



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: November 3, 2015
TO: Mayor and Council Members
FROM: Economic and Community Development Department
SUBJECT: Billboard Agreement with WOW Media, Inc.

RECOMMENDATION:

It is recommended that the Mayor and Council Members take the following actions:

- 1) Adopt a Mitigated Negative Declaration (MND) in compliance with the California Environmental Quality Act (CEQA); and
- 2) Approve and authorize execution of a Billboard Lease Agreement with WOW Media, Inc.

BACKGROUND:

With the advent of the renovated Forum, the redevelopment of the Hollywood Park site, and the proposed mixed-use development pursuant to City of Champions Initiative, the City has been approached by a variety of companies interested in entering into various agreements with the City proposing various media opportunities. Most notably are the two Super Graphic agreements that were entered into by the City with both Sky Posters, Inc., and Pearl Media LLC, in 2010 and a second agreement in 2014 with Sky Posters, Inc. These agreements have resulted in significant revenue to the General Fund and have been used to augment deficits experienced by the City resulting from the most recent economic downturn.

On July 7, 2015, a recommendation to enter into a Memorandum of Understanding (MOU) with WOW Media, Inc. had been calendared for review and approval consideration by the City Council. However, the item was pulled to address certain issues affecting and relating to the existing super graphic agreements. As a result, further negotiations were required resulting in increased revenue potential and opportunities for the City.

On August 25, 2015, the item was placed back on the agenda and the City Council entered into a Memorandum of Understanding (MOU) with WOW Media, Inc...

DISCUSSION:

Subsequent to the approval of the MOU, staff and WOW Media, Inc., have come to terms with the Billboard Lease Agreement (Agreement). The Agreement, would allow for the installation of ten (10) billboard displays at certain designated locations within the City.

The Agreement identifies 10 generally designated billboard locations and requires a one-time signing bonus of up to \$3,100,000 payable to the City. The Agreement also establishes a two-

DR-3

tiered media payment scenario with a minimum fifty percent (50%) gross media payment that could increase to eighty percent (80%) share of gross media payment, if certain revenue thresholds are met. The Agreement also requires a minimum monthly rent payment of \$5,000 up to \$10,000 per face for each of the installed billboards. If all billboards are installed and operational, the minimum generated income payable to the City per year would equal \$155,000 per month or a total of \$1,860,000 in City revenue. All billboard locations require compliance with federal, state and local rules and regulations including compliance with the Outdoor Advertising Act administered by the California Department of Transportation (Caltrans).

Following the execution of the MOU, staff entered into a Short Form Agreement with PlaceWorks, a Planning and Environmental firm, to conduct the necessary CEQA review as a condition precedent to approval consideration of the Agreement by the City Council. Based upon this review, it was determined that preparation of an Initial Study (IS) was necessary. This CEQA analysis was undertaken and resulted in the recommendation and preparation of a Mitigated Negative Declaration (MND). As required by CEQA, the IS and MND was forwarded to the California Office of Planning and Research (OPR) for distribution through the State Clearinghouse. The document has been distributed to various state agencies including Caltrans. The 30-day review period closes on November 2, 2015. As of the preparation time of this report no comments have been received.

FINANCIAL/FUNDING ISSUES AND SOURCES:

All signing bonus and rent proceeds generated will be paid to the City as set forth in Agreement.

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 – Initial Study and Mitigated Negative Declaration
- Attachment 2 – Billboard Leasing Agreement

APPROVAL VERIFICATION SHEET

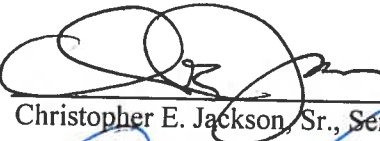
PREPARED BY:

Christopher E. Jackson, Sr., Senior Econ. and Comm. Development Dept. Manager

COUNCIL PRESENTER:

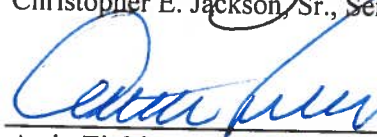
Christopher E. Jackson, Sr., Senior Econ. and Comm. Development Dept. Manager

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Senior ECDD Manager

CITY MANAGER APPROVAL:



Artie Fields, City Manager

BILLBOARD LEASE AGREEMENT

This Billboard Lease Agreement (“Lease”) is made, entered and dated as of October ____, 2015 (the “Effective Date”), between City of Inglewood, a California municipal corporation and charter city (the “Lessor”) and WOW Media, Inc., a California corporation (“Lessee”).

1. Certain Definitions.

a. As used herein, the term “Applicable Requirements” shall mean the City’s laws, rules and regulations applicable to the uses and other activities contemplated herein.

b. As used herein, the term “Billboard” shall mean and include all manner of display, signage and other advertising assets of any size and character, whether static, multi-faceted, electronically (analog, digital or otherwise) enabled or presented, or otherwise configured or enabled, together with all light fixtures, transformers, connecting devices, ladders and other equipment used in connection with, or appurtenant to such displays, signage and other advertising assets, except for displays, signage and other advertising assets placed on bus benches and bus shelters located within the City of Inglewood. This definition expressly contemplates the fact that new technology likely is to result in new display and presentation mechanisms, and expressly incorporates all such technology and display and presentation mechanisms.

c. As used herein, the term “City” shall mean Lessor.

d. As used herein, the term “Face” means and includes each portion of a Billboard that, in the aggregate, constitutes one individual, entire display.

e. As used herein, the term “Party” shall mean Lessor and Lessee separately and individually.

f. As used herein, the term “Parties” shall mean Lessor and Lessee

g. As used herein, the term “Premises” means and includes Lessor-owned parcels of real property (“City Property”) and third Party-owned parcels of real property (“Private Property”) on which a Billboard may be constructed and operated by Lessee pursuant to the terms and conditions of this Lease, including but not limited to the following:

i. Initial Locations. The Premises shall be the locations shown on Exhibit A-1 through A-6, which are generally described as:

1. Location 1: Century & 405 – Center Divider of Century
2. Location 2: La Cienega & 97th – Freeway on-off Ramp
3. Location 3: Century – East Overhang

4. Location 4: Century – East Freeway on-off Ramp
5. Location 5: Manchester & Ash – Freeway on-off Ramp
6. Location 6: La Cienega & Olive
7. Location 7: 8901-9133 S. La Cienega
8. Location 8: 8901-9133 S. La Cienega
9. Location 9: Ash Park – 201 Ash
10. Location 10: Century & 405 – East

Notwithstanding the description or depiction of the Premises locations, Lessor agrees that, subject to the reasonable approval of Lessor, the actual location of the Premises and the actual location of the Billboard(s) to be constructed thereon shall be subject to final designation by Lessee in its sole discretion so long as such alternate locations are within 200 feet of the locations depicted on Exhibit A-1 through A-6 (the "Premises Zone"). Pending Lessee's final designation, Lessor agrees that Lessee shall have the exclusive right to locate Billboards in any area within Premises Zone provided such Billboard and Premises location are in full compliance with the Applicable Requirements. EXCEPT as to existing billboards, supergraphic displays for which the Lessor has an existing agreement, and any such billboards subsequently approved by the Lessor for placement and operation at any existing supergraphic display location. once Premises locations are selected by Lessee and approved by Lessor, Lessee shall have exclusivity as to, and Lessor shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-Lessee Billboards within a 1000 foot radius of each Premises.

ii. Future Locations. Lessee shall have a non-exclusive right to negotiate with Lessor to erect additional Billboards on Lessor rights-of-way and other Lessor owned property as Lessee may present to Lessor and Lessor may agree (in its sole discretion) subject to the Applicable Requirements. To the extent that Lessor and Lessee agree to the inclusion of additional Billboard locations, such locations may be added by amendment to this Lease and included as Premises hereunder or by an entirely new and separate written agreement, except that, if at the time of any such amendment or new agreement, Lessor's Municipal Code is less restrictive than the Sign Overlay Zone or Sign Regulations in effect on the effective date of the new written agreement, Lessee may elect to have all Premises governed by such future regulations.

iii. Private Property Locations. In lieu of using City Property at or near the same location, Lessee contemplates negotiating with certain owners of Private Property ("Private Owners") to secure Billboard locations in the area of 8901-9133 La Cienega Blvd., Inglewood, CA, as well as other privately-owned locations in the City. On the condition that Lessee complies with the Applicable Requirements and obtains all of the necessary written approvals and/or consents of the Private Owners, Lessor shall support, approve and permit signage for display of off-site as well as on-site advertising at all such Private Property locations;

in such event, the monthly rent payable for each such location (for purposes of calculating "Percentage Rent" only as described below) shall not exceed Seven Thousand Five Hundred Dollars (\$7,500) per Billboard per month. In no event shall the "Minimum Monthly Rent" be affected or reduced by the rent paid by Lessee to Private Owners for Billboards secured on Private Property locations. As to Location 7 and Location 8 shown in paragraph 1.g.i., above only, should Lessee request Lessor to allow Billboards on City Property, including Lessor's sidewalks, or other Lessor's rights of- way, such location(s) shall be allowed and added by amendment hereto.

iv. Improvements. All improvements constructed on the City Property of the Premises shall become and at all times remain the property of Lessor. Lessor acknowledges and agrees that Lessee shall have the right to phase its construction of improvements on the Premises, and that the construction schedule shall be established in the sole discretion of Lessee.

2. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth herein.

a. Term and Termination.

i. Term and Options. The initial term of the Lease shall commence on the Effective Date and end on the tenth (10th) anniversary date of the First Rent Commencement Date (as defined below). Lessee shall have four (4) options to extend the term of this Lease (each, an "Option"), and each Option shall provide Lessee the ability to extend the term of this Lease for an additional five (5) years (each, an "Option Period"); each Option Period such extended Option period shall be on the same terms and conditions of the initial term of this Lease. Each Option shall be deemed to be exercised by Lessee unless, at least three (3) months and no more than six (6) months prior to the expiration of the then existing term of the Lease, Lessee provides to Lessor written notice of its intent not to exercise its Option, in which case the Lease shall terminate at the conclusion of the then existing Lease term or Option Period, as applicable.

ii. Termination of Use/Removal. Lessor's sole remedy under the Lease shall be the right to terminate Lessee's use of any Billboard on the Premises and/or to require removal of any Billboards on City Property pursuant to paragraph 2.k.vi below in the event that Lessee breaches any material obligation of the Lease (which shall include but not be limited to a violation of the Applicable Requirements) provided such breach is not cured within thirty (30) days following written notice to cure delivered to Lessee by Lessor. The 30-day cure period shall be extended if: (a) within such period, Lessee commences to cure and pursues such cure with reasonable diligence, (b) a force majeure event occurs, or (c) Lessee obtains written consent of Lessor, which written consent shall not be unreasonably withheld or conditioned.

iii. Early Termination. Lessor recognizes that a substantial financial investment will be made by Lessee in the development, installation, construction, operation and maintenance of the Billboards at each of the Premises locations. Consequently, Lessor agrees that Lessor's early termination rights shall be limited solely to a Face-by-Face basis for material

breaches of the Lease applicable only to that (those) specific Face(s), for which material breaches are not cured within the requisite thirty (30) day period following Lessor prior written notice to cure. Notwithstanding the foregoing, the cure period shall be extended if: (a) Lessee commences to cure and pursues such cure with reasonable diligence, (b) a force majeure event occurs, or (c) Lessee obtains written consent of Lessor, which consent shall not be unreasonably withheld or conditioned. In the event of a Lessor early termination of the Lease resulting from an uncured material breach of the Lease by Lessee with respect to any Face(s), the Lease may only be terminated by Lessor as to the applicable Face(s) on a Billboard, as to which there is an uncured material breach. Following any such termination, Lessee shall have no further liability of any type or nature to Lessor as to any such terminated Face, Billboard or Premises location associated therewith. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

b. Rent and Other Consideration. The amounts payable pursuant to this section of the Lease shall constitute the total consideration of any and every type or nature whatsoever to be paid by Lessee to Lessor as and for the use of the leased Premises.

i. One-Time Signing Bonus. Upon a Face becoming fully permitted and Operational (as defined below), Lessee shall pay Lessor a non-refundable one-time signing bonus for each Billboard, totaling up to \$3,100,000, as shown in the chart below.

ii. Minimum Monthly Rent. Commencing on the First Rent Commencement Date and on the first day of each month thereafter, Lessee shall make minimum monthly payments of rent (the "Minimum Monthly Rent") to Lessor in advance on a per Face basis in the amount set forth in the chart below.

Site #	Billboard Locations	# of Faces	Gross Media Payment	One-Time Bonus (Per Face)	Minimum Monthly Rent (Per Face)	Minimum Annual Guaranty (MAG) (Per Billboard)
1	Century at 405 – Center	1	50%	\$100,000	\$10,000	\$120,000
2	La Cienega & 97 th	2	50%	\$100,000	\$10,000	\$240,000
3	Century-East Overhang	2	50%	\$100,000	\$7,500	\$180,000
4	Century-East Frwy On-Off	2	50%	\$100,000	\$10,000	\$240,000
5	Manchester-Frwy On-Off	2	50%	\$100,000	\$7,500	\$180,000

6	La Cienega & Olive	2	50%	\$100,000	\$10,000	\$240,000
7	8901-9133 La Cienega	2	50%	\$250,000	\$5,000	\$120,000
8	8901-9133 La Cienega	2	50%	\$250,000	\$5,000	\$120,000
9	Ash Park-201 Ash	2	50%	\$250,000	\$7,500	\$180,000
10	Century at 405 – East	2	50%	\$250,000	\$10,000	\$240,000
	Total	19	50%	\$3,100,000	\$155,000	\$1,860,000

iii. Percentage Rent. The Minimum Monthly Rent shall constitute the minimum amounts payable per Face per month by Lessee to Lessor under the terms of the Lease. Except as provided below, in the event fifty percent (50%) (the “Threshold”) of Lessee’s Gross Revenue (as defined below) for any individual Face exceeds the annualized Minimum Monthly Rent previously paid or payable for that Face during the applicable calendar year (the “Percentage Rent”), Lessee shall pay such Percentage Rent as follows: Lessee shall submit to Lessor a calculation of the Percentage Rent due along with payment of the Percentage Rent no later than 45 days following the end of each applicable calendar year. Within thirty (30) days following Lessor’s receipt of such documentation, Lessor may request and pursuant to such request shall have the right to audit any and all annual records of Lessee’s Gross Revenue applicable to all or any of the Faces constructed and operated on the Premises pursuant to the Lease.

1. Notwithstanding the foregoing, in the event that Lessee’s Gross Revenue for the aggregate of Site numbers 1-6 above (the “Street Faces”) during the first full calendar year and each subsequent calendar year of the term of this Lease, including any Options, exceeds Four Million Two Hundred Twenty-Four Thousand Dollars (\$4,224,000), the Threshold percentage used and applied to the overage for purposes of calculating the Percentage Rent shall be eighty percent (80%) as opposed to the fifty percent (50%) stated amount. Further and again notwithstanding the foregoing, in the event that Lessee’s Gross Revenue for the aggregate of Site numbers 7-10 above (the “Freeway Faces”) during the first full calendar year and each subsequent calendar year of the term of this Lease, including any Options, exceeds Seven Million Six Hundred Eighty Thousand Dollars (\$7,680,000), the Threshold percentage applicable to that overage shall be eighty percent (80%) as opposed to the fifty percent (50%) stated amount.

2. As used herein, "Lessee’s Gross Revenue" shall mean and include the gross amount collected by Lessee for the sale of advertising for an individual Face during the calendar year less only those actual fees and costs (the “Actual Costs”) paid to Unaffiliated Third Parties (as defined herein); provided Actual Costs shall not exceed twenty percent (20%) of the aggregate of the gross revenue generated by Lessee for the sale, of

advertising for all Faces subject to this Lease during the calendar year. As used herein "Unaffiliated Third Parties" are entities and/or individuals unaffiliated with Lessee such that Lessee has no interest (direct or indirect) in the Unaffiliated Third Parties or receives any revenue from the payments made to any such Unaffiliated Third Parties.

iv. Rent Commencement Date. The Minimum Monthly Rent and Percentage Rent payable by Lessee to Lessor shall commence and become fully due and payable within ninety (90) days after its associated Billboard (and each and every Face thereof) is constructed, permitted and fully Operational on its Premise location ("Rent Commencement Date") and shall continue to be paid monthly and annually, respectively and as applicable, throughout the term of this Lease. As used herein, the term "Operational" shall mean that the Billboard (and each and every Face thereof) is capable, legally and functionally, of displaying on-site and off-site advertising in full compliance with the Applicable Requirements. If Lessee is unable to obtain all necessary permits for the construction and operation of any Billboard or any of its Faces within one (1) year from the date Lessee is scheduled to construct such Billboard(s), Lessee shall have the right, as to any such Billboard(s) and any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above, leaving it with no further liability to Lessor as to any such terminated Billboard(s) or Faces. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease. Due to construction and permitting schedules, each of the nineteen (19) initial Faces may have a separate Rent Commencement Date. Lessee shall notify Lessor in writing of the Rent Commencement Date for each Face after its associated Billboard becomes Operational. Notwithstanding the foregoing, (1) as to the first Face to become Operational, there shall be no Percentage Rent due or payable with respect to that Face for a period of two (2) years from and after its Rent Commencement Date (the "First Rent Commencement Date"), and (2) as to all other Faces that become Operational on or before the second anniversary of the First Rent Commencement Date, there shall be no Percentage Rent due or payable with respect to any such Face for a period of two (2) years from and after its Rent Commencement Date. However, as to those Faces that do not become Operational on or before the second anniversary of the First Rent Commencement Date, there shall be no two (2) year or any other period of relief from the payment of Percentage Rent, and all such Percentage Rent shall be due and payable from and after the Rent Commencement Date for each such Face.

c. Revenue Challenges. Should gross revenues from any one of the Faces be less than the Minimum Monthly Rent for that Face for any twelve (12) consecutive month period, Lessee and Lessor will negotiate in good faith for a reduction in the Minimum Monthly Rent. If the Parties cannot agree on a new Minimum Monthly Rent for any such Faces, Lessee shall have the right, as to any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above, leaving it with no further liability to Lessor as to any such terminated and/or removed Faces. In such event, the Lease shall be deemed automatically

amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

d. Construction Easement. From and after the Effective Date and with respect to each Premises location and at no additional cost or expense to Lessee of any type or nature whatsoever, Lessor hereby grants and conveys to Lessee an easement on, under, over and around each Premises location and all such surrounding City Property as is reasonably required for the development, installation, construction, operation, security and maintenance of the Billboards and Faces at each of the Premises locations (the "Easement Properties"), including but not limited to ingress and egress related thereto. Lessee shall be fully responsible for any and all damage and injuries resulting from Lessee's use of the Easement Properties pursuant to the construction easement and shall fully indemnify Lessor with respect to the use of the Easement Properties as provided in paragraph 2.j., below.

e. Display Prohibition. Should Lessee be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the Billboards or any Faces at any or all of the locations, Lessee shall have the right, as to any such Billboards and any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above leaving it with no further liability to Lessor as to any such terminated Billboards or Faces. In such event, the Lease shall be deemed automatically amended to reflect the fact that Lessee's obligations under this Lease shall be applicable only to the remaining Billboards or Faces not terminated and/or removed from the Lease.

f. Lessor Billboard Use. As further consideration for the Lease, Lessee shall make available to Lessor up to ten percent (10%) of the total advertising time on each Face for public service announcements ("PSAs") such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging. Lessor shall derive no revenue of any type or nature from its use of a Face as provided herein and all revenue offered or available to Lessor for PSAs shall be secured and delivered upon receipt to Lessee.

g. Lessee Billboard Use.

i. Permitted Uses. Subject to the Applicable Requirements, the Premises may be used for the installation, operation, maintenance, repair, and replacement of, and security for, Billboards to display outdoor advertising (whether on-premises or off-premises) and for no other uses, together with the right of ingress and egress to the Premises by Lessee designated representatives. Lessee shall also have the right to license or rent the use of the Billboards, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full compliance with the Applicable Requirements. In furtherance thereof and subject to the Preexisting Billboards, Lessor hereby grants to Lessee the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.

ii. Prohibited Uses. The Billboards shall not contain obscene material. Except as expressly prohibited, all other advertising content shall be permissible.

iii. Unobstructed Use. Lessor shall not allow any new structure, or any tree or vegetation on City Property to obstruct the view of any Billboards or Faces.

iv. Local Advertising. Local businesses with an annual gross income not in excess of one million dollars (\$1,000,000) will be provided with a 50% discount off of the normal (full rack) Billboard display rate(s).

h. Installation, Operation and Maintenance of Billboards. Lessee will construct, install, operate and maintain the Billboards at its sole cost and expense. The initial installation shall be in accordance with the technical specifications set forth in Exhibit B-1 through B-10 hereto.

i. Plans and Specifications. Lessee shall submit plans and specifications (the "Plans") to Lessor for review and approval, which approval may not be unreasonably withheld or conditioned. In the event that Lessor fails to communicate in writing its approval or disapproval to Lessee within thirty (30) days of submission, Lessee shall provide written notice to the Lessor of such failure. In the event no such approval or disapproval is communicated in writing to Lessee within thirty (30) days following such notice, the submitted Plans shall be deemed approved by Lessor.

ii. Approved Plans. Lessee shall construct, install and maintain the Billboards pursuant to the approved plans.

iii. Permits. Lessee shall obtain all permits required to install the Billboards, including, without limitation, Lessor and Caltrans permits. At its discretion, Lessee may request that Lessor, as owner of the City Property, submit a request for Caltrans permits or declassification of the landscaped freeway designation if necessary. To the extent that any Billboards or Faces in the Lease or in subsequent written agreements for additional Billboards are subject to the Outdoor Advertising Act (California Business and Professions Code Sections 5200 et. seq.), the Parties shall work together and each exercise their best efforts to obtain all required approvals from California Department of Transportation ("Caltrans") including, without limitation, the decertification of some or all of the freeways within Lessor boundaries pertinent to this Lease.

iv. Failure to Obtain Caltrans Permits. Should Caltrans prohibit (or render economically impractical in the sole discretion of Lessee) the installation or use of any Billboards, or any Faces, before or after installation of same, Lessee shall have the right, as to any such Billboards and any such Faces, to declare the Lease as having been early terminated by Lessor on the terms provided above leaving it with no further liability to Lessor as to any such terminated Billboards or Faces. In such event, the Lease shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Rent to reflect the terms and conditions applicable to the remaining Billboards or Faces not terminated and/or removed from the Lease.

v. Good Repair. Lessee will keep the Billboards in good repair and promptly remove graffiti on any Billboard within seventy-two (72) hours of the placement of such graffiti thereon.

vi. Removal. Unless otherwise requested by Lessor, Lessee shall not remove the improvements on City Property upon a Lessor early termination of the Lease or upon expiration of the Lease term and any option periods, and all such improvements on City Property shall be and remain the property of Lessor. Moreover, following any such termination or expiration of the Lease where Lessor does request the removal of the improvements, Lessor shall be authorized to use all such improvements in any manner, in its sole discretion, including but not limited to, the rental and/or use of the improvements by any other Billboard company. In the event Lessor requests removal of the improvements on City Property following a Lessor early termination of the Lease or upon expiration of the Lease term and any option periods, all removal costs shall be the sole responsibility and cost of Lessor. However, in the event Lessor requests removal as the result of an uncured material default of the Lease by Lessee, all removal costs shall be the sole responsibility and cost of Lessee.

vii. Alterations. Lessee shall have the right to alter the Billboards over the term of the Lease subject to Lessor written approval, which approval shall not be unreasonably withheld or conditioned.

i. Insurance. Lessee shall maintain:

i. General Liability Insurance. \$5,000,000 per occurrence and \$5,000,000 annual aggregate; fire legal-liability requirement of \$50,000,000.

ii. Fire-Casualty Insurance. Full replacement value of the Billboard(s).

iii. Construction. Full insurable value for all construction material delivered to the premises for vandalism and malicious mischief.

iv. Auto Liability Insurance. \$2,000,000 per occurrence; \$2,000,000

v. Workers Compensation. As required by Law.

vi. Performance Bond. For construction of each Billboard.

vii. Replacement Insurance. Full replacement value of all the improvements (including Billboard structures) constructed, installed, operated and maintained on the Premises.

viii. Earthquake Insurance. As requested by Lessor, if commercially reasonable and available.

j. Indemnity. Lessee shall defend, indemnify and hold harmless Lessor, its members, representatives, agents, consultants and employees (collectively, "Indemnitees") from all claims, liens, liability and damages (collectively, "Liability") resulting from third party bodily injury relating to Lessee's use of the Premises and/or the Easement Properties for which the construction easement is granted pursuant to paragraph 2.d., above, except to the extent that such Liability is the result of Indemnitees' willful acts or other misconduct.

k. Damage or Destruction. If damage or destruction to a Face or Billboard costing Fifty Thousand (\$50,000) or more to repair occurs more than five (5) years prior to the end of the initial Lease term (or any option period) and Lessee otherwise has no right to terminate the Lease (in full or in part) or to remove a Face or Billboard from the Lease, Lessee shall repair all damage or destruction to a Face or Billboard. If such damage or destruction occurs within five (5) years prior to the end of the initial Lease term (or any option period), the remaining initial Lease term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or Billboard is placed back into service to allow Lessee to amortize the full cost of such repairs over the remaining term of the Lease (or any option period). To the extent that Lessee elects not to repair or replace one or more Faces or Billboards, Lessee shall have the right, as to any such Billboards and any such Faces, to declare the Lease as having been early terminated by Lessor, leaving it with no further liability to Lessor as to any such terminated Billboards or Faces. In such event, the Lease shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Rent to reflect the terms and conditions applicable to the remaining Billboards or Faces not terminated and/or removed from the Lease. To the extent that damage is caused by an event for which Lessee is not required to insure and has not insured, Lessee shall not be required to, but may at its sole discretion, repair damage to a Face or Billboard; in such event, the remaining initial Lease term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or Billboard is placed back into service to allow Lessee to amortize the full cost of such repairs over the remaining term of the Lease (or any option period).

l. Assignment. Lessee shall have the right to assign its interest in the Lease without the consent of Lessor; provided however, any such assignee specifically assumes in advance and in writing Lessee's obligations under the Lease and such assignee is comparably qualified and financially suitable as Lessee to operate and maintain the Billboards in accordance with the requirements of the Lease(s). Lessor shall make and enter into such documents as may be necessary for such an assignment so long as there is no increase in liability to Lessor, nor decreases in consideration payable to Lessor, resulting from such assignment. Lessor will agree to normal and customary financing and mortgagee protection provisions to the extent reasonably requested, and Lessor's agreement shall not be unreasonably withheld or conditioned.

m. Miscellaneous.

i. Holdover. Should Lessee holdover beyond the term of this Lease (as the same may be extended), this Lease with respect to any holder for all or any portion of the Premises, shall constitute a tenancy from year-to-year and shall continue in effect in

accordance with all of the same terms and conditions until terminated by Lessor on written notice to Lessee given no less than ninety (90) days prior to the end of any such holdover period.

ii. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions and intent of this Lease.

iii. Authority. Each person signing this Lease or any related documents warrants and represents that, to the extent s/he is executing this Lease for, and on behalf of, a municipality, corporation, limited liability company, company, partnership, association, entity or affiliate thereof, s/he has been fully empowered and properly authorized to execute this Lease for, and on behalf of, said entity, and is instructed by those having the requisite authority to cause said entity to make and enter into this Lease. Each entity signing this Lease warrants and represents that, to the extent it is executing this Lease for, and on behalf of, any other entity or Affiliate, it has been fully empowered and properly authorized to execute this Lease for, and on behalf of, said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Lease.

iv. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principals. In the event of litigation between the Parties, venue in state trial court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

v. Successors. This Lease and all of its terms, conditions and provisions shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors, and assigns.

vi. Merger and Integration. This Lease and its exhibits (if any) contain the full and entire agreement between and among the Parties with respect to the entire subject matter hereof, and supersede any and all prior or contemporaneous agreements and discussions, whether written or oral. Thus, any and all prior and/or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related to the subject matter of such agreements are merged herein and therein.

vii. Construction. Each of the Parties agrees that no Party to this Lease shall be deemed to be the author of this Lease or any term, provision or condition hereof, that any and all ambiguities shall be resolved and the terms, provisions and conditions of this Lease shall be construed and interpreted without regard to which Party may have suggested, drafted, revised or otherwise authored this Lease or any of its particular terms, provisions or conditions, and that this Lease shall be construed and interpreted as if drafted mutually by all of the Parties.

viii. Attorneys' Fees. Each Party shall bear responsibility for its own

attorneys' fees and costs incurred in connection with the negotiation, drafting and implementation of this Lease. Notwithstanding the foregoing, a prevailing Party in any action or other proceeding to enforce, interpret or otherwise address the rights and obligations contained in this Lease shall be entitled to recover its reasonably incurred attorneys' fees and reasonably incurred costs (regardless of whether such fees or costs otherwise would be recoverable by statute or other rule) as well as reasonable fees and costs incurred for consultants and experts.

ix. Modification. This Lease may not be changed, altered or modified except in writing signed by duly authorized representatives of all Parties.

x. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Lease.

xi. References. Whenever the language of the Lease uses any form of pronoun, it shall be deemed to include the masculine, feminine and neuter whenever appropriate, and vice versa. Likewise, whenever the language of the Lease uses the singular of any pronoun, it shall be deemed to include the plural whenever appropriate, and vice versa.

xii. Headings. The titles and headings of the various sections of the Lease are intended solely for convenience of reference and shall not be construed as an explanation, modification, or intended construction of any terms or provisions of the Lease.

xiii. Counterparts and Effective Date. This Lease may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth in the first paragraph hereof. In the interest of expediting the execution and delivery of this Lease, a facsimile signature shall be deemed to be and may be relied upon as an original, and telecopy or email transmission of an executed counterpart of this Lease shall be deemed to be delivery of an original, executed counterpart.

xiv. Arbitration. Not Applicable.

xv. Utilities. Lessee shall have the right to sufficient utilities and ventilation to support its intended use of the Premises. Lessor shall reimburse Lessee all utility connection fees, traffic impact fees and any other impact and extraordinary fees that are associated with the construction of Billboards or use of the Premises (collectively, the "Utility Connection Fees") up to an amount of One Thousand Dollars (\$1,000) per Billboard structure based upon Lessee's submission of written evidence substantiating the Utility Connection Fee. From and after the Effective Date and as to each Billboard, Lessee shall pay directly to the applicable utility provider the utility charges for all utilities used by Lessee during the Term. Except for the Utility Connection Fee, Lessor shall have no additional utility payment obligation. Lessor acknowledges that Lessee has the right to contract with and use its own energy service providers.

xvi. Compliance with Law. Lessee shall comply with all laws, rules

and regulations (including but not limited to all Applicable Regulations) governing its performance hereunder, and to obtain any and all licenses and permits required therefor.

xvii. Financing. Lessee shall have the right at any time to utilize the Lease and its rights thereunder as security for any financing in its sole and exclusive discretion, and Lessor shall cooperate therewith and make and execute such consents and approvals as are reasonably requested in connection therewith, which consents and approvals shall not be unreasonably withheld or conditioned.

xviii. Taxes. Lessor shall be responsible to pay all taxes of any and every type and nature associated with the Premises, except that Lessee shall be responsible solely to pay all leasehold taxes and all personal property taxes attributable to this Lease and/or associated with the Billboards constructed and located on the Premises.

xix. Condemnation of Premises. If any Premises location is taken by a government entity exercising the power of eminent domain, or sold to a government entity by Lessor under the exercise of said power (the final judicial order that permits the taking is herein referred to as "condemnation"), then, in the discretion of Lessee, either (a) this Lease shall terminate as to the Premises location so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "Condemnation Date"), or (b) Lessor shall have the right but not the obligation to relocate that Premises location to a comparable location acceptable to Lessee. If in Lessee's reasonable business judgment the remaining Premises locations are no longer reasonably suitable for Lessee's operations, Lessee may terminate this Lease. If all Premises locations are condemned, then this Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemning authority's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party. If this Lease is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Rent and all other charges payable hereunder shall be reduced in order to reflect the number of the remaining Faces, and (b) Lessor uses the condemnation award to provide a new Premises location as soon as reasonably possible of the same quality, character and utility for Lessee's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if relocation of the affected Premises location is not commenced within thirty (30) days of Lessor's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date (the "**Scheduled Completion Date**"), then Lessee may terminate this Lease at any time following the Scheduled Completion Date. Lessor and Lessee may each pursue any condemnation award to which it is entitled by applicable law. Lessee shall recover from the condemning authority or from Lessor (if Lessee can show that such amount was included in Lessor's award) that portion of any net award or payment attributable to Billboards located on the Premises, including without limitation, the amortized value of improvements installed in the Premises by Lessee at Lessee's expense based on straight-line depreciation over the remaining without regard to the condemnation. For the purposes hereof, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

xx. Ownership of City Property. Lessor represents and warrants to the

best of its knowledge to Lessee that, as of the Effective Date of this Lease, (a) Lessor is the owner of the City Property subject to this Lease, and (b) except as to the Preexisting Billboards: (i) there are no encumbrances, liens, agreements, covenants in effect that would limit Lessee's rights or augment Lessee's obligations hereunder; and (ii) it will not enter into any such encumbrances, liens, agreements or covenants that do so, and (c) Lessor is unaware of any impending condemnation plans, proposed assessments or other adverse conditions relating to the City Property subject to this Lease.

xxi. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

xxii. Quiet Enjoyment. Lessor represents and warrants to Lessee that, as of the Effective Date of this Lease, Lessee shall have the quiet enjoyment of the City Property subject to this Lease throughout the term of this Lease. Without limiting any rights Lessee may have by statute or common law, so long as this Lease is in full force and effect, Lessee shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Lessor or by any person claiming through or under Lessor.

xxiii. Parties' Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Lessor and Lessee other than the relationship of landlord and tenant. Lessor and Lessee expressly agree that neither the method of computing of rent nor any act of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

xxiv. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party other than regarding the payment of money (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay.

xxv. Brokers. Lessor and Lessee each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. In no event may this Lease be construed to create any express or implied obligation on the part of Lessee to perform this Lease on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third party beneficiary. Lessor and Lessee each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom

such party has dealt.

xxvi. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease.

To Lessor:

City of Inglewood
One Manchester Boulevard
Ninth Floor
Inglewood, California 90312
Attention: City Manager

With a copy to:

Kenneth R. Campos
City Attorney
One Manchester Boulevard
Inglewood, CA 90301

Royce K. Jones
Kane Ballmer & Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071

To Lessee:

Scott Krantz
WOW Media, Inc.
3434 Overland Avenue
Los Angeles, CA 90064

With a copy to:

Eric V. Rowen
Greenberg Traurig, LLP
1840 Century Park East, 19th Floor
Los Angeles, CA 90067

Notices, demands, or declarations given under this Lease will be deemed to have been given when received as reflected on the return receipt, or when receipt is refused. A Party's address for notice may be changed at any time by notice given in accordance with the above.

3. Other Issues.

a. CEQA. In accordance with the California Environmental Quality Act ("CEQA") and the guidelines contained in California Code of Regulations, Title 14, Chapter 3, ("CEQA Guidelines") as adopted by Lessor, Lessor, to the extent available, has fully analyzed the impact of the proposed Lease and has prepared an Initial Study and Mitigated Negative Declaration pursuant to CEQA Guidelines, Section 15063. This CEQA determination reflects and is based upon Lessor's independent judgment. Lessor retains the absolute sole discretion to modify the transaction, create and enter into such transactional documents, and modify the

proposed Lease as may, in its sole discretion, be necessary to comply with CEQA, provided that any modifications not acceptable to Lessee shall result, at Lessee's option, in the termination of this MOU at no cost to Lessee, except for the Deposit which shall be retained by Lessor as provided in this MOU. No legal obligation will exist unless and until the Parties have negotiated, executed and delivered a mutually acceptable Lease, subject to all Applicable Requirements.

b. Exclusivity. Except as to the Preexisting Billboards, Lessor shall cease all marketing efforts relating to the Premises and all areas within a 500 foot radius of each Premises location ("Exclusivity Area"), and shall not solicit or accept any offers or engage in any discussions concerning outdoor advertising in relation to the Exclusivity Area during the term of this Lease (as it may be extended).

c. Entitlements.

i. Lessor has determined that Inglewood Municipal Code Section 12-84 is not applicable to the proposed Billboards.

ii. Lessor has determined that this Lease and the uses and other rights granted to Lessee hereunder meet all Applicable Requirements and that, upon proper application, it is prepared to and shall issue all permits, permissions and other approvals that might be required by Lessee to perform pursuant to, and to obtain the contemplated benefits of, this Lease.

iii. The Parties shall cooperate to obtain approval for Billboards within 660 feet of a freeway from Caltrans, including, without limitation, obtaining permits and declassification of the landscaped freeway designation for those portions of the freeways within the boundaries of the City where necessary and appropriate.

d. Other Leases. The Parties may (without obligation) negotiate non-exclusively for such other agreements, if any, authorizing Lessee to enter into written agreements and develop additional Billboards on Lessor rights-of-way and other Lessor owned or controlled property.

e. Cooperation. In connection herewith, the Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this Lease.

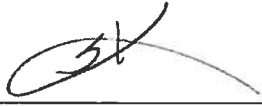
f. Expedited Processing. Lessor agrees to expedite the processing of entitlements and approvals for the Lease and any and all activities required to permit the Billboards to be erected on the Premises and any additional City Property, if such be the case.

IN WITNESS WHEREOF, the Parties executed this Lease as of the Effective Date.

CITY OF INGLEWOOD

WOW MEDIA, INC.

By: _____
James T. Butts, Jr.,
Mayor

By:  _____
Name: Scott Krantz
Title: CEO

APPROVED AS TO FORM:

APPROVED:

By: _____
Kenneth R. Campos
Lessor Attorney

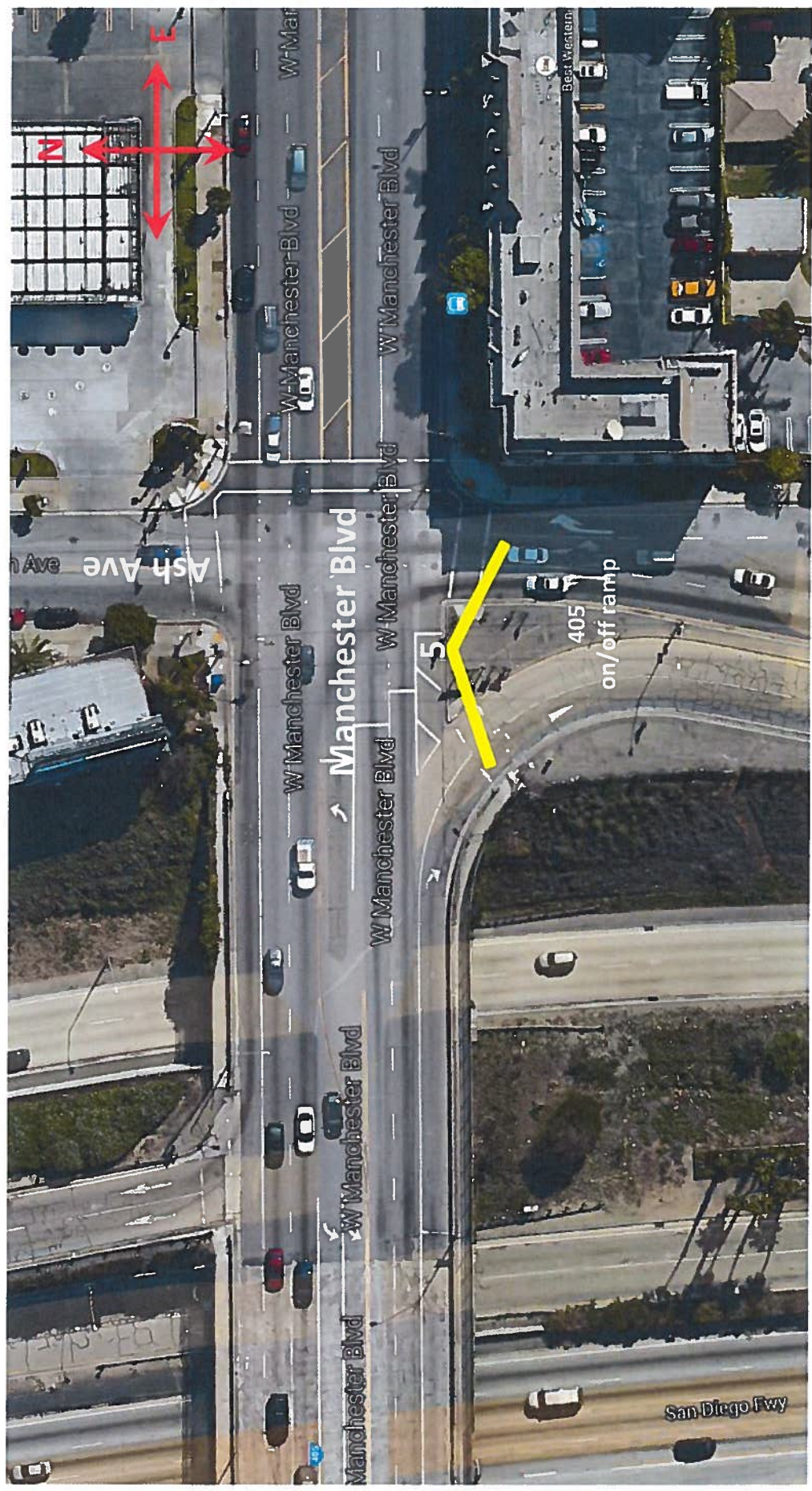
By: _____
Royce K. Jones
Kane, Ballmer & Berkman
Lessor Special Counsel

ATTEST:

By: _____
Yvonne Horton
Lessor Clerk

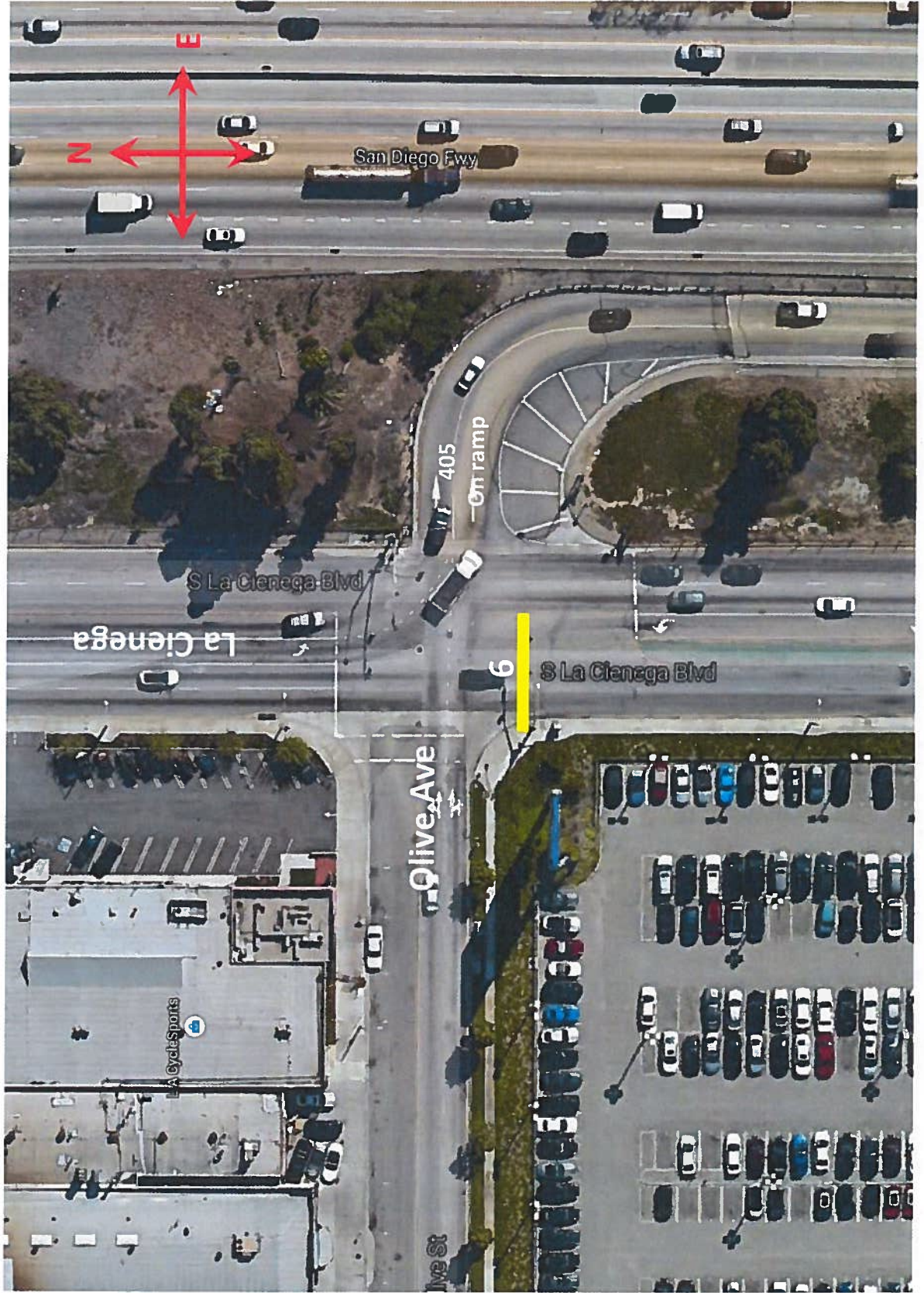
Exhibit A-2
Site 5: Manchester & Ash - Frwy On/Off Ramp
Surface Street Signs

- Legend:**
- Single Digital Face
 - Double Digital Face



- Legend:**
- Single Digital Face
 - Double Digital Face

Exhibit A-3
Site 6: La Cienega & Olive
Surface Street Signs

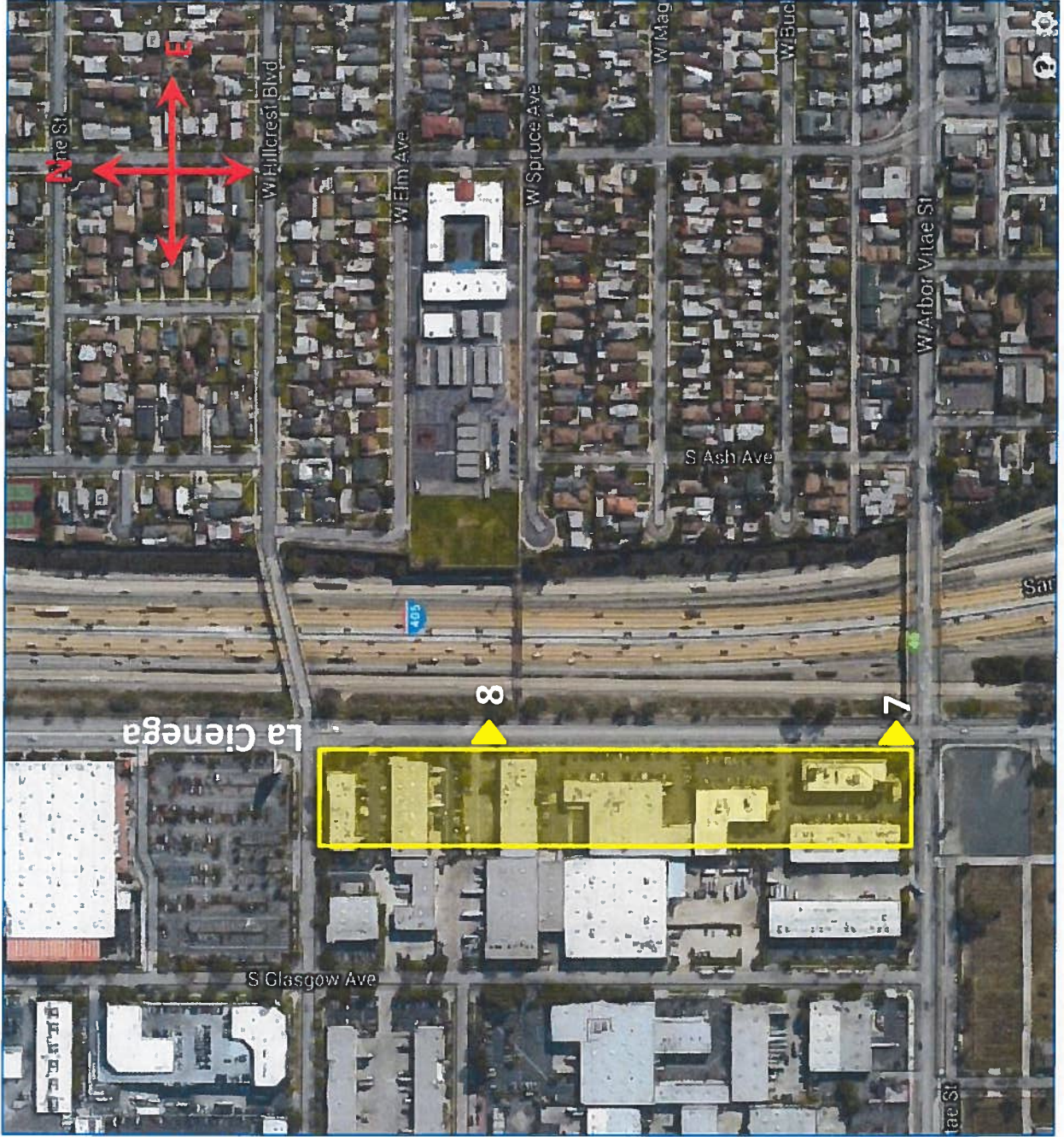


Legend:

- Single Digital Face
- Double Digital Face

Exhibit A-4

**Site 7 & 8: 8901-9133 La Cienega Blvd
Surface Street Signs / Freeway Signs**



- Legend:**
- Single Digital Face
 - Double Digital Face

Exhibit A-5
Site 9: Ash Park - 201 Ash Ave
Freeway Signs

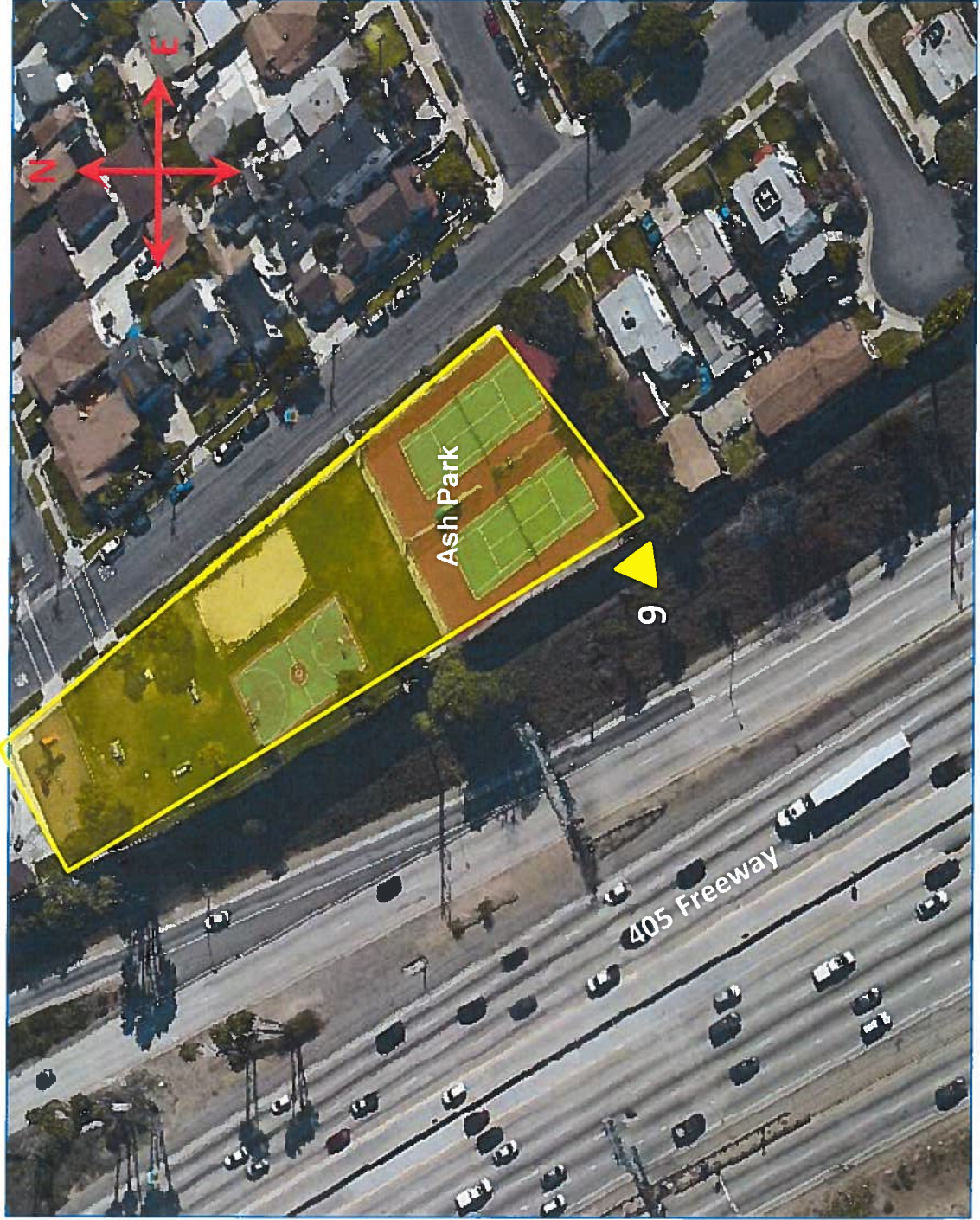


Exhibit A-6
Site 10: Century & 405 frwy
Freeway Signs

- Legend:**
- Single Digital Face
 - Double Digital Face

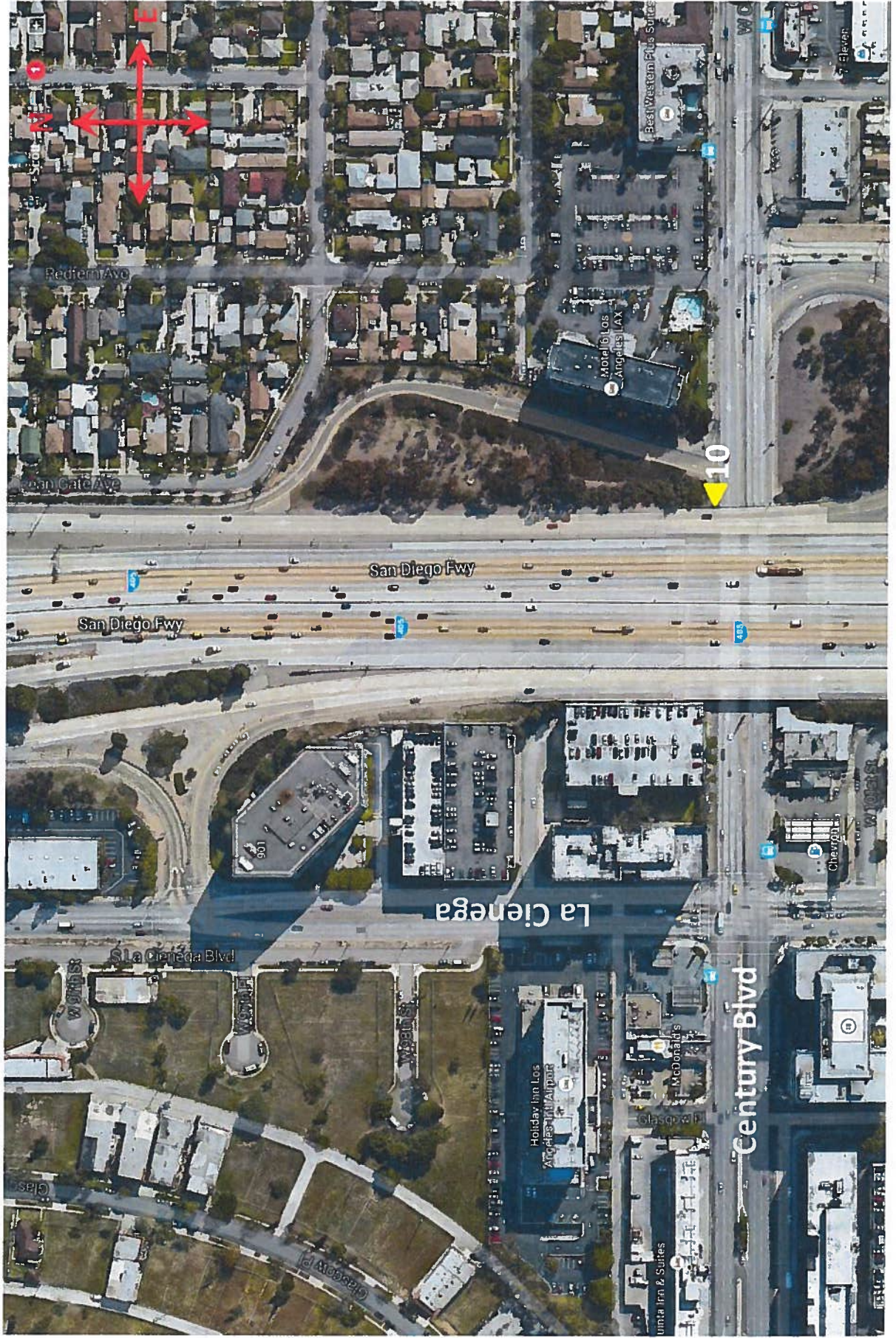


Exhibit B-1 Site 1: Century & 405 Frwy / West Side

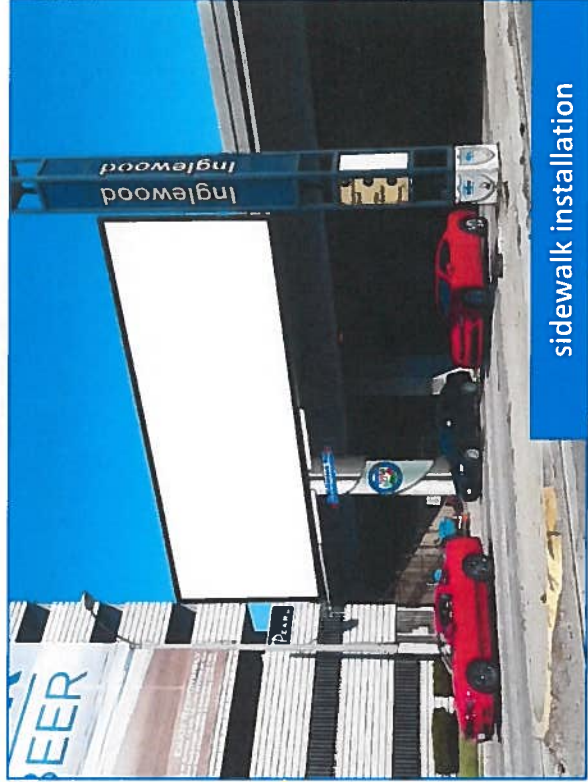
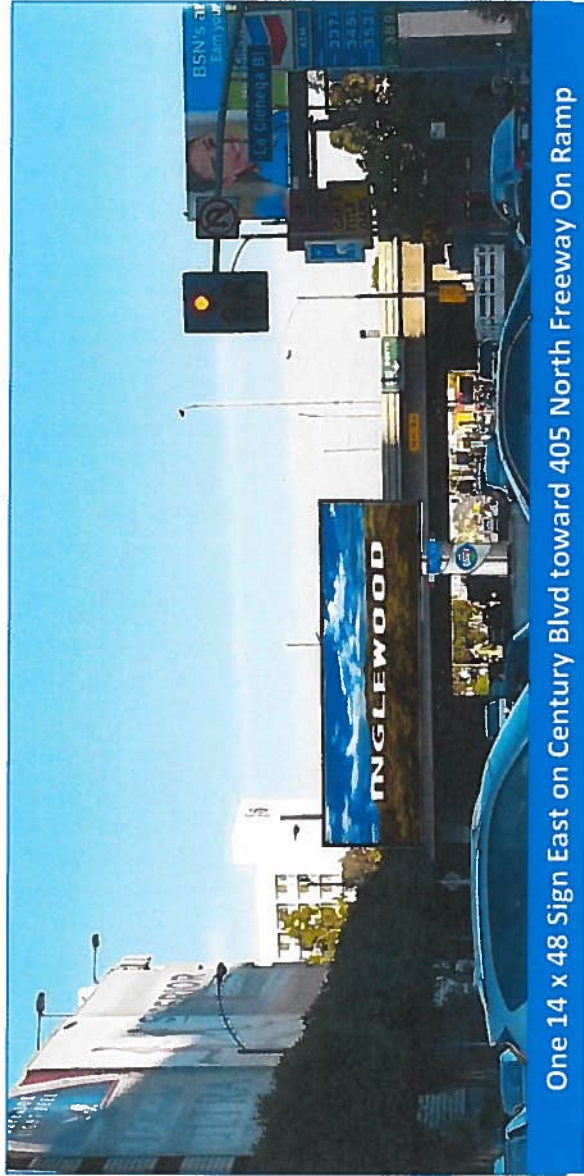
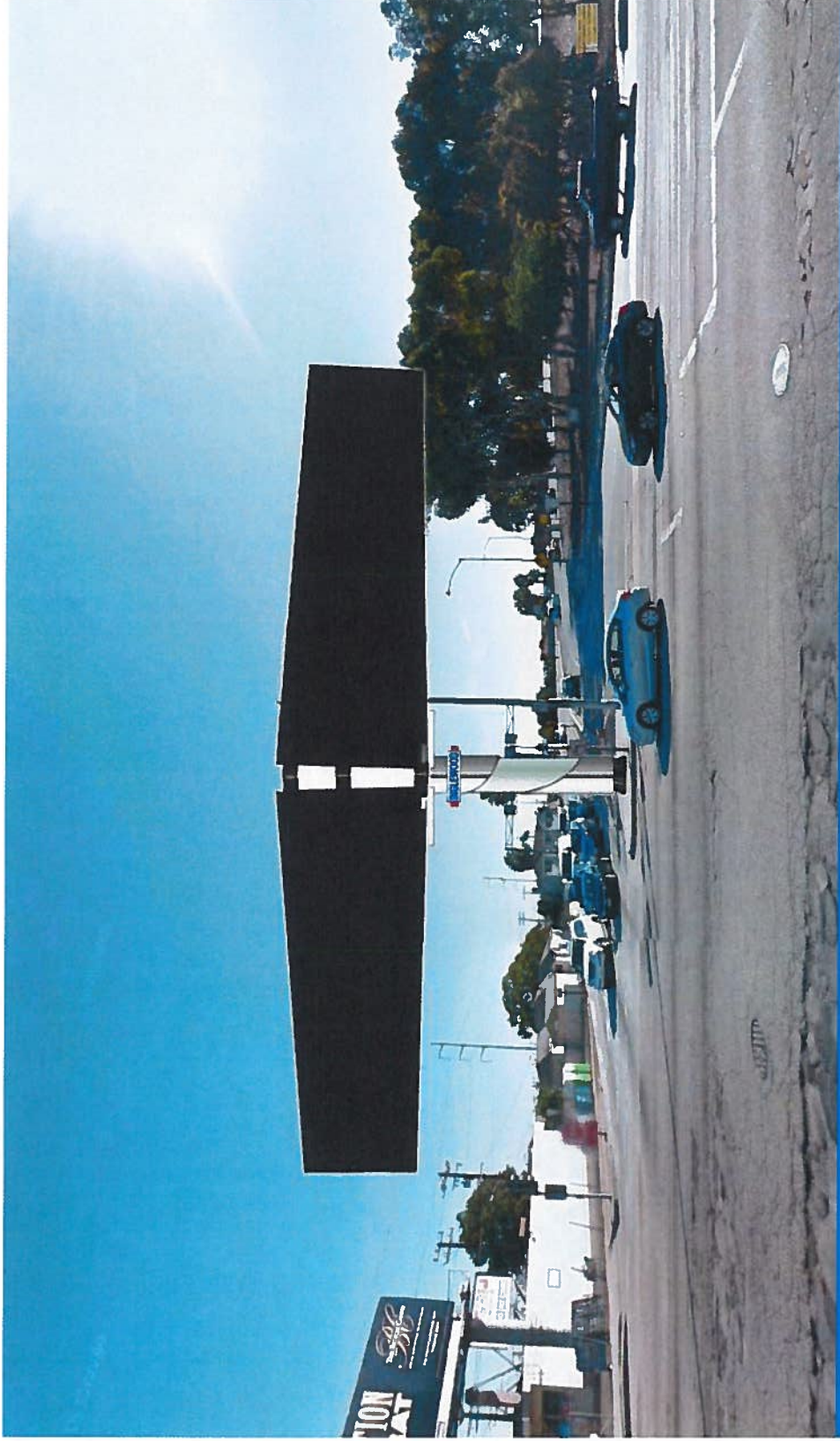


Exhibit B-2
Site 2: La Cienega - Freeway on/off ramp



Two 14 x 48 Signs at a slight angle facing north & south traffic on La Cienega

Exhibit B-3 Site 3: Century Blvd / East Side of 405



OR

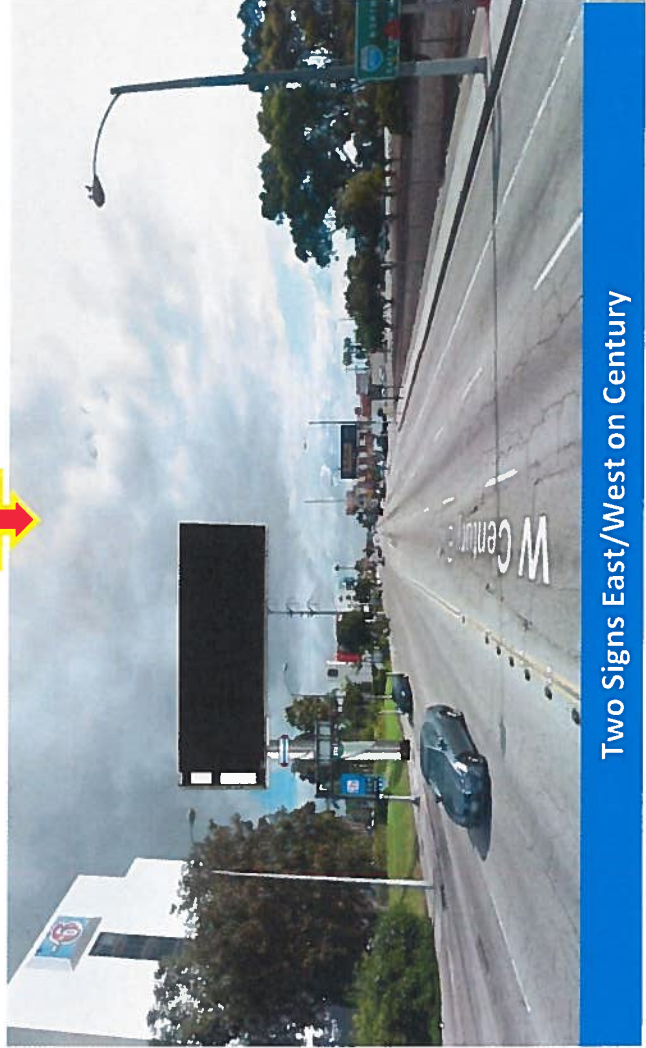
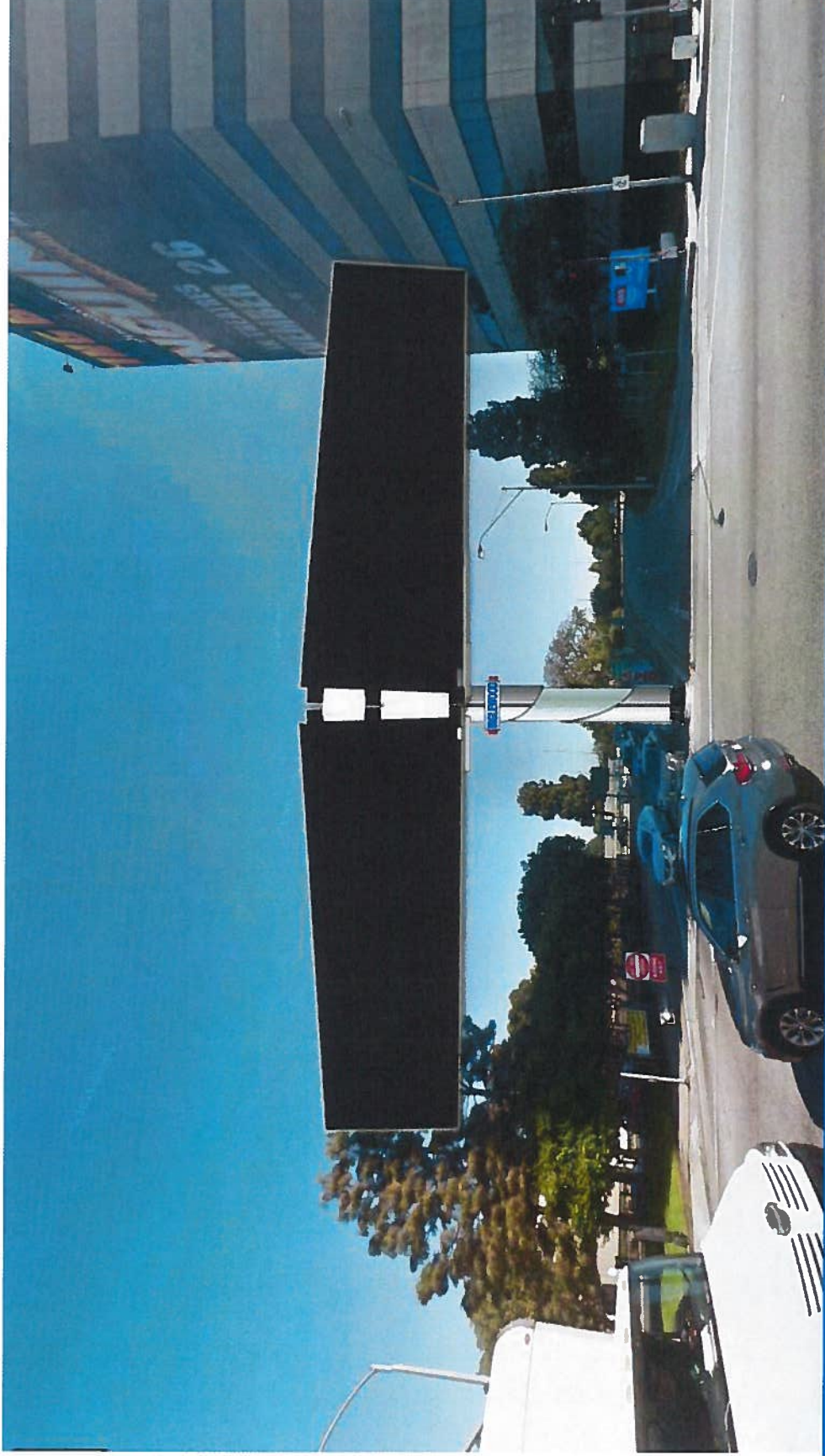


Exhibit B-4
Site 4: Century Blvd-East - Frwy on/off ramp



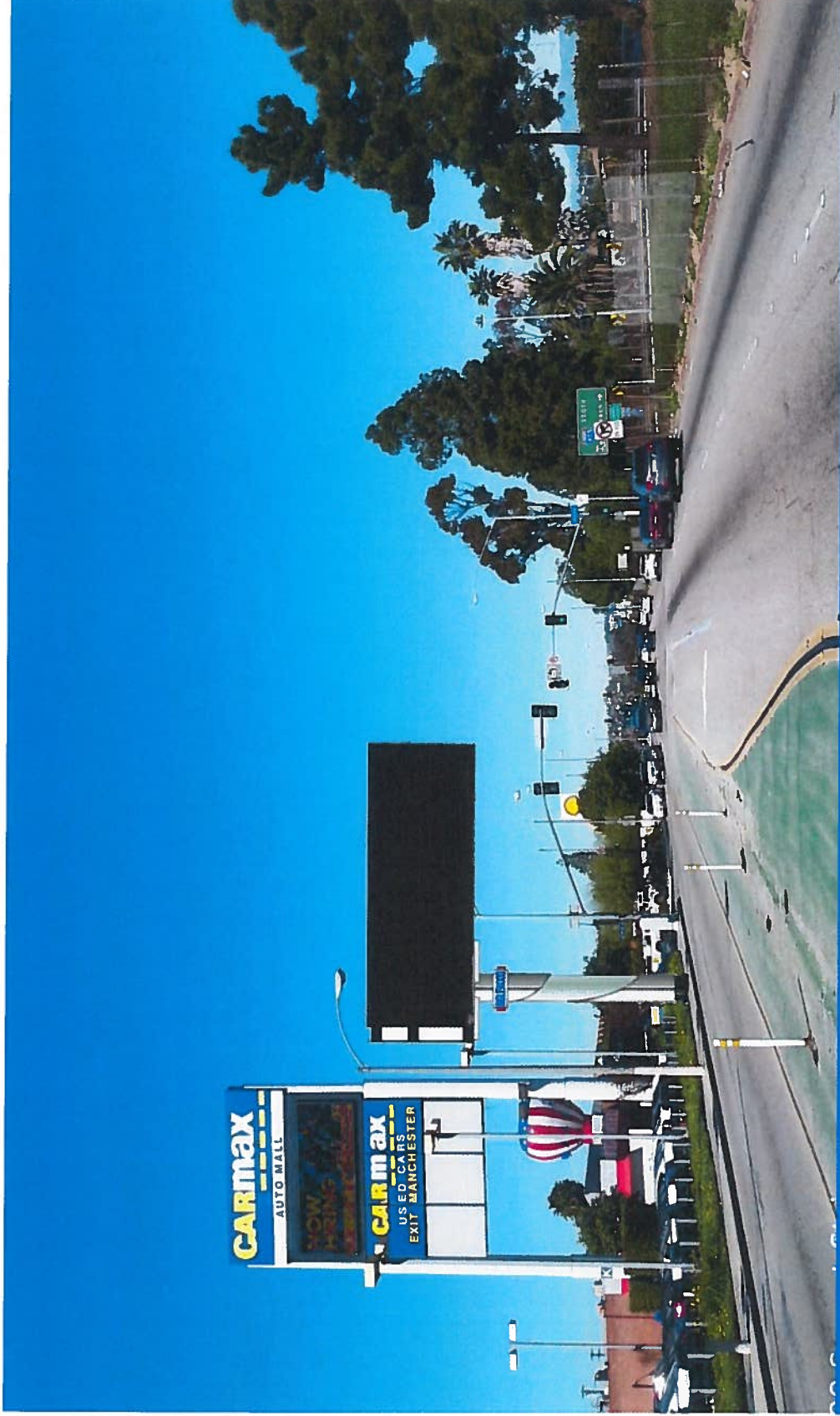
Two 14 x 48 Signs at a slight angle facing north & south traffic on Century Blvd

Exhibit B-5
Site 5: Manchester & Ash Ave- Frwy on/off ramp



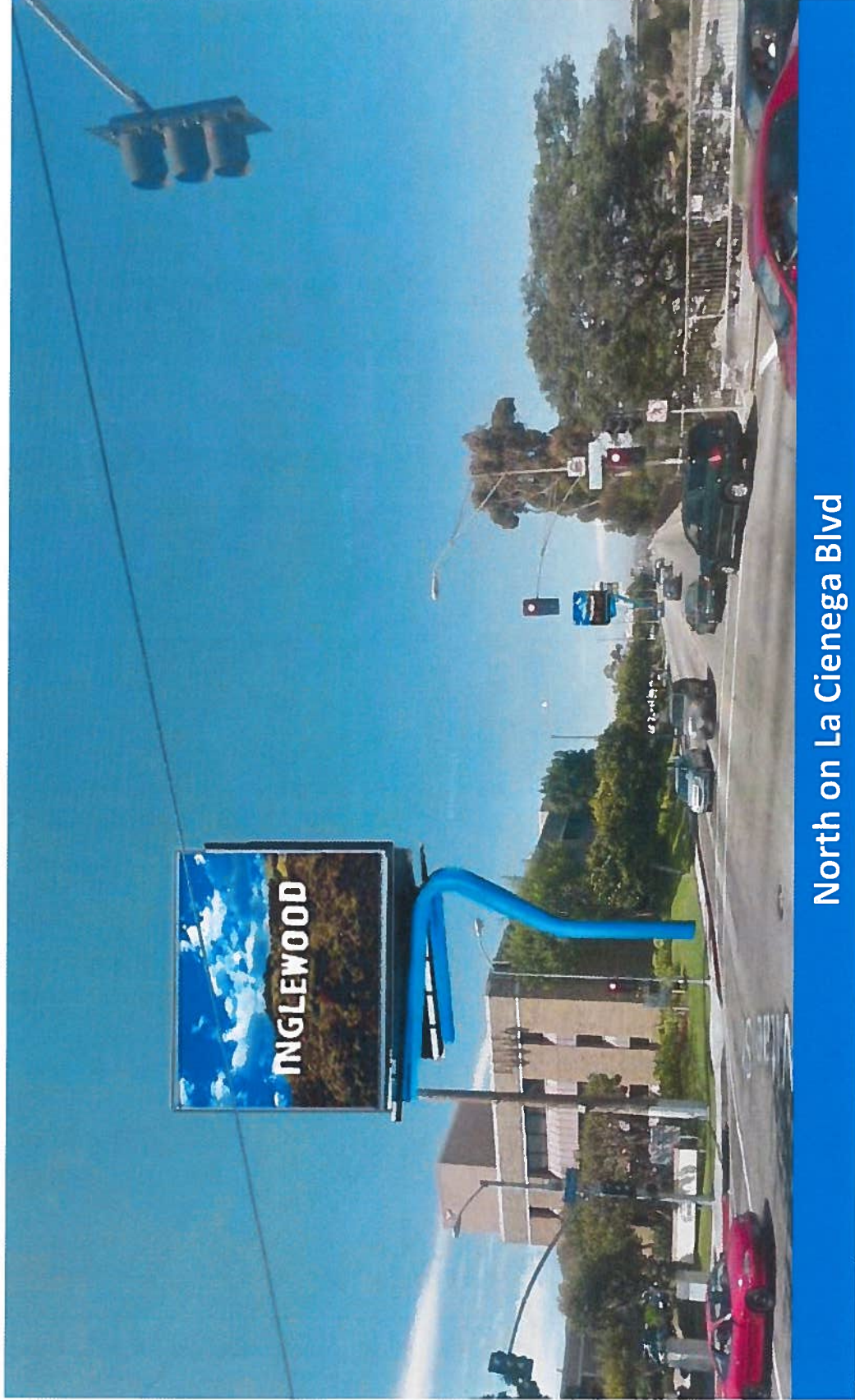
Two 14 x 48 Signs at a slight angle facing east & west traffic on Manchester Blvd

Exhibit B-6
Site 6: La Cienega & Olive Ave



Two 14 x 48 Signs facing north & south traffic on La Cienega Blvd

Exhibit B-7
Site 7: 8901 - 9133 S La Cienega Blvd



North on La Cienega Blvd

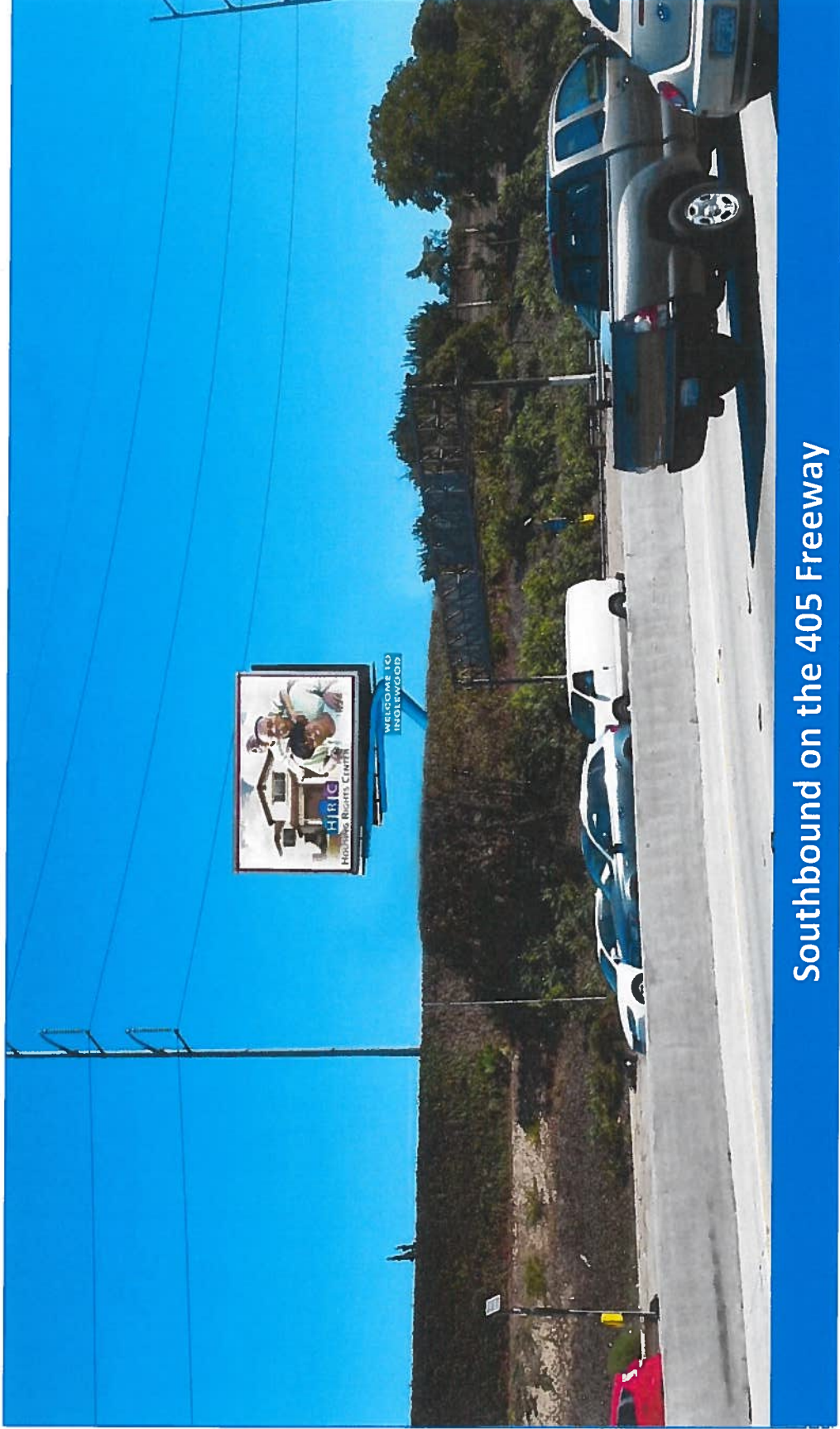
Exhibit B-8

Site 8: 8901 - 9133 S La Cienega Blvd



South on La Cienega Blvd

**Exhibit B-9
Site 9: Ash Park - 201 Ash Ave**



Southbound on the 405 Freeway

Exhibit B-10
Site 11: Century & 405 Frwy/East Side



Northbound on the 405 Freeway - East Side

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044, (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # 2015101008

Project Title: Wow Media, Inc. Billboard Agreement

Lead Agency: City of Inglewood Contact Person: Christopher E. Jackson, Sr.
Street Address: One West Manchester Boulevard, 4th Floor Phone: 310.412.5230
City: Inglewood Zip: 90301 County: Los Angeles

Project Location: County: Los Angeles City/Nearest Community: Inglewood
Cross Streets: Various locations along/within proximity of I-405 from Century Boulevard to Manchester Boulevard Zip Code: 91711
Lat./Long.: Various N / W Total Acres: NA
Assessor's Parcel No.: Various Section: Various Twp: Range: Base:
Within 2 miles: State Hwy. #: I-405 Waterways: n/a
Airports: LAX Railways: Metro Schools: Various

Document Types:

- CEQA: [] NOP [] Draft EIR [] Early Cons [] Supplement/Subsequent EIR [] Neg Dec [] Mit Neg Dec
NEPA: [] NOI [] EA [] Draft EIS [] FONSI
OTHER: [] Joint Document [] Final Document [] Other:

Local Action Type:

- [] General Plan Update [] Specific Plan [] Rezone [] Annexation
[] General Plan Amendment [] Master Plan [] Prezone [] Redevelopment
[] General Plan Element [] Planned Unit Development [] Use Permit [] Coastal Permit
[] Community Plan [] Site Plan [] Land Division (Subdivision, etc.) [X] Other: Billboard Agreement

Development Type:

- [] Residential: Units Acres Water Facilities: Type MGD
[] Office Sq. Ft. Acres Employees Transportation: Type
[] Commercial: Sq. Ft. Acres Employees Mining: Mineral
[] Industrial: Sq. Ft. Acres Employees Power: Type MW
[] Educational: Waste Treatment: Type MGD
[] Recreational: Hazardous Waste: Type
[X] Other: 10 new digital billboard

Project Issues Discussed in Document:

- [X] Aesthetic/Visual [] Fiscal [X] Recreation/Parks [X] Vegetation
[X] Agricultural Land [X] Flood Plain/Flooding [X] Schools/Universities [X] Water Quality
[X] Air Quality [X] Forest Land/Fire Hazard [X] Septic Systems [X] Water Supply/Groundwater
[X] Archaeological/Historical [X] Geologic/Seismic [X] Sewer Capacity [X] Wetland/Riparian
[X] Biological Resources [X] Minerals [X] Soil Erosion/Compaction/Grading [X] Wildlife
[] Coastal Zone [X] Noise [X] Solid Waste [] Growth Inducing
[X] Drainage/Absorption [X] Population/Housing Balance [X] Toxic/Hazardous [X] Land Use
[] Economic/Jobs [X] Public Services/Facilities [X] Traffic/Circulation [X] Cumulative Effects
[] Other:

Present Land Use/Zoning/General Plan Designation: Land Uses: roadway right-of-way, vacant, lawn area; General Plan Land Use Designations: Commercial Recreation, Commercial, Industrial, and Open Space; Zoning Designations:C-2A Airport Commercial, C-3 Heavy Commercial, M-1 Light Manufacturing, O-S Open Space

Project Description: The proposed project consists of a Billboard Agreement between the City of Inglewood and WOW Media, Inc. (the project applicant) to allow for the installation of 10 digital billboard displays in generally designated areas of the City.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X."
 If you have already sent your document to the Agency, please denote with an "S."

- | | | | |
|-------------------------------------|--|--------------------------|---|
| <input checked="" type="checkbox"/> | Air Resources Board | <input type="checkbox"/> | Office of Historic Preservation |
| <input type="checkbox"/> | Boating & Waterways, Department of | <input type="checkbox"/> | Office of Public School Construction |
| <input checked="" type="checkbox"/> | California Highway Patrol | <input type="checkbox"/> | Parks & Recreation |
| <input checked="" type="checkbox"/> | Caltrans District # <u>7</u> | <input type="checkbox"/> | Pesticide Regulation, Department of |
| <input type="checkbox"/> | Caltrans Division of Aeronautics | <input type="checkbox"/> | Public Utilities Commission |
| <input type="checkbox"/> | Caltrans Planning (Headquarters) | <input type="checkbox"/> | Reclamation Board |
| <input type="checkbox"/> | Coachella Valley Mountains Conservancy | <input type="checkbox"/> | Regional WQCB # _____ |
| <input type="checkbox"/> | Coastal Commission | <input type="checkbox"/> | Resource Agency |
| <input type="checkbox"/> | Colorado River Board | <input type="checkbox"/> | SF Bay Conservation & Development Commission |
| <input type="checkbox"/> | Conservation, Department of | <input type="checkbox"/> | San Gabriel & Lower L.A. Rivers and Mountains Conservancy |
| <input type="checkbox"/> | Corrections, Department of | <input type="checkbox"/> | San Joaquin River Conservancy |
| <input type="checkbox"/> | Delta Protection Commission | <input type="checkbox"/> | State Lands Commission |
| <input type="checkbox"/> | Education, Department of | <input type="checkbox"/> | SWRCB: Clean Water Grants |
| <input type="checkbox"/> | Energy Commission | <input type="checkbox"/> | SWRCB: Water Quality |
| <input type="checkbox"/> | Fish & Wildlife Region # _____ | <input type="checkbox"/> | SWRCB: Water Rights |
| <input type="checkbox"/> | Food & Agriculture, Department of | <input type="checkbox"/> | Tahoe Regional Planning Agency |
| <input type="checkbox"/> | Forestry & Fire Protection | <input type="checkbox"/> | Toxic Substances Control, Department of |
| <input type="checkbox"/> | General Services, Department of | <input type="checkbox"/> | Water Resources, Department of |
| <input type="checkbox"/> | Health Services, Department of | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> | Housing & Community Development | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> | Integrated Waste Management Board | | |
| <input checked="" type="checkbox"/> | Native American Heritage Commission | | |
| <input type="checkbox"/> | Office of Emergency Services | | |

Local Public Review period (to be filled in by lead agency):

Starting Date: October 2, 2015 Ending Date: November 2, 2015

Lead Agency (complete if applicable):

Consulting Firm:	<u>PlaceWorks</u>	Applicant:	<u>Scott Krantz</u>
Address:	<u>3 MacArthur Place, Suite 1100</u>	Address:	<u>10680 W. Pico Blvd., Suite 300</u>
City/State/Zip:	<u>Santa Ana, CA 92707</u>	City/State/Zip:	<u>Los Angeles, CA 90064</u>
Contact:	<u>Nicole Morse, Associate Principal</u>	Phone:	_____
Phone:	<u>714.966.9220</u>		

Signature of Lead Agency Representative:  Date: October 1, 2015

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.



CITY OF INGLEWOOD



Notice of Intent to Adopt a Mitigated Negative Declaration

The City of Inglewood (City) has completed an Initial Study for a Billboard Agreement with WOW Media Inc. The Initial Study was completed in accordance with the California Environmental Quality Act (CEQA, California Public Resources Code Sections 21000 et seq.), and State CEQA Guidelines (California Code of Regulations Sections 15000 et seq.).

The City, as Lead Agency, intends to adopt a Mitigated Negative Declaration (MND) for the project. The accompanying Initial Study determines that implementation of the proposed Billboard Agreement with WOW Media Inc. would not have a significant impact on the environment after incorporation of mitigation measures.

PROJECT TITLE WOW Media, Inc. Billboard Agreement

PROJECT LOCATION The project consists of ten locations along the I-405 between Century Boulevard and Manchester Boulevard in the City of Inglewood, California (see enclosed map). Four of the locations are on city property, four are within Caltrans right-of-way, and two are on private property. Signs may be installed within 200 feet of the locations identified below:

ORIGINAL FILED

OCT 01 2015

LOS ANGELES COUNTY CLERK

- Location 1: Century Boulevard and I-405 – center divider of Century Boulevard
- Location 2: La Cienega Boulevards and 97th Street – freeway on-/off-ramp
- Location 3: Century Boulevard – east overhang
- Location 4: Century Boulevard – east freeway on-/off-ramp
- Location 5: Manchester Boulevard and Ash Avenue – freeway on-/off-ramp
- Location 6: La Cienega Boulevard and Olive Avenue
- Location 7: 8901-9133 S. La Cienega Boulevard
- Location 8: 8901-9133 S. La Cienega Boulevard
- Location 9: 201 Ash Avenue – Ash Park
- Location 10: Century Boulevard and I-405 – east

PROJECT DESCRIPTION Billboard Agreement between the City of Inglewood and WOW Media, Inc. to allow for the installation and operation of 10 digital billboard displays.

PUBLIC REVIEW PERIOD: Pursuant to CEQA Guidelines Section 15082, responsible and trustee agencies and other interested parties, including members of the public, must submit any comments in response to this notice no later than 30 days after receipt. The Notice of Intent (NOI) and accompanying Initial Study are available for a 30-day public review period beginning October 2, 2015 to November 2, 2015.

NOTICE OF PUBLIC MEETING: The Inglewood City Council will hold a public meeting to determine whether or not to adopt the Mitigated Negative Declaration and whether or not to enter into a Billboard Agreement with WOW Media, Inc. The meeting will be held on Tuesday, November 3, 2015 at 7:00 PM in the City Council Chamber, Ninth Floor, Inglewood City Hall, One Manchester Boulevard, Inglewood, CA 90301.

DOCUMENT AVAILABILITY: A copy of the MND is available commencing on Friday, October 2, 2015 for public review at the Economic and Community Development Department, fourth floor of City Hall, One West Manchester Blvd, Inglewood, CA 90301 or via email request to cejackson@cityofinglewood.org. The public review period will close on Monday, November 2, 2015 at 5:30pm.



CITY OF INGLEWOOD



CASE PLANNER:

Any questions regarding this project should be directed to Christopher E. Jackson, Sr., Senior Economic and Community Development Manager at (310) 412-5230 or cejackson@cityofinglewood.org.

DATE NOTICE MAILED:

Thursday, October 1, 2015

VICINITY MAP:

See below.



Los Angeles County Registrar / Recorder
12400 Imperial Highway, Norwalk, CA
(800)201-6999

Business Filings

NORWALK

Cashier: M. FISHER



Thursday, October 01, 2015 3:37 PM

Item(s)

<u>Fee</u>	<u>Qty</u>	<u>Total</u>
NoI - County Fee 2015253401	1	\$75.00

Total **\$75.00**

Total Documents: 1

Customer payment(s):

Credit Card \$75.00

October 2015 | Initial Study

WOW MEDIA INC. BILLBOARD AGREEMENT

for City of Inglewood

Prepared for:

Client

Contact: Christopher E. Jackson, Sr.
Senior Economic and Community Development Manager
Economic and Community Development Department
One West Manchester Boulevard, 4th Floor
Inglewood, California 90301
310.412.5230

Prepared by:

PlaceWorks

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www.placeworks.com



Table of Contents

Section	Page
1. INTRODUCTION.....	1
1.1 PROJECT LOCATION.....	1
1.2 ENVIRONMENTAL SETTING.....	1
1.3 PROJECT DESCRIPTION.....	7
1.4 CITY ACTION REQUESTED.....	8
2. ENVIRONMENTAL CHECKLIST.....	9
2.1 BACKGROUND.....	9
2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED.....	10
2.3 DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY).....	10
2.4 EVALUATION OF ENVIRONMENTAL IMPACTS.....	11
3. ENVIRONMENTAL ANALYSIS.....	19
3.1 AESTHETICS.....	19
3.2 AGRICULTURE AND FORESTRY RESOURCES.....	23
3.3 AIR QUALITY.....	24
3.4 BIOLOGICAL RESOURCES.....	28
3.5 CULTURAL RESOURCES.....	30
3.6 GEOLOGY AND SOILS.....	32
3.7 GREENHOUSE GAS EMISSIONS.....	34
3.8 HAZARDS AND HAZARDOUS MATERIALS.....	37
3.9 HYDROLOGY AND WATER QUALITY.....	41
3.10 LAND USE AND PLANNING.....	44
3.11 MINERAL RESOURCES.....	45
3.12 NOISE.....	45
3.13 POPULATION AND HOUSING.....	49
3.14 PUBLIC SERVICES.....	49
3.15 RECREATION.....	50
3.16 TRANSPORTATION/TRAFFIC.....	51
3.17 UTILITIES AND SERVICE SYSTEMS.....	53
3.18 MANDATORY FINDINGS OF SIGNIFICANCE.....	54
4. REFERENCES.....	57
5. LIST OF PREPARERS.....	59
LEAD AGENCY.....	59
PLACEWORKS.....	59

APPENDICES

- Appendix A MOU with WOW Media, Inc. to Enter into a Billboard Agreement
Appendix B Air Quality and Greenhouse Gas Background and Modeling Data

Abbreviations and Acronyms

AAQS	ambient air quality standards
AB	Assembly Bill
ACM	asbestos-containing materials
ADT	average daily traffic
amsl	above mean sea level
AQMP	air quality management plan
AST	aboveground storage tank
BAU	business as usual
bgs	below ground surface
BMP	best management practices
CAA	Clean Air Act
CAFE	corporate average fuel economy
CalARP	California Accidental Release Prevention Program
CalEMA	California Emergency Management Agency
Cal/EPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
Cal/OSHA	California Occupational Safety and Health Administration
CalRecycle	California Department of Resources, Recycling, and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDE	California Department of Education
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
cfs	cubic feet per second
CGS	California Geologic Survey
CMP	congestion management program
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level

Abbreviations and Acronyms

MPO	metropolitan planning organization
MT	metric ton
MWD	Metropolitan Water District of Southern California
NAHC	Native American Heritage Commission
NO _x	nitrogen oxides
NPDES	National Pollution Discharge Elimination System
O ₃	ozone
OES	California Office of Emergency Services
PM	particulate matter
POTW	publicly owned treatment works
ppm	parts per million
PPV	peak particle velocity
RCRA	Resource Conservation and Recovery Act
REC	recognized environmental condition
RMP	risk management plan
RMS	root mean square
RPS	renewable portfolio standard
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SIP	state implementation plan
SLM	sound level meter
SoCAB	South Coast Air Basin
SO _x	sulfur oxides
SQMP	stormwater quality management plan
SRA	source receptor area [or state responsibility area]
SUSMP	standard urban stormwater mitigation plan
SWP	State Water Project
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminants
TNM	transportation noise model

1. Introduction

The proposed project consists of a Billboard Agreement (Agreement) between the City of Inglewood and WOW Media, Inc. (the project applicant); the Agreement would allow for the installation of 10 digital billboard displays in generally designated areas of the City. The City of Inglewood, as lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA) to determine if approval of the discretionary actions requested and subsequent development would have a significant impact on the environment. As defined by Section 15063 of the CEQA Guidelines, an Initial Study is prepared primarily to provide the lead agency with information to use as the basis for determining whether an environmental impact report (EIR), Negative Declaration, or Mitigated Negative Declaration (MND) would be appropriate for providing the necessary environmental documentation and clearance for the proposed project. This Initial Study has been prepared to support the adoption of an MND.

1.1 PROJECT LOCATION

Figures 1, *Regional Location*, and 2, *Local Vicinity and Billboard Locations*, show the general location of the proposed billboard sites within the regional and local contexts of Los Angeles County and the City of Inglewood, respectively. As shown in Figure 2, the proposed billboard sites would generally occur along or within proximity of the portion of Interstate 405 (I-405) that falls within the City's boundary, from Century Boulevard to Manchester Boulevard. The City is approximately seven miles southwest of downtown Los Angeles and is surrounded by the unincorporated Los Angeles County communities of Ladera Heights and View-Park Windsor Hills to the north; City of Hawthorne and unincorporated Los Angeles County community of Lennox to the south; Los Angeles International Airport (LAX) to the west; and City of Los Angeles and unincorporated Los Angeles County community of Westmont to the east (see Figure 1).

1.2 ENVIRONMENTAL SETTING

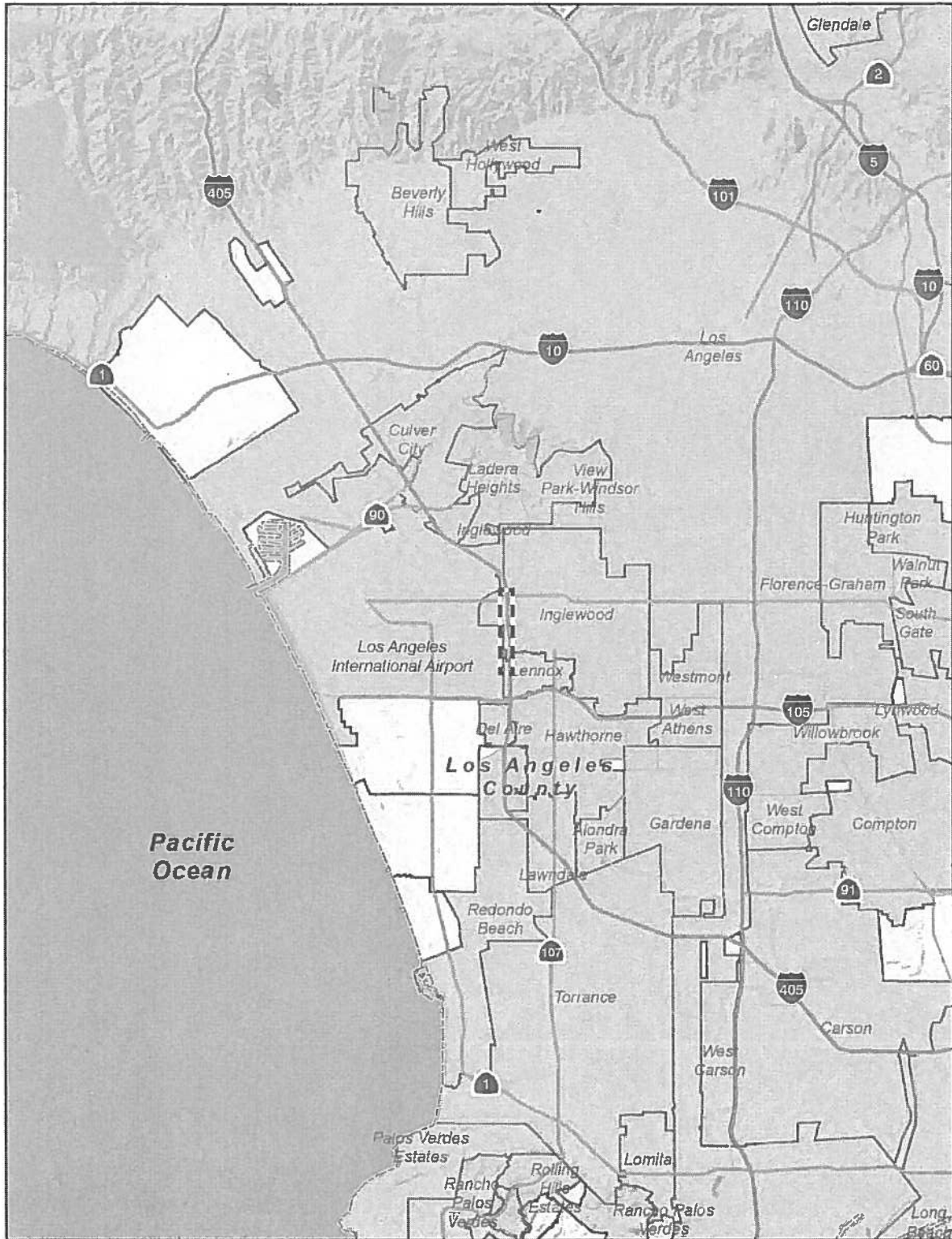
1.2.1 Existing Land Use

The proposed billboard sites would occur on City owned property, California Department of Transportation (Caltrans) right-of-way, and on private property. The existing land uses for each of the proposed billboard sites consist of hardscape or vacant land with minimal landscape improvements.

1.2.2 Surrounding Land Use

The uses surrounding the proposed billboard sites vary; they include major roadways and I-405 right-of-way, as well as a mix of residential, commercial, office, industrial, hotel and park/open space uses.

Figure 1 - Regional Location
1. Introduction



 Project Site Boundary

Source: ESRI, 2015

0  3
Scale (Miles)



PlaceWorks

Figure 2 - Local Vicinity and Billboard Locations
1. Introduction



The signs would be installed at or within 200 feet of the locations identified in Exhibits A-1 through A-6 (provided in Appendix A of this Initial Study) and listed below:

- ① Location 1: Century Boulevard and I-405 – center divider of Century Boulevard (City right-of-way)
- ② Location 2: La Cienega Boulevards and 97th Street – freeway on/off-ramp (Caltrans right-of-way)
- ③ Location 3: Century Boulevard – east overhang (City right-of-way)
- ④ Location 4: Century Boulevard – east freeway on/off-ramp (Caltrans right-of-way)
- ⑤ Location 5: Manchester Boulevard and Ash Avenue – freeway on/off-ramp (Caltrans right-of-way)
- ⑥ Location 6: La Cienega Boulevard and Olive Avenue (City right-of-way)
- ⑦ Location 7: 8901-9133 S. La Cienega Boulevard (private property)
- ⑧ Location 8: 8901-9133 S. La Cienega Boulevard (private property)
- ⑨ Location 9: 201 Ash Avenue – Ashwood Park (City property)
- ⑩ Location 10: Century Boulevard and I-405 – east (Caltrans right-of-way)



1. Introduction

1.3 PROJECT DESCRIPTION

The proposed project consists of a Billboard Agreement (Agreement) between the City of Inglewood and WOW Media, Inc. (the project applicant); the Agreement would allow for the installation of 10 digital billboard displays in generally designated areas of the City (locations listed below). All of the billboard signs would be double faced with the exception of billboard Location 1 which would have a single face design. The maximum sign face would be 672 square feet.

The digital billboard displays would generally be placed within existing roadway medians, adjacent to public sidewalks fronting onto major streets, vacant land, or on private property. Specifically, the signs would be installed at or within 200 feet of the locations identified in Exhibits A-1 through A-6 (provided in Appendix A of this Initial Study) and described below. Once the exact location of the sign is determined the City shall not allow any new billboards within a 1,000 foot radius of that sign.

- **Billboard Location 1:** Century Boulevard and I-405 – center divider of Century Boulevard (City right-of-way)
- **Billboard Location 2:** La Cienega Boulevards and 97th Street – freeway on-/off-ramp (Caltrans right-of-way)
- **Billboard Location 3:** Century Boulevard – east overhang (City right-of-way)
- **Billboard Location 4:** Century Boulevard – east freeway on-/off-ramp (Caltrans right-of-way)
- **Billboard Location 5:** Manchester Boulevard and Ash Avenue – freeway on-/off-ramp (Caltrans right-of-way)
- **Billboard Location 6:** La Cienega Boulevard and Olive Avenue (City right-of-way)
- **Billboard Location 7:** 8901-9133 S. La Cienega Boulevard (private property)
- **Billboard Location 8:** 8901-9133 S. La Cienega Boulevard (private property)
- **Billboard Location 9:** 201 Ash Avenue – Ashwood Park (City property)
- **Billboard Location 10:** Century Boulevard and I-405 – east (Caltrans right-of-way)

Installation of the digital billboard displays would require compliance with federal, state and local rules and regulations, inclusive of compliance with the Outdoor Advertising Act and Regulations administered by the California Department of Transportation (Caltrans). Conceptual designs and locations have been identified; view simulations of the conceptual design and locations are provided in Appendix A of this Initial Study.

2. Environmental Checklist

2.1 BACKGROUND

1. **Project Title:** WOW Media, Inc. Billboard Agreement

2. **Lead Agency Name and Address:**
City of Inglewood
Economic and Community Development Department
One West Manchester Boulevard, 4th Floor
Inglewood, California 90301

3. **Contact Person and Phone Number:**
Christopher E. Jackson, Sr., Senior Economic and Community Development Manager
310.412.5230

4. **Project Location:** The proposed billboard sites would generally occur along or within proximity of the portion of Interstate 405 that falls within the City's boundary.

5. **Project Sponsor's Name and Address:**
WOW Media, Inc.
Attn: Scott Krantz
10680 W Pico Blvd Suite 300
Los Angeles, CA 90064

6. **General Plan Designation:** Commercial, Commercial Residential, Industrial, Open Space.

7. **Zoning:** C-2A Airport Commercial, C-3 Heavy Commercial, M-1 Light Manufacturing, O-S Open Space

8. **Description of Project:**
The proposed project consists of a Billboard Agreement between the City of Inglewood and WOW Media, Inc. to allow for the installation of 10 digital billboard displays in generally designated areas of the City. A detailed project description is included in Section 1.3, *Project Description*, above.

9. **Surrounding Land Uses and Setting:**
The uses surrounding the proposed billboard sites vary; they include major roadways and I-405 right-of-way, as well as a mix of residential, commercial, office, industrial, and park uses

10. **Other Public Agencies Whose Approval Is Required:**
Caltrans

2. Environmental Checklist

2.4 EVALUATION OF ENVIRONMENTAL IMPACTS

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

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

2. Environmental Checklist

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site				X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X

2. Environmental Checklist

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

3. Environmental Analysis

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

3.1 AESTHETICS

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

No Impact. The proposed project would allow for the installation of ten signs along the I-405 and associated off-ramps between Century Boulevard and Manchester Boulevard in highly urbanized areas. There are no scenic vistas in the project areas. The sign installations would occur in areas characterized by the freeway, freeway ramp and roadway right-of-ways, which are located near commercial, office, hotel, residential, and park uses. Views along this segment of the I-405 consist mainly of buildings and ornamental landscaping along major thoroughfares. Installation of the ten signs would not interrupt any scenic vista, therefore, no impact would occur.

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

No Impact. The proposed project is not located within a state scenic highway. There are no state scenic highways in the vicinity. The nearest designated State Scenic Highway to the project site is State Route 2 (SR-2, or the Angeles Crest Highway) approximately 20 miles northeast of the project site. The nearest eligible State Scenic Highway to the site is SR-1 starting at West Jefferson Boulevard, approximately 3.5 miles west of the site (Caltrans 2015). SR-110, the Pasadena Freeway or Arroyo Parkway, 10 miles northeast of the site, is a designated National Scenic Byway (USDOT 2012).

Additionally, the project would not damage any scenic resources including trees, rock outcroppings or historic buildings. Therefore project would not impact any scenic resources within a state scenic highway and no impact would occur.

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

Less Than Significant Impact With Mitigation Incorporated. The proposed project would allow for the installation of ten signs along the I-405 between Century Boulevard and Manchester Boulevard in highly urbanized areas. The character of each of the project areas are described below and represented on conceptual view simulations shown on Exhibits B-1 through B-10 in Appendix A.

- **Century Boulevard/I-405 Interchange (Locations 1, 3, 4, and 10):** Century Boulevard is the primary surface-street gateway to Los Angeles International Airport (LAX). Accordingly, the San Diego Freeway (I-405) interchange at Century Boulevard is a heavily-trafficked location. The character is one of a heavily

3. Environmental Analysis

Since the Billboard Agreement allows the final site location to be within 200 feet of the locations shown on Exhibits A-1 through A-6 and B-1 through B-10, the Location 9 could potentially be moved to the south corner of Ashwood Park. This location would place the billboard within 30 feet of residences which would substantially impact the visual character and result in a significant increase in nighttime light spillover or glare. Mitigation is required to ensure an adequate setback of 200 feet from residential uses (see Mitigation Measure AES-1).

Without implementation of any signage or illumination standards, the billboards have the potential to impact the visual character of all the areas and their surroundings. For example, a billboard that is significantly out of scale with its surroundings or has an extremely bright display affecting views and creating glare would degrade the character of an area. In order to minimize the potential aesthetic effects associated with this project, the applicant would be required to incorporate Mitigation Measure AES-1, meeting specific criteria including maximum sign area, height, distance from the nearest off-site sign and residential uses, and direction of the display face. These limitations would encourage uniformity and reduce proliferation and visual clutter. Compliance with these requirements would ensure that the new electronic signage is appropriately situated, scaled, and sized. Additionally, the illumination standards required by Mitigation Measures AES-2 and AES-3 would ensure that the sign is not excessively bright compared to day or nighttime ambient light levels. Therefore, impacts to the visual quality and character at and proximate to the affected off-site billboards would not be substantially degraded, and impacts would be less than significant with incorporation of Mitigation Measures AES-1 through AES-3.

Installation of the digital billboard displays would also require compliance with federal, state and local rules and regulations, inclusive of compliance with the Outdoor Advertising Act and Regulations administered by Caltrans, which establishes illumination standards for safety. For example, as outlined in Section 5226 of the Outdoor Advertising Act and Regulations, the regulation of advertising displays adjacent to any interstate highway or primary highway is necessary to promote the public safety, health, welfare, convenience and enjoyment of public travel; protect the public investment in such highways; preserve the scenic beauty of lands bordering on such highways; and ensure that information in the specific interest of the traveling public is presented safely and effectively (Caltrans 2014). Compliance with Caltrans regulations would be ensured through the City's and Caltrans review process.

Mitigation Measures

- AES-1 Prior to approval of the site plan for any billboard, the project applicant shall prepare and submit a Billboard Sign Plan for approval by the City Manager. The Billboard Sign Plan shall specify the sign area, height, distance from the nearest off-site sign and residential uses, and direction of the display face. The Billboard Sign Plan shall demonstrate that the sign design meets the following criteria:
- The sign shall be situated not to obscure any motorist views, traffic signalization or street directional signage;
 - Signs shall not exceed an area of 672 square feet per sign face or 35-feet in height from finished grade;

3. Environmental Analysis

Brightness controls requiring no greater than 0.3 foot-candles above ambient light would ensure that the signs would not generate a substantial increase in light or glare above ambient conditions. The illumination standards set forth in Mitigation Measure AES-2 would ensure that luminance values are consistent with the existing urban environment. With incorporation of mitigation measures, no significant impact would occur.

3.2 AGRICULTURE AND FORESTRY RESOURCES

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

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

No Impact. All of the proposed billboard sites are in urbanized areas of the City; none of sites or surrounding areas contains agricultural resources or is used for agricultural purposes. Additionally, according to California Resource Agency's Department of Conservation "Important Farmland Maps for Los Angeles County" (2008), no areas within the City (including the proposed billboard sites) are designated Farmland of Statewide Importance, Unique Farmland, or Farmland of Local Importance (DLRP 2009). Therefore, no impacts to farmland would occur and no mitigation measures are necessary.

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

No Impact. See response to Section 3.2(a), above.

Additionally, none of the proposed billboard sites are designated or zoned for agricultural use or subject to a Williamson Act contract. Furthermore, there are no designated agricultural land uses or Williamson Act contracts in use adjacent to or in proximity of the proposed billboard sites. Therefore, no impacts to agricultural zoning or a Williamson Act contract would occur as a result of the proposed project and no mitigation measures are necessary.

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

No Impact. Forest land is defined as "land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest

3. Environmental Analysis

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

No Impact. A consistency determination plays an important role in local agency project review by linking local planning and individual projects to the air quality management plan (AQMP). It fulfills the CEQA goal in informing decision makers of the environmental efforts of the project under consideration at an early enough stage to ensure that air quality concerns are fully addressed. It also provides the local agency with ongoing information as to whether they are contributing to clean air goals in the AQMP. The most recent adopted comprehensive plan is the 2012 AQMP, which was adopted on December 7, 2012.

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

Additionally, as demonstrated below in Sections 3.3(b) and (c), the regional emissions that would be generated by the construction and operational phases of the proposed project would be less than the SCAQMD emissions thresholds and would therefore not be considered by SCAQMD to be a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Therefore, the proposed project would not affect the regional emissions inventory or conflict with strategies in the AQMP. Impacts would be less than significant and no mitigation measures are necessary.

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

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

Short-Term Air Quality Impacts

Although temporary, the proposed project's construction activities would result in the generation of air pollutants. These emissions would primarily be exhaust emissions from powered construction equipment, dust generated by construction activities, and motor vehicle emissions.

Construction activities associated with installation of the proposed digital billboard displays would generate air pollutants associated with construction equipment exhaust and fugitive dust from excavation, pouring of concrete, building of superstructures, and mounting of digital faces. Construction emissions were estimated using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2. It is anticipated that the 10 digital billboard displays would be installed in phases, with up to a maximum of four digital billboard displays being constructed concurrently. Construction assumptions were based on the construction information provided for the electronic billboard display installed for The Forum in the City of Inglewood and

3. Environmental Analysis

thresholds. Therefore, the proposed project would not result in a cumulatively considerable net increase in criteria pollutants and impacts would be less than significant. No mitigation measures are necessary.

d) Expose sensitive receptors to substantial pollutant concentrations?

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

Localized significance thresholds (LSTs) are based on the California AAQS, which are the most stringent AAQS that have been established to provide a margin of safety in the protection of the public health and welfare. They are designed to protect those sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise.

Construction LSTs

Air pollutant emissions generated by the proposed project's construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 3 shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the SCAQMD's LSTs. The closest sensitive receptors are the single family residential units east of billboard Location 9 (see Figure 2, *Local Vicinity and Billboard Locations*). For the localized impact assessment, the worst-case scenario was evaluated, which would be at Location 9. As shown in Table 3, project-related construction activities would not exceed the LSTs. Therefore, localized impacts would be less than significant and no mitigation measures are necessary.

Table 3 Localized Construction Emissions

Source	Pollutants(lbs/day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
Maximum Daily Emissions for Installation of One Digital Billboard	22	10	1	1
SCAQMD =<1.00-acre LST	91	664	5.00	3.00
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2013.2.2., and SCAQMD, Localized Significance Methodology, 2006, October, Appendix A.

Notes: In accordance with SCAQMD methodology, only onsite stationary sources are included in the analysis. Construction LSTs are based on residential receptors within 82 feet (25 meters) in SRA 3.

¹ Construction information is based on the preliminary information provided in The Forum Design Initial Study (The Planning Center|DC&E 2012). Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers. Modeling also assumes a VOC of 100 g/L for paints pursuant to SCAQMD Rule 1113.

3. Environmental Analysis

surrounding areas from Google Earth maps, there is no suitable habitat for sensitive species on any of the sites, and no natural biological resources or communities exist on, adjacent to, or near the sites. Therefore, the proposed project would have no impact on or interfere with any species, habitat, natural community, riparian area, migratory fish or wildlife, or migratory wildlife corridor identified by any local, regional, state, or federal agency. No mitigation measures are necessary.

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

No Impact. See responses to Sections 3.4(a), above, and 3.4(c), below.

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

No Impact. Wetlands are defined under the federal Clean Water Act as land that is flooded or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that normally does support, a prevalence of vegetation adapted to life in saturated soils. Wetlands include areas such as swamps, marshes, and bogs. The National Wetlands Mapper, which is operated and maintained by the U.S. Fish and Wildlife Service (USFWS), does not show any federally-protected streams, wetlands, or other water bodies or any riparian habitat onsite, adjacent to, or within proximity of any of the proposed billboard sites (USFWS 2014a). Therefore, no impact to wetlands would occur and no mitigation measures are necessary.

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

No Impact. See responses to Sections 3.4(a) and 3.4(c), above. Additionally, implementation of the proposed project would not result in the removal of any trees. Therefore, no impact would occur and no mitigation measures are necessary.

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

No Impact. Implementation of the proposed project would not result in the removal of any trees. Therefore, no impact would occur and no mitigation measures are necessary.

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

No Impact. There are no adopted Habitat Conservation Plans or Natural Community Conservation Plans in the City of Claremont (USFWS 2014b; CDFG 2006). Therefore, no impact to any habitat conservation plan or natural community plan would occur as a result of the proposed project no mitigation measures are necessary.

3. Environmental Analysis

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

Less Than Significant Impact. See response to Section 3.5(b), above.

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

Less Than Significant Impact. There are no known human remains on or near any of the proposed billboard sites, and there are no cemeteries within the vicinity of the sites. Additionally, all of the proposed billboard sites are in urbanized areas of the City and have already been previously disturbed and developed; they have already been subject to similar construction and ground-disturbing activities that would be associated with installation of digital billboard displays. In addition, the proposed project would result in only minor localized grading activities (e.g., minimal soil disturbance) for installation of the pylon bases for the digital billboard displays. Therefore, the likelihood that human remains may be discovered during site clearing and grading activities is considered extremely low.

However, in the unlikely event that human remains are uncovered during ground-disturbing activities, California Health and Safety Code Section 7050.5 requires that disturbance of the site shall remain halted until the Los Angeles Coroner has conducted an investigation into the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner is required to make a determination within two working days of notification of the discovery of the human remains. If the coroner determines that the remains are not subject to his or her authority or if the coroner recognizes or has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.

Compliance with existing law regarding the discovery of human remains would reduce potential impacts to human remains to less than significant levels. No mitigation measures are necessary.

- e) **Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074?**

Less Than Significant Impact. See response to Section 3.5(b), above.

3. Environmental Analysis

iii) Seismic-related ground failure, including liquefaction?

No Impact. When soil liquefies, it loses strength needed for supporting overlying structures. The factors known to influence liquefaction potential include soil type and grain size, relative density, groundwater level, confining pressures, and intensity and duration of ground shaking. In general, materials that are susceptible to liquefaction are loose, saturated granular soils. Common effects of liquefaction include settlement of soil and of structures on or in soil, and horizontal landslides known as lateral spreading.

According to the California Geologic Survey's Seismic Hazards Zone map for the Inglewood Quadrangle, none of the proposed billboard sites are mapped within a zone of required investigation for liquefaction (CGS 1999). The only area of the City with a high susceptibility to liquefaction is the former water course of the Centinela Creek (CGS 1999). Therefore, no liquefaction potential is anticipated on any of the proposed billboard sites. No impacts would occur and no mitigation measures are necessary.

iv) Landslides?

No Impact. Landslides are the downslope movement of geologic materials. Landslides are not expected to occur on any of the proposed billboard sites, because the sites and surrounding areas are generally flat with gradual changes in elevation; there are no major slopes or bluffs on or adjacent to any of the sites. Additionally, according to the California Geologic Survey's Seismic Hazards Zone map for the Inglewood Quadrangle, none of the proposed billboard sites are mapped within a zone of required investigation for landslides (CGS 1999). Therefore, no impacts resulting from landslides would occur and no mitigation measures are necessary.

g) Result in substantial soil erosion or the loss of topsoil?

No Impact. Erosion is the movement of rock and soil from place to place, and is a natural process. Common agents of erosion in the project region include wind and flowing water. Significant erosion typically occurs on steep slopes where stormwater and high winds can carry topsoil down hillsides. Erosion can be increased greatly by earthmoving activities if erosion-control measures are not used.

Erosion is not expected to occur on any of the proposed billboard sites, because the sites and surrounding areas are generally flat with gradual changes in elevation; there are no major slopes or bluffs on or adjacent to any of the sites. Additionally, no areas of exposed soils would be present upon installation of the proposed digital billboard displays; all of the sites would be improved with paving. The proposed project would require a minimal amount of grading; therefore, no soil erosion or loss of topsoil is anticipated during grading activities. Soil erosion impacts from project-related grading and operational activities would be less than significant and no mitigation measures are necessary.

h) 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?

No Impact. See responses to Sections 3.6(a)(iii) and 3.6(a)(iv), above, and Section 3.6(i), below.

3. Environmental Analysis

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

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

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

Electricity required for operation of the 10 proposed digital billboard displays would result in an indirect increase in GHG emissions. Annual GHG emissions were calculated for construction and operation of the proposed project. Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for GHG emissions from the construction phase of the proposed project. Project-related GHG emissions are shown in Table 4.

Table 4 Project-Related GHG Emissions

Source	MTCO ₂ e/year	Percentage
Digital Signage Electricity Usage ¹	2,791	100%
Amortized Construction Emissions ²	2	<1%
Total Emissions	2,793	100%
SCAQMD's Bright-Line Threshold	3,000	NA
Exceeds Bright-Line Threshold?	No	NA

Source: CalEEMod Version 2013.2.2. Totals may not add up to 100 percent due to rounding.
Notes: MTCO₂e: metric tons of carbon dioxide-equivalent
¹ Based on annual electricity usage for Optec LED Displays (Young 2010).
² Total construction emissions of 58 MTCO₂e are amortized over 30 years per recommended SCAQMD methodology (SCAQMD 2010).

As shown in Table 4, the proposed project would generate 2,793 metric tons of carbon dioxide-equivalent (MTCO₂e) emissions annually. The total GHG emissions from the proposed project would be under the SCAQMD's proposed screening threshold of 3,000 MTCO₂e. Because the GHG emissions associated with the proposed project would not exceed SCAQMD's screening threshold, the project's cumulative contribution to GHG emissions is less than significant. Therefore, no impacts would occur and no mitigation measures are necessary.

specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see Final Statement of Reasons for Regulatory Action, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

3. Environmental Analysis

3.8 HAZARDS AND HAZARDOUS MATERIALS

- a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

Less Than Significant Impact. The term “hazardous material” can be defined in different ways. For purposes of this environmental document, the definition of “hazardous material” is the one outlined in the California Health and Safety Code, Section 25501:

Hazardous materials that, because of their quantity, concentration, or physical or chemical characteristics, pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the unified program agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

“Hazardous waste” is a subset of hazardous materials, and the definition is essentially the same as in the California Health and Safety Code, Section 25117, and in the California Code of Regulations, Title 22, Section 66261.2:

Hazardous wastes are those that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may either cause, or significantly contribute to an increase in mortality or an increase in serious illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Hazardous materials can be categorized as hazardous nonradioactive chemical materials, radioactive materials, and biohazardous materials (infectious agents such as microorganisms, bacteria, molds, parasites, viruses, and medical waste).

Exposure of the public or the environment to hazardous materials could occur through the following: improper handling or use of hazardous materials or hazardous wastes, particularly by untrained personnel; transportation accident; environmentally unsound disposal methods; and/or fire, explosion, or other emergencies. The severity of potential effects varies with the activity conducted, the concentration and type of hazardous material or wastes present, and the proximity of sensitive receptors.

Following is a discussion of the proposed project’s potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials during the construction and operational phases.

Project Construction

Construction activities of the proposed project would involve the use of small amounts of hazardous materials, such as fuels, lubricants, and greases in construction equipment. However, the materials used would not be in such quantities or stored in such a manner as to pose a significant safety hazard. These activities would also be short term or one time in nature, and construction workers would be trained in safe handling

3. Environmental Analysis

detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

The proposed billboard sites would occur on City owned property, Caltrans right-of-way, or on private property. None of the sites contain operational uses, buildings or structures; they consist of hardscape and landscape improvements associated with the area where the digital billboard displays would occur. Additionally, none of the proposed billboard sites are listed on any regulatory database. Therefore, no impacts would occur and no mitigation measures are necessary.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The proposed billboard sites are within the Los Angeles International Airport (LAX) airport land use plan. The proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures; therefore, the proposed project would not result in safety hazards on any of the proposed billboard sites as no persons would reside onsite.

The height and lighting of the proposed digital billboard displays would be required to conform to established FAA regulations, ensuring that the proposed project would not result in a safety hazard for people residing in the vicinity of the proposed billboard sites. For example, all proposed digital billboard displays would be required to comply with Federal Aviation Regulation (FAR) Part 77 of the Federal Aviation Administrations. FAR Part 77 regulates building height restrictions in the vicinities of airports to ensure structures and buildings do not adversely affect an airport or aeronautical operations, including interference with flight paths and procedures. In accordance with FAR Part 77 (Objects Affecting Navigable Space), Section 77.13(a), notice to FAA is required for any proposed structure more than 200 feet above ground level of the development site. None of the proposed digital billboard displays would exceed 35 feet in height; therefore, notification to FAA would not be required. Compliance with the FAA regulations would be ensured through the City's development review process. Therefore, no impacts would occur and no mitigation measures are necessary.

- 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. There are no private air strips on or near any of the proposed billboard sites. Therefore, no impacts would occur and not mitigation measures are necessary.

3. Environmental Analysis

- 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?**

No Impact. The proposed billboard sites would occur with the City's right-of-way or property, California Department of Transportation's right-of-way, or on private property. None of the sites contain operational uses, buildings or structures; they consist of hardscape and landscape improvements associated with the area where the digital billboard displays would occur. Additionally, none of the sites are identified as a Fire Hazard Severity Zone in Los Angeles County (Cal Fire 2007). Furthermore, there is no wildland vegetation on or near any of the proposed billboard sites. Therefore, implementation of the proposed project would not expose people or structures to hazards from wildland fires. No impacts would occur and no mitigation measures are necessary.

3.9 HYDROLOGY AND WATER QUALITY

- a) **Violate any water quality standards or waste discharge requirements?**

No Impact. The proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures. No aspects of the proposed project would result in a change in water quality or increase in water or wastewater discharges. Therefore, no impact would occur and no mitigation measures are necessary.

- b) **Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

No Impact. Installation of the billboards would not change the amount of pervious surfaces on any of the proposed billboards sites. Additionally, operation of the billboards would not require the use of water nor require any connections to municipal water supplies. Therefore, no impact to groundwater supplies would occur and no mitigation measures are necessary.

- c) **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.**

No Impact. Installation of the billboards would not change the amount of pervious surfaces on any of the proposed billboards sites nor alter the existing drainage pattern of the sites or areas surrounding the sites in a manner that would cause erosion or siltation impacts on- or offsite. Installation of the proposed billboard digital displays would involve minimal soil disturbance for installation of the pylon bases for the billboards and would not result in substantial erosion or siltation off-site. Therefore, impacts would be less than significant and no mitigation measures are necessary.

3. Environmental Analysis

or in an area designated by FEMA as being protected from 100-year floods by levees. Therefore, no impact would occur and no mitigation measures are necessary.

j) Inundation by seiche, tsunami, or mudflow?

No Impact. The following describes potential impacts to people and structures from seiches, tsunamis, and mudflows as a result of project implementation. As demonstrated below, the proposed project would not expose people or structures to inundation by seiche, tsunami, or mudflow.

Seiche

A seiche is a surface wave created when an enclosed inland water body is shaken, usually by an earthquake. Seiches are of concern relative to water storage facilities because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam or other artificial body of water.

There are no inland bodies of water close enough to the proposed billboard sites to pose a flood hazard due to a seiche. Additionally, the proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures. Therefore, no impact would occur and no mitigation measures are necessary.

Tsunami

A tsunami is a series of ocean waves caused by a sudden displacement of the ocean floor, most often due to earthquakes, but can also occur due to a landslide, volcanic eruption, or even by a large meteor hitting the ocean. An event such as an earthquake creates a large displacement of water resulting in a rise or mounding at the ocean surface that moves away from this center as a sea wave. Tsunamis generally affect coastal communities and low-lying (low-elevation) river valleys in the vicinity of the coast. Buildings closest to the ocean and near sea level are most at jeopardy from a tsunami.

The proposed billboard sites are at an elevation of approximately 92 feet above mean sea level (lowest elevation of one of the proposed billboard sites), approximately four miles (shortest distance of one of the proposed billboard sites) inland from the Pacific Ocean. Additionally, the proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures. Therefore, no impact would occur and no mitigation measures are necessary.

Mudflow

Mudflows (or debris flows) are fluid mass of rock, earth, and other debris saturated with water and with the consistency of wet cement. Mudflows are characteristic of steep, sparsely vegetated slopes under heavy rainfall. They develop when water rapidly accumulates in the ground, such as during heavy rainfall or rapid snowmelt, changing the earth into a flowing river or slurry of mud. Mudflows can move rapidly down slopes or through channels and can strike with little or no warning at avalanche speeds.

3. Environmental Analysis

the public investment in such highways; preserve the scenic beauty of lands bordering on such highways; and ensure that information in the specific interest of the traveling public is presented safely and effectively (Caltrans 2014). Compliance with Caltrans regulations would be ensured through the City's and Caltrans development review process. Therefore, the proposed project would not conflict with an adopted land use plan, policy, or regulation. No impact would occur and no mitigation measures are necessary.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. See response to Section 3.4(f), above.

3.11 MINERAL RESOURCES

a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

No Impact. The proposed billboard sites are in urbanized areas of the City; surrounding land uses include major roadways and I-405 right-of-way, as well as a mix of residential, commercial, office, industrial, and park uses. No locally or regionally important mineral resource recovery sites are on or near the proposed billboard sites. Additionally, none of the sites or surrounding areas supports mineral extraction operations. Furthermore, mining would be incompatible with the urban uses surrounding the sites; mining is also not a permitted use under the zoning designations of the sites. Therefore, no impact on mineral resources would occur and no mitigation measures are necessary.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. See response to Section 3.11(a), above.

3.12 NOISE

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact. The proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures; the proposed billboard sites would generally occur along or within proximity of the portion of I-405 that falls within the City's boundary. Implementation of the proposed project would not generate new vehicle trips and therefore, would not result in new mobile-source noise.

Operation of the proposed digital billboard displays may generate noise from the LED components and associated equipment (such as cooling systems). However, any noise generated from the billboards would not be substantial in comparison to the traffic along surrounding roadways and the I-405, which is and will continue to be the primary noise source for the local ambient environment. As the proposed digital billboard displays would be an ancillary-contributing source of noise to the ambient noise environment, the proposed project would not expose people to noise levels in excess of established standards.

3. Environmental Analysis

Table 5 Vibration Levels from Construction Equipment at Nearest Vibration-Sensitive Receptors

Construction Equipment	Architectural Damage Threshold	Annoyance Threshold
	RMS Velocity at 75 Feet (in/sec) ¹	Vibration Levels at 75 Feet (VdB) ¹
Small Off-Road Equipment ²	0.0006	48
Caisson Drill	0.017	77
Loaded Trucks	0.015	76
Significance Threshold	0.2 in/sec	78 VdB
Exceeds Threshold?	No	No

Source: Based on reference levels and methodology from FTA 2006.

¹ RMS velocity calculated from vibration level using the reference of one microinch/second.

² Vibration levels from the listed off-road construction equipment are equivalent to vibration levels generated by a small bulldozer.

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

No Impact. See response to Section 3.12(a), above.

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

Less Than Significant Impact. Short-term project-related construction activities on the proposed billboard sites would periodically increase ambient noise levels in the vicinity of each site, but would subside once installation of each of the billboards is completed. The following evaluates noise from project-related construction activities.

Construction Vehicles

The transport of workers and equipment to the individual construction sites would incrementally increase noise levels along roadways that provide access to the sites. The primary access routes for construction vehicles would most likely be I-405, Century Boulevard, La Cienega Boulevard, and Manchester Boulevard. In comparison to the inherent traffic flows of thousands of daily vehicle trips along these roadways, the noise contribution from project-related construction worker trips to the ambient noise environment would be inconsequential. Therefore, noise impacts from construction-related truck traffic would be less than significant at noise-sensitive receptors along the construction routes and no mitigation measures are necessary.

Construction Equipment

Noise generated during construction is based on the type of equipment used, the location of the equipment relative to sensitive receptors, and the timing and duration of the noise-generating activities. Noise levels from construction activities are typically dominated by the loudest piece of construction equipment. Based on assumptions of the types of construction equipment that would be needed, installation of the proposed digital billboard displays would require at most, the use of a crane and boom truck. Noise levels from operation of these pieces of equipment at the nearest noise-sensitive receptors are shown in Table 6.

3. Environmental Analysis

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

No Impact. There are no private air strips on or near any of the proposed billboard sites. Therefore, no impacts would occur and no mitigation measures are necessary.

3.13 POPULATION AND HOUSING

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. No residential development is proposed under the project; therefore, the proposed project would not directly induce population growth in the area. Additionally, the proposed project would not require or result in the extension of utilities or roadways. The proposed project would generate a small number of short-term construction jobs; however, construction employment would be absorbed from the local labor force rather than attract new workers to the region. Therefore, no impact would occur and no mitigation measures are necessary.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. No housing exists on any of the proposed billboard sites. Implementation of the proposed project would not result (either directly or indirectly) in the displacement of housing or people. No impacts would occur and no mitigation measures are necessary.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. See response to Section 3.13(b), above.

3.14 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) Fire protection?

No Impact. The Los Angeles County Fire Department (LACFD) provides fire protection and emergency services in Inglewood; LACFD operates out of the four fire stations in the City. The proposed project includes the installation of digital billboard displays, which are unmanned and non-habitable structures and would not increase demands for fire protection and emergency medical services nor require the need for new or physically altered fire facilities. No impact would occur and no mitigation measures are necessary.

3. Environmental Analysis

3.16 TRANSPORTATION/TRAFFIC

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

No Impact. The proposed project includes the installation of digital billboard displays. With the exception of the temporary construction phase (i.e., installation of the proposed digital displays), no aspects of the proposed project's operation phase would result in the generation of any traffic. Installation of the proposed digital displays would generate small numbers of worker commute trips and heavy truck trips. However, the traffic generated during the construction phase would be minimal and would cease upon installation of each billboard.

The proposed project would also not result in the need for new or expanded pedestrian, bicycle, or public transit services or facilities. Additionally, the pylon bases for the proposed digital billboard displays would generally be placed within existing roadway medians, adjacent to public sidewalks fronting onto major streets, or on private property (see conceptual billboard locations identified in Exhibits A-1 through A-6, as provided in Appendix A). As shown in Exhibits A-1 through A-6, installation of the billboards would not interrupt or block public sidewalks or bicycle lanes adjacent to or surrounding the proposed billboard sites. Installation of the billboards would also not result in the interruption of or block access to public transit.

Based on the preceding, the proposed project would not create new demand on or result in an impact to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit. Therefore, no transportation impacts would occur and no mitigation measures are necessary.

- 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?**

No Impact. The Congestion Management Program (CMP) in effect in Los Angeles County was issued in 2010 by the Los Angeles County Metropolitan Transportation Authority (Metro). The CMP requires that the traffic impact of individual development projects of potential regional significance be analyzed. A specific system of arterial roadways plus all freeways comprise the CMP system. A total of 164 intersections are identified for monitoring on the system in Los Angeles County.

As noted above in Section 3.16(a), with the exception of the construction phase (i.e., installation of the proposed digital displays), no aspects of the proposed project's operation phase would not result in the generation of any traffic. The traffic generated during the construction phase would be minimal and would cease upon installation of each billboard. Therefore, the proposed project would not conflict with any CMP intersections or facilities. No impacts would occur and not mitigation measures are necessary.

3. Environmental Analysis

3.17 UTILITIES AND SERVICE SYSTEMS

- a) **Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?**

No Impact. The project would not generate any wastewater and therefore would not exceed any waste water treatment requirements. No impact would occur and no mitigation measures are necessary.

- b) **Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

No Impact. No aspects of the proposed project would result in a change of or increase in water or wastewater discharges; therefore, the proposed project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities. No impact would occur and no mitigation measures are necessary.

- c) **Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

No Impact. No aspects of the proposed project would result in the creation or contribution of runoff water into existing or planned storm water drainage systems. Therefore, the proposed project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities. No impact would occur and no mitigation measures are necessary.

- d) **Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**

No Impact. Operation of the billboards would not require the use of water or require any connections to municipal water supplies. Therefore, no impact to water supplies would occur and no mitigation measures are necessary.

- e) **Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

No Impact. See response to Section 3.17(a) and (b), above.

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

No Impact. With the exception of the construction phase (i.e., installation of the proposed digital billboard displays), no aspects of the proposed project's operation phase would result in the generation of solid waste. Installation of the billboard may briefly generate a small amount of solid waste during construction. However, solid waste generated during the construction phase would be minimal and would cease upon

3. Environmental Analysis

- 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.)

No Impact. No cumulatively considerable impacts are identified in this Initial Study.

- 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. Implementation of the Billboard Agreement has the potential to result in aesthetic/visual character and lighting impacts. Also the billboard at Location 9 has the potential to result in construction-related noise impact. All of these impacts have been reduced to less than significant through incorporation of Mitigation Measures AES-1 through AES-3 requiring design standards, setbacks, and illumination standards. With these mitigation measures, impacts would be less than significant.

4. References

- California Air Pollution Control Officers Association (CAPCOA). 2013. California Emissions Estimator Model (CalEEMod). Version 2013.2.2. Prepared by: ENVIRON International Corporation and the California Air Districts.
- California Air Resources Board (CARB). 2014a, August 22. Area Designations Maps/State and National. <http://www.arb.ca.gov/desig/adm/adm.htm>.
- . 2014b, May 15. First Update to the Climate Change Scoping Plan: Building on the Framework, Pursuant to AB 32, The California Global Warming Solutions Act of 2006, <http://www.arb.ca.gov/cc/scopingplan/document/updatescopingplan2013.htm>.
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- California Department of Transportation (Caltrans). Accessed 2015, September 30. California Scenic Highway Mapping System. http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm.
- California Department of Transportation (Caltrans). 2014. Outdoor Advertising Act and Regulations: 2014 Edition. http://www.dot.ca.gov/oda/download/ODA_Act_&_Regulations.pdf.
- California Department of Fish and Game (CDFG). 2006, July. California Regional Conservation Plans.
- California Department of Resources Recycling and Recovery (CalRecycle). 2015. Countywide, Regionwide, and Statewide Jurisdiction Diversion/Disposal Progress Report. <http://www.calrecycle.ca.gov/LGCentral/Reports/jurisdiction/diversiondisposal.aspx>.
- California Geologic Survey (CGS). 1999, March 25. State of California Seismic Hazard Zones: Inglewood Quadrangle Official Map, Released March 25, 1999. http://gmw.consrv.ca.gov/shmp/download/quad/INGLEWOOD/maps/ozn_inglw.pdf.
- . 1986, July 1. State of California Special Studies Zones: Inglewood Quadrangle Revised Official Map, Effective July 1, 1986. <http://gmw.consrv.ca.gov/shmp/download/quad/INGLEWOOD/maps/INGLEWOOD.PDF>.

5. List of Preparers

LEAD AGENCY

Christopher E. Jackson, Sr., Senior Economic and Community Development Manager,
Economic and Community Development Department
One West Manchester Boulevard, 4th Floor
Inglewood, California 90301

PLACEWORKS

Nicole Morse, Esq., Associate Principal

Jorge Estrada, Associate

Ryan Potter, Associate

Michael Milroy, Project Planner

Bob Mantey, Manager, Noise, Vibration, and Acoustics

John Vang, JD, Associate Planner, Air Quality and Greenhouse Gas Services

Cary Nakama, Graphic Artist

Appendix A MOU with WOW Media, Inc. to Enter into a Billboard Agreement



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER

Inglewood



DATE: July 7, 2015

TO: Mayor and Council Members

FROM: Economic and Community Development Department

SUBJECT: Memorandum of Understanding with WOW Media, Inc. to Enter into A
Billboard Agreement

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve and execute a Memorandum of Understanding with WOW Media, Inc. to enter into a Billboard Agreement.

BACKGROUND:

With the advent of the renovated Forum, the redevelopment of the Hollywood Park site, and the City of Champions Initiative, the City has been approached by various companies interested in entering into negotiations to facilitate agreements establishing media opportunities of various types. Most notable is the Super Graphic Agreements that were negotiated with Sky Posters, Inc., and Pearl Media LLC, in 2010 and a third in 2014. These agreements have resulted in significant revenue to the General Fund and have been used to augment the deficits that the City has experienced as a result of the most recent economic downturn.

DISCUSSION:

WOW Media, Inc., recently approached the City to discuss their proposal and desire to negotiate and enter into a Memorandum of Understanding (MOU) to facilitate further negotiations for a billboard agreement. The billboard agreement would allow for the installation of ten (10) billboard displays at generally designated locations within the City, and the non-exclusive right to subsequently amend such billboard agreements, or enter into new billboard agreements for purposes of adding additional billboard locations within the City.

The MOU contemplates 10 generally designated billboard locations and establishes a one-time signing bonus of up to \$1,900,000. The MOU also establishes a forty percent (40%) gross media payment for media revenue and establishes a minimum monthly payment from \$5,000 to \$10,000 per face of each of the contemplated billboards. If all billboards are permitted, minimum generated income could equal \$155,000 per month, totaling \$1,860,000 in income to the City per year. All billboard locations would require compliance with federal, state and local rules and regulations inclusive of compliance with the Outdoor Advertising Act administered by the California Department of Transportation (Caltrans).

If the MOU is approved, it is contemplated that a written Billboard Agreement consistent with the terms and conditions outlined in the MOU will be entered into by all parties, subject to City Council for approval.

DR-1

APPROVAL VERIFICATION SHEET

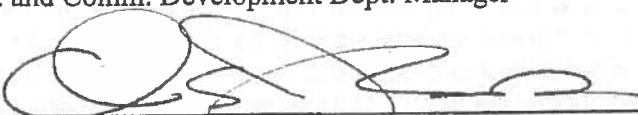
PREPARED BY:

Christopher E. Jackson, Sr., Senior Econ. and Comm. Development Dept. Manager

COUNCIL PRESENTER:

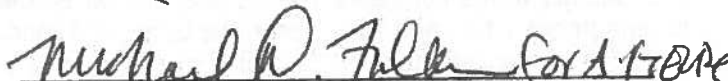
Christopher E. Jackson, Sr., Senior Econ. and Comm. Development Dept. Manager

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., Senior ECDD Manager

CITY MANAGER APPROVAL:



Artie Fields, City Manager

2. Billboard Agreement Terms. Subject to the Applicable Requirements, City agrees to the following terms and conditions regarding the construction and operation of any authorized billboard display on the Premises:

a. Premises.

i. Initial Locations. The Premises shall be placed as shown on Exhibit A-1 through A-6 and detailed below:

1. Location 1: Century & 405 – Center Divider of Century
2. Location 2: La Cienega & 97th – Freeway on-off Ramp
3. Location 3: Century – East Overhang
4. Location 4: Century – East Freeway on-off Ramp
5. Location 5: Manchester & Ash – Freeway on-off Ramp
6. Location 6: La Cienega & Olive
7. Location 7: 8901-9133 S. La Cienega
8. Location 8: 8901-9133 S. La Cienega
9. Location 9: Ash Park – 201 Ash
10. Century & 405 – East

Notwithstanding the depiction of the Premises locations, City agrees that, subject to the reasonable approval of City, the actual sign location on the Premises, the actual location and number of Premises shall be subject to final designation by WOW in its sole discretion so long as such alternate locations are within 200 feet of the locations depicted on Exhibit A-1 through A-6 (the "Premises Zone"). In support of this, City agrees that WOW shall have the exclusive right to locate billboards in any area within a radius of 100 feet of a designated Premises location depicted on Exhibit A-1 through A-6 provided such billboard and billboard location is in full compliance with the Applicable Requirements. Once Premises locations are agreed upon, the Billboard Agreement shall provide that, except as to existing billboards, WOW shall have exclusivity as to, and City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any billboards within a 1000 foot radius of each Premises.

b. Future Locations. WOW shall have a non-exclusive right to negotiate with City to erect additional billboards on City rights-of-way and other City owned property as WOW may present to City and City may agree (in its sole discretion) subject to the Applicable Requirements. To the extent that City and WOW agree to the inclusion of additional billboard locations, such locations may be added by amendment to the Billboard Agreement or by new an entirely new and separate written agreement, except that, if at the time of any such amendment or new agreement, the Municipal Code is less restrictive than the Sign Overlay Zone or Sign Regulations in effect on the effective date of the new written agreement, WOW may elect to be governed by such future regulations.

f. Consideration.

i. One-Time Signing Bonus. Upon a face becoming fully permitted and operational, WOW shall pay City a non-refundable, one-time signing bonus for each billboard, totaling up to \$1,900,000, as shown in the chart below.

ii. Minimum Monthly Payment. WOW shall make minimum monthly payments (the "Minimum Monthly Payment") to City in advance on a per face basis in the amount set forth in the chart below.

Site #	Billboard Locations	# of Faces	Gross Media Payment	One-Time Bonus (Per Face)	Minimum Monthly Payment (Per Face)	Minimum Annual Guaranty (MAG) (Per Billboard)
1	Century at 405 - Center	1	40%	\$100,000	\$10,000	\$120,000
2	La Cienega & 97 th	2	40%	\$100,000	\$10,000	\$240,000
3	Century-East Overhang	2	40%	\$100,000	\$7,500	\$180,000
4	Century-East Frwy On-Off	2	40%	\$100,000	\$10,000	\$240,000
5	Manchester-Frwy On-Off	2	40%	\$100,000	\$7,500	\$180,000
6	La Cienega & Olive	2	40%	\$100,000	\$10,000	\$240,000
7	8901-9133 La Cienega	2	40%	\$100,000	\$5,000	\$120,000
8	8901-9133 La Cienega	2	40%	\$100,000	\$5,000	\$120,000
9	Ash Park-201 Ash	2	40%	\$100,000	\$7,500	\$180,000
10	Century at 405 - East	2	40%	\$100,000	\$10,000	\$240,000
	Total	19	40%	\$1,900,000	\$155,000	\$1,860,000

a reduction in the Minimum Monthly Payment to reflect the terms and conditions applicable to the remaining billboards or faces not terminated and/or removed from the Billboard Agreement.

h. Display Prohibition. Should WOW be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the billboards or any faces at any or all of the locations, WOW shall have the right, as to any such billboards and any such faces, to declare the Billboard Agreement as having been early terminated by City on the terms provided above leaving it with no further liability to City as to any such terminated billboards or faces, subject to the removal requirements of paragraph 2.k.vi., below. In such event, the Billboard Agreement shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Payment to reflect the terms and conditions applicable to the remaining billboards or faces not terminated and/or removed from the Billboard Agreement.

i. City Billboard Use. As further consideration for the Billboard Agreement, WOW shall make available to City up to 10% of the total advertising time on each digital billboard location for public awareness messaging, including but not limited to amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging.

j. WOW Billboard Use.

i. Permitted Uses. Subject to the Applicable Requirements, the Premises may be used for the installation, operation, maintenance, repair, and replacement of billboards to display outdoor advertising (whether on-premises or off-premises) and for no other uses, together with the right of ingress and egress to the Premises by WOW designated representatives. WOW shall also have the right to license or rent the use of the billboards, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full compliance with the Applicable Requirements.

ii. Prohibited Uses. The billboards shall not contain obscene material. Except as expressly prohibited, all other advertising content shall be permissible.

iii. Unobstructed Use. City shall not allow any new structure, or any tree or vegetation on City Property to obstruct the view of any billboards or faces.

iv. Local Advertising. Local businesses with an annual gross income not in excess of one million dollars (\$1,000,000) will be provided with a 50% discount off of the normal billboard display rate(s).

k. Installation, Operation and Maintenance of Billboards. WOW will construct, install, operate and maintain the billboards at its sole cost and expense. The initial installation shall be in accordance with the technical specifications set forth in Exhibit B-1 through B-10 hereto.

i. Plans and Specifications. WOW shall submit plans and specifications as set forth in this MOU for City review and approval which approval may not be unreasonably withheld or conditioned. In the event that City fails to communicate in writing its approval or disapproval to WOW within thirty (30) days of submission, WOW shall provide written notice to the City Manager of City of such failure. In the event no such approval or disapproval is communicated in writing to WOW within thirty (30) days following such WOW notice, such submitted plans shall be deemed approved by City.

ii. Approved Plans. WOW shall construct, install and maintain the

- i. General Liability Insurance. \$5MM per occurrence and \$5MM annual aggregate; fire legal-liability requirement of \$50MM.
- ii. Fire-Casualty Insurance. Full replacement value of the billboard(s).
- iii. Construction. Full insurable value for all construction material delivered to the premises for vandalism and malicious mischief.
- iv. Auto Liability Insurance. \$2MM per occurrence; \$2MM annual
- v. Workers Compensation. As required by Law.
- vi. Performance Bond. For construction of each billboard.
- vii. Replacement Insurance. Full replacement value of all the improvements (including billboard structures) constructed, installed, operated and maintained on the Premises.
- viii. Earthquake Insurance. As requested by City, if commercially reasonable and available.

m. Indemnity. WOW shall defend, indemnify and hold harmless City, its members, representatives, agents, consultants and employees (collectively, "Indemnitees") from all claims, liens, liability and damages (collectively, "Liability") of any sort resulting from WOW's use of the Premises, except to the extent that such Liability is the result of Indemnitees' willful acts or misconduct.

n. Damage or Destruction. If damage or destruction to a face or billboard costing Fifty Thousand (\$50,000) or more to repair occurs more than five (5) years prior to the end of the initial Billboard Agreement term (or any option period) and WOW otherwise has no right to terminate the Billboard Agreement (in full or in part) or to remove a face or billboard from the Billboard Agreement, WOW shall repair all damage or destruction to a face or billboard. If such damage or destruction occurs within five (5) years prior to the end of the initial Billboard Agreement term (or any option period), the remaining initial Billboard Agreement term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired face or billboard is placed back into service to allow WOW to amortize the full cost of such repairs over the remaining term of the Billboard Agreement (or any option period). To the extent that WOW elects not to repair or replace one or more faces or billboards, WOW shall have the right, as to any such billboards and any such faces, to declare the Billboard Agreement as having been early terminated by City, leaving it with no further liability to City as to any such terminated billboards or faces, subject to the removal requirements of paragraph 2.k.vi., above. In such event, the Billboard Agreement shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Payment to reflect the terms and conditions applicable to the remaining billboards or faces not terminated and/or removed from the Billboard Agreement. To the extent that damage is caused by an event for which WOW is not required to insure and has not insured, WOW shall not be required to, but may at its sole discretion, repair damage to a face or billboard; in such event, the remaining initial Billboard Agreement term (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired face or billboard is placed back into service to allow WOW to amortize the full cost of such repairs over the remaining term of the Billboard Agreement (or any option period). However, to the extent that WOW elects not to repair or replace one or more of these uninsured faces or billboards, WOW shall have the right, as to any such billboards and any such faces, to declare

c. Non-Binding. This is an expression of intent only. Except as to paragraphs 2.f.v., and 3.b., hereof, this MOU is not legally binding on either party, notwithstanding anything to the contrary elsewhere in this MOU. Except as to paragraphs 2.f.v., and 3.b., hereof, wherever words of agreement or similar import appear, they are used only to illustrate what might be contained in a future Billboard Agreement; however, this MOU is an indication of good faith intent between the parties to be detailed in a future Billboard Agreement, if the parties so agree. As such, the parties hereby agree that, except as to paragraph 2.f.v., and 3.b., hereof, this MOU does not bind either party to the other and that any acts or omissions undertaken, or any costs or expenses incurred by either party following the acceptance or execution of this MOU, is at each respective party's sole risk and expense. Each party agrees that it is proceeding at its sole cost and expense and that either party may terminate negotiations at any time and for any or no reason without liability or obligation whatsoever, except as otherwise provided in paragraphs 2.f.v., and 3.b., hereof. Except as to paragraphs 2.f.v., and 3.b., hereof, no terms shall be final or binding on either party until a mutually satisfactory Billboard Agreement is executed by both parties and unconditionally delivered to both parties. Except as to paragraphs 2.f.v., and 3.b., hereof, neither party shall treat this MOU as a promise by the other. Except as to paragraphs 2.f.v., and 3.b., hereof, neither party shall rely on this MOU to its detriment or make a claim of promissory estoppels based on this MOU. Except as to paragraphs 2.f.v., and 3.b., hereof, this MOU may be modified or withdrawn by either party at any time without liability or obligation whatsoever.

d. Entitlements.

i. City has determined that the Inglewood Municipal Code Section 12-84 (the "Code") will require certain amendments to allow for billboard agreements for the proposed billboards.

ii. City staff shall process the amendments to the Code for City Council approval consideration.

iii. The Parties shall cooperate to obtain approval for any billboards within 660 feet of a freeway from Caltrans, including, without limitation, obtaining permits and declassification of the landscaped freeway designation for those portions of the freeways within the boundaries of City where necessary and appropriate.

e. Other Agreements. The Parties may (without obligation) negotiate non-exclusively for such other agreements, if any, authorizing WOW to enter into written agreements and develop additional billboards on City rights-of-way and other City owned or controlled property.

f. Implementation. This MOU authorizes City staff and legal representatives of City Attorney to negotiate and prepare agreements consistent with the terms and conditions of this MOU.

g. Cooperation. In connection with this MOU, the parties shall reasonably cooperate with one another to achieve the objectives and purposes of this MOU.

h. Expedited Processing. City agrees to expedite the processing of entitlements and approvals for the Billboard Agreement and any entitlements that are required to permit the billboards to be erected on the Premises and any additional City Property, if such be the case.

Exhibit A-1

Sites 1-4: Century & La Cienega Blvd Surface Street Signs

Legend:

- Single Digital Face
- Double Digital Face



Exhibit A-3
Site 6: La Cienega & Olive
Surface Street Signs

- Legend:**
- Single Digital Face
 - Double Digital Face



Exhibit A-5
Site 9: Ash Park -201 Ash Ave
Freeway Signs

- Legend:**
- Single Digital Face
 - Double Digital Face

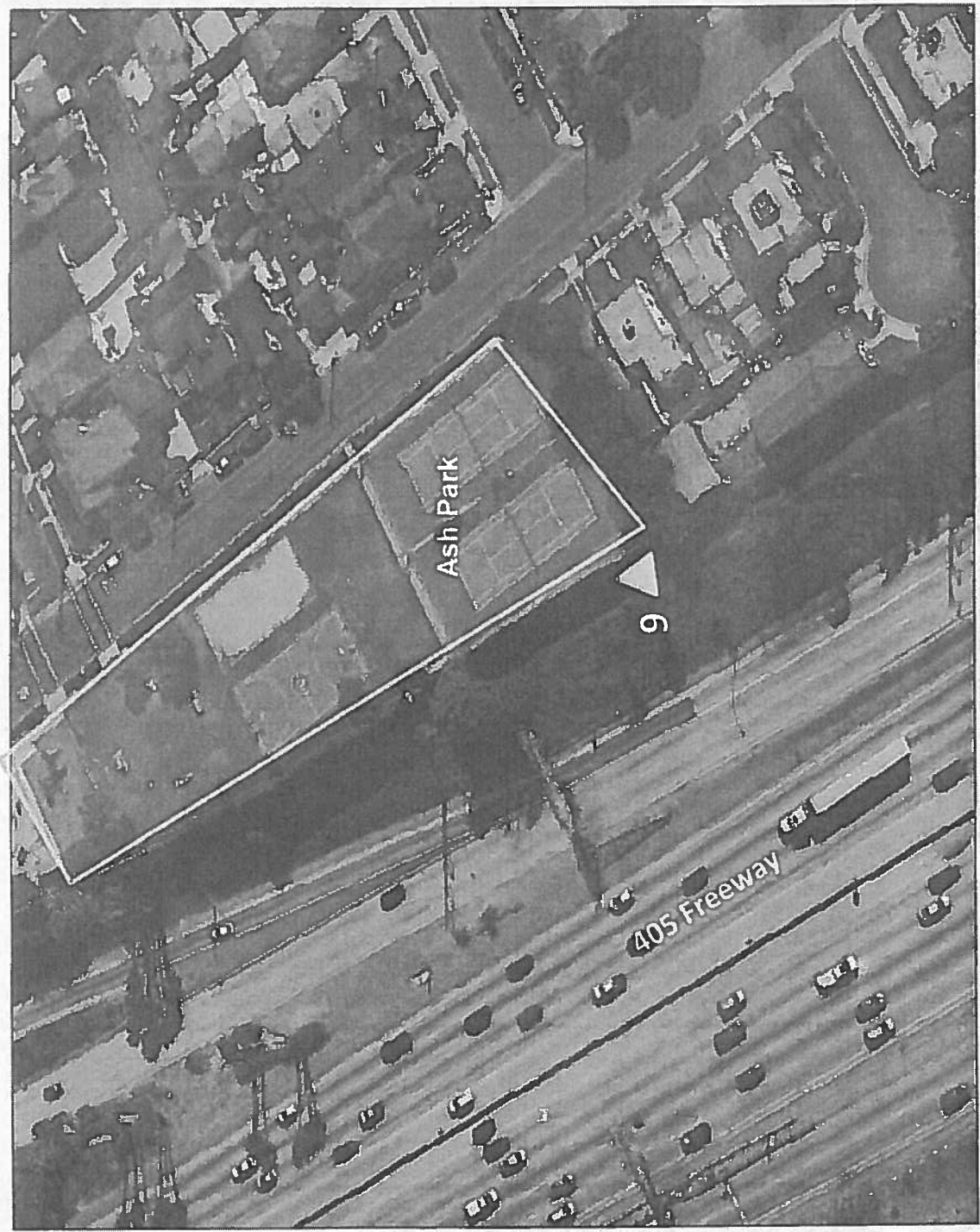
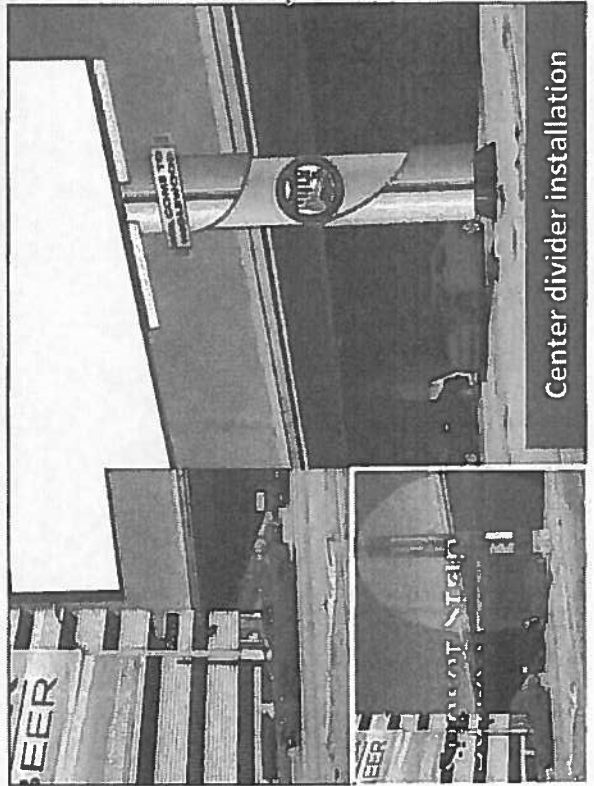
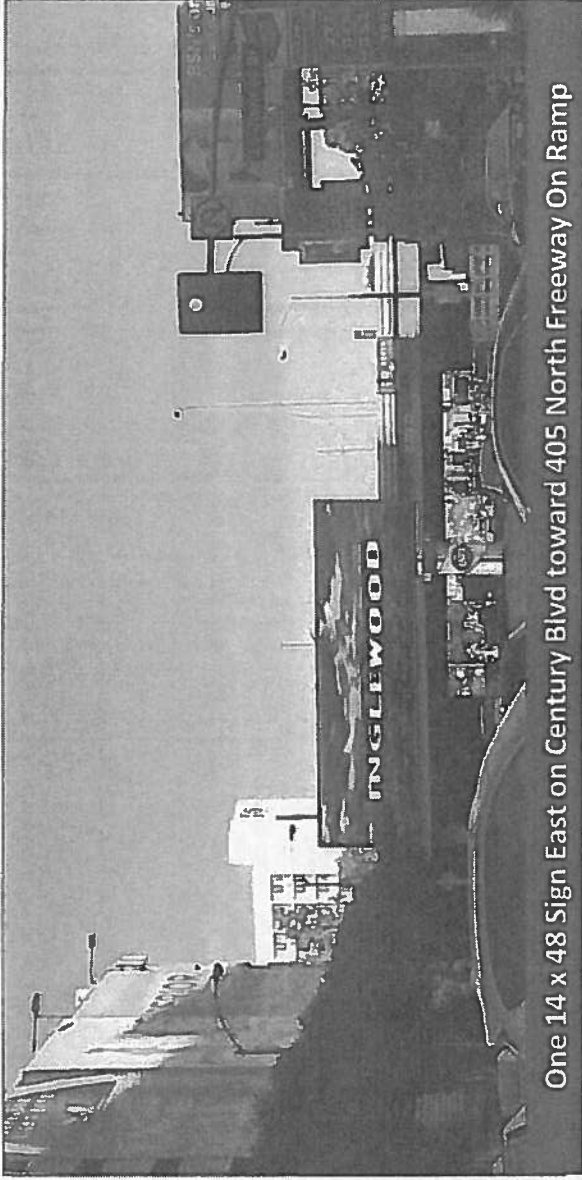


Exhibit B-1 Site 1: Century & 405 Frwy / West Side



OR

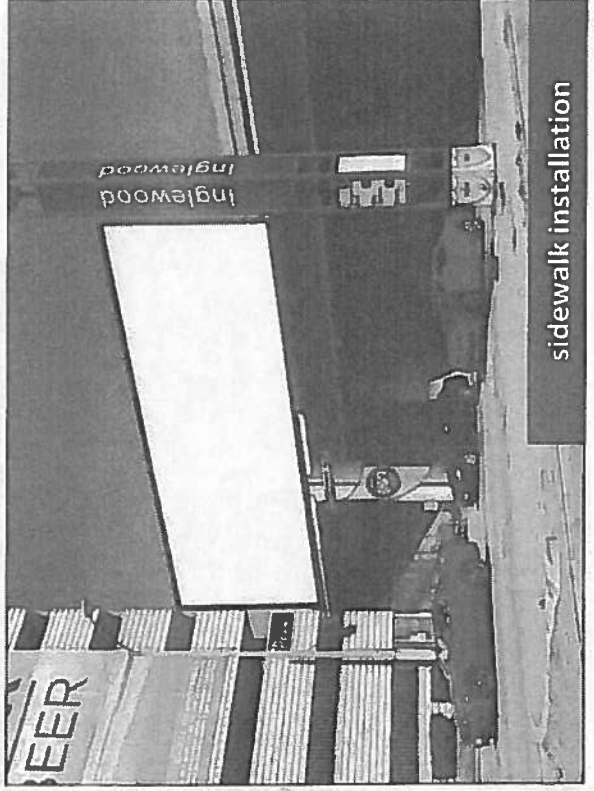
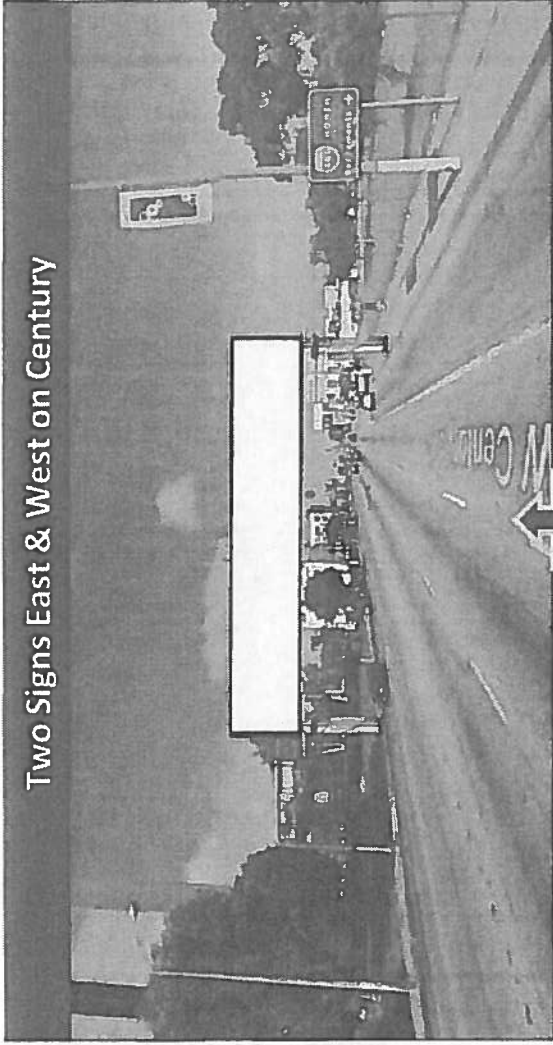
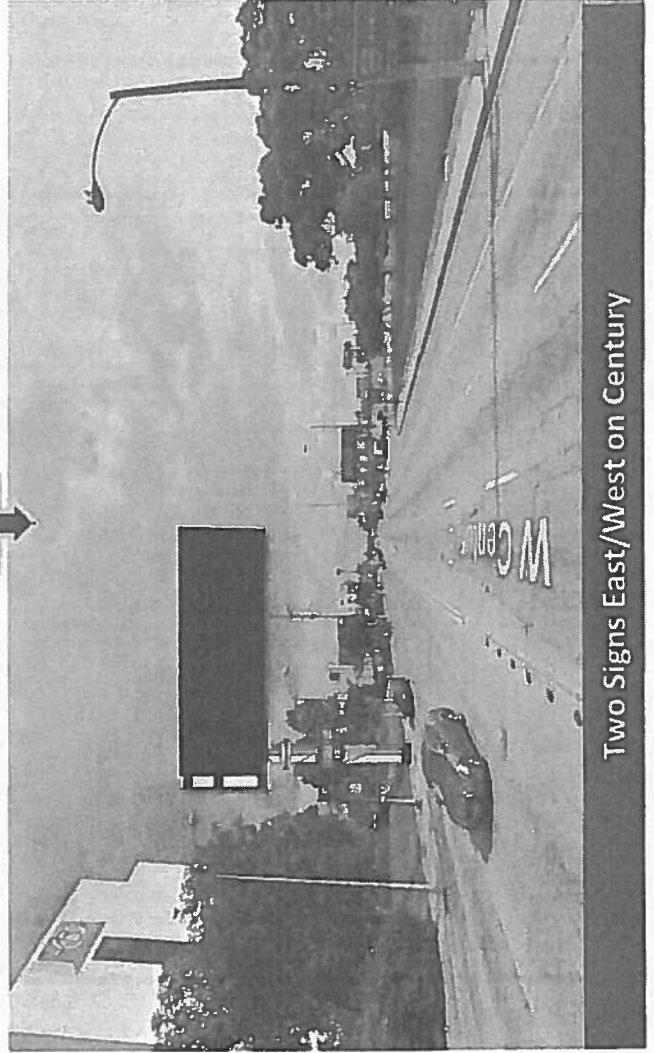


Exhibit B-3

Site 3: Century Blvd / East Side of 405



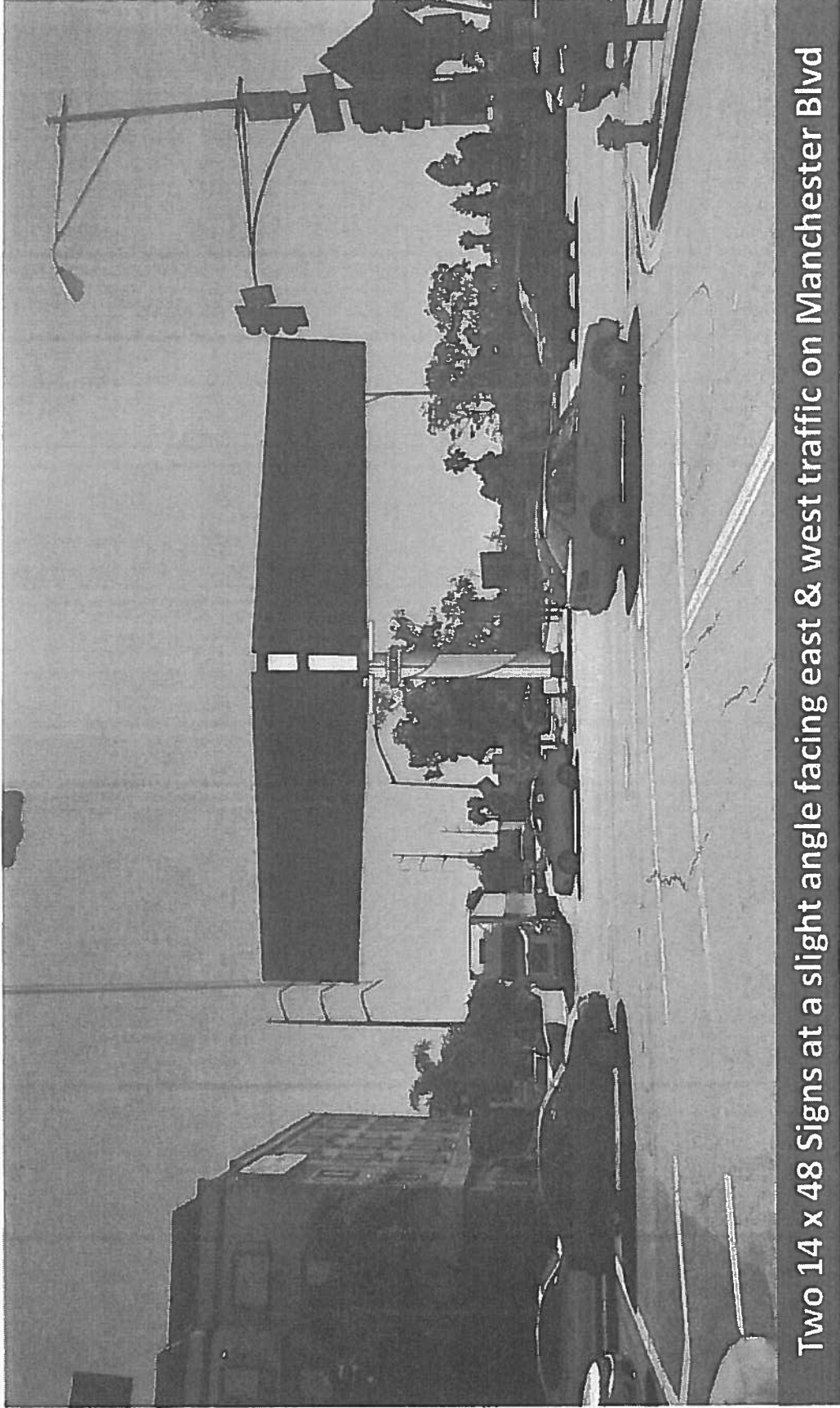
Two Signs East & West on Century



Two Signs East/West on Century

Exhibit B-5

Site 5: Manchester & Ash Ave- Frwy on/off ramp



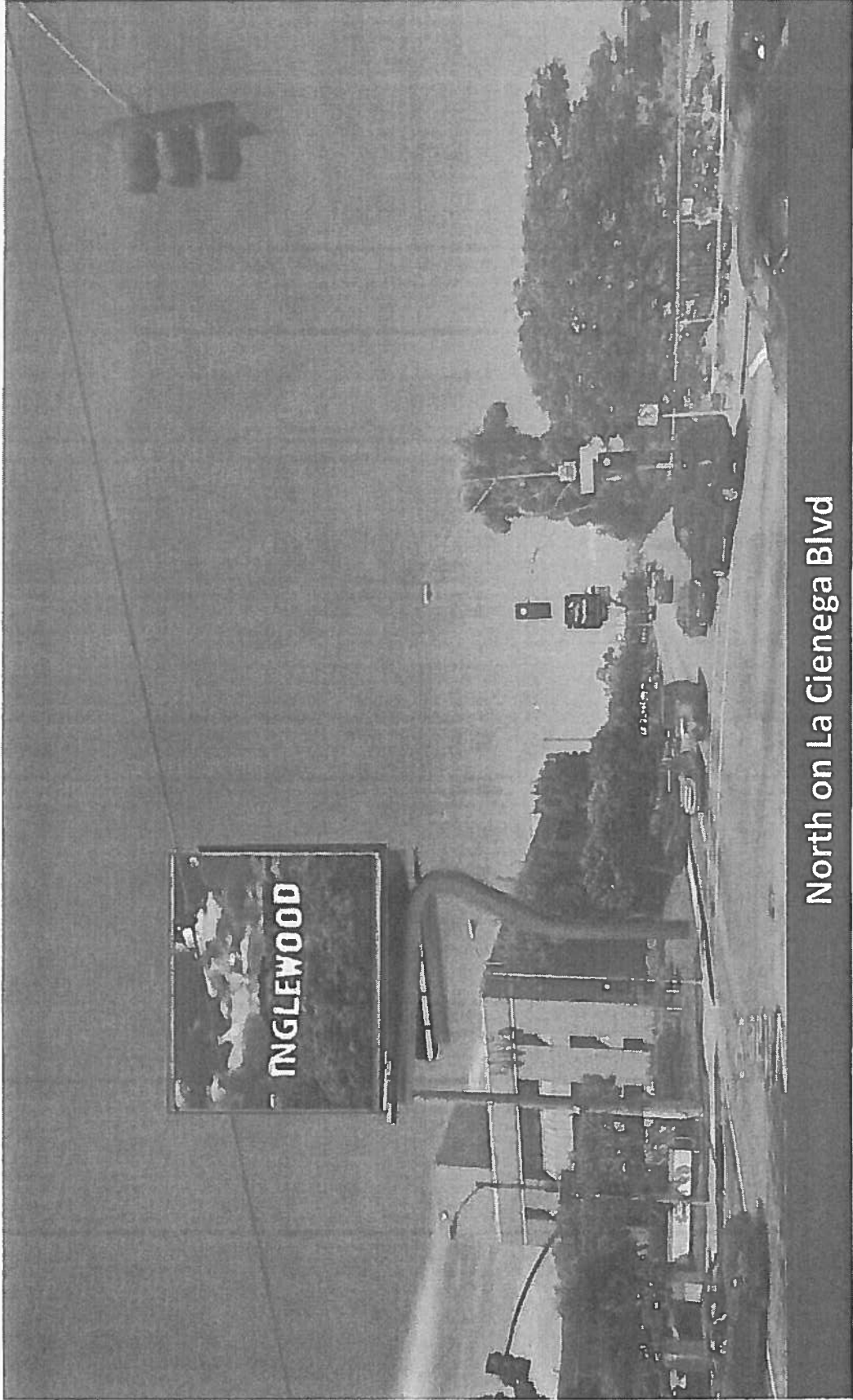
Two 14 x 48 Signs at a slight angle facing east & west traffic on Manchester Blvd

EXHIBIT B-5

MANCHESTER

Exhibit B-7

Site 7: 8901 - 9133 S La Cienega Blvd

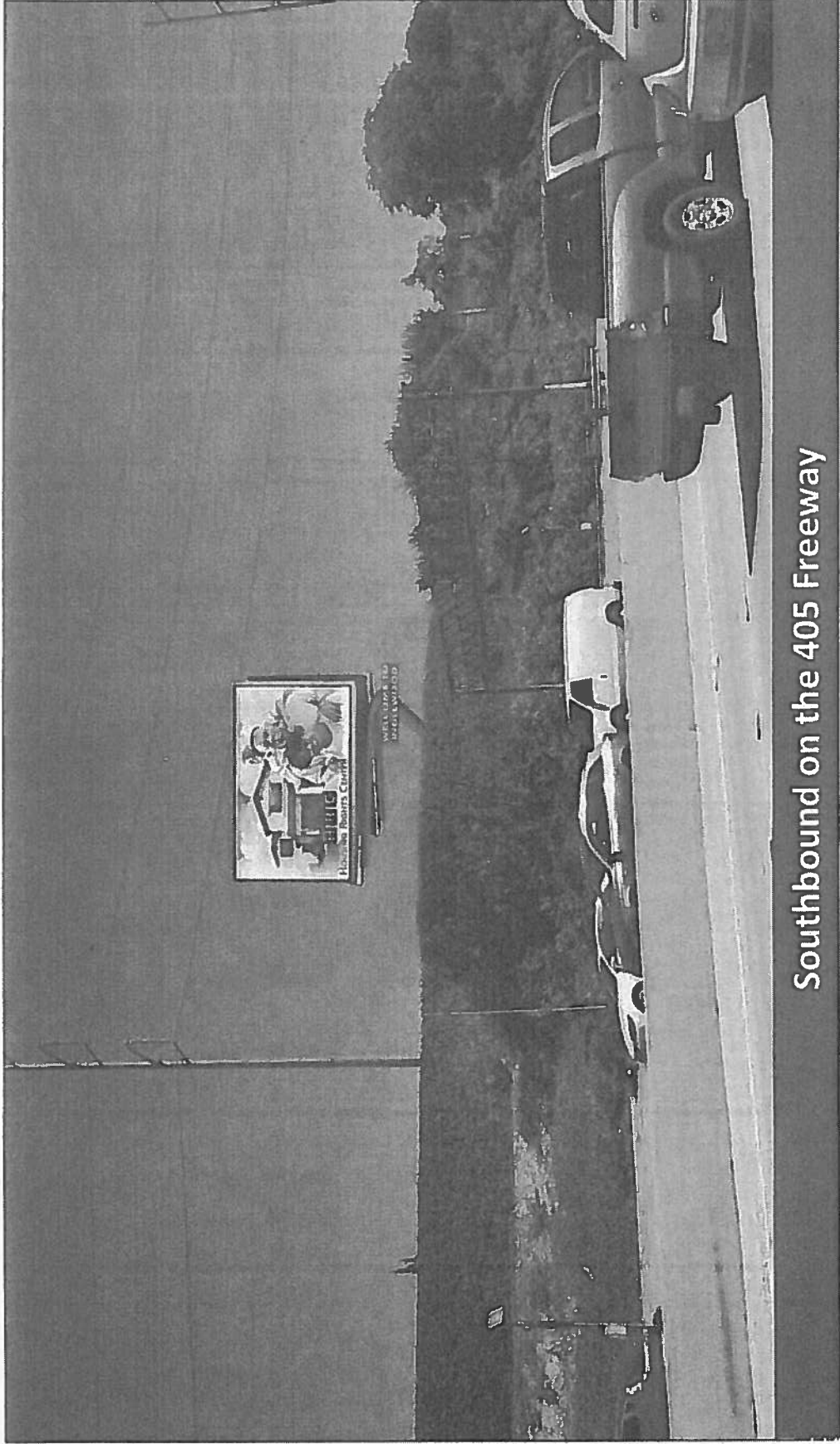


North on La Cienega Blvd

EXHIBIT B-7



Exhibit B-9
Site 9: Ash Park - 201 Ash Ave



Southbound on the 405 Freeway

2019-10-01 08:00:00
EXHIBIT B-9

Appendix B Air Quality and Greenhouse Gas Background and Modeling Data

Air Quality and Greenhouse Gas Background and Modeling Data

AIR QUALITY

Climate/Meteorology

SOUTH COAST AIR BASIN

The project site lies within the South Coast Air Basin (SoCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The SoCAB is in a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean in the southwest quadrant, with high mountains forming the remainder of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. This usually mild weather pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds (SCAQMD 2005).

Temperature and Precipitation

The annual average temperature varies little throughout the SoCAB, ranging from the low to middle 60s, measured in degrees Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station nearest to the project site with temperature data is the Culver City Station (ID No. 042214). The lowest average low is reported at 45.3°F in January while the highest average high is 79°F in August (WRCC 2015).

In contrast to a very steady pattern of temperature, rainfall is seasonally and annually highly variable. Almost all rain falls from October through April. Summer rainfall is normally restricted to widely scattered thundershowers near the coast, with slightly heavier shower activity in the east and over the mountains. The historical rainfall average for the project area is 13.15 inches per year (WRCC 2015).

Humidity

Although the SoCAB has a semiarid climate, the air near the earth's surface is typically moist because of the presence of a shallow marine layer. Except for infrequent periods when dry, continental air is brought into the SoCAB by offshore winds, the "ocean effect" is dominant. Periods of heavy fog, especially along the coast, are frequent. Low clouds, often referred to as high fog, are a characteristic climatic feature. Annual average humidity is 70 percent at the coast and 57 percent in the eastern portions of the SoCAB (SCAQMD 2005).

to achieve and maintain the California AAQS by the earliest practical date. The California AAQS tend to be more restrictive than the National AAQS, based on even greater health and welfare concerns.

These National AAQS and California AAQS are the levels of air quality considered to provide a margin of safety in the protection of the public health and welfare. They are designed to protect "sensitive receptors" most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise. Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed.

Both California and the federal government have established health-based AAQS for seven air pollutants. As shown in Table 1, *Ambient Air Quality Standards for Criteria Pollutants*, these pollutants include ozone (O₃), nitrogen dioxide (NO₂), carbon monoxide (CO), sulfur dioxide (SO₂), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), and lead (Pb). In addition, the state has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety.

Table 1 Ambient Air Quality Standards for Criteria Pollutants

Pollutant	Averaging Time	California Standard	Federal Primary Standard	Major Pollutant Sources
Ozone (O ₃)	1 hour	0.09 ppm	*	Motor vehicles, paints, coatings, and solvents.
	8 hours	0.070 ppm	0.075 ppm	
Carbon Monoxide (CO)	1 hour	20 ppm	35 ppm	Internal combustion engines, primarily gasoline-powered motor vehicles.
	8 hours	9.0 ppm	9 ppm	
Nitrogen Dioxide (NO ₂)	Annual Average	0.030 ppm	0.053 ppm	Motor vehicles, petroleum-refining operations, industrial sources, aircraft, ships, and railroads.
	1 hour	0.18 ppm	0.100 ppm	
Sulfur Dioxide (SO ₂)	Annual Arithmetic Mean	*	0.030 ppm ²	Fuel combustion, chemical plants, sulfur recovery plants, and metal processing.
	1 hour	0.25 ppm	0.075 ppm ¹	
	24 hours	0.04 ppm	0.014 ppm ²	
Respirable Coarse Particulate Matter (PM ₁₀)	Annual Arithmetic Mean	20 µg/m ³	*	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	50 µg/m ³	150 µg/m ³	
Respirable Fine Particulate Matter (PM _{2.5})	Annual Arithmetic Mean	12 µg/m ³	12 µg/m ³	Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays).
	24 hours	*	35 µg/m ³	

CRITERIA AIR POLLUTANTS

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by federal and state law. Air pollutants are categorized as primary or secondary pollutants. Primary air pollutants are those that are emitted directly from sources. Carbon monoxide (CO), volatile organic compounds (VOC), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), and lead (Pb) are primary air pollutants. Of these, CO, SO₂, NO₂, PM₁₀, and PM_{2.5} are “criteria air pollutants,” which means that ambient air quality standards (AAQS) have been established for them. VOC and oxides of nitrogen (NO_x) are air pollutant precursors that form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. Ozone (O₃) and NO₂ are the principal secondary pollutants. A description of each of the primary and secondary criteria air pollutants and their known health effects is presented below.

Carbon Monoxide (CO) is a colorless, odorless, toxic gas produced by incomplete combustion of carbon substances, such as gasoline or diesel fuel. CO is a primary criteria air pollutant. CO concentrations tend to be the highest during winter mornings with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion, engines and motor vehicles operating at slow speeds are the primary source of CO in the SoCAB. The highest ambient CO concentrations are generally found near traffic-congested corridors and intersections. The primary adverse health effect associated with CO is interference with normal oxygen transfer to the blood, which may result in tissue oxygen deprivation (SCAQMD 2005). The SoCAB is designated under the California and National AAQS as being in attainment of CO criteria levels (CARB 2014a).

Volatile Organic Compounds (VOC) are compounds composed primarily of atoms of hydrogen and carbon. Internal combustion associated with motor vehicle usage is the major source of hydrocarbons. Other sources of VOCs include evaporative emissions associated with the use of paints and solvents, the application of asphalt paving, and the use of household consumer products such as aerosols. There are no ambient air quality standards established for VOCs. However, because they contribute to the formation of ozone (O₃), SCAQMD has established a significance threshold for this pollutant (SCAQMD 2005).

Nitrogen Oxides (NO_x) are a byproduct of fuel combustion and contribute to the formation of O₃, PM₁₀, and PM_{2.5}. The two major forms of NO_x are nitric oxide (NO) and nitrogen dioxide (NO₂). The principal form of NO₂ produced by combustion is NO, but NO reacts with oxygen to form NO₂, creating the mixture of NO and NO₂ commonly called NO_x. NO₂ acts as an acute irritant and, in equal concentrations, is more injurious than NO. At atmospheric concentrations, however, NO₂ is only potentially irritating. There is some indication of a relationship between NO₂ and chronic pulmonary fibrosis. Some increase in bronchitis in children (two and three years old) has also been observed at concentrations below 0.3 part per million (ppm). NO₂ absorbs blue light; the result is a brownish-red cast to the atmosphere and reduced visibility. NO is a colorless, odorless gas formed from atmospheric nitrogen and oxygen when combustion takes place under high temperature and/or high pressure (SCAQMD 2005). The SoCAB is designated as an attainment area for NO₂ under the National AAQS California AAQS (CARB 2014a).

Lead (Pb) concentrations decades ago exceeded the state and federal AAQS by a wide margin, but have not exceeded state or federal air quality standards at any regular monitoring station since 1982 (SCAQMD 2005). However, in 2008 the EPA and CARB adopted more strict lead standards, and special monitoring sites immediately downwind of lead sources² recorded every localized violations of the new state and federal standards. As a result of these localized violations, the Los Angeles County portion of the SoCAB was designated in 2010 as nonattainment under the National AAQS for lead (SCAQMD 2012a; CARB 2014a). The project is not characteristic of industrial-type projects that have the potential to emit lead. Therefore, lead is not a pollutant of concern for the project.

TOXIC AIR CONTAMINANTS

The public's exposure to air pollutants classified as toxic air contaminants (TACs) is a significant environmental health issue in California. In 1983, the California Legislature enacted a program to identify the health effects of TACs and to reduce exposure to these contaminants to protect the public health. The California Health and Safety Code defines a TAC as "an air pollutant which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health." A substance that is listed as a hazardous air pollutant (HAP) pursuant to Section 112(b) of the federal Clean Air Act (42 United States Code §7412[b]) is a toxic air contaminant. Under state law, the California Environmental Protection Agency (Cal/EPA), acting through CARB, is authorized to identify a substance as a TAC if it determines that the substance is an air pollutant that may cause or contribute to an increase in mortality or to an increase in serious illness, or may pose a present or potential hazard to human health.

California regulates TACs primarily through Assembly Bill (AB) 1807 (Tanner Air Toxics Act) and AB 2588 (Air Toxics "Hot Spot" Information and Assessment Act of 1987). The Tanner Air Toxics Act sets forth a formal procedure for CARB to designate substances as TACs. Once a TAC is identified, CARB adopts an "airborne toxics control measure" for sources that emit designated TACs. If there is a safe threshold for a substance (i.e., a point below which there is no toxic effect), the control measure must reduce exposure to below that threshold. If there is no safe threshold, the measure must incorporate toxics best available control technology to minimize emissions. To date, CARB has established formal control measures for 11 TACs, all of which are identified as having no safe threshold.

Air toxics from stationary sources are also regulated in California under the Air Toxics "Hot Spot" Information and Assessment Act of 1987. Under AB 2588, toxic air contaminant emissions from individual facilities are quantified and prioritized by the air quality management district or air pollution control district. High priority facilities are required to perform a health risk assessment and, if specific thresholds are exceeded, are required to communicate the results to the public in the form of notices and public meetings.

By the last update to the TAC list in December 1999, CARB had designated 244 compounds as TACs (CARB 1999). Additionally, CARB has implemented control measures for a number of compounds that pose high risks and show potential for effective control. The majority of the estimated health risks from TACs can be

² Source-oriented monitors record concentrations of lead at lead-related industrial facilities in the SoCAB, which include Exide Technologies in the City of Commerce; Quemetco, Inc., in the City of Industry; Trojan Battery Company in Santa Fe Springs; and Exide Technologies in Vernon. Monitoring conducted between 2004 through 2007 identified that the Trojan Battery Company and Exide Technologies exceed the federal standards (SCAQMD 2012a).

2012 AQMP

On December 7, 2012 SCAQMD adopted the 2012 AQMP (Plan), which employs the most up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources, and area sources. The Plan also addresses several state and federal planning requirements, incorporating new scientific information, primarily in the form of updated emissions inventories, ambient measurements, and new meteorological air quality models. The Plan builds upon the approach identified in the 2007 AQMP for attainment of federal PM and ozone standards, and highlights the significant amount of reductions needed and the urgent need to engage in interagency coordinated planning to identify additional strategies, especially in the area of mobile sources, to meet all federal criteria air pollutant standards within the timeframes allowed under the Federal CAA. The Plan demonstrates attainment of federal 24-hour PM_{2.5} standard by 2014 and the federal 8-hour ozone standard by 2023. The Plan includes an update to the revised EPA 8-hour ozone control plan with new commitments for short-term NO_x and VOC reductions. In addition, it also identifies emerging issues of ultrafine (PM_{1.0}) particulate matter and near-roadway exposure, and an analysis of energy supply and demand.

LEAD STATE IMPLEMENTATION PLAN

In 2008 EPA designated the Los Angeles County portion of the SoCAB nonattainment under the federal lead (Pb) classification due to the addition of source-specific monitoring under the new federal regulation. This designation was based on two source-specific monitors in Vernon and the City of Industry exceeding the new standard. The rest of the SoCAB, outside the Los Angeles County nonattainment area remains in attainment of the new standard. On May 24, 2012, CARB approved the SIP revision for the federal lead standard, which the EPA revised in 2008. Lead concentrations in this nonattainment area have been below the level of the federal standard since December 2011. The SIP revision was submitted to EPA for approval.

AREA DESIGNATIONS

The AQMP provides the framework for air quality basins to achieve attainment of the state and federal ambient air quality standards through the State Implementation Plan (SIP). Areas are classified as attainment or nonattainment areas for particular pollutants, depending on whether they meet ambient air quality standards. Severity classifications for ozone nonattainment range in magnitude from marginal, moderate, and serious to severe and extreme.

- **Unclassified:** a pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
- **Attainment:** a pollutant is in attainment if the CAAQS for that pollutant was not violated at any site in the area during a three-year period.
- **Nonattainment:** a pollutant is in nonattainment if there was at least one violation of a state AAQS for that pollutant in the area.

Table 2 Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
Ozone – 1-hour	Extreme Nonattainment	No Federal Standard
Ozone – 8-hour	Extreme Nonattainment	Extreme Nonattainment
PM ₁₀	Serious Nonattainment	Attainment/Maintenance
PM _{2.5}	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO ₂	Attainment	Attainment/Maintenance
SO ₂	Attainment	Attainment
Lead	Attainment	Nonattainment (Los Angeles County only) ¹
All others	Attainment/Unclassified	Attainment/Unclassified

Source: CARB 2014a.

¹ In 2010, the Los Angeles portion of the SoCAB was designated nonattainment for lead under the new federal and existing state AAQS as a result of large industrial emitters. Remaining areas within the SoCAB are unclassified.

Existing Ambient Air Quality

Existing levels of ambient air quality and historical trends and projections in the vicinity of the project site are best documented by measurements taken by the SCAQMD. The project site is located within Source Receptor Area (SRA) 3 – Southwest Los Angeles County Coastal. The air quality monitoring station closest to the project site is the Los Angeles – Westchester Parkway Monitoring Station. This station monitors CO, NO₂, O₃, SO₂, and PM₁₀. Data for PM_{2.5} is supplemented by the Los Angeles – North Main Street Monitoring Station. The most current five years of data monitored at these monitoring stations are included in Table 3, *Ambient Air Quality Monitoring Summary*. The data show occasional violations of both the state and federal O₃ standards. The data also indicate that the area regularly exceeds the federal PM_{2.5} standard. The CO, SO₂, NO₂, and PM₁₀ standards have not been violated in the last five years.

enjoyment of recreation. Industrial and commercial areas are considered the least sensitive to air pollution. Exposure periods are relatively short and intermittent, as the majority of the workers tend to stay indoors most of the time. In addition, the working population is generally the healthiest segment of the public.

Methodology

Projected construction-related air pollutant emissions are calculated using the California Emissions Estimator Model (CalEEMod), Version 2013.2.2, distributed by the California Air Pollutant Control Officers Association (CAPCOA). CalEEMod compiles an emissions inventory of construction (fugitive dust, off-gas emissions, onroad emissions, and offroad emissions), area sources, indirect emissions from energy use, mobile sources, indirect emissions from waste disposal (annual only), and indirect emissions from water/wastewater (annual only) use. The calculated emissions of the project are compared to thresholds of significance for individual projects using the SCAQMD's CEQA Air Quality Analysis Guidance Handbook.

Thresholds of Significance

The analysis of the proposed project's air quality impacts follows the guidance and methodologies recommended in SCAQMD's *CEQA Air Quality Handbook* and the significance thresholds on SCAQMD's website.³ CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess impacts of a project on air quality. SCAQMD has established thresholds of significance for regional air quality emissions for construction activities and project operation. In addition to the daily thresholds listed above, projects are also subject to the AAQS. These are addressed through an analysis of localized CO impacts and localized significance thresholds (LSTs).

REGIONAL SIGNIFICANCE THRESHOLDS

SCAQMD has adopted regional construction and operational emissions thresholds to determine a project's cumulative impact on air quality in the SoCAB. Table 4, *SCAQMD Significance Thresholds*, lists SCAQMD's regional significance thresholds.

³ SCAQMD's Air Quality Significance Thresholds are current as of March 2011 and can be found here: <http://www.aqmd.gov/ceqa/hdbk.html>.

Table 5 SCAQMD Localized Significance Thresholds

Air Pollutant (Relevant AAQS)	Concentration
1-Hour CO Standard (CAAQS)	20 ppm
8-Hour CO Standard (CAAQS)	9.0 ppm
1-Hour NO ₂ Standard (CAAQS)	0.18 ppm
Annual NO ₂ Standard (CAAQS)	0.03 ppm
24-Hour PM ₁₀ Standard – Construction (SCAQMD) ¹	10.4 µg/m ³
24-Hour PM _{2.5} Standard – Construction (SCAQMD) ¹	10.4 µg/m ³
24-Hour PM ₁₀ Standard – Operation (SCAQMD) ¹	2.5 µg/m ³
24-Hour PM _{2.5} Standard – Operation (SCAQMD) ¹	2.5 µg/m ³

Source: SCAQMD 2011.

ppm – parts per million; µg/m³ – micrograms per cubic meter

¹ Threshold is based on SCAQMD Rule 403. Since the SoCAB is in nonattainment for PM₁₀ and PM_{2.5}, the threshold is established as an allowable change in concentration. Therefore, background concentration is irrelevant.

To assist lead agencies, SCAQMD developed screening-level LSTs to back-calculate the mass amount (lbs. per day) of emissions generated onsite that would trigger the levels shown in Table 5 for projects under 5-acres. These “screening-level” LSTs tables are the localized significance thresholds for all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required to compare concentrations of air pollutants generated by the project to the localized concentrations shown in Table 5.

LST analysis for construction is applicable to all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required. In accordance with SCAQMD’s LST methodology, construction LSTs are based on the acreage disturbed per day based on equipment use. The construction LSTs for the project site in SRA 3 are shown in Table 6, *SCAQMD Screening-Level Construction Localized Significance Thresholds*, for receptors within 82 feet (25 meters).

Table 6 SCAQMD Construction Localized Significance Thresholds

Acreage Disturbed	Threshold (lbs/day) ¹			
	Nitrogen Oxides (NO _x)	Carbon Monoxide (CO)	Coarse Particulates (PM ₁₀)	Fine Particulates (PM _{2.5})
≤1.00 Acre Disturbed Per Day	91	664	5.00	3.00

Source: SCAQMD 2008c, Based on receptors in SRA 3.

¹ LSTs are based on receptors within 82 feet (25 meters).

Because the project is not an industrial project that has the potential to emit substantial sources of stationary emissions, operational LSTs are not an air quality impact of concern associated with the project. The operational LSTs in SRA 3 are shown in Table 7, *SCAQMD Screening-Level Operational Localized Significance Thresholds*.

GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as GHG, to the atmosphere. Climate change is the variation of Earth's climate over time, whether due to natural variability or as a result of human activities. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHG—water vapor,⁵ carbon (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons (IPCC 2001).⁶ The major GHG are briefly described below.

- **Carbon dioxide (CO₂)** enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and respiration, and also as a result of other chemical reactions (e.g. manufacture of cement). Carbon dioxide is removed from the atmosphere (sequestered) when it is absorbed by plants as part of the biological carbon cycle.
- **Methane (CH₄)** is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and from the decay of organic waste in municipal landfills and water treatment facilities.
- **Nitrous oxide (N₂O)** is emitted during agricultural and industrial activities as well as during combustion of fossil fuels and solid waste.
- **Fluorinated gases** are synthetic, strong GHGs that are emitted from a variety of industrial processes. Fluorinated gases are sometimes used as substitutes for ozone-depleting substances. These gases are typically emitted in smaller quantities, but because they are potent GHGs, they are sometimes referred to as high global-warming-potential (GWP) gases.
 - **Chlorofluorocarbons (CFCs)** are GHGs covered under the 1987 Montreal Protocol and used for refrigeration, air conditioning, packaging, insulation, solvents, or aerosol propellants. Since they are not destroyed in the lower atmosphere (troposphere, stratosphere), CFCs drift into the upper atmosphere where, given suitable conditions, they break down ozone. These gases are also ozone-

⁵ Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

⁶ Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of particulate matter (PM) emitted from burning fuels such as coal, diesel, and biomass. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2014b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

Table 9 GHG Emissions and Their Relative Global Warming Potential Compared to CO₂

GHGs	Atmospheric Lifetime (Years)	Second Assessment Report Global Warming Potential Relative to CO ₂ ¹	Fourth Assessment Report Global Warming Potential Relative to CO ₂ ¹
Carbon Dioxide (CO ₂)	50 to 200	1	1
Methane ² (CH ₄)	12 (±3)	21	25
Nitrous Oxide (N ₂ O)	120	310	298
Hydrofluorocarbons:			
HFC-23	264	11,700	14,800
HFC-32	5.6	650	675
HFC-125	32.6	2,800	3,500
HFC-134a	14.6	1,300	1,430
HFC-143a	48.3	3,800	4,470
HFC-152a	1.5	140	124
HFC-227ea	36.5	2,900	3,220
HFC-236fa	209	6,300	9,810
HFC-4310mee	17.1	1,300	1,030
Perfluoromethane: CF ₄	50,000	6,500	7,390
Perfluoroethane: C ₂ F ₆	10,000	9,200	12,200
Perfluorobutane: C ₄ F ₁₀	2,600	7,000	8,860
Perfluoro-2-methylpentane: C ₆ F ₁₄	3,200	7,400	9,300
Sulfur Hexafluoride (SF ₆)	3,200	23,900	22,800

Source: IPCC 200; IPCC 2007.

Notes: The IPCC has published updated global warming potential (GWP) values in its Fifth Assessment Report (2013) that reflect new information on atmospheric lifetimes of GHGs and an improved calculation of the radiative forcing of CO₂ (radiative forcing is the difference of energy from sunlight received by the earth and radiated back into space). However, GWP values identified in the Second Assessment Report are still used by SCAQMD to maintain consistency in GHG emissions modeling. In addition, the 2008 Scoping Plan was based on the GWP values in the Second Assessment Report.

¹ Based on 100-year time horizon of the GWP of the air pollutant relative to CO₂ (IPCC 2001 and IPCC 2007).

² The methane GWP includes direct effects and indirect effects due to the production of tropospheric ozone and stratospheric water vapor. The indirect effect due to the production of CO₂ is not included.

Regulatory Settings

REGULATION OF GHG EMISSIONS ON A NATIONAL LEVEL

The U.S. Environmental Protection Agency (EPA) announced on December 7, 2009, that GHG emissions threaten the public health and welfare of the American people and that GHG emissions from on-road vehicles contribute to that threat. The EPA's final findings respond to the 2007 U.S. Supreme Court decision that GHG emissions fit within the Clean Air Act definition of air pollutants. The findings do not in and of themselves impose any emission reduction requirements, but allow the EPA to finalize the GHG standards proposed in 2009 for new light-duty vehicles as part of the joint rulemaking with the Department of Transportation (USEPA 2009).

The EPA's endangerment finding covers emissions of six key GHGs—CO₂, CH₄, N₂O, hydro fluorocarbons, per fluorocarbons, and SF₆—that have been the subject of scrutiny and intense analysis for decades by scientists in the United States and around the world (the first three are applicable to the proposed project).

California adaption strategy, Safeguarding California, in order to ensure climate change is accounted for in State planning and investment decisions.

Assembly Bill 32

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Assembly Bill 32 (AB 32), the Global Warming Solutions Act. AB 32 was passed by the California state legislature on August 31, 2006, to place the state on a course toward reducing its contribution of GHG emissions. AB 32 follows the 2020 tier of emissions reduction targets established in Executive Order S-3-05.

CARB 2008 Scoping Plan

The final Scoping Plan was adopted by CARB on December 11, 2008. AB 32 directed CARB to adopt discrete early action measures to reduce GHG emissions and outline additional reduction measures to meet the 2020 target. In order to effectively implement the emissions cap, AB 32 directed CARB to establish a mandatory reporting system to track and monitor GHG emissions levels for large stationary sources that generate more than 25,000 MT of CO₂e per year, prepare a plan demonstrating how the 2020 deadline can be met, and develop appropriate regulations and programs to implement the plan by 2012.

The 2008 Scoping Plan identified that GHG emissions in California are anticipated to be approximately 596 MMTCO₂e in 2020. In December 2007, CARB approved a 2020 emissions limit of 427 MMTCO₂e (471 million tons) for the state. The 2020 target requires a total emissions reduction of 169 MMTCO₂e, 28.5 percent from the projected emissions of the business-as-usual (BAU) scenario for the year 2020 (i.e., 28.5 percent of 596 MMTCO₂e) (CARB 2008).⁸

Key elements of CARB's GHG reduction plan that may be applicable to the project include:

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards (adopted and cycle updates in progress).
- Achieving a mix of 33 percent for energy generation from renewable sources (anticipated by 2020).
- A California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system for large stationary sources (adopted 2011).
- Establishing targets for transportation-related GHG emissions for regions throughout California, and pursuing policies and incentives to achieve those targets (several Sustainable Communities Strategies have been adopted).

⁸ CARB defines BAU in its Scoping Plan as emissions levels that would occur if California continued to grow and add new GHG emissions but did not adopt any measures to reduce emissions. Projections for each emission-generating sector were compiled and used to estimate emissions for 2020 based on 2002–2004 emissions intensities. Under CARB's definition of BAU, new growth is assumed to have the same carbon intensities as was typical from 2002 through 2004.

Table 10 Scoping Plan Greenhouse Gas Reduction Measures and Reductions Toward 2020 Target

Recommended Reduction Measures	Reductions Counted toward 2020 Target of 169 MMT CO _{2e}	Percentage of Statewide 2020 Target
Cap and Trade Program and Associated Measures		
California Light-Duty Vehicle GHG Standards	31.7	19%
Energy Efficiency	26.3	16%
Renewable Portfolio Standard (33 percent by 2020)	21.3	13%
Low Carbon Fuel Standard	15	9%
Regional Transportation-Related GHG Targets ¹	5	3%
Vehicle Efficiency Measures	4.5	3%
Goods Movement	3.7	2%
Million Solar Roofs	2.1	1%
Medium/Heavy Duty Vehicles	1.4	1%
High Speed Rail	1.0	1%
Industrial Measures	0.3	0%
Additional Reduction Necessary to Achieve Cap	34.4	20%
Total Cap and Trade Program Reductions	146.7	87%
Uncapped Sources/Sectors Measures		
High Global Warming Potential Gas Measures	20.2	12%
Sustainable Forests	5	3%
Industrial Measures (for sources not covered under cap and trade program)	1.1	1%
Recycling and Waste (landfill methane capture)	1	1%
Total Uncapped Sources/Sectors Reductions	27.3	16%
Total Reductions Counted toward 2020 Target	174	100%
Other Recommended Measures – Not Counted toward 2020 Target		
State Government Operations	1.0 to 2.0	1%
Local Government Operations ²	To Be Determined ²	NA
Green Buildings	26	15%
Recycling and Waste	9	5%
Water Sector Measures	4.8	3%
Methane Capture at Large Dairies	1	1%
Total Other Recommended Measures – Not Counted toward 2020 Target	42.8	NA

Source: CARB 2008. Note: the percentages in the right-hand column add up to more than 100 percent because the emissions reduction goal is 169 MMT CO_{2e} and the Scoping Plan identifies 174 MMT CO_{2e} of emissions reductions strategies.

MMT CO_{2e}: million metric tons of CO_{2e}

¹ Reductions represent an estimate of what may be achieved from local land use changes. It is not the SB 375 regional target. A discussion of the regional targets for the Southern California Region and local land use changes recommended within the Southern California Association of Government's (SCAG) Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) are included later in this section.

² According to the Measure Documentation Supplement to the Scoping Plan, local government actions and targets are anticipated to reduce vehicle miles by approximately 2 percent through land use planning, resulting in a potential GHG reduction of 2 million metric tons of CO_{2e} (or approximately 1.2 percent of the GHG reduction target). However, these reductions were not included in the Scoping Plan reductions to achieve the 2020 target.

2014 Scoping Plan Update

CARB recently completed a five-year update to the 2008 Scoping Plan, as required by AB 32. The final Update to the Scoping Plan was released in May, and CARB adopted it at the May 22, 2014, board hearing. The Update to the Scoping Plan defines CARB's climate change priorities for the next five years and lays the

The 2020 targets are smaller than the 2035 targets because a significant portion of the built environment in 2020 has been defined by decisions that have already been made. In general, the 2020 scenarios reflect that more time is needed for large land use and transportation infrastructure changes. Most of the reductions in the interim are anticipated to come from improving the efficiency of the region's existing transportation network. Adherence to the targets would result in 3 MMTCO_{2e} reductions by 2020 and 15 MMTCO_{2e} reductions by 2035. Based on these reductions, the passenger vehicle target in CARB's Scoping Plan (for AB 32) would be met (CARB 2010).

SCAG 2012 RTP/SCS

SB 375 requires the MPOs to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plan. For the SCAG region, the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) was adopted April 2012 (SCAG 2012). The SCS sets forth a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce GHG emissions from transportation (excluding goods movement). The SCS is meant to provide growth strategies that will achieve the regional GHG emissions reduction targets. However, the SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers.

Assembly Bill 1493

California vehicle GHG emission standards were enacted under AB 1493 (Pavley I). Pavley I is a clean-car standard that reduces GHG emissions from new passenger vehicles (light-duty auto to medium-duty vehicles) from 2009 through 2016 and is anticipated to reduce GHG emissions from new passenger vehicles by 30 percent in 2016. California implements the Pavley I standards through a waiver granted to California by the EPA. In 2012, the EPA issued a Final Rulemaking that sets even more stringent fuel economy and GHG emissions standards for model year 2017 through 2025 light-duty vehicles (see also the discussion on the update to the CAFE standards under *Federal Laws*, above). In January 2012, CARB approved the Advanced Clean Cars program (formerly known as Pavley II) for model years 2017 through 2025. The program combines the control of smog, soot, and global warming gases and requirements for greater numbers of zero-emission vehicles into a single package of standards. Under California's Advanced Clean Car program, by 2025, new automobiles will emit 34 percent fewer global warming gases and 75 percent fewer smog-forming emissions.

Executive Order S-1-07

On January 18, 2007, the state set a new low carbon fuel standard (LCFS) for transportation fuels sold within the state. Executive Order S-1-07 sets a declining standard for GHG emissions measured in carbon dioxide equivalent gram per unit of fuel energy sold in California. The LCFS requires a reduction of 2.5 percent in the carbon intensity of California's transportation fuels by 2015 and a reduction of at least 10 percent by 2020. The standard applies to refiners, blenders, producers, and importers of transportation fuels, and would use market-based mechanisms to allow these providers to choose how they reduce emissions during the "fuel cycle" using the most economically feasible methods.

The 2016 standards will not get us to zero net energy (ZNE). However, they do get us very close to the State's goal and make important steps toward changing residential building practices in California. The 2019 standards will take the final step to achieve ZNE for newly constructed residential buildings throughout California (CEC 2015b).

California Green Building Standards Code – CALGreen

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11, Title 24, known as "CALGreen") was adopted as part of the California Building Standards Code (Title 24, CCR). CALGreen established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.¹⁰ The mandatory provisions of the California Green Building Code Standards became effective January 1, 2011 and were updated most recently in 2013.

2006 Appliance Efficiency Regulations

The 2006 Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1608) were adopted by the California Energy Commission on October 11, 2006, and approved by the California Office of Administrative Law on December 14, 2006. The regulations include standards for both federally regulated appliances and non-federally regulated appliances. Though these regulations are now often viewed as "business-as-usual," they exceed the standards imposed by all other states and they reduce GHG emissions by reducing energy demand.

Thresholds of Significance

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment:

1. The extent to which the project may increase (or reduce) GHG emissions as compared to the existing environmental setting;
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;
3. The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.¹¹

¹⁰ The green building standards became mandatory in the 2010 edition of the code.

¹¹ The Governor's Office of Planning and Research recommendations include a requirement that such a plan must be adopted through a public review process and include specific requirements that reduce or mitigate the project's incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

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Localized Construction Emissions Worksheet

Construction 1

		2016	NOx	CO	PM10 Total	PM2.5 Total
Onsite						
	Off-Road		21.4939	9.3981	0.9923	0.9129
	Total		21.4939	9.3981	0.9923	0.9129
LSTs			91	664	5.00	3.00
Exceed Thresholds?			No	No	No	No

Construction 2

		2016	NOx	CO	PM10 Total	PM2.5 Total
Onsite						
	Off-Road		12.9624	6.4133	0.6052	0.5567
	Total		12.9624	6.4133	0.6052	0.5567
LSTs			91	664	5.00	3.00
Exceed Thresholds?			No	No	No	No

GHG Emissions Worksheet

	<u>MTons Total</u>
Total Construction (1 Billboard)	6
Construction of 10 Billboards	58

Source	<u>MTons/Year</u>	<u>Percentage</u>
Billboard Operation Electricity	2,791	100%
Amortized Construction Emissions*	2	0%
Total All Sectors	2,793	100%

*Total construction emissions are amortized over 30 years per SCAQMD methodology; SCAQMD. 2010, September 28. Greenhouse Gases (GHG) CEQA Significance Thresholds Working Group Meeting 15.
<http://www.aqmd.gov/ceqa/handbook/GHG/2010/sept28mtg/sept29.html>.

Construction Schedule

<u>Phase</u>	<u>Start</u>	<u>End</u>	<u>Duration</u>
Building Construction	1/1/2016	1/7/2016	5
Building Construction	1/8/2016	1/12/2016	3

Digital Signage
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.00	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	8			Operational Year	2014
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW/hr)	630.89	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - Based on The Great Western Forum signage project.

Off-road Equipment -

Construction Off-road Equipment Mitigation - Based on SCAQMD Rule 403 and Rule 1186.

Trips and VMT -

Off-road Equipment - Based on The Great Western Forum signage and renovation project.

Off-road Equipment - Based on The Great Western Forum signage and renovation project.

Digital Signage
Los Angeles-South Coast County, Winter

Mitigated Construction

Year	lb/day															
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2016	1.8653	21.5436	9.9192	0.0177	0.0824	0.9931	1.0755	0.0220	0.9137	0.9357	0.0000	1,815.190	1,815.1901	0.5249	0.0000	1,826.2127
Total	1.8653	21.5436	9.9192	0.0177	0.0824	0.9931	1.0755	0.0220	0.9137	0.9357	0.0000	1,815.190	1,815.1901	0.5249	0.0000	1,826.2127

ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
0.00	0.00	0.00	0.00	7.83	0.00	0.65	7.21	0.00	0.18	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Construction 1	Trenching	1/1/2016	1/7/2016	5	5	
2	Construction 2	Trenching	1/8/2016	1/12/2016	5	3	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

Digital Signage
 Los Angeles-South Coast County, Winter

3.2 Construction 1 - 2016
Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Off-Road	1.8282	21.4939	9.3981	0.0166		0.9923	0.9923		0.9129	0.9129		1,722.3876	0.5195			1,733.2978
Total	1.8282	21.4939	9.3981	0.0166		0.9923	0.9923		0.9129	0.9129		1,722.3876	0.5195			1,733.2978

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	lb/day															
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0371	0.0497	0.5211	1.1000e-003	0.0894	8.5000e-004	0.0903	0.0237	7.8000e-004	0.0245		92.8025	92.8025	5.3500e-003		92.9149
Total	0.0371	0.0497	0.5211	1.1000e-003	0.0894	8.5000e-004	0.0903	0.0237	7.8000e-004	0.0245		92.8025	92.8025	5.3500e-003		92.9149

Digital Signage

Los Angeles-South Coast County, Winter

3.3 Construction 2 - 2016

Unmitigated Construction On-Site

Category	lb/day																
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Off-Road	1.1082	12.9624	6.4133	0.0109		0.6052	0.6052		0.5567	0.5567		1,136.1528	1,136.1528	0.3427			1,143.3496
Total	1.1082	12.9624	6.4133	0.0109		0.6052	0.6052		0.5567	0.5567		1,136.1528	1,136.1528	0.3427			1,143.3496

Unmitigated Construction Off-Site

Category	lb/day																
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0232	0.0311	0.3257	6.9000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		58.0016	58.0016	3.3500e-003			58.0718
Total	0.0232	0.0311	0.3257	6.9000e-004	0.0559	5.3000e-004	0.0564	0.0148	4.9000e-004	0.0153		58.0016	58.0016	3.3500e-003			58.0718

Digital Signage Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.00	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	8			Operational Year	2014
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW/hr)	630.89	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - Based on The Great Western Forum signage project.

Off-road Equipment -

Construction Off-road Equipment Mitigation - Based on SCAQMD Rule 403 and Rule 1186.

Trips and VMT -

Off-road Equipment - Based on The Great Western Forum signage and renovation project.

Off-road Equipment - Based on The Great Western Forum signage and renovation project.

Digital Signage
Los Angeles-South Coast County, Annual

Mitigated Construction

Year	tons/yr											M/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
2016	6.3500e-003	0.0734	0.0349	6.0000e-005	2.8000e-004	3.3900e-003	3.6700e-003	7.0000e-005	3.1200e-003	3.1900e-003	0.0000	5.7464	5.7464	1.6600e-003	0.0000	5.7813
Total	6.3500e-003	0.0734	0.0349	6.0000e-005	2.8000e-004	3.3900e-003	3.6700e-003	7.0000e-005	3.1200e-003	3.1900e-003	0.0000	5.7464	5.7464	1.6600e-003	0.0000	5.7813

ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
0.00	0.00	0.00	0.00	6.67	0.00	0.54	12.50	0.00	0.31	0.00	0.00	0.00	0.00	0.00	0.00
Percent Reduction															

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Construction 1	Trenching	1/1/2016	1/7/2016	5	5	
2	Construction 2	Trenching	1/8/2016	1/12/2016	5	3	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

Digital Signage
Los Angeles-South Coast County, Annual

3.2 Construction 1 - 2016
Unmitigated Construction On-Site

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NonBio-CO2	Total CO2	CH4	N2O	CO2e
Off-Road	4.5700e-003	0.0537	0.0235	4.0000e-005	2.4800e-003	2.4800e-003	2.4800e-003	2.2800e-003	2.2800e-003	2.2800e-003	0.0000	3.9063	3.9063	1.1800e-003	0.0000	3.9311
Total	4.5700e-003	0.0537	0.0235	4.0000e-005	2.4800e-003	2.4800e-003	2.4800e-003	2.2800e-003	2.2800e-003	2.2800e-003	0.0000	3.9063	3.9063	1.1800e-003	0.0000	3.9311

Unmitigated Construction Off-Site

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NonBio-CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	1.3000e-004	1.3300e-003	0.0000	2.2000e-004	0.0000	2.2000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.2139	0.2139	1.0000e-005	0.0000	0.2141
Total	9.0000e-005	1.3000e-004	1.3300e-003	0.0000	2.2000e-004	0.0000	2.2000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.2139	0.2139	1.0000e-005	0.0000	0.2141

Digital Signage
Los Angeles-South Coast County, Annual

3.3 Construction 2 - 2016
Unmitigated Construction On-Site

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Off-Road	1.6600e-003	0.0194	9.6200e-003	2.0000e-005	9.1000e-004	9.1000e-004	9.1000e-004	8.4000e-004	8.4000e-004	8.4000e-004	0.0000	1.5461	1.5461	4.7000e-004	0.0000	1.5558
Total	1.6600e-003	0.0194	9.6200e-003	2.0000e-005	9.1000e-004	9.1000e-004	9.1000e-004	8.4000e-004	8.4000e-004	8.4000e-004	0.0000	1.5461	1.5461	4.7000e-004	0.0000	1.5558

Unmitigated Construction Off-Site

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.0000e-005	5.0000e-005	5.0000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0802	0.0802	0.0000	0.0000	0.0803
Total	3.0000e-005	5.0000e-005	5.0000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0802	0.0802	0.0000	0.0000	0.0803

Digital Signage Los Angeles-South Coast County, Mitigation Report

Construction Mitigation Summary

Phase	Percent Reduction											
	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Construction 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

OFFROAD Equipment Mitigation

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Cranes	Diesel	No Change	0	3	No Change	0.00
Excavators	Diesel	No Change	0	2	No Change	0.00
Forklifts	Diesel	No Change	0	0	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	No Change	0	0	No Change	0.00

Construction Localized Significance Thresholds: Construction 2

SRA No.	Acres	Source Receptor	
		Distance (meters)	Source Receptor Distance (Feet)
3	0.00	25	82

Source Receptor Distance (meters)	Southwest Coastal LA County	Equipment	Acres/8-hr Day	Acres/Hr	Equipment Used	Number of Hrs	Acres
	25	Tractors	0.5	0.0625			0
NOx	91	Graders	0.5	0.0625			0
CO	664	Dozers	0.5	0.0625	0	0	0
PM10	5.00	Scrapers	1	0.125			0
PM2.5	3.00					Acres	0.00

	Acres	25	50	100	200	500
NOx	1	91	93	107	139	218
	1	91	93	107	139	218
	1	91	93	107	139	218
CO	1	664	785	1156	2228	7269
	1	664	785	1156	2228	7269
	1	664	785	1156	2228	7269
PM10	1	5	14	28	56	140
	1	5	14	28	56	140
	1	5	14	28	56	140
PM2.5	1	3	5	9	21	75
	1	3	5	9	21	75
	1	3	5	9	21	75
Southwest Coastal LA County 0.00 Acres						
	25	50	100	200	500	
NOx	91	93	107	139	218	
CO	664	785	1156	2228	7269	
PM10	5	14	28	56	140	
PM2.5	3	5	9	21	75	

Acre Below		Acre Above	
SRA No.	Acres	SRA No.	Acres
3	1	3	1
Distance Increment Below 25			
Distance Increment Above 25			

Updated: 10/21/2009 - Table C-1. 2006 - 2008

CULVER CITY, CALIFORNIA (042214)

Period of Record Monthly Climate Summary

Period of Record : 01/01/1935 to 01/20/2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	66.5	67.1	67.8	70.1	71.5	74.1	78.0	79.0	78.7	76.0	71.6	67.6	72.3
Average Min. Temperature (F)	45.3	46.6	48.3	51.2	54.5	58.0	61.2	61.9	60.5	56.2	50.2	46.1	53.3
Average Total Precipitation (in.)	2.83	2.96	2.11	0.82	0.16	0.03	0.01	0.05	0.12	0.42	1.32	2.32	13.15
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.

Max. Temp.: 92.8% Min. Temp.: 92.6% Precipitation: 94.3% Snowfall: 95.2% Snow Depth: 95.2%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

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