessments, a two dB increase is not noticeable to the human ear. Therefore, due to the amount of increase in noise level (two dB or less), noise impacts due to project-related traffic during both phases would be less than significant. Neither phase of the proposed project is anticipated to result in significant noise increases or cause an exceedance of applicable noise standards. Therefore, the impact from traffic noise associated with both phases of the proposed project would be **less than significant**. No mitigation is required.

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<sup>4</sup> Assuming a noise level of 55 dBA at a distance of 50 feet, and an unobstructed view, at a distance of 150 feet the noise level would be attenuated to 45 dBA.



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**Table 3.12-4  
Summary of Traffic Noise Modeling Results (dBA CNEL)**

Receiver Number / Land Use Type	Adjacent Roadway	Existing	Existing with Project	Difference	Opening Year (2019)	Opening Year (2019) with Project	Difference
M1 / Proposed residential and commercial (D3 project site)	West Florence Avenue	65	66	1	65	66	1
M2 / Proposed residential and commercial (D3 project site)	East Regent Street / North La Brea Avenue	64	65	1	64	65	1
M3 / Multi-family residential	East Regent Street	60	61	1	61	61	0
M4 / Proposed commercial (140 Market Street project site)	North Market Street	61	63	2	61	63	2
M5 / Institutional (middle school)	East Regent Street	58	58	0	58	58	0
R1 / On-Site Residential North Side 2nd Floor	West Florence Avenue	N/A	66	N/A	N/A	67	N/A
R2 / On-Site Residential North Side 4th Floor	West Florence Avenue	N/A	66	N/A	N/A	66	N/A
R3 / On-Site Residential North Side 6th Floor	West Florence Avenue	N/A	65	N/A	N/A	65	N/A
R4 / On-Site Residential South Side 2nd Floor	East Regent Street	N/A	64	N/A	N/A	65	N/A
R5 / On-Site Residential South Side 4th Floor	East Regent Street	N/A	64	N/A	N/A	64	N/A
R6 / On-Site Residential South Side 6th Floor	East Regent Street	N/A	64	N/A	N/A	64	N/A
R7 / On-Site Residential West Side 2nd Floor	North La Brea Avenue	N/A	68	N/A	N/A	68	N/A
R8 / On-Site Residential West Side 4th Floor	North La Brea Avenue	N/A	67	N/A	N/A	67	N/A

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**Table 3.12-4  
Summary of Traffic Noise Modeling Results (dBA CNEL)**

Receiver Number / Land Use Type	Adjacent Roadway	Existing	Existing with Project	Difference	Opening Year (2019)	Opening Year (2019) with Project	Difference
R9 / On-Site Residential West Side 6th Floor	North La Brea Avenue	N/A	67	N/A	N/A	67	N/A
R10 / On-Site Residential East Side 2nd Floor	North Market Street	N/A	62	N/A	N/A	62	N/A
R11 / On-Site Residential East Side 4th Floor	North Market Street	N/A	62	N/A	N/A	62	N/A
R12 / On-Site Residential East Side 6th Floor	North Market Street	N/A	62	N/A	N/A	62	N/A
R13 / On-Site Rooftop Deck	West Florence Avenue	N/A	57	N/A	N/A	57	N/A

N/A = not applicable; receiver would not exist without the proposed project.

Source: FHWA 20004, Appendix F.

Note: Modeled traffic noise levels are rounded to the nearest whole numbers.

### **Traffic Noise at Project Site (Proposed Future Residences, Rooftop Deck, and Public Park)**

At receptors R1 through R12, on-site Opening Year (2019) Plus Project traffic noise levels are predicted to range from 62 dBA CNEL at receivers R10-R12 (proposed residential uses adjacent to Market Street) to 68 dBA CNEL at receptor R7 (proposed residential adjacent to North La Brea Avenue). The noise level at the proposed rooftop deck (R13) is predicted to be 57 dBA CNEL, which would not exceed the 65 dBA CNEL exterior use standard, and thus, would be less than significant.

State of California regulation CCR Title 24 requires that an affected building be oriented, shielded, and designed to have sound insulation such that with all exterior doors and windows in the closed position, the interior noise exposure level attributable to exterior sources will not exceed 45 dBA Day-Night Average Sound Level,  $L_{dn}$ <sup>5</sup> in any habitable room. CCR Title 24 thus requires an acoustical analysis for any new multi-family residential structures located in an area with a noise level of 60 dBA  $L_{dn}$ /CNEL or greater. Because the modeled noise levels at the facades of the proposed project would

<sup>5</sup>  $L_{dn}$  and CNEL generally differ by only a few tenths of a decibel and are often used interchangeably.

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exceed 60 dBA CNEL, implementation of MM-NO-3 has been identified to require a subsequent acoustical analysis prior to approval of final building permits, to ensure that noise levels from on-site and off-site noise-generating activities are in compliance with the State and City General Plan noise standards within the proposed multi-family residential uses. Based on final site and floor plans, this acoustical analysis would make recommendations related to specific design features such as upgraded windows, provision of HVAC to allow for windows to remain closed, etc. This subsequent acoustical analysis would determine which design features are needed to comply with the 45 dBA CNEL interior noise standard.

The City of Inglewood General Plan Noise Element indicates that a noise threshold of 65 dBA CNEL is to be attained in multi-family outdoor environments, including patios and balconies which are “served by a means of exit from the inside.” The floor plans currently available are considered preliminary and subject to change, and it is not yet known if usable balconies will be part of the residential floor plans. If balconies which are accessible from the interior of the units are included, MM-NO-6 has been identified to require a subsequent noise analysis to determine the extent of noise treatment needed, if any (for example, clear-view barriers of varying heights may be necessary). Therefore, with incorporation of MM-NO-3 and MM-NO-6, long-term operational impacts associated with traffic noise during both phases of the proposed project would be **less than significant with mitigation incorporated**. No further mitigation is required.

### Mitigation Measures

**MM-NO-1** In order to reduce impacts related to heavy construction equipment moving and operating on-site during Phase I and Phase II of the proposed project, prior to issuance of grading permits, the following measures shall be incorporated by the City of Inglewood as conditions on permits, as deemed necessary:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.
- Construction noise reduction methods, such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied sensitive receptor areas, and using electric air compressors and similar power tools rather than diesel equipment as is practical, shall be used.

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- During construction, stationary construction equipment shall be placed such that noise is directed away from or shielded from sensitive noise receivers.
- During construction, stockpiling and vehicle staging areas shall be located as far from noise-sensitive receptors as is practical.
- The project shall be in compliance with the City's Municipal Code (Article 2, Noise Regulations, Section 5-41, Construction of Building and Projects, Noise Regulated): It shall be unlawful for any person within a residential zone, or within a radius of five hundred (500) feet therefrom, to operate equipment or perform any outside construction or repair work on buildings, structures, or projects or to operate any pile driver, pneumatic hammer, derrick, excavation or earth moving equipment, or other construction equipment between the hours of eight p.m. and seven a.m. of the next day in such a manner that a reasonable person residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been obtained from the Permits and Licenses Committee of the City.

**MM-NO-2** The project applicant shall notify nearby property owners, including residences east of the project site, of the construction activities and construction hours to occur on the project site, as well as provide contact information in the event a property owner or residence has noise complaint issues. Additionally, construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners and residents to contact the job superintendent.

**MM-NO-3** Prior to issuance of a building permit, the applicant shall submit a final acoustical report prepared to the satisfaction of the Planning Manager. The report shall show that development will be sound-attenuated against present and projected noise levels, including roadway, aircraft, stationary sources (e.g., on-site or off-site commercial) to meet City interior and exterior noise standards. The report shall demonstrate that the proposed residential design will result in compliance with the 45 dBA CNEL interior noise levels, as required by the California Building Code and California Noise Insulation Standards (Title 24 and 25 of the California Code of Regulations). Design-level architectural plans shall be available

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during design review and shall permit the accurate calculation of transmission loss for habitable rooms. For these areas, it may be necessary for the windows to be able to remain closed to ensure that interior noise levels meet the interior standard of 45 dBA CNEL. Consequently, the design for buildings in these areas may need to include a ventilation or air conditioning system to provide a habitable interior environment with the windows closed based on the result on the interior acoustical analysis.

The applicant shall submit the noise mitigation report to the Planning Manager for review and approval. Upon approval by the City, the project acoustical design features shall be incorporated into construction of the proposed project.

- MM-NO-4** Parking structure(s) shall be designed and conditioned to include pavement treatments/materials that reduce noise generated by tire squeal.
- MM-NO-5** All HVAC equipment shall be located a minimum of 150 feet from the nearest residential land use, and direct view of such equipment shall be shielded by a solid parapet wall or other noise barrier. Alternatively, the HVAC equipment shall be situated, enclosed or otherwise specified so as to ensure that the noise is in compliance with City of Inglewood noise standards.
- MM-NO-6** Concurrent with design review and prior to the approval of building permits for multi-family units in which exterior noise levels exceed 65 dBA CNEL at usable outdoor areas (patios or balconies accessible from the interior), the applicant shall prepare an acoustical analysis demonstrating compliance the City's Exterior Land Use/Noise Compatibility Guidelines for outdoor use areas (i.e., 65 dBA CNEL).

b) *Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

### **Short-Term Construction Impacts**

**Less Than Significant Impact.** Groundborne vibration is a small, rapidly fluctuating motion transmitted through the ground that diminishes (attenuates) fairly rapidly over distance. Anticipated groundborne vibration from heavy equipment operations during construction of the proposed project was evaluated and compared to relevant vibration impact criteria using the Federal Transit Administration's Transit Noise and Vibration Impact Assessment, which provides vibration impact criteria and recommended

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methodologies and guidance for assessment of vibration effects (FTA 2006). At a distance of approximately 60 feet (the distance to the nearest noise/vibration-sensitive land uses), the vibration level from heavy construction machinery (such as a loaded truck or a drilling rig) would be between approximately 0.020 and 0.024 peak particle velocity in inches per second. Vibration levels of this magnitude would likely be perceptible at nearby residences, but they would be well below the Federal Transit Administration's threshold of potential damage for normal structures (0.20 peak particle velocity in inches per second), and would not be considered excessive.

Therefore, short-term construction impacts associated with exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels during both phases of the proposed project would be **less than significant**. No mitigation is required.

### **Long-Term Operational Impacts**

The proposed project would not create substantial levels of groundborne vibration during operation. Therefore, long-term operational impacts associated with exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels during both phases of the proposed project would be **less than significant**. No mitigation is required.

- c) *Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

**Less Than Significant Impact with Mitigation Incorporated.** Refer to Section 3.12(a) for a discussion and evaluation of long-term operational noise impacts. As addressed therein, with incorporation of **MM-NO-3, MM-NO-4, and MM-NO-5**, long-term operational impacts associated with a substantial permanent increase in ambient noise levels during both phase of the proposed project would be a **less than significant impact with mitigation incorporated**. No further mitigation is required.

- d) *Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

**Less Than Significant Impact with Mitigation Incorporated.** Refer to response under item 3.12(a) for a discussion of short-term (construction-related) noise. With incorporation of **MM-NO-1**, noise levels from construction of both phases of the proposed project would be reduced to a **less than significant impact with mitigation incorporated**. No further mitigation is required.

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- e) *Would the project be 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?*

**Less Than Significant Impact.** The proposed project is not located within an airport land use plan. The project site is located approximately three miles east-northeast of LAX. Based upon the annualized average 2015 noise contour map for LAX aircraft operations, the project site is located approximately 1,600 feet north of the 65 dBA CNEL noise contour. The nearest automated LAX noise monitoring station which is located approximately the same distance from the 65 dBA CNEL noise contour reported an annualized average noise level of 57 dBA CNEL. Neither phase of the proposed project would expose people residing or working in the project area to excessive noise levels. This impact would be **less than significant** during construction and operation. No mitigation is required.

- f) *Would the project be within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

**No Impact.** The proposed project is not located within the vicinity of a private airstrip. Neither phase of the proposed project would expose people residing or working in the project area to excessive noise levels. **No Impact** would occur during construction and operation because no airstrips exist in the area.

### References

- City of Inglewood. 1987. Noise Element for the General Plan of the City of Inglewood. September 1, 1987
- City of Inglewood. 1988. Municipal Code, Chapter 5, Article 2 – Noise Regulations.
- Fehr and Peers Transportation Consultants. 2016. *Trip Generation for Inglewood Market Gateway Project*. March 10, 2016.
- FHWA (Federal Highway Administration). 2004. FHWA Traffic Noise Model, Version 2.5. Office of Environment and Planning. Washington, D.C. February.
- Mestre Greve Associates. 2011. Noise Assessment for: Historic Town Center City of San Juan Capistrano. January.

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U.S. Department of Transportation, Federal Transit Administration, Office of Planning and Environment. May 2006. FTA-VA-90-1003-06. Transit Noise and Vibration Impact Assessment. (Prepared under contract by Harris, Miller, Miller and Hanson). Burlington, Massachusetts.

### 3.13 Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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) *Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

**Less Than Significant Impact.** The proposed project would result in approximately 235 multi-family units and 95,246 square feet of commercial uses.<sup>6</sup> Of the 235 proposed multi-family units, 132 are one-bedroom units and 103 are two-bedroom units. According to the U.S. Census Bureau, there are approximately three persons per household in the City (U.S. Census Bureau 2016). As such, the residential component of the proposed project would potentially result in approximately 705 additional residents in the City. This is a conservative estimate because (1) over half of the proposed residential units are one-bedroom and are therefore anticipated to be rented by households containing less than three people and (2) this assumes that all residents of the proposed project would relocate to the City. The estimated current population of the City is approximately

<sup>6</sup> 45,185 square feet of commercial uses proposed for the D3 Site + 15,313 square feet of retail uses proposed for the Market Street Sites + 11,248 square feet of restaurant uses proposed for the Market Street Sites + 23,500 square feet of office uses proposed for the Market Street Sites (see Table 2-1).



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111,905 people (2014 population [U.S. Census Bureau 2016]). The additional 705 residents anticipated to result from the development of the proposed project would be approximately 0.63% of the current City population.<sup>7</sup> SCAG has projected that the City will have a population of 111,900 residents in 2020, around the time of project buildout (SCAG 2012). According to the U.S. Census Bureau, the City has already surpassed the SCAG population growth projections for 2020, since it had approximately 111,905 people in 2014. However, the addition of 705 more residents would not substantially exceed these projections. While the proposed project would contribute to the exceedance of SCAG's population projections for 2020, it would only contribute to an exceedance of approximately 0.63% over these projections at the time of project buildout.

Furthermore, because the project provides housing, it will help handle the exceedance of population growth projections. It benefits the economics of the City to have a balance of jobs and housing, which is provided by the project site. Additionally, the project is a transit-oriented development, meaning that the new residents can easily take the new LRT line to access other employment centers, such as downtown Los Angeles and LAX. Due to the minor nature of the population growth that would result (0.63%), the benefit of increasing the City's housing stock, and the transit-oriented nature of the project, the proposed residential development at the D3 Site would not adversely affect the City's services or infrastructure.

The proposed project would also result in temporary and permanent increases in employment opportunities on the project site. Employment increases have the potential to cause population growth, as they may draw additional people and their households to the City. The temporary employment increases would be associated with construction jobs available during the construction period. However, given the relatively common nature of the construction anticipated, the demand for construction employment would likely be met within the existing and future labor market in the City and in Los Angeles County. If construction workers live outside of the City, these workers would likely commute during the temporary construction period.

The proposed project would result in approximately 71,746 square feet of retail and restaurant uses and 23,500 square feet of office uses. Using the nearby City of Los Angeles population growth projections of 3 persons per 1,000 square feet of retail uses and 4 persons per 1,000 square feet of office uses, the commercial portion of the proposed project would be potentially associated with 309 people, using the category of "retail" for the

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<sup>7</sup> 705 additional residents ÷ 111,905 residents = 0.0063 = 0.63%

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proposed project retail/restaurant uses and the category of “office” for the proposed project office uses (City of Los Angeles 2006).<sup>8</sup> The provision of approximately 309 additional jobs in the City would not be expected to result in population growth. Because the proposed project would be located in the densely populated Los Angeles metropolitan area, it is anticipated that the additional 309 jobs would be filled by existing City residents or by residents of neighboring cities. In the unlikely event that some of the new employees were to relocate to the City upon obtaining a job at the project site, this would result in minor to negligible population growth relative to the City’s population. Both phases of the proposed project would result in a **less than significant impact** relative to population growth during construction and operation. No mitigation is required.

- b) *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

**No Impact.** There is no housing currently located on the project site; as such, the proposed project would not displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere. **No impact** would result as a result of implementing both phases of the proposed project during construction and operation.

- c) *Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

**No Impact.** The project site currently consists of vacant lots and lots containing vacant commercial buildings. As such, the project site does not support housing or employment for substantial numbers of people. Development of both phases of the proposed project would not displace substantial numbers of people necessitating the construction of replacement housing elsewhere. **No impact** would result as a result of implementing both phases of the proposed project during construction and operation.

### References

City of Los Angeles. 2006. *L.A. CEQA Thresholds Guide*. City of Los Angeles.  
[http://environmentla.com/programs/table\\_of\\_contents.htm](http://environmentla.com/programs/table_of_contents.htm).

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<sup>8</sup> 71,746 square feet ÷ 1,000 square feet = 71.746  
71.746 × 3 people = 215 people  
23,500 square feet ÷ 1,000 square feet = 23.5  
23.5 × 4 people = 94 people

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SCAG (Southern California Association of Governments). 2012. *Adopted 2012 RTP Growth Forecast*. 2012. Accessed March 31, 2016. <http://www.scag.ca.gov/DataAndTools/Pages/GrowthForecasting.aspx>.

U.S. Census Bureau. 2016. "QuickFacts – Inglewood, California." Accessed March 31, 2016. <http://www.census.gov/quickfacts/table/PST045215/0636546>.

### 3.14 Public Services

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) 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:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) *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:*

**Less Than Significant Impact.** The City contracts with LACFD to provide fire protection services and emergency response services. There are four fire stations within the City: Fire Station 170, located at 10701 South Crenshaw Boulevard; Fire Station 171, located at 141 West Regent Street; Fire Station 172, located at 810 Centinela Avenue; and Fire Station 173, located at 9001 South Crenshaw Boulevard.

Fire Station 171, located approximately 0.3 mile from the project site, is closest to the project site and would be the first responder to the site. In the event that Fire Station 171 cannot meet the immediate needs of a call for services independently or does not have capability to address the full extent of a larger incident, Fire Stations 170 and 173, as well as other LACFD facilities, could respond or provide support.

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Fire Station 171 has a three-person engine, which is staffed with one captain, one fire fighter specialist, one fire fighter/paramedic, and a two-person paramedic squad, which is staffed with two fire fighters/paramedics. Based on the distance between Station 171 to the project site, LACFD anticipates a response time of approximately one minute to two minutes to the project site. The LACFD uses national response time guidelines of five minutes for the first-arriving unit for fire emergencies and eight minutes for emergency medical services in urban areas. These guidelines are currently being met within the City (Johnson 2016, pers. comm.). There are no current plans to expand facilities, staff, or equipment at the nearby fire stations.

As discussed in Section 3.13, the proposed project would increase the land use intensity of the project site, resulting in an increase of approximately 309 employees and 705 residents on the site. The increase in City residents and employees would represent an incremental increase in demand for fire services within the City. However, the proposed project would be subject to current LACFD requirements for fire sprinkler systems, fire alarm systems, fire flow, and equipment and firefighter access, as well as fire code requirements. Compliance with the fire code standards would be ensured through the plan check process and fire review prior to the issuance of building permits. Payment of development fees by the project applicant would be used to offset the costs of increased personnel or equipment in order to maintain acceptable service ratios, response times, and other performance objectives. Furthermore, the project would not have a significant effect on service demands, as determined by the LACFD (Johnson, pers. comm. 2015). As such, the construction or expansion of existing fire facilities would not be required as a result of developing both phases of the proposed project. Therefore, neither phase of the proposed project would result in substantial adverse physical impacts associated with the provision of new or physically altered facilities. Impacts resulting from both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

### *Police protection?*

**Less Than Significant Impact.** The project site would be served by the Inglewood Police Department. The Inglewood Police Department headquarters is located at 1 West Manchester Boulevard, approximately 0.15 mile west of the project site. The department has 171 sworn personnel and 84 civilian support personnel (Fronterotta 2016, pers. comm.). The project site is located within Beat 1 (Inglewood Police Department 2007). The Inglewood Police Department's response time for emergency calls is three minutes, as measured from the time the call is dispatched to the time an officer arrives on scene. The Inglewood Police Department anticipates that response times to the project site would be three minutes or less.

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As discussed in Section 3.13, the proposed project would increase the land use intensity of the site, resulting in an increase of approximately 309 employees and 705 residents on the project site. The increased land use intensity at the project site could increase the frequency of emergency and non-emergency calls to the Inglewood Police Department from the properties that compose the project site, as compared with existing conditions. Alternatively, the department noted that the project could in fact increase the safety of the area. The proposed project would employ defensible design, lighting, and landscaping, and these aspects of the project could lessen the demand for police protection services at the project site. Furthermore, police units are continuously mobile, and service calls are responded to by the nearest available mobile unit. While new development may place increased demand on police protection services, the proposed project would not result in the construction or expansion of police facilities. The Inglewood Police Department does not have any current plans to expand their facility. The department has an ongoing hiring process that would continue with or without the proposed project. Furthermore, the Inglewood Police Department staff verified that the department would be able to serve the project and that the project would not substantially alter service ratios and/or response times to the extent that new or expanded police protection facilities would be required (Fronterotta 2016, pers. comm.). Therefore, neither phase of the proposed project would result in substantial adverse physical impacts associated with the provision of new or physically altered facilities. Impacts resulting from both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

### *Schools?*

**Less Than Significant Impact.** The City is served by the Inglewood Unified School District. The schools serving the project site are Kelso Elementary (grades K–6), located at 809 East Kelso Street; La Tijera Academy of Excellence Charter School (grades K–8), located at 1415 North La Tijera Boulevard; Crozier Middle School (grades 7–8), located at 120 West Regent Street; and, Inglewood High School (grades 9–12), at 213 South Grevillea Avenue. The need for new school facilities is typically associated with a population increase that generates an increase in enrollment large enough to cause new schools to be constructed. As described in Section 3.13, the proposed project would involve construction of new residential housing in the City. Using the neighboring City of Los Angeles Unified School District’s student generation factors for residential uses (see Table 3.14-1), the proposed project is anticipated to generate approximately 50 students (see Table 3.14-2).

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**Table 3.14-1  
Student Generation Factors**

Housing Type	Elementary School (Students per Dwelling Unit)	Middle School (Students per Dwelling Unit)	High School (Students per Dwelling Unit)
Multiple (rented; units that permit children) 1 bedroom	0.0	0.0	0.0
Multiple (rented; units that permit children) 2 bedrooms	0.25	0.1	0.14

Source: City of Los Angeles 2006.

**Table 3.14-2  
Increase in Students Potentially Attributable to Proposed Project**

Housing Type	Number of Units Proposed	Elementary School Students	Middle School Students	High School Students
Multiple (rented; units that permit children) 1 bedroom	132 units	0.0	0.0	0.0
Multiple (rented; units that permit children) 2 bedrooms	103 units	25.75	10.3	14.42
<b>Total</b>	<b>235 units</b>	<b>25.75</b>	<b>10.3</b>	<b>14.42</b>
<b>Total number of students potentially generated by proposed project (rounded)</b>				<b>50</b>

Source: City of Los Angeles 2006.

While the proposed project would increase the number of students, it would not do so to the extent that new school facilities would be required. Furthermore, development impact fees may be levied for both residential and commercial construction, pursuant to Education Code Section 17620 and California Government Code Section 65995. In compliance with California Government Code Section 65995, a school impact fee can be levied on commercial development. As stated in Government Code Section 65996, payment of school impact fees in accordance with Government Code Section 65995 and/or Education Code Section 17620 is deemed to constitute full and complete mitigation for potential impacts to schools caused by development.

As such, impacts related to the need for new school facilities as a result of implementing both phases of the proposed project would be **less than significant**. No mitigation is required.

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### *Parks?*

**Less Than Significant Impact.** Nearby recreation facilities include Queen Park (approximately 0.5 mile east of the project site), Rogers Park (approximately 0.5 mile northwest of the project site), and Edward Vincent Park (approximately 0.5 mile northeast of the project site). Increased demand on park facilities is generally associated with an increase in residential population. The proposed project would add approximately 705 residents to the City. Additionally, the employees and customers of the proposed project could use nearby park facilities while they are in the area. The General Plan Open Space Element establishes a minimum threshold for parkland in the City of 1 acre of parkland per 1,000 residents. Near the time of General Plan adoption in 1995, the City had 0.8 acre of parkland per 1,000 residents, equating to a slight deficiency in parkland relative to the threshold established by the General Plan. At that time, there were 85.6 acres of parkland in the City, equating to a deficiency of approximately 34 acres of parkland (City of Inglewood 1995). The population of the City has grown since the time of General Plan adoption in 1995; however, the increase in parkland has been minimal due to the difficulties of acquiring and converting land to park space in an otherwise urban, highly developed area. The City is currently served by approximately 88.6 acres of parkland (City of Inglewood 2016). While the proposed project would incrementally increase the population in the City, the amount of growth would be minor relative to the City's existing and future population and would not significantly exacerbate the City's parkland deficiency. Furthermore, the proposed project would incorporate private, common, and public outdoor areas for use on the project site for residents and visitors, which would reduce demands on nearby parks. Therefore, impacts to park facilities from implementation of both phases of the proposed project would be **less than significant**. No mitigation is required.

### *Other public facilities?*

**Less Than Significant Impact.** Other public facilities and services provided within the City include library services and City administrative services. Library services are provided by the Inglewood Public Library, which operates two branches: the Main Library, located at 101 West Manchester Boulevard, and the Crenshaw-Imperial Branch Library, located at 11141 South Crenshaw Boulevard. The project site is approximately 0.2 mile northeast of the Main Library. City administrative services are located at One Manchester Boulevard, approximately 0.15 mile west of the project site. The project site's residents, employees, and customers/visitors could use the City's library services and City administrative services. However, the incremental increase in use resulting from the proposed project would be minor and would not be significant

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relative to citywide demand. Thus, it is anticipated that existing library and City administrative services would accommodate any minor increase in demand due to implementation of both phases of the proposed project. As such, impacts to other public facilities in the area would be **less than significant** during construction and operation. No mitigation is required.

### References

City of Inglewood. 1995. "Open Space Element" in *Inglewood General Plan*. December 1995.

City of Inglewood. 2016. "Park Facilities & Available Amenities." Webpage. Accessed March 7, 2016. [http://www.cityofinglewood.org/depts/parks\\_recreation\\_and\\_library\\_services/park\\_facilities\\_n\\_available\\_amenities.asp](http://www.cityofinglewood.org/depts/parks_recreation_and_library_services/park_facilities_n_available_amenities.asp).

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Inglewood Police Department. 2016. "About the Inglewood Police Department." Webpage. Accessed March 7, 2016. [http://www.inglewoodpd.org/About\\_IPD.aspx](http://www.inglewoodpd.org/About_IPD.aspx).

Johnson, K. T. 2016. Request for Service Information. Letter correspondence between Kevin T. Johnson, Acting Chief, Forestry Division (Los Angeles County Fire Department – Prevention Services Bureau) and Dudek. March 29, 2016.

### 3.15 Recreation

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>



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Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 checked="" type="checkbox"/>	<input type="checkbox"/>

- 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?*

**Less Than Significant Impact.** The project site is served by the City of Inglewood Parks, Recreation and Library Services Department and its parks and recreational facilities. The City is currently served by approximately 88.6 acres of parkland (City of Inglewood 2016). The parkland deficiency identified in the General Plan still exists in the City and has been exacerbated since the time of General Plan adoption (see Section 3.14 for details).

The proposed project would result in a small increase in housing units and population and would not place substantial added demands on the City's recreational facilities or result in increased physical deterioration of any facilities. Furthermore, the proposed project would incorporate private, common, and public outdoor areas for use on the project site for residents and visitors, which would reduce demands on nearby parks. For these reasons, impacts to recreational resources under both phase of the proposed project would be **less than significant**. No mitigation is required.

- 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?*

**Less Than Significant Impact.** The proposed project includes the development of on-site recreational resources including private open space for each residential unit, a pool area, and public courtyards/plazas. All recreational facilities associated with the proposed project would be developed on-site and are evaluated as part of the proposed project. As described under item 3.15(a), both phases of the proposed project would result in minor increases in demand on the City's recreational resources and is not expected to result in the need for expanded facilities or new facilities. Accordingly, impacts involving

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construction or expansion of recreational facilities under both phases of the proposed project would be **less than significant**. No mitigation is required.

### References

City of Inglewood. 2016. "Park Facilities & Available Amenities." Webpage. Accessed March 7, 2016. [http://www.cityofinglewood.org/depts/parks\\_recreation\\_and\\_library\\_services/park\\_facilities\\_n\\_available\\_amenities.asp](http://www.cityofinglewood.org/depts/parks_recreation_and_library_services/park_facilities_n_available_amenities.asp).

### 3.16 Transportation and Traffic

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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"/>

This section provides an assessment of existing conditions in the proposed project area, including a description of site access and circulation, transit service, Congestion Management Program

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conformance, selected study intersections, study methodology, and existing traffic volumes. The evaluation of transportation impacts associated with the proposed project is based on the *Market Gateway Transportation Impact Analysis Report* (TIA) conducted by Fehr & Peers, included as Appendix G.

### **Existing Setting**

#### *Study Area*

The study area for the traffic analysis is between La Cienega Boulevard to the west and Prairie Avenue to the east, and between Manchester Boulevard to the south and Florence Avenue to the north.

#### *Existing Street System*

Arterials serving the study area include Florence Avenue, Regent Street, and Manchester Boulevard in the east-west direction and La Cienega Boulevard, La Brea Avenue, Market Street, Locust Street, Prairie Avenue, and Centinela Avenue in the north-south direction. Regional access to and from the study area is provided by Interstate 105 (I-105), I-110, and I-405. The characteristics of the analyzed streets serving the study area are listed below. The street descriptions include the existing designation under the City's General Plan Circulation Element.

#### Freeways

**I-105** is an east-west facility beginning at LAX and terminating in Norwalk. Located south of the project site, I-105 has four travel lanes and one HOV lane going east and five general travel lanes and one HOV lane going west. The posted speed limit is 65 mph. The Metro Green Line LRT route is located in the freeway median.

**I-110** is a north-south facility beginning in Pasadena and terminating in San Pedro. Located east of the project site, I-110 has four general travel lanes, two high occupancy toll (HOT) lanes, and one auxiliary lane in each direction. The HOT lanes include a designated bus only lane for transit stations located in the freeway median. The posted speed limit is 65 mph.

**I-405** is a major north-south facility beginning in the San Fernando Valley, connecting west Lost Angeles and Long Beach, and terminating in Irvine. Directly west of the project site, I-405 has four general travel lanes and one high occupancy vehicle (HOV) lane in the northern direction and five travel lanes and one HOV lane in the southern direction. The posted speed limit is 65 mph.

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### East-West Streets

**Florence Avenue** is classified as a Major Arterial roadway in the Circulation Element. Florence Avenue is an east-west facility and the main access to the project site between I-405 and I-110. Within the study area east of La Brea Avenue, Florence Avenue is divided with three lanes going east and two to three lanes going west. West of La Brea Avenue, Florence Avenue is a divided four-lane roadway. On-street parking is generally not permitted. The posted speed limit is 40 mph.

**Regent Street** is classified as a Collector roadway and is an east-west facility beginning west of Oak Street and terminating at Inglewood Park Cemetery. Regent Street is an undivided two-lane facility between Oak Street and Fir Avenue and between La Brea Avenue and Prairie Avenue, and on-street parking is permitted. It is a divided four-lane facility between Fir Avenue and La Brea Avenue, and on-street parking is not permitted along this segment. The posted speed limit is 25 mph with children present and 35 mph otherwise.

**Manchester Boulevard** is classified as a Major Arterial roadway and is an east-west facility beginning west of Pacific Coast Highway and becomes Firestone Boulevard east of I-110. South of the project site and west of Hillcrest Boulevard, Manchester Boulevard is a divided four-lane facility. East of Hillcrest Boulevard, it is a divided facility with three lanes going east and two lanes going west. On-street parking is generally permitted. The posted speed limit is 35 mph. According to Metro's Congestion Management Program for Los Angeles County, Manchester Boulevard is included in the Congestion Management Plan (CMP) Transit Monitoring Network.

### North-South Streets

**La Cienega Boulevard** is classified as a Major Arterial roadway and is a north-south facility beginning in West Hollywood and terminating in Hawthorne. It provides access to the study area through I-405, Florence Avenue, and Manchester Boulevard. Located west of the project site, La Cienega Boulevard has two general travel lanes and two left-turn only lanes in each direction. On-street parking is generally not permitted. The posted speed limit is 45 mph.

**La Brea Avenue** is classified as a Major Arterial roadway and is a north-south facility beginning in Hollywood Heights and becomes Hawthorne Boulevard south of Inglewood. Adjacent to the project site, La Brea Avenue is an undivided four-lane facility. On-street parking is generally permitted. The posted speed limit is 35 mph. La Brea Avenue is included in the CMP Transit Monitoring Network.

**Market Street** is classified as a Minor Arterial Roadway and is a north-south facility beginning at Florence Avenue and becomes La Brea Avenue. Located directly east of the project site,

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Market Street is a divided two lane facility. On-street parking is permitted. The speed limit is prima facie 25 mph.

**Locust Street** is a Local roadway and is a north-south facility beginning at Florence Avenue and terminating at the intersection of Hillcrest Boulevard and Nutwood Street. Located east of the project site, Locust Street is an undivided two-lane facility. On-street parking is generally permitted. The posted speed limit is 30 mph.

**Prairie Avenue** is classified as a Major Arterial roadway and is a north-south facility beginning at Florence Avenue and becomes Madrona Avenue in Torrance. Located east of the project site and adjacent to Inglewood Park Cemetery, Prairie Avenue is a divided four-lane facility. On-street parking is not permitted. The posted speed limit is 40 mph.

**Centinela Avenue** is classified as a Major Arterial roadway and is a north-south facility beginning in Mar Vista and terminating at Florence Avenue. Located north of the project site, Centinela Avenue is a divided four-lane facility. On-street parking is generally permitted. The posted speed limit is 40 mph.

### ***Existing Public Bus Transit Service***

Figure TRF-1 (Transit Facilities) shows the various transit lines providing service in the project vicinity. These lines are operated by Metro. Six routes stop at the Inglewood Transit Center located directly south of the project site: Metro 40, 111, 311, 442, 607, and 740. As described in Section 1.4 of this IS/MND, plans are currently being created for the Downtown Inglewood Metro Station of the Metro Crenshaw/LAX LRT line. The existing bus routes in the project area are described in detail below:

#### **Local Fixed Routes**

**Metro Line 40** is a north-south route beginning at Union Station in downtown Los Angeles and terminating at the South Bay Galleria Transit Center in Redondo Beach. Near the project site, Line 40 operates along Florence Avenue and La Brea Avenue with 10-minute to 60-minute headways on weekdays and 15-minute to 60-minute headways on weekends and holidays.

**Metro Line 110** is an east-west route beginning at E.A. Way & Jefferson in Playa Vista and terminating at Granger & Florence in Bell Gardens. Near the project site, Line 110 operates along Centinela Avenue and Hyde Park Boulevard with 20 minute to 60 minute headways on weekdays and 25-minute to 60-minute headways on weekends and holidays.

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**Metro Lines 111/311** are east-west routes beginning at the LAX City Bus Center and terminating at the Norwalk Station in Norwalk. Near the study area, Lines 111/311 operate along La Brea Avenue and stop at the Inglewood Transit Center with 10-minute to 60-minute headways on weekdays, while Line 111 operates with 15-minute to 60-minute headways on weekends and holidays.

**Metro Line 115** is an east-west route beginning at Pacific & Culver in Playa Del Rey and terminating at the Norwalk Station in Norwalk. Near the project site, Line 115 operates along Manchester Boulevard at 10-minute to 60-minute headways on weekdays and 15-minute to 60-minute headways on weekends and holidays.

**Metro Line 210** is a north-south route beginning at Vine & Hollywood in Hollywood and terminating at the South Bay Galleria Transit Center in Redondo Beach. Near the project site, Line 210 operates along Crenshaw Boulevard at 10-minute to 60-minute headways on weekdays and 15-minute to 60-minute headways on weekends and holidays.

**Metro Lines 211/215** are north-south routes that begin at the South Bay Galleria Transit Station in Redondo Beach with Line 211 terminating at Inglewood & Century in Inglewood and Line 215 terminating at the Redondo Beach Station in Redondo Beach. Near the project site, Lines 211/215 operate along Prairie Avenue and Inglewood Avenue at 30-minute to 40-minute headways between 5:55 a.m. and 9:25 a.m. and 3:00 p.m. and 7:40 p.m. on weekdays.

**Metro Lines 212/312** are north-south routes that begin at the Hollywood/Vine Station in Hollywood and terminate at the Hawthorne/Lennox Station in Hawthorne. Near the project site, Lines 212/312 operate along La Brea Avenue at 5-minute to 30-minute headways on weekdays, which Line 212 operates at 20 to 60 minute headways on weekends and holidays.

**Metro Line 442** is a north-south route that begins at Union Station in Los Angeles and terminates at the Hawthorne/Lennox Station in Hawthorne. Near the project site, Line 442 operates along Manchester Avenue at 25-minute to 40-minute intervals between 5:45 a.m. and 8:40 a.m. and 3:45 p.m. and 7:15 p.m. on weekdays.

### Shuttles and Circulators

Metro shuttles and circulators provide local service within one or two adjacent neighborhoods and jurisdictions. Metro Line 607 is a shuttle that operates in the project vicinity. This line is a loop route that begins at the Inglewood Transit Center in Inglewood and goes clockwise with major stops at Slauson & La Brea in Windsor Hills and at Crenshaw & 54th in Los Angeles. Near the project site, Line 607 operates along La Brea Avenue at 50-minute to 60-minute headways between 5:45 AM and 10:15 AM and 2:45 PM and 7:25 PM on weekdays.

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### Metro Rapid Service

**Metro Line 710** is a north-south route that begins at the Wilshire/Western Purple Line Station in Los Angeles and terminates at the South Bay Galleria Transit Center in Redondo Beach. Near the project site, Line 710 operates along Crenshaw Boulevard at 10-minute to 30-minute headways on weekdays and 10-minute to 20-minute headways on Saturdays.

**Metro Line 740** is a north-south route that begins at the Expo/Crenshaw Station and terminates at the South Bay Galleria Transit Center in Redondo Beach. Near the project site, Line 740 operates along Florence Avenue and La Brea Avenue at 15-minute to 30-minute headways on weekdays and Saturdays and stops at the Inglewood Transit Center.

### *Existing Bike Facilities*

The City has three bicycle route classifications: Type I, a paved bike path that is physically separated from the roadway; Type II, a specifically striped lane within the roadway, usually along the curb; and Type III, a street that has been designated as a bicycle route with no physical changes to accommodate cyclists other than the posting of “bike route” signs to identify the existence of the route. The only existing bicycle facilities near the project site are Type II and Type III bicycle routes on Florence Avenue from Centinela Avenue to West Boulevard and a Class I bike trail within Edward Vincent Junior Park.

### *Existing Pedestrian Facilities*

The pedestrian network in the study area generally consists of sidewalks, pedestrian crosswalks, and pedestrian crossing controls. Adjacent to the project site, the sidewalks are generally continuous with parkway trees and crosswalk markings. Major intersections in the study area generally have striped crosswalks, but there is no consistent system of markings among the intersections. For example, both Queen Street and Market Street between La Brea Avenue and Locust Street demonstrate three different types of crosswalks between three adjacent intersections. Certain crosswalks are also equipped with high visibility crosswalk markings. However, minor intersections tend to have no crosswalk markings at all in the project area.

### *Congestion Management Program Compliance*

The CMP is a state-mandated program that was enacted by the State Legislature with the passage of Proposition 111 in 1990. The program is intended to address the impact of local growth on the regional transportation system. The CMP impact criteria apply for analysis of both freeway and intersection monitoring locations. The CMP locations in the study area are the intersections of La Brea Avenue & Manchester Boulevard. The CMP mainline freeway monitoring stations closest

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to the Project site is the I-405 freeway mainline. The CMP traffic impact analysis guidelines require that freeway monitoring locations must be examined if the proposed project will add 150 or more trips (in either direction) during either the weekday AM or PM peak periods. Relative to intersection monitoring locations, the CMP traffic impact analysis guidelines establish that a significant project impact occurs when a certain threshold is exceeded. If the proposed project were to increase traffic demand on a CMP facility by 2% of capacity (volume-to-capacity ratio  $[V/C] \geq 0.02$ ), causing a level of service (LOS) F ( $V/C > 1.00$ ), a significant impact would occur. If the CMP facility is already at LOS F, a significant impact would occur if the proposed project increases traffic demand on a CMP facility by 2% of capacity ( $V/C \geq 0.02$ ). The proposed project's impacts on the intersections of La Brea Avenue & Manchester Boulevard are analyzed using these thresholds under item 3.16(b) below.

### *Study Intersections*

Fehr & Peers worked with City staff to identify 12 study intersections for analysis. The study area consists of major intersections along Florence Avenue, Regent Street, and Manchester Boulevard. The 12 intersections that were chosen for analysis as part of the traffic analysis are as follows:

1. La Cienega Boulevard & Florence Avenue
2. Florence Avenue & La Brea Avenue
3. Florence Avenue & Market Street
4. Florence Avenue & Locus Street
5. Florence Avenue & Hillcrest Boulevard
6. Florence Avenue & Centinela Avenue
7. Florence Avenue & Prairie Avenue
8. La Brea Avenue & Regent Street
9. Market Street & Regent Street
10. La Brea Avenue & Manchester Boulevard
11. Manchester Boulevard & Market Street
12. Manchester Boulevard & Prairie Avenue

### **Traffic Impact Analysis Methodology**

The traffic analysis of this project was evaluated in accordance with the Los Angeles County guidelines using the Intersection Capacity Utilization (ICU). The ICU methodology is the consistent approach for evaluating signalized intersection operations in Los Angeles County and



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the City of Inglewood. It reports the V/C ratio at the intersection, which evaluates the critical movements for each signal and compares that to the critical movement capacity of the intersection. LOS reports are provided in Appendix G.

Based on the V/C findings, the methodologies assign a qualitative letter grade that represents the operations of the intersection. These grades range from LOS A (minimal delay) to LOS F (excessive congestion). LOS E represents at-capacity operations. Descriptions of the LOS letter grades for intersections are provided in Table 3.16-1 (Intersection Level of Service Criteria).

**Table 3.16-1  
Intersection Level of Service Criteria**

Level of Service	Description	Signalized Intersections Volume-to-Capacity (V/C) Ratio
A	Signalized: Operations with very low delay occurring with favorable progression and/or short cycle length. Unsignalized: Little or no delay.	0.000-0.600
B	Signalized: Operations with low delay occurring with good progression and/or short cycle lengths. Unsignalized: Short traffic delays.	0.601-0.700
C	Signalized: Operations with average delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures begin to appear. Unsignalized: Average traffic delays.	0.701-0.800
D	Signalized: Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, or high V/C ratios. Many vehicles stop and individual cycle failures are noticeable. Unsignalized: Long traffic delays.	0.801-0.900
E	Signalized: Operations with high delay values indicating poor progression, long cycle lengths, and high V/C ratios. Individual cycle failures are frequent occurrences. Unsignalized: Very long traffic delays.	0.901-1.000
F	Signalized: Operation with delays unacceptable to most drivers occurring due to over saturation, poor progression, or very long cycle lengths. Unsignalized: Extreme traffic delays with intersection capacity exceeded.	Greater than 1.000

Source: Los Angeles County Congestion Management Plan (2010)

### Impact Criteria and Thresholds

The 12 signalized intersections within the study area are all within the City of Inglewood. Significance criteria established by Los Angeles County were used to assess the potential for significant project impacts at the intersections. Under the Los Angeles County Traffic Impact Analysis guidelines, an intersection would be significantly impacted with an increase in V/C

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ratio equal to or greater than 0.04 for intersections operating at LOS C, equal to or greater than 0.02 for intersections operating at LOS D, and equal to or greater than 0.01 for intersections operating at LOS E or F after the addition of project traffic. Intersections operating at LOS A or B after the addition of project traffic are not considered significantly impacted regardless of the increase in V/C ratio. Table 3.16-2 (Impact Criteria) summarizes the impact criteria.

**Table 3.16-2  
Impact Criteria**

LOS	Final V/C Ratio	Project Related Increase in V/C
C	>0.701 - 0.800	equal to or greater than 0.040
D	> 0.801 - 0.900	equal to or greater than 0.020
E or F	> 0.901	equal to or greater than 0.010

If a City of Inglewood intersection is significantly impacted, mitigation is needed to improve the “plus project” V/C ratio increase to be less than the specified criteria.

### *Traffic Impact Analysis Scenarios*

The study assumes that the proposed project would be completed by year 2019 and is directed at analyzing the potential project-generated traffic impact on the local street system for the project under existing, construction, and future year traffic conditions. The following traffic scenarios have been developed and analyzed as part of this study, consistent with the Los Angeles County CMP requirements:

- Existing (2016) Conditions – Consists of existing (December 2015 and January 2016) counts collected at the study intersections.
- Existing (2016) Plus Project Conditions – Project trips were assigned to the study intersections on top of the existing counts.
- Construction Year (2018) Conditions – A 1% per year growth rate was applied to the existing counts along with traffic generated from local pending and approved development projects.
- Construction Year (2018) Plus Project Conditions – Construction traffic trips were assigned to the study intersections on top of the Construction Year (2018) Conditions.
- Opening Year (2019) Conditions – A 1% per year growth rate was applied to the existing counts along with expected traffic generated from local pending and approved development projects.

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- Opening Year (2019) Plus Project Conditions – Project trips were assigned to the study intersections on top of the Opening Year (2019) Conditions.

### Existing (2016) Conditions

This section presents Existing (2016) base peak hour traffic volumes and analyzes the operating conditions at each, indicating the existing V/C ratios and LOS for the study area intersections. Weekday AM and PM peak hour turning movement counts were collected at the study intersections on December 9, 2015, and January 12, 2016. Field observations and lane configuration data were collected on February 17, 2016. Existing weekday morning and afternoon peak hour traffic counts at the study intersections are provided in Appendix G.

The existing traffic volumes and lane configurations collected in the field were used to analyze operations at the study intersections for existing AM and PM peak hour conditions, using the ICU methodologies described above. The results are summarized in Table 3.16-3 (Intersection Level of Service Existing (2016) Conditions without Project). LOS results are provided in Appendix G. Existing traffic volumes and lane configurations are shown in Figure TRF-2 (Existing (2016) Peak Hour Traffic Volumes and Lane Configurations).

**Table 3.16-3  
Intersection Level of Service Existing (2016) Conditions without Project**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.870	D	0.880	D
2. Florence Avenue & La Brea Avenue	Signal	0.833	D	0.790	C
3. Florence Avenue & Market Street	Signal	0.455	A	0.488	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.489	A	0.560	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.532	A	0.570	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.966</b>	<b>E</b>	0.796	C
7. Florence Avenue & Prairie Avenue	Signal	<b>0.949</b>	<b>E</b>	0.877	D
8. La Brea Avenue & Regent Street	Signal	0.737	C	0.609	B
9. Market Street & Regent Street	Signal	0.466	A	0.473	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.783	C	0.787	C
11. Manchester Boulevard & Market Street	Signal	0.537	A	0.591	A
12. Manchester Boulevard & Prairie Avenue	Signal	<b>0.926</b>	<b>E</b>	<b>0.974</b>	<b>E</b>

**Notes:**

1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

2 Intersections operating below acceptable LOS are shown in **bold**.

Source: Fehr & Peers, 2016

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As shown in Table 3.16-3 (Intersection Level of Service Existing (2016) Conditions without Project), the following three intersections operate at LOS E or worse during one or more peak hours for Existing (2016) conditions:

- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS E)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS E), PM Peak Hour (LOS E)

### **Future Traffic Conditions (2018 and 2019)**

To evaluate the potential impacts of the proposed project for the Construction Year (2018) and the Opening Year (2019) conditions, it was necessary to develop estimates of future traffic conditions in the area both without and with project traffic. First, estimates of traffic growth were developed for the study area to forecast future conditions without the project. These forecasts included traffic increases as a result of both regional ambient traffic growth and traffic generated by specific developments in the vicinity of the project (related projects). These projected traffic volumes represent the future study year conditions without the proposed project. The traffic volumes projected for the Construction Year (2018) and Opening Year (2019) take into account the expected changes in traffic over existing conditions from two primary sources: ambient growth in the existing traffic volumes due to the effects of overall regional growth and development outside the study area, and traffic generated by specific development projects in, or in the vicinity of, the study area. The methods used to account for these factors are described below.

#### ***Background or Ambient Growth***

Based on historic trends, an ambient growth factor of one percent per year was applied to adjust the existing base year traffic volumes to reflect the effects of regional growth and development. This adjustment was applied to the existing traffic volume data (2016) to reflect the effect of ambient growth by the years 2018 and 2019.

#### ***Related Projects Traffic Generation and Assignment***

Future base traffic forecasts include the effects of specific projects, called related projects, expected to be implemented in the vicinity of the project site prior to the build out date of the proposed project. The list of related projects was prepared based on data from the City Planning Division. A total of 26 related projects were provided by the City, however only 11 related projects produce any trips and are within a 1.5-mile radius of the project site, as outlined in the Los Angeles County traffic impact analysis guidelines. These projects are listed in Table 3.16-4 (Related Project Trip Generation) and shown in Figure TRF-3 (Related Projects).

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### Trip Generation

Trip generation estimates for the related projects were calculated using a combination of previous study findings, publicly available environmental documentation, and the trip generation rates contained in *Trip Generation, 9th Edition* (Institute of Transportation Engineers [ITE], 2012). Table 3.16-4 (Related Project Trip Generation) presents the resulting trip generation estimates for these related projects. These projections are conservative in that they do not in every case account for either the existing uses to be removed or the possible use of non-motorized travel modes (transit, walking, etc.).

**Table 3.16-4  
Related Project Trip Generation**

ID	Project	Location	Project Open by Year	AM In	AM Out	PM In	PM Out
3	Barbering and Cosmetology School	242-246 N. Market Street	2018	5	1	4	2
4	12 New Condominium Units	501 E. 99th Street	2018	1	4	4	2
6	4 New Residential Condominiums	124 W. Beach Avenue	2018	0	2	1	1
7	12 New Residential Apartment Units	704 N. Market Street	2018	1	4	4	2
8	New Senior Center	111 N. Locust Street	2018	48	24	47	49
9	4 New Residential Condominiums	664 E. Manchester Boulevard	2018	0	2	1	1
11	7 New Apartment Units	125 E. Spruce Avenue	2018	1	3	3	1
13	New Manufacturing/Warehouse Building with Office Space	234 W. Hyde Park Boulevard	2018	92	24	39	76
25	Repair Shop with Electrical Yard Expansion	555 W. Hardy Street	2018	14	5	10	14
26	Hollywood Park <sup>1</sup>	1050 S. Prairie Avenue	2019	588	1,016	340	0 <sup>2</sup>
27	40 unit Senior Housing Facility	Southeast Corner of Eucalyptus & Lime	2018	4	2	2	4

**Notes:**

- 1 Trip Generation obtained from the approved Hollywood Park Environmental Impact Report (EIR).
- 2 The Hollywood Park EIR reports a negative trip generation, however for the purposes of this study, the analysis uses 0 to be conservative.

Source: Fehr & Peers, 2016

### Trip Distribution

The geographic distribution of the traffic generated by the related projects is dependent on several factors. These factors include the type and density of the proposed land uses, the geographic

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distribution of population from which employees and potential patrons of proposed commercial developments may be drawn, the locations of employment and commercial centers to which residents of residential projects may be drawn, and the location of the projects in relation to the surrounding street system. For purposes of this study, the related project trip distribution is the same distribution used for the project trips, which is characterized below under item 3.16(a).

### Traffic Assignment

Using the estimated trip generation and trip distribution patterns described above, traffic generated by the related projects was assigned to the street network.

### *Construction Year (2018) Traffic Conditions*

The Construction Year (2018) traffic volumes include the one percent per year growth rate on top of existing counts and additional traffic from related projects. With the exception of Hollywood Park, all related projects are expected to open by 2018. The resulting volumes are shown in Figure TRF-4 (Construction Year (2018) Peak Hour Traffic Volumes and Lane Configurations). Intersection LOS results are summarized in Table 3.16-5 (Intersection Level of Service Construction Year (2018) Conditions Without Project Construction Trips).

**Table 3.16-5  
Intersection Level of Service Construction Year (2018)  
Conditions Without Project Construction Trips**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.886	D	<b>0.910</b>	<b>E</b>
2. Florence Avenue & La Brea Avenue	Signal	0.856	D	0.814	D
3. Florence Avenue & Market Street	Signal	0.462	A	0.497	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.501	A	0.580	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.544	A	0.583	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.992</b>	<b>E</b>	0.818	D
7. Florence Avenue & Prairie Avenue	Signal	<b>0.967</b>	<b>E</b>	<b>0.904</b>	<b>E</b>
8. La Brea Avenue & Regent Street	Signal	0.770	C	0.631	B
9. Market Street & Regent Street	Signal	0.478	A	0.496	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.823	D	0.816	D
11. Manchester Boulevard & Market Street	Signal	0.569	A	0.617	B
12. Manchester Boulevard & Prairie Avenue	Signal	<b>0.949</b>	<b>E</b>	<b>1.000</b>	<b>F</b>

**Notes:**

1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

2 Intersections operating below acceptable LOS are shown in bold.

Source: Fehr & Peers, 2016

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As shown in Table 3.16-5 (Intersection Level of Service Construction Year (2018) Conditions Without Project Construction Trips), the following four intersections operate at LOS E or worse during one or more peak hours for Construction Year (2018) conditions:

- La Cienega Boulevard & Florence Avenue – PM Peak Hour (LOS E)
- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS E), PM Peak Hour (LOS E)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS F), PM Peak Hour (LOS F)

### *Opening Year (2019) Traffic Conditions*

The Opening Year (2019) traffic volumes include the one percent per year growth rate on top of existing counts and additional traffic from related projects. The resulting volumes are shown in Figure TRF-5 (Opening Year (2019) Peak Hour Traffic Volumes and Lane Configuration). Intersection LOS results are summarized in Table 3.16-6 (Intersection Level of Service Opening Year (2019) Conditions without Project Operation Trips).

### Roadway Improvements

The following roadway improvements were assumed for analysis for Opening Year (2019) conditions, as provided by the City of Inglewood Public Works Department. These improvements would occur with or without the proposed project.

- Market Street & Florence Avenue
  - Modify the eastbound approach from having two through lanes and one right turn lane, to having two through lanes and a shared through-right turn lane.
- Locust Street & Florence Avenue
  - Modify the northbound approach from having a shared left-right lane, to having a shared left-through-right lane.
  - Addition of a shared left-through-right lane on the southbound approach.
  - Modify the eastbound approach from having two through lanes and a right turn lane, to having a left turn lane, two through lanes, and a shared through-right turn lane.
  - Modify the westbound approach from having one left turn lane and two through lanes, to having one left turn lane, two through lanes, and one right turn lane.
  - Signalization of the intersection.

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- Hillcrest Boulevard & Florence Avenue
  - Modify the eastbound approach from having two through lanes and a right turn lane, to having three through lanes and a right turn lane.
- Centinela Avenue & Florence Avenue
  - Modify the southbound approach from having two left turn lanes and a right turn lane, to having two left turn lanes, a shared left-right lane, and a right turn lane.
  - Modify the eastbound approach from having a left turn lane and two through lanes, to having two left turn lanes and three through lanes.
  - Modify the westbound approach from having two through lanes and two right turn lanes, to having three through lanes and two right turn lanes.
- Prairie Avenue & Florence Avenue
  - Modify the eastbound approach from having two through lanes and a right turn lane, to having three through lanes and a right turn lane.

**Table 3.16-6**

**Intersection Level of Service Opening Year (2019) Conditions without Project Operation Trips**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.894	D	<b>0.919</b>	E
2. Florence Avenue & La Brea Avenue	Signal	0.895	D	0.822	D
3. Florence Avenue & Market Street	Signal	0.466	A	0.400	A
4. Florence Avenue & Locust Street	Signal	0.504	A	0.480	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.549	A	0.476	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.914</b>	E	0.642	B
7. Florence Avenue & Prairie Avenue	Signal	<b>1.049</b>	F	0.873	D
8. La Brea Avenue & Regent Street	Signal	0.794	C	0.647	B
9. Market Street & Regent Street	Signal	0.482	A	0.500	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.862	D	0.834	D
11. Manchester Boulevard & Market Street	Signal	0.575	A	0.621	B
12. Manchester Boulevard & Prairie Avenue	Signal	<b>1.046</b>	F	<b>1.050</b>	F

**Notes:**

1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

2 Intersections operating below acceptable LOS are shown in **bold**.

Source: Fehr & Peers, 2016



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As shown in Table 3.16-6 (Intersection Level of Service Opening Year (2019) Conditions without Project Operation Trips), the following four intersections operate at LOS E or worse during one or more peak hours for Opening Year (2019) conditions:

- La Cienega Boulevard & Florence Avenue – PM Peak Hour (LOS E)
- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS F)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS F), PM Peak Hour (LOS F)

### Impact Analyses

- a) *Would the project 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?*

#### Construction

**Less Than Significant Impact.** Proposed project construction activities are expected to occur during the construction of the mixed-use structure on the D3 Site (Phase I) and the construction of commercial and parking uses on the Market Street Sites (Phase II). Construction activities would include partial demolition of existing structures (Phase II only), grading of each lot, construction material deliveries, and construction of the proposed new structures. For the purposes of the traffic analysis, the construction period is conservatively assumed to extend from February 2017 to February 2019 for Phase I construction and September 2017 to February 2019 for Phase II construction. During both Phase I and Phase II, construction would generate traffic from construction worker travel and trucks arriving to the project site to deliver construction materials and trucks departing from the project site to remove debris generated by on-site demolition/grading activities. Construction worker parking is expected to occur on-site. Both the number of construction workers and trucks would vary throughout the construction process in order to maintain a reasonable schedule of completion.

Fehr & Peers worked with the project applicant, construction project manager, and City of Inglewood to determine the worst-case construction passenger car equivalent trip generation scenario. It was estimated that the busiest construction day would involve 20 trucks during, at minimum, a four-hour period. Therefore, five construction trucks per

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hour (with a passenger car equivalent factor of 3.0) were forecast to access the project site during either peak hour. During the Construction Year (2018), 15 inbound and outbound trips are added to the network during the AM and PM peak periods. The dedicated construction route is assumed to be along Manchester Boulevard, with access to the project site from La Brea Avenue. The construction trucks are assumed to access the City from the south using I-405.

Construction truck traffic volumes were added to the Construction Year (2018) traffic projections that are shown in the “Future Traffic Conditions without Project” section above, resulting in construction year (2018) plus construction truck peak hour traffic volumes. The resulting volumes are shown in Figure TRF-6 (Construction Year (2018) Plus Project Peak Hour Traffic Volumes and Lane Configurations). Intersection LOS results are summarized in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions). Construction year (2018) conditions without the project, as shown in Table 3.16-5 (Intersection Level of Service Construction Year (2018) Conditions Without Project Construction Trips), were compared to the results shown in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions). The significance criteria were then applied, as shown in Table 3.16-8 (Construction Year (2018) Plus Project Impacts Analysis), to determine whether Phase I and Phase II of project construction would have a significant impact on the study area intersections. In accordance with the City of Inglewood significance criteria, only intersections that would operate at LOS D or lower with project-added traffic are analyzed for significant impacts.

**Table 3.16-7  
Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.886	D	<b>0.910</b>	<b>E</b>
2. Florence Avenue & La Brea Avenue	Signal	0.856	D	0.814	D
3. Florence Avenue & Market Street	Signal	0.462	A	0.497	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.501	A	0.580	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.544	A	0.583	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.992</b>	<b>E</b>	0.818	D
7. Florence Avenue & Prairie Avenue	Signal	<b>0.967</b>	<b>E</b>	<b>0.904</b>	<b>E</b>
8. La Brea Avenue & Regent Street	Signal	0.770	C	0.631	B
9. Market Street & Regent Street	Signal	0.478	A	0.496	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.823	D	0.816	D

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hour (with a passenger car equivalent factor of 3.0) were forecast to access the project site during either peak hour. During the Construction Year (2018), 15 inbound and outbound trips are added to the network during the AM and PM peak periods. The dedicated construction route is assumed to be along Manchester Boulevard, with access to the project site from La Brea Avenue. The construction trucks are assumed to access the City from the south using I-405.

Construction truck traffic volumes were added to the Construction Year (2018) traffic projections that are shown in the “Future Traffic Conditions without Project” section above, resulting in construction year (2018) plus construction truck peak hour traffic volumes. The resulting volumes are shown in Figure TRF-6 (Construction Year (2018) Plus Project Peak Hour Traffic Volumes and Lane Configurations). Intersection LOS results are summarized in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions). Construction year (2018) conditions without the project, as shown in Table 3.16-5 (Intersection Level of Service Construction Year (2018) Conditions Without Project Construction Trips), were compared to the results shown in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions). The significance criteria were then applied, as shown in Table 3.16-8 (Construction Year (2018) Plus Project Impacts Analysis), to determine whether Phase I and Phase II of project construction would have a significant impact on the study area intersections. In accordance with the City of Inglewood significance criteria, only intersections that would operate at LOS D or lower with project-added traffic are analyzed for significant impacts.

**Table 3.16-7  
Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.886	D	<b>0.910</b>	E
2. Florence Avenue & La Brea Avenue	Signal	0.856	D	0.814	D
3. Florence Avenue & Market Street	Signal	0.462	A	0.497	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.501	A	0.580	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.544	A	0.583	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.992</b>	E	0.818	D
7. Florence Avenue & Prairie Avenue	Signal	<b>0.967</b>	E	<b>0.904</b>	E
8. La Brea Avenue & Regent Street	Signal	0.770	C	0.631	B
9. Market Street & Regent Street	Signal	0.478	A	0.496	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.823	D	0.816	D

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**Table 3.16-7**

**Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
11. Manchester Boulevard & Market Street	Signal	0.569	A	0.617	B
12. Manchester Boulevard & Prairie Avenue	Signal	<b>0.949</b>	<b>E</b>	<b>1.000</b>	<b>F</b>

**Notes:**

1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

2 Intersections operating below acceptable LOS are shown in **bold**.

Source: Fehr & Peers, 2016

As shown in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions), the following four intersections operate at LOS E or worse during one or more peak hours for Construction Year (2018) Plus Project conditions:

- La Cienega Boulevard & Florence Avenue – PM Peak Hour (LOS E)
- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS E), PM Peak Hour (LOS E)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS F), PM Peak Hour (LOS F)

**Table 3.16-8**

**Construction Year (2018) Plus Project Impacts Analysis**

Intersection	Control	Peak Hour	Construction Year (2018)		Construction Year (2018) Plus Project			Significant Impact?
			V/C	LOS	V/C	LOS	Project Change	
1. La Cienega Boulevard & Florence Avenue	Signal	AM	0.886	D	0.886	D	0.000	No
		PM	0.910	E	0.910	E	0.000	No
2. Florence Avenue & La Brea Avenue	Signal	AM	0.856	D	0.856	D	0.000	No
		PM	0.814	D	0.814	D	0.000	No
10. La Brea Avenue & Manchester Boulevard	Signal	AM	0.832	D	0.832	D	0.000	No
		PM	0.816	D	0.816	D	0.000	No
12. Manchester Boulevard & Prairie Avenue	Signal	AM	0.949	E	0.949	E	0.000	No
		PM	1.000	F	1.000	F	0.000	No

**Notes:**

1 V/C for signalized intersections based on application of Intersection Capacity Utilization methodology using KICU spreadsheets. V/C = Volume / Capacity Ratio.

Source: Fehr & Peers, 2016

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As shown in Table 3.16-8 (Construction Year (2018) Plus Project Impacts Analysis), the addition of construction traffic during Phase I and Phase II would not cause a significant impact at any of the study intersections under the significance thresholds used by the City. As such, project construction during both phases would not conflict with City policy for measures of effectiveness for the performance of the vehicular circulation system. Impacts would be **less than significant**. No mitigation is required.

### Operation

#### *Less Than Significant Impact.*

#### Operation Trip Generation and Distribution

The proposed project will generate additional vehicular travel in the study area. Project trip generation estimates were calculated by Fehr & Peer and took into account the mixed-use nature of the project and passby reductions. See Appendix G for details regarding the trip generation estimates and calculation methodology. Based on the methodologies described in Appendix G, the proposed project is estimated to generate an estimated net external 5,350 daily trips, including 348 trips (187 inbound/161 outbound) during the AM peak hour and 506 trips (273 inbound/233 outbound) during the PM peak hour.

Based on the trip generation and trip distribution estimates developed and described above, project trips were assigned to the study area roadway network. The assignment of “project only” trips for the development is shown in Figure TRF-7 (Project Only Traffic Volumes). The D3 Site has multiple driveways, so trips were assigned based on the associated land use. All residential trips enter and exit the D3 Site using the residential driveway, located at the D3 site along Market Street. The commercial uses and transit center parking access to the D3 Site is proposed at a right-in/right-out driveway from Florence Avenue and a full access driveway from Regent Street. The Market Street Sites’ commercial trips enter and exit the project site using Market Street. The parking structure at 140/150 Market Street would contain an ingress/egress driveway.

#### Existing (2016) Conditions

The existing conditions in the project study area are described in the “Existing (2016) Conditions without Project” section above and are shown in Table 3.16-3 Intersection Level of Service Existing (2016) Plus Project Conditions and Figure TRF-2 (Existing (2016) Peak Hour Traffic Volumes and Lane Configurations). As shown in Table 3.16-3 (Intersection Level of Service Existing (2016) Conditions without Project), three of the twelve study area intersections operate at LOS E or worse during one or more peak hours.

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### Existing (2016) Plus Project

The estimated project traffic was added to the Existing (2016) traffic volumes to estimate Existing (2016) Plus Project traffic volumes. Existing (2016) Plus Project volumes are shown in Figure TRF-8 (Existing (2016) Plus Project Peak Hour Traffic Volumes and Lane Configurations). Intersection LOS results for existing plus project conditions are summarized in Table 3.16-9 (Intersection Level of Service Existing (2016) Plus Project Conditions). Existing (2016) conditions without the project, as shown in Table 3.16-3 (Intersection Level of Service Existing (2016) Plus Project Conditions), were compared to the results shown in Table 3.16-9 (Intersection Level of Service Existing (2016) Plus Project Conditions). These were then applied, as shown in Table 3.16-10 (Existing (2016) Plus Project Impact Analysis). In accordance with the City of Inglewood significance criteria, only intersections that would operate at LOS D or lower with project-added traffic are analyzed for significant impacts.

**Table 3.16-9  
Intersection Level of Service Existing (2016) Plus Project Conditions**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	0.877	D	0.889	D
2. Florence Avenue & La Brea Avenue	Signal	0.839	D	0.804	D
3. Florence Avenue & Market Street	Signal	0.471	A	0.557	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.504	A	0.577	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.546	A	0.587	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.966</b>	<b>E</b>	0.796	C
7. Florence Avenue & Prairie Avenue	Signal	<b>0.949</b>	<b>E</b>	0.895	D
8. La Brea Avenue & Regent Street	Signal	0.754	C	0.662	B
9. Market Street & Regent Street	Signal	0.519	A	0.552	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.783	C	0.801	D
11. Manchester Boulevard & Market Street	Signal	0.582	A	0.637	B
12. Manchester Boulevard & Prairie Avenue	Signal	<b>0.929</b>	<b>E</b>	<b>0.983</b>	<b>E</b>

**Notes:**

- 1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.
- 2 Intersections operating below acceptable LOS are shown in bold.

Source: Fehr & Peers, 2016

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As shown in Table 3.16-9 (Intersection Level of Service Existing (2016) Plus Project Conditions), the following three intersections operate at a LOS E or worse during one or more peak hours for Existing (2016) conditions:

- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS E)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS E), PM Peak Hour (LOS E)

**Table 3.16-10  
Existing (2016) Plus Project Impact Analysis**

Intersection	Control	Peak Hour	Existing (2016)		Existing (2016) Plus Project			Significant Impact?
			V/C	LOS	V/C	LOS	Project Change	
2. Florence Avenue & La Brea Avenue	Signal	AM	0.833	D	0.839	D	0.006	No
		PM	0.790	C	0.804	D	0.014	No
10. La Brea Avenue & Manchester Boulevard	Signal	AM	0.783	C	0.783	D	0.000	No
		PM	0.787	C	0.801	D	0.014	No
12. Manchester Boulevard & Prairie Avenue	Signal	AM	0.926	E	0.929	E	0.003	No
		PM	0.974	E	0.983	E	0.009	No

**Notes:**

<sup>1</sup> V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

Source: Fehr & Peers, 2016

As shown in Table 3.16-10 (Existing (2016) Plus Project Impact Analysis), the addition of project traffic will not cause a significant impact at any of the study intersections for Existing (2016) Plus Project conditions.

### Opening Year (2019) Conditions

The existing conditions in the project study area are described in the “Future Traffic Conditions” section above, and are shown in Table 3.16-6 (Intersection Level of Service Opening Year (2019) Conditions without Project Operation Trips) and Figure TRF-5 (Opening Year (2019) Peak Hour Traffic Volumes and Lane Configuration). As shown in Table 3.16-6 (Intersection Level of Service Opening Year (2019) Conditions without Project Operation Trips), four of the twelve study area intersections operate at LOS E or worse during one or more peak hours.

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### Opening Year (2019) Plus Project

The estimated project traffic was added to the Opening Year (2019) traffic volumes to estimate Opening Year (2019) Plus Project traffic volumes. Opening Year (2019) Plus Project volumes are shown in Figure TRF-9 (Opening Year (2019) Plus Project Peak Hour Traffic Volumes and Lane Configurations). Intersection LOS results for future plus project conditions are summarized in Table 3.16-11 (Intersection Level of Service Opening Year (2019) Plus Project Conditions). Construction year (2018) conditions without the project, as shown in Table 3.16-5 (Intersection Level of Service Construction Year (2018) Conditions Without Project Construction Trips), were compared to the results shown in Table 3.16-7 (Intersection Level of Service Construction Year (2018) Plus Project Construction Conditions). The significance criteria shown in Table 3.16-2 (Impact Criteria) were then applied, as shown in Table 3.16-12 (Opening Year (2018) Plus Project Impact Analysis). In accordance with the City of Inglewood significance criteria, only intersections that would operate at LOS D or lower with project-added traffic are analyzed for significant impacts.

**Table 3.16-11  
Intersection Level of Service Opening Year (2019) Plus Project Conditions**

Intersection	Control	AM Peak		PM Peak	
		V/C	LOS	V/C	LOS
1. La Cienega Boulevard & Florence Avenue	Signal	<b>0.902</b>	E	<b>0.928</b>	E
2. Florence Avenue & La Brea Avenue	Signal	<b>0.901</b>	E	0.836	D
3. Florence Avenue & Market Street	Signal	0.483	A	0.454	A
4. Florence Avenue & Locust Street	Side-Street Stop	0.518	A	0.492	A
5. Florence Avenue & Hillcrest Boulevard	Signal	0.563	A	0.488	A
6. Florence Avenue & Centinela Avenue	Signal	<b>0.914</b>	E	0.642	B
7. Florence Avenue & Prairie Avenue	Signal	<b>1.049</b>	F	0.873	D
8. La Brea Avenue & Regent Street	Signal	0.812	D	0.700	B
9. Market Street & Regent Street	Signal	0.532	A	0.575	A
10. La Brea Avenue & Manchester Boulevard	Signal	0.862	D	0.847	D
11. Manchester Boulevard & Market Street	Signal	0.619	B	0.665	B
12. Manchester Boulevard & Prairie Avenue	Signal	<b>1.049</b>	F	<b>1.059</b>	F

**Notes:**

- 1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.
- 2 Intersections operating below acceptable LOS are shown in bold.

**Source:** Fehr & Peers, 2016



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As shown in Table 3.16-11 (Intersection Level of Service Opening Year (2019) Plus Project Conditions), the following five intersections operate at LOS E or worse during one or more peak hours for Opening Year (2019) Plus Project conditions:

- La Cienega Boulevard & Florence Avenue – AM Peak Hour (LOS E), PM Peak Hour (LOS E)
- Florence Avenue & La Brea Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Centinela Avenue – AM Peak Hour (LOS E)
- Florence Avenue & Prairie Avenue – AM Peak Hour (LOS F)
- Manchester Boulevard & Prairie Avenue – AM Peak Hour (LOS F), PM Peak Hour (LOS F)

**Table 3.16-12  
Opening Year (2019) Plus Project Impact Analysis**

Intersection	Control	Peak Hour	Opening Year (2019)		Opening Year (2019) Plus Project			Significant Impact?
			V/C	LOS	V/C	LOS	Project Change	
1. La Cienega Boulevard & Florence Avenue	Signal	AM	0.894	D	0.902	D	0.008	No
		PM	0.919	E	0.928	E	0.009	No
2. Florence Avenue & La Brea Avenue	Signal	AM	0.895	D	0.901	E	0.006	No
		PM	0.822	D	0.836	D	0.014	No
6. Florence Avenue & Centinela Avenue	Signal	AM	0.914	E	0.914	E	0.000	No
		PM	0.642	B	0.642	B	0.000	No
10. La Brea Avenue & Manchester Boulevard	Signal	AM	0.862	D	0.862	D	0.000	No
		PM	0.834	D	0.847	D	0.013	No
12. Manchester Boulevard & Prairie Avenue	Signal	AM	1.046	F	1.049	F	0.003	No
		PM	1.050	F	1.059	F	0.009	No

**Notes:**

1 V/C for intersections based on application of Intersection Capacity Utilization methodology using ICU spreadsheets. V/C = Volume / Capacity Ratio.

2 Significant impacts are shown in bold.

Source: Fehr & Peers, 2016

As shown in Table 3.16-12 (Opening Year (2019) Plus Project Impact Analysis), the addition of project traffic will not cause a significant impact at any of the study intersections for Opening Year (2019) Plus Project conditions.

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In conclusion, 12 intersections were identified and analyzed in order to determine changes in operations following construction and occupancy of the proposed project during both phases. Application of the impact threshold criteria for the City of Inglewood indicates that none of the 12 study intersections would be significantly impacted by the forecast project traffic. Incremental but not significant impacts are noted at the study intersections evaluated in this analysis. As such, traffic impacts during both construction and operation of both phases of the proposed project would be **less than significant**. No mitigation is required.

- b) *Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

**Less Than Significant Impact.** As described in the “Existing Setting” section above, the CMP locations in the study area are the intersections of La Brea Avenue & Manchester Boulevard. The CMP mainline freeway monitoring stations closest to the project site is the I-405 freeway mainline. The CMP traffic impact analysis guidelines require that freeway monitoring locations must be examined if the proposed project will add 150 or more trips (in either direction) during either the weekday AM or PM peak periods at the CMP monitoring station. According to the trip generation estimates for the proposed project, as described under item 3.16(a), the project is projected to result in an increase of fewer than 150 trips for both the morning and evening peak hours at the monitoring station. Since fewer than 150 trips would be added during the AM or PM peak hours to the freeways serving the study area, no further analysis of the freeway segments is required for CMP purposes.

The CMP intersection (La Brea Avenue & Manchester Boulevard) would operate at an acceptable level during each scenario analyzed for the proposed project. Table 3.16-13 (CMP Intersection Level of Service Analysis) shows the LOS results for the CMP intersection.

**Table 3.16-13  
CMP Intersection Level of Service Analysis**

Intersection	Scenario	AM Peak		PM Peak	
		V/C <sup>1</sup>	LOS	V/C <sup>1</sup>	LOS
La Brea Avenue & Manchester Boulevard	Existing (2016)	0.783	C	0.787	C
	Existing (2016) Plus Project	0.783	C	0.801	D
	Construction Year (2018)	0.823	D	0.816	D
	Construction Year (2018) Plus Project	0.832	D	0.816	D

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**Table 3.16-13  
CMP Intersection Level of Service Analysis**

Intersection	Scenario	AM Peak		PM Peak	
		V/C <sup>1</sup>	LOS	V/C <sup>1</sup>	LOS
	Opening Year (2019)	0.862	D	0.834	D
	Opening Year (2019) Plus Project	0.862	D	0.847	D

**Notes:**

<sup>1</sup> V/C for intersections based on application of ICU spreadsheets. V/C = Volume / Capacity Ratio.

Source: Fehr & Peers, 2016

As described in the “Existing Setting” section above, the CMP traffic impact analysis guidelines establish that a significant project impact occurs when a certain threshold is exceeded. If the proposed project increases traffic demand on a CMP facility by 2% of capacity ( $V/C \geq 0.02$ ), causing LOS F ( $V/C > 1.00$ ), a significant impact would occur. If the facility is already at LOS F, a significant impact occurs when the proposed project increases traffic demand on a CMP facility by 2% of capacity ( $V/C \geq 0.02$ ).

Since neither phase of the proposed project increases the V/C ratio by more than 0.02, as outlined in the Los Angeles County CMP, there are no significant impacts to CMP facilities. Impacts would be **less than significant**. No mitigation is required.

- c) *Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

**No Impact.** As a mixed-use redevelopment project, both phases of the proposed project during construction and operation would have **no impact** on air traffic patterns in terms of air traffic levels or routes. Operations at LAX would proceed in the same manner with or without the proposed project.

- d) *Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

**Less Than Significant Impact.** As identified in Chapter 2 of this IS/MND, the proposed project would not involve modifications to existing roadways having the potential to cause a roadway hazard, nor would the proposed project construct structures that could cause transportation hazards. Access to the project site would be provided along Florence Avenue, Market Street, and Regent Street. As shown in Figure 2-1 (D3 Site - Proposed Site Plan), new driveways would be construction on the D3 Site. Additionally, a driveway would be required at the 140/150 Market Street Site to accommodate ingress/egress for the proposed parking garage at that site. The D3 Site and the 140/150

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Market Street Site are currently vacant; as such, the proposed project would introduce new driveways to the area where residents, transit users, and visitors would enter and exit. However, these driveways would be designed in accordance with City standards and are not anticipated to introduce a roadway hazard.

Phase II of the proposed project would include streetscape improvements, such as landscaping, new pavers and sidewalks, lighting, signage, and crosswalks between the D3 Site and Market Street Sites. These improvements would be designed in part to promote pedestrian use and safety (Thomas Safran & Associates 2015). As such, the streetscape improvements implemented as part of Phase II, would enhance roadway safety in the area. While the proposed project would introduce new traffic and activity to the area, for the reasons described above, impacts related to roadway hazards during both phases of the proposed project would be **less than significant**. No mitigation is required.

*e) Would the project result in inadequate emergency access?*

**Less Than Significant Impact.** Emergency vehicle access to the project site would be provided from Market Street, Regent Street, and Florence Avenue. Because the proposed project would not result in modification of the existing roadway network and would not cause significant intersection operation impacts, the proposed project would not substantially affect emergency vehicle access. The proposed project design plans for both phases would be reviewed by the City and the Los Angeles County Fire Department for compliance with accessibility requirements and adequacy of emergency vehicle access. For these reasons, implementation of both phases of the proposed project would have a **less-than-significant impact** on emergency access. No mitigation is required.

*f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

**Less Than Significant Impact.** As discussed under the “Existing Setting” section above, the only existing bicycle facilities in the City near the project site are Type II and Type III bicycle routes on Florence Avenue from Centinela Avenue to West Boulevard and a Class I bike trail within Edward Vincent Junior Park. Since there are no bicycle facilities adjacent to the project site, the project would not conflict with, or otherwise affect, the adopted City of Inglewood General Plan policies relative to bicycle facilities. While residents, employees, and visitors of the proposed project could use the nearby bike route along Florence Avenue, any minor increase in use that would occur would not alter the performance or safety of the existing bicycle network.

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As discussed under the “Existing Setting” section above, the existing pedestrian facilities near the project site consist of sidewalks, pedestrian crosswalks, and pedestrian crossing controls. Adjacent to the project site, the sidewalks are generally continuous with parkway trees and crosswalk markings. Major intersections in the study area generally have striped crosswalks, but there is no consistent system of markings among the intersections. For example, both Queen Street and Market Street between La Brea Avenue and Locust Street demonstrate three different types of crosswalks between three adjacent intersections. Certain crosswalks also have high visibility crosswalk markings. However, minor intersections tend to have no crosswalk markings at all. The project proposes sidewalks around the D3 Site, as well as streetscape improvements along Market Street. As such, the proposed project would improve pedestrian facilities in the project area and would not otherwise conflict with the City of Inglewood General Plan policies relative to pedestrian facilities.

Regarding impacts to transit, Fehr & Peers quantified the number of transit trips that are anticipated to be attributed to the increased use caused by the proposed project. The number of transit trips generated by the project was estimated by taking the peak hour trip generation (506 PM peak hour trips), multiplying by 1.4 to convert auto trips to person trips (709 person trips), and assuming that up to 3.5% of those trips could be transit trips. This results in a total potential of 25 transit PM peak hour trips generated by the project. With 11 transit routes serving the study area, this would equate to about 3 riders per route. Also, with multiple buses operating on most of the routes during the peak hours, this would result in less than one rider per transit vehicle. At an estimated increase of less than one rider per transit vehicle, the performance and safety of transit would not decrease. Furthermore, the proposed project is located adjacent to the approved but not-yet-built Downtown Inglewood Metro Station. As such, the residents, employees, and visitors of the proposed project would also be able to use the new Crenshaw/LAX LRT line. This would add an additional mode of transit to the area, further reducing any minor pressures on the existing transit system that would potentially be generated by the proposed project. Because the project is a transit-oriented development, it will benefit from the nearby metro station will also foster additional metro ridership. For the reasons described above, both phases of the proposed project would have a **less than significant impact** on alternative transportation and would, in fact, support the use of public transit along the new Crenshaw/LAX LRT corridor as well as enhance the walkability of the area. No mitigation is required.

### References

Thomas Safran & Associates. 2015. “Development Concept.” May 2015.

**Market Gateway Project  
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**3.17 Utilities and Service Systems**

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) *Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

**Less Than Significant Impact.** The only wastewater treatment requirements that would apply to the proposed project would be in regards to stormwater runoff, due to its potential to carry pollutants. Site design and stormwater discharge would be required to be in compliance with the regional MS4 permit for the Los Angeles area (Order No. R4-2012-0175) and the City of Inglewood stormwater and runoff pollution control regulations (see Section 3.9 Hydrology and Water Quality for details). The Stormwater Mitigation Plan that would be required for the proposed project would evaluate drainage conditions, retention requirements, and long-term BMPs necessary to minimize pollutants in discharges from the project site. All other water and wastewater treatment

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requirements would be the responsibility of the utility service providers from which the project applicant would request connections, as further described below.

The proposed project would connect to municipal water service provided by the City and deliver sewage into the City's sewer collection system. Sewage is transported via the sanitary sewer system to the Sanitation Districts of Los Angeles County (LACSD) treatment plant (the Joint Water Pollution Control Plant). Liquids are treated and then transported to the ocean (City of Inglewood 2009).

Although the proposed project would include construction of water and wastewater distribution and collection facilities necessary to serve the development (i.e., pipes, valves, meters, etc.), the Los Angeles RWQCB wastewater treatment requirements (as well as SWRCB Division of Drinking Water (DDW) potable water treatment requirements) are applicable to the LACSD and the City of Inglewood (i.e., the service providers) rather than to the proposed project itself. The City of Inglewood and the LACSD are required to treat potable water and wastewater in accordance with federal, state, and local regulations. Both the City and the County are also subject to compliance with SWRCB Order No. 2006-0003-DWQ, *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, as amended. SWRCB Order No. 2006-0003-DWQ establishes performance criteria and effluent limitations to ensure that treated effluent discharges do not violate basin plan objectives for receiving waters. The order ensures that the City and the LACSD properly maintain and manage their sewer systems and reduces frequency and severity of sanitary sewer overflows and their potential impacts on public health, safety, and the environment.

The water and sewer connection fees paid by the applicant would be used by the utility providers, at least in part, to fund projects and programs necessary to meet their regulatory obligation with respect to treatment requirements, treatment capacity, and supply reliability. Because both phases of the proposed project would be required to comply with the regional MS4 permit, and because both phases of the proposed project would be serviced by regional water/sewer providers (rather than proposing on-site treatment), the potential impact with respect to wastewater treatment requirements would be **less than significant** during construction and operation. No mitigation is required.

- b) *Would the project 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?*

**Less Than Significant Impact.** Due to the increased activity on the project site, the proposed project would increase the amount of water used and wastewater produced.

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However, this increase in demand would not result in the direct need for additional water facilities or the direct need for additional wastewater treatment facilities.

As discussed under item 3.17(a), the project only proposes installation of wastewater collection systems and does not include construction of new on-site water or wastewater treatment facilities or the expansion of existing facilities. The environmental effects of construction of the on-site wastewater collection system is analyzed throughout this IS/MND, because it is included within the development footprint of the proposed project. Chapter 10, Article 7 (Sewer Connection) and Chapter 10, Article 13 (Sewer Service Fees) in the Inglewood Municipal Code codifies the City's policy for sewers, connections, and connection fees. Compliance with Article 7 (Sewer Connection) would further ensure that the proposed project does not adversely affect existing wastewater infrastructure. For both water and wastewater service connections, the applicant would be required to pay connection and use fees to the City. Connection fees must be paid before connection permits are issued. Among other things, these fees are used to fund improvements needed to continue serving the applicable service area (e.g., operate/maintain groundwater wells and make wholesale purchases from the Metropolitan Water District), ensure adequate capacity, and comply with applicable water treatment requirements. The proposed project would therefore not—even indirectly—require or result in the construction or expansion of water/wastewater treatment facilities. Therefore, the impact with respect to water or wastewater treatment facilities for both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required.

- c) *Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact.** In accordance with the City's Stormwater Management and Discharge Control Ordinance, the proposed project would be required to comply with the current MS4 permit by integrating LID design principles (see Section 3.9(a) for details). Compliance with the City's Stormwater Management and Discharge Control Ordinance would reduce the peak volume of stormwater runoff discharged into the City's storm drain system and would ensure that stormwater is retained on-site, to the extent feasible. As such, neither phase of the proposed project would require the construction or expansion of off-site storm water drainage facilities, as neither phase would contribute a substantial amount of new stormwater runoff relative to existing conditions. The environmental effects of construction of the on-site drainage system are analyzed throughout this IS/MND, because stormwater collection facilities are within the



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development footprint of the proposed project. Therefore, the impact would be **less than significant** for construction and operation of both phases of the proposed project. No mitigation is required.

- d) *Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

**Less Than Significant Impact.** The proposed project would connect to municipal water service provided by the City. The proposed project would not directly require or result in the construction of potable water treatment facilities because it would connect into this existing water service. To the extent that the proposed project increases demands on the regional water system, it could indirectly contribute to the need to construct or expand water treatment facilities.

Because the proposed project involves construction and operation of commercial and residential uses on currently vacant, generally unused sites, it would result in increased water demand. The Urban Water Management Plan for the City has planned for provision of regional water including drought scenarios for the City (City of Inglewood 2011). The plan uses regional population, land use plans, and projections of future growth as the basis for planning water system improvements (including but not limited to water treatment plants) and demonstrating compliance with state water conservation goals and policies.

While both phases of the proposed project would involve an intensification of uses on the project site, the increased water use would be minor and incremental, particularly in the context of the total water portfolio managed by the City. Therefore, both phases of the proposed project would remain generally consistent with planning assumptions and thus the increase in water demands have been accounted for on a regional planning level. It should also be noted that both phases of the proposed project would be subject to the City's Water Conservation and Water Supply Shortage Program, as set forth in Chapter 10, Article 19 of the Inglewood Municipal Code in 2014. Furthermore, development approvals would not be granted unless the applicant provides the City with utility will-serve (or availability) letters demonstrating the utility providers' intent to serve the proposed project. Since both phases of the proposed project are located within the City's service area, no new water entitlements would be required, and thus the impact would be **less than significant**. No mitigation is required.

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- e) *Would the project 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?*

**Less Than Significant Impact.** The proposed project represents an increase in the intensity of uses on the project site, and would therefore, be expected to increase the amount of wastewater generated. However, the increase in wastewater generation in a regional context would not be substantial. LACSD's Joint Water Pollution Control Plant has a total permitted capacity of 400 million gallons per day (LACSD 2016). The proposed project's increase in wastewater would be minor and incremental relative to the wastewater flows currently supported by these plants.

As part of the proposed project's entitlement process, the applicant would be required to obtain permits from the City for connection to the City's sewer system and would be required to pay associated fees, as described under item 3.17(b). Among other things, these fees are used to fund improvements needed to continue serving the applicable service area and ensuring adequate capacity. Given the size of the City's wastewater system and the treatment plants that serve the City, the wastewater treatment providers (i.e., the City and the LACSD) would have adequate capacity to serve the proposed project's demand. Furthermore, development approvals would not be granted unless the applicant provides the City with utility will-serve (or availability) letters demonstrating the utility providers' intent to serve the project. Impacts during both phases of the proposed project would be **less than significant** during construction and operation. No mitigation is required

- f) *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

**Less Than Significant Impact.** Solid waste services are currently provided by Republic Services (previously, Consolidated Disposal Services) (City of Inglewood 2016). The waste is taken to Republic Service's American Waste Transfer Station, where it is sorted. Garbage is taken to Consolidated Volume Transport Disposal and Recycling Center, and recycling and green waste is taken to Consolidated Disposal Service's Compton Transfer Station (City of Inglewood 2016).

Demolition of existing structures and construction of the proposed project would result in the generation of solid waste such as scrap lumber, concrete, residual wastes, packing materials, and plastics. During construction, the applicant would be required to comply with Section 7-64 of the Inglewood Municipal Code, which requires applicants to divert a

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minimum of 50% of construction and demolition debris resulting from a project. Pursuant to Section 7-66 of the Inglewood Municipal Code, the applicant would be required to complete and submit a Waste Management Plan to the City as part of its Construction and Demolition Permit Applicant. This plan must be approved by the City. Upon completion of construction (for both phases), the applicant would also be required to submit a Final Compliance Disposal Report to the City. These regulations and permit requirements would ensure that the project applicant would meet or exceed 50% diversion during both phases of construction, thereby lessening the amount of waste that is sent to a landfill. Any hazardous wastes that are generated during construction activities would be managed and disposed of in compliance with all applicable federal, state, and local laws.

The City is required to comply with the solid waste diversion mandates established by the California Integrated Waste Management Board under State Assembly Bill 939 (AB 939). AB 939 states that all cities in the State must divert 50% of their waste stream by 2000 and maintain this diversion rate (City of Inglewood 2016). As such, at least 50% of the project's waste would be diverted from a landfill, thereby reducing the effects of construction on landfill capacity. It is anticipated that one of the Los Angeles County landfills utilized by Republic Services would have sufficient permitted capacity to accommodate any minor, incremental increases in solid waste generation that would occur during operation of the proposed project. Hazardous waste generated during operation of both phases of the proposed project would be managed and disposed of in compliance with all applicable federal, state, and local laws. Impacts of both phases of the proposed project, are therefore, considered to be **less than significant**. No mitigation is required.

- g) *Would the project comply with federal, state, and local statutes and regulations related to solid waste?*

**Less Than Significant Impact.** Construction and operation associated with implementation of both phases of the proposed project would comply with federal, state, and local statutes and regulations related to solid waste. Additionally, neither phase of the proposed project would interfere with the California Integrated Waste Management Act, which requires that local municipalities implement programs to divert at least 50% of their solid waste from landfills. Therefore, both phases of the proposed project would result in **less than significant** impacts regarding compliance with the regulations related to solid waste. No mitigation is required

### References

City of Inglewood. 2011. *2010 Urban Water Management Plan*. Prepared by Psomas. June 7, 2011.

## Market Gateway Project Initial Study/Mitigated Negative Declaration

City of Inglewood. 2016. "Waste Collection" and "Waste Collection FAQ's" Webpages. Accessed April 1, 2016. [http://www.cityofinglewood.org/depts/pw/divisions/environmental\\_services/waste\\_collection.asp](http://www.cityofinglewood.org/depts/pw/divisions/environmental_services/waste_collection.asp).

LACSD (Sanitation Districts of Los Angeles County). 2016. "Joint Water Pollution Control Plant." Webpage. Accessed April 1, 2016. [http://www.lacsd.org/wastewater/wwfacilities/joint\\_outfall\\_system\\_wrp/default.asp](http://www.lacsd.org/wastewater/wwfacilities/joint_outfall_system_wrp/default.asp).

### 3.18 Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will 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) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

**Less Than Significant Impact with Mitigation Incorporated.** The proposed project site is located in a fully developed and urbanized area, and the project area has been developed for over 80 years. The proposed improvements to the project site would not

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degrade the quality of the environment. As the project site has been developed for over a half century and is located in a highly urbanized environment, it does not currently support substantial wildlife or fish habitat, fish or wildlife populations, or plant and wildlife communities. As described in Section 3.4, Biological Resources, no endangered plants or animals are likely to occur on the project site. The sparsely scattered on-site ornamental vegetation does not constitute a contiguous plant community and does not provide substantial amounts of habitat for native wildlife species. Implementation of **MM-BIO-1** would ensure that nesting native and/or migratory bird species are not significantly affected by Phase I or Phase II construction. Thus, the proposed project would not 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 of a rare or endangered plant or animal, or restrict the range of a rare or endangered plant or animal.

As described in Section 3.5, Cultural Resources, the project site does not support any important examples of major periods in California history or prehistory. While the existing commercial structures at 101 Market Street and 125 Market Street were built between 1926–1929, these buildings do not appear to be historical resources under CEQA, as the properties do not meet any of the designation criteria. However, the NRHP-listed Fox Theater building is located adjacent to these two properties. Due to the proximity of the buildings at 101 Market Street and 125 Market Street to the NRHP-listed Fox Theater building, and in consideration of the proposed partial demolition of these adjacent buildings, there is the potential for indirect impacts to occur to the Fox Theater building during construction of the proposed project, as identified in Section 3.5(a). The potential for indirect impacts to this resource would be reduced below a level of significant through implementation of **MM-CUL-1**. As stated in Section 3.5, in the event that sub-surface cultural resources were to be discovered during grading/construction activities, the resource would be preserved in accordance with mitigation measures **MM-CUL-2**, **MM-CUL-3**, **MM-CUL-4**, and **MM-CUL-5**. Therefore, neither phase of the proposed project would eliminate important examples of the major periods of California history. For these reasons, implementation of both phases of the proposed project would result in **less than significant impacts with mitigation incorporated** on sensitive species and important examples of California history. No additional mitigation measures are required.

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- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

**Less Than Significant Impact with Mitigation Incorporated.** In an effort to determine whether or not the proposed project’s potential impacts are cumulatively considerable, a regional plan approach was used to consider the proposed project with anticipated growth in the region. The proposed project would result in potentially significant project-level impacts involving biological resources, cultural resources, hazards and hazardous materials, and noise and vibration. However, in all cases, mitigation measures have been identified that would reduce these impacts to a less-than-significant level. All reasonably foreseeable future development in the City would be subject to the same land use and environmental regulations that have been described throughout this document. Furthermore, all development projects are guided by the policies identified in the City’s General Plan and by the regulations established in the Inglewood Municipal Code. Therefore, compliance with applicable land use and environmental regulations would ensure that environmental effects associated with both phases of the proposed project do not combine with effects from reasonably foreseeable future development in the City to cause cumulatively considerable significant impacts. Cumulative impacts would therefore be **less than significant with mitigation incorporated** for both phases of the proposed project. No further mitigation is required.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

**Less Than Significant Impact with Mitigation Incorporated.** The proposed project would not have an environmental effect that would cause significant adverse effects on human beings either directly or indirectly. Implementation of the mitigation measures identified in this IS/MND would reduce any potentially significant environmental impacts that would cause adverse effects on human beings to a **less than significant level with mitigation incorporated** for cultural resources, hazards and hazardous materials, and noise and vibration for both phases of the proposed project. No further mitigation is required.

## Market Gateway Project Initial Study/Mitigated Negative Declaration

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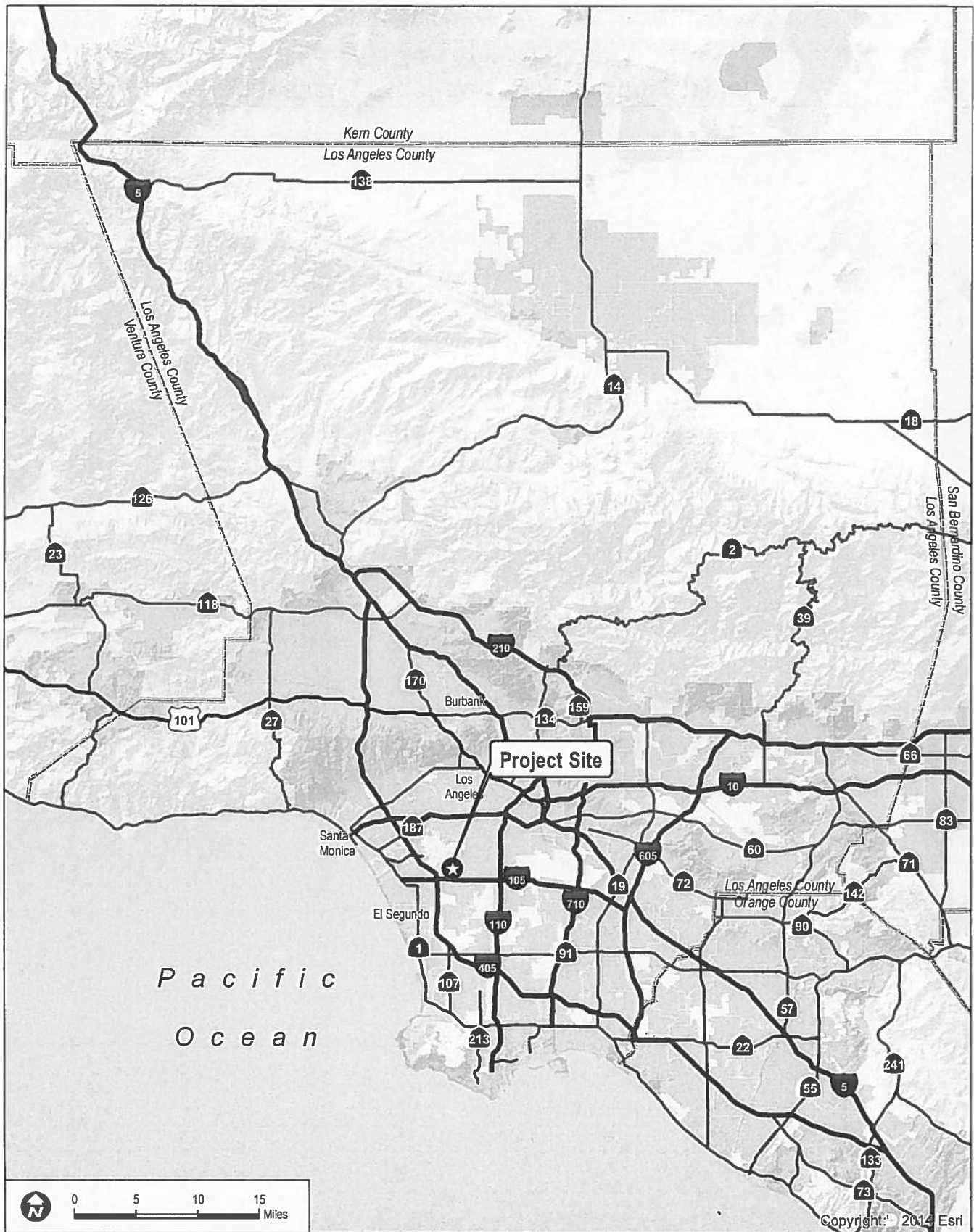
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Market Gateway Project

**FIGURE 1-1  
Regional Location**

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SOURCE: Google Imagery, 2016; LA County, 2011.

**FIGURE 1-2**  
Project Site

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Inglewood Market Gateway

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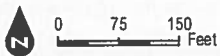
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Market Street Sites  
D3 Site

- A - Commercial (Retail/Restaurant)
- B - Auto body and tow businesses
- C - Walgreens
- D - Buy Low Market
- E - Don Lee Farms
- F - Broadway Federal Bank
- G - Regency Towers (Senior Multi-Family Residential)

- H - Vacant
- I - Commercial (Office)
- J - Fox Theater
- K - Kaiser Permanente Medical Office Building
- L - Kaiser Permanente Parking Structure
- M - Furniture Outlet



SOURCE: Bing Maps, 2016; LA County, 2011.

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**FIGURE 1-3**  
Surrounding Land Uses

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SOURCE: Bing Maps, 2016

**FIGURE 1-4**  
Viewpoint Locations

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Photo A  
Looking South from the D3 Site down Market Street



Photo B  
Looking Northwest from the D3 Site toward the Light Rail Transit Corridor

FIGURE 1-5  
Viewpoints A and B

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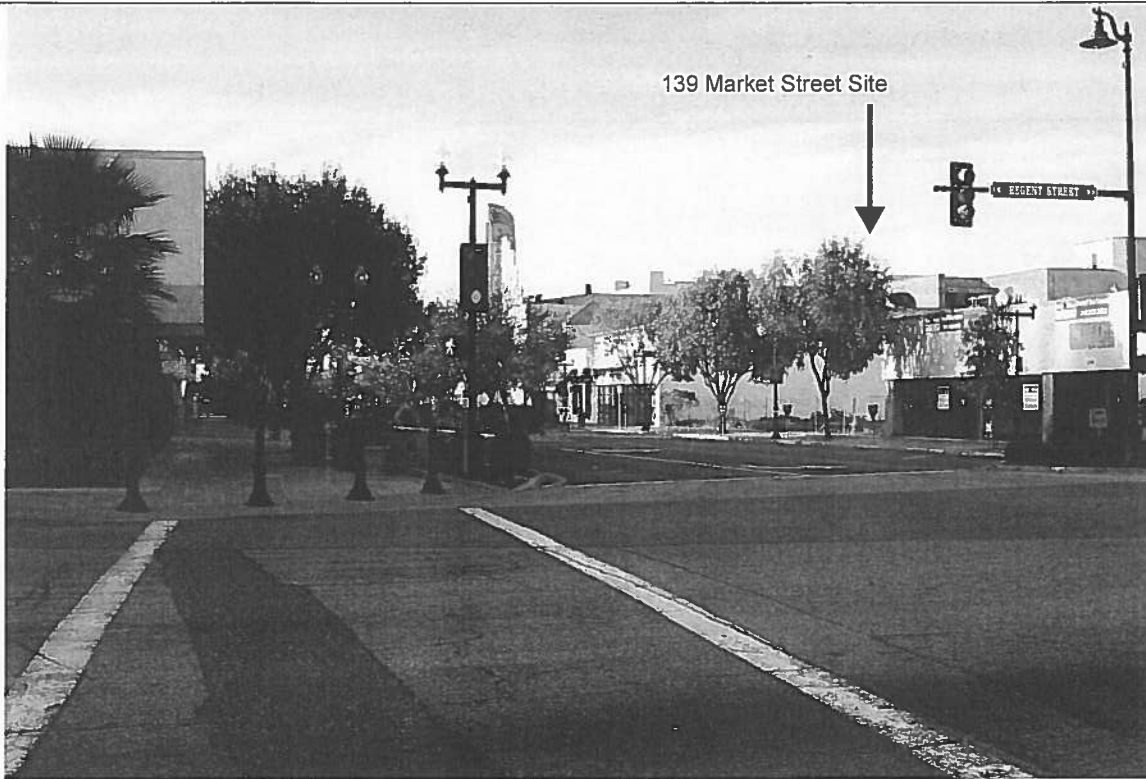


Photo C

Looking Southwest from Market Street / Regent Street toward the 139 Market Street Site



Photo D

Looking Southwest from the 140/150 Market Street Site

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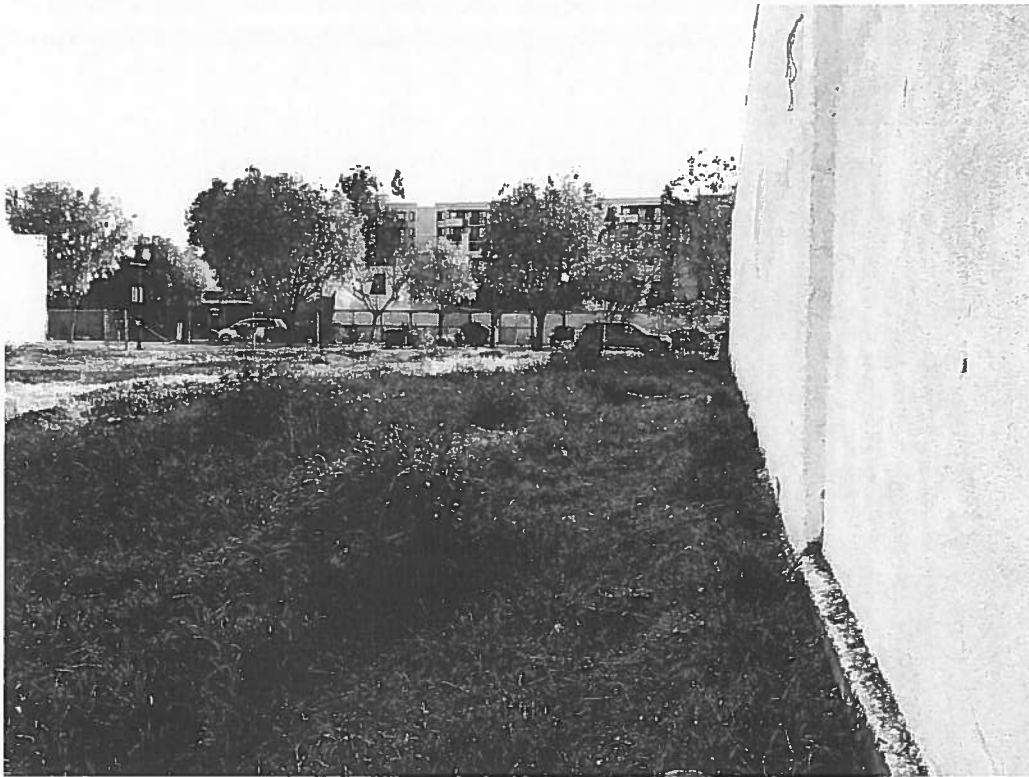


Photo E  
Looking East from the 139 Market Street Site



Photo F  
Looking West from Market Street toward the 125 Market Street Site

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Market Gateway Project

**FIGURE 1-7**  
Viewpoints E and F

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**Photo G**  
**Looking Northwest from Market Street / Queen Street toward the 101 Market Street Site**



**Photo H**  
**Looking North from Queen Street toward the 101 Market Street Site**

**FIGURE 1-8**  
**Viewpoints G and H**

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Market Gateway Project

Photo G: © 2011, City of Portland, Oregon. Photo H: © 2011, City of Portland, Oregon.

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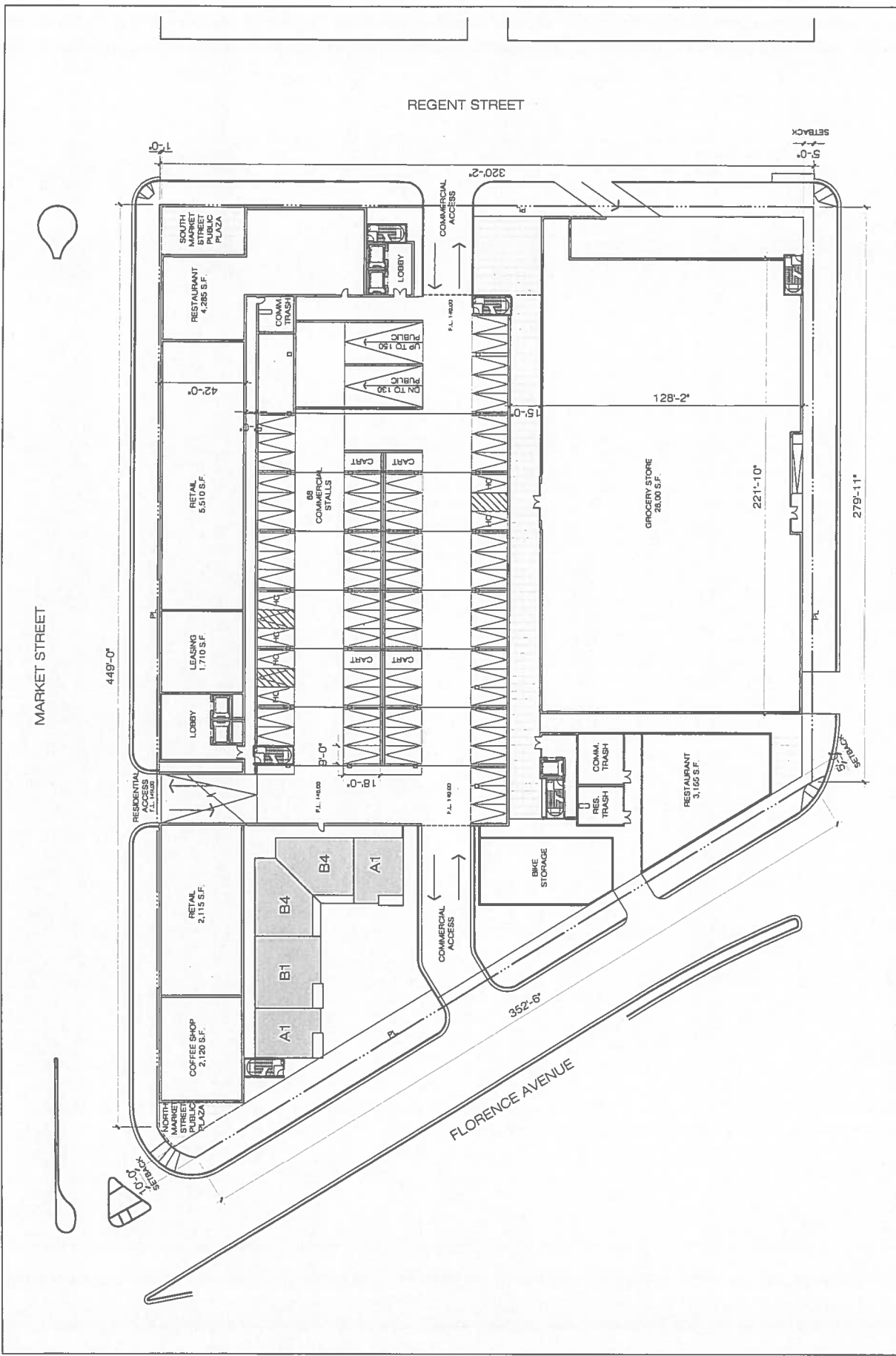


FIGURE 2-1  
D3 Site - Proposed Site Plan

SOURCE: Wilhee Malcom Architects, 2016.

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**FIGURE 2-2**  
Market Street Sites - Proposed Conceptual Plan

SOURCE: Wilhee Malcom Architects, 2016

Market Gateway Project

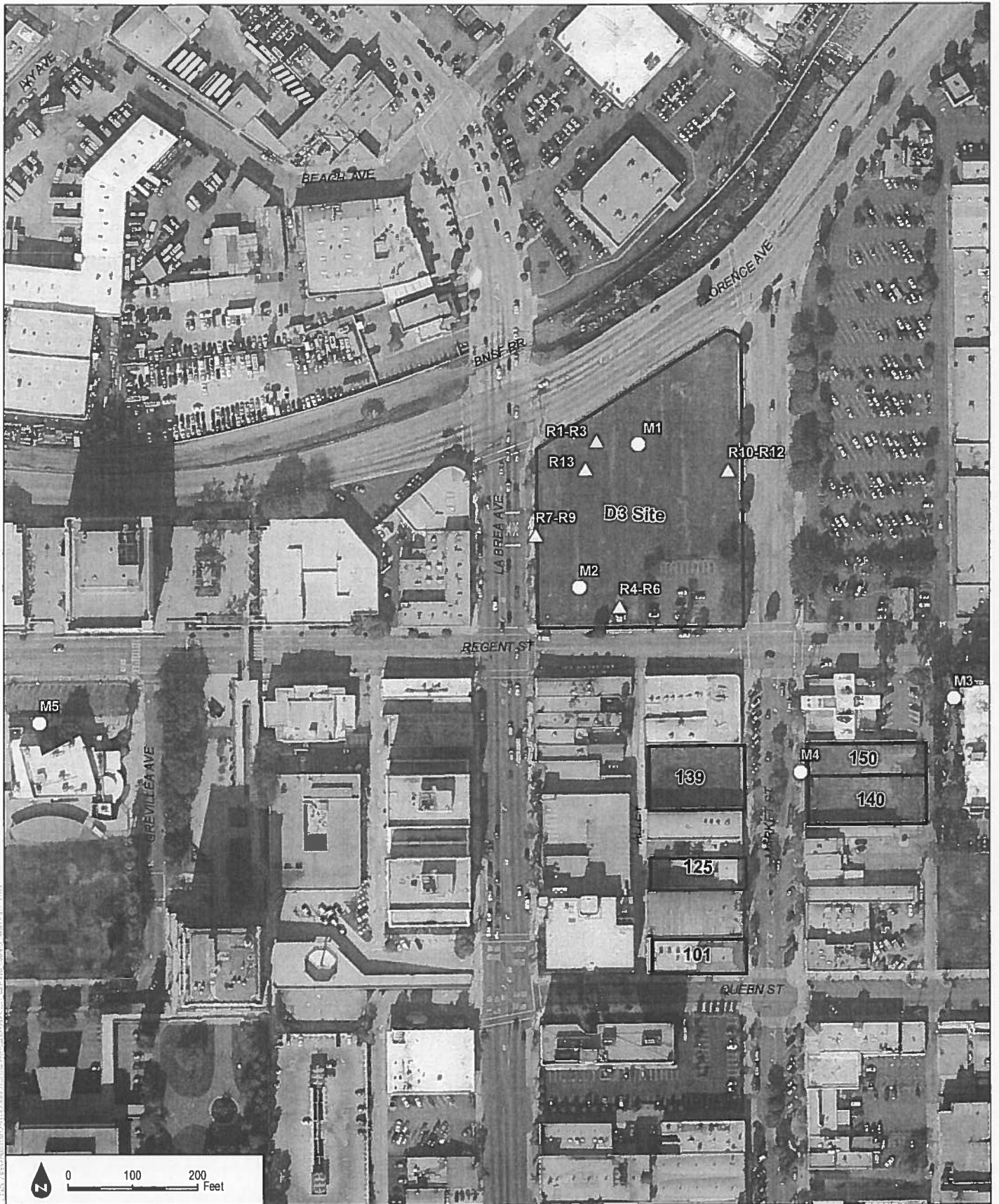


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SOURCE: Bing Maps, 2016

Market Gateway Project

**FIGURE NOI-1**  
Measured and Modeled Noise Receivers

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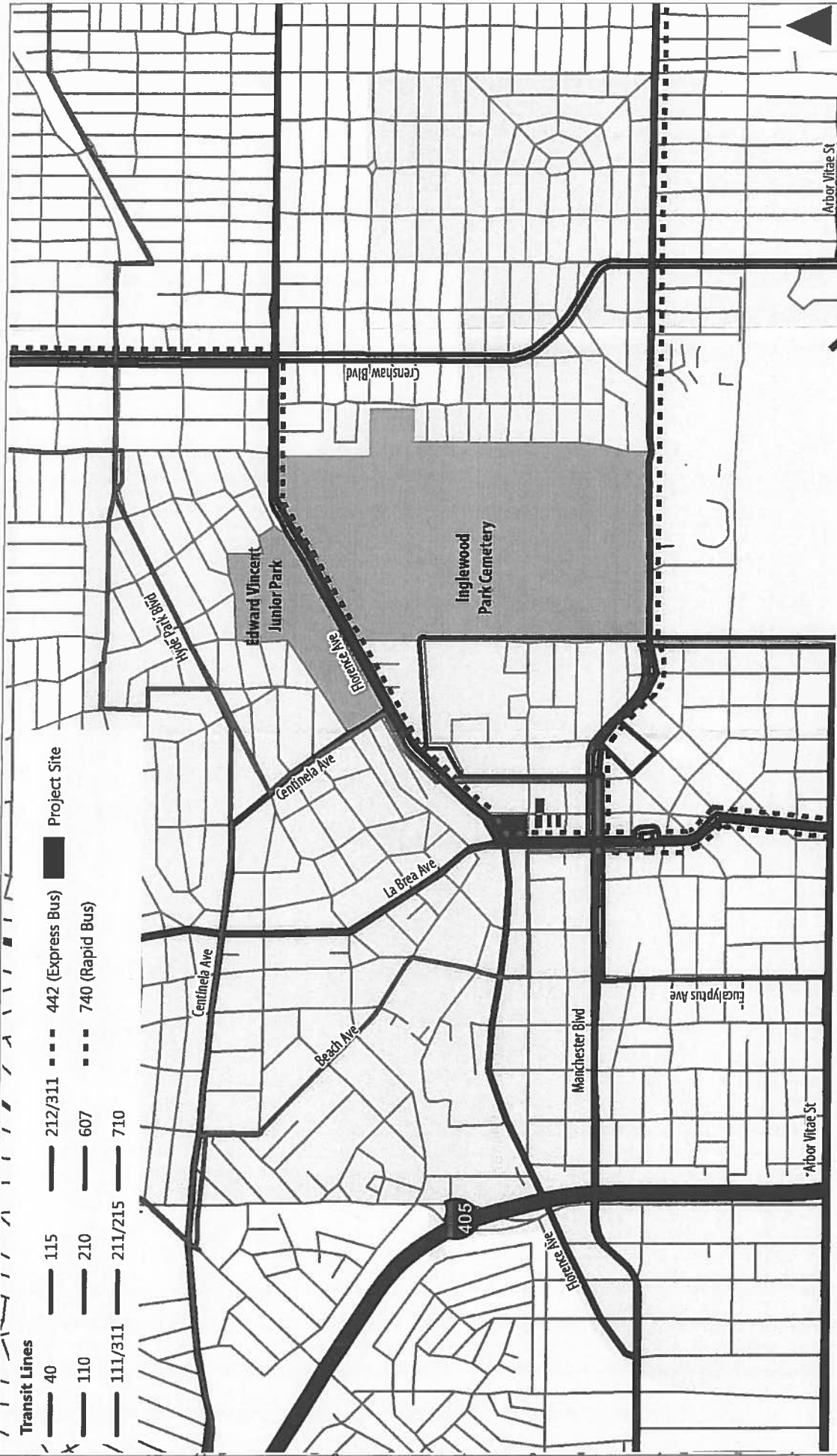


FIGURE TRF-1  
Transit Facilities

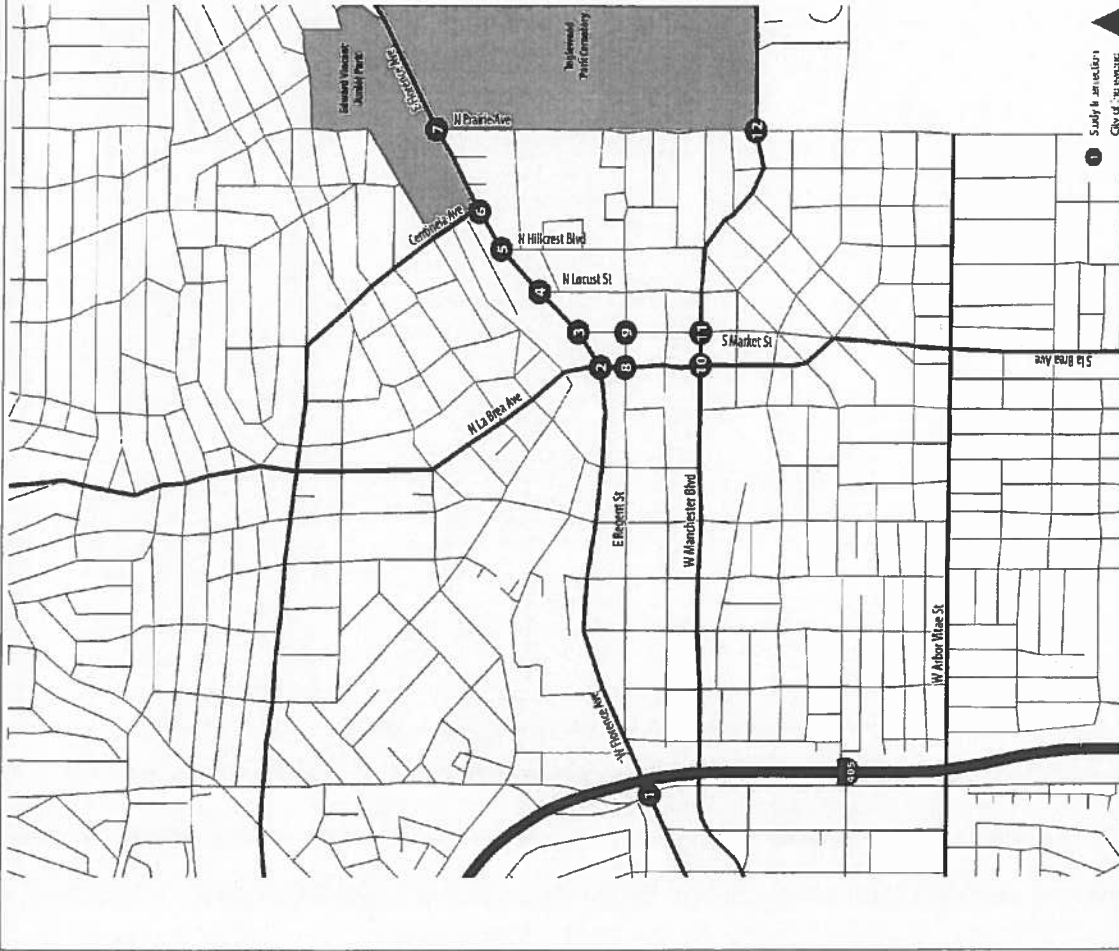
SOURCE: Fehr & Peers, 2016  
Market Gateway Project

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<p><b>1. La Cienega Boulevard/Florence Avenue</b></p> <p>La Cienega Boulevard</p> <p>140 (65) ← 807 (786) ← 124 (172) ←</p> <p>107 (115) → 514 (851) → 55 (88) →</p> <p>74 (17) ← 558 (634) ← 49 (82) ←</p> <p>88 (65) ← 378 (707) ← 30 (41) ←</p> <p>374 (227) → 57 (135) → 318 (285) →</p> <p>70 (24) → 1,049 (407) → 318 (285) →</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>La Brea Avenue</p> <p>140 (65) ← 807 (786) ← 124 (172) ←</p> <p>107 (115) → 514 (851) → 55 (88) →</p> <p>74 (17) ← 558 (634) ← 49 (82) ←</p> <p>88 (65) ← 378 (707) ← 30 (41) ←</p> <p>374 (227) → 57 (135) → 318 (285) →</p> <p>70 (24) → 1,049 (407) → 318 (285) →</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Market Street</p> <p>52 (51) ← 0 (0) ← 88 (76) ←</p> <p>619 (900) → 98 (96) →</p> <p>988 (607) → 57 (49) →</p>
<p><b>4. Locust Street/Florence Avenue</b></p> <p>Locust Street</p> <p>68 (131) ← 378 (707) ← 30 (41) ←</p> <p>374 (227) → 57 (135) → 318 (285) →</p> <p>70 (24) → 1,049 (407) → 318 (285) →</p>	<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Hillcrest Boulevard</p> <p>625 (1,030) → 55 (90) →</p> <p>63 (34) → 315 (208) →</p> <p>1,256 (707) → 226 (203) →</p>	<p><b>6. Centralia Avenue/Florence Avenue</b></p> <p>Centralia Avenue</p> <p>288 (288) → 613 (828) →</p> <p>705 (240) → 282 (240) →</p> <p>1,448 (826) → 1,193 (641) →</p>
<p><b>7. Pringle Avenue/Florence Avenue</b></p> <p>Pringle Avenue</p> <p>820 (443) → 47 (49) →</p> <p>1,818 (1,040) → 413 (408) →</p>	<p><b>8. La Brea Avenue/Regent Street</b></p> <p>La Brea Avenue</p> <p>40 (30) → 156 (251) → 106 (80) →</p> <p>4 (127) → 707 (950) → 100 (18) →</p> <p>52 (26) → 314 (95) → 127 (91) →</p>	<p><b>9. Market Street/Regent Street</b></p> <p>Market Street</p> <p>42 (3) → 73 (7) → 18 (26) →</p> <p>38 (61) → 184 (377) → 14 (66) →</p> <p>27 (22) → 413 (159) → 43 (28) →</p>
<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>La Brea Avenue</p> <p>143 (108) → 512 (740) → 103 (171) →</p> <p>156 (128) → 894 (695) → 34 (37) →</p> <p>125 (95) → 754 (422) → 28 (39) →</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Market Street</p> <p>18 (28) → 680 (1,144) → 21 (65) →</p> <p>18 (52) → 69 (108) → 17 (41) →</p> <p>40 (38) → 1,089 (784) → 25 (31) →</p>	<p><b>12. Pringle Avenue/Manchester Boulevard</b></p> <p>Pringle Avenue</p> <p>102 (37) → 601 (1,101) → 120 (186) →</p> <p>575 (249) → 1,024 (663) → 184 (233) →</p> <p>177 (188) → 887 (634) → 178 (287) →</p>

**FIGURE TRF-2**  
Existing (2016) Peak Hour Traffic Volumes and Lane Configurations

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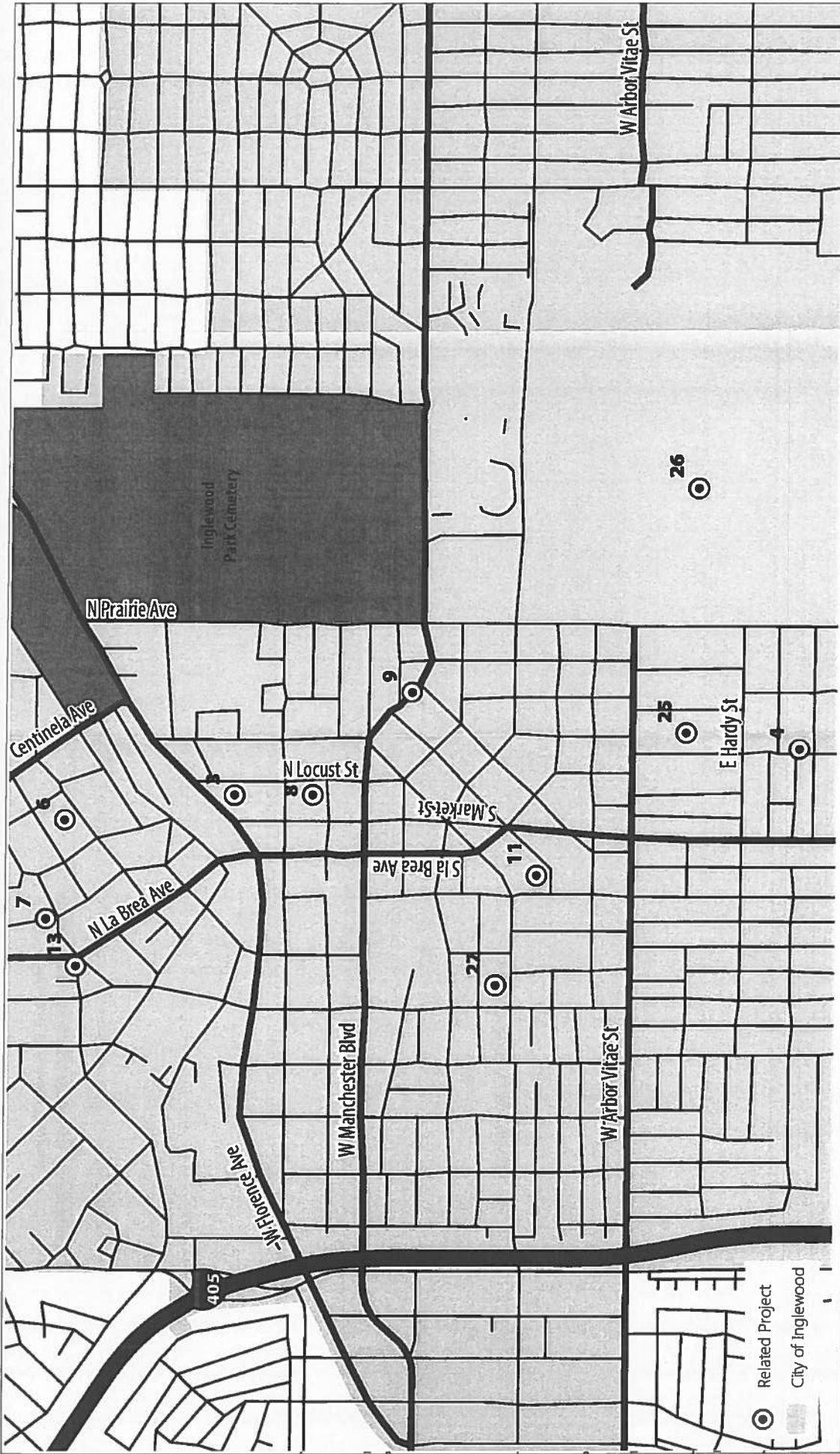


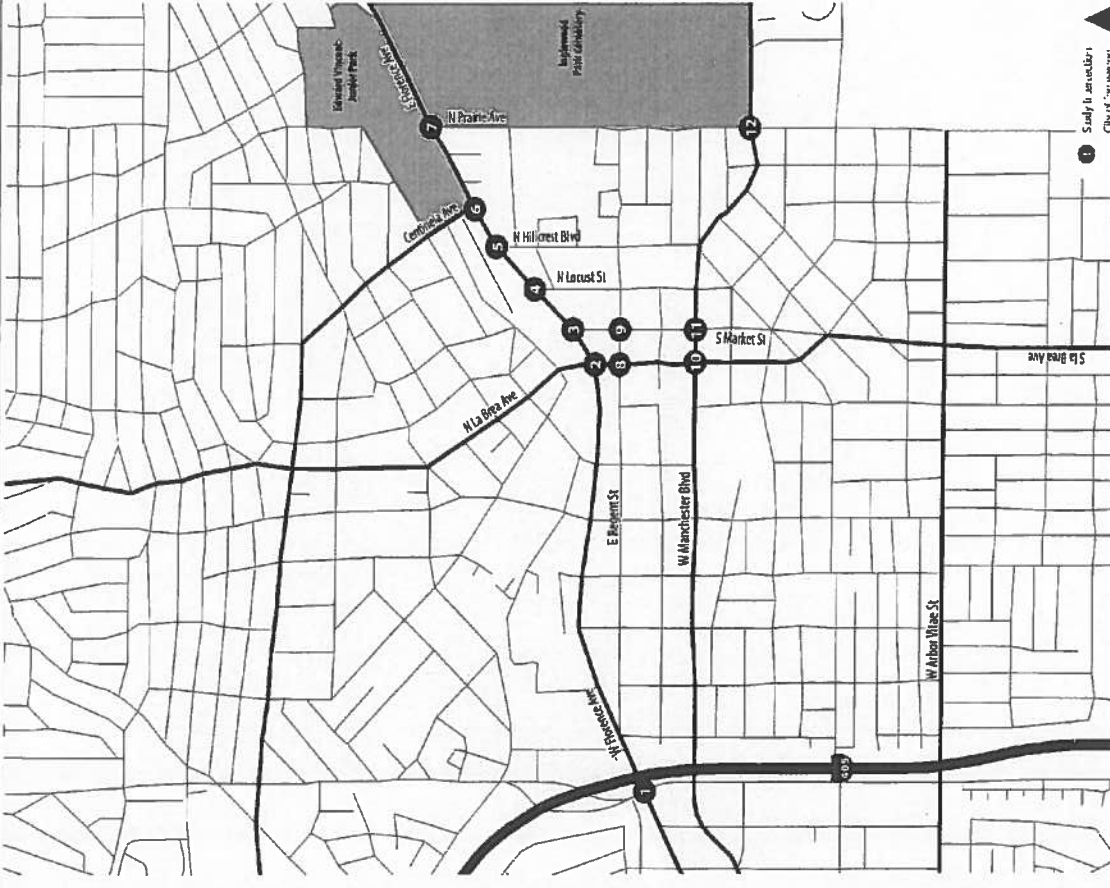
FIGURE TRF-3  
Related Projects

SOURCE: Fair & Peers, 2016  
Market Gateway Project

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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<p><b>1. La Cienega Boulevard/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,020 (620) 58 (51)</p> <p>398 (533) 249 (131) 548 (658)</p> <p>69 (134) 367 (721) 31 (42)</p> <p>71 (24) 1,070 (415) 356 (280)</p> <p>58 (138) 381 (232) 102 (18)</p> <p>174 (88) 681 (844) 127 (175)</p> <p>148 (154) 847 (427) 81 (98)</p> <p>893 (739) 75 (17) 51 (64)</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,293 (732) 231 (207)</p> <p>644 (1,082) 58 (101)</p> <p>84 (35) 321 (213)</p> <p>1,139 (650) 221 (117)</p> <p>627 (1,087) 14 (34)</p> <p>8 (9) 8 (9) 8 (9)</p> <p>874 (1,282) 489 (511)</p> <p>838 (452) 458 (481)</p> <p>164 (138) 515 (827) 36 (44)</p> <p>129 (190) 537 (788) 164 (122)</p> <p>188 (154) 581 (1,143) 88 (100)</p> <p>774 (438) 38 (45) 129 (98)</p> <p>43 (54) 719 (1,184) 21 (28)</p> <p>29 (67) 70 (110) 23 (83)</p> <p>52 (47) 1,097 (810) 28 (32)</p> <p>15 (13) 98 (71) 14 (50)</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>4. Locust Street/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,020 (620) 58 (51)</p> <p>398 (533) 249 (131) 548 (658)</p> <p>69 (134) 367 (721) 31 (42)</p> <p>71 (24) 1,070 (415) 356 (280)</p> <p>58 (138) 381 (232) 102 (18)</p> <p>174 (88) 681 (844) 127 (175)</p> <p>148 (154) 847 (427) 81 (98)</p> <p>893 (739) 75 (17) 51 (64)</p>
<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>6. Centralia Avenue/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>7. Prairie Avenue/Florence Avenue</b></p> <p>Florence Avenue</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>8. La Brea Avenue/Flagrant Street</b></p> <p>Flagrant Street</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>
<p><b>9. Market Street/Flagrant Street</b></p> <p>Flagrant Street</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Manchester Boulevard</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>	<p><b>12. Prairie Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard</p> <p>1,482 (852) 1,229 (865)</p> <p>273 (294) 631 (858)</p> <p>742 (858) 291 (245)</p> <p>632 (1,011) 102 (102)</p> <p>89 (78) 53 (53) 5 (5)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>45 (37) 78 (37) 28 (22)</p> <p>421 (182) 54 (88)</p> <p>18 (29) 42 (87) 28 (18)</p> <p>38 (62) 187 (385) 19 (71)</p> <p>587 (254) 1,091 (888) 191 (241)</p> <p>181 (192) 88 (670) 124 (298)</p> <p>104 (38) 644 (1,150) 122 (190)</p>

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SOURCE: Fehr & Peers, 2016

Market Gateway Project

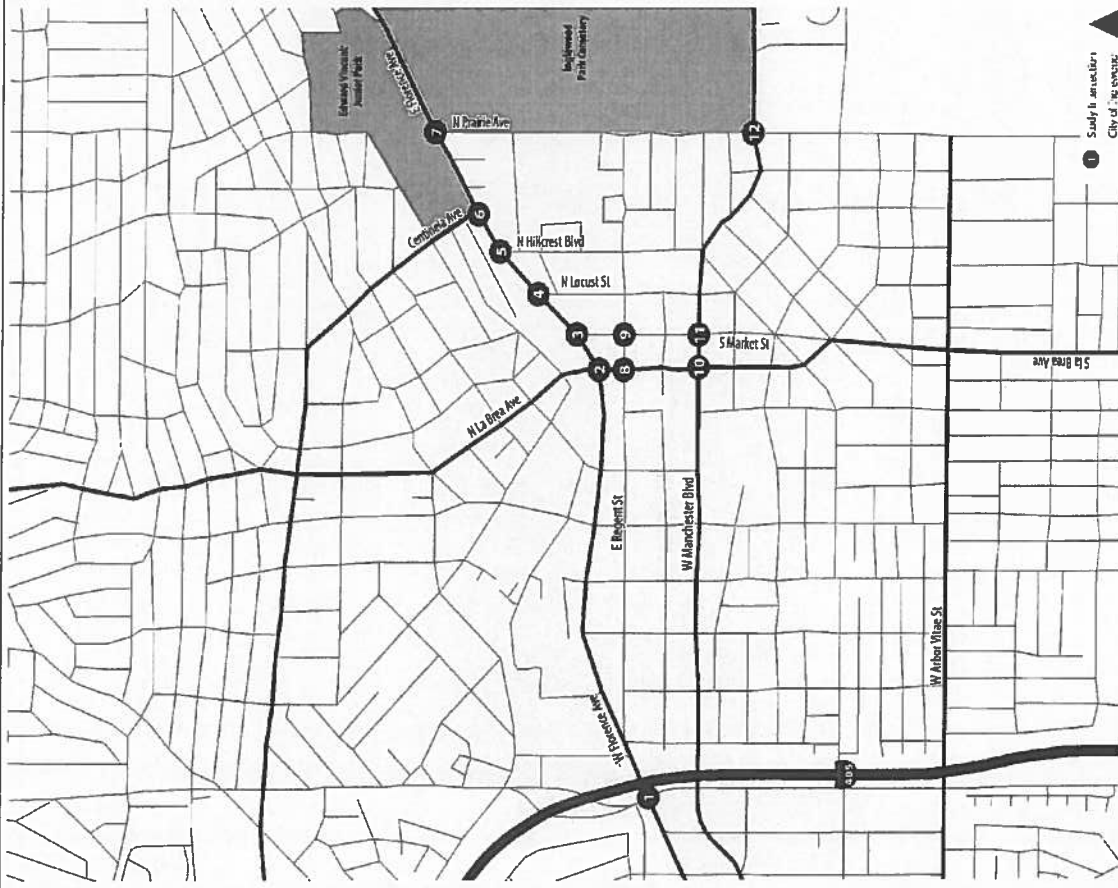
**FIGURE TRF-4**

Construction Year (2018) Peak Hour Traffic Volumes and Lane Configurations

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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<p><b>1. La Cienega Boulevard/Florence Avenue</b></p> <p>La Cienega Boulevard</p> <p>1,000 (419) 72 (25) 359 (293)</p> <p>Florence Avenue</p> <p>70 (135) 390 (728) 51 (42)</p> <p>Market Street</p> <p>402 (538) 251 (132)</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>La Brea Avenue</p> <p>150 (156) 655 (432) 82 (86)</p> <p>Florence Avenue</p> <p>114 (125) 530 (918) 57 (68)</p> <p>Market Street</p> <p>129 (177) 748 (886) 175 (87)</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Market Street</p> <p>1,030 (628) 60 (51)</p> <p>Florence Avenue</p> <p>639 (1,021) 103 (103)</p> <p>Market Street</p> <p>54 (54) 0 (0) 70 (78)</p>
<p><b>4. Locust Street/Florence Avenue</b></p> <p>Locust Street</p> <p>0 (0) 1,150 (656) 223 (118)</p> <p>Florence Avenue</p> <p>2 (0) 633 (1,077) 14 (34)</p> <p>Market Street</p> <p>8 (25) 63 (95)</p>	<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Hillcrest Boulevard</p> <p>1,306 (739) 233 (209)</p> <p>Florence Avenue</p> <p>650 (1,072) 57 (102)</p> <p>Market Street</p> <p>65 (25) 324 (215)</p>	<p><b>6. Cantinflera Avenue/Florence Avenue</b></p> <p>Cantinflera Avenue</p> <p>1,498 (880) 1,241 (671)</p> <p>Florence Avenue</p> <p>276 (297) 637 (987)</p> <p>Market Street</p> <p>750 (888) 294 (247)</p>
<p><b>7. Prairie Avenue/Florence Avenue</b></p> <p>Prairie Avenue</p> <p>1,890 (1,091) 546 (481)</p> <p>Florence Avenue</p> <p>882 (1,284) 504 (516)</p> <p>Market Street</p> <p>845 (458) 665 (483)</p>	<p><b>8. La Brea Avenue/Regent Street</b></p> <p>La Brea Avenue</p> <p>133 (99) 323 (98) 28 (30)</p> <p>Regent Street</p> <p>41 (31) 161 (250) 111 (82)</p> <p>Market Street</p> <p>139 (50) 938 (711) 25 (104)</p>	<p><b>9. Market Street/Flagler Street</b></p> <p>Market Street</p> <p>28 (23) 425 (164) 54 (38)</p> <p>Flagler Street</p> <p>38 (63) 168 (388) 19 (72)</p> <p>Market Street</p> <p>45 (37) 77 (75) 2 (3)</p>
<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>La Brea Avenue</p> <p>188 (138) 922 (833) 39 (44)</p> <p>Manchester Boulevard</p> <p>188 (165) 587 (1,154) 83 (101)</p> <p>Market Street</p> <p>130 (192) 801 (807) 165 (123)</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Market Street</p> <p>52 (47) 1,188 (918)</p> <p>Manchester Boulevard</p> <p>44 (54) 725 (228)</p> <p>Market Street</p> <p>15 (13) 97 (23) 14 (50)</p>	<p><b>12. Prairie Avenue/Manchester Boulevard</b></p> <p>Prairie Avenue</p> <p>592 (258) 1,072 (683) 311 (311)</p> <p>Manchester Boulevard</p> <p>105 (88) 650 (1,181) 124 (102)</p> <p>Market Street</p> <p>182 (194) 1,098 (874) 388 (289)</p>

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SOURCE: Fehr & Peers, 2016

Market Gateway Project

Opening Year (2019) Peak Hour Traffic Volumes and Lane Configuration

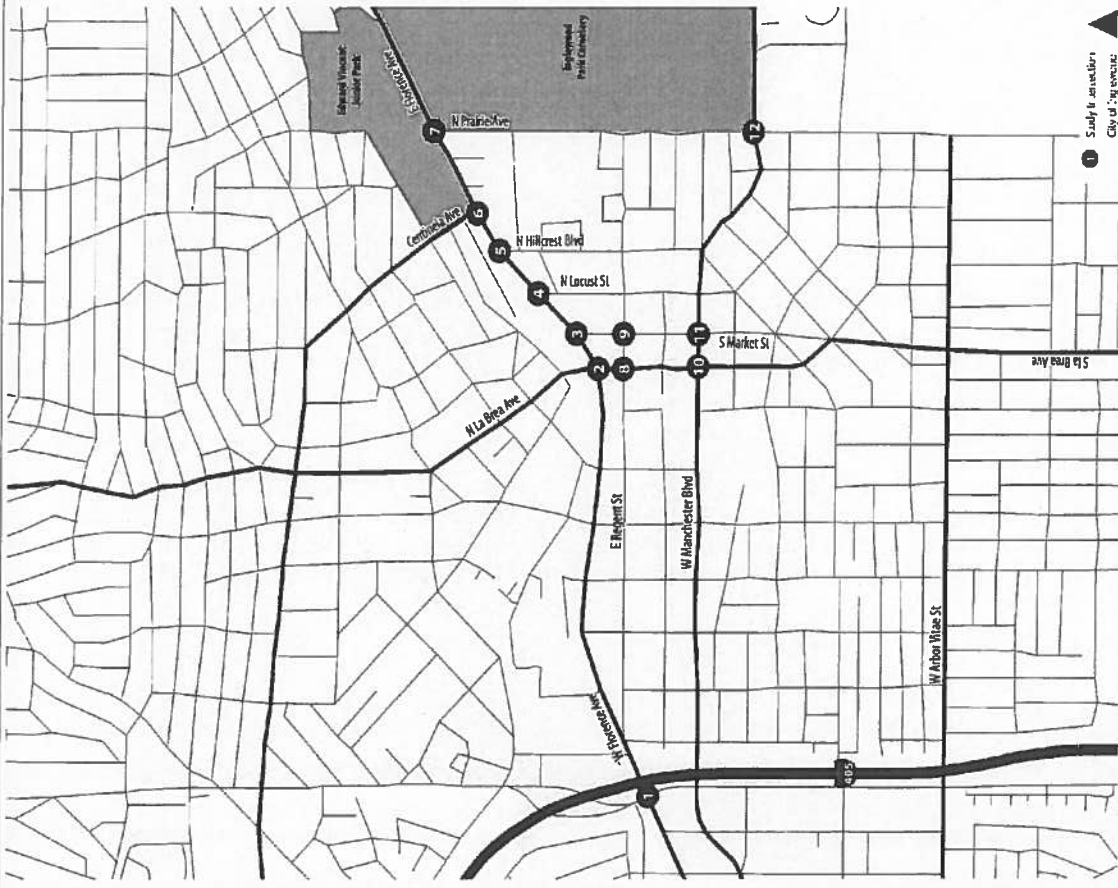
**FIGURE TRF-5**

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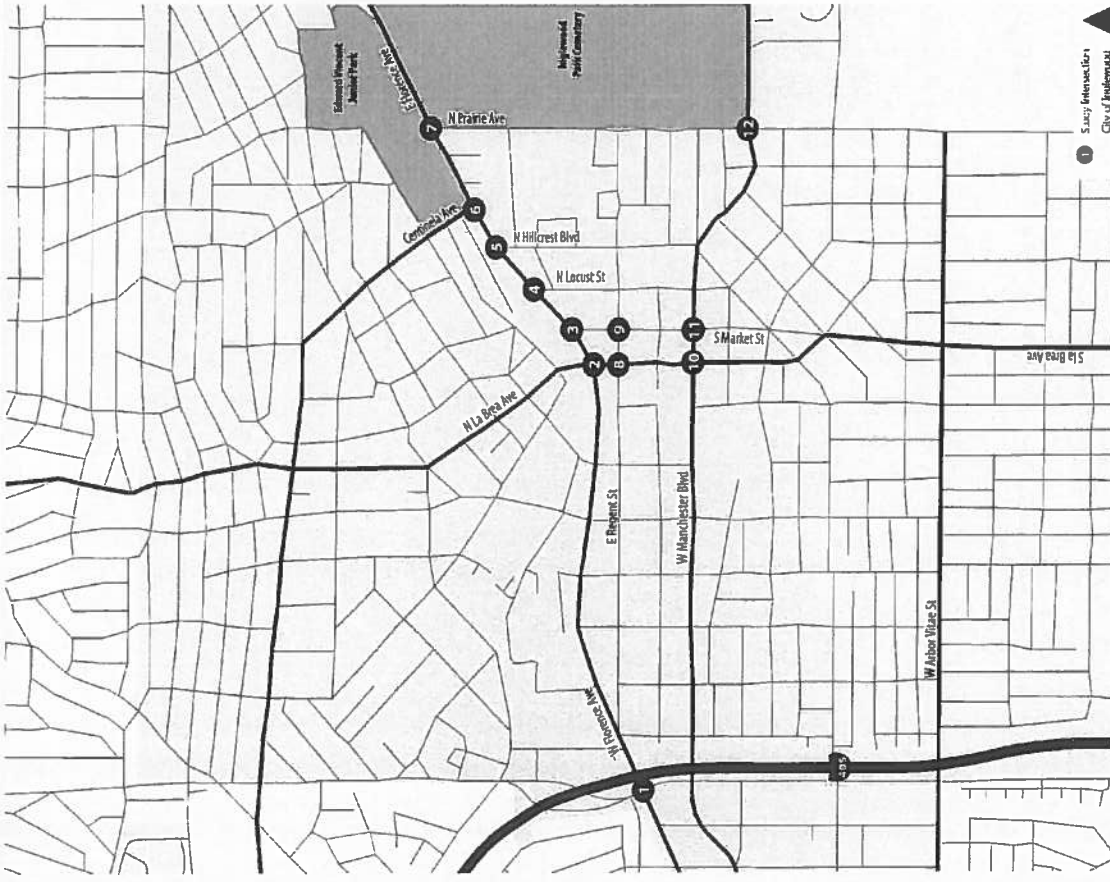
<p><b>1. La Cienega Boulevard/Florence Avenue</b></p> <p>Florence Avenue: 249 (131), 548 (58), 398 (53)</p> <p>La Cienega Boulevard: 71 (24), 1,070 (415), 355 (290)</p> <p>Florence Avenue: 69 (134), 387 (721), 31 (42)</p> <p>La Cienega Boulevard: 102 (19), 381 (233), 58 (139)</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>Florence Avenue: 174 (88), 881 (84), 127 (175)</p> <p>La Brea Avenue: 146 (164), 847 (427), 81 (98)</p> <p>Florence Avenue: 113 (124), 595 (880), 56 (87)</p> <p>La Brea Avenue: 893 (738), 75 (17), 51 (84)</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Market Street: 1,020 (620), 66 (51)</p> <p>Florence Avenue: 632 (1,011), 102 (102)</p> <p>Market Street: 53 (79), 0 (0), 53 (53)</p>
<p><b>4. Locust Street/Florence Avenue</b></p> <p>Florence Avenue: 627 (1,087), 14 (34)</p> <p>Locust Street: 82 (24), 95 (24)</p> <p>Florence Avenue: 1,139 (650), 221 (117)</p>	<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Florence Avenue: 644 (1,082), 58 (101)</p> <p>Hillcrest Boulevard: 321 (213), 64 (35)</p> <p>Florence Avenue: 1,283 (732), 231 (207)</p>	<p><b>6. Centinela Avenue/Florence Avenue</b></p> <p>Florence Avenue: 743 (858), 291 (245)</p> <p>Centinela Avenue: 1,482 (852), 1,229 (865)</p> <p>Florence Avenue: 273 (294), 631 (958)</p>
<p><b>7. Prairie Avenue/Florence Avenue</b></p> <p>Florence Avenue: 874 (1,282), 499 (511)</p> <p>Prairie Avenue: 1,871 (1,081), 424 (419)</p> <p>Florence Avenue: 836 (452), 458 (481)</p>	<p><b>8. La Brea Avenue/Flagler Street</b></p> <p>Flagler Street: 41 (31), 159 (258), 110 (82)</p> <p>La Brea Avenue: 132 (88), 320 (87), 28 (30)</p> <p>Flagler Street: 841 (720), 138 (50), 24 (103)</p>	<p><b>9. Market Street/Flagler Street</b></p> <p>Market Street: 38 (63), 167 (388), 19 (71)</p> <p>Flagler Street: 28 (22), 421 (182), 54 (38)</p> <p>Market Street: 45 (76), 78 (74), 33 (37)</p>
<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard: 181 (188), 581 (1,143), 83 (100)</p> <p>La Brea Avenue: 129 (190), 537 (768), 164 (122)</p> <p>Manchester Boulevard: 129 (98), 774 (438), 36 (45)</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Market Street: 23 (83), 70 (110), 29 (87)</p> <p>Manchester Boulevard: 43 (54), 719 (1,184), 21 (88)</p> <p>Market Street: 52 (47), 1,087 (810), 38 (32)</p>	<p><b>12. Prairie Avenue/Manchester Boulevard</b></p> <p>Prairie Avenue: 228 (417), 784 (980), 57 (53)</p> <p>Manchester Boulevard: 104 (38), 644 (1,150), 122 (190)</p> <p>Prairie Avenue: 687 (254), 1,061 (888), 191 (241)</p>

**DUDEK** SOURCE: Feir & Peen, 2016 **FIGURE TRF-6** Construction Year (2018) Plus Project Peak Hour Traffic Volumes and Lane Configurations Market Gateway Project

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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<p><b>1. La Brea Avenue/Florence Avenue</b></p> <p>Florence Avenue: 3 (2), 0 (0), 0 (0), 0 (0), 22 (24)</p> <p>La Brea Avenue: 0 (0), 0 (0), 0 (0), 0 (0)</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>Florence Avenue: 3 (2), 0 (0), 0 (0), 0 (0), 20 (21)</p> <p>La Brea Avenue: 0 (0), 2 (3)</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Florence Avenue: 12 (21), 18 (35)</p> <p>Market Street: 0 (0), 45 (86)</p>
<p><b>4. Locust Street/Florence Avenue</b></p> <p>Florence Avenue: 45 (86), 0 (0)</p> <p>Locust Street: 38 (56), 0 (0)</p>	<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Florence Avenue: 45 (86), 0 (0)</p> <p>Hillcrest Boulevard: 38 (56), 0 (0)</p>	<p><b>6. Cambridge Avenue/Florence Avenue</b></p> <p>Florence Avenue: 0 (0), 45 (86)</p> <p>Cambridge Avenue: 0 (0), 39 (58)</p>
<p><b>7. Prairie Avenue/Florence Avenue</b></p> <p>Florence Avenue: 45 (86), 0 (0)</p> <p>Prairie Avenue: 38 (56), 0 (0)</p>	<p><b>8. La Brea Avenue/Regent Street</b></p> <p>Regent Street: 7 (12), 21 (55), 44 (88)</p> <p>La Brea Avenue: 0 (0), 40 (47), 0 (0)</p>	<p><b>9. Market Street/Regent Street</b></p> <p>Regent Street: 0 (0), 28 (27), 0 (0)</p> <p>Market Street: 8 (12), 0 (0), 23 (41)</p>
<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard: 0 (0), 0 (0), 0 (0), 0 (0), 4 (38)</p> <p>La Brea Avenue: 0 (0), 0 (0), 0 (0), 15 (42), 0 (0)</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Manchester Boulevard: 0 (0), 0 (0), 0 (0), 0 (0), 18 (25)</p> <p>Market Street: 10 (25), 0 (0), 0 (0)</p>	<p><b>12. Prairie Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard: 0 (0), 0 (0), 0 (0), 0 (0), 31 (44)</p> <p>Prairie Avenue: 28 (27), 10 (25), 0 (0)</p>

FIGURE TRF-7  
Project Only Traffic Volumes

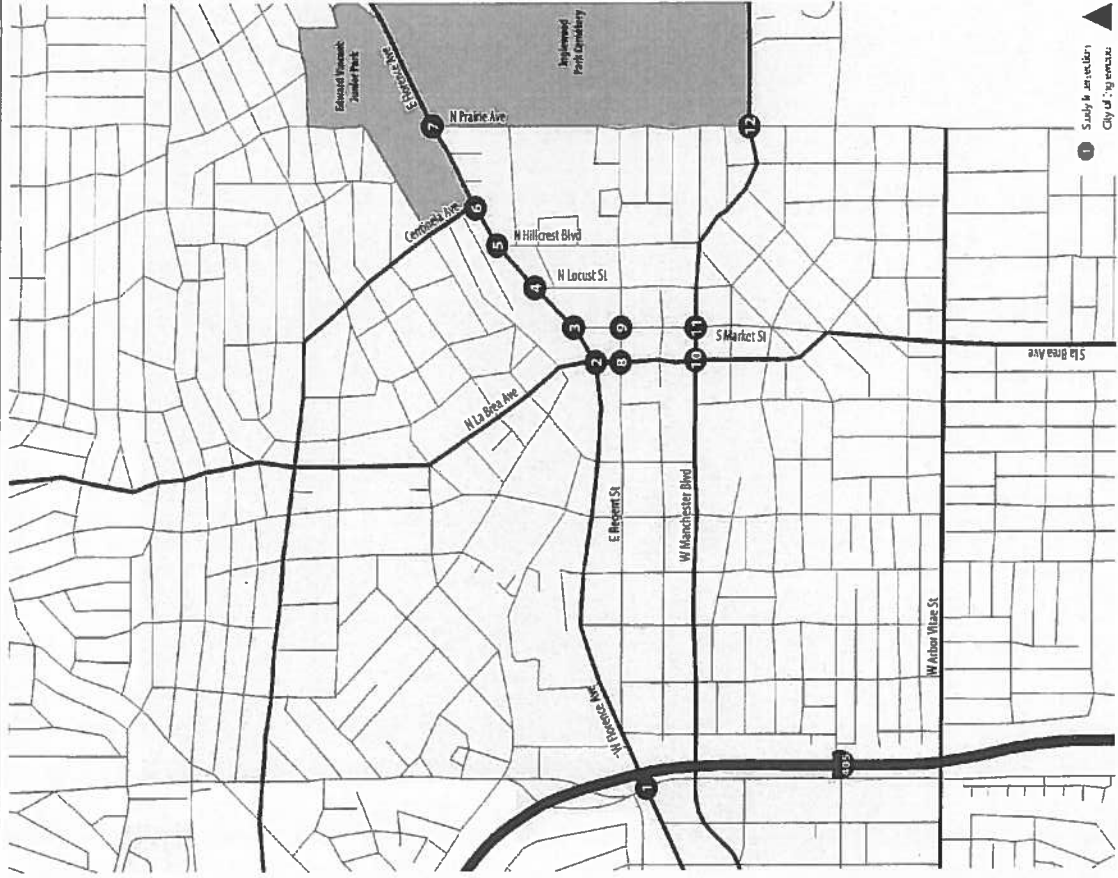
SOURCE: Fehr & Peers, 2015

Market Gateway Project

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Intersection	Northbound	Southbound	Eastbound	Westbound
1. La Cienega Boulevard/Florence Avenue	73 (27) 1,049 (407) 318 (285)	100 (18) 374 (227) 57 (135)	244 (128) 537 (888) 407 (540)	88 (131) 379 (707) 36 (41)
2. La Brea Avenue/Florence Avenue	148 (153) 830 (418) 88 (95)	77 (20) 862 (703) 49 (82)	140 (65) 811 (791) 129 (179)	107 (115) 534 (872) 57 (88)
3. Market Street/Florence Avenue	999 (807) 102 (115)	55 (53) 0 (10)	931 (1,011) 117 (134)	
4. Locust Street/Florence Avenue	1,180 (701) 207 (108)	8 (24) 58 (83)	653 (1,101) 14 (33)	
5. Hillcrest Boulevard/Florence Avenue	1,301 (775) 226 (203)	83 (34) 315 (209)	684 (1,088) 55 (98)	
6. Carlisle Avenue/Florence Avenue	1,448 (826) 1,238 (707)	705 (825) 285 (240)	288 (288) 652 (884)	
7. Prairie Avenue/Flagant Street	1,863 (1,108) 413 (408)	820 (443) 447 (489)	888 (1,288) 488 (501)	
8. La Brea Avenue/Flagant Street	134 (103) 335 (150) 88 (67)	135 (48) 794 (865) 23 (101)	50 (18) 707 (950) 50 (135)	40 (30) 198 (288) 108 (80)
9. Market Street/Flagant Street	27 (22) 439 (186) 43 (28)	81 (73) 18 (28) 14 (0)	42 (73) 184 (377) 37 (108)	
10. La Brea Avenue/Manchester Boulevard	158 (128) 894 (595) 34 (37)	125 (95) 754 (422) 28 (38)	187 (146) 512 (740) 103 (171)	157 (140) 565 (1,143) 80 (87)
11. Market Street/Manchester Boulevard	1,088 (784) 50 (61) 25 (31)	15 (13) 114 (100) 14 (49)	17 (41) 87 (133) 49 (98)	33 (70) 680 (1,144) 21 (25)
12. Prairie Avenue/Manchester Boulevard	601 (276) 1,034 (878) 184 (233)	177 (188) 887 (654) 178 (287)	102 (37) 632 (1,148) 120 (186)	

FIGURE TRF-8 Existing (2016) Plus Project Peak Hour Traffic Volumes and Lane Configurations

SOURCE: Fehr & Peers, 2016

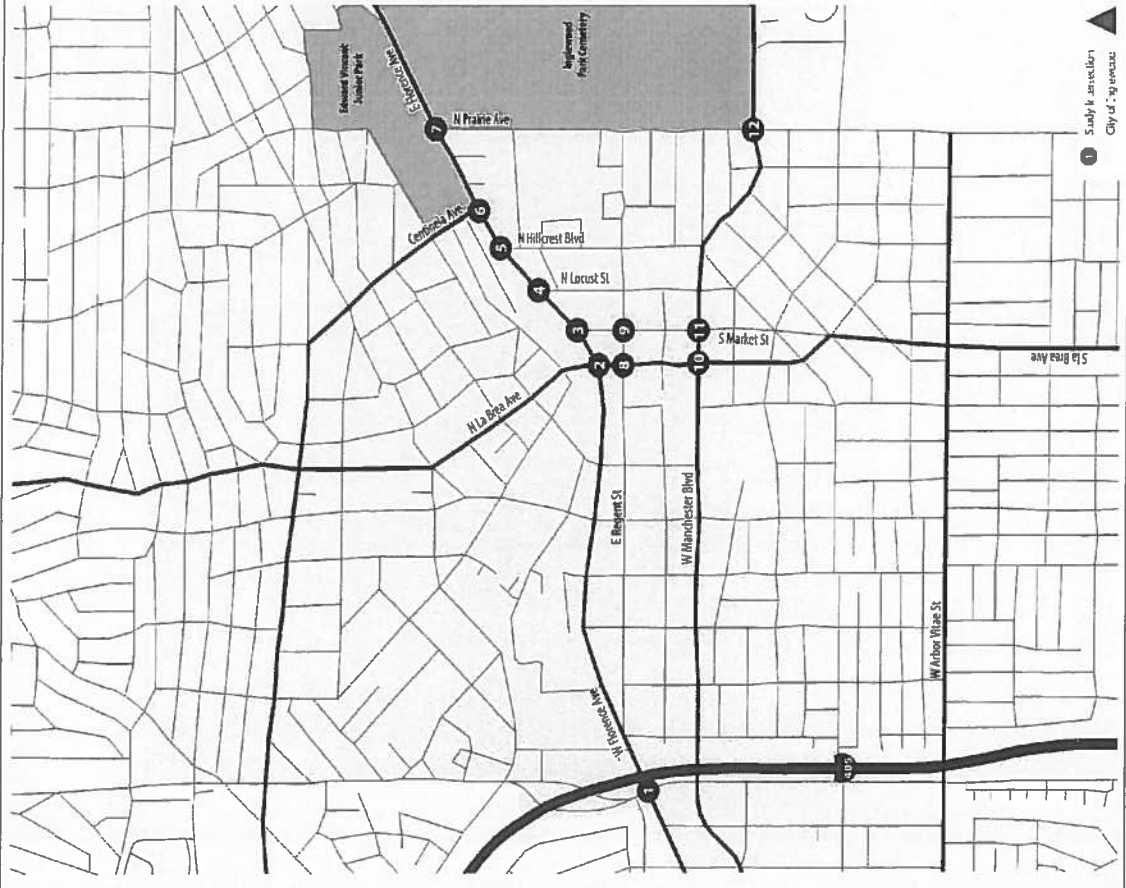
Market Gateway Project



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<p><b>1. La Cienega Boulevard/Florence Avenue</b></p> <p>Florence Avenue: 70 (135), 390 (728), 31 (42)</p> <p>La Cienega Boulevard: 75 (28), 1,080 (419), 359 (283), 424 (582), 591 (885), 851 (132)</p>	<p><b>2. La Brea Avenue/Florence Avenue</b></p> <p>Florence Avenue: 114 (125), 550 (899), 59 (71), 175 (891), 134 (184)</p> <p>La Brea Avenue: 153 (158), 855 (432), 92 (89), 79 (21), 1,007 (754), 51 (95)</p>	<p><b>3. Market Street/Florence Avenue</b></p> <p>Florence Avenue: 651 (1,042), 121 (188)</p> <p>Market Street: 57 (59), 0 (0), 97 (112), 1,030 (626), 105 (117)</p>
<p><b>4. Locust Street/Florence Avenue</b></p> <p>Florence Avenue: 2 (0), 672 (1,133), 14 (94)</p> <p>Locust Street: 0 (0), 0 (0), 0 (0), 8 (25), 0 (95), 1,195 (722), 223 (118)</p>	<p><b>5. Hillcrest Boulevard/Florence Avenue</b></p> <p>Florence Avenue: 699 (1,128), 57 (102)</p> <p>Hillcrest Boulevard: 324 (215), 85 (35)</p>	<p><b>6. Centinela Avenue/Florence Avenue</b></p> <p>Florence Avenue: 278 (297), 676 (1,023)</p> <p>Centinela Avenue: 750 (886), 294 (247)</p>
<p><b>7. Prairie Avenue/Florence Avenue</b></p> <p>Florence Avenue: 921 (1,350), 504 (516)</p> <p>Prairie Avenue: 1,935 (1,157), 548 (491), 885 (456), 845 (483)</p>	<p><b>8. La Brea Avenue/Regent Street</b></p> <p>Regent Street: 41 (31), 201 (306), 111 (82)</p> <p>La Brea Avenue: 140 (111), 344 (153), 70 (88), 139 (50), 938 (711), 25 (104)</p>	<p><b>9. Market Street/Regent Street</b></p> <p>Regent Street: 44 (75), 188 (388), 42 (113)</p> <p>Market Street: 19 (29), 98 (113), 99 (79)</p>
<p><b>10. La Brea Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard: 188 (155), 602 (1,189), 83 (101)</p> <p>La Brea Avenue: 130 (192), 209 (807), 901 (181), 186 (139), 922 (633), 39 (44)</p>	<p><b>11. Market Street/Manchester Boulevard</b></p> <p>Manchester Boulevard: 59 (88), 725 (1,185), 22 (28)</p> <p>Market Street: 62 (72), 1,108 (818), 28 (32), 15 (13), 117 (102), 14 (50)</p>	<p><b>12. Prairie Avenue/Manchester Boulevard</b></p> <p>Manchester Boulevard: 105 (38), 681 (1,205), 124 (182)</p> <p>Prairie Avenue: 618 (283), 1,082 (718), 311 (511), 231 (421), 910 (1,088), 58 (54)</p>

**DUDEK**

SOURCE: Fair & Peck, 2016

Market Gateway Project

Opening Year (2019) Plus Project Peak Hour Traffic Volumes and Lane Configurations

**FIGURE TRF-9**

**Market Gateway Project  
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**5            RESPONSE TO COMMENTS RECEIVED**

Two comment letters were received in response to the proposed project's Draft IS/MND. This section of the Final IS/MND includes a copy of these comment letters and the City's responses. The letters were each assigned a letter (A and B), and the issues within the comment letter are bracketed and numbered (e.g., A-1, A-2). The letters are followed by the City's responses that are lettered and numbered to correspond with the bracketed comments.

The City's responses to comments on the IS/MND represent a good-faith, reasoned effort to address the environmental issues identified by the comments. Pursuant to CEQA Guidelines Section 15074(b), decision makers will consider the proposed IS/MND together with the comments received during the public review process.

**Market Gateway Project  
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# Market Gateway Project Initial Study/Mitigated Negative Declaration

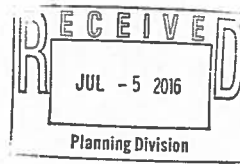
Comment Letter A



**COUNTY OF LOS ANGELES**  
FIRE DEPARTMENT  
1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

June 30, 2016



Mindy Wilcox, Planner Manager  
City of Inglewood  
Economic and Community Development Department  
One Manchester Boulevard  
Inglewood, CA 90301

Dear Ms. Wilcox:

**NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION, "MARKET GATEWAY PROJECT", INVOLVES REDEVELOPMENT OF ONE 2.77-ACRE VACANT PARCEL AND FIVE UNDERUTILIZED OR VACANT PARCELS WITH TOTAL 1.22 ACRES WITH A MIXED-USE STRUCTURE CONTAINING RESIDENTIAL USES, COMMERCIAL USES, AND PARKING, INGLEWOOD (FFER 201600093)**

The Notice of Adopt a Mitigated Negative Declaration has been reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department. The following are their comments:

**PLANNING DIVISION:**

1. In Section 3.14, Public Services, paragraph a, the second paragraph should be clarified to state that the closest available LACFD resources would be responded to Fire Station 171's jurisdiction should the need arise for additional resources to respond to an incident.

Also, the fourth paragraph in this section incorrectly references the payment of developer fees by the project applicant to offset the increase in costs of personnel or equipment. The County of Los Angeles' developer fee program for

**SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:**

AGOURA HILLS ARTESIA AZUSA BALDWIN PARK BELL BELL GARDENS BELLFLOWER BRADBURY	CALABASAS CARSON CERRITOS CLAREMONT COMMERCE Covina CUDAHY	DIAMOND BAR DUARTE EL MONTE GARDENA GLENDORA HAWAIIAN GARDENS HAWTHORNE	HIDDEN HILLS HUNTINGTON PARK INDUSTRY INGLEWOOD IRVINDALE LA CANADA FLINTRIDGE LA HABRA	LA MIRADA LA PUENTE LANEWOOD LANCASTER LARCHDALE LOMITA LYNWOOD	MALIBU MAYWOOD NORWALK PALMDALE PALOS VERDES ESTATES PARAMOUNT PICO RIVERA	POMONA RANCHO PALOS VERDES ROLLING HILLS ROLLING HILLS ESTATES ROSEMEAD SAN DIMAS SANTA CLARITA	SIGNAL HILL SOUTH EL MONTE SOUTH GATE TEMPLE CITY WALNUT WEST HOLLYWOOD WESTLAKE VILLAGE WHITTIER
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A-1  
A-2

# Market Gateway Project

## Initial Study/Mitigated Negative Declaration

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the benefit of the LACFD is only in effect in the high-growth areas of Los Angeles County (i.e., the Malibu/Santa Monica Mountains area, the Santa Clarita Valley, and the Antelope Valley) and not in the City of Inglewood. Any and all references to this developer fee should be removed from this document.

### LAND DEVELOPMENT UNIT:

1. The statutory responsibilities of the County of Los Angeles Fire Department's Land Development Unit are to review and comment on all projects within the unincorporated areas of the County of Los Angeles. Our emphasis is on the availability of sufficient water supplies for firefighting operations and local/regional access issues. However, we review all projects for issues that may have a significant impact on the County of Los Angeles Fire Department. We are responsible for the review of all projects within contract cities (cities that contract with the County of Los Angeles Fire Department for fire protection services). We are responsible for all County facilities located within non-contract cities. The County of Los Angeles Fire Department's Land Development Unit may also comment on conditions that may be imposed on a project by the Fire Prevention Division, which may create a potentially significant impact to the environment.
2. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants.
3. The proposed development may necessitate multiple ingress/egress access for the circulation of traffic and emergency response issues.
4. Every building constructed shall be accessible to Fire Department's apparatus by way of access roadways with an all-weather surface of not less than the prescribed width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
5. The maximum allowable grade shall not exceed 15% except where topography makes it impractical to keep within such grade. In such cases, an absolute maximum of 20% will be allowed for up to 150 feet in distance. The average maximum allowed grade including topographical difficulties, shall be no more than 17%. Grade breaks shall not exceed 10% in ten feet.
6. When involved with subdivision in a city contracting fire protection with the County of Los Angeles Fire Department, Fire Department's requirements for

A-2  
Cont.

A-3

# Market Gateway Project

## Initial Study/Mitigated Negative Declaration

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- access, fire flows, and hydrants are addressed during the subdivision tentative map stage.
7. Fire sprinkler systems are required in some residential and most commercial occupancies. For those occupancies not requiring fire sprinkler systems, it is strongly suggested that fire sprinkler systems be installed. This will reduce potential fire and life losses. Systems are now technically and economically feasible for residential use.
  8. The development may require fire flows up to 8,000 gallons per minute at 20 pounds per square inch residual pressure for up to a five-hour duration. Fire flows are determined by the County of Los Angeles Fire Code, Appendix B, Table B105.1.
  9. Fire hydrant spacing shall be 300 feet and shall meet the following requirements:
    - a) No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant.
    - b) No portion of a building shall exceed 400 feet via vehicular access from a properly spaced public fire hydrant.
    - c) Additional hydrants will be required if hydrant spacing exceeds specified distances.
    - d) When cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and midblock.
    - e) A cul-de-sac shall not be more than 500 feet in length when serving land zoned for commercial use.
  10. **NON-RESIDENTIAL TURNING RADIUS:** Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
  11. **NON-RESIDENTIAL ACCESS:** All on-site driveways/roadways shall provide a minimum unobstructed width of 28 feet, clear-to-sky. The on-site driveway is to be within 150 feet of all portions of the exterior walls of the first story of any building. The centerline of the access driveway shall be located parallel to and within 30 feet of an exterior wall on one side of the proposed structure.



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Cont.

# Market Gateway Project

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12. NON-RESIDENTIAL ACCESS WIDTHS: Driveway width for non-residential developments shall be increased when any of the following conditions will exist:
  - a) Provide 34 feet in-width when parallel parking is allowed on one side of the access roadway/driveway. Preference is that such parking is not adjacent to the structure.
  - b) Provide 42 feet in-width when parallel parking is allowed on each side of the access roadway/driveway.
  - c) Any access way less than 34 feet in-width shall be labeled "Fire Lane" on the final recording map and final building plans.
  - d) For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING - FIRE LANE" in three-inch high letters. Driveway labeling is necessary to ensure access for Fire Department use.
13. HIGH DENSITY RESIDENTIAL Fire Flow: The development may require fire flows up to 5,000 gallons per minute at 20 per square inch residual pressure for up to a five-hour duration. Final fire flows will be based on the size of the buildings, their relationship to other structures, property lines, and types of construction used.
14. HD RESIDENTIAL HYDRANT REQUIREMENTS: Fire hydrant spacing shall be 300 feet and shall meet the following requirements:
  - a) No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant.
  - b) No portion of a building shall exceed 400 feet via vehicular access from a properly spaced fire hydrant.
  - c) When cul-de-sac depth exceeds 200 feet, hydrants will be required at the corner and midblock.
  - d) Additional hydrants will be required if the hydrant spacing exceeds specified distances.



A-3  
Cont.

# Market Gateway Project

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15. High Density RESIDENTIAL TURNING RADIUS: Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
16. HIGH DENSITY RESIDENTIAL ACCESS: All on-site driveways shall provide a minimum unobstructed width of 28 feet, clear-to-sky. The 28 foot width does not allow for parking and shall be designated as a "Fire Lane", and have appropriate signage. The centerline of the on-site driveway shall be located parallel to and within 30 feet of an exterior wall on one side of the proposed structure. The on-site driveway is to be within 150 feet of all portions of the exterior walls of the first story of any building.
17. High Density RESIDENTIAL ACCESS WIDTHS: The 28 feet in width shall be increased to:
  - a) 34 feet in width when parallel parking is allowed on one side of the access way.
  - b) 36 feet in width when parallel parking is allowed on both sides of the access way.
  - c) Any access way less than 34 feet in width shall be labeled "Fire Lane" on the final recording map and final building plans.
  - d) For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING - FIRE LANE" in three-inch high letters. Driveway labeling is necessary to ensure access for Fire Department use.
18. HIGH DENSITY RESIDENTIAL NET ACRE: When serving land zoned for residential uses having a density of more than four units per net acre:
  - a) A cul-de-sac shall be a minimum of 34 feet in width and shall not be more than 700 feet in length.
  - b) The length of the cul-de-sac may be increased to 1000 feet if a minimum of 36 feet in width is provided.



A-3  
Cont.

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- c) A Fire Department approved turning area shall be provided at the end of a cul-de-sac.
19. SINGLE FAMILY DWELLING FIRE FLOW: Single family detached homes shall require a minimum fire flow of 1,250 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. Two family dwelling units (duplexes) shall require a fire flow of 1,500 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. When there are five or more units taking access on a single driveway, the minimum fire flow shall be increased to 1,500 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration.
20. Single Family Detached: HYDRANT REQUIREMENT Fire hydrant spacing shall be 600 feet and shall meet the following requirements:
- a) No portion of lot frontage shall be more than 450 feet via vehicular access from a public fire hydrant.
  - b) No portion of a structure should be placed on a lot where it exceeds 750 feet via vehicular access from a properly spaced public fire hydrant.
  - c) When cul-de-sac depth exceeds 450 feet on a residential street, hydrants shall be required at the corner and mid-block.
  - d) Additional hydrants will be required if hydrant spacing exceeds specified distances.
21. Single Family Detached: TURNING RADIUS A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
22. Single Family Detached Access: Fire Department's access shall provide a minimum unobstructed width of 28 feet, clear-to-sky and be within 150 feet of all portions of the exterior walls of the first story of any single unit. If exceeding 150 feet, provide 20 feet minimum paved width "Private Driveway/Fire Lane" clear-to-sky to within 150 feet of all portions of the exterior walls of the unit. Fire Lanes serving three or more units shall be increased to 26 feet.
23. Single Family Detached ACCESS WIDTHS: Streets or driveways within the development shall be provided with the following:



A-3  
Cont.



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- a) Provide 36 feet in width on all streets where parking is allowed on both sides.
  - b) Provide 34 feet in width on cul-de-sacs up to 700 feet in length. This allows parking on both sides of the street.
  - c) Provide 36 feet in width on cul-de-sacs from 701 to 1,000 feet in length. This allows parking on both sides of the street.
  - d) For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING - FIRE LANE" in three-inch high letters. Driveway labeling is necessary to ensure access for Fire Department use. Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road.
24. All access devices and gates shall meet the following requirements:
- a) Any single gated opening used for ingress and egress shall be a minimum of 26 feet in-width, clear-to-sky.
  - b) Any divided gate opening (when each gate is used for a single direction of travel i.e., ingress or egress) shall be a minimum width of 20 feet clear-to-sky.
  - c) Gates and/or control devices shall be positioned a minimum of 50 feet from a public right-of-way and shall be provided with a turnaround having a minimum of 32 feet of turning radius. If an intercom system is used, the 50 feet shall be measured from the right-of-way to the intercom control device.
  - d) All limited access devices shall be of a type approved by the Fire Department.
  - e) Gate plans shall be submitted to the Fire Department prior to installation. These plans shall show all locations, widths, and details of the proposed gates.

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Cont.

# Market Gateway Project

## Initial Study/Mitigated Negative Declaration

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25. All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to the Fire Department for review prior to implementation.
26. Provide three sets of alternate route (detour) plans with a tentative schedule of planned closures, prior to the beginning of construction. Complete architectural/structural plans are not necessary.
27. Disruptions to water service shall be coordinated with the County of Los Angeles Fire Department and alternate water sources shall be provided for fire protection during such disruptions.
28. The County of Los Angeles Fire Department, Land Development Unit's comments are only general requirements. Specific fire and life safety requirements and conditions set during the environmental review process will be addressed and conditions set at the building and fire plan check phase. Once the official plans are submitted for review there may be additional requirements.
29. Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department's Land Development Unit's Inspector Nancy Rodeheffer at (323) 890-4243.
30. The County of Los Angeles Fire Department's Land Development Unit appreciates the opportunity to comment on this project.

### FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

1. The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones or Fire Zone 4, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

### HEALTH HAZARDOUS MATERIALS DIVISION:

1. The Health Hazardous Materials Division (HHMD) of the Los Angeles County Fire Department advises that some areas of the project site proposed to be developed may require environmental assessment and/or mitigation under environmental oversight by the appropriate authorized government agencies. Appropriate authorized government environmental oversight agencies include, but are not

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# Market Gateway Project Initial Study/Mitigated Negative Declaration

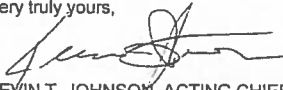
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limited to, the California Department of Toxic Substances Control (DTSC), the Los Angeles Regional Water Quality Control Board (LARWQCB), and/or the HHMD Site Mitigation Unit (SMU).

If you have any additional questions, please contact this office at (323) 890-4330.

Very truly yours,



KEVIN T. JOHNSON, ACTING CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

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Initial Study/Mitigated Negative Declaration**

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Initial Study/Mitigated Negative Declaration**

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**Response to Comment Letter A**

**County of Los Angeles Fire Department  
June 30, 2016**

- A-1** This comment states that the Notice of Intent to Adopt an MND for the proposed project was reviewed by the Planning Division, the Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department (LACFD). No response is required.
- A-2** This comment, provided by the Planning Division of the LACFD, consists of a request for several factual corrections in the IS/MND. These corrections have been made; refer to Chapter 6 of this Final IS/MND. As requested in this comment, all references to LACFD's developer fee have been removed. The corrections that were made in response to this comment do not change the environmental analysis or conclusions of the IS/MND and were incorporated into this Final IS/MND only for the purpose of clarifying and correcting facts about the LACFD's services and processes.
- A-3** This comment characterizes the responsibilities of the Land Development Unit and lists design requirements for the proposed project, including fire flows, hydrant spacing, and access requirements. The proposed project is required to comply with these specifications, which would be verified during the LACFD plan check process.
- A-4** This comment states that any plans for traffic calming measure (i.e., speed humps), must be submitted to the LACFD for review prior to implementation of such traffic calming measures. As with other components of the proposed project, any plans for traffic calming devices that are part of the project would be submitted to LACFD as part of the plan check process.
- A-5** This comment states that planned road closures and any disruptions to water service that may occur during construction of the proposed project must be communicated to the LACFD and coordinated with the LACFD. This comment also states that in the event of road closures, the applicant must provide three sets of detour plans with a tentative schedule for the closures prior to the beginning of construction. The applicant and/or the City will coordinate with the LACFD in the event that any planned construction activities would interfere with access and/or water service and would comply with any LACFD requirements during construction.
- A-6** This comment states that the requirements listed in Comment A-3 through A-5 are general in nature. Additional requirements may be imposed during the building and

## Market Gateway Project Initial Study/Mitigated Negative Declaration

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fire plan check phases. This comment also provides contact information for any questions regarding subdivision, water systems, or access.

The proposed project would be required to comply with any additional design specifications that are imposed by the LACFD during their plan check process. If any questions arise regarding access, water systems, or subdivision, the Land Development Unit's Inspector will be contacted at the telephone number provided as part of this comment.

**A-7** This comment lists the statutory responsibilities of the Forestry Division (erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance). These issue areas have been addressed in the IS/MND, and impacts to these issue areas would not be significant (see Sections 3.4, 3.5, and 3.8(h) of this IS/MND for details).

**A-8** This comment, provided by the Health Hazardous Materials Division of the LACFD, states that some areas of the project site may require environmental assessment and/or mitigation under environmental oversight by the appropriate authorized government agencies, which may include DTSC, Los Angeles RWQCB, and the Health Hazardous Materials Division Site Mitigation Unit.

As described in Section 3.8(b) of this IS/MND, one of the properties that make up the project site formerly contained underground storage tanks associated with automotive activities. A Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment have been conducted for this property. As stated in Section 3.8(b), soil gas testing was conducted as part of the Phase II Environmental Site Assessment. The soil gas testing found low concentrations of benzene and trichloroethene (TCE) in soil gas. Benzene, which is a chemical found in total petroleum hydrocarbons (TPH), was attributed to the auto repair activities that previously occurred on the site. However, TPH was only detected in one soil sample, and the concentration fell below the DTSC screening value for oil range hydrocarbons on a commercial property. The remaining samples were below method-reporting limits for petroleum hydrocarbons. Regarding TCE, the predicted indoor air concentration for the proposed structure based on the soil gas concentrations falls below the DTSC recommendation. However, in the event that contaminated soil is encountered during construction, contaminated soils would be assessed, removed, and disposed of in accordance with applicable local, state, and federal regulations for proper treatment of contaminated soils. In the event that such soils are encountered, the issue would be addressed under oversight by the appropriate agency, such as DTSC.

# Market Gateway Project Initial Study/Mitigated Negative Declaration

Comment Letter B



## COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

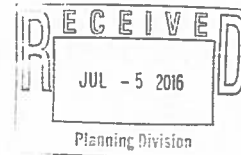
1955 Workman Mill Road, Whittier, CA 90601-1400  
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998  
Telephone: (562) 699-7411, FAX: (562) 699-5422  
www.lacsd.org

GRACE ROBINSON HYDE  
Chief Engineer and General Manager

July 1, 2016

Ref Doc. No.: 3768829

Ms. Mindy Wilcox, AICP  
Planning Manager  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301



Dear Ms. Wilcox:

### Comment Letter for the Market Gateway Project

The Sanitation Districts of Los Angeles County (Districts) received a Notice of Intent to Adopt a Mitigated Negative Declaration for the subject project on June 20, 2016. The proposed project is located within the jurisdictional boundaries of District No. 5. We offer the following comments:

#### Utilities and Service Systems

1. Item 3.17(b), *page 162*, paragraph 1 – The applicant would also be required to pay connection fees to the Districts. The Districts are empowered by the California Health and Safety Code to charge a fee for the privilege of connecting (directly or indirectly) to the Districts' Sewerage System or for increasing the strength or quantity of wastewater discharged from connected facilities. This connection fee is a capital facilities fee that is imposed in an amount sufficient to construct an incremental expansion of the Sewerage System to accommodate the proposed project. Payment of a connection fee will be required before a permit to connect to the sewer is issued. For more information and a copy of the Connection Fee Information Sheet, go to [www.lacsd.org](http://www.lacsd.org), Wastewater & Sewer Systems, click on Will Serve Program, and search for the appropriate link. In determining the impact to the Sewerage System and applicable connection fees, the Districts' Chief Engineer will determine the user category (e.g. Condominium, Single Family home, etc.) that best represents the actual or anticipated use of the parcel or facilities on the parcel. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.
2. Item 3.17(c), *page 164*, paragraph 1 – The expected average wastewater flow from the proposed project, described in the document as 235 residential apartment units and a total of 45,185 square feet of retail shopping center space, is 51,345 gallons per day. For a copy of the Districts' average wastewater generation factors, go to [www.lacsd.org](http://www.lacsd.org), Wastewater & Sewer Systems, click on Will Serve Program, and click on the [Table 1, Loadings for Each Class of Land Use](#) link.

B-1

B-2

1914C #3750206-1103

Recycled Paper

# Market Gateway Project Initial Study/Mitigated Negative Declaration

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Ms. Mindy Wilcox

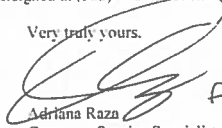
-2-

July 1, 2016

3. Item 3.17(c), *page 164*, paragraph 1 – The Joint Water Pollution Control Plant located in the City of Carson has a capacity of 400 million gallons per day (mgd) and currently processes an average flow of 258.4 mgd.
4. All other information concerning Districts' facilities and sewerage service contained in the document is current.

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2717.

Very truly yours,

  
Adriana Raza *for*  
Customer Service Specialist  
Facilities Planning Department

AR:ar

cc: M. Sullivan  
M. Tatalovich

↑  
B-2  
Cont.  
↓  
B-3

DOC #3740206-1205



**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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**Response to Comment Letter B**

**County Sanitation Districts of Los Angeles County  
July 1, 2016**

- B-1** This comment states that the applicant would be required to pay connection fees to the LACSD and provides information about the connection fees. Section 3.17, Utilities and Service Systems, has been revised to clarify that connection fees would be required by the LACSD. See Chapter 6 of this Final IS/MND, which shows these revisions in underlined text.
- B-2** This comment provides the expected average wastewater flow from the proposed project (51,345 gallons per day) as calculated by the LACSD and also clarifies information about the Joint Water Pollution Control Plant that was included in the IS/MND. The anticipated average wastewater flow and the additional information about the Joint Water Pollution Control Plant provided in this comment have been incorporated as revisions in this Final IS/MND; see Chapter 6.
- B-3** This comment states that all other information concerning the LACSD's facilities and sewerage service contained in the June 2016 IS/MND is current. This comment also provides a point of contact for further questions. In the event that any questions arise regarding the LACSD's facilities and sewerage service with regards to the proposed project, the City and/or the applicant will contact the LACSD using the contact information provided.

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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## Market Gateway Project Initial Study/Mitigated Negative Declaration

### 6 ERRATA

The written comments received by the City during the public review period for the June 2016 Draft IS/MND contain several revisions to information in the IS/MND, specifically with regards to fire protection services and sewer services. The City wishes to make these revisions by way of an errata. This errata merely clarifies and corrects minor facts and does not constitute “substantial revisions” requiring recirculation of the June 2016 IS/MND, as set forth in CEQA Guidelines, Section 15073.5. The revisions are shown in Table 6-1 and are categorized by page number and section number. Text from the June 2016 Draft IS/MND that has been removed is shown in strikethrough (i.e., ~~strikethrough~~), and text that has been added as part of the Final IS/MND is shown as underlined (i.e., underline). Revisions are shown with surrounding sentences for context.

**Table 6-1  
Errata**

Final IS/MND Page Number	Section	Clarification/Revision
126	3.14(a)	<p><i>A revision has been made to Section 3.14, Public Services, in response to a correction that was provided by the LACFD in their comment letter dated June 30, 2016.</i></p> <p>Fire Station 171, located approximately 0.3 mile from the project site, is closest to the project site and would be the first responder to the site. In the event that Fire Station 171 cannot meet the immediate needs of a call for services independently or does not have capability to address the full extent of a larger incident, <del>Fire Stations 170 and 173, as well as other LACFD facilities, could respond or provide support</del> <u>the closest available LACFD resources would provide support.</u></p>
127	3.14(a)	<p><i>A revision has been made to Section 3.14, Public Services, in response to a correction that was provided by the LACFD in their comment letter dated June 30, 2016, stating the development fees are not required by the LACFD for projects in the City of Inglewood. Rather, these fees are applicable only in parts of Los Angeles County that are determined to be high-growth areas (i.e., Antelope Valley, Santa Clarita, and the Malibu/Santa Monica Mountains area).</i></p> <p>As discussed in Section 3.13, the proposed project would increase the land use intensity of the project site, resulting in an increase of approximately 309 employees and 705 residents on the site. The increase in City residents and employees would represent an incremental increase in demand for fire services within the City. However, the proposed project would be subject to current LACFD requirements for fire sprinkler systems, fire alarm systems, fire flow, and equipment and firefighter access, as well as fire code requirements. Compliance with the fire code standards would be ensured through the plan check process and fire review prior to the issuance of building permits. <u>Development fees would not be required by the LACFD, since the project is not located in an area of high growth. As such, it is not anticipated that the project would necessitate expansion of fire facilities and staff and/or new equipment.</u> <del>Payment of development fees by the project applicant would be used to offset the</del></p>

## Market Gateway Project Initial Study/Mitigated Negative Declaration

**Table 6-1  
Errata**

Final IS/MND Page Number	Section	Clarification/Revision
		<p><del>costs of increased personnel or equipment in order to maintain acceptable service ratios, response times, and other performance objectives.</del> Furthermore, the project would not have a significant effect on service demands, as determined by the LACFD (Johnson, pers. comm. 2015). As such, the construction or expansion of existing fire facilities would not be required as a result of developing both phases of the proposed project. Therefore, neither phase of the proposed project would result in substantial adverse physical impacts associated with the provision of new or physically altered facilities. Impacts resulting from both phases of the proposed project would be <b>less than significant</b> during construction and operation. No mitigation is required.</p>
162	3.17(b)	<p><i>A revision has been made to Section 3.17, Utilities and Service Systems, in response to a correction that was provided by the LACSD in their comment letter dated July 1, 2016, stating that the applicant would be required to pay connection fees to the LACSD.</i></p> <p>For both water and wastewater service connections, the applicant would be required to pay connection and use fees to the City. <u>The applicant would also be required to pay a connection fee to the LACSD.</u> Connection fees must be paid before connection permits are issued. Among other things, these fees are used to fund improvements needed to continue serving the applicable service area (e.g., operate/maintain groundwater wells and make wholesale purchases from the Metropolitan Water District), ensure adequate capacity, and comply with applicable water treatment requirements. The proposed project would therefore not—even indirectly—require or result in the construction or expansion of water/wastewater treatment facilities.</p>
164	3.17(e)	<p><i>A revision has been made to Section 3.17, Utilities and Service Systems, in response to information that was provided by the LACSD in their comment letter dated July 1, 2016, providing the anticipated average wastewater flow from the proposed project and providing further information about the Joint Water Pollution Control Plant.</i></p> <p>The proposed project represents an increase in the intensity of uses on the project site, and would therefore, be expected to increase the amount of wastewater generated. <u>According to the LACSD, the expected average wastewater flow from the proposed project would be 51,345 gallons per day.</u> However, the increase in wastewater generation in a regional context would not be substantial. LACSD's Joint Water Pollution Control Plant has a total permitted capacity of 400 million gallons per day (LACSD 2016) <u>and currently processes an average flow of 258.4 million gallons per day.</u> The proposed project's increase in wastewater would be minor and incremental relative to the wastewater flows currently supported by <del>these</del> <u>the</u> plants.</p>

**Market Gateway Project  
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**7            MITIGATION MONITORING AND REPORTING PROGRAM**

The CEQA Guidelines, Section 15074(d), requires that a lead or responsible agency adopt a mitigation monitoring plan when approving or carrying out a project when an IS/MND identifies measures to reduce potential adverse environmental impacts. As lead agency for the project, the City is responsible for adoption and implementation of the mitigation monitoring and reporting program (MMRP).

The City has prepared an IS/MND in conformance with CEQA Guidelines, Section 15070(b). The purpose of the MND and the Initial Study Checklist (i.e., the IS/MND) is to identify any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project as necessary to eliminate the potentially significant effects of the project or to reduce the effects to a level of insignificance.

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**City of Inglewood  
Market Gateway Project  
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting	
				Comments	Date Initials
<p><b>MM-BIO-1</b> To prevent the disturbance of nesting native and/or migratory bird species, the City shall require that clearing of street trees or other vegetation must take place between September 1 and February 14, during both Phase I and Phase II of construction. If Phase I or Phase II construction is scheduled or ongoing during bird nesting season (February 15 to August 31), the City shall require that a qualified biologist conduct a nesting bird survey within 250 feet of the construction activity, no less than 14 days and no more than 30 days prior to the commencement of construction activities. Surveys shall be conducted in accordance with California Department of Fish and Wildlife protocols, as applicable. If no active nests are identified on or within 250 feet of the construction activity, no further mitigation is necessary. A copy of the pre-construction survey shall be submitted to the Planning Division. If an active nest is identified, construction shall be suspended in the area of the nest until the nesting cycle is complete, as determined by a qualified ornithologist or biologist.</p>	<p>Prior to construction; during construction (if active nests are identified)</p>	<p>Applicant; qualified ornithologist or biologist</p>	<p>City of Inglewood Planning Division</p>		
<p><b>MM-CUL-1</b> To ensure that the Fox Theater is not impacted during demolition, grading and construction activities at 101 Market Street and 125 Market Street, the City of Inglewood Planning and Building Divisions shall ensure that the applicant implements the following measures in conformance with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (the Standards, Weeks and Grimmer 1995):</p> <ul style="list-style-type: none"> <li>• Prior to any demolition, grading or construction activities</li> </ul>	<p>Prior to and during construction</p>	<p>Applicant; qualified historic preservation consultant</p>	<p>City of Inglewood Planning and Building Divisions</p>		

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Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Comments	Reporting	
					Date	Initials
<p>at 101 Market Street and 125 Market Street, the applicant shall retain the services of a qualified historic preservation consultant, at the approval of the City of Inglewood Planning and Building Divisions, to assist with the requirements of this mitigation measure.</p> <ul style="list-style-type: none"> <li>• Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall coordinate with the owner of the Fox Theater to document the existing conditions of the theater with the preparation of an existing conditions report. Documentation of existing conditions in the report shall take the form of written descriptions, color photographs and/or a videotape recording, as well as a survey of existing cracks and physical damage. Photographs to be included in the report shall show both the interior and exterior of the building, with close-up images of cracks, staining, indications of settlement, damage, and other fragile conditions. The crack survey, included as part of the existing conditions report, shall include a drawing of each wall, floor, and ceiling surface that has visible cracking/damage, with the location of cracks and other damage identified. The existing conditions report shall be submitted to the City of Inglewood Planning and Building Divisions for review and approval.</li> <li>• Based on the existing conditions established in the existing conditions report, the applicant shall develop a detailed Protection Plan for the Fox Theater, including protection of its structural integrity, character defining features, and interior design elements. The Protection Plan shall consider the effects of vibration, water, dust,</li> </ul>						

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Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting		
				Comments	Date	Initials
<p>fire, as well as the physical impacts caused by the use of heavy machinery and associated construction activities at 101 Market Street and 125 Market Street. A monitoring program shall be established as part of the Protection Plan, which includes daily monitoring of the Fox Theater to assess any physical impacts. The Protection Plan shall also include actionable check points that require a signature by the City of Inglewood Planning or Building Divisions. The Protection Plan shall be developed in conformance with the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings</i> (the Standards, Weeks and Grimmer 1995), and in consideration of the guidance provided in National Park Service Preservation Tech Notes "Temporary Protection Number 3: Protecting a Historic Structure During Adjacent Construction" (Randl 2001). The final Protection Plan shall be reviewed and approved by a qualified historic preservation consultant and the City of Inglewood Planning and Building Divisions, discussed in detail with the construction contractor, and attached to all construction/design plans.</p> <ul style="list-style-type: none"> <li>• Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall coordinate with the owner of the Fox Theater and the City of Inglewood Planning and Building Divisions to discuss proposed demolition, grading and construction plans, proposed design plans, and how the</li> </ul>						



# Market Gateway Project Initial Study/Mitigated Negative Declaration

## City of Inglewood Market Gateway Project Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting		
				Comments	Date	Initials
<p>applicant proposes to minimize the risk of damaging the Fox Theater during demolition, grading and construction activities.</p> <ul style="list-style-type: none"> <li>Prior to any demolition, grading or construction activities at 101 Market Street and 125 Market Street, the applicant shall have all proposed design plans for adjacent demolition, grading and construction reviewed by a qualified preservation consultant for compliance with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings. The Fox Theater appears to have always shared its north and south walls with adjacent properties. This shall be considered in the proposed design if portions of the theater's walls will be exposed that were historically covered by adjacent properties.</li> <li>Prior to demolition, grading or construction activities, the applicant's construction contractor shall coordinate with the owner of the Fox Theater to monitor the structural condition of the theater on a daily basis during the demolition, grading, and construction phases of the proposed project. During the demolition, grading, and construction phases of the proposed project, daily monitoring of the Fox Theater structure shall occur in coordination with the City of Inglewood Planning and Building Divisions to ensure that new cracking and/or damage does not occur because of construction vibration or other physical impacts taking place at 101 Market Street and 125 Market Street.</li> </ul>						

**Market Gateway Project  
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**City of Inglewood  
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Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting		
				Comments	Date	Initials
<ul style="list-style-type: none"> <li>• If cracking, damage and/or deterioration is observed at the Fox Theater structure during demolition, grading and/or construction activities at 101 Market Street and 125 Market Street, all demolition, grading and/or construction activities shall cease until the cracking, damage and/or deterioration is evaluated by a licensed structural engineer and the City of Inglewood Planning and Building Divisions. The licensed structural engineer shall determine what, if any, protective measures can be implemented to prevent irreparable damage to the Fox Theater, subject to approval by the City of Inglewood Planning and Building Divisions. If irreparable damage to the Fox Theater cannot be prevented, all demolition, grading and/or construction activities at the 101 Market Street and 125 Market Street sites shall cease until a revised or new Protection Plan (in conformance with the <i>Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings</i>) is completed by a qualified historic preservation consultant and approved by the City of Inglewood Planning and Building Divisions.</li> </ul>						
<p><b>MM-CUL-2</b> A qualified archaeologist and Native American monitor shall be present for all initial ground disturbing activities associated with the proposed project. The monitors shall be responsible for the identification of cultural resources that may be impacted by project activities. The monitors may stop ground disturbing activities in order to assess any discoveries in the field. Monitoring may be</p>	During all initial ground disturbing activities	Applicant; qualified archaeologist and Native American monitor	City of Inglewood Planning Division			

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Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting	
				Comments	Date Initials
<p>discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The project archaeologist shall be responsible for determining the duration and frequency of monitoring.</p> <p><b>MM-CUL-3</b> In the event that archaeological resources (sites, features, or artifacts) are exposed during construction activities for the proposed project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending upon the significance of the find under CEQA (14 CCR 15064.5(f); PRC Section 21082), the archaeologist may exhaust the data potential of the find through the process of field-level recordation and allow work to continue. If the discovery proves significant under CEQA, additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted.</p>	During construction	Applicant; qualified archaeologist	City of Inglewood Planning Division		
<p><b>MM-CUL-4</b> Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Building Official, or designee. The qualified paleontologist shall attend the preconstruction meeting and be on-site during all rough grading and other significant ground-disturbing activities in depths greater than 10 feet below ground surface. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor will temporarily halt and/or divert grading activity to</p>	Prior to and during grading activity	Applicant; qualified paleontologist	City of Inglewood Planning Division		

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Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting	
				Comments	Date Initials
<p>allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP) (2010).</p> <p><b>MM-CUL-5</b> In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are, or are believed to be, Native American, he or she shall notify the NAHC in Sacramento within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendant (MLD) from the deceased Native American. The MLD shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.</p>	<p>During ground-disturbing phases of construction</p>	<p>Applicant; construction contractor</p>	<p>City of Inglewood Planning Division</p>		

# Market Gateway Project Initial Study/Mitigated Negative Declaration

## City of Inglewood Market Gateway Project Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting	
				Comments	Date
Initials					
<p><b>MM-HAZ-1</b> Prior to demolition during Phase II construction, the existing buildings shall be inspected by a qualified environmental specialist for the presence of hazardous building materials including asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCB) and mercury. If hazardous building materials are detected, abatement and removal of these materials shall be conducted in accordance with applicable federal, state, and local guidelines as follows:</p> <ul style="list-style-type: none"> <li>• In the event that ACM and LBP are found on the site, notice shall be provided to the South Coast Air Quality Management District (SCAQMD), and any demolition activities likely to disturb ACM and LBP shall be carried out by a contractor trained and qualified to conduct lead- or asbestos-related construction work in conformance with SCAQMD, CalOSHA, and other applicable requirements. If found, ACM and LBP shall be disposed of at an appropriately permitted facility.</li> <li>• If PCB, mercury, and/or other hazardous building materials found on the site, these materials shall be managed in accordance with the Metallic Discards Act of 1991 (California Public Resources Code, Sections 42160-42185) and other state and federal guidelines and regulations. Demolition plans and contract specifications shall incorporate any necessary abatement measures in compliance with the Metallic Discards Act, particularly Section 42175, Materials Requiring Special Handling, for the removal of mercury switches, PCB-containing ballasts, and refrigerants.</li> </ul>	<p>Prior to demolition for Phase II of construction</p>	<p>Applicant; qualified environmental specialist</p>	<p>City of Inglewood Planning Division</p>		

# Market Gateway Project Initial Study/Mitigated Negative Declaration

## City of Inglewood Market Gateway Project Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring Phase	Implementatio n Party	Enforcement Agency	Reporting	
				Comments	Date Initials
<p><b>MM-NO-1</b> In order to reduce impacts related to heavy construction equipment moving and operating on-site during Phase I and Phase II of the proposed project, prior to issuance of grading permits, the following measures shall be incorporated by the City of Inglewood as conditions on permits, as deemed necessary:</p> <ul style="list-style-type: none"> <li>• All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.</li> <li>• Construction noise reduction methods, such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied sensitive receptor areas, and using electric air compressors and similar power tools rather than diesel equipment as is practical, shall be used.</li> <li>• During construction, stationary construction equipment shall be placed such that noise is directed away from or shielded from sensitive noise receivers.</li> <li>• During construction, stockpiling and vehicle staging areas shall be located as far from noise-sensitive receptors as is practical.</li> <li>• The project shall be in compliance with the City's Municipal Code (Article 2, Noise Regulations, Section 5-41, Construction of Building and Projects, Noise Regulated): It shall be unlawful for any person within a residential zone, or within a radius of five hundred (500) feet therefrom, to operate equipment or perform any outside construction or repair work on buildings,</li> </ul>	<p>Prior to issuance of grading permits and during construction</p>	<p>Applicant; construction contractor</p>	<p>City of Inglewood Planning Division</p>		

# Market Gateway Project Initial Study/Mitigated Negative Declaration

## City of Inglewood Market Gateway Project Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting		
				Comments	Date	Initials
structures, or projects or to operate any pile driver, pneumatic hammer, derrick, excavation or earth moving equipment, or other construction equipment between the hours of eight p.m. and seven a.m. of the next day in such a manner that a reasonable person residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been obtained from the Permits and Licenses Committee of the City.						
<b>MM-NO-2</b> The project applicant shall notify nearby property owners, including residences east of the project site, of the construction activities and construction hours to occur on the project site, as well as provide contact information in the event a property owner or residence has noise complaint issues. Additionally, construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners and residents to contact the job superintendent.	Prior to and during construction	Applicant; construction contractor	City of Inglewood Planning Division			
<b>MM-NO-3</b> Prior to issuance of a building permit, the applicant shall submit a final acoustical report prepared to the satisfaction of the Planning Manager. The report shall show that development will be sound-attenuated against present and projected noise levels, including roadway, aircraft, stationary sources (e.g., on-site or off-site commercial) to meet City interior and exterior noise standards. The report shall demonstrate that the proposed residential design will result in compliance with the 45 dBA CNEL interior noise levels, as required by the California Building Code and California Noise Insulation Standards	Prior to issuance of building permits	Applicant	City of Inglewood Planning Division			

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Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Comments	Reporting	
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(Title 24 and 25 of the California Code of Regulations). Design-level architectural plans shall be available during design review and shall permit the accurate calculation of transmission loss for habitable rooms. For these areas, it may be necessary for the windows to be able to remain closed to ensure that interior noise levels meet the interior standard of 45 dBA CNEL. Consequently, the design for buildings in these areas may need to include a ventilation or air conditioning system to provide a habitable interior environment with the windows closed based on the result on the interior acoustical analysis. The applicant shall submit the noise mitigation report to the Planning Manager for review and approval. Upon approval by the City, the project acoustical design features shall be incorporated into construction of the proposed project.						
<b>MM-NO-4</b> Parking structure(s) shall be designed and conditioned to include pavement treatments/materials that reduce noise generated by tire squeal.	Project design and construction	Applicant	City of Inglewood Planning Division			
<b>MM-NO-5</b> All HVAC equipment shall be located a minimum of 150 feet from the nearest residential land use, and direct view of such equipment shall be shielded by a solid parapet wall or other noise barrier. Alternatively, the HVAC equipment shall be situated, enclosed or otherwise specified so as to ensure that the noise is in compliance with City of Inglewood noise standards.	Project design and construction	Applicant	City of Inglewood Planning Division			
<b>MM-NO-6</b> Concurrent with design review and prior to the approval of building permits for multi-family units in which	Prior to issuance of building	Applicant	City of Inglewood			



**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

**City of Inglewood  
Market Gateway Project  
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Phase	Implementation Party	Enforcement Agency	Reporting	
				Comments	Date
exterior noise levels exceed 65 dBA CNEL at usable outdoor areas (patios or balconies accessible from the interior), the applicant shall prepare an acoustical analysis demonstrating compliance the City's Exterior Land Use/Noise Compatibility Guidelines for outdoor use areas (i.e., 65 dBA CNEL).	permits		Planning Division		

**Market Gateway Project  
Initial Study/Mitigated Negative Declaration**

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Market Gateway

Mitigated Negative Declaration Appendices

Available Upon Request

to the

Planning Division (310.412.5230)

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

County Clerk
County of: Los Angeles
Address: 12400 Imperial Hwy. Norwalk, CA 90650

From:

Public Agency: City of Inglewood
Address: 1 W. Manchester Blvd. Inglewood, CA 90301
Contact: Mindy Wilcox, AICP
Phone: 310-412-5230

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Market Gateway Project

Project Applicant: Thomas Safran and Associates

Project Location (include county): Market Street between Florence Avenue and Queen Street

Project Description:

Approval of a Disposition and Development Agreement associated with the development of a mixed-use development on five vacant or underutilized sites, totaling approximately 4 acres, in downtown Inglewood. The proposed project includes the construction of 235 residential units; 96,000 square feet of retail/restaurant/office space; parking to support the proposed uses; 100 additional parking spaces; and public open spaces. (EA-MND-2016-43)

This is to advise that the City of Inglewood has approved the above (Lead Agency or Responsible Agency)

described project on 7/12/16 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was not adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

City of Inglewood Planning Division, 1 W. Manchester Blvd, 4th Flr Inglewood, CA 90301

Signature (Public Agency): Title: Planning Manager

Date: July 13, 2016 Date Received for filing at OPR:

Attachment No. 2:

Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

by and among

THE CITY OF INGLEWOOD,

City,

THE CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE  
INGLEWOOD REDEVELOPMENT AGENCY,

Successor Agency,

and

INGLEWOOD MARKET GATEWAY LLC,

Developer.

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## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into by and among the CITY OF INGLEWOOD, a municipal corporation (the “**City**”), the CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic (the “**Successor Agency**” and collectively with the City, the “**Transferring Parties**”), and INGLEWOOD MARKET GATEWAY LLC, a California limited liability company (the “**Developer**”). This Agreement is dated as of the date the last of the City and the Successor Agency executes this Agreement (the “**Effective Date**”). The City, the Successor Agency and Developer agree as follows:

### RECITALS

A. The City, Successor Agency and the Developer have previously entered into that certain Exclusive Negotiating Agreement dated October 6, 2015 (the “**ENA**”) with respect to the proposed disposition and development of certain real property described in the ENA.

B. The subject matter of the ENA and this Agreement are those certain real properties referred to in this Agreement as the “**Site**” and generally depicted on the “**Site Map**” attached hereto, labeled “**Attachment No. 1**”, and incorporated herein by this reference. The **Site** is comprised of the “**Agency Parcels**” more particularly identified below and legally described as the “**Agency Parcels Legal Description**” attached hereto, labeled “**Attachment No. 1A**”, and incorporated herein by this reference, and the “**City Parcel**” more particularly identified and legally described as the “**City Parcel Legal Description**” attached hereto, labeled “**Attachment No. 1B**”, and incorporated herein by this reference.

C. The Site is proposed to be conveyed to and developed by Developer subject to and in accordance with the terms and conditions of this Agreement in two (2) phases: the proposed first phase is comprised of that certain portion of the Site commonly referred to and designated on the Site Map as “**Parcel D-3**” (to be developed as the “**Phase 1 Development**”), and the proposed second phase is comprised of the balance of the Site, which includes the “**City Phase 2 Parcel**” and the “**Successor Agency Phase 2 Parcel**”, as shown on the Site Map (to be developed as the “**Phase 2 Development**”). Title to the Site is currently owned by the Successor Agency except for the City Phase 2 Parcel which is owned by the City. Parcel D-3 and the Successor Agency Phase 2 Parcel are sometimes collectively referred to herein as the “**Agency Parcels.**” The City Phase 2 Parcel is sometimes referred to herein as the “**City Parcel.**”

D. On or about June 28, 2011, AB IX 26 (as amended from time to time, the “**Dissolution Law**”) became effective and was added to the laws of the State of California, providing for the dissolution and winding down of redevelopment agencies throughout the State, including the Inglewood Redevelopment Agency (the “**Former Agency**”). Pursuant to the Dissolution Law, the City elected to serve as the Successor Agency, and the Successor Agency, as a separate public entity from the City, administers the dissolution and winding down of the



Former Agency. On February 1, 2012, pursuant to the Dissolution Law, the Former Agency was dissolved by operation of law, and upon dissolution, all assets, properties and contracts of the Former Agency, including the Agency Parcels, were transferred by operation of law to the Successor Agency pursuant to the terms of California Health & Safety Code Section 34175(b).

E. Pursuant to California Health & Safety Code Section 34191.5(b) of the Dissolution Act, the Successor Agency prepared and submitted to the California Department of Finance (the “DOF”) for approval its initial Long Range Property Management Plan, as approved by its Oversight Board, that addressed the disposition and use of certain real properties of the Former Agency, including the Agency Parcels. The Successor Agency prepared and submitted to the DOF for approval certain revisions to its initial Long Range Property Management Plan, as approved by its Oversight Board. The DOF has issued its determination on the Successor Agency’s Long Range Property Management Plan (comprised of the initial submittal as revised by said revision) (“LRPMP”), approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP, including the Agency Parcels. This Agreement provides for the sale of the Agency Parcels to Developer (together with the City’s sale and conveyance of the City Parcel to Developer) in a manner consistent with the LRPMP, and constitutes actions to implement the disposition of property pursuant to an approved LRPMP.

F. Pursuant to the terms of the ENA, the Successor Agency, City and the Developer now wish to enter into this Agreement for the disposition of the Site to the Developer for development, subject to and in accordance with all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the City, the Successor Agency and the Developer agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101] Purpose of the Agreement

The purpose of this Agreement is to effectuate and implement the LRPMP and the Redevelopment Plan by providing for the sale of the Agency Parcels and the City Parcel to the Developer in two (2) phases, defined herein as the Phase 1 Development and the Phase 2 Development, and the redevelopment of the Site by the Developer in said two (2) phases, as a mixed use development containing approximately 243 rental housing units (of which a minimum of ninety percent (90%) of the units shall be rented at market rate) and approximately 55,000 square feet of retail and restaurant space, together with parking to support the proposed components and community plazas and pedestrian oriented streetscapes (the “**Improvements**”). The sale and redevelopment of the “Site” (as defined below) pursuant to this Agreement, and the fulfillment generally of this Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B.    [§ 102]       Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan for the In-Town Redevelopment Project Area (as the same may have been amended or superseded by the Dissolution Law) (the “**Redevelopment Plan**”). The Redevelopment Plan is incorporated herein by reference and made a part hereof as though set forth in full.

C.    [§ 103]       Redevelopment Project Area

The In-Town Redevelopment Project Area (the “**Project Area**”) is located in the City. The exact boundaries of the Project Area are specifically and legally described in the Redevelopment Plan.

D.    [§ 104]       Site

As described in Recitals B and C above, the Site is comprised of the Agency Parcels and the City Parcel; the Agency Parcels are comprised of Parcel D-3 and the Successor Agency Phase 2 Parcel; and the City Parcel is the City Phase 2 Parcel. The entire Site is located within the City.

Pursuant to the terms and conditions of this Agreement, Parcel D-3 shall first be conveyed to Developer by the Successor Agency for development of the Phase 1 Development (the “**Phase 1 Conveyance**”), and the Successor Agency Phase 2 Parcel and the City Phase 2 Parcel shall at a later date be concurrently conveyed to Developer by the Successor Agency and City, respectively, for development of the Phase 2 Development (the “**Phase 2 Conveyance**”).

E.    [§ 105]       Parties to the Agreement

1.    [§ 106]       City

The City is a municipal corporation, organized and existing pursuant to the Constitution and laws of the State of California.

The address of the City for purposes of this Agreement is: City Hall, One Manchester Boulevard, Suite 450, Inglewood, California 90301, Attention: City Manager.

2.    [§ 107]       Successor Agency

The Successor Agency is a public body separate from the City that operates as the successor agency to the Former Agency pursuant to the Dissolution Act.

The address of the Successor Agency for purposes of this Agreement is: City Hall, One Manchester Boulevard, Suite 450, Inglewood, California 90301, Attention: Executive Director.

3.     [§ 108]     Developer

The Developer is Inglewood Market Gateway LLC, a California limited liability company. The address of the Developer for purposes of this Agreement is 11812 San Vicente Blvd., Suite 600, Los Angeles, CA 90049, Attention: Andrew D. Gross.

Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

4.     [§ 109]     Developer Guaranty

Prior to the execution of this Agreement by the Successor Agency and the City, the Developer has executed and delivered to the City a legally binding Performance and Completion Guaranty of Thomas L. Safran assuring the timely performance of the Developer's obligations under this Agreement. Developer shall cause such Performance and Completion Guaranty to be maintained in full force and effect without change until the issuance and recordation by the City of the Release of Construction Covenants pertaining to the Site pursuant to Section 324 below.

F.     [§ 110]     Prohibition against Change in Ownership, Management and Control of Developer

The Developer represents and agrees that its purchase of the Site and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of redevelopment of the Site and not for speculation in land holding.

The qualifications and identities of Developer and its owners and associates are of particular concern to the City and the Successor Agency. It is because of those unique qualifications and identities that the City and the Successor Agency will enter into this Agreement with Developer and impose certain restrictions on any Change of Control of Developer and any Transfer until the City issues the Release of Construction Covenants pertaining to the Site. Accordingly, no voluntary or involuntary successor in interest to Developer shall acquire any rights or powers in the Site or under the Agreement except as expressly set forth herein.

Prior to the issuance of a Release of Construction Covenants, the Developer shall not Transfer all or any portion of the Site, or any interest therein, or assign all or any part of this Agreement, to a third party (a "Transferee") without the prior written approval of the City, which approval shall not be unreasonably withheld if, in the reasonable determination of the City, the proposed Transferee has the qualifications of a developer comparable in all material respects (including experience, character and financial capability) to the Developer. However, notwithstanding the foregoing, City consent shall not be required for any assignment of this Agreement where the Developer is the controlling shareholder, general partner or managing member owning at least a fifty-one percent (51%) share or interest in the proposed Transferee. A lease of space for occupancy shall not be deemed to be a Transfer under this Agreement.

In the event that in violation of this Agreement the Developer does assign this Agreement or any of the rights herein, or in violation of this Agreement does Transfer any portion of the Site or any interest therein prior to the issuance of the Release of Construction Covenants, the City shall be entitled to an "**Excess Purchase Price**" payable by the Developer in the amount that the consideration payable for such unauthorized Transfer or assignment exceeds the amount of the Purchase Price paid by the Developer therefor plus the cost of the Improvements developed thereon, including applicable carrying charges and costs related thereto. To the extent the Developer is required to pay an Excess Purchase Price to the City and such Excess Purchase Price has not been paid to the City, the City shall have a lien on the Site for the entire amount of the Excess Purchase Price. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to develop the Site (or applicable portion thereof) as authorized herein.

Except for assignments duly executed and deemed approved by the City as provided above, the Developer covenants and agrees for itself, and any of its successors in interest, that prior to issuance by the City of a Release of Construction Covenants and without the prior written approval of the City which approval shall not be unreasonably withheld or delayed so long as the Transferee possesses at least the same level of experience, qualifications and financial capabilities as Thomas L. Safran, there shall be no significant Change in Control of the Developer by any method or means (except as the result of his death or incapacity).

The Developer shall promptly notify the City of any and all changes whatsoever in the identity of the parties in control of the Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. The Developer agrees to make continuing full disclosure to City of its partners, principals, officers, stockholders, associates, and of all other non-privileged non-proprietary pertinent information concerning the development and the Developer, including the Developer's consultants and the design, financing, and development teams proposed by the Developer and the respective roles and responsibilities of all such parties.

This Agreement may be terminated by the City if there is any significant Change in Control (voluntary or involuntary except as the result of death or incapacity) of the Developer in violation of this Agreement prior to the issuance of a Release of Construction Covenants for the Site.

Except as otherwise provided in this Agreement, in the absence of a specific written agreement by the City, no such Transfer of the Site (or any portion thereof or any interest therein), or assignment of this Agreement or approval by the City of any such Transfer or assignment, shall be deemed to relieve the Developer from any obligations under this Agreement.

For purposes of this Agreement, "**Transfer**" shall mean any sale, transfer, assignment, lease, sublease, license, franchise, conveyance, gift, hypothecation, mortgage, pledge or encumbrance, or refinancing, or the like of the Site or Developer or any portion thereof or any interest therein or of the Agreement.

For purposes of this Agreement, “**Change in Control**” shall mean the issuance or Transfer of ownership interests in Developer, when, as a result of such issuance or Transfer, either (i) a person or entity other than Thomas L. Safran or an entity controlled by Thomas L. Safran becomes the direct or indirect owner of more than the controlling ownership interest in Developer, or (ii) Thomas L. Safran or an entity controlled by Thomas L. Safran no longer holds the controlling ownership interest in Developer.

The restrictions of this Section 108 shall terminate upon issuance by the City of a Release of Construction Covenants for the entire Site or any phase thereof, as applicable.

This Agreement shall not be assigned by the City to a joint powers authority not controlled by the City without the prior written consent of the Developer, which consent shall not be unreasonably withheld by the Developer. Except for existing leases and/or encumbrances, neither the City nor the Successor Agency shall voluntarily transfer, lease and/or encumber any portion of the Site during the term of this Agreement to any person or entity.

G. [§ 111] City Representations

The City represents, warrants and covenants to the Developer as follows:

(i) The City is a municipal corporation operating in accordance with the laws of the State of California and is authorized and qualified to own the City Parcel. Further, the City (x) has complete and full authority to execute this Agreement and to agree to convey to the Developer good and marketable fee simple title to the City Parcel as and when required under the terms and conditions of this Agreement, and (y) will execute and deliver such other documents, instruments, affidavits and certificates, as are necessary to effectuate the transaction contemplated herein. Each of the persons executing this Agreement on behalf of the City further represents and warrants that the persons signing this Agreement on behalf of the City are duly qualified and appointed representatives of the City and have all requisite power and authority on behalf of the City to cause the City to enter into this Agreement as a valid, binding and enforceable obligation of the City.

(ii) The City has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the City Parcel or any portion thereof.

(iii) The City Parcel will be upon the date scheduled for conveyance to Developer free of any right of possession or claim of right of possession of any party other than the City. The City will not sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the City Parcel after the Effective Date of this Agreement and prior to the date scheduled for conveyance to Developer.

(iv) Neither the entering into this Agreement nor the consummation of the sales and development transaction contemplated hereby will constitute or result in a violation or breach by the City of any judgment, order, writ, injunction or decree issued against or

imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the best of the City's knowledge, there is no action, suit, proceeding or investigation pending or threatened that creates a lien or that would become a cloud on the title to the City Parcel or any portion thereof or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(v) The City has no knowledge of, nor has the City received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the City Parcel or the City.

H. [§ 112] Successor Agency Representations

The Successor Agency represents, warrants and covenants to the Developer as follows:

(i) The Successor Agency is a public body operating as the successor agency to the Former Agency pursuant to the Dissolution Act in accordance with the laws of the State of California and is authorized and qualified to own the Agency Parcels. Further, the Successor Agency (x) has complete and full authority to execute this Agreement and to agree to convey to the Developer good and marketable fee simple title to the Agency Parcels as and when required under the terms and conditions of this Agreement, and (y) will execute and deliver such other documents, instruments, affidavits and certificates, as are necessary to effectuate the transaction contemplated herein. Each of the persons executing this Agreement on behalf of the Successor Agency further represents and warrants that the persons signing this Agreement on behalf of the Successor Agency are duly qualified and appointed representatives of the Successor Agency and have all requisite power and authority on behalf of the Successor Agency to cause the Successor Agency to enter into this Agreement as a valid, binding and enforceable obligation of the Successor Agency.

(ii) The Successor Agency has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the Agency Parcel or any portion thereof.

(iii) The Agency Parcels will be upon the date scheduled for conveyance to Developer free of any right of possession or claim of right of possession of any party other than the Successor Agency. The Successor Agency will not sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Agency Parcels after the Effective Date of this Agreement and prior to the date scheduled for conveyance to Developer.

(iv) Neither the entering into this Agreement nor the consummation of the sales and development transaction contemplated hereby will constitute or result in a violation

or breach by the Successor Agency of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the best of the Successor Agency's knowledge, there is no action, suit, proceeding or investigation pending or threatened that creates a lien or that would become a cloud on the title to the Agency Parcels or any portion thereof or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(v) The Successor Agency has no knowledge of, nor has the Successor Agency received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Agency Parcels or the Successor Agency.

I. [§ 113] Developer Representations

The Developer represents, warrants and covenants to the City and the Successor Agency as follows:

(i) The Developer is a limited liability company, duly organized and in existence in accordance with the laws of the State of California and is authorized and qualified to own and develop the Site in accordance with this Agreement. Further, the Developer (x) has complete and full authority to execute this Agreement and to accept conveyance from the City and Successor Agency and develop the Site in accordance with the terms and conditions of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action necessary or appropriate to effect and facilitate the transaction contemplated by this Agreement. The individuals/entities executing this Agreement on behalf of the Developer further represent and warrant that he/they/it is (are) signing this Agreement on behalf of the Developer and is duly qualified and an appointed representative of the Developer and has all requisite power and authority on behalf of the Developer to cause the Developer to enter into this Agreement as a valid, binding and enforceable obligation of the Developer.

(ii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by the Developer of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the best of the Developer's knowledge, there is no action, suit, proceeding or investigation pending or threatened that questions the validity or enforceability of the transactions contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(iii) The Developer has no knowledge of, nor has the Developer received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency against it that would preclude the Developer from acquiring and developing the Site pursuant to the terms and conditions of this Agreement.

(iv) The Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder.

(v) To the best of Developer's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against Developer, nor are any of such proceedings contemplated by Developer.

J. [§ 114] Special Limited Obligations

Any obligation of the City hereunder shall be a special limited obligation, which is not and shall not be a pledge of or an obligation payable through the City's general fund. Accordingly, nothing in this Agreement shall require or be deemed to require the City to expend or commit to expend monies from its general fund to satisfy any of the obligations set forth in the Agreement. In the event the City does not have the funds contemplated herein to fulfill any obligation under this Agreement, it shall not be considered in default under this Agreement.

K. [§ 115] Attachments Incorporated

All attachments to the Agreement, or agreements entered into by the Parties substantially in the form of such attachments, as now existing and as the same may from time to time be modified by agreement of the parties, are incorporated herein by this reference.

L. [§ 116] No Third Party Beneficiaries

The Agreement is made and entered into for the sole protection and benefit of the City, its successors and assigns, the Successor Agency, its successors and assigns, and Developer, its permitted successors and assigns, and no other person or persons shall have any right of action hereon or hereunder nor shall any third party beneficiaries be established in any way by this Agreement.

M. [§ 117] Non-Refundable Deposit for City's Costs

Developer shall, on or before the execution of this Agreement by the City, deposit with the City the sum of One Hundred Fifty Thousand Dollars (\$150,000) which amount shall constitute and be referred to herein as the "**Non-Refundable Cost Deposit**". The Non-Refundable Cost Deposit shall be used by the City to pay certain administrative costs and other related expenses incurred by the City, including without limitation City staff time needed for Environmental Review (the "**City Expenses**") relative to the implementation of this Agreement



and the implementation of the various obligations of the City as set forth in this Agreement, and shall be the property of the City upon submittal by Developer. The Non-Refundable Cost Deposit shall not be refundable to the Developer for any reason in whole or in part and shall not be applied to the Purchase Price.

N.     [§ 118]           Good Faith Deposit

In addition to the Non-Refundable Cost Deposit required in Section 117, Developer shall, on or before the execution of this Agreement by the Transferring Parties, deposit with the City the sum of Six Hundred Fifty Thousand Dollars (\$650,000) which amount shall constitute and be referred to herein as the "**Good Faith Deposit**;" pursuant to which the \$250,000 Good Faith Deposit made by the Developer under the ENA may, at the option of the Developer, be applied to the Good Faith Deposit requirement of this Section 118. The \$650,000 Good Faith Deposit amount provide for in this Section 118 shall be applied to the Purchase Price on a phase by phase basis, with \$433,000 applicable to the Purchase Price for the Phase 1 Conveyance and the remaining \$217,000 applicable to the Purchase Price for the Phase 2 Conveyance.

The Good Faith Deposit may be in the form of cash, irrevocable and unconditional letter of credit reasonably satisfactory to City, or a certificate of deposit; provided however, that in the event the Developer elects to apply Good Faith Deposit made pursuant to the ENA to the \$650,000 Good Faith Deposit, the form of that deposit may remain as provided in the ENA. If the Good Faith Deposit is in the form of cash, then the Good Faith Deposit shall be deposited with an escrow company mutually acceptable to the Developer and the City and all interest thereon shall be deemed the property of the Developer.

The Good Faith Deposit shall be fully refunded by the City to the Developer following the termination of this Agreement provided the City has not previously terminated this Agreement pursuant to Section 511 (a) through (e) inclusive, and (h), hereof. In the event of a repayment of the Good Faith Deposit by the City, such repayment shall be interest free, except that in the event that the Good Faith Deposit is placed in an interest bearing account by the City, any and all such interest payable on the Deposit to such account shall be payable to the Developer at the time and upon the repayment of the Good Faith Deposit by the City.

II.     [§ 200]           DISPOSITION OF THE SITE

A.     [§ 201]           Sale and Purchase

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase the City Parcel. The Developer shall pay to the City as the purchase price for the City Parcel a Purchase Price of One Million and Forty Thousand Dollars (\$1,040,000) as well as any Excess Purchase Price, if any (the "**City Parcel Purchase Price**"). The sale of the City Parcel shall be subject to satisfaction of all conditions precedent as set forth in this Agreement and shall be within the applicable time frame set forth in the "**Schedule of Performance**", attached hereto as Attachment No. 3 and fully incorporated herein by this reference.

In accordance with and subject to all the terms, covenants, and conditions of this Agreement, the Successor Agency agrees to sell to Developer and Developer agrees to purchase the Agency Parcels. The Developer shall pay to the Successor Agency as the purchase price for the Agency Parcels a Purchase Price of Five Million Five Hundred Sixty Thousand Dollars (\$5,560,000) for Parcel D-3 and a Purchase Price of One Million Seven Hundred Thousand Dollars (\$1,700,000) for the Successor Agency Phase 2 Parcel, as well as any Excess Purchase Prices (if any) (the "**Agency Parcels Purchase Price**"). The sale of the Agency Parcels shall be subject to satisfaction of all conditions precedent as set forth in this Agreement and shall be within the applicable time frame set forth in the Schedule of Performance.

The City and the Successor Agency have respectively determined that the City Parcel Purchase Price and the Agency Parcels Purchase Price are each equal to the appraised fair market value of such respective parcels.

Notwithstanding the foregoing the purchase prices set forth above payable by Developer upon the conveyance of the City Parcel and the Agency Parcels shall be subject to reduction to the extent of any costs associated with any remediation of Hazardous Materials required for the Site and actually paid by Developer in accordance with the terms and conditions of this Agreement, in an amount first reasonably approved by the City for the City Parcel and the Successor Agency for the Agency Parcels in accordance with remediation of Hazardous Materials procedures established by the City. In order to implement the provisions of this paragraph, and without limiting the duties of the Developer with respect to Hazardous Remediation pursuant to this Agreement, the City, the Successor Agency and the Developer shall include in the escrow instructions for the Phase I Conveyance provisions for the holdback from the City Parcel Purchase Price and/or the Agency Parcels Purchase Price as appropriate of a total aggregate sum of Seventy Five Thousand Dollars (\$75,000) to secure the payment of the costs to Developer of any required Hazardous Materials remediation for Parcel D-3. Such escrow instructions shall further require that the holdback amount, or any balance remaining after completion by Developer of any required Hazardous Materials remediation required by this Agreement for Parcel D-3, be paid to the City. In order to implement the provisions of this paragraph, and without limiting the duties of the Developer with respect to Hazardous Remediation pursuant to this Agreement, the City, the Successor Agency and the Developer shall include in the escrow instructions for the Phase 2 Conveyance provisions for the holdback from the City Parcel Purchase Price and/or the Agency Parcels Purchase Price as appropriate of a total sum to be approved by the City to secure the payment of the costs to Developer of any required Hazardous Materials remediation for the City Parcel and/or the Successor Agency Phase 2 Parcel. Such escrow instructions shall further require that the holdback amount, or any balance remaining after completion by Developer of any required Hazardous Materials remediation required by this Agreement for the City Parcel and/or the Successor Agency Phase 2 Parcel, be paid to the City.

B.     [§ 202]     Escrow

The City, the Successor Agency and the Developer agree to open an escrow for each of the Phase 1 Conveyance and the Phase 2 Conveyance with First American Title Insurance

Company (the "Escrow Agent"), within the times provided in the Schedule of Performance. Sections 203-213 inclusive of this Agreement constitute the joint escrow instructions of the City, Successor Agency and the Developer for both the Phase 1 Conveyance and the Phase 2 Conveyance, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow for each such conveyance. The City, Successor Agency and the Developer shall provide such additional escrow instructions consistent with this Agreement as shall be necessary for each such conveyance. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing, delivered to the City, Successor Agency and to the Developer within five (5) days after opening of each escrow, the Escrow Agent shall carry out its duties as Escrow Agent hereunder for each such conveyance.

Upon delivery of the Grant Deed for each of the Phase 1 Conveyance and the Phase 2 Conveyance (inclusive of a separate Grant Deed for the City Parcel, if necessary) to the Escrow Agent by the City and the Successor Agency as applicable pursuant to Section 205 of this Agreement, the Escrow Agent shall record each Grant Deed in accordance with these escrow instructions for each such conveyance, provided that for both conveyances title to the real property being conveyed can be vested in the Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix, and cancel any transfer stamps required by law for each such conveyance. The Escrow Agent shall also disclose and provide the Developer with all pertinent documentary transfer tax information and costs prior to the close of escrow for each such conveyance. Any insurance policies governing the applicable Site are not to be transferred.

For each such conveyance the Developer shall pay into the applicable escrow to the Escrow Agent all fees, charges and costs necessary for the acquisition and conveyance to Developer of the Phase 1 Conveyance or the Phase 2 Conveyance as applicable chargeable to Developer hereunder, promptly after the Escrow Agent has notified Developer of the amount of such fees, charges and costs for each such escrow, but not earlier than ten (10) days prior to the scheduled date for each such conveyance. Such fees, charges and costs shall include, without limitation:

- (1) One half of the escrow fee;
- (2) All premiums for title insurance required by Developer in excess of a CLTA title insurance policy;
- (3) One half of the costs necessary to place the title to the Site (or applicable portions thereof) in the condition for conveyance required by the provisions of this Agreement;
- (4) Notary fees; and
- (5) Ad valorem taxes, if any, upon the Site (or applicable portions thereof) or upon this Agreement or any rights hereunder, attributable to the period following the conveyance of title or possession.

The Developer shall also deposit the Purchase Price for each conveyance with the Escrow Agent at the same time in accordance with the provisions of Section 207 of this Agreement.

With the exception of payment by the Successor Agency of one half of the escrow fee the costs attributed to the CLTA title insurance policy for each such conveyance and any State, County or City documentary stamps or transfer tax unless otherwise set forth herein, neither the Successor Agency nor the City shall be required to pay any costs, fees or charges in connection with the acquisition and conveyance of the Site. Unless otherwise specified in this Agreement, each party shall be responsible for the payment of its own legal fees.

The City and the Successor Agency shall timely and properly execute, acknowledge and deliver the Grant Deeds conveying to Developer title to the City Parcel and the Agency Parcels in accordance with the requirements of Section 205 of this Agreement, together with an estoppel certificate in each case certifying that Developer has completed all acts (except deposit of the Purchase Price) necessary to entitle Developer to such conveyance, if such be the fact.

Upon the closing of each Escrow, the Escrow Agent is authorized to:

- (1) Pay, and charge Developer for any fees, charges and costs payable under this Section 202. Before such payments are made, the Escrow Agent shall notify the City, Successor Agency and Developer of the fees, charges and costs necessary to clear title and close each escrow.
- (2) Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of each escrow have been fulfilled by the City, the Successor Agency and Developer. The Purchase Price for each conveyance shall not be disbursed by the Escrow Agent unless and until it has recorded the Grant Deed and has delivered to Developer a title insurance policy insuring title and conforming to the requirements of Section 208 of this Agreement.
- (3) Record any instruments delivered through this escrow if necessary or proper to vest title in Developer in accordance with the terms and provisions of the escrow instructions portion of this Agreement for each conveyance (Sections 200-212).

All funds received in each escrow shall be deposited by the Escrow Agent in a separate interest-earning escrow account with any state or national bank doing business in the State of California and reasonably approved by Developer and the City. All interest earned on the funds shall be payable or credited to the Developer with all interest adjustments made on the basis of a thirty (30) day month. Any payment of interest to the Developer shall be made by check by the Escrow Agent. The Developer shall also be fully responsible for any and all costs required to establish and/or maintain the separate interest-earning account.

If each escrow is not in condition to close on or before the applicable time for each conveyance established in Section 207 of this Agreement, any party who then shall have fully performed the acts to be performed before each conveyance of title may, in writing, demand the

return of its money, papers, or documents from the Escrow Agent. No demand for return shall be recognized until ten (10) days after the Escrow Agent (or the party making such demand) shall have mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten- (10) day period, in which event the Escrow Agent is authorized to hold all money, papers, and documents with respect to the portion of the Site involved in the escrow until instructed by a mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

If objections are raised as above provided for, the Escrow Agent shall not be obligated to return any such money, papers, or documents except upon the written instructions of the City and Developer, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction. If no such objections are made within said 10-day period the Escrow Agent shall immediately return the demanded money, papers, or documents.

Any amendment to the escrow instructions shall be in writing and signed by the City, the Successor Agency and Developer. At the time of any amendment the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City, the Successor Agency or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands, and communications between the City, Successor Agency and Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 212, inclusive, of this Agreement.

C. [§ 203]                    Conveyance of Title and Delivery of Possession

Subject to any mutually agreed upon extension of time, conveyance to the Developer of title to the Phase 1 Conveyance and the Phase 2 Conveyance in accordance with the provisions of Section 209 of this Agreement shall be completed on or prior to the date specified in the Schedule of Performance (Attachment No. 3) for each such conveyance or such later date mutually agreed to in writing by the City, the Successor Agency and the Developer and communicated in writing to the Escrow Agent.

Except as otherwise provided herein, exclusive possession of the Site shall be delivered to the Developer by the City and/or Successor Agency, as applicable, concurrently with each such conveyance of title. The Developer shall accept title and possession to the property conveyed on or before the dates established for each such conveyance in this Section 203 and subject to the conditions of closing as set forth in this Agreement.

D. [§ 204]                    Form of Deed

The City and/or Successor Agency as applicable shall convey to the Developer title to the

portion of the Site conveyed in each of the Phase 1 Conveyance and the Phase 2 Conveyance in the condition provided in Section 205 of this Agreement by a "Grant Deed" substantially in the forms attached to this Agreement as Attachment No. 5 and Attachment No. 5A, both of which are by this reference fully incorporated herein. Each such Grant Deed shall contain those covenants necessary or desirable to carry out the terms and conditions of this Agreement.

E. [§ 205]                      Condition of Title

The City and/or Successor Agency as applicable shall convey to the Developer fee simple merchantable title to the portion of the Site conveyed in each of the Phase 1 Conveyance and the Phase 2 Conveyance free and clear of all rights of possession, liens, bonds, encumbrances, assessments, easements, leases and taxes; except those which are set forth in this Agreement and included in the Grant Deed, and except those set forth on Attachment No. 7 attached hereto; provided however that no covenants, conditions, restrictions or equitable servitudes shall prohibit or limit the development permitted by the Scope of Development (Attachment No. 4). Title to the portion of the Site conveyed in each of the Phase 1 Conveyance and the Phase 2 Conveyance shall be subject to the exclusion therefrom of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site, but without, however, any right to use or disturb either the surface of the Site or any portion thereof within 500 feet of the surface for any purpose or purposes whatsoever. However, notwithstanding the foregoing, all such oil, gas, hydrocarbon substances and minerals and any drilling rights with respect to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site, owned by the City and/or Successor Agency will be included in the conveyance of the Site to the Developer.

All references to conveyance of title to any portion of the Site in this Agreement shall also mean delivery of exclusive possession as referred to in this Section as the context may require.

F. [§ 206]                      Time For and Place For Delivery of Deeds

Subject to any mutually agreed upon extension of time, the City and/or Successor Agency as applicable shall deposit the Grant Deed for each of the Phase 1 Conveyance and the Phase 2 Conveyance (including a separate Grant Deed for the City Parcel, if necessary) with the Escrow Agent on or before the dates established for each such conveyance in the Schedule of Performance (Attachment No. 3).

G. [§ 207]                      Payment of the Purchase Price and Recordation of the Deeds

The Developer shall promptly deposit the Purchase Price for each conveyance with the Escrow Agent upon or prior to the scheduled dates for the Phase 1 Conveyance and the Phase 2 Conveyance, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed for each conveyance, properly executed and acknowledged by the City and/or the Successor Agency, as applicable, has been delivered to the Escrow Agent and that title or

possession is in condition to be conveyed in conformity with the provisions of Section 209 of this Agreement. The Escrow Agent shall deliver the Purchase Price for the City Parcel to the City and the Purchase Price for the Agency Parcels to the Successor Agency immediately following the delivery to the Developer of a title insurance policy insuring title in conformity with Section 208 of this Agreement as to each escrow and the filing of each Grant Deed as applicable for recordation among the land records in the Office of the County Recorder for Los Angeles County.

H. [§ 208] Title Insurance

Concurrently with recordation of each Grant Deed, First American Title Insurance Company or another title insurance company satisfactory to the City and the Developer (“**Title Co.**”) shall provide and deliver to the Developer a CLTA coverage owner’s title insurance policy issued by Title Co. insuring that the title is vested in the Developer in the condition required by Section 205 of this Agreement, and any special endorsements which the Developer reasonably requests. At the sole election and cost of Developer, Developer may obtain an ALTA Survey of the Site and cause the Title Co. to issue a ALTA owner’s title insurance policy. The Title Co. shall provide the insurance policy and the title insurance policy shall be in the amount of the Purchase Price of the City Parcel and the Agency Parcels, as applicable to the conveyance involved, or in such greater amount as the Developer may specify as hereinafter provided.

Concurrently with the issuance of each title policy for the Site (the “Title Policy”), the Title Co. shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer’s estimated construction costs of the improvements to be constructed thereon and any lender’s interest therein.

The Developer shall pay for all premiums attributable to any extended coverage or special endorsements which it requests above and beyond a CLTA title insurance policy.

I. [§ 209] Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing prior to each conveyance of title or possession of the property involved in each such conveyance, shall be borne by the applicable Transferring Party. Ad valorem taxes and assessments, if any, on the Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period, commencing after conveyance of title or possession of the property involved in each such conveyance, shall be borne by the Developer.

J. [§ 210] Occupants of the Site

City and Successor Agency agree that title to the City Parcel and the Agency Parcels, respectively, shall be conveyed free of any possession or right of possession.

K. [§ 211]                      Zoning of the Site

Prior to each of the Phase 1 Conveyance and the Phase 2 Conveyance, the Developer shall take such actions as are necessary to procure the appropriate zoning and subdivision map approvals applicable to each such conveyance, and obtain the requisite City land use regulations and designations so as to permit the Phase 1 Development and the Phase 2 Development and construction of the Improvements thereon and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement (the “Entitlements”). The Successor Agency shall provide all proper and reasonable assistance and cooperation to the Developer in connection therewith, and shall use its good faith and best efforts in cooperating with and facilitating Developer's efforts to obtain all of the necessary Entitlements and/or any other discretionary permits required for the development of the Site.

Notwithstanding any provision of this Agreement to the contrary, Developer acknowledges and expressly agrees as follows: (a) that this Agreement does not obligate the City in any way to approve, in whole or in part, any of the matters described in this Agreement, including, without limitation, matters pertaining to the Entitlements and any other land use entitlements or approvals, general plan amendment, zoning changes or amendment, permits, waivers or reduction of fees, development or any other matters to be acted on by the City; (b) that all such matters shall be considered and processed by the City in accordance with all otherwise applicable City requirements and procedures; and (c) that the City reserve all rights to approve, disapprove or approve with conditions all such matters in its sole discretion.

L. [§ 212]                      Condition of the Site

The Site, and each portion thereof, shall be conveyed in an “as is” condition, with no warranty, express or implied by the City or the Successor Agency as to the condition of the soil, water, or presence of Hazardous Materials (as defined herein), its geology, or the presence of known or unknown faults. In this regard, the City and the Successor Agency, at the written request of the Developer, shall make available to the Developer all documents within its possession or control pertinent to the condition of the Site within fifteen (15) City business days of the request. It shall be the sole responsibility of the Developer, at the Developer’s sole cost and expense, to investigate and determine the soil and water conditions of the Site and the suitability of the Site for the developments to be constructed on the Site by the Developer, and to pay for the demolition and clearance of improvements on, in or under the Site as necessary for the development of the Site under this Agreement.

Developer shall defend, indemnify and hold each, the City and Successor Agency harmless from any costs, claims, damages or liabilities pertaining to or arising from the performance of any tests and inspections of the Site, or any portion thereof, provided, however, Developer shall have no liability to the City or Successor Agency for the disclosure of any pre-existing conditions on any or all of the Site prior to the conveyance of the applicable portion of the Site. Any damage or injury to any of the parcels comprising the Site or any improvement thereon resulting from any such test or inspection shall be promptly repaired or restored by Developer at its sole expense, provided, however, Developer shall have no obligation to remediate any environmental condition on, about or under all or any portion of the Site.



The Developer shall be solely responsible for all necessary testing of the Site for Hazardous Materials pursuant to all applicable laws, statutes, rules and regulations. Upon the acquisition of each parcel of the Site, the Developer shall also be responsible for making each acquired parcel of the Site usable for the proposed development of such parcel of the Site as a result of any Site conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters, and, subject to any adjustment of the Purchase Price as contemplated in Section 201 above, subsequent to the Developer's acquisition of the Site the Developer shall be responsible for any costs associated with any environmental remediation of Hazardous Materials which is necessary for the Site and for performing all work required in connection therewith. For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California and/or the United States Government, including, but not limited to asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste," as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste" or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1 through 66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or

“transuranic waste” and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to The California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code. Any studies and reports generated by the Developer’s testing for hazardous materials shall be made available to the City upon the City’s request. The Successor Agency and the City will deliver to the Developer all actually known reports within its possession or under its control regarding Hazardous Materials relating to the Site.

From the date of this Agreement until Closing, the Transferring Parties agree to continue its maintenance of the Site in the same manner as prior to the date of this Agreement.

M. [§ 213] Relationship of City and Successor Agency and Developer

Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co ownership by or between the City and/or the Successor Agency and the Developer.

O. [§ 214] Preliminary Work by the Developer

Prior to the conveyance of title to all or any portion of the Site, representatives of the Developer shall have the right of access to and entry upon the Site at all reasonable times, for the purpose of inspecting the Site, obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer agrees to defend, indemnify and hold the Successor Agency, the City, and their respective officers, employees, contractors and agents, harmless for any and all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) arising out of any work or activity of the Developer, its officers, employees, contractors and agents, permitted pursuant to this Section 214, which indemnity shall not apply to the gross negligence or willful misconduct by the City or the Successor Agency or their respective staff, agents or contractors or to the discovery of any Hazardous Materials on the Site. The Developer shall not commence any activities under this Section 214 without first providing the City and the Successor Agency with satisfactory evidence of insurance meeting the requirements of this Agreement, and the provision of adequate restoration of the Site to its condition prior to the commencement of any activities under this Section 214 with the exception of any Hazardous Waste condition discovered on the Site; the remediation of which, shall be dealt with pursuant to the Purchase Price Adjustment procedures of Section 201.

P. [§ 215] Submission of Evidence of Financing

Within the times established respectively therefor in the Schedule of Performance (Attachment No. 3) for each of the Phase 1 Conveyance and the Phase 2 Conveyance, the

Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has obtained firm and binding commitments for financing necessary for the acquisition of each of the Phase 1 Conveyance and the Phase 2 Conveyance, as applicable, and for each of the Phase 1 Development and the Phase 2 Development, as applicable, in accordance with this Agreement.

The Developer's first submission of such evidence of financing shall include:

1. A project budget, current as of the close of escrow for each such conveyance, setting forth all anticipated development costs for the Phase 1 Development or the Phase 2 Development, as applicable, (the "**Development Costs**"), or a certification by the Developer that the applicable portion of the Project Budget attached to this Agreement as Attachment No. 2A remains accurate. The Project Budget shall be maintained as a sources and uses budget, which shall be based upon a financial *pro forma* that has been reasonably approved by the City, and a feasible method of financing, reasonably demonstrating to the City the availability of all funds needed to complete the proposed development of the Site. Developer agrees to make continuing full disclosure to City of its proposed methods of financing, including the financing of any off-site improvements that are required to obtain the necessary entitlements for the proposed development of the Site.
2. A copy of the commitment or commitments obtained by the Developer for any mortgage loan or loans or other debt financing for construction financing to finance the entire cost of acquisition of each of the Phase 1 Conveyance and the Phase 2 Conveyance, as applicable, and the Development Costs of the Improvements (as defined in the Scope of Development) for each of the Phase 1 Development and the Phase 2 Development, as applicable, certified by the Developer to be a true and correct copy or copies thereof. The commitment or commitments for financing shall be in such form and content reasonably acceptable to the City as reasonably evidences a commitment normally issued by an institutional lender (subject to customary conditions).
3. Documentary evidence reasonably satisfactory to the City of sources of equity capital sufficient to demonstrate that the Developer has adequate funds committed to cover the difference, if any, between the Development Cost less financing authorized by mortgage loans for the development of each of the Phase 1 Conveyance and the Phase 2 Conveyance, as applicable.
4. A schedule of all tenants obtained to date to occupy space within each of the Phase 1 Development and the Phase 2 Development, as applicable, together with the amount of space, lease term, and minimum and performance rent and tenant improvement allowance applicable thereto, and copies of such tenant leases (to be provided to City Special Counsel for confidential review), certified to be true and correct copies thereof.

The Developer's second submission of such evidence of financing shall include:

1. A copy of the contract between the Developer and the general contractor or contractors for the construction of the Improvements for each of the Phase 1 Development and the Phase 2 Development, as applicable, certified by the Developer to be a true and correct copy thereof, together with a payment and performance bond or such other form or instrument approved in advance and writing by the City ensuring construction performance and completion of the obligations of said contractor (e.g., letter of credit).
2. Copies of any construction loan documents, including but not limited to any loan agreement, note and trust deed, as well as equity commitment documents, pertaining to each of the Phase 1 Development and the Phase 2 Development, as applicable, in final form of the documents at close of escrow provided for in Section 202, together with evidence that any such documents have been submitted to escrow and that there are no outstanding conditions, except as required by this Agreement to be satisfied concurrently with closing of any mortgage loan and/or other financing for such development, which would preclude closing and initial funding of such construction loan or loans and equity provided to and/or by the Developer.

The City shall approve or disapprove each such submission of evidence of financing within the times established in the Schedule of Performance. Such approval shall not be unreasonably withheld, delayed or conditioned. If the City shall disapprove any such evidence of financing, the City shall do so by written notice to the Developer stating the reasons for such disapproval. The Developer shall promptly, but in any event prior to the dates respectively required for submission of evidence of financing in the Schedule of Performance, obtain and submit to the City new evidence of financing. The City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 215 for the approval or disapproval of the evidence of financing as initially submitted to the City.

Q.    [§ 216]           CEQA Requirements

Certain environmental documents necessary for the development of the Site by the Developer have been prepared and certified by the City and the Successor Agency for the development of the Site in compliance with the requirements of the California Environmental Quality Act of 1970, as amended from time to time (California Public Resources Code, Section 2100 et seq., hereinafter referred to as "CEQA") and all applicable State regulations and local ordinances and regulations enacted pursuant thereto. All costs and expenses associated with no further environmental clearance and/or documentation required for the development of the Site as contemplated by this Agreement shall be the sole responsibility of the Developer.

R.    [§ 217]           Brokers

The City and the Successor Agency shall not be liable in any manner for any real estate commission or brokerage fees which may arise from the transactions contemplated by this Agreement other than any broker engaged in writing by the City or the Successor Agency. The City, Successor Agency and Developer each represent that it has engaged no broker, agent, or

finder in connection with this transaction, and each party hereto agrees to indemnify and hold the other parties harmless from any claim by any broker, agent, or finder retained by the indemnifying party.

III. [§300] DEVELOPMENT OF THE SITE

A. [§301] Responsibilities for Development of the Site

Subject to the last paragraph of Section 201 hereof, the Developer shall be solely responsible for all development costs for the Phase 1 Development and the Phase 2 Development in accordance with the requirements of this Agreement.

B. [§ 302] Scope of Development

The Site shall be developed in accordance with and within the limitations established in the "Scope of Development" which is incorporated herein and attached to this Agreement as Attachment No. 4, and shall be of a superior quality and standard. The Scope of Development includes the number and size of housing units, the total square feet of commercial space, the number of required parking spaces and the design parameters for the Site including, but not be limited to, building height, acceptable architectural and landscape quality, access and circulation, determination of parcel boundaries, on-site and off-site improvements, site-perimeter treatment, landscaped buffers, parking, signage, lighting, and any required easements.

Developer shall deliver to the City whatever information shall be reasonably requested by the City concerning the drawings and architectural renderings for the development of the Site and for the consideration by the City of required Entitlements for the development of the Site. The drawings and architectural renderings required by this Agreement shall include a well-defined architectural concept for the development of the Site showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character. However, no such drawing or architectural renderings shall be deemed final until approved by the City and the submittal of complete applications by the Developer for the Entitlements required for development of the Site.

C. [§ 303] Preliminary Site Plan Review and Site Plan Review Drawings

The Developer shall prepare and submit Preliminary Site Plan Review Drawings and related documents for the development of the entire Site to the City for review and approval within the time established in the Schedule of Performance. Preliminary Site Plan Review Drawings and related documents shall include a site plan, floor plans, elevations, cross section drawings illustrating the relationship of the buildings to any adjacent residential area, and a landscape plan of the Improvements as they are to be developed and constructed on the Site, in such detail as required by the City for Preliminary Site Plan Review Drawings. These drawings shall conform to the requirements of any applicable community plan, development standards established in the Scope of Development (Attachment No. 4) and the City Zoning Code.

The Developer shall prepare and submit Site Plan Review Drawings and related documents for the development of the entire Site to the City for review and approval within the time established in the Schedule of Performance. Site Plan Review Drawings shall include a refined site plan, elevations and sections of the Improvements for the development of the entire Site, in such detail as required by the City for Site Plan Review Drawings. These drawings shall conform to the requirements of any applicable community plan, development standards established in the Scope of Development (Attachment No. 4) and the City Zoning Code.

D.     [§ 304]           Preliminary Landscaping and Finish Grading Plans

Concurrently with the submission of the Preliminary Site Plan Review Drawings, the Developer shall prepare and submit to the City for its approval preliminary landscaping and preliminary grading plans for the Site. The plans shall conform to the requirements of the City of Inglewood and the development standards established in the Scope of Development (Attachment No. 4) by the City and the City Zoning Code. All plans shall be prepared and submitted within the times established in the Schedule of Performance.

The landscaping plans required by this Section 304 and by Section 305 shall be prepared by a professional landscape architect and the grading plans required by this Section 304 and by Section 305 shall be prepared by a licensed civil engineer. Such landscape architect and/or civil engineer may be the same firm as the Developer's architect. Within the times established in the Schedule of Performance, the Developer shall submit to the City for approval the name and qualifications of its architect, landscape architect, and civil engineer, which approval shall not be unreasonably withheld.

The landscaping plans shall include a lighting program which highlights the design of the exterior components of the development including but not limited to building facades, architectural and landscaping detail and sculpture.

E.     [§ 305]           Construction Drawings and Related Documents for the Site

Within the respective phased development times established in the Schedule of Performance (Attachment No. 3) the Developer shall prepare and submit to the City for review (including but not limited to architectural review), and written approval construction drawings and related documents and final landscaping plans and finish grading plans required by the City for the issuance of a building permit (collectively called the "**Drawings**"). The Drawings shall be submitted to the City on a phased basis for each of the Phase 1 Development and the Phase 2 Development, and shall also include all applicable off-site public improvements. Final Construction Drawings are hereby defined as those in sufficient detail to obtain a building permit.

During the preparation of all drawings and plans, the City and the Developer shall, at the request of the City, hold regular progress meetings to coordinate the preparation of, submission to, and review of the Drawings by the City. The City and the Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to the City can receive prompt and speedy consideration.

The Developer shall at the request of the City be available for and shall participate in any presentations that are necessary or desirable to be made to the community or any department, board or commission of the City.

If any revisions or corrections of plans approved by the City shall be required by any government official, agency, department, or bureau having jurisdiction over the development of the Site, the Developer and the City shall cooperate in efforts to obtain a waiver of such requirements or to develop a mutually acceptable alternative. Any such changes shall be within the limitations of the Scope of Development.

The Site, and related off-site improvements, shall be developed as established in the City-approved Preliminary Site Plan Review Drawings, Site Plan Review Drawings and related documents, the Drawings, and the Scope of Development.

F.     [§ 306]           City Approval of Plans, Drawings and Related Documents

Subject to the terms of this Agreement, the City shall have the right of architectural review of all plans and submissions, including any proposed changes therein. The City shall approve or disapprove the plans, drawings and related documents referred to in Section 303, 304 and 305 of this Agreement within the times established in the Schedule of Performance (Attachment No. 3). Any disapproval shall state in writing the reasons for disapproval and any changes which the City requests to be made. Such reasons and such changes must be consistent with the Scope of Development (Attachment No. 4) and any items previously approved hereunder. The Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall promptly revise the plans, drawings and related documents, and resubmit the subject plans, drawings and related documents to the City as soon as reasonably possible after receipt of the notice of disapproval.

If the Developer desires to make any substantial change(s) to the Drawings after approval, such proposed change(s) shall be promptly submitted to the City for approval. Any disapproval shall state in writing the reasons for disapproval and any changes which the City requests to be made. Such reasons and such changes must be consistent with the Scope of Development (Attachment No. 4) and any items previously approved hereunder. The Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall promptly revise the plans, drawings and related documents, and resubmit the subject plans, drawings and related documents to the City as soon as reasonably possible after receipt of the notice of disapproval.

G.     [§ 307]           Cost of Construction

The cost of developing the Site, and constructing the Improvements thereon, shall be borne by the Developer, except as otherwise expressly and specifically provided herein.

H.     [§ 308]           Schedule of Performance

It is the intention of the City, Successor Agency and Developer that the disposition and

development of the Site be completed in a timely and an expeditious manner. Accordingly, a "Schedule of Performance" is attached hereto, labeled Attachment No. 3 and incorporated herein by this reference, encompassing appropriate and necessary legal, administrative, transfer of property ownership, financial and construction benchmarks to be met by the appropriate party, together with required conditions precedent for the conveyance of the Site or portions thereof, including without limitation adequate evidence of financing and entitlements for the proposed development of the Site.

After the conveyance of title to and possession of the Site, or any portion thereof, the Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Improvements on the Site or the applicable portion thereof, and the development thereof as provided in the Scope of Development (Attachment No. 4), The Developer shall begin and complete all construction and development of the Improvements on the Site within the times specified in the Schedule of Performance (Attachment No. 3). The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by the Developer and the City or pursuant to Section 604 hereof.

During periods of construction, the Developer shall submit to the City a written report of the progress of the construction when and as reasonably requested by the City, but in no event shall the Developer be required to submit any such report more often than monthly. The report shall be in such form and detail as may be reasonably required by the City and shall include a reasonable number of construction photographs (if requested) taken since the last report by the Developer.

Without limiting the foregoing, prior to the completion of the Improvements on the Site, and also prior to completion of any off-site improvements related to and required as part of the development of the Site for which the Developer shall be responsible, the Developer and its architect shall formally demonstrate to the City (or its designee) that the actual structural design and construction of the improvements on the Site are consistent with the plans, drawings and specifications theretofore approved by the City for the development.

I.     [§ 309]     Indemnification during Construction; Bodily Injury and Property Damage Insurance

During the period commencing with execution of this Agreement by the City, and continuing until such time as the City has issued a Release of Construction Covenants with respect to the construction of the Improvements on the Site, the Developer agrees to and shall indemnify and hold the Successor Agency, the City and their respective officers, employees, contractors and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Developer or its officers, employees, contractors or agents with the exception of acts, errors or omissions of the Successor Agency, City, and/or their respective officers, employees, contractors or agents.



During the period commencing with any preliminary work on the Site by Developer under Section 214, or if none, then commencing with conveyance of title and possession of the Site or any portion thereof to Developer, and ending on the date when a Release of Construction Covenants has been issued with respect to the entire Site, the Developer shall furnish or cause to be furnished to the City, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$3,000,000 combined single limit liability naming the Successor Agency, the City, and their respective officers, employees, contractors and agents as additional insureds, together with all policies and documentation required in connection with the City's standard insurance requirements applicable to such development activities.

J.     [§ 310]           Antidiscrimination during Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements on the Site as provided for by this Agreement, the Developer will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, creed, religion, national origin, or ancestry.

K.     [§ 311]           Local, State and Federal Laws

The Developer shall carry out the construction of the Improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards. The Developer shall carry out development, construction (as defined by applicable law) and operation of the improvements on the Site, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, the requirement to pay state prevailing wages to the extent applicable). The Developer hereby expressly acknowledges and agrees that neither City nor the Successor Agency has ever previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the improvements in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is or is not a "public work," as defined in Labor Code Section 1720. Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law to the extent applicable to the Developer; provided, however, nothing herein shall be deemed an admission by Developer that Developer and/or the Site is a "public work". The Developer shall indemnify, protect, defend and hold harmless the Successor Agency, City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Successor Agency and City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by the Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation,

the requirement to pay state prevailing wages); (2) the implementation of SB 966; (3) the implementation of Labor Code Section 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (4) failure by the Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. It is mutually agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the improvements, including, without limitation, any and all public works (as defined by applicable law), the Developer shall bear all risks of payment and/or non-payment of state prevailing wages and/or the implementation of SB 966 and/or Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer. Notwithstanding the foregoing, the Parties hereto agree and acknowledge the Site is being conveyed at a purchase price representing the fair market price of the Site established pursuant to an independent third party appraisal.

L.     [§ 312]           City and Other Governmental Agency Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, the Developer, with Successor Agency assistance where necessary and appropriate, shall secure or cause to be secured, any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. The Transferring Parties shall use its good faith efforts to assist the Developer in securing these permits.

The entitlements for the development of the Site will be considered by the City in coordination with the proposed Downtown Transit Overlay District Planning effort.

M.     [§ 313]           Rights of Access

Representatives of the Successor Agency and the City shall have a reasonable right of access to the Site, upon twenty-four (24) hours' prior written notice to the Developer, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements. However, no such notice shall be required in the event of an emergency involving the Site or any portion thereof.

Representatives of the Successor Agency or the City shall be those who are so identified in writing by the City Manager of the City (or his/her designee). Such representatives shall also be responsible for providing any required written notice to the Developer. All activities performed on the Site by the representatives shall be done in compliance with all applicable laws and regulations regarding health and safety, including any written safety rules and regulations of the Developer and shall not unreasonably interfere with the transaction contemplated by this Agreement.

N.     [§ 314]           Responsibilities of the Successor Agency and the City

Neither the City nor the Successor Agency shall be responsible for performing any work specified in the Scope of Development (Attachment No. 4).

O.     [§ 315]           Taxes. Assessments. Encumbrances and Liens

The Developer shall pay when due all real estate taxes and assessments assessed and levied on or against the Site and all portions thereof, subsequent to the conveyance of the title or possession. The Developer shall not place, or allow to be placed on the Site or any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Agreement. The Developer shall remove, or shall have removed, any levy or attachment made on the Site or any portion thereof, or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The covenants of the Developer set forth in this Section 315 relating to the placement of any unauthorized mortgage, trust deed, encumbrance, or lien, shall remain in effect only until a Release of Construction Covenants has been recorded with respect to the Site or the portion thereof upon which any unauthorized mortgage, trust deed, encumbrance or lien might be placed.

P.     [§ 316]           Prohibition Against Transfer Prior to Issuance of a Release of Construction Covenant

Prior to the issuance by the City of a Release of Construction Covenants pursuant to Section 324 of this Agreement, the Developer shall not, except as permitted by this Agreement, assign or Transfer or attempt to assign or Transfer this Agreement or any right herein with respect to the Site (or portion thereof), nor make any total or partial sale, conveyance or assignment of the whole or any part of the Site or the Improvements thereon, without prior written approval of the City. This prohibition shall not be deemed to prevent the granting of leases, easements or permits necessary to facilitate the development of the Site, nor shall it prohibit granting any security interests expressly described in this Agreement for financing the acquisition and development of the Site pursuant to this Agreement.

In the event that the Developer does in violation of this Agreement assign or Transfer this Agreement or any of the rights herein, or does sell, convey or assign any part of the Site or the buildings or structures thereon for any reason other than an involuntary condemnation action by a public entity against the Site, or any such buildings or structures thereon, prior to the recordation of the Release of Construction Covenants, the City shall be entitled to increase the purchase price paid by the Developer for the Site by the amount that the pro-rata consideration attributable and payable for such sale, Transfer, conveyance or assignment of the Site is in excess of the Purchase Price paid by the Developer for the Site or portion thereof as applicable, plus the cost of any improvements and development, including carrying charges and costs related thereto. To the extent such consideration payable for such sale, Transfer, conveyance or

assignment is in excess of the original Purchase Price paid by the Developer for the Site or portion thereof as applicable, plus the cost of the Improvements and development, including carrying charges and costs related thereto, such excess shall belong and be paid to the City and until so paid, the City shall have a lien on the Site (or applicable portion thereof), as the case may be, for such amount. At the time of any such sale, Transfer, conveyance or assignment, the Developer shall submit to the City sufficient information reasonably required by the City to demonstrate that there is no such excess consideration received with respect to any such sale, Transfer, conveyance or assignment or pursuant to the terms of this paragraph.

In the absence of a specific written agreement by the City, no such sale, Transfer, conveyance or assignment of this Agreement or the Site (or any portion thereof), or approval by the City of any such sale, transfer, conveyance or assignment, shall be deemed to relieve the Developer from the obligations of this Agreement.

Q.    [§ 317]        Security Financing; Right of Holders

R.    [§ 318]        No Encumbrances except Mortgages, Deeds of Trust, Conveyances and Leasebacks or Other Conveyance for Financing for Development

Notwithstanding Section 316 above, after conveyance of title and possession to any portion of the Site to Developer, mortgages, deeds of trust, conveyances and leasebacks, or any other form of conveyance required for any reasonable method of financing are permitted with respect to the Site before the recordation of the Release of Construction Covenants (referred to in Section 324 of this Agreement), but only for the purpose of securing loans and funds to be used for financing the acquisition of the Site or portion thereof as applicable, the construction of the Improvements on the Site or portion thereof as applicable, and any other expenditures necessary and appropriate to develop the Site or portion thereof as applicable, pursuant to the terms of this Agreement. The Developer shall notify the City in advance of any mortgage, deed of trust, conveyance and leaseback, or other form of conveyance for financing if the Developer proposes to enter into the same before the recordation of the Release of Construction Covenants. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City, which approval the City agrees to give if any such conveyance is provided by a responsible financial or lending institution or other acceptable person or entity. Such lender approved by the City pursuant to this Section 318, shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent.

In any event, the Developer shall promptly notify the City of any mortgage, deed of trust, lease, conveyance and leaseback, or other financing, conveyance, encumbrance or lien that has been created or attached to the Site (or any portion thereof) prior to completion of the construction of the improvements thereon whether by voluntary act of the Developer or otherwise.

The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development.

S.     [§ 319]           Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenants or any other provision in the grant deeds for the Site be so construed as to so obligate such holder. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such holder to devote the Site to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

T.     [§ 320]           Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the Improvements, the City shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right at its option within ninety (90) days after the receipt of the notice, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession, and such holder has elected to remedy or cure such default, such holder shall seek to obtain possession with diligence and continuity through foreclosure, deed in lieu of foreclosure or such other procedure as the holder may elect, and shall remedy or cure such default within one hundred and twenty (120) days after obtaining possession; provided, however, that in the case of a default which cannot diligently be remedied or cured, or the remedy or cure of which cannot be commenced within such 120-day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity. Moreover, any such holder shall also not be required to remedy or cure any non-curable default of the Developer. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement reasonably satisfactory to the City. The holder in that event must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder related, and submit evidence reasonably satisfactory to the City that it has the qualifications and/or financial responsibility necessary to perform such obligations. Any such holder properly completing such Improvements shall be entitled, upon written request made to the City, to a Release of Construction Covenants from the City.

U.     [§ 321]           Failure of Holder to Complete Improvements

In any case where nine (9) months after default by the Developer relative to the

completion of construction of the Improvements on the Site (for which a Release of Construction Covenants has not yet been issued the City pursuant to this Agreement), the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Site (or portion thereof) has not exercised the option to construct, or if it has exercised the option but has not proceeded diligently with construction (including diligent efforts to obtain possession if necessary), the City may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest and other charges properly payable under the mortgage, deed of trust or other security interest; provided, however, that the holder shall have thirty (30) days after its receipt of notice from the City of its intent to effect this purchase, in which the holder may exercise the option to construct (if it has not previously done so), or may resume to proceed diligently with construction, as the case may be, and if the holder does so act, the notice from the City shall be deemed withdrawn; the foregoing right to delay purchase by the City may be exercised only once by the holder. If the ownership of the Site (or any portion thereof) has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the City upon payment to the holder of an amount equal to the sum of the following as they pertain to the Site (or portion thereof):

- (a) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings).
- (b) All expenses with respect to foreclosure and enforcement of loan rights.
- (c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent ownership or management of the Site (or portion thereof), such as insurance premiums and real estate taxes.
- (d) The cost of any Improvements on the Site made by such holder.
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

V. [§ 322] Right of City to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Site (or portion thereof) prior to the issuance of a Release of Construction Covenants by the City, and the holder has not exercised its option to complete the development, the City may cure any monetary default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Site (or portion thereof) to the extent of such costs and disbursements.

Notwithstanding the preceding paragraph, Developer hereby acknowledges that the City shall be under no obligation pursuant to this section to cure any such default.

W.    [§ 323]           Right of the City to Satisfy Other Liens on the Property after Title Passes

Prior to the recordation of the Release of Construction Covenants (referred to in Section 324 of this Agreement), and the Developer, after a thirty (30) day period following its receipt of notice of the existence of any such liens or encumbrances, has failed to challenge, cure or satisfy any such liens or encumbrances on the Site (or the applicable portion thereof), the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as the Developer in good faith contests the validity or amount thereof, and so long as such delay in payment shall not subject the Site (or the applicable portion thereof) to forfeiture or sale.

X.     [§ 324]           Release of Construction Covenants

Promptly after completion of all construction and development of the Improvements to be completed by the Developer upon the Site as evidenced by final inspection approvals by the City, the City shall furnish the Developer with a Release of Construction Covenants within ten (10) City business days upon written request therefor by the Developer. Such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Site, in substantial compliance with the plans, drawings and related document referred in Sections 304 and 305, and of full compliance with the terms hereof with respect to the development of the Improvements upon the Site. Notwithstanding the foregoing, the City shall also furnish the Developer with a Release of Construction Covenants for each of the Phase 1 Development and the Phase 2 Development that are properly completed and ready to use if the Developer is not in default of this Agreement. After the recordation of the Release of Construction Covenants with regard to any portion of the Site, any party then owning or thereafter purchasing, leasing, or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer which shall include the provisions of Sections 400 through 404 (inclusive) of this Agreement. Neither the City nor the Successor Agency nor any other person, after the recordation of the Release of Construction Covenants, shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement with respect to the Site (or any portion thereof) as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site (or portion thereof) shall be limited thereafter to those set forth in the documents recorded pursuant to Sections 400 through 404 (inclusive) of this Agreement.

The Release of Construction Covenants shall be in such form as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

If the City refuses or fails to furnish a Release of Construction Covenants for the Site (or portion thereof) after written request from the Developer, the City shall, within ten (10) City business days of the written request, provide the Developer with a written statement which details the reasons the City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Release of Construction Covenants. If the reasons for such refusal are confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Release of Construction Covenants upon the posting of a bond by the Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said 10 business day period, the Developer shall be deemed entitled to the Release of Construction Covenants.

Such Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, nor any part thereof. Such Release of Construction Covenants is not a Notice of Completion as referred to in Section 3093 of the California Civil Code.

Y.     [§ 325]           Project Identification Sign

Prior to commencement of any construction on the Site up until the issuance of a Release of Construction Covenants by the City as set forth in Section 324 above, the Developer shall prepare and install, at its cost and expense, a project identification sign at one location along the street frontage of the Site. The sign shall be at least eighteen (18) square feet in size and visible to passing pedestrian and vehicular traffic. The design of the sign as well as its proposed location shall be submitted to the City for review and approval prior to installation. The sign shall, at a minimum, include:

- Development name
  
- Developer
  - Mayor:                   James T. Butts, Jr.
  - Councilmembers:       George Dotson           1<sup>st</sup> District
  - Alex Padilla,           2<sup>nd</sup> District
  - Elroy Morales, Jr.,   3<sup>rd</sup> District
  - Ralph Franklin,       4<sup>th</sup> District
  
- Completion Date \_\_\_\_\_.
- For information call

Developer shall obtain a current roster of City officials before signs are printed.



Z.     [§ 325]           Work Product

All third party non-legally privileged work product documents and materials used or prepared or caused to be prepared by Developer relating to its obligations under this Agreement (not including proprietary economic data) including without limitation drawings, specifications, architectural renderings and models, engineering studies, soils studies, environmental studies and similar work product relating to the Site (the "Work Product"), shall be made available to the City, without any representation, warranty or liability to the Developer if this Agreement is terminated (other than by a default of a Transferring Party). In the event of the termination of this Agreement by the City, Successor Agency and the Developer (other than in the event of a default by a Transferring Party), the City shall have the right, in its sole discretion, to take possession of any and all Work Product owned by Developer (subject to any retained rights of the party preparing said Work Product) and to use such documents and information contained therein in connection with the development of the Site, provided however Developer makes no representation or warranty with respect to such documents and information and Developer shall have no liability to the City, or any other person or entity in connection with providing such documents, the contents thereof or the City's (or any other person's or entity's) reliance on such documents or information.

IV.    [§ 400]           USE OF THE SITE

A.     [§ 401]           Uses

The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that, subject to the limitations specified in Section 405, during construction and thereafter the Developer, its successors and assignees shall devote the Site to the uses specified in the Redevelopment Plan, the development, use and maintenance standards established in the Scope of Development (Attachment No.4), the City Zoning Code as of the date hereof and the Grant Deeds.

B.     [§ 402]           Maintenance of the Site

During construction and all times thereafter, the Developer, and its successors and assigns, shall maintain and operate the Improvements on the Site in a good and professional manner and shall keep the Site reasonably free from graffiti and any accumulation of debris or waste materials. During construction and all times thereafter, the Developer, and its successors and assigns, shall also maintain the landscaping required to be planted under the Scope of Development in a healthy condition.

The Developer, and its successors and assigns, shall maintain landscaping (subject to applicable federal, state and city water restrictions), buildings and improvements in good condition and satisfactory state of repair so as to be attractive to the residents and to the community.

The Developer, and its successors and assigns, shall operate the Site and the Improvements in compliance with all applicable equal opportunity standards established by Federal, State and local law

If the Developer fails to maintain and operate the Site as required, the Developer agrees that the City shall have the right, but not the obligation, after giving ten (10) business days' written notice to the Developer, to perform or cause the performance of all necessary maintenance at the Developer's expense. In such event, the City shall also be entitled to all related reasonable administrative or other costs associated with said performance of maintenance. Until fully reimbursed by the Developer, the City shall have a lien upon the Site in the amount of all such maintenance and related costs as set forth above which shall be subordinate to any and all City-approved encumbrances on the Site.

C.     [§ 403]           Obligation to Refrain from Discrimination

The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site.

D.     [§ 404]           Form of Nondiscrimination and Nonsegregation Clauses

The Developer shall refrain from restricting the rental, sale or lease of the property on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1.     In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2.     In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself,

or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land.”

E.     [§ 405]           Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Developer and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the City. Such covenants as are to survive the recordation of the Release of Construction Covenants by the City shall be contained in each Grant Deed and shall remain in effect for the period specified therein. Covenants in this Agreement not expressly set forth in the Grant Deeds shall terminate upon the issuance of a Release of Construction Covenants therefor.

F.     [§ 406]           Rights of Access - Public Improvements and Facilities

To the extent necessary, the City for itself, and other public agencies, at their sole risk and expense, reserves the right to enter the Site or any part thereof at all reasonable times after twenty-four (24) hours’ prior written notice to the Developer, and with as little interference as possible, for the purpose of constructing, reconstructing, maintaining, repairing or servicing any of the public improvements or public facilities located on the Site. Any such entry shall be subject to the 24-hour notice requirement unless there is an emergency for which immediate access to the Site is required of the City for any required construction, reconstruction, maintenance, repair or service of the public improvements or public facilities on the Site. The rights set forth in this Section shall be applicable to any portion of the Site containing public improvements or public facilities.

V.     [§ 500]           DEFAULTS, REMEDIES AND TERMINATION

A.     [§501]           Defaults - General

Subject to the extensions of time set forth in Section 604 and the cure periods provided in Section 507 hereof, any material failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who fails or delays must promptly commence to cure, correct or remedy such failure or delay and continue to take all steps necessary to completely cure, correct or remedy such failure or delay with reasonable

diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies provided such actions or proceedings are initiated prior to the default being cured by the defaulting party.

B.     [§ 502]           Legal Actions

1.     [§ 503]           Institution of Legal Actions; Venue

In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The parties hereby agree that in the event of litigation between the parties, venue for litigation brought in any state court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District located at 825 Maple Avenue, Torrance, California 90503-5058, and venue for any litigation brought in any federal court shall lie exclusively in the Central District of California, Los Angeles.

2.     [§ 504]           Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement and the legal relations between the parties.

3.     [§ 505]           Acceptance of Service of Process

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event that any legal action is commenced by the Developer against the Successor Agency, service of process on the Successor Agency shall be made by personal service upon the Executive Director of the Successor Agency, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City and/or the Successor Agency against the Developer, service of process on the Developer shall be made by personal service upon any officer or managing member of the Developer and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

C.     [§ 506]           Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this

Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

D.     [§ 507]           Damages

If any party is in default with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within ten (10) days after receipt of a notice of default in the event of a monetary obligation, or within thirty (30) days for any other type of default, then the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default. However, in the event that the default (other than a monetary obligation) is the type in which the defaulting party is incapable of curing within the thirty (30) day cure period, then if the defaulting party fails to commence the necessary actions to cure the default within the requisite thirty (30) days and fails to continuously and diligently cure the subject default within a reasonable period of time after commencement, then the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

E.     [§ 508]           Specific Performance

In addition to the rights and remedies set forth in Section 507 hereof, if either the City or the Successor Agency is in default with regard to any of the provisions of this Agreement, the Developer shall serve written notice of such default upon the City and/or the Successor Agency, as applicable. If the default is not cured by the City and/or the Successor Agency, as applicable, within ten (10) days after receipt of the notice of default in the event of a monetary obligation, or within thirty (30) days for any other type of default, then the Developer may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement against the City and/or the Successor Agency, as applicable, with respect to such default. However, in the event that the default (other than a monetary obligation) is the type in which the City and/or the Successor Agency, as applicable, is incapable of curing within thirty (30) days, then if the City and/or the Successor Agency, as applicable, fails to commence the necessary actions to cure the default within the thirty (30) day cure period and thereafter fails to cure the subject default in a continuous and diligent manner within a reasonable period of time after commencement, then the Developer may thereafter (but not before, unless necessary to prevent immediate harm) commence an action for specific performance of the terms of this Agreement against the City and/or the Successor Agency, as applicable, with respect to such default.

F.     [§ 509]           Remedies and Rights of Termination

1.     [§510]           Termination by Developer

In the event that prior to the dates established in the Schedule of Performance (Attachment No. 3) for the conveyance of title and possession of the Phase 1 Conveyance and/or

the Phase 2 Conveyance to the Developer:

- a. the Developer is unable, despite diligent and best efforts, to obtain, prior to the dates established in this Agreement for conveyance of the Phase 1 Conveyance property and/or the Phase 2 Construction property, any of the City-approved entitlements (the "Entitlements") for the development of the Site in accordance with this Agreement (including the Scope of Development); or
- b. the Developer is unable, despite commercially reasonable efforts, to obtain financing consistent with this Agreement, for the acquisition of the Site and construction and development of the Improvements on the Site in accordance with this Agreement and the Scope of Development (Attachment No. 4) and deliver to the City any submission of evidence of financing referred to in Section 219 within the time established therefor in the Schedule of Performance; or
- c. there has occurred a material change to the condition of the Site or title to the Site (including, without limitation, the imposition of any assessment district which has not been consented to by Developer) since the date hereof or an action eminent domain is initiated against all or any portion of the Site; or
- d. there has occurred a material change in the market and/or local, state or national economy which, in the written and reasonable opinion of both the Developer and the City, negatively impacts the ability of the Developer to develop, finance and/or lease the Project; or
- e. the City is unable, despite commercially reasonable efforts, to tender conveyance of title to the City Parcel or possession thereof to the Developer, or the Successor Agency is unable, despite commercially reasonable efforts, to tender conveyance of title to the Agency Parcels or possession thereof to the Developer, in the manner and condition, and within the established time therefor in the Schedule of Performance and such failure is not be cured within thirty (30) days after the date of written demand by the Developer, or the Title Co. is unwilling or unable to issue one or more of the Title Policy,

and any such default(s) or failure(s) referred to in subdivision (a) through (e) of this Section 510 shall not be cured within thirty (30) days after the date of written demand by the Developer then this Agreement and any rights of the City and the Successor Agency in this Agreement, shall, at the option of the Developer, be terminated with respect to the Site by written notice thereof to the City and the Successor Agency, and neither the Developer, nor any assignee or transferee of the Developer, shall have any further rights against or liability to the City or the Successor Agency under this Agreement with respect to the Site.

2.     [§511]           Termination by City

In the event that prior to the date established in the Schedule of Performance (Attachment No. 3) for the conveyance of title and possession of the Site to the Developer:

- a.     the Developer shall fail to deliver to the Agency any submission of evidence of financing commitments referred to in Section 214 of this Agreement with respect to the Site within the times established therefor in the Schedule of Performance (Attachment No. 3) as such date may be extended pursuant to the terms of this Agreement; or
- b.     the Developer (or any successor in interest), in violation of the provisions of this Agreement, assigns or Transfers or attempts to assign or Transfer the Agreement or any right herein, or in the Site (or portion thereof); or
- c.     there is a Substantial Change in the ownership of the Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Sections 107 and 108 hereof; or
- d.     the Developer does not deliver any submission of plans, drawings, and related documents as required by this Agreement by the dates respectively provided in this Agreement without the advance written consent of the City; or
- e.     the Developer does not pay the Purchase Price and take title and possession to the Phase 1 Conveyance property and/or the Phase 2 Conveyance property by the dates provided therefor in the Schedule of Performance (Attachment No. 3), under a tender of conveyance by the City and/or the Successor Agency, as applicable, pursuant to this Agreement other than as a result of a prior termination of this Agreement or a default by either or both of the Transferring Parties; or
- f.     the Developer is unable, despite commercially reasonable efforts, to obtain, prior to the dates established in this Agreement for conveyance of the Phase 1 Conveyance property and/or the Phase 2 Conveyance property, any of the Entitlements for the development of the Site in accordance with this Agreement (including the Scope of Development) and the Drawings approved by the Agency: or
- g.     the Developer is unable, despite commercially reasonable efforts, and within the time established respectively therefor in the Schedule of Performance, to obtain approval from the City of any Preliminary Subdivision Map or Final Subdivision Map required by the City, if any, with respect to the parcels comprising the Site, as referred to as Subdivision Maps in Section 703 of this Agreement; or

- h. the Developer fails to timely perform any other material obligation of the development of the Site as required under this Agreement, and any such default(s) or failure(s) referred to in subdivisions (a) through (g) of this Section shall not be cured within thirty (30) days after the date of written demand by the City, and any such default is not cured within thirty (30) days after the date of such written demand by City,

then this Agreement and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City and/or the Successor Agency shall, at the option of the City, be terminated with respect to the Site by written notice thereof to the Developer, and neither the Agency nor the Developer, nor any assignee or transferee of the Developer, shall have any further rights against or liability to the other under this Agreement with respect to the Site, other than the disposition of the Good Faith Deposit which shall be disposed of in accordance with Section 118.

G. [§512] Right of Re-Entry

The City shall have the right, at its sole option, to reenter and take possession of the Site (or the applicable portion thereof) with all improvements thereon, and to terminate and revest in the City the estate theretofor conveyed to the Developer, if after conveyance of title or possession to the applicable portion of the Site and prior to the recordation of the Release of Construction Covenants pertaining to the Site (or applicable portion thereof), the Developer (or its successors in interest) shall:

- (a) fail to commence construction of the Improvements (which shall include necessary grading activity performed on the Site by Developer following conveyance) required by this Agreement for a period of thirty (30) days after title and/or possession of the Site has been conveyed to the Developer, provided that the Developer has not obtained an extension or postponement of time pursuant to Section 604 hereof; or
- (b) abandon or substantially suspend construction of the improvements for a period of three (3) consecutive months after written notice of such abandonment or suspension has been given by the City to the Developer; provided Developer has not obtained an extension or postponement of time pursuant to Section 604 hereof; or
- (c) assign or Transfer or attempt to assign or Transfer this Agreement, or any rights herein, or suffer any involuntary transfer of the Site, or any part thereof, in violation of this Agreement, and such violation shall not be cured within thirty (30) days after the date of receipt of written notice thereof by the City to the Developer.

Such right to re-enter, repossess, terminate, and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:



- (a) any mortgage, deed of trust, or other security interests permitted by this Agreement with respect to the Site (or applicable portion thereof); or
- (b) any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

The rights established in this Section 512 shall not apply to the Site or any part thereof on which any improvements to be constructed thereon have been completed in accordance with the Agreement and for which a Release of Construction Covenants has been recorded therefor as provided in Section 324.

The Grant Deeds to the Phase 1 Conveyance and the Phase 2 Conveyance shall contain appropriate reference and provision to give effect to the City's right, as set forth in this Section 512 under specified circumstances prior to the recordation of the Release of Construction Covenants, to re-enter and take possession of the Site (or any portion thereof), with all improvements thereon, and to terminate and revest in the City the estate conveyed to the Developer.

Subject to the rights of the holders of security interests as stated in subparagraphs (a) and (b) above, upon the revesting in the City of title to the Site, or any part thereof, as provided in this Section 512, the City use its commercially reasonable efforts to resell the Site, or part thereof, as soon and in such manner as the City shall find feasible to a qualified and responsible party or parties (as determined by the City in its sole discretion), who will assume the obligation to complete the Improvements.

Upon such resale of the Site, or any part thereof, the proceeds thereof shall be applied:

- (a) first, to reimburse the City, all reasonable costs and expenses incurred by the City and the Successor Agency, including but not limited to fees of consultants engaged in connection with the recapture, management, and resale of the Site, or applicable part thereof (but less any income derived by the City from the sale of the Site, or applicable part thereof, in connection with such management); all taxes, assessments and water and sewer charges with respect to the Site, or applicable part thereof (or, in the event the Site, or part thereof, is exempt from taxation or assessment or such charges during the period of City ownership, then such taxes, assessments, or charges, as would have been payable if the Site, or applicable part thereof, was not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or part thereof on the Site, or applicable part thereof; and any amounts otherwise owing to the City by the Developer and its successor or transferee; and
- (b) second, to reimburse the Developer, its successor or transferee, up to the amount equal to (1) the sum of the Purchase Price paid to the City and the Successor

Agency by the Developer for the Site (or part thereof); and (2) the hard and soft costs reasonably incurred for the development of the Site attributable to the Site, or applicable part thereof, or for the construction of the Improvements thereon attributable to the Site, or applicable part thereof, less (3) any gain or income withdrawn or made by the Developer therefrom or from the improvements thereon attributable to the Site, or applicable part thereof.

Any balance remaining after such reimbursements shall be retained by the City as its property.

To the extent that the right established in this Section 512 involves a forfeiture, it must be strictly interpreted against the City, the party for whose benefit it is created. The rights established in this Section 512 are to be interpreted in light of the fact that the City and Successor Agency will convey the Site to the Developer for development and not for speculation in undeveloped land.

VI [§ 600] GENERAL PROVISIONS

A. [§ 601] Notices, Demands and Communications between the Parties

Formal notices, demands, and communications between the City, the Successor Agency and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested or by reputable overnight service that maintains delivery receipts (e.g., Federal Express) to the principal offices of the City, Successor Agency and the Developer, as designated in Sections 106 and 107 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601.

B. [§ 602] Conflicts of Interest

No member, official or employee of the City or the Successor Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than as specified in Section 607.

C. [§ 603] Nonliability of City Officials and Employees

No member, official, employee or consultant of the Successor Agency or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or the Successor Agency or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

D.     [§ 604]           Enforced Delay: Extension of Time of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other party, acts or failure to act of the Successor Agency or the City or any other public or governmental agency or entity (other than an act or failure to act of the Successor Agency or the City which shall give rise to the delaying act described above) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the City and the Developer.

Wherever this Agreement refers to performance by a specific time, or in accordance with the Schedule of Performance (Attachment No. 3), including without limitation in Sections 510 and 511 hereof, such times shall include any extensions pursuant to this Section 604.

E.     [§ 605]           Inspection of Books and Records

Prior to the issuance by the City of a Release of Construction for the development of the entire Site as contemplated by this Agreement, the City shall have the right at all reasonable times upon twenty-four (24) hour written notice to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement when needed by the City to: (1) establish the evidence of financing referred to in Section 214; (2) determine the costs, consideration and any excess consideration under Section 316; (3) determine the amount of payment provided for under Section 321; (4) determine amounts necessary to cure under Section 322 and 323; and (5) determine the amounts due in connection with the right of re-entry referred to in Section 512.

F.     [§ 606]           Approvals

Except where this Agreement expressly provides for an approval of either party in its sole discretion, approvals required of the City, Successor Agency or the Developer shall not be unreasonably withheld.

G.     [§ 607]           No Third Party Beneficiaries

The City, Successor Agency and the Developer expressly acknowledge and agree they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers that may represent the parties to this transaction. No person or entity not a signatory to this Agreement shall have any rights or

causes of action against either the City, Successor Agency or the Developer arising out of or due to the City's, Successor Agency's or the Developer's entry into this Agreement.

H. [§ 608] Attorneys' Fees

In the event that any litigation is commenced between the parties to this Agreement concerning any provision of this Agreement, including all attachments hereto, or the rights and obligations of any party, the parties to this Agreement hereby agree that the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted by the court, to a reasonable sum as and for its attorneys' fees in that litigation which shall be determined by the court in that litigation or in a separate action brought for that purpose.

I. [§ 609] Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

VII. [§ 700] SPECIAL PROVISIONS

A. [§ 701] Employment and Training Agreement

Notwithstanding anything contained in this Agreement and the Attachments to the contrary, the Developer, for itself as well as any and all successors-in interest to the Site, hereby agrees to comply and/or cause the compliance with the contracting as well as employment and training requirements set forth in the Employment and Training Requirements, which is attached to this Agreement as Attachment No. 6.

Developer shall use its best efforts to utilize local residents and community businesses in all aspects of the development of the Site and the coordination of the performance of Developer's obligations under this Agreement.

In order to attempt to provide additional employment opportunities for Inglewood residents and businesses, Developer shall engage in the following process with the goal of hiring qualified Inglewood residents for no less than 35% of the employment positions needed in connection with Developer's operation of the development of the Site and by Developer's contractors, subcontractors and vendors: (i) upon commencement of a job search, publication of employment opportunities once each week in a newspaper of general circulation in Inglewood for at least two (2) weeks (unless the job is filled sooner), and (ii) utilization of the resources and networks of the WOCP to identify and solicit qualified Inglewood residents. Developer and its contractors, subcontractors and vendors' obligations with respect to this goal shall be satisfied by engaging in the following activities: (i) utilization of the WOCP to identify and solicit qualified Inglewood residents; (ii) coordination with organizations such as the Inglewood Chamber of Commerce and Inglewood Partners for Progress to identify and solicit qualified Inglewood residents; and (iii) funding by Developer and participation in job fairs as may be reasonably requested by City.

B. [§ 702] Tenant/Buyer Review and Approval

Except as otherwise provided in this Agreement, all commercial tenants/buyers leasing/purchasing space and operating within any portion of the Improvements constructed on the Site by the Developer shall be subject to City prior written approval. City approval shall be in accordance with the procedures and criteria for City review and approval of tenants set forth in the Scope of Development (Attachment No. 4) and Section 706 below.

C. [§ 703] Subdivision Maps

Within the times established respectively therefor in the Schedule of Performance (Attachment No. 3), the Developer, if required by the City, shall prepare and use diligent and good faith efforts to obtain approval from the City of any "Subdivision Maps" required for the development of the Site and cause the recordation of such Subdivision Maps as appropriate. Wherever used herein the term Subdivision Maps shall include the processing of all related documents and drawings as well as related public right-of-way vacations and dedications necessary and/or appropriate for the development of the Site.

The Successor Agency shall cooperate with the Developer to obtain approval from the City of any Subdivision Maps. Any Subdivision Maps shall also be subject to approval by the City.

D. [§ 704] Landscape Maintenance Assessment

The Developer shall comply with all terms and conditions set forth in any established or subsequently established landscape maintenance assessment district.

E. [§ 705] Assessment District

The Developer shall comply with all terms and conditions set forth in any established or subsequently established assessment district, provided, however, Developer shall have no obligation to consent to the establishment of any such district.

F. [§ 705] Point of Sale

To the extent legally permissible, Developer shall designate, and shall cause its contractors, subcontractors, vendors and other third parties under its control or with whom it enjoys privity of contract to designate the City of Inglewood as the point of sale for California sales and use tax purposes (to the extent the payment of sales and use tax is required by applicable law), for all purchases of materials, fixtures, furniture, machinery, equipment and supplies for the development of the Site during construction thereof.

G. [§ 706] Rental Rates for Existing Tenants

In partial consideration for the performance by the City of its obligations under this Agreement, Developer agrees to offer to each of the tenants leasing any portion of the Site from

the City, the City's predecessors in interest to the City Parcel and/or Successor Agency as of the Effective Date of this Agreement (the "Existing Tenants"), a rental rate for occupancy of new or rehabilitated commercial space within the completed development of the Site at or below the rental rate or lease payment paid by each such tenant as of the Effective Date of this Agreement. Such offer shall be made by Developer in writing to each Existing Tenant prior to the Developer entering into any rental agreement, lease or other commitment for the occupancy of commercial space within the completed development of the Site, and proof of such written offers shall be submitted to the City as a part of the tenant approval procedures of the Scope of Development (Attachment No. 4).

VIII. [§ 800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in five duplicate originals each of which is deemed to be an original. This Agreement includes forty-seven (47) pages and eight (8) attachments which constitute the entire understanding and agreement of the parties.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and integrates all of the terms and conditions mentioned herein or incidental hereto, and all agreements or understandings or representations between the parties. This Agreement supersedes the ENA and all negotiations or previous agreements between the parties with respect to all or any part of the Site.

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with the grant deeds conveying title to the Site and this Agreement shall continue in full force and effect with respect to the Site from the date on which this Agreement is executed by the City until a Release of Construction Covenants for the Site (or applicable portion thereof) as provided in Section 324 is recorded.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City, Successor Agency or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City, Successor Agency and Developer.

This Agreement and any provisions hereof may be amended by mutual written agreement by Developer and the City and Successor Agency, and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, or any other person or entity having an interest in the Site.

IX. [§ 900] TIME FOR ACCEPTANCE OF AGREEMENT BY CITY AND SUCCESSOR AGENCY; DATE OF AGREEMENT

This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City and Successor Agency to the Developer within sixty (60) days after this Agreement is signed by the Developer, or this Agreement may be

terminated by the Developer on written notice to the City. The effective date of this Agreement shall be the date it is signed by the City and the Successor Agency.

**CITY:**  
CITY OF INGLEWOOD  
a municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James T. Butts, Jr.  
Mayor

**SUCCESSOR AGENCY:**  
CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO  
THE INGLEWOOD REDEVELOPMENT AGENCY  
a public body, corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James T. Butts, Jr.  
Chairman

**DEVELOPER:**  
INGLEWOOD MARKET GATEWAY LLC,  
a California limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Gross  
Manager

**APPROVED AS TO FORM AND LEGALITY:**  
KENNETH R. CAMPOS  
City Attorney/Successor Agency General Counsel

By: \_\_\_\_\_  
Kenneth R. Campos, Esq.

**APPROVED:**  
KANE, BALLMER AND BERKMAN  
City/Successor Agency Special Counsel

By: \_\_\_\_\_  
Royce K. Jones, Esq.

**ATTEST:**  
YVONNE HORTON  
City Clerk/Successor Agency Secretary

By: \_\_\_\_\_  
Yvonne Horton



Attachment No. 1-  
Site Map



**ATTACHMENT No. 1A**

**AGENCY PARCELS LEGAL DESCRIPTION**

**1. PROPERTY ADDRESS: 205 MARKET STREET, INGLEWOOD, CA**

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

LOTS 1 THROUGH 32, BLOCK 305, TOWNSITE OF INGLEWOOD, PER MAP RECORDED IN BOOK 34, PAGES 19 THROUGH 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF LOS ANGELES.

[COMMONLY KNOWN AS 205 MARKET STREET, INGLEWOOD, CA  
APN: 4015028900-909.]

**2. PROPERTY ADDRESS: 125 MARKET STREET, INGLEWOOD, CA**

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

LOTS 12 AND 13 IN BLOCK 312, OF TOWNSITE OF INGLEWOOD, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 19 TO 36 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[COMMONLY KNOWN AS 125 MARKET STREET, INGLEWOOD, CA  
APN: 4021008005.]

**3. PROPERTY ADDRESS: 139 MARKET STREET, INGLEWOOD, CA**

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

LOTS 5, 6, 7 AND 8 IN BLOCK 312 OF TOWNSITE OF INGLEWOOD, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 19 TO 36, INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[COMMONLY KNOWN AS 139 MARKET ST., INGLEWOOD, CA  
APN: 4021-008-002.]

**4. PROPERTY ADDRESS: 140 MARKET STREET, INGLEWOOD, CA**

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

LOTS 23 THROUGH 27, BLOCK 311, TOWNSITE OF INGLEWOOD, PER MAP RECORDED IN BOOK 34, PAGES 19 THROUGH 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF LOS ANGELES.

[COMMONLY KNOWN AS 140 MARKET ST., INGLEWOOD, CA  
APN: 4021007904.]

**5. PROPERTY ADDRESS: 150-154 MARKET STREET, INGLEWOOD, CA**

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

LOTS 23 AND 24, TOWNSITE OF INGLEWOOD TRACT, LOCATED IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORD 34 PAGES 19-36, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

[COMMONLY KNOWN AS 150-154 MARKET ST., INGLEWOOD, CA  
APN: 4021007906.]

**ATTACHMENT NO. 1B**

**AGENCY PARCEL LEGAL DESCRIPTION**

**1. PROPERTY ADDRESS: 101 MARKET STREET, INGLEWOOD, CA**

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

LOTS 17 AND 18 IN BLOCK 312 OF THE TOWNSITE OF INGLEWOOD, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 19 ET SEQ., MISCELLANEOUS RECORDS OF SAID COUNTY.

[COMMONLY KNOWN AS 101 MARKET STREET, INGLEWOOD, CA  
APN: 4021008912.]

ATTACHMENT NO. 2

PROJECT BUDGET

[This Attachment is to be attached concurrently with Evidence of Financing]

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

This Schedule of Performance set forth outside dates for the performance of certain obligations of the Developer and the City under the Agreement. The provision of any outside date shall not imply the waiver or satisfaction of any condition precedent required by the Agreement for the performance of the obligation involved. In no event shall any parcel of land be conveyed and in no event shall any escrow close in the absence of the timely performance of all obligations relating thereto in the Agreement and/or in the absence of the satisfaction of any condition precedent required or set forth in the Agreement for such conveyance or closing.

**I. GENERAL PROVISIONS**

1. Opening of Escrow for Phase 1 Conveyance. Opening of escrow shall occur with an escrow company or escrow agent located in the County of Los Angeles and acceptable to the City and Developer. Within ten (10) days of Effective Date.
  
2. Non-Refundable Cost Deposit. Developer shall deposit with the City the Non-Refundable Cost Deposit to be used by the City to pay for City Expenses. On or before Effective Date.
  
3. Good Faith Deposit. Developer shall deposit with the City the Good Faith Deposit.

4. Opening of Escrow for Phase 2 Conveyance. Opening of escrow shall occur with an escrow company or escrow agent located in the County of Los Angeles and acceptable to the City and Developer.

On or before Effective Date.

Within thirty (30) days after close of escrow for Phase I Conveyance.

5. Submission of Planning Entitlement Application for Phase 1 and Phase 2 Development. The Developer shall submit its Planning Entitlement Application for the Phase 1 and Phase 2 Developments.

Within one hundred twenty (120) days of the Effective Date for the Phase 1 Development and within hundred twenty (120) days of the close of escrow for Phase 1 Conveyance for the Phase 2 Development.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

Developer Responsibilities

1. General

The Developer shall construct, or cause to be constructed on the Site, a high-end mixed-use project containing approximately 235 rental housing units meeting the Affordability Requirements set forth in Section 2.B of this Scope of Development, and approximately 95,000 square feet of office, retail and restaurant space, together with related parking spaces, motorcycle spaces, and bicycle spaces as needed to satisfy applicable City Code requirements; pedestrian oriented streetscapes; and community plazas.

2. Residential Units

A. The unit mix shall be a variety of bedroom types, pursuant to City approval.

B. The following requirements regarding affordability (the "Affordability Requirements") shall be applicable to the development of the residential units on the Site:

(1) Approximately 47 of the units may be affordable housing units

(2) Half of any affordable housing units developed on the Site shall be at least 60% AMI units.

(3) The Developer shall use commercially reasonable efforts to develop within the Site a number of affordable housing units equal to the number of such units which could have lawfully been developed under the City's Municipal Code on the City Parcel alone (currently estimated to be approximately 4 units), provided that the City shall in good faith seek the availability of affordable housing funds to assist in the feasibility of such affordable housing unit development. All such units shall be at 60% AMI and Developer shall have the right to locate such units on any parcel of the Site, subject to City entitlement and plan review.

3. Residential Amenities and Facilities

The development includes the following residential amenities and facilities to be illustrated on the approved Preliminary Site Plan Review Drawings and Site Plan Review Drawings. The Parties, however, agree that, notwithstanding herein, the Project shall be built upon the terms of the final approved plans and specifications:

a. Common Outdoor Open Space – Common outdoor spaces shall include a minimum ratio of the open space to the indoor space or such square footage to be agreed upon with the City Manager or designee for use by the residents of the development.

b. Common Indoor Space – Common indoor space shall include a minimum ratio of the open space to the indoor space or such square footage to be agreed upon with the City



Manager or designee as a minimum common indoor area, such as a community room, and shall be provided for the residential tenants of the project. This space shall be maintained for use by residents of the development and may contain active or passive recreational facilities, meeting space, computer terminals, or other activity space and must be accessible through a common corridor.

- c. Private Open Space – Contingent on the proposed Preliminary Site Plan Review Drawings and Site Plan Review Drawings and the versions approved by the City, a portion of the residential units shall be provided with a private open space area (balcony, deck, or roof terrace) or such other amenity in lieu thereof, as may be agreed upon with the City Manager or designee.
- d. Pet Open Space – Contingent on the proposed Preliminary Site Plan Review Drawings and Site Plan Review Drawings and the versions approved by the City, a portion of the residential units may be provided with a minimum area for use by pets and clearly marked for such exclusive use. The pet open space must contain permeable surfaces. The development shall be responsible for daily cleaning and regular maintenance of this area. The area must be available to all residential tenants of the project.

#### 4. Private Parking

Private parking for residents of the project (including accessible spaces) shall satisfy applicable City Code requirements and shall be designated to City standards for size.

#### 5. Public Retail Parking

In addition to the private parking spaces described above, the development shall include a minimum of one hundred (100) public parking spaces (including City code required accessibility spaces) for use by visitors of the commercial and restaurant components of the Site and members of the general public. The public parking spaces shall be unreserved. There shall be no overnight parking permitted in the public parking areas.

The parking spaces, motorcycle spaces, and bicycle spaces shall be as needed to satisfy applicable City Code requirements

#### 6. Public Plaza

A public plaza shall be incorporated into the Project. The plaza shall be accessible to the general public and designed with specialized paving, landscaping, seating areas, and other pedestrian amenities, such as public art, as generally outlined in the Preliminary Site Plan Review Drawings and Site Plan Review Drawings. The final design shall be ultimately approved by the City at the 50%, and 100% Construction Drawings stages. Seating shall be provided within the plaza area which shall not be restricted for exclusive use by any adjoining commercial tenant of the development.

#### 7. Tentative Maps/Development Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon any portion of the Property, the Developer shall, at its own expense, secure or cause to be secured, as applicable, any and all permits or approvals, including an Inglewood Planned Development Permit for the Project, which may be required by the City or any other governmental agency affected by such construction, development, or work.

#### 8. Development Impact Fees

The Project will be subject to City of Inglewood Development Impact Fees. For projects containing commercial space(s), the Developer shall provide to the City's Facilities Financing Department the following information at the time of application for building permit plan check: 1) total square footage for commercial lease spaces and all areas within the building dedicated to support those commercial spaces including, but not limited to: loading areas, service areas and corridors, utility rooms, and commercial parking areas; and 2) applicable floor plans showing those areas outlined for verification. In addition, it shall be the responsibility of the Developer to provide all necessary documentation for receiving any "credit" for existing buildings to be removed or buildings on the site that may have previously been removed.

#### 9. Preliminary Site Plan Review, Site Plan Review and Construction Drawings

The Developer shall submit for approval to the 50% Complete Construction Drawings and Specifications, and 100% Complete Construction Drawings and Specifications, which implement the design intent of the Preliminary Site Plan Review Drawings and Site Plan Review Drawings approved by the City and any requirements listed in this Scope of Development. A final materials/color board shall be submitted for the City Economic Development Department and City Manager approval, which approval will not be unreasonably withheld, conditioned or delayed.

#### 10. Urban Design Standards

The proposed development, including its architectural design concepts, landscape features, and off-site improvements, shall be consistent with the City of Inglewood standards and manuals in effect as of the date of the Agreement, subject to any modifications thereto approved by the City. These standards, together with the following specific conditions, will be used as a basis for evaluating the development through all stages of the design review process.

- a. Architectural Standards - The architecture of the development shall establish a high quality design and complement the design and character of the site's location. The project shall utilize a coordinated color scheme consistent with the approved Preliminary Site Plan Review Drawings and Site Plan Review Drawings.
- b. Form and Scale - The improvements shall not exceed the height of structures in the City of Inglewood from mean sea level (MSL) measured to the top of the uppermost structure or architectural element. All building elements shall be complementary in form, scale, and architectural style.

- c. **Building Materials** - All building materials shall be of a high quality as shown in the approved Preliminary Site Plan Review Drawings and Site Plan Review Drawings and approved materials board. All materials and installation shall exhibit high-quality design, detailing, and construction execution to create a durable and high quality finish. The base of the buildings shall be clad in upgraded materials and carry down to within a minimum agreed upon distance to finish sidewalk grade, as illustrated in the approved Preliminary Site Plan Review Drawings and Site Plan Review Drawings. The concrete finish on the podium shall consist of an upgraded architectural finish quality. The finish quality shall be subject to approval by the City, and if not of sufficient quality, the surface must be painted. Any surface materials shall employ larger modules and full-corner profiles to create a substantial and non-veneer appearance. All down-spouts, exhaust caps, and other additive elements shall be superior grade for urban locations, carefully composed to reinforce the architectural design. Reflectivity of the glass shall be the minimum reflectivity required by Title 24.

All construction details shall be highest standard and executed to minimize weathering, eliminate staining, and not cause deterioration of materials on adjacent properties or the public right-of-way. No substitutions of materials or colors shall be permitted without the prior written consent of the City. A final materials board which illustrates the location, color, quality and texture of proposed exterior materials shall be submitted with 100% Construction Drawings and shall be consistent with the materials board approved with the Preliminary Site Plan Review Drawings and Site Plan Review Drawings.

- d. **Street Level Design** - Street level storefront windows shall be clear glass and may be lightly tinted. Architectural features such as awnings and other design features which add human scale to the streetscape are encouraged where they are consistent with the design theme of the structure. Exit corridors shall provide a finished appearance to the street with street level exterior finishes wrapping into the openings a minimum of ten feet, or if the recess is less than ten feet, the full dimension of such recess.

All exhaust caps, lighting, sprinkler heads, and other elements on the undersides of all balconies and projection surfaces shall be logically composed and placed to minimize their visibility, while meeting code requirements. All soffit materials shall be high quality and consistent with adjacent elevation materials (no stucco or other inconsistent material), and incorporate drip edges and other details to minimize staining and ensure long-term durability.

Mechanical intake and exhaust louvers must be designed to integrate within the overall architectural composition, and painted and textured to match the adjacent surface.

- e. **Utilitarian areas** - Areas housing trash, storage, or other utility services shall be completely concealed from view of the public right-of-way and adjoining developments, except for utilities required to be exposed by the City or utility company. The project shall provide trash and recyclable material storage areas per applicable Municipal Codes. Such areas shall be provided within an enclosed building/garage area and shall be kept

clean and orderly at all times. The project shall implement a recycling program to provide for the separation of recyclable materials from the non-recyclable trash materials.

- f. Mail/Delivery Locations - It is the Developer's responsibility to coordinate mail service and mailbox locations with the United States Postal Service and to minimize curb spaces devoted to postal/loading use. The Developer shall locate all mailboxes and parcel lockers outside of the public right-of-way, either within the building or recessed into a building wall. A single, centralized interior mail area in a common lobby area is encouraged for all residential units within a project, including associated townhouses with individual street entrances. Individual commercial spaces shall utilize a centralized delivery station within the building or recessed into a building wall, which may be shared with residential uses sharing a common street frontage address.
- g. Access - Vehicular access shall be as set forth in the final plans and specifications.
- h. Circulation and Parking – All parking shall meet the requirements of the Building Inspection Department, Fire Department, and City Engineer. All parking shall also be mechanically ventilated if required per code. The exhaust system for mechanically ventilated structures shall be located to mitigate noise and exhaust impacts on the residential units, adjoining properties, and public right-of-way.  
  
The Developer shall prepare a plan which identifies the location of curbside parking control zones, parking meters, fire hydrants, trees, and street lights. Such plan shall be submitted in conjunction with 100% Construction Drawings.
- i. Open Space/Project Amenities - A landscape plan that illustrates the relationship of the proposed on- and off-site improvements and the location of seating, water, and electrical hookups shall be submitted with 100% Construction Drawings.
- j. Roof Tops - A rooftop equipment and appurtenance location and screening plan shall be prepared and submitted with 100% Construction Drawings. Any roof-top mechanical equipment must be grouped, enclosed, and screened from all views. All window washing davits must be designed to be stored in a reclined position, out of sight from off-site views.
- k. Signing - All signs shall comply with the City of Inglewood Sign Regulations.
- l. Lighting - A lighting plan which highlights the architectural qualities of the proposed project and also enhances the lighting of the public right-of-way shall be submitted with 100% Construction Drawings. All lighting shall be designed to avoid illumination of adjoining properties.
- m. Noise Control - All mechanical equipment, including but not limited to, air conditioning, heating and exhaust systems, shall comply with the City of Inglewood Noise Ordinance and California Noise Insulation Standards as set forth in Title 24 of the California Code of Regulations. All mechanical equipment shall be located to mitigate noise and exhaust

impacts on adjoining development, particularly residential. Developer shall provide evidence of compliance at 100% Construction Drawings.

- n. Energy Considerations - The design of the improvements shall include, where feasible, energy conservation construction techniques and design, including cogeneration facilities, and active and passive solar energy design. The Developer shall demonstrate consideration of such energy features during the review of the 100% Construction Drawings.
- o. Street Address - Building address numbers shall be provided that are visible and legible from the public right-of-way.

#### 11. On-Site Improvements

All off-site and on-site improvements shall be designed as part of an integral site development. An on-site improvement plan shall be submitted with the Site Plan Review Drawings and 100% Construction Drawings. The on-site landscaping shall establish a high quality of design and be sensitive to landscape materials and design planned for the adjoining public rights-of-way.

#### 12. Off-Site Improvements

Public improvements shall be installed in accordance with the City of Inglewood Standards and Policies, subject to any modifications thereto as approved by the City. The Developer shall install the appropriate improvements according to the latest requirements at the time of Building Permit issuance.

All trees shall be planted at a minimum 36-inch box size with tree grates in conformance with City standards or such agreement under the approved drawings and plans, and shall meet the requirements of Title 24. Tree spacing shall be accommodated after street lights have been sited, and generally spaced 20 to 25 feet on center. All landscaping shall be irrigated with private water service from the subject property.

The Developer will be responsible for evaluating, with consultation with the City, whether any existing trees within the right-of-way shall be maintained and preserved. No trees shall be removed prior to obtaining a Tree Removal Permit from the City Streets Division.

- a. Street Lights - All existing lights shall be evaluated to determine if they meet current City requirements, and shall be modified or replaced if necessary.
- b. Sidewalk Paving - Any specialized paving materials shall be approved through the execution of an Encroachment Maintenance and Removal Agreement with the City.
- c. On-Street Parking - The Developer shall maximize the on-street parking wherever feasible.
- d. Litter Containers - The appropriate number of Standard trash receptacles shall be provided around the Property.

- e. Public Utilities (sewer, water and storm drain) - The Developer shall be responsible for the connection of on-site sewer, water, and storm drain systems from the development to the City Utilities located in the public right-of-way. Sewer, water, and roof drain laterals shall be connected to the appropriate utility mains within the street and beneath the sidewalk. The Developer may use existing laterals if acceptable to the City, and if not, Developer shall cut and plug existing laterals at such places and in the manner required by the City, and install new laterals. Private sewer laterals require an Encroachment Maintenance and Removal Agreement.

Proposed private underground sewer facilities located within a single lot shall be designed to meet the requirements of the California Uniform Plumbing Code and shall be reviewed as part of the Building Permit plan check. The Developer shall install all sewer facilities necessary to serve this development, satisfactory to the Metropolitan Wastewater Department Director. All public sewer facilities shall be designed to the most current edition of the City of Inglewood code.

Public water facilities are located within the rights-of-way adjacent to the project site. The Developer will be required to 'kill' all unused water services adjacent to the project site and install new services where required by the City Public Works Department. Service kills require an engineering permit and must be shown on a public improvement plan. If and when the Developer submits for a tentative map or tentative map waiver, the Water Department will require evidence of CC&Rs to be recorded against the project which address the operation and maintenance of the private on-site water system serving the project. No structures or landscaping of any kind shall be installed within 10 feet of water facilities, subject to verification with the appropriate City department at the time of pulling the permit(s).

All roof drainage and sump drainage, if any, shall be connected to the storm drain system in the public street, or if no system exists, to the street gutters through sidewalk underdrains. Such underdrains shall be approved through an Encroachment Removal Agreement with the City. The project shall comply with the City of Inglewood Storm Water Management and Discharge Control Ordinance and the storm water pollution prevention requirements of the City.

- f. Franchise Public Utilities - The Developer shall be responsible for the installation or relocation of franchise utility connections including, but not limited to, gas, electric, telephone and cable, to the project and all extensions of those utilities in public streets. Existing franchised utilities located above grade serving the property and in the sidewalk right-of-way shall be removed and incorporated into the adjoining development where feasible.

Electrical transformer vaults shall be installed in a subterranean location accessible to the franchise utility from the public right-of-way where feasible. Covers to utility vaults located in the public right-of-way shall be designed as a pan which allows the lid to be in filled with the same paving materials used in the adjoining right-of-way where feasible.

- g. Fire Hydrants - If required, the Developer shall install fire hydrants at locations satisfactory to the Fire Department.
- h. Backflow preventers - The Developer shall locate all water meters and backflow preventers in locations satisfactory to the Water Utilities Department and City. Backflow preventers shall be located outside of the public right-of-way adjacent to the project's water meters, either within the building, a recessed alcove area, or within a plaza or landscaping area. The devices shall be screened from view from the public right-of-way. All items of improvement shall be performed in accordance with the technical specifications, standards, and practices of the City of Inglewood's Engineering and Building Inspection Departments and shall be subject to their review and approval. Improvements shall meet the requirements of Title 24 of the State Building Code.

13. Environmental Impact Mitigation and Archaeological/Paleontological Protection

If and as applicable, the Developer shall be responsible for full compliance with any Mitigation Monitoring and Reporting Program (MMRP) as may be outlined in an Environmental Secondary Study prepared for the project. If applicable, qualified archaeological and paleontological monitors shall be retained to carefully monitor the excavation and grading activities while the project is underway in accordance with such MMRP.

14. Model

Prior to obtaining a Building Permit, the Developer shall provide a one-inch (1") to fifty-foot (50') scale block building model which illustrates the true scale of the buildings on the site based on the building facade and the floor plate of the structure from the ground floor to and including the rooftop. No base is required. Landscaping at the ground level shall also be shown. Architectural detail such as windows, door, and balconies shall not be shown. Other building elements and articulation less than three feet in scaled dimension need not be shown.

The model shall be made of solid acrylic plastic (e.g., Lucite, Plexiglas), be colored solid white and be compatible with the scale and contours of the model of downtown on display at the City. Upon acceptance by City, the model shall be installed by the Developer or his designated representative on the model of downtown and the model shall become the property of the City for its use. Developer shall not be required to expend more than \$5,000 to create the model.

15. Construction Fence

Developer shall install a construction fence pursuant to specifications of, and a permit from, the City Engineer. The fence shall meet the requirements of the City Engineer, painted a consistent color with the project's design, and shall contain a pedestrian passageway, signs, and lighting as required by the City Engineer. The fencing shall be maintained in good condition and free of graffiti at all times.

16. Development Identification Signs

Prior to commencement of construction on the Property, the Developer shall prepare and install, at its cost and expense, two signs on the barricades around the Property which identifies the development. Each sign

shall be at least four (4) feet by six (6) feet and be visible to passing pedestrian and vehicular traffic. The signs shall at a minimum include:

--- Color rendering of the development

--- Development name

--- Developer

--- The phrase:

A project of the

CITY OF INGLEWOOD

Mayor James T. Butts, Jr.

Council Members:

George W. Dotson, Councilman, District 1

Alex Padilla, Councilman, District 2

Eloy Morales, Jr., Councilman, District 3

Ralph L. Franklin, Councilman, District 4

--- Completion Date \_\_\_\_\_.

--- For information call \_\_\_\_\_.

The sign shall also contain the CITY OF INGLEWOOD logo and the appropriate City Construction Hotline phone number. Additional project signs may be provided around the perimeter of the site. All signs shall be limited to a maximum of 160 square feet per street frontage. Graphics may also be painted on any barricades surrounding the site. Developer shall be responsible for ensuring that the sign contains the current City Council members. All signs and graphics shall be submitted to City for approval prior to installation.

17. Construction and operation of the approved use shall comply at all times with the regulations of City, Successor Agency, or any other governmental agency.

18. This project shall comply with the standards, policies, and requirements in effect at the time of the City's approval of this project, including any successor or new policies, financing mechanisms, phasing schedules, plans and ordinances adopted by the City of Inglewood, prior to approval.

19. Tenant Selection Criteria and Leased Space Procedures, Restrictions and Prohibitions

Developer covenants and agrees, for itself and its successors and assigns to the Site, or any portion thereof or any interest therein, to use the Site and to lease retail and restaurant space for occupancy only in accordance with and subject to the following procedures, criteria and use restrictions and prohibitions:



Developer shall make commercially reasonable good faith efforts to sign high end creditworthy tenants that are not currently represented in the market area to the Site. Developer shall only enter into lease agreements for the occupancy of the retail and/or restaurant space developed on the Site in excess of three thousand (3,000) gross square feet pursuant to leases and with tenant/subtenants which have first been approved in writing by the City, which approval will not be unreasonably withheld, conditioned or delayed so long the tenant is (i) a grocery tenant of similar or greater quality to Sprouts Market, (ii) a pharmacy tenant of similar or greater quality to CVS Drugs, or (iii) a restaurant tenant of similar or greater quality to Chili's Restaurant, Post and Beam and Tender Greens. Developer shall demonstrate to the City that all proposed tenants/subtenants of any gross square footage meet the criteria set forth in this Scope of Development, the quality standards in this Agreement, and the following:

- a. The tenant/subtenant has or employs managers with appropriate managerial experience in operating the type of business for which tenant/subtenant is attempting to lease/sublease space at the Site;
- b. The tenant/subtenant can provide evidence reasonably satisfactory to the City that the tenant/subtenant has the financial ability to operate the type of business for which tenant/subtenant is attempting to lease/sublease space at the Site; and
- c. Notwithstanding anything to the contrary set forth herein, no use or operation will be made, conducted or permitted on or with respect to all or any part of the Site, which use or operation is obnoxious to or out of harmony with the development, including, but not limited to, the following:
  - (i) Any public or private nuisance connected with business operations conducted on the Site;
  - (ii) Any obnoxious odor;
  - (iii) Any noxious, toxic or caustic, or corrosive fuel or gas;
  - (iv) Any dust, dirt or particulate matter in excessive quantities;
  - (v) Any fire, explosion, or other damaging or dangerous hazard;
  - (vi) Any warehouse, other than that which is incidental to the primary commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture, or mining operation;
  - (vii) Any pawn shop or retail sales operation involving second-hand merchandise;
  - (viii) Any adult business or facility as defined and regulated in the City's Municipal Code. Such uses include, without limitation, massage establishments, adult news racks, adult bookstores, adult motion picture theaters, and paraphernalia businesses;
  - (ix) Any gun shop or any retail sales operation involving in whole or in part the sale of guns, related merchandise and ammunition;
  - (x) Any retail sales operation for which the average price of merchandise is \$5.00 or less.

ATTACHMENT NO. 5

FORM OF GRANT DEED (Agency Parcel Phase 1)

**OFFICIAL BUSINESS**

Document entitled to free recording  
per Government Code Section 27383

**Recording Requested by:**

CITY OF INGLEWOOD  
AS SUCCESSOR AGENCY TO THE  
INGLEWOOD REDEVELOPMENT AGENCY

**When Recorded Return to and**

**Mail Tax Statements to:**

CITY OF INGLEWOOD  
AS SUCCESSOR AGENCY TO THE  
INGLEWOOD REDEVELOPMENT AGENCY  
One Manchester Boulevard, Suite 450  
Inglewood, California 90301  
Attn: Executive Director

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SPACE ABOVE THIS LINE FOR RECORDING USE

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California, herein called "Grantor," acting to carry out the Redevelopment Plan for the In-Town Redevelopment Project Area (the "Project Area") herein called "Redevelopment Plan," and to wind down of the affairs of the former Inglewood Redevelopment Agency pursuant to the California Dissolution Law, hereby grants to [THOMAS SAFRAN &

ASSOCIATES DEVELOPMENT, INC., a California corporation], herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

(1) Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Property which might otherwise pass with a conveyance of the Property.

(2) Said Property is conveyed in accordance with and subject to the Redevelopment Plan adopted by the City Council of the City of Inglewood (the "City") and the Disposition and Development Agreement (the "DDA") entered into by and among the City, Grantor and Grantee on \_\_\_\_\_, 2016, which DDA is a public record on file in the offices of the City Clerk of the City and the Secretary of Grantor, and are by reference thereto incorporated herein as though fully set forth herein. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA. The parties hereby acknowledge and agree that the City is and shall be a third party beneficiary of this Grant Deed and notwithstanding anything contained in this Grant Deed to the contrary, shall have all rights of enforcement established provided for in this Grant Deed, the DDA and all applicable law with respect to each and every Grantee obligation and duty established in this Grant Deed.

(3) The Property is conveyed to Grantee at a purchase price herein called "Purchase Price," determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (i) construct the Project as required by the DDA; (ii) devote the Property to the uses required by, and use the Property and conduct all activities undertaken pursuant to the DDA in conformity with, all applicable provisions of the Redevelopment Plan, the DDA including without limitation the provisions and limitations of the Scope of Development, the Entitlements, all conditions of approval of the Entitlements, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (iii) use the Property in conformity with and abide by the covenants and restrictions set forth in the City Grant Deed and this Grant Deed; and (iv) perform all obligations of Grantee set forth in the DDA.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees to (i) maintain the Property and all Improvements thereon, including landscaping, lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Inglewood Municipal Code and in accordance with the "Maintenance Standards," as hereinafter defined; (ii) contract with and hire licensed and qualified personnel or contractors to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of the DDA and Implementation Agreement; and (iii) comply with the following standards ("Maintenance Standards"):

- (a) The Maintenance Standards shall apply to all buildings, signage, lighting, landscaping, irrigation or landscaping, architectural elements identifying the Property and any and all other common area of the Improvements on the Property. The Property shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, neighboring structures, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblin. The Property shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable developments.
- (b) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.
- (c) Clean up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

City has agreed to notify Grantee in writing if the condition of the Property does not meet with the Maintenance Standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency, unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy, or cure. If the written notification states the problem is urgent relating to the public health and safety of the City, then Grantee shall have forty-eight (48) hours to commence curing the problem. In the event Grantee does not maintain the Property in the manner set forth herein and in accordance with the Maintenance Standards specified herein, City shall have, in addition to any other rights and remedies hereunder, the right to maintain the Property, or to contract for the correction of such deficiencies, after written notice to Grantee, and Grantee shall be responsible for the payment of all such out of pocket third party costs incurred by City.

- (5) Grantee, for itself and on behalf of its successors and assigns to all or any portion of

the Property, or any interest therein, covenants and agrees that:

- (a) The qualifications and identities of Grantee and its members are of particular concern to Grantor and City. It is because of those unique qualifications and identities that Grantor and City have entered into the DDA with Grantee and is imposing restrictions upon any Change of Control of Grantee and any Transfer which is not a Permitted Transfer until City issues the Release of Construction Covenants. Grantee represents that it is purchasing the Property to develop and cause construction of the Project on the Property, and that it is not purchasing the Property for purposes of resale of the Property to a third party prior to the completion of construction of the Project. Accordingly, Grantee agrees not to Transfer the Property prior to the completion of construction of the Project. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property or under the DDA except as expressly set forth herein.
  - (i) Without the prior written approval of City, which approval may be granted or withheld in the discretion of City, but which approval shall not be unreasonably withheld or delayed, Grantee shall not (i) Transfer all or any part of its interest in or rights under the DDA or the Property other than a Permitted Transfer, or (ii) effect any Change of Control. Any Permitted Transfer shall require notice to, but not the consent of, City.
  - (ii) Notwithstanding the foregoing, if control or ownership of Grantee must be changed in order to obtain financing to construct the Project, City shall grant or withhold its approval in its reasonable discretion provided that Andrew Gross, and/or Thomas L. Safran or other employees of Grantee reasonably approved by City, remain the individuals exercising management control over the Project and the implementation of the DDA (subject to oversight by Grantee's or Grantee's parent entity's Board of Directors) and remain Grantee's primary contact with City.
  - (iii) Any Transfer or Change of Control in violation hereof will constitute a breach and entitle City to use any remedy available to it at law or equity, including, but not limited to, the right to terminate the DDA.
  - (iv) The restrictions on a Change of Control set forth herein shall terminate five (5) years subsequent to the issuance of the Release of Construction Covenants.

(b) Mortgages and deeds of trust through an institutional lender for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Property or other costs of development of the Property, (ii) financing the construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect hard and soft costs such as real property taxes, insurance premiums, closing costs, loan carrying costs, costs of financing and overhead) on or in connection with the Project under the Agreement; and shall be permitted before issuance of the Release of Construction Covenants only with City's prior written approval in accordance with the DDA. City shall cooperate with Grantee and will in good faith consider all reasonable requests by an institutional lender to modify the DDA. Any mortgage or deed of trust or other grant of a security interest in the Property shall constitute a Transfer for purposes of the DDA. The words "mortgage" and "trust deed" solely as used herein shall include sale and lease-back and other means of financing which involve the granting of a security interest.

(6) Prior to the recordation of a Release of Construction Covenants issued by City for the improvements to be constructed on the Property or on any part thereof:

- (a) City shall have the right at its option to reenter and take possession of the Property hereby conveyed (or portion thereof) with all improvements thereon, and to terminate and revert in City fee title to the Property hereby conveyed (or portion thereof) to Grantee if Grantee (or its successors in interest) shall:
- (i) Fail to proceed with the construction of Improvements (which shall include necessary grading activity performed on the Site by Grantee following conveyance) as required by the DDA for a period of thirty (30) days, plus any extension as may be granted pursuant to the DDA; or
  - (ii) Abandon or substantially suspend construction of the Improvements on the Property for a continuous period of three (3) consecutive months after written notice of such abandonment or suspension from City; provided Grantee has not obtained an extension or postponement of time pursuant to the DDA;
  - (iii) Assign or purport to assign the DDA, or any rights therein, or transfer, or suffer any involuntary transfer of, the Property, or any part thereof, in violation of this Grant Deed, or the DDA.
- (b) The right to reenter, repossess, terminate and revert, and the provisions below regarding the application of proceeds, shall be subject to and be limited by and shall not defeat, render invalid, or limit:
- (i) Any mortgage or deed of trust or other security interest

permitted by paragraph (4)(b) of this Grant Deed; or

- (ii) Any rights or interests provided for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property, or portions thereof, for which a Release of Construction Covenant has been issued by City and recorded,
- (d) Subject to the rights of holders of security interests as stated in this paragraph (6), in the event title to the Property or any part thereof is revested in City as provided in this paragraph (6), City shall, pursuant to its responsibilities under state law, use its diligent and good faith efforts to resell the Property or such part thereof as soon and in such manner as City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified party or parties (as determined by City), who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the Agreement, the proceeds thereof shall be applied:
  - (i) First, to reimburse City, on its own behalf or on behalf of Grantor for all substantiated costs and expenses incurred by City, including but not limited to salaries to personnel engaged in such action, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by Grantor from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges, if any and if applicable, with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by City, then such taxes, assessments, or charges, as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property or part thereof; and any amounts otherwise

owing to City by Grantee and its successor or transferee; and

(ii) Second, to reimburse Grantee, its successor or transferee, up to the amount equal to: the sum of (1) the Purchase Price paid to City by Grantee for the Property (or allocable to the part thereof), and (2) the costs incurred for the development of the Property (or such part thereof) and for the improvements existing thereon at the time of reentry and repossession; less (3) any gain or income withdrawn or made by Grantee from the Property (or such part thereof) or from the improvements thereon. For purposes of this paragraph the term "cost incurred" shall include direct, out-of-pocket expenses of development, but shall exclude Grantee's general overhead expense.

(iii) Any balance remaining after such reimbursements shall be a retained by City as its property.

(e) To the extent that this right of reverter involves a forfeiture, it must be strictly interpreted in favor of City, the party for whose benefit it is created. This right is to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.

(7) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed,, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

(8) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices' of discrimination or segregation with reference



to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

- (b) In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation, of any person or group of persons, on account of sex, sexual orientation, marital status, race, color, creed,- religion, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

- (c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

(9) All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors, and assigns, and the City and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(10) The conditions contained in Paragraphs (5)(a),5(b) and (6) of this Grant Deed, and all rights and obligations under the Agreement referred to in Paragraph (2) hereof, shall terminate and become null and void upon recordation of a Release of Construction Covenant issued by City for the Property or the applicable portion thereof. Except as otherwise set forth, every other covenant, condition and restriction contained in this Grant Deed shall remain in effect for forty-five (45) years. The covenants against discrimination set forth in paragraphs (7) and (8) of this Grant Deed shall remain in perpetuity.

(11) In amplification of and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. City, as a specific and third party beneficiary acknowledged as such by the Grantor and Grantee, shall have all rights of enforcement and remedies provided in this Grant Deed, the DDA and may bring any actions at law or suit in equity or other proper proceedings necessary to enforce the curing of such breach of any agreement or covenant by Grantee available to Grantor pursuant to the provision of this Grant Deed.

(12) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by paragraph (5) (b) of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(13) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee, Grantor or City in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenant issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(14) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in paragraph (6) of this Grant Deed.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2016.

Grantor:

CITY OF INGLEWOOD AS SUCCESSOR  
AGENCY TO THE INGLEWOOD  
REDEVELOPMENT AGENCY

a public body, corporate and politic

(Successor Agency)

By: \_\_\_\_\_

James T. Butts, Jr.,

Chairman

APPROVED AS TO FORM AND LEGALITY

KENNETH R. CAMPOS

Successor Agency General Counsel

By: \_\_\_\_\_  
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER & BERKMAN

Successor Agency Special Counsel

By: \_\_\_\_\_  
Royce K. Jones, Esq.

ATTEST:

Yvonne Horton

Successor Agency Secretary

By: \_\_\_\_\_

Yvonne Horton

**ACCEPTANCE OF CONVENANCE, AND ACKNOWLEDGMENT AND AGREEMENT BY GRANTEE OF CITY OF INGLEWOOD AS THIRD PARTY BENEFICIARY OF GRANT DEED PROVISIONS AND ALL ENFORCEMENT RIGHTS WITH RESPECT THERETO**

The Grantee hereby accepts the conveyance of the Property by this Grant Deed, subject to all of the matters hereinbefore set forth, and hereby acknowledges and agrees to the City of Inglewood as a "third party beneficiary" with respect to the enforcement of all provisions of this Grant Deed by City of Inglewood against Grantee with respect thereto.

Grantee-Developer:

[THOMAS SAFRAN & ASSOCIATES  
DEVELOPMENT, INC.,

a California Corporation]

By: \_\_\_\_\_

Andrew Gross  
President

Third Party Beneficiary:

CITY OF INGLEWOOD

a municipality

(City)

By: \_\_\_\_\_  
James T. Butts, Jr.  
Mayor

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

**PARCEL D-3:**

ATTACHMENT NO. 5A

FORM OF GRANT DEED (City Parcel)

**OFFICIAL BUSINESS**

Document entitled to free recording  
per Government Code Section 27383

**Recording Requested by:**

CITY OF INGLEWOOD

**When Recorded Return to and**

**Mail Tax Statements to:**

CITY OF INGLEWOOD  
One Manchester Boulevard, Suite 450  
Inglewood, California 90301  
Attn: Mayor

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SPACE ABOVE THIS LINE FOR RECORDING USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD, a municipal corporation, herein called "Grantor," acting to carry out the Redevelopment Plan for the In-Town Redevelopment Project Area (the "Project Area") herein called "Redevelopment Plan," pursuant to the California Dissolution Law, hereby grants to THOMAS SAFRAN & ASSOCIATES DEVELOPMENT, INC., a California corporation, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

(6) Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Property which might otherwise pass with a conveyance of the Property.

(7) Said Property is conveyed in accordance with and subject to the Redevelopment Plan adopted by the City Council of Grantor and the Disposition and Development

Agreement (the "DDA") entered into by and among the CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California, ("Successor Agency"), Grantor, and Grantee on \_\_\_\_\_, 2016, as amended by a First Implementation Agreement to Disposition and Development Agreement dated \_\_\_\_\_, 2016 (the "Implementation Agreement"), all of which documents are public records on file in the offices of the City Clerk of the Grantor, and are by reference thereto incorporated herein as though fully set forth herein. Both the DDA and the Implementation Agreement are sometimes collectively referred to herein the "Agreement". Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(8) The Property is conveyed to Grantee at a purchase price herein called "Purchase Price," determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that Grantee, such successors and such assigns, agrees to (i) construct the Project as required by the DDA and Implementation Agreement; (ii) devote the Property to the uses required by, and use the Property and conduct all activities undertaken pursuant to the DDA and Implementation Agreement in conformity with, all applicable provisions of the Redevelopment Plan, the DDA including without limitation the provisions and the limitations of the Scope of Development, the Entitlements, all conditions of approval of the Entitlements, the Inglewood Municipal Code and any other applicable requirements of any governmental agency affected by the Project's construction, development, or work; (iii) use the Property in conformity with and abide by the covenants and restrictions set forth in the Successor Agency Grant Deeds and this Grant Deed; and (iv) perform all obligations of Grantee set forth in the DDA and the Implementation Agreement.

(9) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees to (i) maintain the Property and all Improvements thereon, including landscaping, lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Inglewood Municipal Code and in accordance with the "Maintenance Standards," as hereinafter defined; (ii) contract with and hire licensed and qualified personnel or contractors to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of the DDA and Implementation Agreement; and (iii) comply with the following standards ("Maintenance Standards"):

(d) The Maintenance Standards shall apply to all buildings, signage, lighting, landscaping, irrigation or landscaping, architectural elements identifying the Property and any and all other common area of the Improvements on the Property. The Property shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, neighboring structures, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblin. The Property shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable developments.



- (e) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.
- (f) Clean up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

Grantor has agreed to notify Grantee in writing if the condition of the Property does not meet with the Maintenance Standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to correct, remedy, or cure the deficiency, unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy or cure. If the written notification states the problem is urgent relating to the public health and safety of the Grantor, then Grantee shall have forty-eight (48) hours to commence curing the problem. In the event Grantee does not maintain the Property in the manner set forth herein and in accordance with the Maintenance Standards specified herein, Grantor shall have, in addition to any other rights and remedies hereunder, the right to maintain the Property, or to contract for the correction of such deficiencies, after written notice to Grantee, and Grantee shall be responsible for the payment of all such out of pocket third party costs incurred by Grantor.

(10) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that:

- (b) The qualifications and identities of Grantee and its members are of particular concern to Grantor. It is because of those unique qualifications and identities that Grantor has entered into the DDA and Implementation Agreement with Grantee and is imposing restrictions upon any Change of Control of Grantee and any Transfer which is not a Permitted Transfer until Grantor issues the Release of Construction Covenants. Grantee represents that it is purchasing the Property to develop and cause construction of the Project on the Property, and that it is not purchasing the Property for purposes of resale of the Property to a third party prior to the completion of construction of the Project. Accordingly, Grantee agrees not to Transfer the

Property prior to the completion of construction of the Project. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property or under the DDA or Implementation Agreement except as expressly set forth herein.

- (v) Without the prior written approval of Grantor, which approval may be granted or withheld in the discretion of Grantor, but which approval shall not be unreasonably withheld or delayed, Grantee shall not (i) Transfer all or any part of its interest in or rights under the DDA, the Implementation Agreement or the Property other than a Permitted Transfer, or (ii) effect any Change of Control. Any Permitted Transfer shall require notice to, but not the consent of, Grantor.
- (vi) Notwithstanding the foregoing, if control or ownership of Grantee must be changed in order to obtain financing to construct the Project, Grantor shall grant or withhold its approval in its reasonable discretion provided that Andrew Gross, and/or Thomas Safran or other employees of Grantee reasonably approved by Grantor, remain the individuals exercising management control over the Project and the implementation of the DDA and the Implementation Agreement (subject to oversight by Grantee's or Grantee's parent entity's Board of Directors) and remain Grantee's primary contact with Grantor.
- (vii) Any Transfer or Change of Control in violation hereof will constitute a breach and entitle Grantor to use any remedy available to it at law or equity, including, but not limited to, the right to terminate the DDA or the Implementation Agreement.
- (viii) The restrictions on a Change of Control set forth herein shall terminate five (5) years subsequent to the issuance of the Release of Construction Covenants.

(b) Mortgages and deeds of trust through an institutional lender for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Property or other costs of development of the Property, (ii) financing the construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect hard and soft costs such as real property taxes, insurance premiums, closing costs, loan carrying costs, costs of financing and overhead) on or in connection with the Project under the Agreement; and shall be permitted before issuance of the Release of Construction Covenants only with Grantor's prior written approval in accordance with the Agreement. Grantor shall cooperate with Grantee and will in good faith consider all reasonable requests by an institutional lender to modify the Agreement. Any mortgage or deed of trust or other grant of a security interest in the Property shall constitute a Transfer for purposes of the Agreement. The words "mortgage" and "trust deed" solely as used herein shall include sale and lease-back and other means of

financing which involve the granting of a security interest.

(6) Prior to the recordation of a Release of Construction Covenants issued by Grantor for the improvements to be constructed on the Property or on any part thereof:

- (a) Grantor shall have the right at its option to reenter and take possession of the Property hereby conveyed (or portion thereof) with all improvements thereon, and to terminate and revest in Grantor fee title to the Property hereby conveyed (or portion thereof) to Grantee if Grantee (or its successors in interest) shall:
  - (i) Fail to proceed with the construction of Improvements as required by the DDA and Implementation Agreement for a period of three (3) months, plus any extension as may be granted pursuant to the DDA or Implementation Agreement; or
  - (ii) Abandon or substantially suspend construction of the Improvements on the Property for a continuous period of three (3) consecutive months after written notice of such abandonment or suspension from Grantor; or
  - (iii) Assign or purport to assign the DDA or Implementation Agreement, or any rights therein, or transfer, or suffer any involuntary transfer of, the Property, or any part thereof, in violation of this Grant Deed, the DDA or the Implementation Agreement.
- (b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall be subject to and be limited by and shall not defeat, render invalid, or limit:
  - (i) Any mortgage or deed of trust or other security interest permitted by paragraph (4)(b) of this Grant Deed; or
  - (ii) Any rights or interests provided for the protection of the holders of such mortgages, deeds of trust, or other security interests.
- (c) The right to reenter, repossess, terminate and revest shall not apply to the Property, or portions thereof, for which a Release of Construction Covenant has been issued by Grantor and recorded.
- (d) Subject to the rights of holders of security interests as stated in this paragraph (6), in the event title to the Property or any part thereof is revested in Grantor as provided in this paragraph (6), Grantor shall, pursuant to its responsibilities under state law, use its diligent and good faith efforts to resell the Property or such part thereof as soon

and in such manner as Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified party or parties (as determined by Grantor), who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to Grantor and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the Agreement, the proceeds thereof shall be applied:

- (i) First, to reimburse Grantor, on its own behalf or on behalf of Successor Agency for all substantiated costs and expenses incurred by Grantor, including but not limited to salaries to personnel engaged in such action, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by Grantor from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges, if any and if applicable, with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by Grantor, then such taxes, assessments, or charges, as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing to Grantor by Grantee and its successor or transferee; and
- (ii) Second, to reimburse Grantee, its successor or transferee, up to the amount equal to: the sum of (1) the Purchase Price paid to Grantor by Grantee for the Property (or allocable to the part thereof), and (2) the costs incurred for the development of the Property (or such part thereof) and for the improvements existing thereon at the time of reentry and repossession; less (3) any gain or income withdrawn or made by Grantee from the Property (or such part thereof) or from the improvements thereon. For purposes of this paragraph the term "cost incurred" shall include direct, out-of-pocket expenses of development, but shall exclude Grantee's general overhead expense.
- (iii) Any balance remaining after such reimbursements shall be a

retained by Grantor as its property.

- (e) To the extent that this right of reverter involves a forfeiture, it must be strictly interpreted in favor of Grantor, the party for whose benefit it is created. This right is to be interpreted in light of the fact that Grantor hereby conveys the Property to Grantee for development and not for speculation in undeveloped land.
  
- (7) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.
  
- (8) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
  - (a) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices' of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
  
  - (b) In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation, of any person or group of persons, on account of sex, sexual orientation, marital status, race, color, creed,- religion, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such

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

- (c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

(9) All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors, and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(10) The conditions contained in Paragraphs (5)(a),5(b) and (6) of this Grant Deed shall terminate and become null and void upon recordation of a Release of Construction Covenant issued by Grantor for the Property or the applicable portion thereof. Except as otherwise set forth, every other covenant, condition and restriction contained in this Grant Deed shall remain in effect for forty-five (45) years. The covenants against discrimination set forth in paragraphs (7) and (8) of this Grant Deed shall remain in perpetuity.

(15) In amplification of and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have all rights of enforcement and remedies provided in this Grant Deed, the Agreement and may bring any actions at law or suit in equity or other proper proceedings necessary to enforce the curing of such breach of any agreement or covenant by Grantee available to Grantor pursuant to the provision of this Grant Deed.

(16) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by paragraph (5) (b) of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of

foreclosure, trustee's sale or otherwise.

(17) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instructions between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenant issued by Grantor is recorded for the Property conveyed hereby or such part thereof.

(18) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions that might result in forfeiture of title, except for the covenant and condition contained in paragraph (6) of this Grant Deed.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2016.

Grantor:

CITY OF INGLEWOOD

a municipal corporation

By: \_\_\_\_\_

Mayor

APPROVED AS TO FORM AND LEGALITY

Kenneth R. Campos  
City Attorney

By: \_\_\_\_\_  
Kenneth R. Campos, Esq.

APPROVED:

KANE, BALLMER & BERKMAN  
City Special Counsel

By: \_\_\_\_\_  
Royce K. Jones, Esq.

ATTEST:

Yvonne Horton  
City Clerk

By: \_\_\_\_\_  
Yvonne Horton

**ACCEPTANCE OF CONVENANCE**

The Grantee hereby accepts the conveyance of the Property by this Grant Deed,  
subject to all of the matters hereinbefore set forth.



Grantee-Developer:

THOMAS SAFRAN & ASSOCIATES  
DEVELOPMENT, INC.,

a California Corporation

(Developer)

By: \_\_\_\_\_  
Andrew Gross  
President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

**AGENCY PARCELS:**

ATTACHMENT NO. 6

EMPLOYMENT AND TRAINING AGREEMENT

In cooperation with the City of Inglewood Employment Development Department, Workforce Investment Act Program and other City agencies, the Developer shall aid in the creation and development of a specialized job recruitment and training program in order to provide employment opportunities to Inglewood residents. The program shall maximize the availability and accessibility of employment in connection with the construction of the improvements on the Property and their subsequent operation. It shall be the goal of the Developer to award at least 30% of the construction work to minority contractors (reflecting the makeup of the Inglewood Community) with at least 50% of the 30% being awarded to local qualified Inglewood businesses. Furthermore, it shall be the goal of the Developer to maximize employment opportunities for the residents of Inglewood by extending reasonable preferences to such residents for employment opportunities created by the development with the overall goal of employing qualified Inglewood residents in a minimum of 35% of the jobs created. Special emphasis shall be placed on the creation of a partnership between the Developer, tenants of the project, and the City of Inglewood as the principal resources to achieve the aforesaid goal.

The Developer shall initiate the following actions/activities:

- a) The development of an overall employment plan which will identify the types of jobs to be created and salary levels for the positions. The Developer shall develop specific contract language to be included in the contracts of prime, subcontractors and tenants requiring their active participation and cooperation in the attainment of the goals stated above. The Developer, with the assistance of the City Departments, shall develop recruitment materials which will enable it to solicit participation from local business in the development of this project;
- b) The Developer shall require all tenants of the development to develop employment plans, which shall specifically address their

employment needs and identifies the positions which will be targeted to attain the employment goals stated above. The Developer shall work closely with the State of California's Employment and Development Department and Workforce Investment Act Program, to develop training programs to meet the employment needs of the tenants and/or to recruit potential employees from available labor pools that meet the employment criteria established by the tenants;

- c) The Developer shall establish a timetable that projects when particular phases of the project will be completed and estimate when recruitment efforts for new jobs will be initiated;
- d) The Developer shall support the recruitment efforts in order to achieve the local hiring goals established in overall and tenant specific employment plans including all publicity efforts;
- e) The Developer shall participate in the ongoing local planning efforts of the State of California's Employment Development Department and Workforce Investment Act Program. This participation may take the form of membership in the South Bay Work Force Investment Board or other formal advisory bodies that assist in program design as seen fit by the Developer and the City.

The City shall initiate the following actions/activities:

- a) The City shall work the Developer to develop training and recruitment programs to provide a qualified pool of Inglewood applicants who shall be provided reasonable preferences for employment positions created in connection with this development;
- b) The City shall work with the Developer to develop training and recruitment materials which will be used to solicit participation on the part of the minority business community in the development of this project. The City shall work with the needs identified by the tenants for the development to create a trained labor pool which exceeds, at a minimum,

- 10% of the required number of positions available for employment;
- c) The City shall provide its list of minority contractors to the Developer which, to the greatest extent possible, shall be used, in conjunction with other resources, to solicit qualified contractors to work on this project.
  - d) The City, will, if necessary, conduct job fairs or other recruitment efforts, in conjunction with the Developer, to make sure that every conceivable effort is generated to attract the required qualified labor pool to assist in the attainment of the goals of this Agreement.

#### AUDIT AND COMPLIANCE

The Developer shall annually review its employment plan (i.e., Affirmative Action Plan) and make the necessary changes to improve its management and implementation. The City of Inglewood may perform unannounced visits to the site to verify information contained in the Developer's employment plan and to ensure that the requirements of the plan are being met. The Developer shall comply with the specific reporting requirements of the City of Inglewood. The audit and review system will include the following component:

- 1) The Developer will keep such records as are necessary to determine compliance with, and progress under the Affirmative Action Plan. These records will be designed to indicate (1) the number of minority subcontractors working on the development and (2) the progress being made in securing the services of minority group subcontractors.

ATTACHMENT NO. 7

PERMITTED ENCUMBRANCES

[This Attachment is to be attached concurrently with approval of each title report]

Attachment No. 3:  
DDA Summary Report

SUMMARY REPORT ON A PROPOSED DISPOSITION AND DEVELOPMENT AMENDMENT PROVIDING FOR THE SALE OF REAL PROPERTY WITHIN THE IN-TOWN REDEVELOPMENT PROJECT AREA OF THE CITY OF INGLEWOOD (THE "DDA") TO THOMAS SAFRAN & ASSOCIATES DEVELOPMENT, INC. AND/OR INGLEWOOD MARKET GATEWAY LLC (THE "DEVELOPER")

The DDA will be considered by the City Council of the City of Inglewood, California (the "City") and the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (the "Agency") at a joint public hearing on July 21, 2016, pursuant to the California Redevelopment Dissolution Act, as amended (AB 26) and California Community Redevelopment Law (Health and Safety Code Sections 33000, et seq.).

The DDA provides for the sale of approximately four (4) acres of real property located along Market Street in downtown Inglewood (the "Site") within the In-Town Redevelopment Project area of the City of Inglewood (the "Project Area") to the Developer and the phased construction thereon by the Developer of improvements for residential, office, retail and restaurant uses. The Site is comprised of those parcels of real property located at Florence Avenue and La Brea Avenue, and 125,139, 140, and 150 North Market Street (collectively, the "Successor Agency Parcels", also referred to in the DDA individually as Parcel D-3 and the Successor Agency Phase 2 Parcel; both of which, shall be collectively referred to as the "Agency Parcels"), along with 101 North Market (the "City Parcel").

The purpose of this Summary Report concerning the DDA is to describe and specify:

- a. The cost to the Agency of the DDA.
- b. The estimated fair market value of the interest to be sold, determined at the highest and best uses permitted under the Redevelopment Plan, and at the use and with the conditions, covenants, and development costs required by the sale.
- c. The purchase price.
- d. An explanation of why the sale will implement the Agency's Long Range Property Management Plan as approved by the California Department of Finance and the Redevelopment Plan for the Redevelopment Project.

The cost to the Agency of the DDA

The cost to the Agency of the DDA shall not exceed the amounts set forth in the Long Range Property Management Plan and applicable Recognized Obligation Payment Schedules approved by the California Department of Finance.



Under the DDA the Developer will, on or before the execution of the DDA by the City, deposit with the City the sum of One Hundred Fifty Thousand Dollars (\$150,000) as a Non-Refundable Cost Deposit, to be used by the City to pay administrative costs and other related expenses incurred by the City, including City staff time needed for environmental review relative to the implementation of DDA.

The estimated fair market value of the interest to be sold, determined at the highest and best uses permitted under the Redevelopment Plan, and at the use and with the conditions, covenants, and development costs required by the sale

The City has obtained the independent opinion of a qualified real estate appraiser of the estimated fair market value of the Site to be sold to the Developer under the DDA. Such opinion of fair market value was determined (i) at the highest and best uses permitted under the Redevelopment Plan, and (ii) at the use and with the conditions, covenants, and development costs required by the sale. That appraisal opinion is that such fair market value is as follows:

For Parcel D-3:	\$5,560,000
For the Agency Phase 2 Parcel:	\$1,700,000
For the City Parcel:	\$1,040,000

#### The Purchase Price

Under the DDA the Developer will pay to the Agency and the City a purchase price for the Site equal to the appraised fair market value of the Site, as follows:

For Parcel D-3:	\$5,560,000
For the Agency Phase 2 Parcel:	\$1,700,000
For the City Parcel:	\$1,040,000

An explanation of why the sale will implement the Agency's Long Range Property Management Plan as approved by the California Department of Finance and the Redevelopment Plan for the Redevelopment Project

The sale of the Site to the Developer pursuant to the DDA conforms to the goals, objectives and requirements of the Redevelopment Plan for the In-Town Redevelopment Project Area, including the revitalization of and elimination of blight on the Site and within the neighborhood in which the Site is located.

The sale of the Site under the DDA will implement the Redevelopment Dissolution Law (AB 26) by expediting the winding down of the business of the former Redevelopment Agency and by benefitting the affected taxing agencies. All net sale proceeds received by the Agency under the DDA will be applied for the benefit of the taxing agencies and/or the payment of enforceable obligations as required under

applicable law. In addition, the sale of the Agency Parcels is fully consistent with applicable provisions of the approved Long Range Property Management Plan.

Attachment No. 4:

City Council Resolution Approving the  
Disposition and Development Agreement

1 CITY COUNCIL OF THE CITY OF INGLEWOOD

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4 RESOLUTION NO. \_\_\_\_\_

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7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
8 INGLEWOOD APPROVING A DISPOSITION AND  
9 DEVELOPMENT AGREEMENT WITH INGLEWOOD MARKET  
10 GATEWAY LLC. FOR THE SALE OF LAND  
11  
12

13 WHEREAS, the former Inglewood Redevelopment Agency has previously  
14 acquired property in the In-Town Redevelopment Project Area and in order to carry out  
15 and implement the Redevelopment Dissolution Law (AB 26, as amended), the Long  
16 Range Property Management Plan approved pursuant to AB 26 by the California  
17 Department of Finance, and the Redevelopment Plan for the In-Town Redevelopment  
18 Project, the Successor Agency to the Inglewood Redevelopment Agency (the "Agency")  
19 and the City propose to enter into a Disposition and Development Agreement ("DDA")  
20 with Inglewood Market Gateway LLC, a California limited liability company (the  
21 "Developer"), which establishes terms and conditions for the Agency to sell a portion of  
22 the Agency-acquired property and for the City to sell the City Parcel (the "Site") to  
23 Developer and for Developer to construct thereon improvements as provided for in the  
24 DDA; and

25 WHEREAS, Developer has submitted to the Agency and the City Council copies  
26 of the proposed DDA in a form desired by Developer; and

27 WHEREAS, pursuant to the California Community Redevelopment Law  
28 (California Health and Safety Code, Section 33000 et seq.) (the "CRL") the Agency and  
the City Council held a joint public hearing on the DDA, having duly published notice of

1 such public hearing and having made copies of the proposed DDA and other reports  
2 and documents (including the summary referred to in Section 33433 of the CRL)  
3 available for public inspection and comment; and

4 WHEREAS, the City Council has duly considered all terms and conditions of the  
5 proposed transaction, and believes and finds that it is in the best interests of the Project  
6 area and the City, the taxing agencies to be benefitted by the Redevelopment  
7 Dissolution Law and the health, safety, morals and welfare of its residents, and in  
8 accord with the public purposes and provisions of applicable State and local law and  
9 requirements;

10 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of  
11 Inglewood as follows:

12 1. The City Council has received and heard all oral and written  
13 objections to the proposed DDA and to this transaction, and all such oral  
14 and written objections are hereby overruled.

15 2. The City Council hereby finds and determines that the  
16 consideration to be paid by Developer for the purchase of the Site is not  
17 less than the fair market value of the Site.

18 3. The City Council hereby finds and determines that the sale of the  
19 Site pursuant to the DDA will assist in the winding down of the business of  
20 the former Redevelopment Agency pursuant to AB 26 and the Long  
21 Range Property Management Plan approved in accordance therewith, and  
22 will assist in the elimination of blight.

23 4. The City Council hereby finds and determines that the sale of the  
24 Site pursuant to the DDA is consistent with the approved Long Range  
25 Property Management Plan.

26 5. The proposed DDA is hereby approved in substantially the form  
27 presented at this meeting or with such changes as may be approved by  
28 the City Manager.

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6. The Mayor and the City Manager are hereby authorized to execute the DDA on behalf of the City, in substantially the form presented to this meeting, or with such changes as may be approved by the City Manager.

7. The Mayor and the City Manager (or his designee) are hereby authorized, on behalf of the City, to sign all documents (including but not limited to grant deeds) necessary and appropriate to carry out and implement the DDA and to administer the City's obligations, responsibilities and duties to be performed thereunder.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

Attachment No. 5:  
Successor Agency Resolution Approving  
the Disposition and Development  
Agreement

1  
2 **SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY**  
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5 **RESOLUTION NO. \_\_\_\_\_**  
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8 **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE**  
9 **INGLEWOOD REDEVELOPMENT AGENCY APPROVING A**  
10 **DISPOSITION AND DEVELOPMENT AGREEMENT WITH**  
11 **INGLEWOOD MARKET GATEWAY LLC. FOR THE SALE OF LAND**  
12

13 WHEREAS, the Successor Agency to the Inglewood Redevelopment Agency  
14 (the "Agency") is engaged in activities necessary to wind down the implementation of  
15 the Redevelopment Plan for the In-Town Redevelopment Project Area of the City of  
16 Inglewood (the "Redevelopment Plan"); and

17 WHEREAS, the former Inglewood Redevelopment Agency has previously  
18 acquired property in the In-Town Redevelopment Project Area and in order to carry out  
19 and implement the Redevelopment Dissolution Law (AB 26, as amended), the Long  
20 Range Property Management Plan approved pursuant to AB 26 by the California  
21 Department of Finance, and the Redevelopment Plan, the Agency and the City of  
22 Inglewood (the "City") propose to enter into a Disposition and Development Agreement  
23 ("DDA") with Inglewood Market Gateway LLC, a California limited liability company (the  
24 "Developer"), which establishes terms and conditions for the Agency to sell a portion of  
25 the Agency-acquired property and for the City to sell the City Parcel (the "Site") to  
26 Developer and for Developer to construct thereon improvements as provided for in the  
27 DDA; and

28 WHEREAS, Developer has submitted to the Agency and the City Council copies  
of the proposed DDA in a form desired by Developer; and



1           WHEREAS, pursuant to the California Community Redevelopment Law  
2 (California Health and Safety Code, Section 33000 et seq.) (the "CRL") the Agency and  
3 the City Council held a joint public hearing on the DDA, having duly published notice of  
4 such public hearing and having made copies of the proposed DDA and other reports  
5 and documents (including the summary referred to in Section 33433 of the CRL)  
6 available for public inspection and comment; and

7           WHEREAS, the Agency has duly considered all terms and conditions of the  
8 proposed transaction, and believes that it is in the best interests of the Project area and  
9 the City, the taxing agencies to be benefitted by the Redevelopment Dissolution Law  
10 and the health, safety, morals and welfare of its residents, and in accord with the public  
11 purposes and provisions of applicable State and local law and requirements;

12           NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the  
13 Inglewood Redevelopment Agency as follows:

14 1.           The Agency has received and heard all oral and written objections  
15 to the proposed DDA and to this transaction, and all such oral and written  
16 objections are hereby overruled.

17 2.           The Agency hereby finds and determines that the consideration to  
18 be paid by Developer for the purchase of the Site is not less than the fair  
19 market value of the Site at its highest and best use in accordance with the  
20 Redevelopment Plan.

21 3.           The Agency hereby finds and determines that the sale of the Site  
22 pursuant to the DDA will assist in the winding down of the business of the  
23 former Redevelopment Agency pursuant to AB 26 and the Long Range  
24 Property Management Plan approved in accordance therewith, and will  
25 assist in the elimination of blight.

26 4.           The Agency hereby finds and determines that the sale of the Site  
27 pursuant to the DDA is consistent with the approved Long Range Property  
28 Management Plan.

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5. The proposed DDA is hereby approved in substantially the form presented at this meeting or with such changes as may be approved by the Executive Director of the Agency.

6. The Chairman of the Agency and the Executive Director of the Agency are hereby authorized to execute the DDA on behalf of the Agency, in substantially the form presented to this meeting, or with such changes as may be approved by the Executive Director of the Agency, provided that the City Council has first approved the DDA.

7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to sign all documents (including but not limited to grant deeds) necessary and appropriate to carry out and implement the DDA and to administer the Agency's obligations, responsibilities and duties to be performed thereunder.

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PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Agency Counsel