

AGREEMENT BIBLIOGRAPHY

Agreement With:	Outfront Media LLC
Agreement Type:	Billboard removal and relocation agreement
Date Approved:	10 25 2016
Start Date:	10 25 2016
End Date:	10 24 2046
Contract Amount:	\$1,577,254.51
Comments	File No. 116.SP-027-2016 Community and Economic Development
Insurance Expiration:	06 01 2017
Date Archived:	ARCHIVED 12/16/2016



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OFFICE OF THE CITY CLERK**

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Council Member

Kris Beard
Council Member

December 7, 2016

OUTFRONT Media, LLC
1731 Workman Street
Los Angeles, CA 90031

Attention: Chris Steinbacher

Enclosed is an original recorded copy of the Billboard Removal and Relocation Agreement by and between the City of Garden Grove and OUTFRONT Media LLC.

The Agreement was approved by the City Council on October 25, 2016.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy, CMC
Députy City Clerk

Enclosure

c: Finance Department
Community and Economic Development/Planning

RECORDING REQUESTED BY:
City of Garden Grove

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Hugh Nguyen, Clerk-Recorder



NO FEE

2016000617163 2:04 pm 12/06/16

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When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

Attn: Maritza Pizarro

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Billboard Removal and Relocation Agreement

This document is exempt from payment
Of recording fee pursuant to Section 6103 of Government Code.

Maritza Pizarro, Deputy Clerk

**THIS PAGE WAS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
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City of Garden Grove

When Recorded Mail To:

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City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

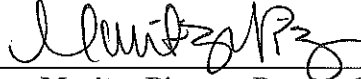
Attn: Maritza Pizarro

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Maritza Pizarro, Deputy Clerk

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BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is entered into as of this 25th day of October, 2016 (the "Effective Date"), by and among the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"). City and Company are sometimes referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

2. REMOVAL OF EXISTING BILLBOARDS.

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

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

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

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

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor.

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

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

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

4. PUBLIC SERVICES.

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

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

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

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

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

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

5. DEVELOPMENT APPROVALS.

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

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

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

7. PROCESSING FEE AND MITIGATION FEES.

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

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

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

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

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

9. INSURANCE AND INDEMNITY.

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

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

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

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

e. Third Party Challenge. In the event of a third-party challenge to this Agreement, and a final court order or judicially approved settlement resulting in the removal of one or more Digital Billboards, Company shall be entitled, in its sole discretion, to replace the removed Digital Billboard(s) with a non-digital billboard sign face or faces in accordance with subsection D(3)(1) of GGMC Section 9.20.110. If Company exercises such right, then Company shall pay the City the reduced Annual Mitigation Fee for the replacement non-Digital Billboard in accordance with Subsection 7.b. and the City shall not be entitled to claim any lost revenues or damages as a result of such election by Company.

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

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

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

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

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

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

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

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

11. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

Notices shall be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

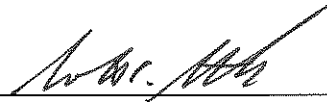
SIGNATURES ON FOLLOWING PAGE

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


"CITY"

CITY OF GARDEN GROVE

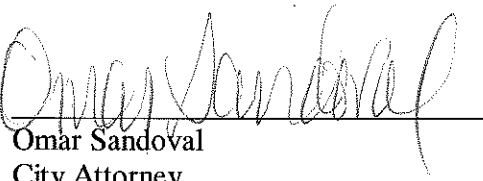
Date: 10/31/16

By: 
Scott C. Stiles
City Manager

ATTEST:

By: 
Kathleen Bauer
City Clerk

APPROVED AS TO FORM:

By: 
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

Date: 9/20/16

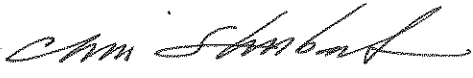
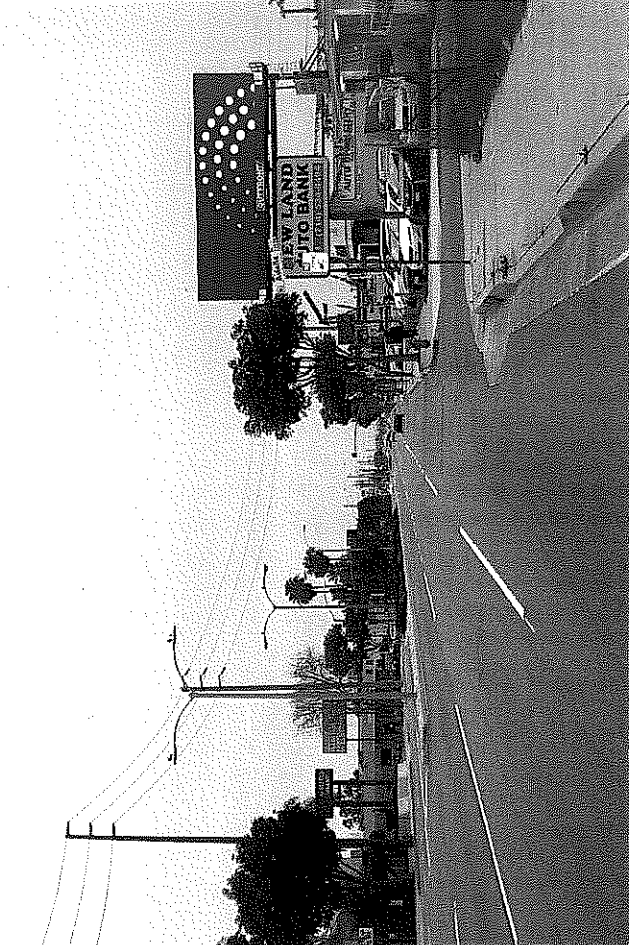
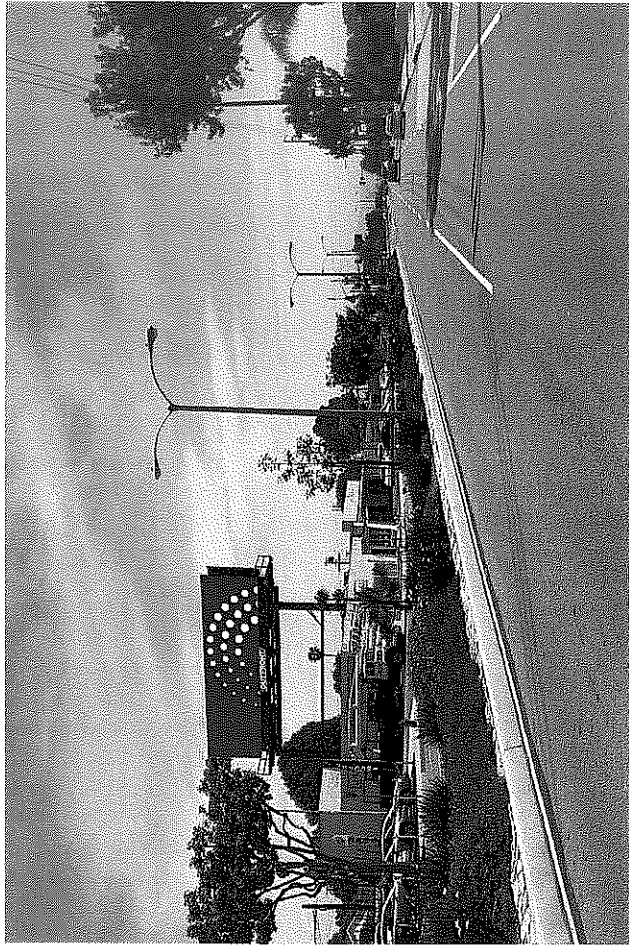
By: 
Chris Steinbacher
Senior Vice President, Real Estate

EXHIBIT "A-1"
DESCRIPTION OF THE EXISTING BILLBOARDS
AND
THE EXISTING BILLBOARD SITES

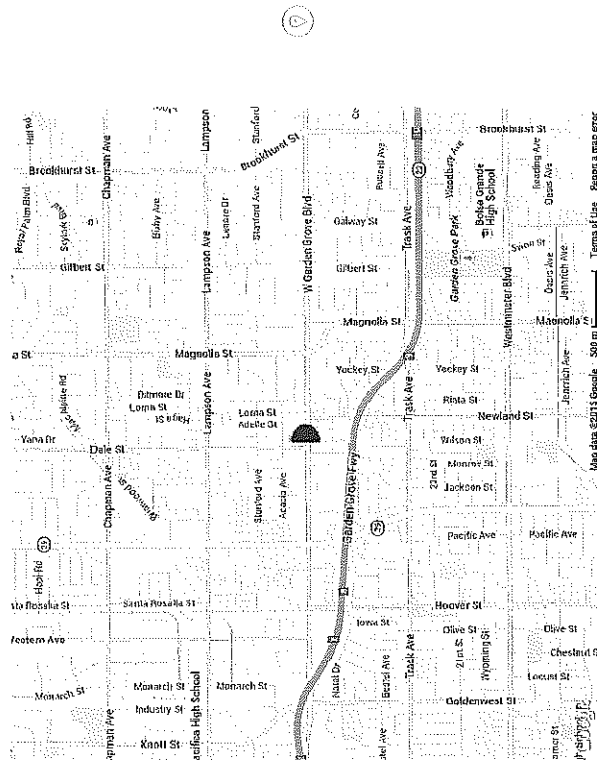
EXHIBIT "A-1"

850-B & 849-B

8571 Garden Grove, Garden Grove, CA

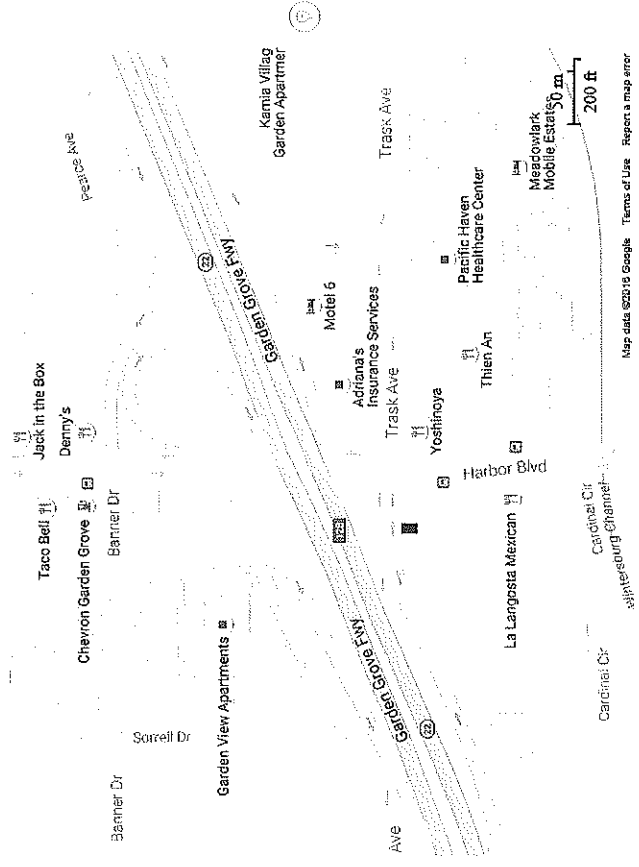
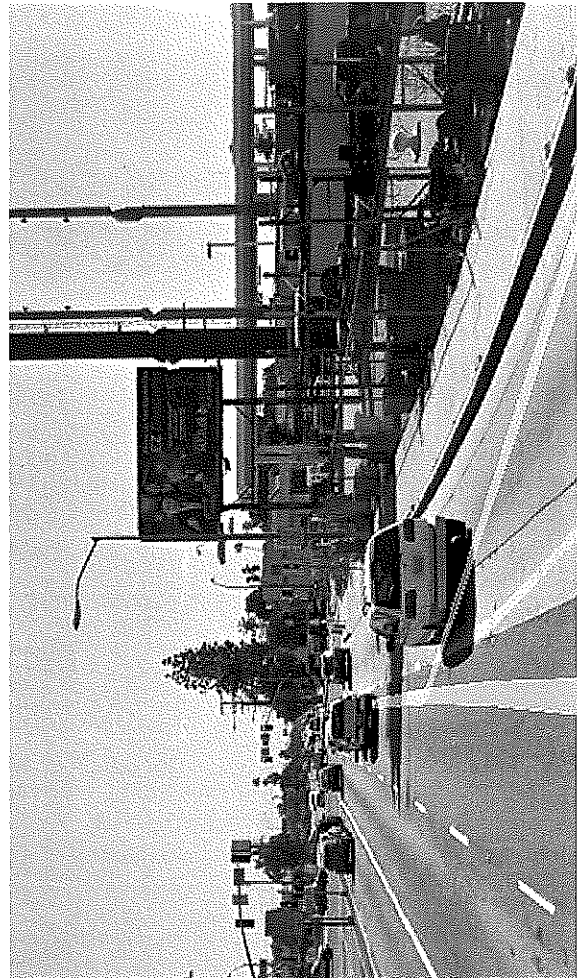
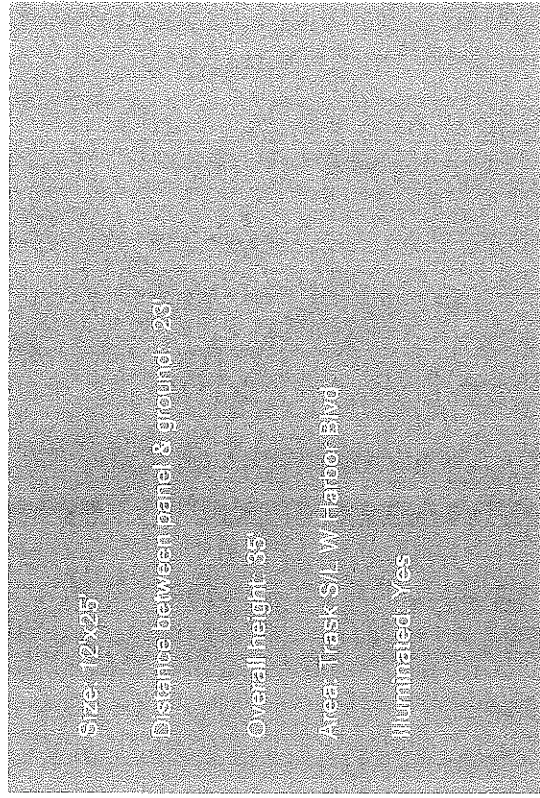
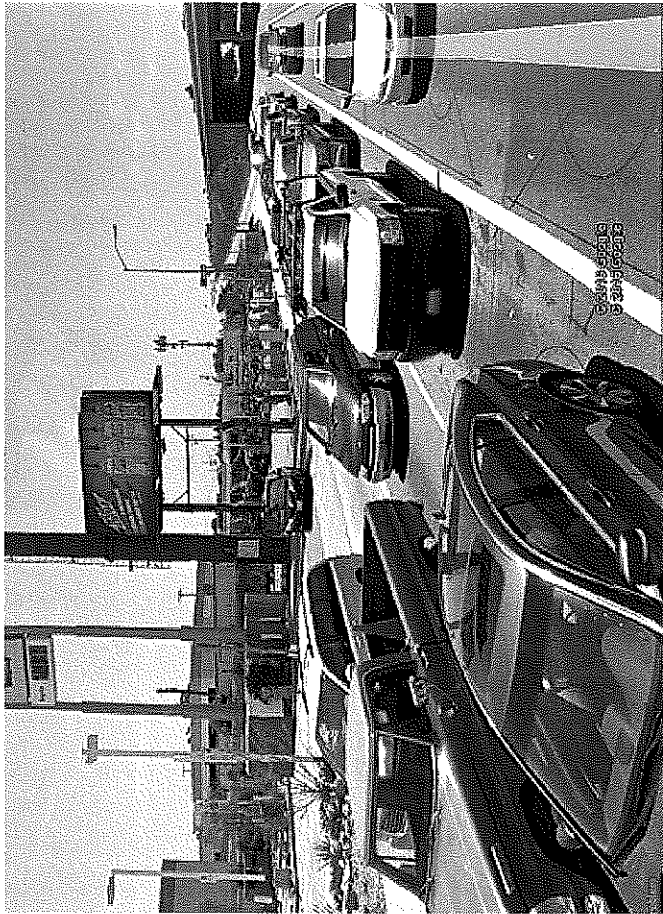


Size: 14x48
 Distance between panel & ground: 30
 Overall height: 45
 Area: Garden Grove / S5 Orange County
 Illuminated: Yes



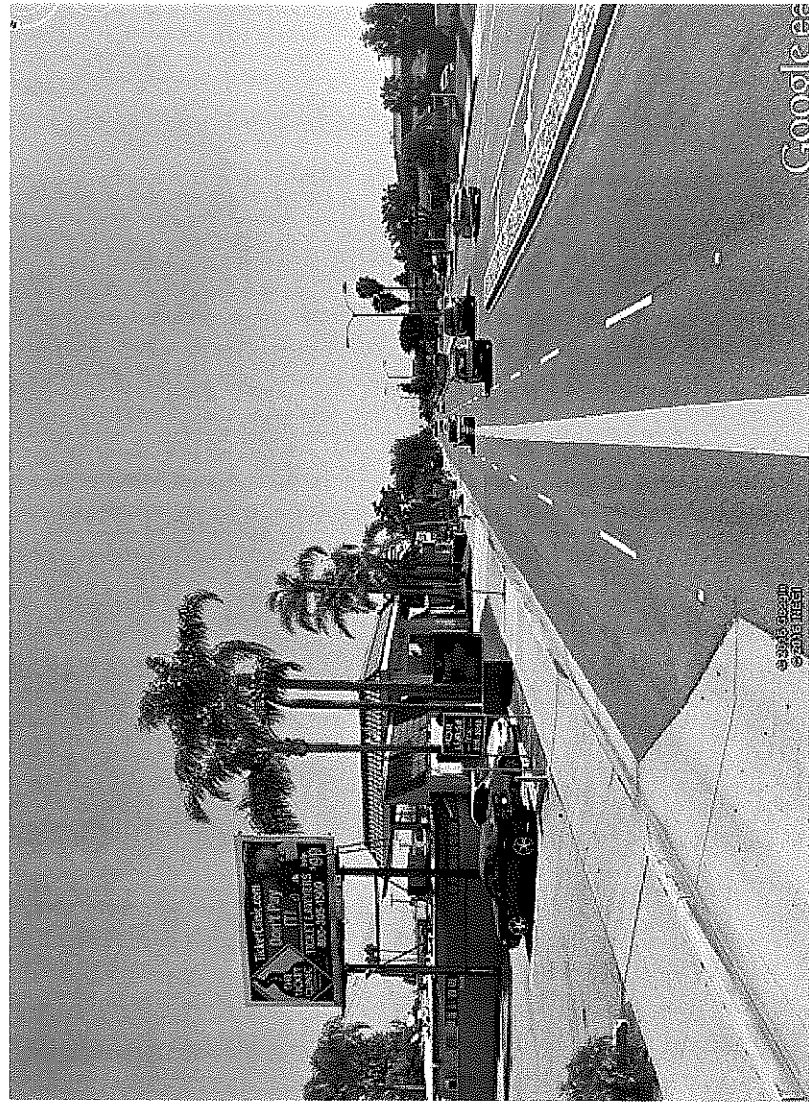
2667-P & 2692-P

13551 Harbor Blvd., Garden Grove, CA



1731 Wilshire Street Los Angeles, CA 90031 | (213) 222-7171





Size: 12'x25'
 Distance between panel & ground: 21'
 Overall height: 33'
 Area: GARDEN GROVE & JOSEPHINE
 Illuminated: Yes

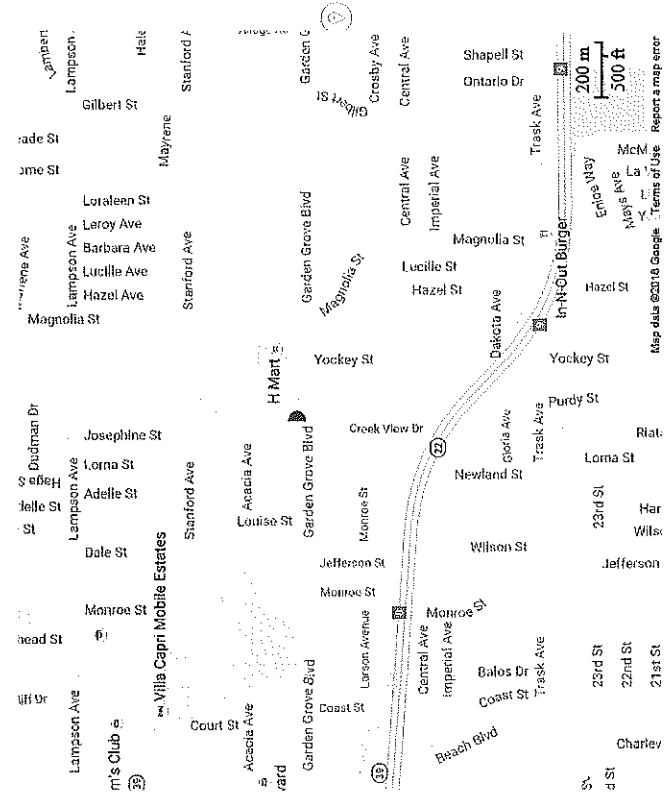
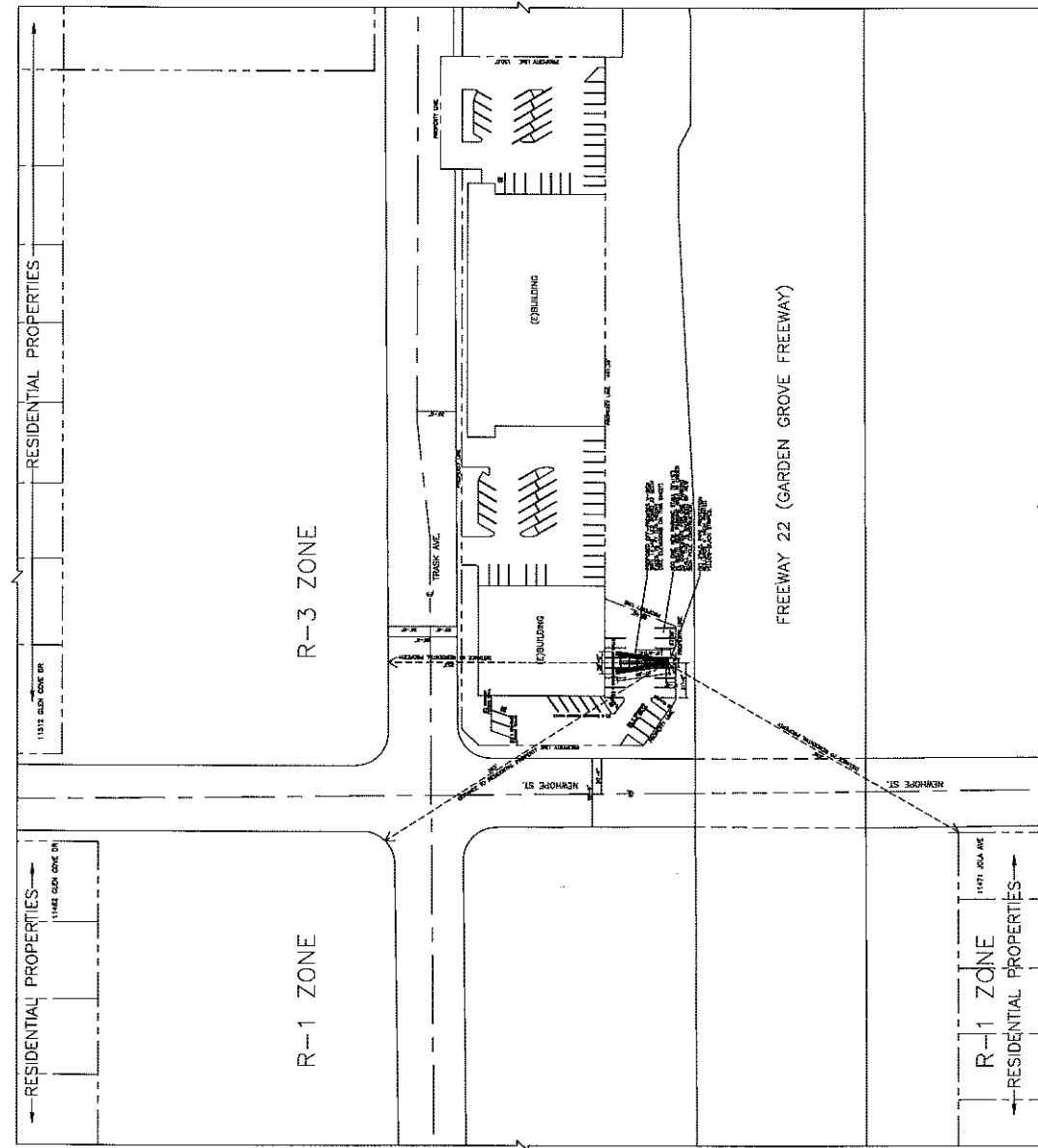


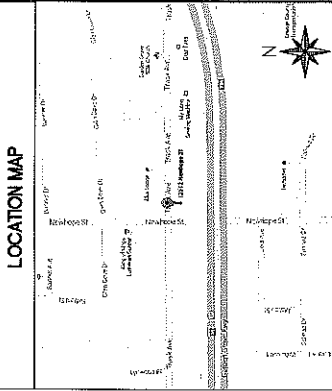
EXHIBIT "A-2"
DESCRIPTION OF THE DIGITAL BILLBOARDS
AND
THE RELOCATION SITE

SEE ATTACHED

EXHIBIT "A-2"



SITE PLAN FOR PROPOSED V-SIGN
1" = 50'-0"

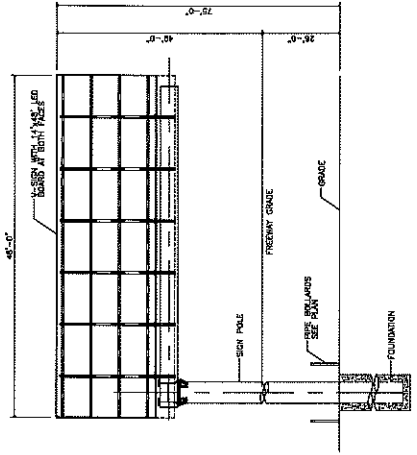
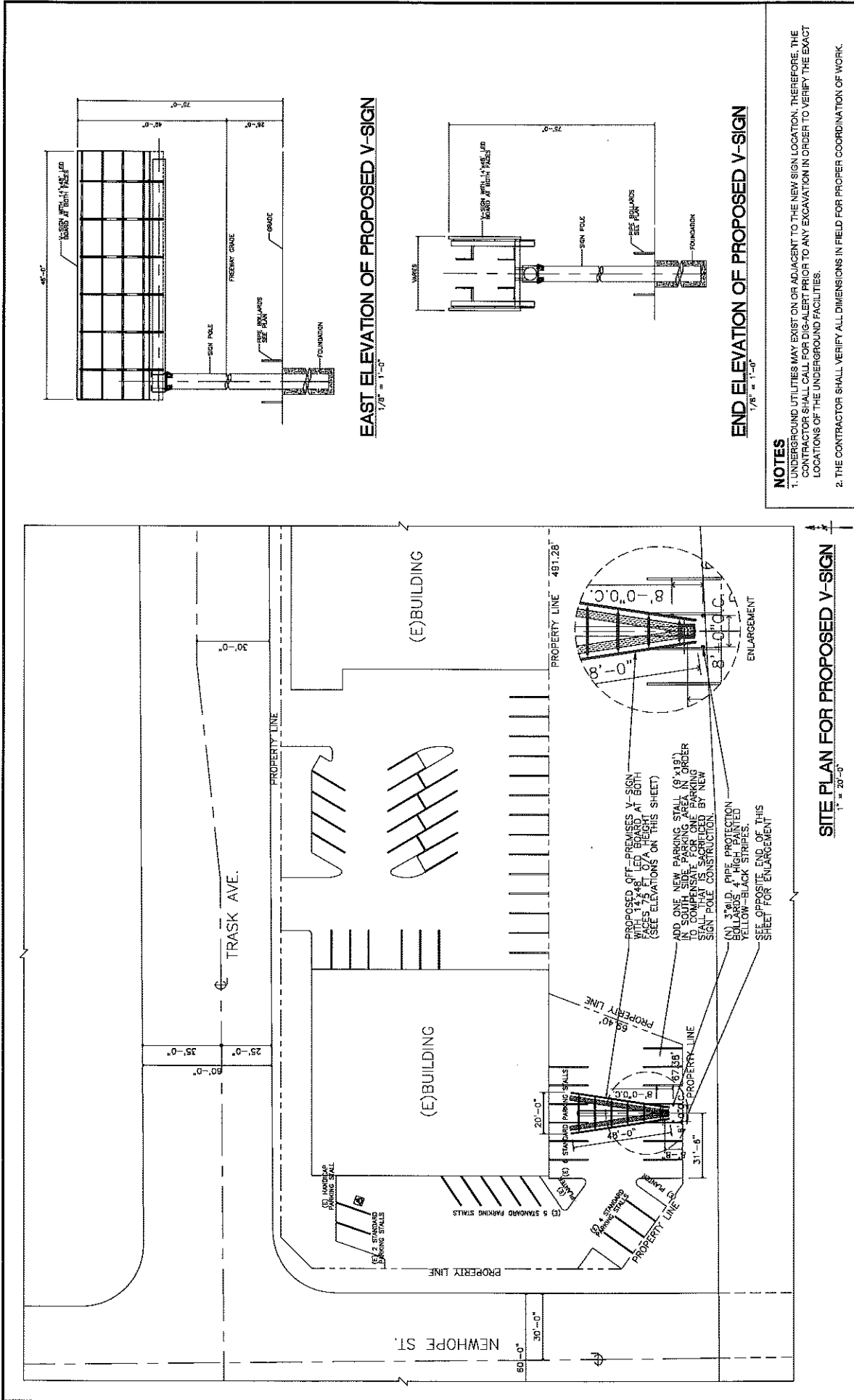


PROJECT INFORMATION

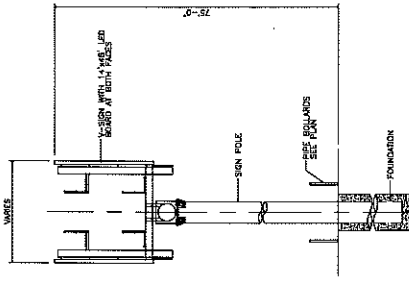
NEW V-SIGN WITH 14'x45' LED ON BOTH FACES
 13512 KERNHORE ST.
 11471 6TH AVE
 OAKLAND, CA 94643
 1721 WILSON ST.
 OAKLAND, CA 94612
 APPLICANT: LEEDCO ENGINEERS, INC.
 2870 BALMAIN AVE.
 OAKLAND, CA 94612
 M-1
 APPLICABLE 2013 CBC, CHARTER AND CODES
 WITH LOCAL AMENDMENTS
 DESCRIPTION: 100-125-02
 LOT AREA: 88,248 S.F.

* TOTAL BLDG AREA: 11,350 S.F.
 * TOTAL BLDG VOLUME: 26,750 S.F.
 * BUILD HEIGHT: 25'-0"
 * NO. OF STORIES: 1-STORY

<p>THESE DRAWINGS AS INSTRUMENT OF SERVICE ARE THE PROPERTY OF LEEDCO ENGINEERS, AND SHALL NOT BE REPRODUCED WITHOUT THE CONSENT OF DR. C. D. LEE.</p> <p>3875 BALMAIN AVE., EL MONT, CA. 91731 (925) 448-9922</p>	<p>LEEDCO ENGINEERS, INC. STRUCTURAL ENGINEERS</p>	<p>TITLE: NEW V-SIGN WITH 14'x45' LED ON BOTH FACES OWNER: OUTFRONT MEDIA JOB ADDRESS: 13512 KERNHORE ST., OAKLAND, CA 94643</p>	<p>APPROVED BY: C. D. LEE DRAWN BY: J.C.L.</p>	<p>DATE: 08-20-16</p>	<p>SHEET 1 OF 2</p>
--	---	--	---	-----------------------	---------------------



EAST ELEVATION OF PROPOSED V-SIGN
1/8" = 1'-0"



END ELEVATION OF PROPOSED V-SIGN
1/8" = 1'-0"

NOTES

- UNDERGROUND UTILITIES MAY EXIST ON OR ADJACENT TO THE NEW SIGN LOCATION. THEREFORE THE CONTRACTOR SHALL CALL FOR DIG-4-EST PRIOR TO ANY EXCAVATION IN ORDER TO VERIFY THE EXACT LOCATIONS OF THE UNDERGROUND FACILITIES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD FOR PROPER COORDINATION OF WORK.

<p>THESE DRAWINGS AS INSTRUMENT OF SERVICE ARE THE PROPERTY OF LEEDCO ENGINEERS, INC. AND SHALL NOT BE REPRODUCED WITHOUT THE CONSENT OF DR. C. D. LEE.</p>		<p>TITLE: <u>SITE PLAN FOR PROPOSED V-SIGN</u> OWNER: <u>LEEDCO ENGINEERS, INC.</u> JOB ADDRESS: <u>3405 BILTMORE AVE. & NEWHOPE ST., BAYVIEW, CA 94704</u></p>		<p>DATE: <u>06-20-16</u> DRAWN BY: <u>J.C.</u> CHECKED BY: <u>C. D. LEE</u> SCALE: <u>AS SHOWN</u></p>		<p>SHEET: <u>2</u> OF <u>2</u></p>	
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EXHIBIT "B"

SCHEDULE OF PERFORMANCE

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

EXHIBIT "C"

ANNUAL MITIGATION FEE

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

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

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

EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2016

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

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

PRODUCER Lisa Wong Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203-3944 818-539-1210 Lisa_wong@ajg.com	CONTACT NAME: OUTFRONT Media Certificate Processing PHONE (A/C, No., Ext): 818-539-2300 FAX (A/C, No.): 818-539-1801 E-MAIL ADDRESS: Certrequests@ajg.com														
INSURED Christie Coleman CBSOUTD-02 OUTFRONT Media Inc. 405 Lexington Ave., 17th Floor New York, NY 10174 973-439-8633 christie.coleman@outfrontmedia.com	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company AXV</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company AXV</td> <td>37885</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance C Att</td> <td>20699</td> </tr> <tr> <td>INSURER D: XV</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company AXV	22322	INSURER B: XL Specialty Insurance Company AXV	37885	INSURER C: ACE Property & Casualty Insurance C Att	20699	INSURER D: XV		INSURER E:		INSURER F:	
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INSURER C: ACE Property & Casualty Insurance C Att	20699														
INSURER D: XV															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1676887039 **REVISION NUMBER:** com

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD3001134 (USA) CA00004371L116A (Canada)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437795 (USA) CA00004372AU16A (Canada)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Ded \$500,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG28122810	6/1/2016	6/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	RWD3001135 (AOS) RWR3001136 (VI)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
Risk Management
11-10-16

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

RE: Digital Billboard on 13512 Newhope St, Garden Grove, CA.

The Certificate Holder is an additional insured for General Liability, on a primary and non-contributory basis, as respects the Named Insureds operations, if the Named Insured has agreed, prior to loss, to provide such coverage. Please refer to attached General Liability and Auto Liability endorsement for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General See Attached...

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Larry Campbell</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED OUTFRONT Media Inc. 405 Lexington Ave., 17th Floor New York, NY 10174	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Liability, Auto Liability and Workers' Compensation as required by written contract buy only as respects to operations of the Named Insured. Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder. Umbrella is follow form. ✓

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 6/1/2016, forms a part of

Policy No. RGD3001134 issued to OUTFRONT Media Inc.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

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

Wendy M. Jay
Risk Management
11-16-16

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law).

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

Heidi M. Jay
Risk Management
11-16-10

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

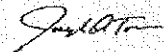
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2016 Policy No. RWR3001136 Endorsement No.

Insured OUTFRONT Media Inc.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



WC 00 03 13
(Ed. 4-84)

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

William M. Jay
Risk Management
11-16-16

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

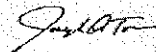
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2016 Policy No. RWD3001135 Endorsement No.

Insured OUTFRONT Media Inc.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



WC 00 03 13
(Ed. 4-84)

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

Wendy M. Gray
Risk Management
11-16-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.	Various as required per written contract.

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

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

However:

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

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

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

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

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

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

Heidi M. Jany
Risk Management
11-16-16

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9393-16

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

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

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

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

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

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

WHEREAS, a duly noticed Public Hearing was held by the City Council on October 25, 2016, and all interested persons were given an opportunity to be heard; and

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

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

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

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

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

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

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

Adopted this 25th day of October 2016.

ATTEST:

/s/ BAO NGUYEN
MAYOR

/s/ TERESA POMEROY, CMC
DEPUTY CITY CLERK

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

I, TERESA POMEROY, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on October 25, 2016, by the following vote:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ TERESA POMEROY, CMC
DEPUTY CITY CLERK

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9394-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING A BILLBOARD REMOVAL AND RELOCATION AGREEMENT WITH
OUTFRONT MEDIA, LLC

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

WHEREAS, following a duly noticed Public Hearing on September 15, 2016, the Planning Commission of the City of Garden Grove (i) recommended the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project and (ii) approved Site Plan No. SP-027-2016 and Variance No. V-013-2016, subject to City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program;

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

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

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

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

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

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

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

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

Adopted this 25th day of October 2016.

ATTEST:

/s/ BAO NGUYEN
MAYOR

/s/ TERESA POMEROY, CMC
DEPUTY CITY CLERK

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

I, TERESA POMEROY, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on October 25, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:	(5)	BEARD, BUI, JONES, PHAN, NGUYEN
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC
DEPUTY CITY CLERK

EXHIBIT "A"

**BILLBOARD REMOVAL AND RELOCATION AGREEMENT
WITH OUTFRONT MEDIA, LLC**

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is entered into as of this 25th day of October, 2016 (the "Effective Date"), by and among the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"). City and Company are sometimes referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

2. REMOVAL OF EXISTING BILLBOARDS.

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

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

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

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

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor.

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

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

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

4. PUBLIC SERVICES.

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

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

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

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

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

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

5. DEVELOPMENT APPROVALS.

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

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

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

7. PROCESSING FEE AND MITIGATION FEES.

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

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

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

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

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

9. INSURANCE AND INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

Notices shall be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

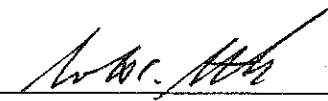
SIGNATURES ON FOLLOWING PAGE

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

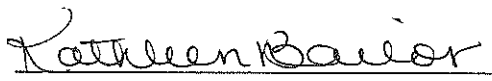
"CITY"

CITY OF GARDEN GROVE

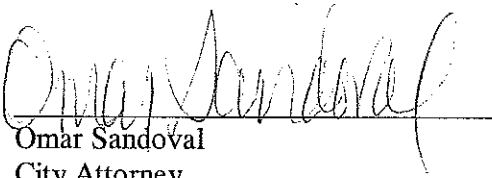
Date: 10/31/16

By: 
Scott C. Stiles
City Manager

ATTEST:

By: 
Kathleen Baulor
City Clerk

APPROVED AS TO FORM:

By: 
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

Date: 9/26/16

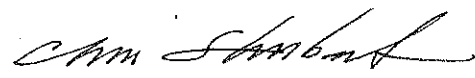
By: 
Chris Steinbacher
Senior Vice President, Real Estate

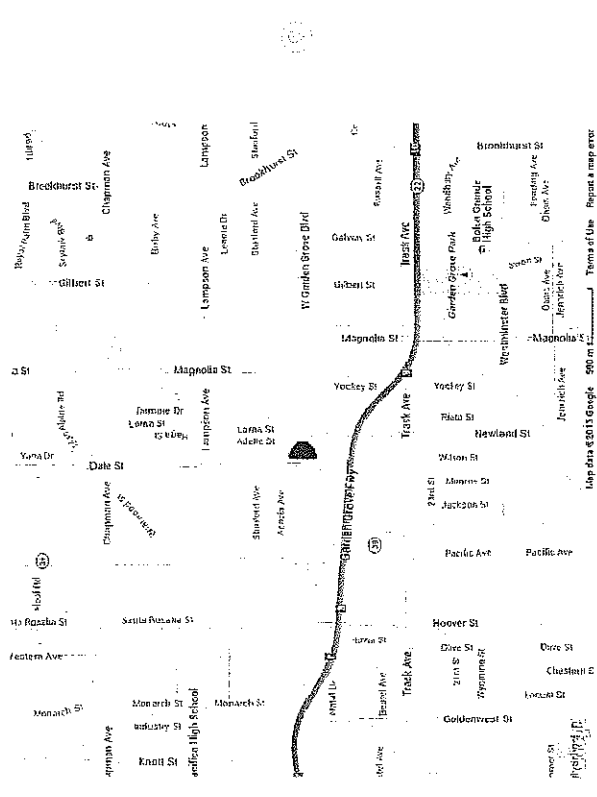
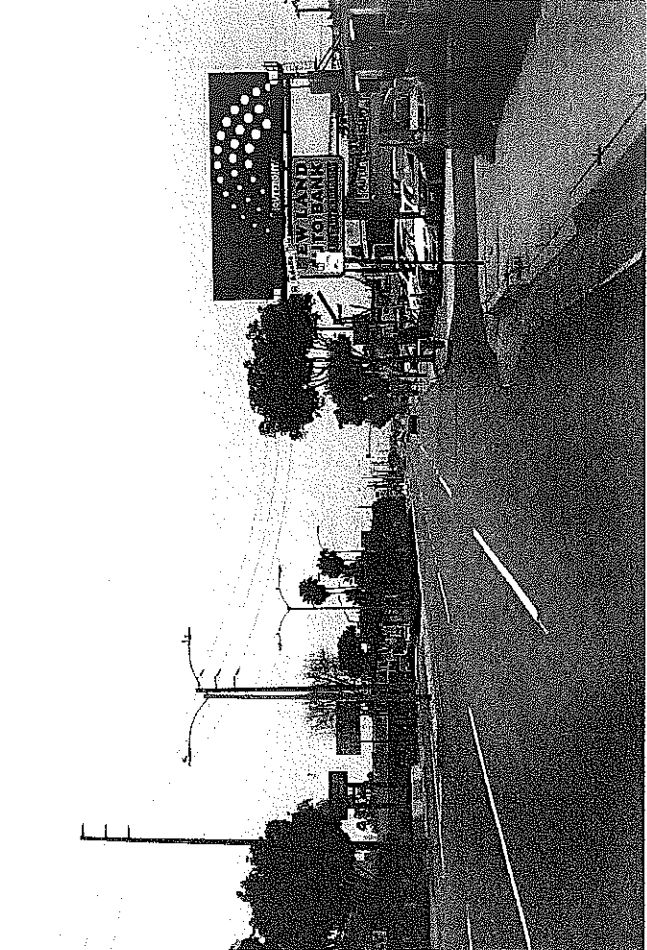
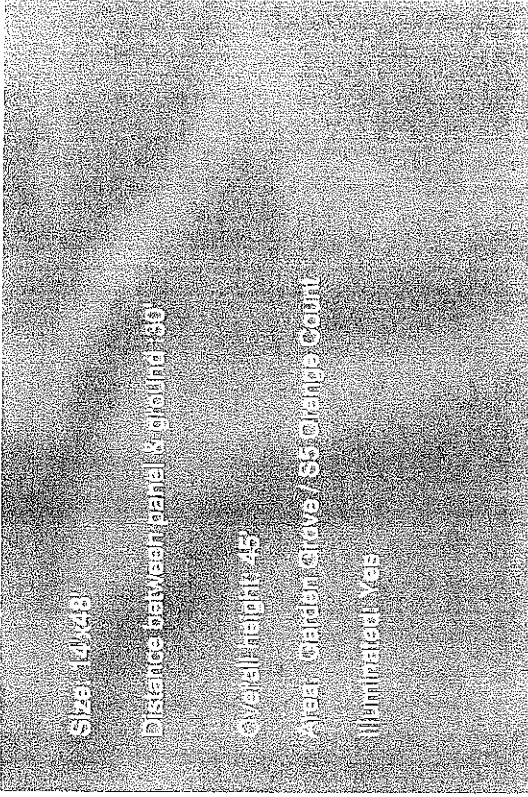
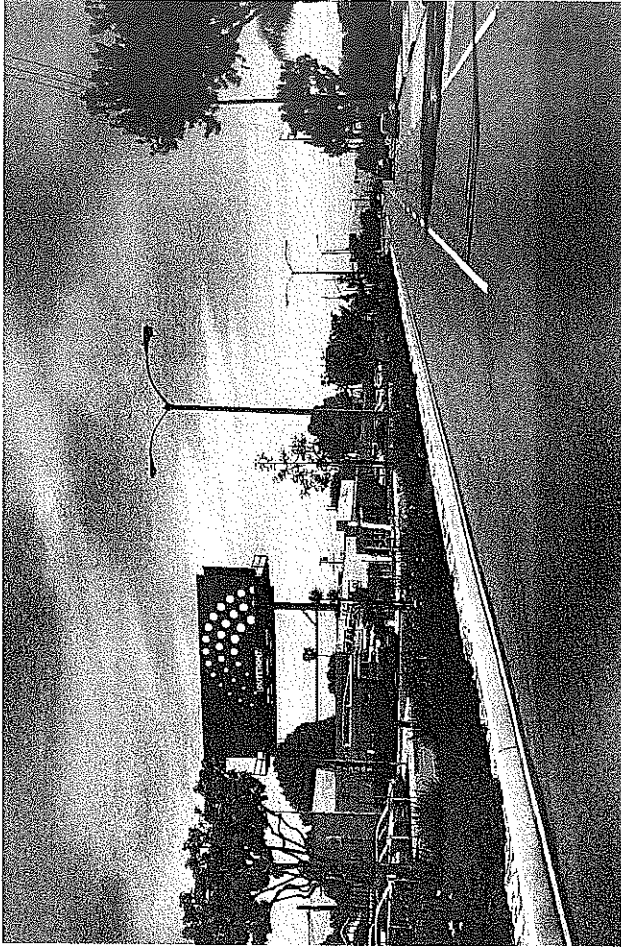
EXHIBIT "A-1"

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

EXHIBIT "A-1"

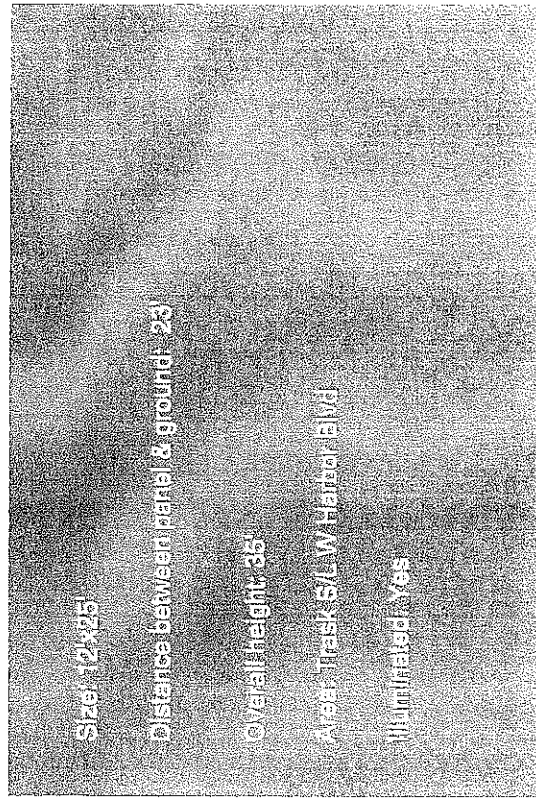
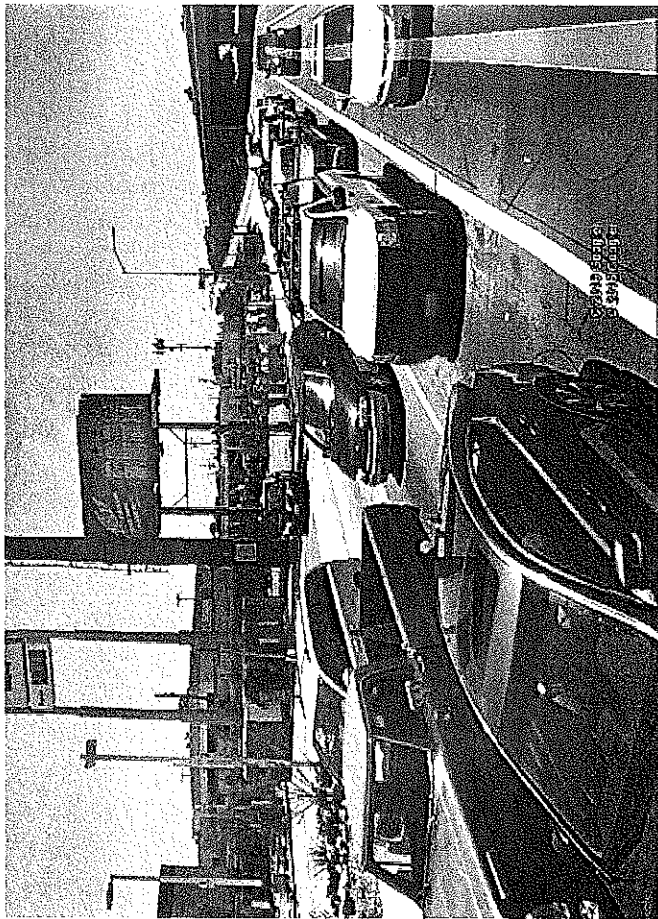
850-B & 849-B

8571 Garden Grove, Garden Grove, CA



2667-P & 2692-P

13551 Harbor Blvd., Garden Grove, CA



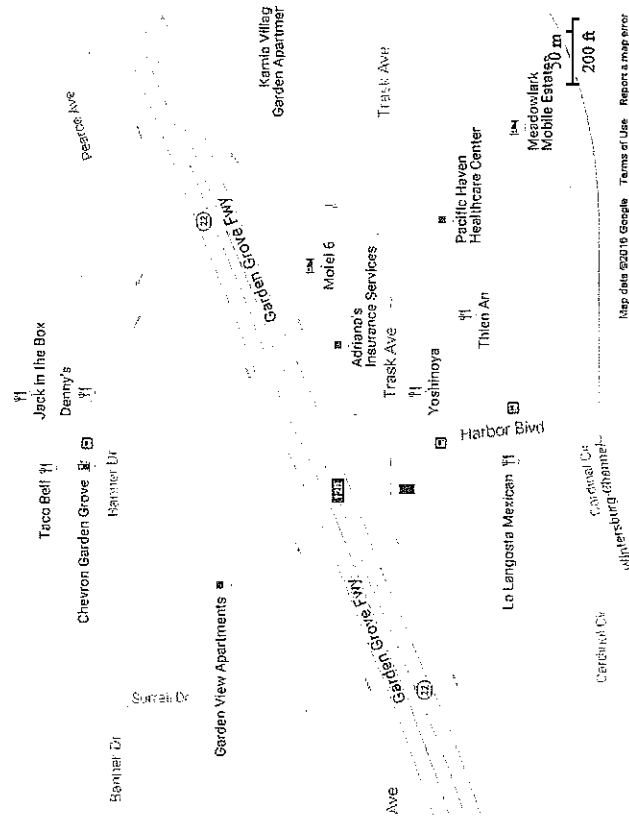
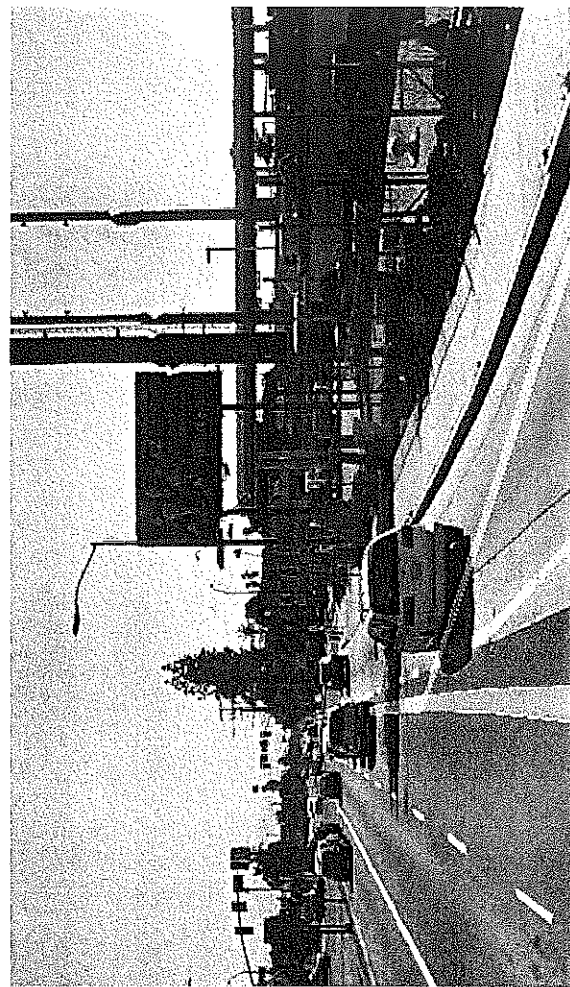
Size: 12x25

Distance between panel & ground: 23

Overall height: 35

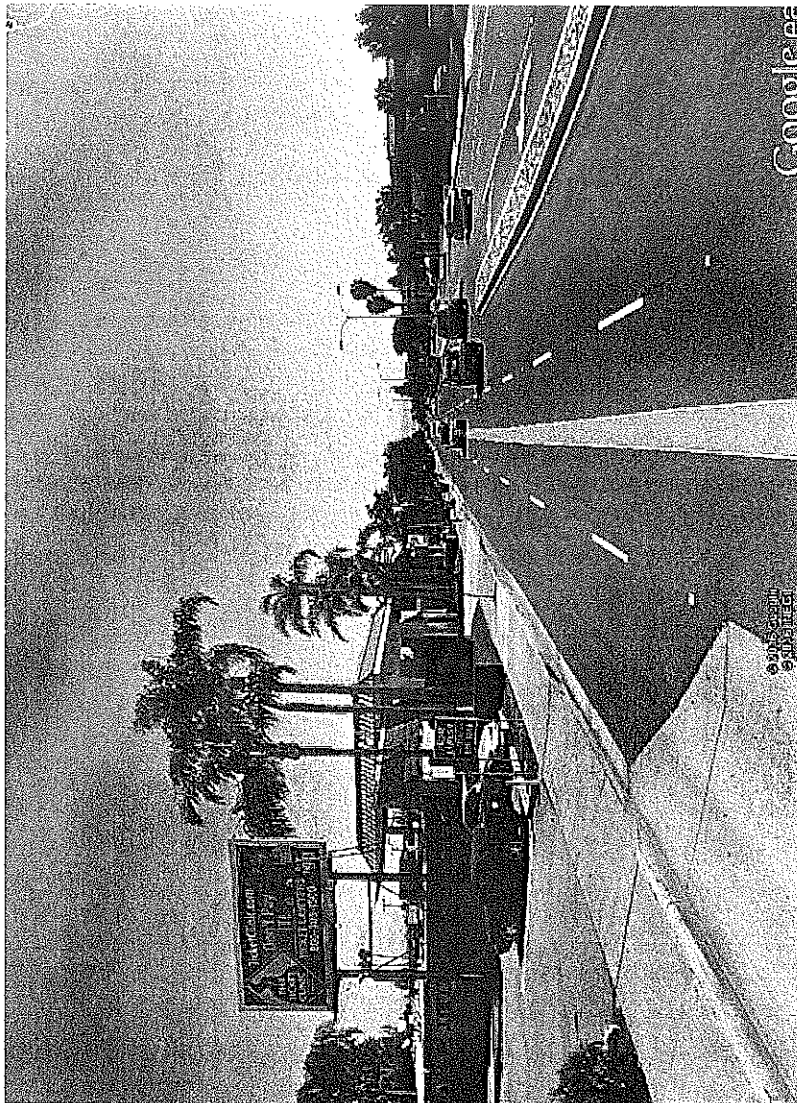
Area: Trask S/L W Harbor Blvd

Illuminated: Yes



3116-P

8751 Garden Grove, Garden Grove, CA



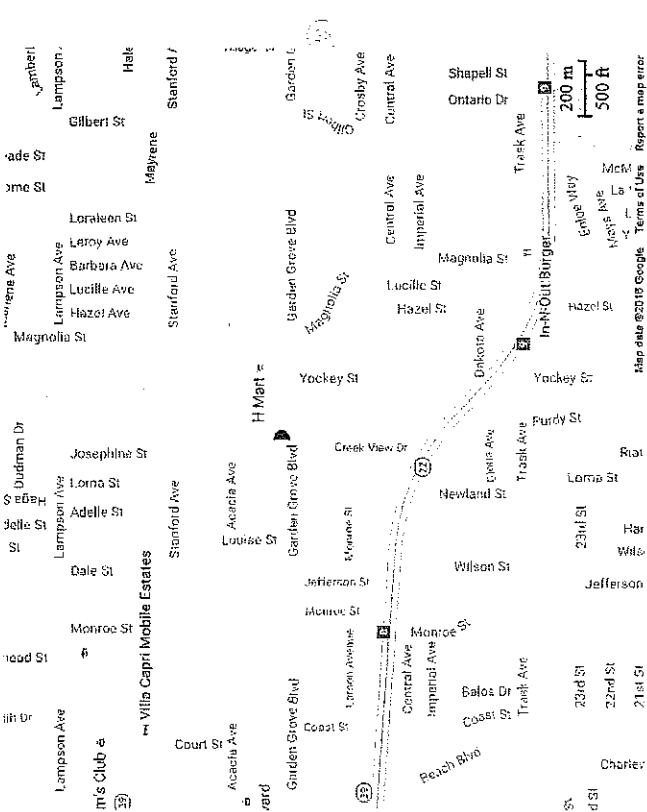
Size: 12x25

Distance between panel & ground: 21'

Overall height: 33'

Area: GARDEN GROVE & JOSEPHINE

Illuminated: Yes



OUTFRONT
media

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

SEE ATTACHED

EXHIBIT "A-2"

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

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

EXHIBIT "C"

ANNUAL MITIGATION FEE

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

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

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

EXHIBIT "D"

CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION REPORTING PROGRAM AND A BILLBOARD REMOVAL AND RELOCATION AGREEMENT (F: 116.SP-027-2016)

Following staff's presentation and City Council discussion:

It was moved by Council Member Jones, seconded by Council Member Beard that: Resolution No. 9393-16 entitled A Resolution of the City Council of the City of Garden Grove adopting a Mitigated Negative Declaration and Mitigation Reporting Program for conversion of relocated billboards within SR-22 Freeway corridor to an electronic billboard at 13512 Newhope Street, be adopted; and

Resolution No. 9394-16 entitled A Resolution of the City Council of the City of Garden Grove approving a Billboard Removal and Relocation Agreement with Outfront Media LLC, be adopted.

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

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

OBJECTIVE

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

BACKGROUND

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

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

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

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

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

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

DISCUSSION

Billboard Removal and Relocation Agreement:

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

agreement.

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

Mitigated Negative Declaration:

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

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

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

By: Lee Marino, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
Planning			
Commission			

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

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

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

REQUEST:

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

BACKGROUND:

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

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

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

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

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

DISCUSSION:

Site Plan

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

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

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

Location

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

Height

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

Supporting Structure and Sign Faces

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

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

Removal of Existing Billboard Faces

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

Billboard Relocation Agreement

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

Variance

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

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

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

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

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

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

Mitigated Negative Declaration

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

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

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

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

KARL HILL
Planning Services Manager

By: Lee Marino
Senior Planner

RESOLUTION NO. 5867-16

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

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

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

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

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

BE IT FURTHER RESOLVED as follows:

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

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

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

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

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

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

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

FACTS:

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

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

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

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

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

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

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

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

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

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

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

Location

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

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

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

Height

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

Supporting Structure and Sign Faces

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

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

Removal of Existing Billboard Faces

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

Billboard Relocation Agreement

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

FINDINGS AND REASONS:

Site Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Variance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

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

Adopted this 15th day of September, 2016

ATTEST:

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

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

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

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

/s/ JUDITH MOORE
SECRETARY

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

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

EXHIBIT "A"

CONDITIONS OF APPROVAL

For

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

General Conditions

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

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

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

Building Services Division

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

Fire Department

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

Community and Economic Development Department

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

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

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

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

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

Site Plan No. SP-027-2016 & Variance No. V-013-2016
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- The minimum display duration time for messages shall be not less than 8 seconds, and the minimum display time between messages shall be not more than 1 second;
 - The LED billboard shall not contain any software, hardware, or other technology that would allow the billboard to interact with drivers, vehicles, or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic position system, or other device;
 - In the event of any failure or combination of failures that affect the electronic billboard's luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to an "off" position until the problem can be resolved.
- d. The operator of electronic LED billboard shall submit within 30 days following June 30 of each year, a written report regarding operation of each electronic billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such electronic billboards operated by such operator within the Garden Grove (22) Freeway Corridor. The report shall, when appropriate, identify incidents or facts that relate to specific electronic billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:
- Status of the operator's license as required by California Business and Professions Code Section 5300 et seq.;
 - Status of the required permit for individual electronic billboards, as required by California Business and Professions Code Section 5350 et seq.;
 - Compliance with the California Outdoor Advertising Act, California Business and Professions Code Section 5200 et. seq. and all regulations adopted pursuant to such Act;
 - Compliance with California Vehicle Code Sections 21466.5 and 21467;
 - Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the Federal Highway Beautification Act (23 U.S.C. § 131);
 - Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
 - Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of electronic billboards within the Garden Grove (22) Freeway Corridor;

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

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

DRAFT MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

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

Applicant: Katie Metz (Outfront Media)
Date: September 15, 2016

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

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

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

Action: Resolution No. 5867-16 was approved.

Motion: Zamora Second: Barker

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

Noes: (0) None

Absent: (2) Margolin, O'Neill

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

This Resolution shall take effect immediately.

EXHIBIT "A"

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

2. REMOVAL OF EXISTING BILLBOARDS.

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

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

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

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

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor.

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

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

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

4. PUBLIC SERVICES.

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

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

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

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

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

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

5. DEVELOPMENT APPROVALS.

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

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

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

7. PROCESSING FEE AND MITIGATION FEES.

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

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

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

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

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

9. INSURANCE AND INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

Notices shall be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

"CITY"

CITY OF GARDEN GROVE

Date: _____

By: _____

Scott C. Stiles
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

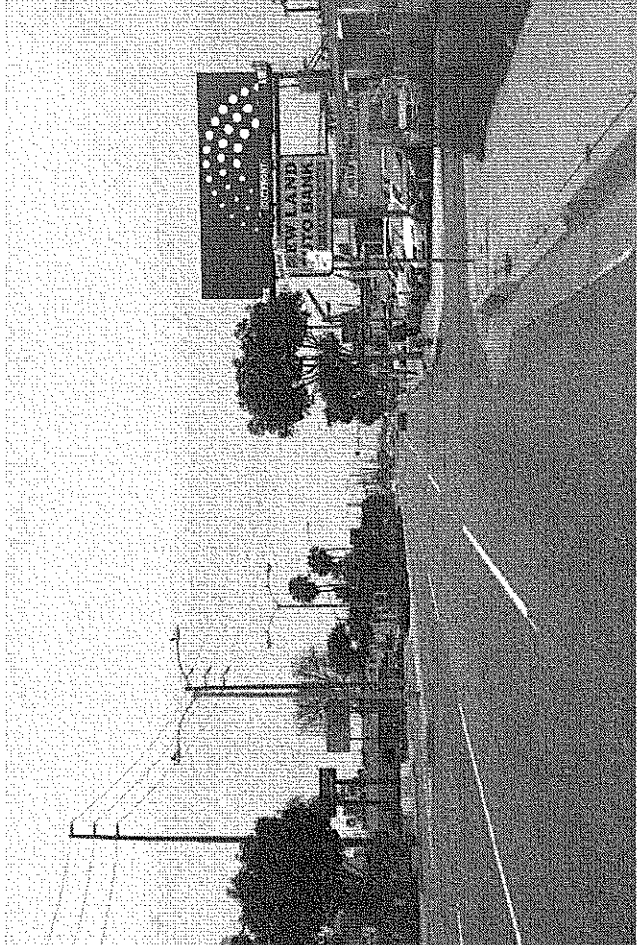
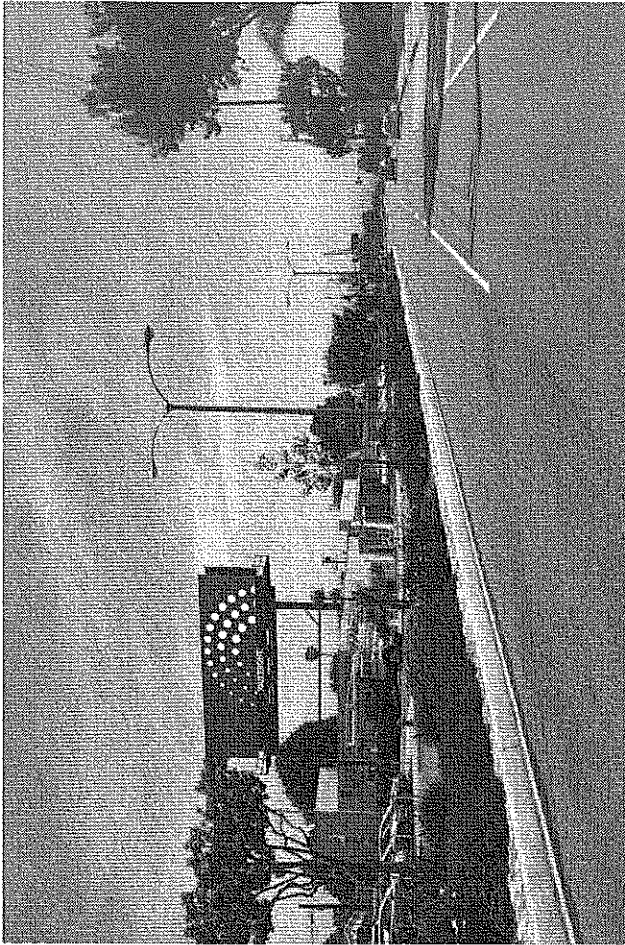
Date: _____

By: _____

Chris Steinbacher
Senior Vice President, Real Estate

EXHIBIT "A-1"
DESCRIPTION OF THE EXISTING BILLBOARDS
AND
THE EXISTING BILLBOARD SITES

EXHIBIT "A-1"



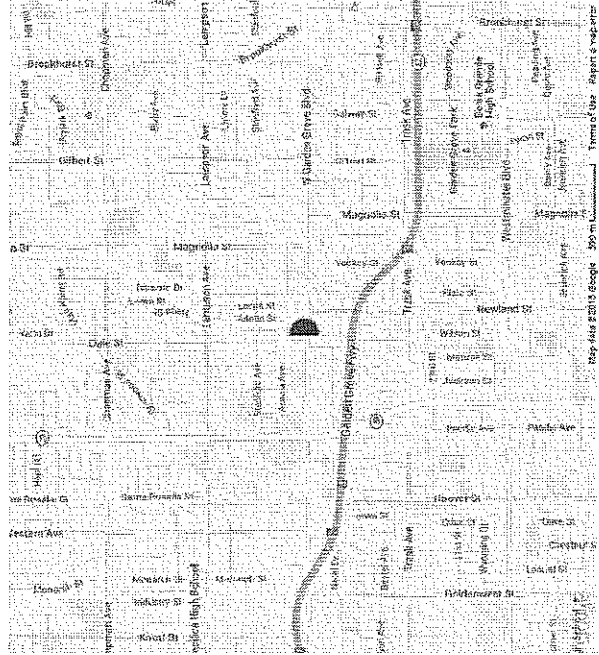
Size: 14x48'

Distance between panel & ground: 30'

Overall height: 45'

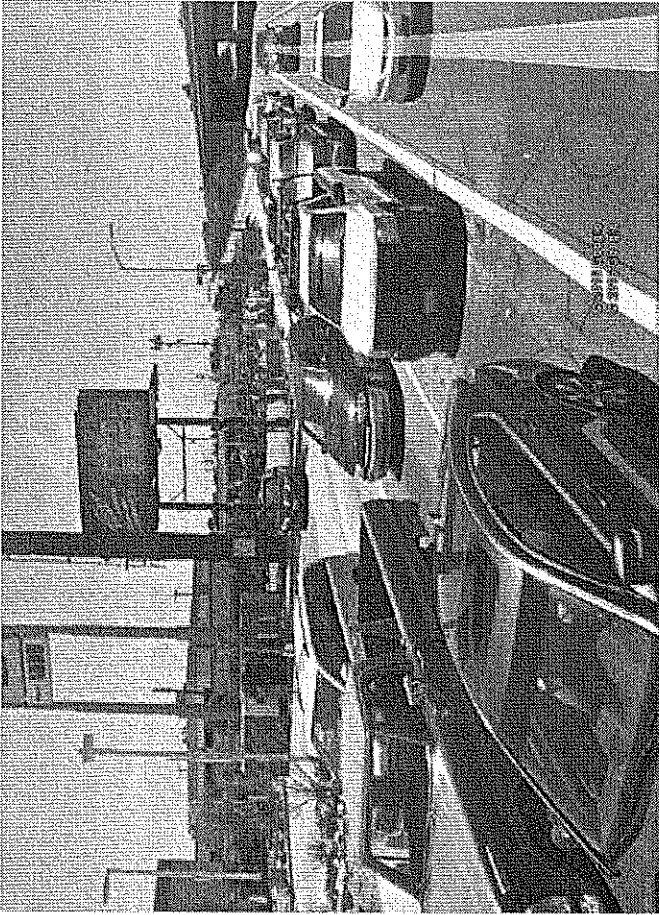
Area: Garden Grove / 85 Orange Count

Illuminated: Yes



2667-P & 2692-P

13551 Harbor Blvd., Garden Grove, CA



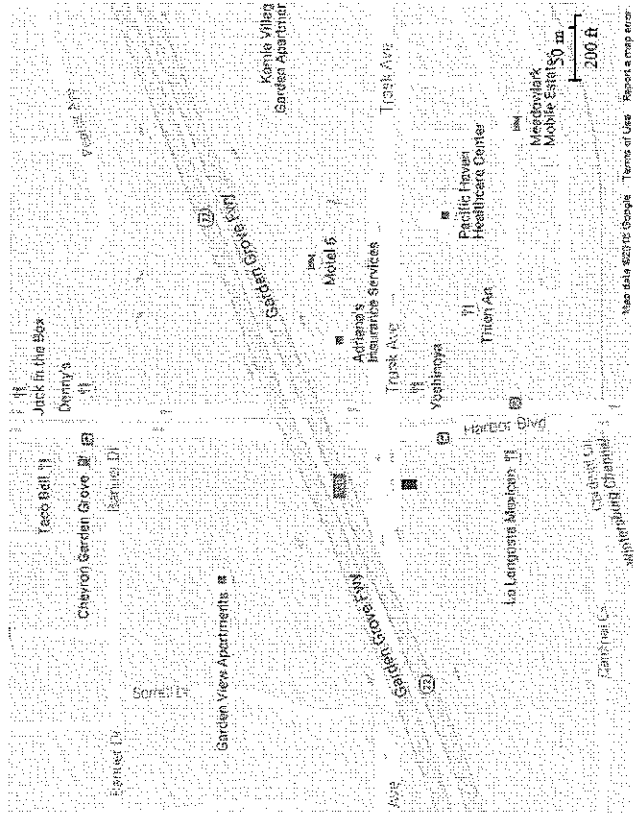
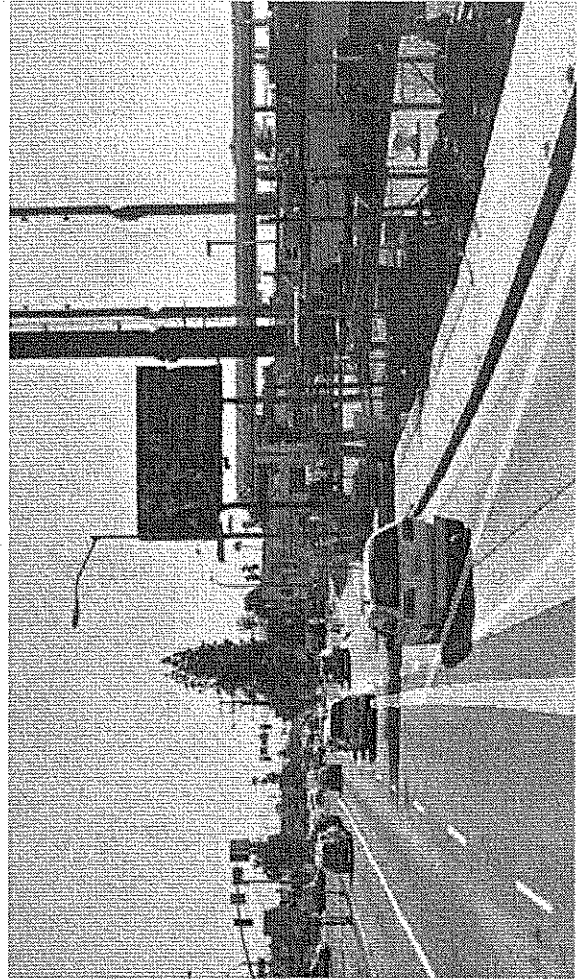
Size: 12x25

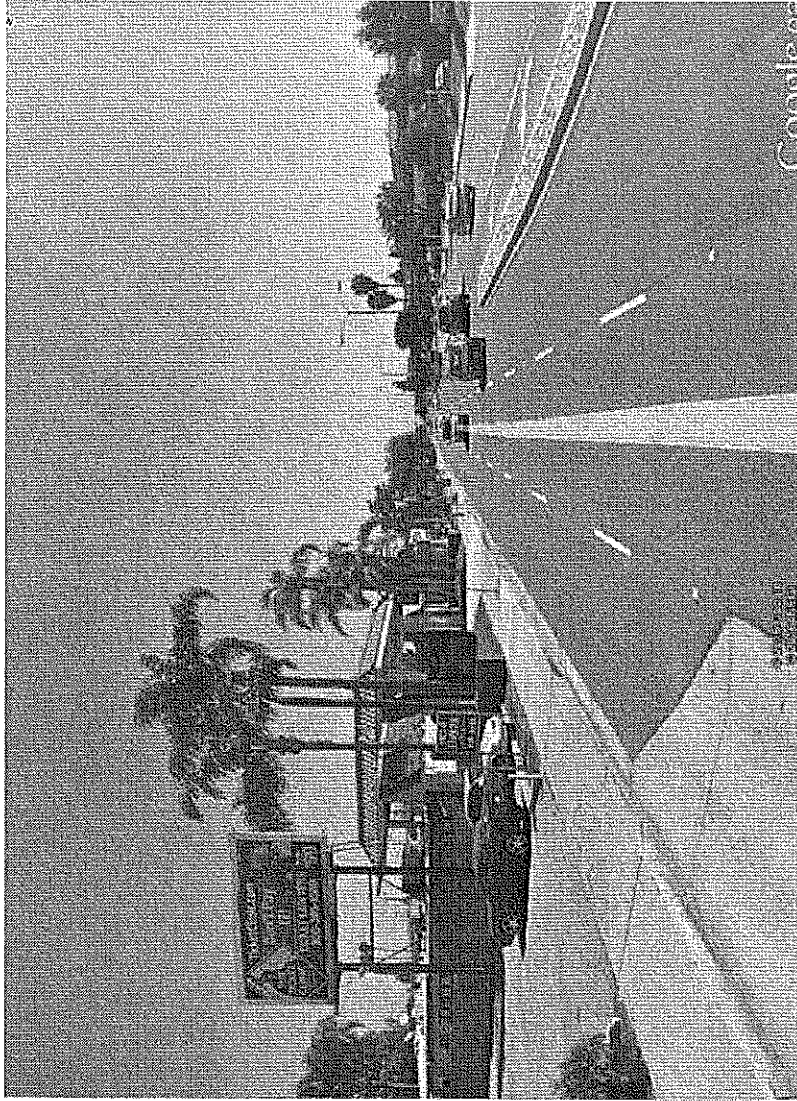
Distance between panel & ground: 23

Overall height: 35

Area: Trask S/L W Harbor Blvd

Illuminated: Yes





Size: 12x25
 Distance between panel & ground: 21'
 Overall height: 33'
 Area: GARDEN GROVE & JOSEPHINE
 Illuminated: Yes

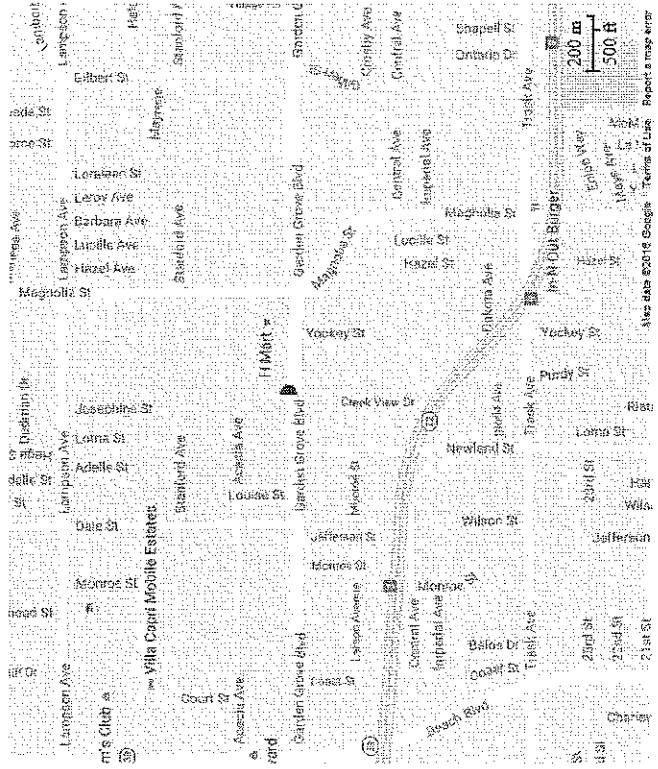
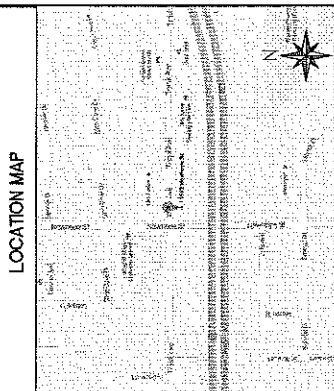


EXHIBIT "A-2"
DESCRIPTION OF THE DIGITAL BILLBOARDS
AND
THE RELOCATION SITE

SEE ATTACHED

EXHIBIT "A-2"



PROJECT INFORMATION

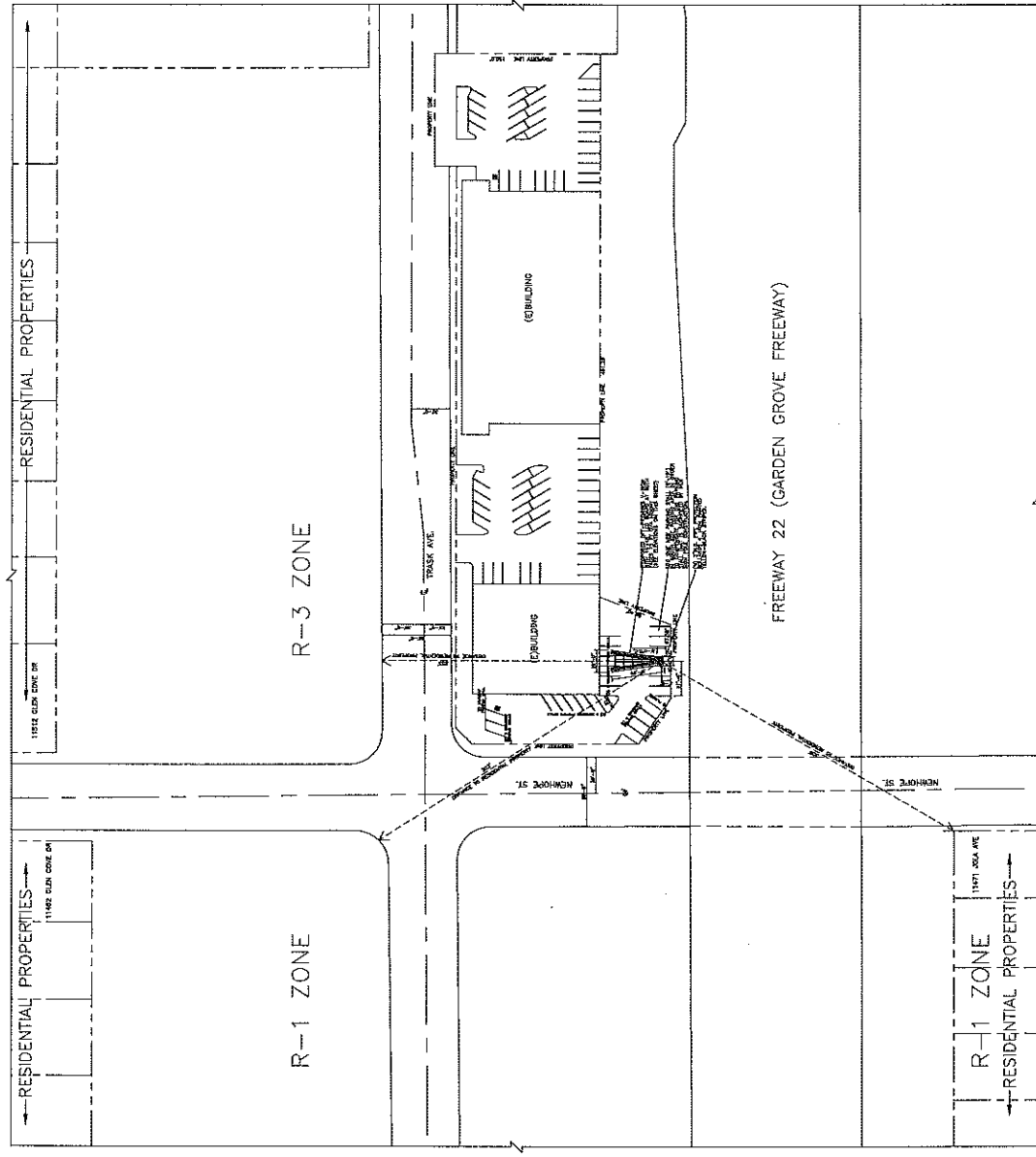
NEW V-SIGN WITH 14'x4' LED ON BOTH FACES
 GARDEN GROVE, CA 92643

APPLICANT: 3870 BURNING WEL
 BURNING WEL, INC
 3870 BURNING WEL
 GARDEN GROVE, CA 92643

APPROVALS: 2014 LA COUNTY FIRE CODE
 2014 LA COUNTY AIR QUALITY
 2014 LA COUNTY PUBLIC WORKS
 2014 LA COUNTY PUBLIC UTILITIES

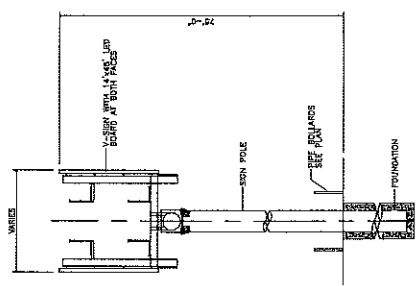
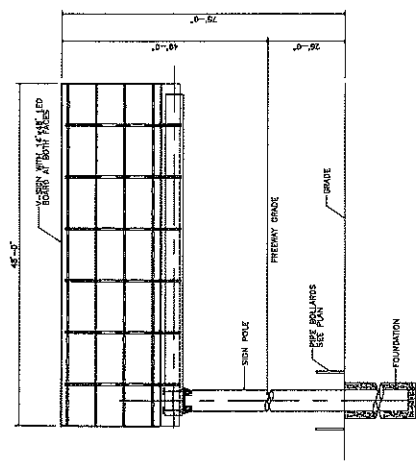
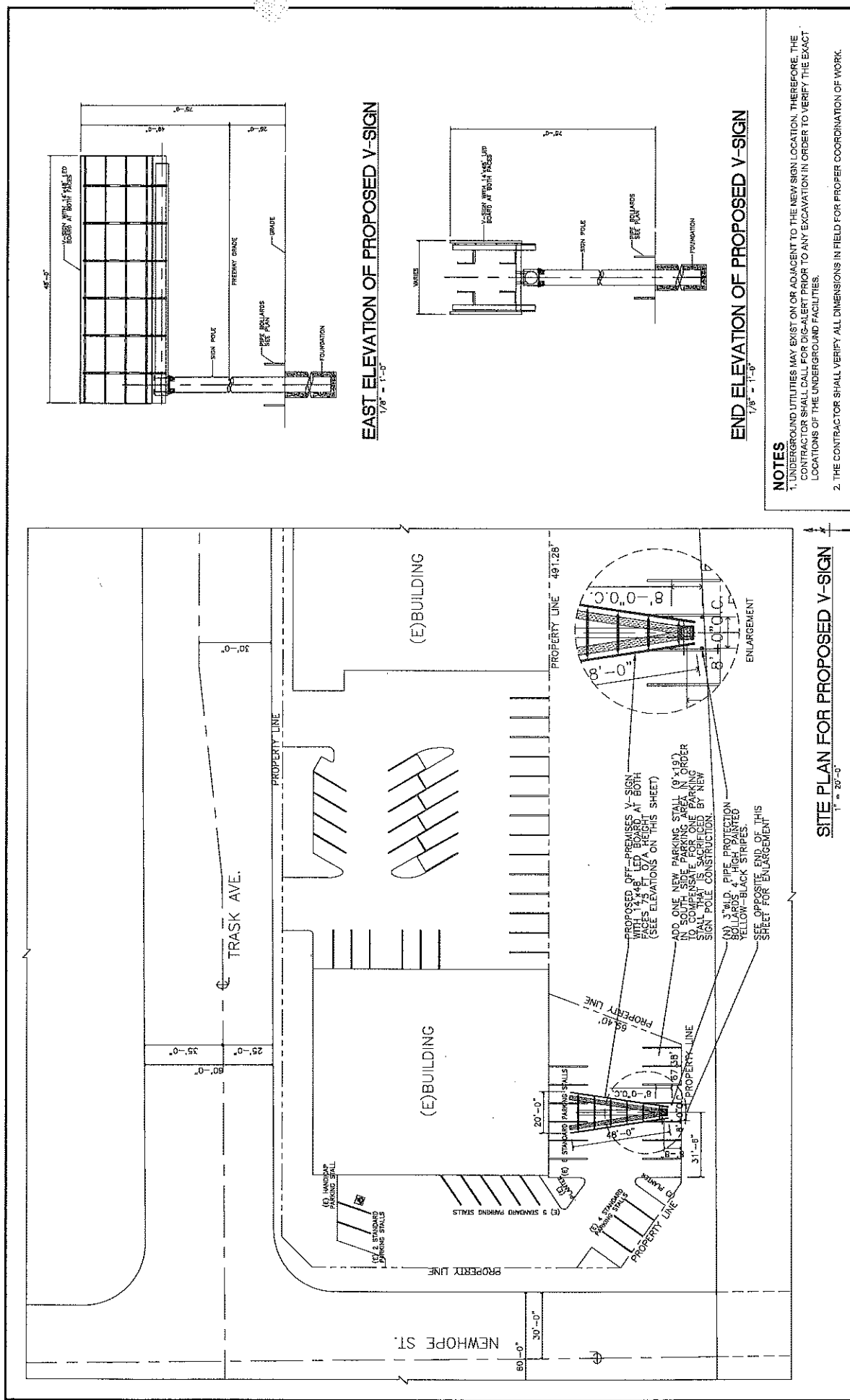
LOT AREA: 89,248 S.F.

* TOTAL BLDG AREA: 39,200 S.F.
 * TOTAL BLDG AREA: 39,200 S.F.
 * BLDG HEIGHT: 29'-0"
 * NO. OF STORIES: 1-STORY



SITE PLAN FOR PROPOSED V-SIGN
 1" = 50'-0"

<p>THESE DRAWINGS AS INSTRUMENT OF SERVICE ARE THE PROPERTY OF LEEDCO ENGINEERS AND SHALL NOT BE REPRODUCED WITHOUT THE CONSENT OF DR. C. D. LEE</p>	<p>LEEDCO ENGINEERS, INC. STRUCTURES FOUNDATIONS 2817 BURNING WEL, GARDEN GROVE, CA 92643 (951) 442-7970</p>	<p>TITLE: NEW V-SIGN WITH 14'x4' LED ON BOTH FACES OWNER: BURNING WEL, INC JOB ADDRESS: 3870 BURNING WEL, GARDEN GROVE, CA 92643</p>	<p>APPROVED BY: C. D. LEE DRAWN BY: J.G.L.</p>	<p>DATE: 06-20-18</p>	<p>AS PER: 7685</p>	<p>SHEET: 1 OF 2</p>
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NOTES

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

THESE DRAWINGS AS INSTRUMENT OF SERVICE ARE THE PROPERTY OF LEEDCO ENGINEERS, INC. AND SHALL NOT BE REPRODUCED WITHOUT THE CONSENT OF DR. C. D. LEE.	LEEDCO ENGINEERS, INC. STRUCTURES, FOUNDATIONS 2010 MILBURN AVE., B. WYOMING, WY. 82071 (307) 444-7700	TITLE: <u>SITE PLAN FOR PROPOSED V-SIGN</u> OWNER: <u>LEEDCO ENGINEERS, INC.</u> JOB ADDRESS: <u>18312 NEWHOPE ST., CAROLINE DRIVE, CA, BEAN</u>	APPROVED BY: <u>DR. C. D. LEE</u> DRAWN BY: <u>J.C.G.</u> DATE: <u>06-20-18</u>	SHEET: <u>2</u> OF <u>2</u>
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EXHIBIT "B"

SCHEDULE OF PERFORMANCE

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

EXHIBIT "C"

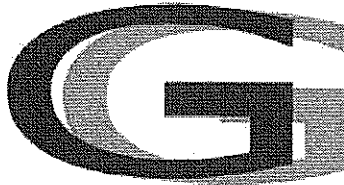
ANNUAL MITIGATION FEE

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

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

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

EXHIBIT "D"



GARDEN GROVE

Newhope Digital Billboard Initial Study/Mitigated Negative Declaration

Lead Agency:

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

Applicant:

OUTFRONT Media
1731 Workman Street
Los Angeles, CA 90031

Consultant to the City:

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

July, 2016

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



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1 Introduction

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

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

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

1.1 – Purpose of CEQA

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

“The Legislature finds and declares as follows:

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

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

Introduction

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

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

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

1.2 – Public Comments

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

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

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

1.3 – Availability of Materials

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

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

Introduction

2 Project Description

2.1 – Project Title

Garden Grove Newhope LED Billboard Project

2.2 – Lead Agency Name and Address

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

2.3 – Contact Person and Phone Number

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

2.4 – Project Location

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

2.5 – Project Sponsor's Name and Address

OUTFRONT Media
1731 Workman Street
Los Angeles, CA 90031

2.6 – General Plan Land Use Designation

Heavy Commercial

2.7 – Zoning District(s)

Planned Unit Development (PUD)-104-72

2.8 – Project Description

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

Project Description

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

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

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

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

2.9 – Surrounding Land Uses

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

**Table 1
Surrounding Land Uses**

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

2.10 – Environmental Setting

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

2.11 – Other Public Agency Whose Approval Is Required

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

2.12 – Regulatory Provisions

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

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

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

Project Description

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

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

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

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

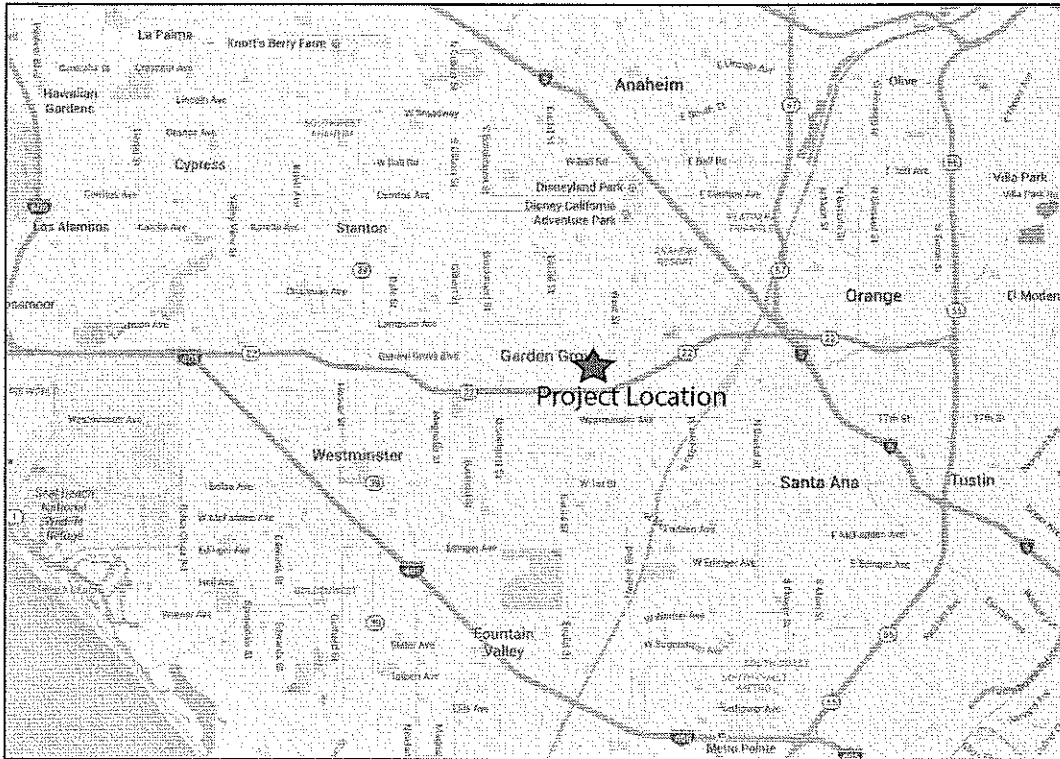
Some freeways are classified as "landscaped freeways." A landscaped freeway is defined as one that is now, or may in the future be, improved by the planting of lawns, trees, shrubs, flowers, or other ornamental vegetation requiring reasonable maintenance on one or both sides of the freeway (§5216). Off-premise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

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

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

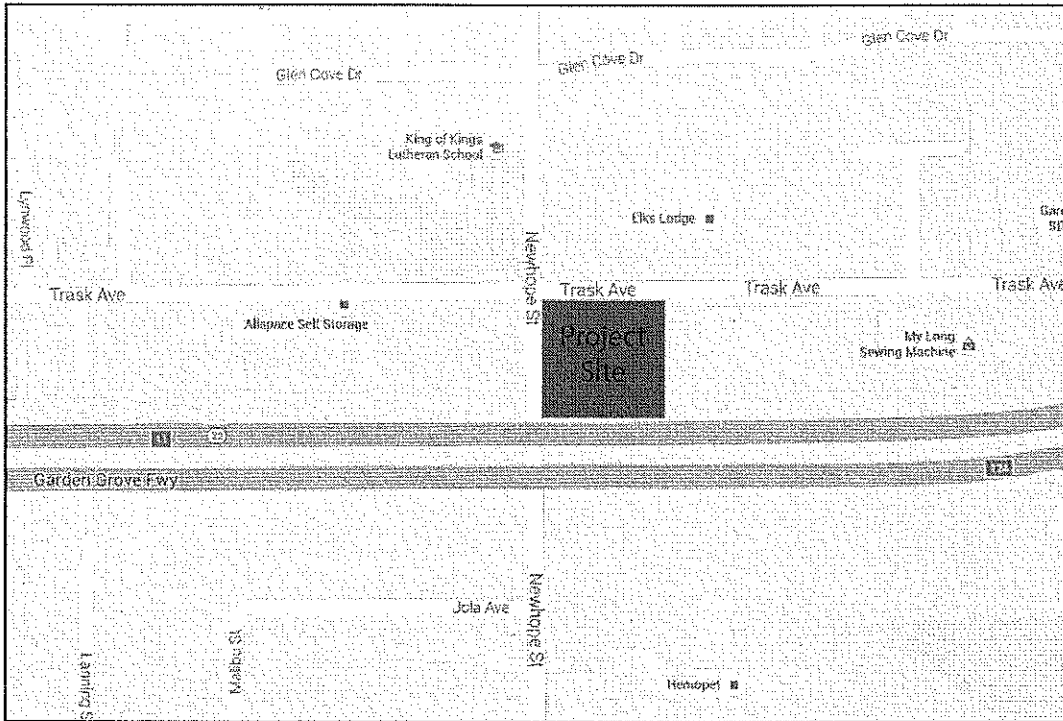
- No signs shall imitate or resemble any official traffic sign, signal, or device, nor shall signs obstruct or interfere with official signs.
- No signs shall be erected on rocks or other natural features.
- Signs shall be no larger than 25 feet in height and 60 feet in width, excluding border, trim,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

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



Source: Google Maps

Regional



Source: Google Maps

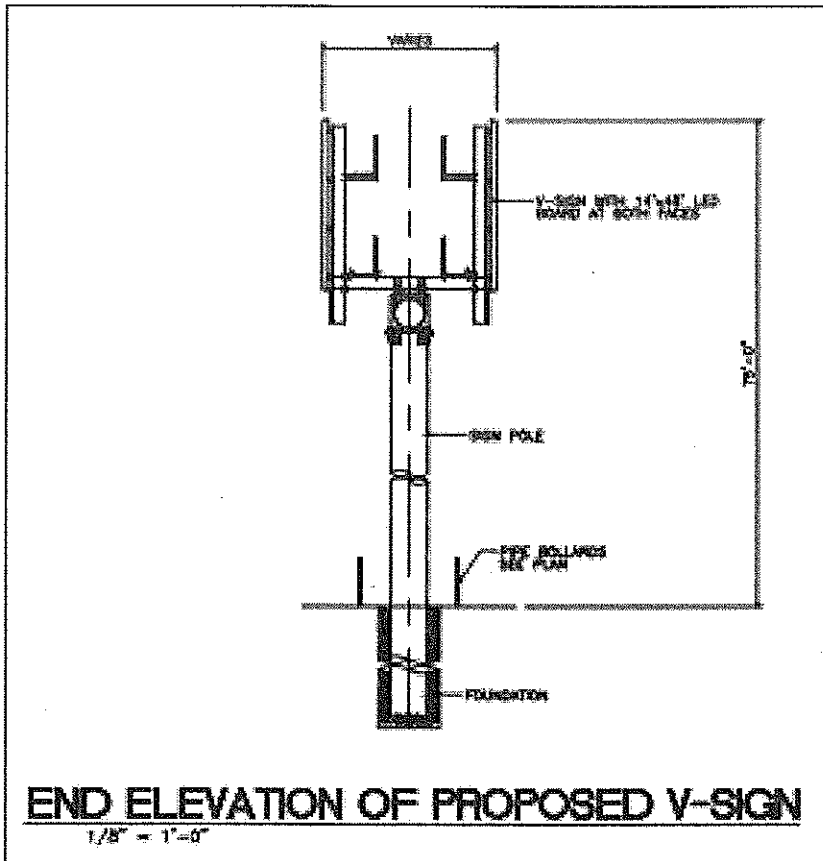
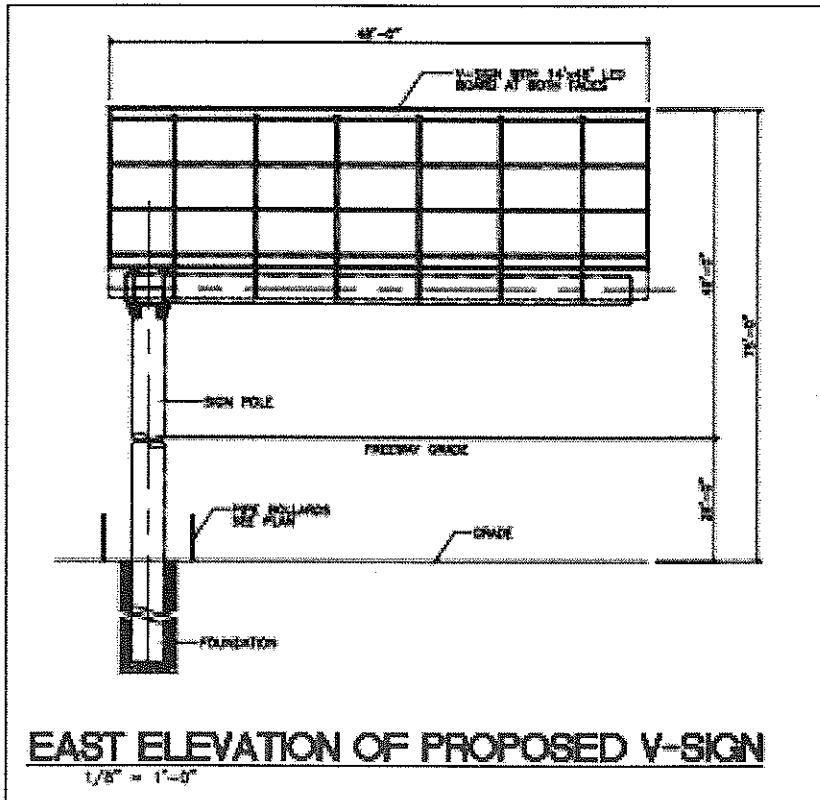
Vicinity

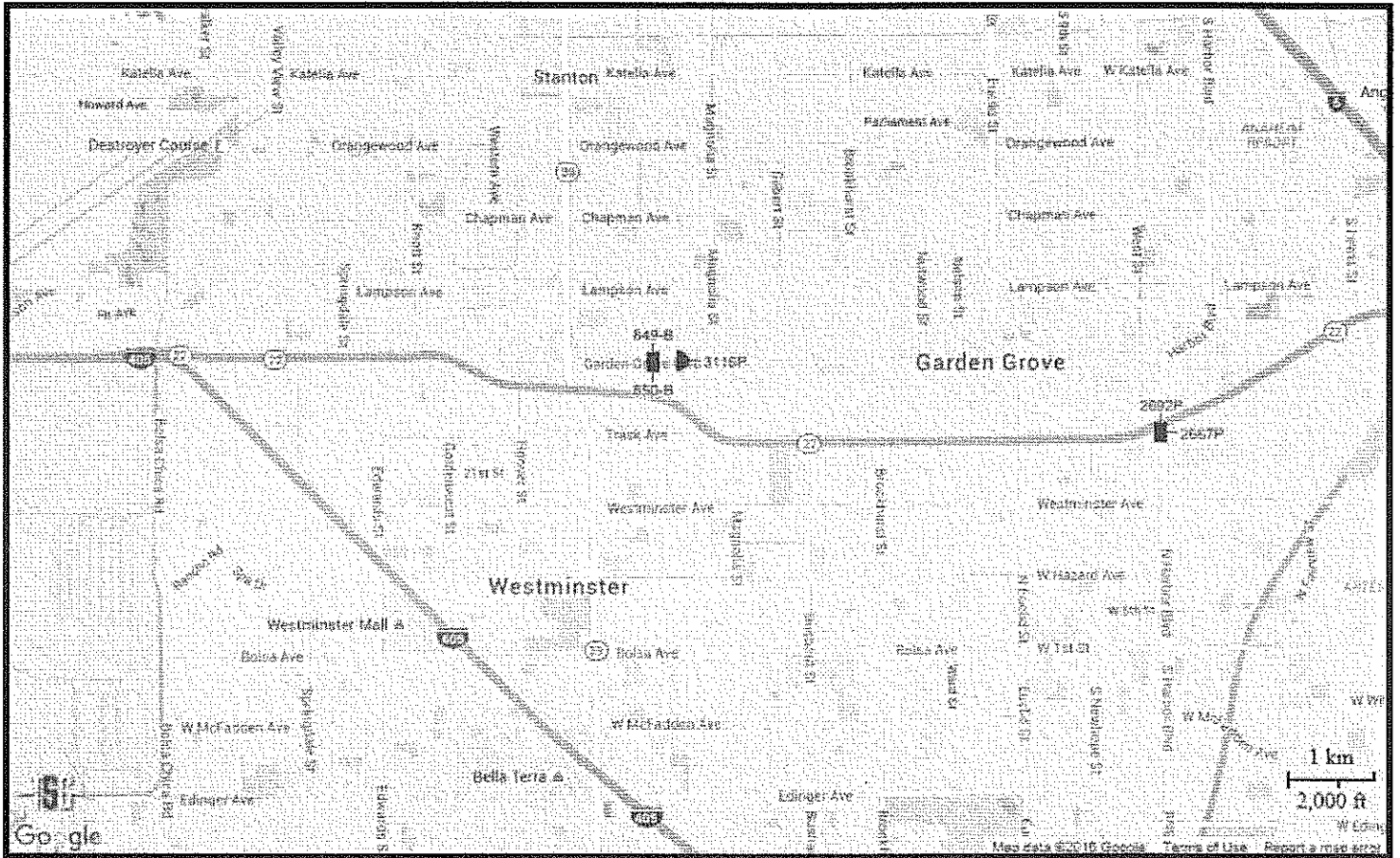


Exhibit 1 Regional and Vicinity Map

Newhope Digital Center Project
Garden Grove, California







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



3 Determination

3.1 – Environmental Factors Potentially Affected

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

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

3.2 – Determination

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

Name: Lee Marino, Senior Planner

Date

4 Evaluation of Environmental Impacts

4.1 – Aesthetics

Would the project:

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

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

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

Typical analysis of impacts to scenic vistas includes visual assessment through visual simulations. The nearest location that would be impacted by the proposed billboard is an Elk's Lodge community center located on the opposite side of Trask Avenue, north of the project site. There are also single-family residences located to the southwest at the corner of Newhope Street and Jola Avenue. Moreover, a church located to the northwest is on a

¹ City of Garden Grove. *Garden Grove General Plan 2030*.

property zoned for residential uses. None of these locations is situated such that they would have views of the mountains to the north or east. Even though the Elks Lodge and church are zoned for medium- and low-density residential uses, respectively, they are currently not occupied by residential uses, and the church site is designated Civic/Institutional Use on the General Plan land use policy map. The Elks Lodge parking lot is currently used for off-street recreational vehicle parking/storage.

As shown in Exhibits 5a through 5f (Visual Impact Simulation), the proposed billboard would not have a substantial adverse effect on views of a scenic vista from these locations. The digital billboard faces would be oriented in an east-west direction, such that they would point into the view path of vehicles traveling in both directions on SR-22. Moreover, the proposed sign would be blocked from view of the single-family residences to the southwest by an existing sound wall that runs along SR-22 (see Exhibits 5e and 5f). The only portion of the sign that would be visible from these residences would be the sign pole and pylon, as well as a small portion of the top of the sign. However, as previously stated, the digital sign faces will be oriented in an east-west direction and will be blocked from view by the existing sound wall barrier that runs along the top of SR-22. Adherence to the height restrictions and City Code Standards (Municipal Code Section 9.20.110: Billboards) of the Garden Grove (SR-22) Freeway Corridor, as well as the standards set out in the Outdoor Advertising Act and the Business and Professions Code §5240 et seq., would ensure that impacts to scenic vistas would be less than significant.

b) **No Impact.** The proposed digital Billboard would not be located adjacent to a designated state scenic highway or eligible state scenic highway, as identified on the California Scenic Highway Mapping System.² Moreover, the Garden Grove 2030 General Plan does not identify any scenic resources within the City.³ The proposed digital Billboard would be located in a fully developed, urbanized area that contains no scenic resources. Therefore, no impact to scenic resources visible from a state scenic highway would occur.

c) **Less Than Significant Impact.** Development of the proposed billboard could result in a significant impact if it resulted in substantial degradation of the existing visual character or quality of the site and its surroundings. Degradation of visual character or quality is defined by substantial changes to the existing site appearance through construction of structures such that they are poorly designed or conflict with the site's existing surroundings.

Operation of the proposed billboard would not substantially alter the existing visual character of the site or area, as the proposed billboard would be located adjacent to commercial land uses. These types of signs are common in urban areas adjacent to freeways and other high-traffic volume roadways, and the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that proposed, with no apparent adverse effect. The project site is currently occupied by a commercial building that houses a law firm and an auto repair shop. Development of the proposed sign on this site would not substantially alter the existing visual character of the area. All existing building features on the site would be retained with development of the proposed project. The proposed sign would be reviewed by City staff as part of the approval process, and design parameters would be imposed by the City based on Section 9.20.110 of the Municipal Code (Billboards).⁴ The finished grade of the adjacent SR-22 Freeway is 60 feet, including the existing sound wall barrier. The proposed billboard would not exceed 75 feet in height, as measured from finished grade to the top of the billboard structure, as regulated in the City's Municipal Code standards. Generally, highway-oriented signs, such as the proposed digital billboard, are part of the urban landscape. In fact, the City has approved a similar digital billboard that is currently located to the southeast of the proposed billboard and on the opposite side of SR-22 (see Exhibit 5a). Also, several billboards exist today along the SR-22 through Garden Grove, five of which would be removed as part of the relocation agreement for the subject project. Given the prevalence of highway-oriented

² California Department of Transportation. California Scenic Highway Mapping System: Orange County. [Accessed April 2016].

³ City of Garden Grove. *Garden Grove General Plan 2030*.

⁴ City of Garden Grove. *Garden Grove Municipal Code, 2016*.

commercial uses in the project vicinity and along SR-22, the new proposed LED billboard is not considered demonstrably negative in character such that it could degrade the existing visual character of the site or surrounding area. Moreover, as previously mentioned, five existing billboard signs would be removed from the project vicinity as part of the proposed project. Additionally, as discussed above, the signs would not conflict with any protected views and would be consistent in character with surrounding uses. Impact would be less than significant.

d) Less Than Significant Impact with Mitigation Incorporated. Excessive or inappropriately directed lighting can adversely impact night-time views by reducing the ability to see the night sky and stars. Glare can be caused from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists). Digital billboards rely on LED (light-emitting diode) technology to display messages on a display screen. The lighting of any proposed digital billboard sign would be designed to make the message display visible to passing motorists.

As mentioned above, the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that being proposed, with no apparent adverse effect on the surrounding area. While the City does not have zoning ordinance regulations specifically regulating light from advertising signs, Section 9-20-110(B)(2)(f) of the Garden Grove Municipal Code states that lighting "shall not result in an adverse aesthetic or illumination nuisance upon any surrounding residential neighborhood." Furthermore, Municipal Code Section 9-20-110(D)(3)(i) establishes brightness criteria for Billboard Digital Displays. To comply with these standards and guidelines, Mitigation Measure AE-1 and AE-2 are included. With mitigation incorporated, impacts would be less than significant.

LED billboard technology allows sign brightness to be adjusted automatically depending on ambient lighting and weather conditions. The display, for example, is brighter in the daytime than at night-time and responds to changes in the ambient light conditions.

The proposed digital billboard would require a Department of Transportation Outdoor Advertising Act Permit from Caltrans. As a condition of that permit, digital billboard signs are required to comply with the brightness requirements outlined in the Outdoor Advertising Act in that the illumination shall not be of such brilliance or so positioned as to cause a hazardous condition on adjacent highways. The standard used by Caltrans for enforcing sign brightness is as follows:

"The brightness reading of an objectionable light source shall be measured with a 1½ degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lamberts shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source."⁵

Although these restrictions have been imposed for traffic safety reasons, the resulting controls effectively regulate the operation of digital billboard signs to ensure that individual signs do not create a substantial new source of light or glare.

⁵ California Business and Professions Code Section 5403 and California Vehicle Code Section 214466.5. [Accessed April 2016].

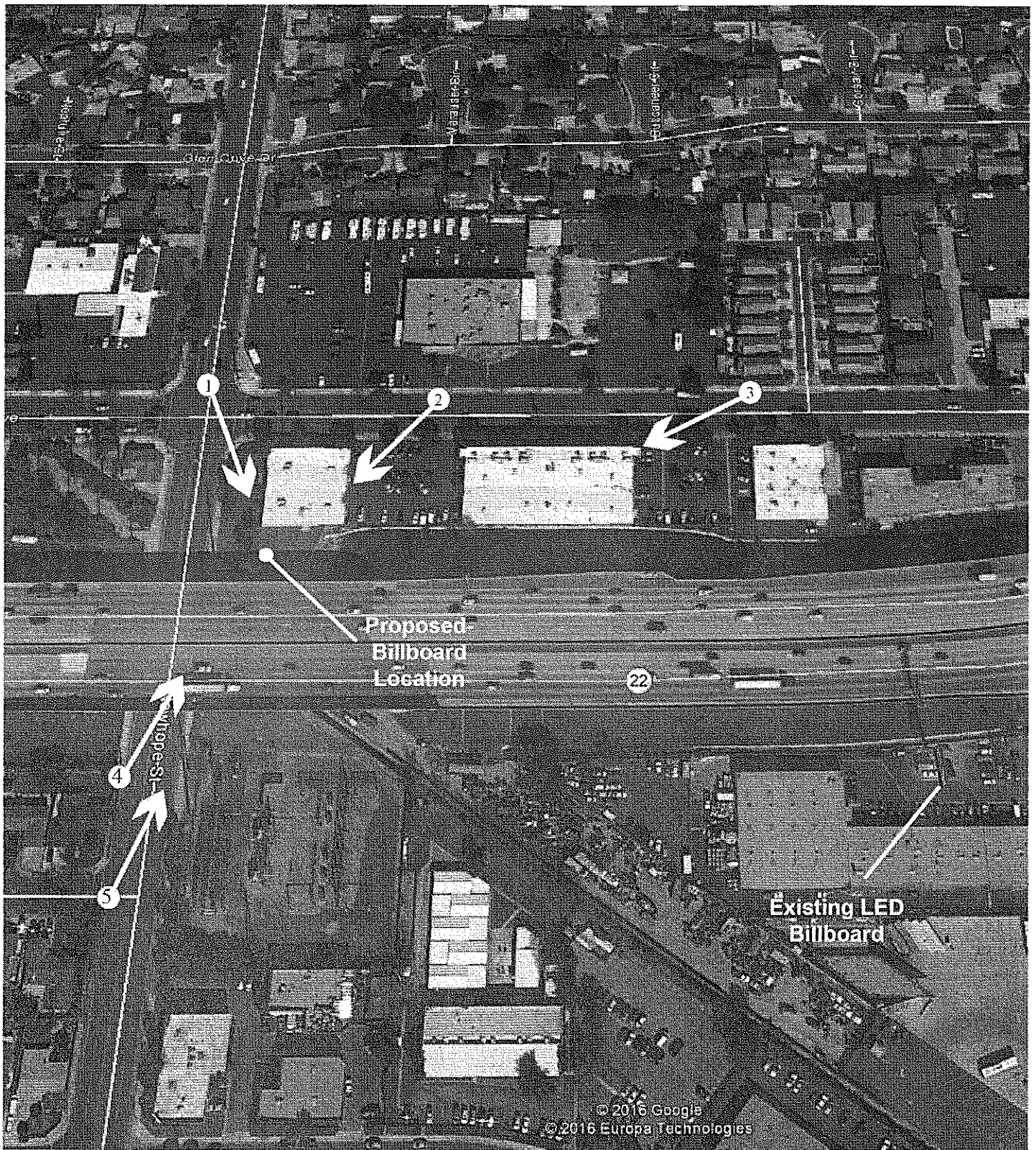


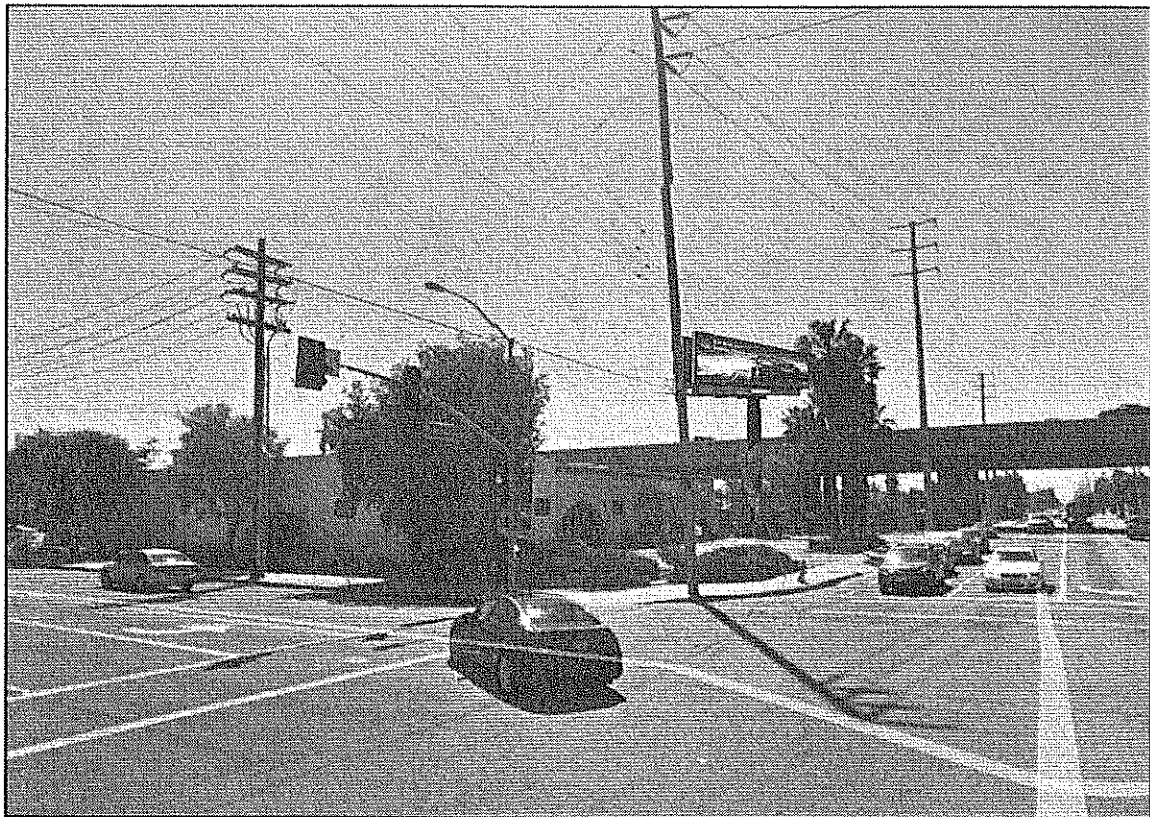
Exhibit 5a Visual Impact Simulation Location Map

Newhope Digital Billboards
 Garden Grove, California





Existing Conditions

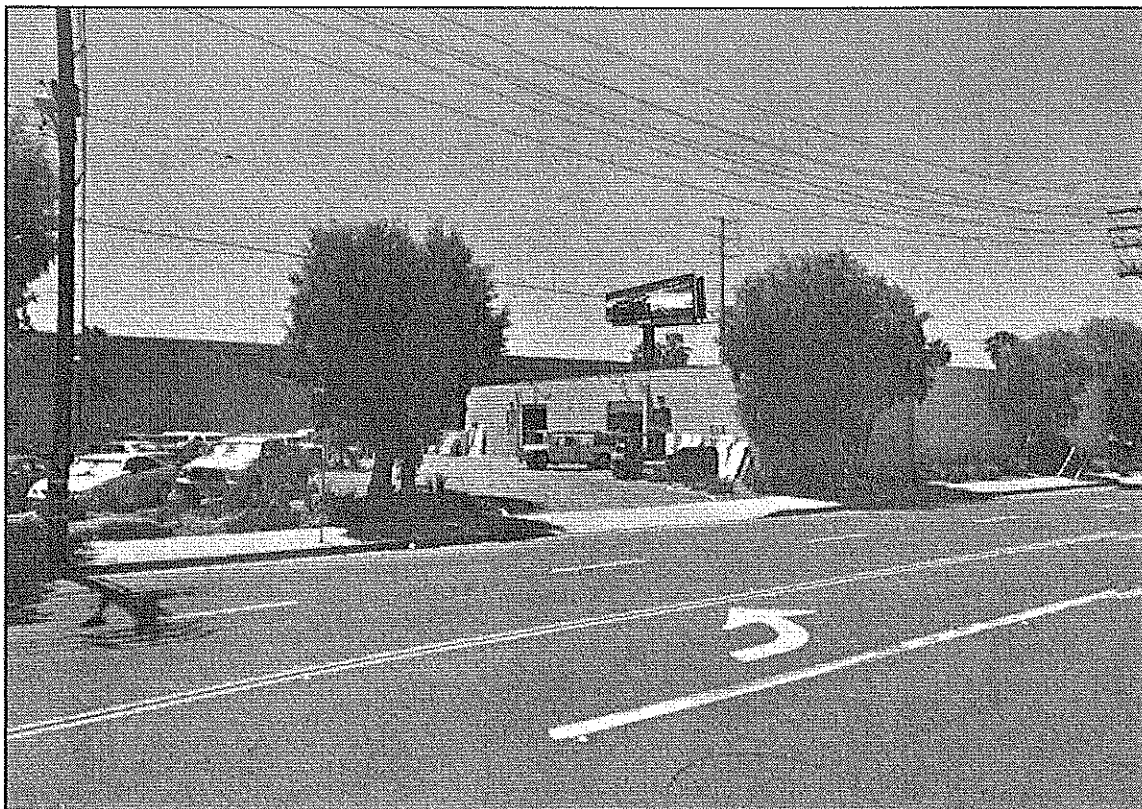


Proposed Sign

Exhibit 5b Visual Impact Simulation (Location 1)



Existing Conditions



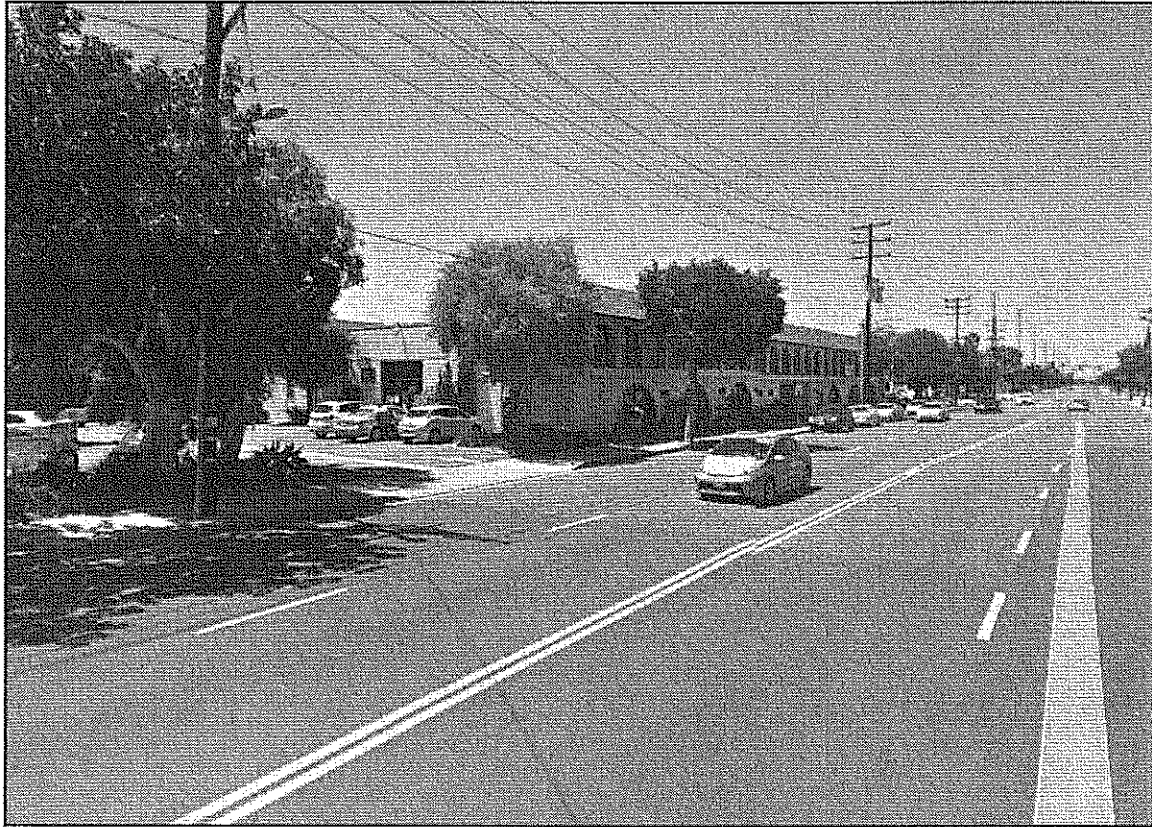
Proposed Sign

Exhibit 5c Visual Impact Simulation (Location 2)

<http://www.mtg.com> - 951-757-9221



Newhope Digital Billboard Project
Garden Grove, California



Existing Conditions



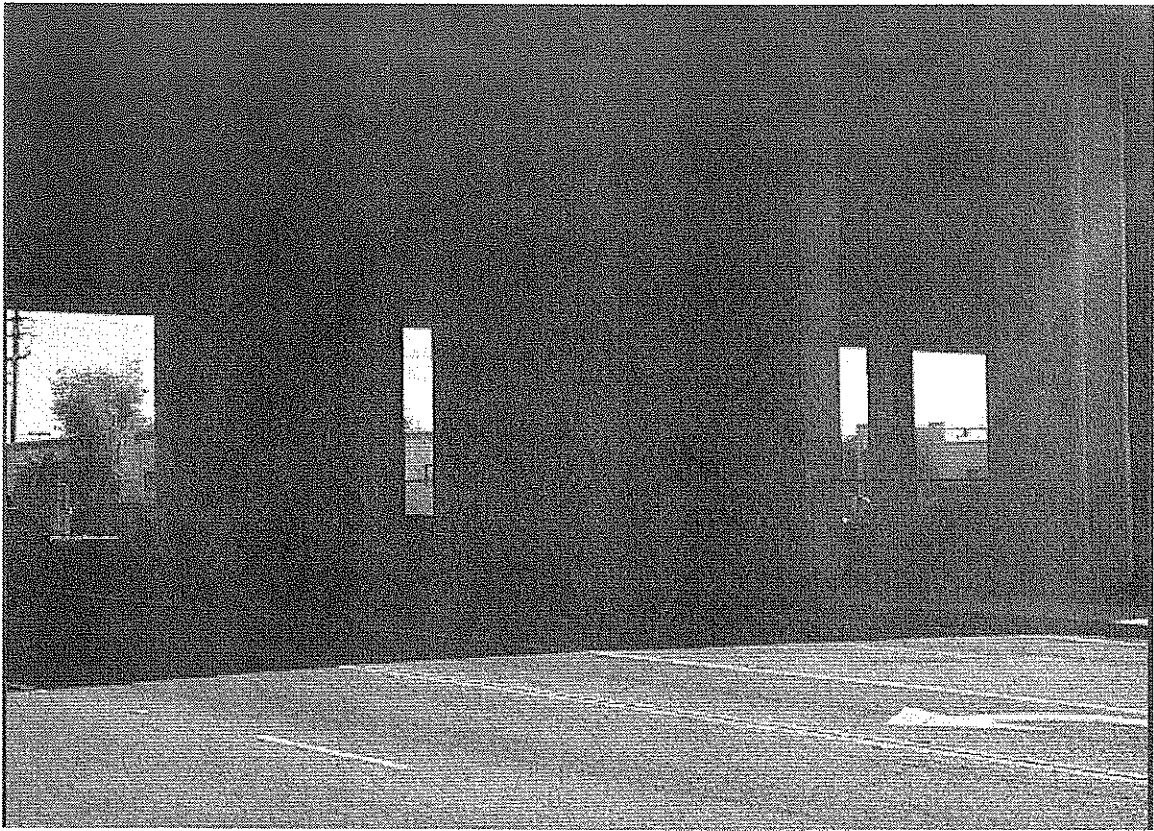
Proposed Sign

Exhibit 5d Visual Impact Simulation (Location 3)

Newhope Digital Bling at 176th St
Garden Grove, California

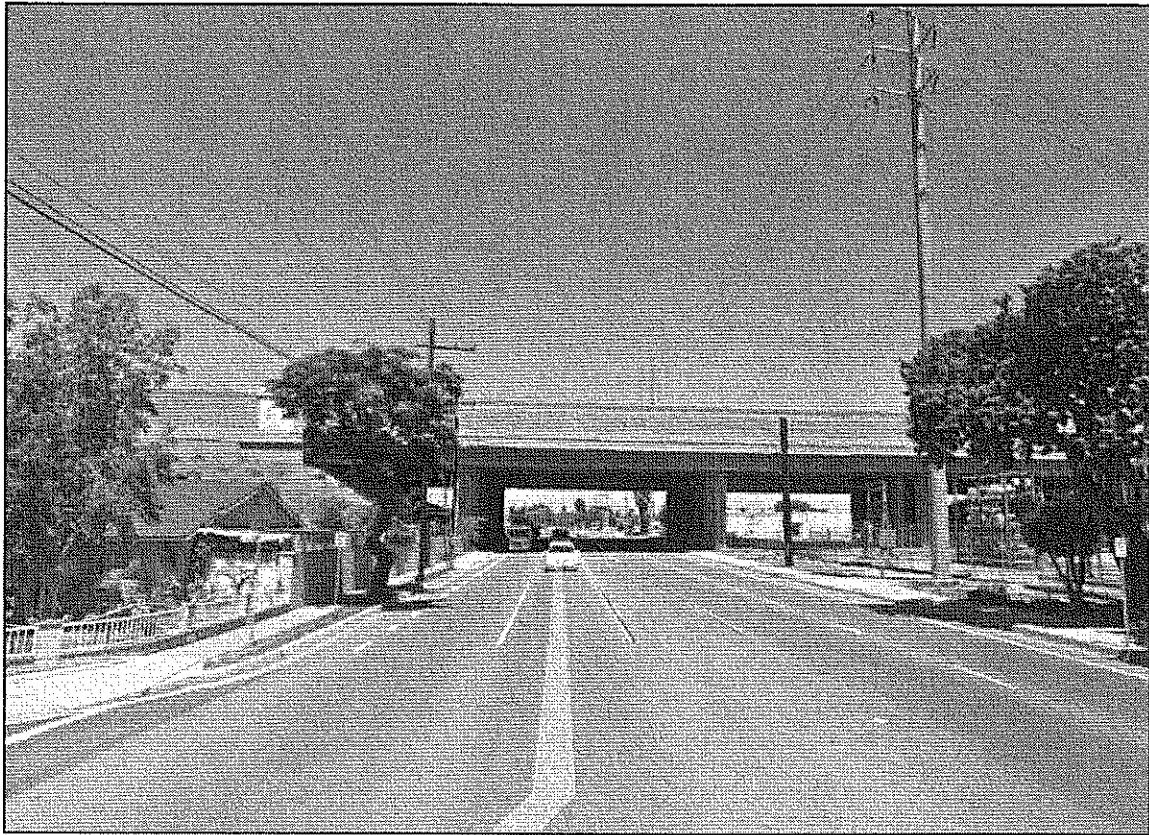


Existing Conditions

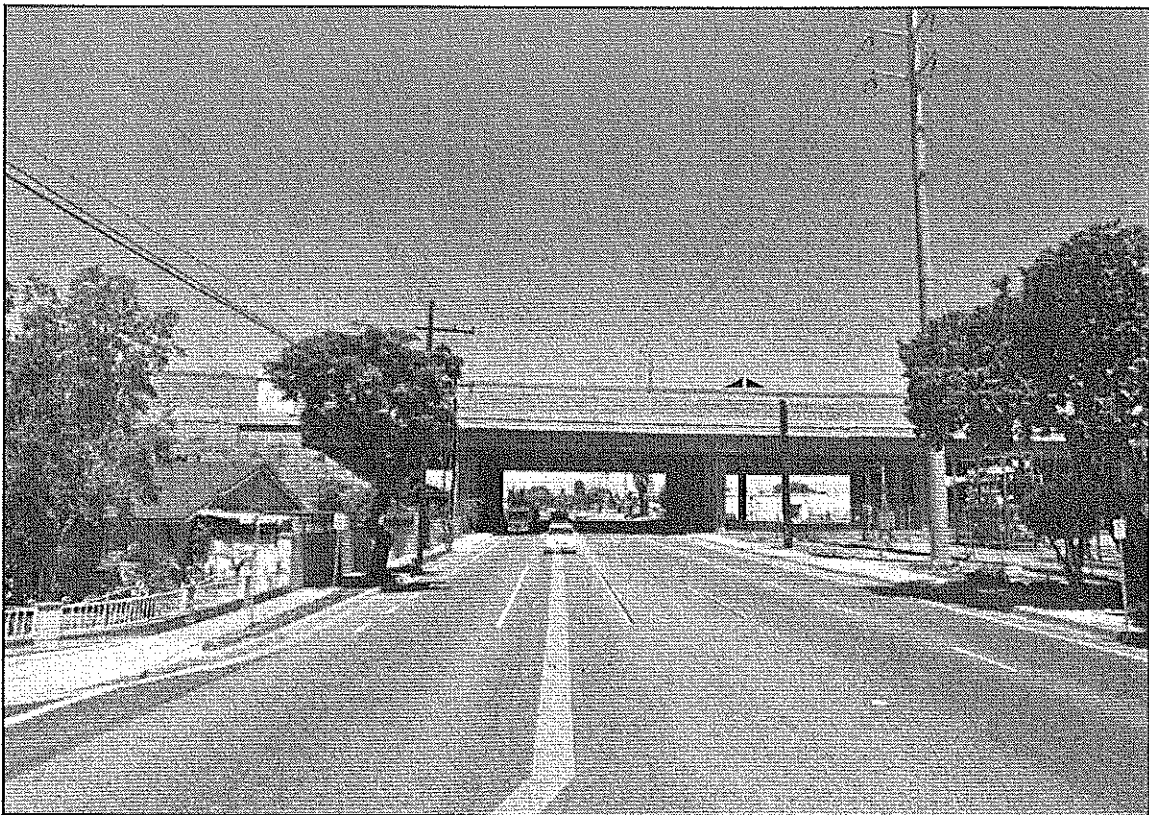


Proposed Sign

Exhibit 5e Visual Impact Simulation (Location 4)



Existing Conditions



Proposed Sign

Exhibit 5f Visual Impact Simulation (Location 5)

Development of the proposed digital billboard would comply with guidelines of the Outdoor Advertising Association of America (OAAA). These guidelines specify that lighting levels from a digital billboard would not exceed 0.3 foot-candles over ambient levels, as measured using a foot-candle meter at a pre-set distance based on the size of the sign. (Foot-candles is a standard measurement of light used.)The OAAA guidelines draw from recommendations in the OAAA-commissioned report, Digital Billboard Recommendations and Comparisons to Conventional Billboards.⁶ This report developed a method for specification of brightness limits for LED signs based on accepted practice by the Illuminating Engineering Society of North America (IESNA). The report established criteria for brightness limits based on billboard-to-viewer measurements for standardized billboard categories. The recommended brightness level is 0.3 foot-candles above ambient light conditions. Illuminance can be measured simply by using a foot-candle meter held at a height of approximately five feet and aimed towards a sign consistent with the sign-to-viewer distance. A reading of no more than 0.3 foot-candles above ambient light conditions would indicate compliance.

Mitigation Measures

AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

AES-2: Signs shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.

⁶ Lewin, Ian. Lighting Sciences, Inc. Digital Billboard Recommendations and Comparisons to Conventional Billboards. 2007.

4.2 – Agriculture and Forest Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed digital billboard would be located in a fully developed, commercial, urbanized area that does not contain agriculture or forest uses. The map of Important Farmland in California (2010) prepared by the Department of Conservation does not identify the project site as being Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.⁷ In addition, the Garden Grove General Plan does not identify any areas for agriculture use within the city limits. Therefore, there would be no conversion of Prime Farmland, Unique Farmland, and Farmland of Statewide Importance to a non-agricultural use as a result of this project. No impact would occur.

⁷ California Department of Conservation. Farmland Mapping and Monitoring Program, 2008. The City of Garden Grove, including the project site, is indicated within "Area Not Mapped" in 2010 maps of Orange County. <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2010/los10.pdf> [Accessed April 2016].

b) **No Impact.** There is no existing agriculture zoning on or near the proposed project site. The Garden Grove (SR-22) Freeway Corridor, within which the proposed billboard would be located, does not permit agricultural uses. There are no uses in the immediate vicinity of the proposed project site that are zoned open space/recreation. No Williamson Act contracts are active for the project site.⁸ Therefore, there would be no conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.

c) **No Impact.** Public Resources Code Section 12220(g) identifies forest land as “land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.” The proposed project site and surrounding properties are not currently being managed or used for forest land, as identified in Public Resources Code Section 12220(g). The USDA Forest Service vegetation maps for the proposed site identify them as *urban* type, indicating that it is not capable of growing industrial wood tree species.⁹ The proposed site and surrounding areas are fully urbanized. The project site and surrounding properties are not zoned for forest land or timberland production. No impact would occur.

d) **No Impact.** The proposed digital billboard would be located on a completely developed parcel in a fully urbanized area containing limited ornamental landscaping; thus, there would be no loss of forest land or conversion of forest land to non-forest use as a result of this project. No impact would occur.

e) **No Impact.** The proposed digital billboard would be located on a completely developed parcel within an urban environment. There are no agriculture or forest land uses in this area. Therefore, no conversion of farmland or forest land to non-agricultural or non-forest uses would occur.

⁸ California Department of Conservation. Williamson Act Program, 2007.

ftp://ftp.consrv.ca.gov/pub/dlrp/wa/LA_12_13_WA.pdf [Accessed April 2016].

⁹ USDA Forest Service. Pacific Southwest Region. EvvegTile51A__02_03_v2. 2007.

http://frap.fire.ca.gov/data/frapgismaps/pdfs/fvegwhr13b_map.pdf [Accessed April 2016].

4.3 – Air Quality

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

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** A significant impact could occur if construction of the proposed billboard conflicts with or obstructs implementation of the South Coast Air Basin 2012 *Air Quality Management Plan* (AQMP). Conflicts and obstructions that hinder implementation of the AQMP can delay efforts to meet attainment deadlines for criteria pollutants and maintaining existing compliance with applicable air quality standards. Pursuant to the methodology provided in Chapter 12 of the 1993 SCAQMD CEQA *Air Quality Handbook*, consistency with the AQMP is affirmed when a project: 1) does not increase the frequency or severity of an air quality standards violation or cause a new violation, and 2) is consistent with the growth assumptions in the AQMP.¹⁰ Consistency review is presented below.

The proposed project includes the removal of three existing non-electronic billboard structures (total of five signs) and related pole structures and the establishment of one new digital billboard. Construction of the proposed new billboard would take between 19 and 21 days. Due to the small-scale nature of disassembling the existing billboards and constructing the new billboard, short-term construction and long-term pollutant emissions would generally be less than the CEQA significance emissions thresholds established by the SCAQMD; therefore, the project would not result in an increase in the frequency or severity of any air quality standards violation and would not cause a new air quality standard violation.

¹⁰ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. 1993.

The CEQA *Air Quality Handbook* indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and “significant projects.” Significant projects include airports, electrical generating facilities, petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities. The proposed project does not involve a General Plan Amendment, Specific Plan, and is not considered a significant project. Furthermore, the project would not involve any new housing or employment uses which would affect population or employment growth.

Based on the preceding analysis, the proposed project would not conflict with the AQMP, and no impact would occur.

b) **Less Than Significant Impact.** A project may have a significant impact if project-related emissions would exceed federal, state, or regional standards or thresholds, or if project-related emissions would substantially contribute to existing or project air quality violations. The proposed project is located within the South Coast Air Basin, where efforts to attain state and federal air quality standards are governed by the South Coast Air Quality Management District (SCAQMD). Both the State of California and the federal government have established health-based ambient air quality standards (AAQS) for seven air pollutants (known as criteria pollutants). These pollutants include ozone (O₃), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), inhalable particulate matter with a diameter of 10 microns or less (PM₁₀), fine particulate matter with a diameter of 2.5 microns or less (PM_{2.5}), and lead (Pb). The State has also established AAQS for additional pollutants. The AAQS are designed to protect the health and welfare of the populace within a reasonable margin of safety. Where the State and federal standards differ, California AAQS are more stringent than the national AAQS.

Air pollution levels are measured at monitoring stations located throughout the air basin. Areas that are in nonattainment with respect to federal or State AAQS are required to prepare plans and implement measures that would bring the region into attainment. Table 2 (South Coast Air Basin Attainment Status – North Orange County) summarizes the attainment status in the project area for the criteria pollutants. Discussion of potential impacts related to short-term construction impacts and long-term operational impacts are presented below.

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

Pollutant	Federal	State
O ₃ (1-hr)	N/A	Nonattainment
O ₃ (8-hr)	Nonattainment	Nonattainment
PM ¹⁰	Nonattainment	Nonattainment
PM ^{2.5}	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO ₂	Attainment	Nonattainment
SO ₂	Attainment	Attainment
Pb	Nonattainment	Nonattainment
Sources: CARB 2015		

Construction Emissions

Short-term criteria pollutant emissions would occur during site preparation and construction of the pole sign. Construction of the proposed digital billboard would not require demolition of any existing buildings or structures, nor would it require any site grading or other earth moving activities. Architectural coatings would also not be required, as the prefabricated signs would come factory coated. As such, user-defined CalEEMod inputs were used to simulate trenching and erecting of a single digital billboard. Emissions would occur from use of equipment, worker, vendor, and hauling trips, and disturbance of onsite soils (fugitive dust). To determine if construction of the

proposed project could result in a significant air quality impact, the CalEEMod has been utilized. CalEEMod defaults have generally been used as construction inputs into the model (see Appendix A for input values). The methodology for calculating emissions is included in the CalEEMod User Guide, available at <http://www.calceemod.com>. Construction of the digital billboard is anticipated to be completed in mid-2017, with the first operational year being 2018. The results of the CalEEMod outputs are summarized in Table 3 (Maximum Daily Construction Emissions). Based on the results of the model, maximum daily emissions from the construction of the digital billboard would not exceed the daily thresholds established by SCAQMD.

Table 3
Maximum Daily Construction Emissions (lbs/day)

Year	ROG*	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Summer						
2017	3.76	43.13	28.24	0.04	2.70	2.08
Winter						
2017	3.76	43.13	28.16	0.04	2.70	2.08
SCAQMD Threshold	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No
Source: MIG, 2016.						
*Volatile organic compounds (VOC) are measured as reactive organic compounds (ROG)						

Operational Emissions

Due to its small-scale nature, the proposed project would not have any direct operational impacts that would affect air quality. The proposed Billboard would use a nominal amount of electricity for illumination purposes, and it is assumed that over time the portion of the sign column without aluminum cladding would require repainting, resulting in emissions from the evaporation of solvents contained in paints, varnishes, primers, and other surface coatings as part of maintenance. It is also assumed that due to the multitude of LED lights inherent to digital billboard signs, the electricity consumption from digital billboards would be greater than the electricity consumption of static signs. However, these impacts are expected to be minimal. According to a 2014 San Diego Gas & Electric study on digital billboard energy use in California, previous reports studying the energy use of digital billboards present up to a six-fold difference in annual energy use, ranging from around 50,000- to over 300,000- kilowatt-hours per year, among equipment from different manufacturers installed around the country. However, digital billboard efficiency has improved as LED technology has matured, and today, annual energy use of new products is likely to be on the lower end of that range. Incorporating some key assumptions about brightness levels, operating conditions, size, and display content, the study calculated a typical, current generation digital billboard (14 feet by 48 feet) to use between 29,000- and 94,000-kilowatt-hours per year. By focusing on the two energy saving measures that offer the greatest potential, high quality LEDs and tighter brightness control settings, the study estimates potential annual energy savings of around 85% per sign.¹¹ It is assumed that the proposed sign would employ the current generation of high quality, energy efficient LEDs. Moreover, the incorporated Aesthetics Mitigation Measures would control for brightness during both the day and night. Therefore, given the annual reduction in energy that can be expected from high quality LEDs and brightness control, it can be estimated that the proposed sign would use between 29,000- and 94,000-kilowatt hours per year. (For comparison purposes, a typical 420,000-square-foot warehouse building, with associated office uses, parking and landscaping, can be expected to use approximately 2,362,000 kilowatt hours annually.) Furthermore, operation of the proposed billboard would not require employee or customer trips, and would only require periodic maintenance visits. The proposed project would not impact traffic levels on SR-22, and as such no other mobile-source emissions impacts would occur, including carbon monoxide impacts. As there are no mobile sources or direct emissions associated with operation of the proposed billboard, the proposed project’s operational emissions are anticipated to be nominal and concluded to be less than significant.

¹¹ San Diego Gas & Electric. *Digital Billboard Energy Use in California*. Prepare by Energy Solutions. July, 2014.

c) **Less Than Significant Impact.** The SCAQMD has prepared the AQMP to set forth a comprehensive and integrated program that would lead the Basin into compliance with the federal 24-hour PM_{2.5} air quality standard, and to provide an update to the SCAQMD's commitments toward meeting the federal 8-hour ozone standards. The Basin is currently in non-attainment for State and federal criteria pollutants ozone, nitrogen dioxide, and fine particulate matter (PM_{2.5} and PM₁₀).¹²

Cumulative short-term, construction-related emissions and long-term, operational emissions from the proposed Billboard would not contribute considerably to any potential cumulative air quality impact because short-term project and operational emissions would not exceed any SCAQMD daily threshold. The project would contribute very minimal amounts of criteria pollutants to the area during short-term project construction and during operation. In addition, new electronic display billboards are required to comply with SCAQMD rules and regulations aimed at reducing construction-related pollutant emissions, including fugitive dust and other particulates, as well as organic compounds and other ozone precursors found in paints and other coatings. The proposed project does not change or otherwise interfere with the regional pollutant control strategies of the AQMP. Impact would be less than significant.

d) **Less Than Significant Impact.** The proposed project would not be classified as a sensitive land use because it would not cater specifically or generally to sensitive receptors such as children or the elderly; therefore, the project would not result in the siting of new sensitive receptors that could be impacted by any existing pollutant concentrations. There are no existing sensitive uses in the immediate vicinity of the projects. In the surrounding area, sensitive uses include King of Kings Lutheran School located approximately 303 feet to the northwest, Santiago High School located approximately 0.56 miles to the east, Peters Elementary School located approximately 0.31 miles to the north, and residential uses located approximately 308 feet to the southwest. Air quality impacts due to toxic air contaminants (TACs), carbon monoxide, and localized emissions as they relate to sensitive receptors are expected to be low to nil, as construction and operation of the proposed billboard would not directly create any significant air quality impacts.

Toxic Air Contaminants

Construction of the proposed billboard would result in short-term emissions from the use of on-site equipment, which would include drilling the foundation hole, pouring pylon anchors, and installing the pole sign structure atop which the digital display would be placed. The expected period of construction for a billboard sign is generally considered to be 19 to 21 days, and emission levels would therefore be low, as indicated in Section 4.3b above. Nearby homes and schools, therefore, would not be exposed to significant concentrations of TACs during the short-term construction period. No impact would occur.

Carbon Monoxide

A CO hotspot is an area of localized CO pollution that is caused by severe vehicle congestion on major roadways, typically near intersections. The potential for violation of State and federal CO standards at study area intersections and exposure to sensitive receptors at those intersections is addressed using the methodology outlined in the Transportation Project-Level Carbon Monoxide Protocol (Caltrans CO Protocol). According to the CO Protocol, projects may worsen air quality if they significantly increase the percentage of vehicles in cold start modes by two percent or more; significantly increase traffic volumes (by five percent or more) over existing volumes; or worsen traffic flow by increasing average delay at intersections operating at Level of Service (LOS) E or F. The installation and operation of the proposed Billboard would not directly increase the volume of vehicles in cold start mode over what is already occurring, nor would it have any impact on traffic volumes, as no vehicle trips are associated with

¹² United States Environmental Protection Agency. *The Green Book Nonattainment Areas for Criteria Pollutants*. www.epa.gov/oar/oaqps/greenbk/index.html [Accessed April 2016].

operation of signs other than routine periodic maintenance. Therefore, there would not be any potential for increasing CO hotspots. Impact would be less than significant.

Localized Significance Thresholds

In addition to the mass daily emission thresholds established by the SCAQMD, short-term on-site emissions of NO₂, CO, PM₁₀, and PM_{2.5} are examined for local impacts to nearby sensitive receptors. The closest receptor would be single-family homes to the southwest of the project site, on the opposite side of SR-22 from the proposed sign. Additional nearby receptors are the single- and multi-family residences located to the north and northeast of the proposed pole sign.

The SCAQMD methodology is called localized significance thresholds (LST). To assess local air quality impacts for development projects of five acres or less without complex dispersion modeling, the SCAQMD developed screening "lookup" tables to assist lead agencies in evaluating impacts. Construction of the proposed Billboard would result in very short-term emissions from the use of on-site equipment to drill the foundation, pour concrete anchors, and install the pole sign and digital display. No earth-moving, site, preparation, or grading activities are anticipated during construction, and no architectural coatings would be applied at the site. The expected period of construction for a digital billboard is 19 to 21 days. Given the relatively short period of time for construction, on-site emissions would not be in excess of any significance thresholds identified in the LST tables.¹³ Nearby homes and other sensitive receptors, therefore, would not be exposed to significant concentrations of on-site emissions during the short-term construction period. Impact would be less than significant.

e) **No Impact.** According to the *CEQA Air Quality Handbook*, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). Odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. Signs do not include any of the above noted uses or processes; no impact would occur.

¹³ South Coast Air Quality Management District. Localized Significance Thresholds. <http://www.aqmd.gov/ceqa/handbook/lst/appC.pdf> [Accessed April 2016].

4.4 – Biological Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed Billboard project would occur on a parcel currently developed with commercial uses and surface parking. Landscaping currently exists on this parcel as well; however, this ornamental vegetation

is not habitat for any species identified as a candidate, sensitive, or special status species. The proposed project area is not identified as critical habitat for threatened and endangered species.¹⁴ Considering the highly developed nature of the proposed project site and surrounding areas, the probability of existence of designated species under the federal Endangered Species Act or California Special Concern Species is low. Development of the proposed Billboard would, therefore, not have a substantial adverse effect on any species identified as a candidate, sensitive, or special-status species in local or regional plans or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS). Considering the lack of habitat on the property, no impact to wildlife species of concern would occur.

b) **No Impact.** The proposed project would be located on fully developed land. The parcel proposed for the billboard has been previously graded, developed with commercial uses, and has landscaping consisting of non-native, ornamental shrubs and trees. There is no riparian habitat located on or in the vicinity of the sites. As such, no impact to riparian habitat or other sensitive natural habitat would occur.

c) **No Impact.** According to the federal National Wetlands Inventory, the proposed project site does not contain any wetlands, and there are no identified riverine areas near or within the SR-22 corridor.¹⁵ No impact would occur.

d) **Less than Significant Impact.** The project site is not located within a known wildlife nursery site. Southern California forms a portion of the Pacific Flyway, a generic term used to categorize the numerous and complex migratory routes utilized by bird species migrating from Alaska to Mexico. Essentially, any water body or open space within the Pacific Flyway can serve as a travel node on a migratory path. Migration behavior is the regularly occurring, seasonally oriented movement of a species. Migration may consist of short- or long-distance dispersal and one-and two-way migratory trips over time cycles consisting of hours to years. A migratory route is the geographic path a species takes as it acts on its migratory behavior. Aquatic species typically migrate along streams and rivers. Avian species utilize wetlands and other open space areas as resting and feeding nodes as they migrate. Ground-borne species generally require wildlife corridors to migrate.

The Migratory Bird Treaty Act (MBTA) (16 USC 703) implements various treaties and conventions between the US, Canada, Japan, Mexico and Russia for the protection of migratory birds. Under the MBTA, the taking, killing or possessing of migratory birds is unlawful, unless expressly permitted by other federal regulations. The MBTA provides that it is unlawful to pursue, hunt, take, capture, or kill any migratory bird, part, nest, egg or product. The MBTA requires that project-related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (1 February to 31 August, annually). Migratory bird species protected by this act are defined in Title 50, CFR Section 10.13. The proposed project does not include the removal of any trees; therefore, impact to migratory birds would be less than significant.

e) **No Impact.** The City of Garden Grove Municipal Code includes regulations aimed at protecting biological resources such as trees (Section 11.32). However, the proposed project does not include the removal of any trees. As such, the proposed project would not conflict with any local ordinances or policies protecting trees. No impact would occur.

f) **No Impact.** The proposed Billboard would not be located within the planning area of any Habitat Conservation Plan¹⁶ or a Natural Community Conservation Plan area,¹⁷ or other approved local, regional, or State habitat conservation plan. No impact would occur.

¹⁴ U.S. Fish and Wildlife Service. FWS Critical Habitat for Threatened & Endangered Species. <http://criticalhabitat.fws.gov/> [Accessed April 2016].

¹⁵ U.S. Fish and Wildlife Service. National Wetlands Inventory. <http://107.20.228.18/Wetlands/WetlandsMapper.html#> [Accessed April 2016].

4.5 – Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) **No Impact.** The proposed project site does not satisfy any of the criteria for a historic resource defined in Section 15064.5 of the State CEQA Guidelines. No known historically or culturally significant resources, structures, buildings, or objects are located on the proposed site. The City contains no federal or State-designated historic resources. Furthermore, the development of the pole sign and digital display would not involve any changes to existing buildings or structures; the only change would be the actual physical construction of the Billboard. As such, development of the proposed project would not cause an adverse change in the significance of a historical resource, and impacts to historic resources are not anticipated. No impact would occur.

b-d) **Less Than Significant Impact.** The proposed project site is currently occupied with commercial uses and is located in heavily urbanized area that has been previously disturbed and heavily affected by past activities. The project consists of the erection and operation of a 75-foot tall LED billboard sign. Pursuant to California AB 52 (Tribal Cultural Resources), Native American Tribes that previously requested the City to be notified about projects of interest were given a 30-day notice to request consultation regarding the project. Notices were sent to tribes that have requested notification (Gabrielino, Soboba, and Desert Cahuilla Indians); however, no requests for consultation were received (see Appendix B, AB 52 Consultation Letter). The potential for uncovering significant resources, including tribal cultural resources, at the project site during construction activities is considered unlikely given the developed nature of the site and the limited ground-disturbing activities associated with the project. Impact would be less than significant.

¹⁶ U.S. Fish & Wildlife Services. Habitat Conservation Plans: Summary Report.

http://ecos.fws.gov/conserv_plans/PlanReportSelect?region=8&type=HCP [Accessed April 2016].

¹⁷ California Department of Fish and Game. Natural Community Conservation Planning: Status of NCCP Planning Efforts. www.dfg.ca.gov/habcon/nccp/status/ [Accessed April 2016].

4.6 – Geology and Soils

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a.i) **No Impact.** Although the proposed project site is located in seismically active Southern California, it is not located within an Alquist-Priolo Earthquake Fault Zone.¹⁸ The closest earthquake fault zones under the auspices of the Alquist-Priolo Earthquake Fault Zoning Act are the Los Alamitos fault approximately five miles to the west and the Whittier section of the Elsinore fault approximately eight miles to the east. Development of the proposed Billboard would be subject to all applicable City, State, and local building regulations, including the California Building Code (CBC) seismic standards as approved by the Garden Grove Building & Safety Division. No impact would occur.

a. ii) **Less Than Significant Impact.** The proposed Billboard would be subject to strong seismic ground shaking, as are all projects located within Southern California. Construction of the sign would be subject to the seismic design criteria of the 2013 CBC. In particular, prior to issuance of building permits, a project architect or engineer shall provide the City's Building Official with structural stability calculations that verify proposed signs would not collapse under either regional seismic loads or high wind conditions (up to 100 mph), and show that the project is compliant with the wind and seismic design criteria of the 2013 CBC. The sign foundation and pylons shall be designed to meet these design engineering requirements. Compliance with the CBC and the City's regulatory standards would ensure impacts due to strong seismic ground shaking would be less than significant.

a.iii) **Less Than Significant Impact.** Liquefaction is a phenomenon that occurs when soil undergoes transformation from a solid state to a liquefied condition due to the effects of increased pore-water pressure. This typically occurs where susceptible soils (particularly the medium sand to silt range) are located over a high groundwater table. Affected soils lose all strength during liquefaction and foundation failure can occur.

According to the Seismic Hazard Evaluation of the Anaheim 7.5-minute quadrangle, the proposed project site, much like the rest of the City, is located in a Zone of Required Investigation for liquefaction.¹⁹ This indicates that the area has been subject to historic occurrence of liquefaction, or local geological, geotechnical, and groundwater conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693(c) would be required. Groundwater below Garden Grove is approximately 5 to 13 feet below grade and therefore the potential for liquefaction is high. The State Seismic Hazards Mapping Act requires preparation of a geotechnical report prior to the approval of most new development projects where such conditions are present. However, the Seismic Hazards Mapping Act and the Alquist-Priolo Earthquake Fault Zoning Act define projects that are exempt from any investigation requirements. This exemption includes structures of Group U occupancy, which includes buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy.²⁰ Billboards are not specifically mentioned in this exception, however utility and/or cell towers are included in this classification. As such, for the purposes of this project, billboards would be considered exempt from requiring a geotechnical report as Group U occupancy. Because the proposed Billboard is not habitable, impacts to human health would be minimal. Furthermore, the proposed Billboard would be subject to building permit approval to ensure that footings are sufficient to prevent collapse of the sign. Impact would be less than significant with implementation of existing regulations.

a.iv) **No Impact.** Structures built below or on slopes subject to failure or landslides may expose people and structures to harm. The proposed site is level, and no obvious sloping is apparent. According to the Seismic Hazard

¹⁸ California State Department of Conservation. California Geological Survey, Alquist-Priolo Earthquake Fault Zone Maps. <http://www.quake.ca.gov/gmaps/WH/regulatorymaps.htm> [Accessed April 2016].

¹⁹ California State Department of Conservation. California Geological Survey, Seismic Hazard Zones. Anaheim Quadrangle, April 15, 1998.

²⁰ California Building Standards Commission. California Residential Code 2013. California Code of Regulations Title 24, Part 2.5, January 1, 2014.

Evaluation of the Anaheim 7.5-minute quadrangle, the proposed project site is not located in an Earthquake-Induced Landslide Zone.²¹ There are no slopes in the vicinity of the proposed project. No impact would occur.

b) **Less Than Significant Impact.** Topsoil is used to cover surface areas for the establishment and maintenance of vegetation due to its high concentrations of organic matter and microorganisms. Little, if any, native topsoil is likely to occur since the proposed project site is covered with a commercial use as well as associated parking and landscaping. The proposed project site is currently paved and developed. The parcel is underlain by fill material due to previous development; therefore, development of the proposed Billboard would not affect native topsoil.

No grading would be included as part of development of the sign. Sign foundations would have to be dug and filled. As such, the project has the potential to expose surficial soils to wind and water erosion during construction activities. Wind erosion as a result of construction activities would be minimized through soil stabilization measures required by SCAQMD Rule 403 (Fugitive Dust), such as daily watering. Water erosion would be prevented through the City's standard erosion control practices required pursuant to the California Building Code and the National Pollution Discharge Elimination System (NPDES), such as silt fencing or sandbags. Following construction of the Billboard, the parcel would remain completely covered by paving, structures, the proposed sign, and landscaping. Impact related to soil erosion would be less than significant with implementation of existing regulations.

c-d) **Less Than Significant Impact.** Impacts related to liquefaction and landslides are discussed above in Section 4.6.a. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. This downslope movement is due to gravity and earthquake shaking combined. Such movement can occur on slope gradients of as little as one degree. Lateral spreading typically damages pipelines, utilities, bridges, and structures. Lateral spreading of the ground surface during a seismic activity usually occurs along the weak shear zones within a liquefiable soil layer and has been observed to generally take place toward a free face (i.e., retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. Expansive soils are those that expand when exposed to water and contract when water is not present. Due to the absence of any natural channel within or near the proposed project site, the potential for lateral spreading occurring is considered negligible.

Development of the proposed billboard would be required to comply with the CBC with regard to construction; the sign requires building permits and would be constructed to current building code standards. These standards include consideration of geological and seismic conditions. Soil conditions at the billboard site would be identified and considered as part of the design process, as required by the City's Building Services Manager. Compliance with existing CBC regulations would limit hazard impacts arising from liquefaction, landslides, lateral spreading, and unstable soils to less than significant.

e) **No Impact.** Development and operation of the proposed billboard would not require use septic tanks, as signs would not create sewage waste. No impact would occur.

²¹ California State Department of Conservation. California Geological Survey, Seismic Hazard Zones. Los Alamitos Quadrangle, March 25, 1999.

4.7 – Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less Than Significant Impact.** Climate change is the distinct change in measures of climate for a long time period.²² Climate change is the result of numerous, cumulative sources of greenhouse gas emissions all over the world. Natural changes in climate can be caused by indirect processes such as changes in the Earth’s orbit around the Sun or direct changes within the climate system itself (i.e. changes in ocean circulation). Human activities can affect the atmosphere through emissions of greenhouse gases (GHG) and changes to the planet’s surface. Human activities that produce GHGs are the burning of fossil fuels (coal, oil and natural gas for heating and electricity, gasoline and diesel for transportation), methane from landfill wastes and raising livestock, deforestation activities, and some agricultural practices.

Greenhouse gases differ from other emissions in that they contribute to the “greenhouse effect.” The greenhouse effect is a natural occurrence that helps regulate the temperature of the planet. The majority of radiation from the Sun hits the Earth’s surface and warms it. The surface in turn radiates heat back towards the atmosphere, known as infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it warms the planet by approximately 60° Fahrenheit. Emissions from human activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an average increase in the Earth’s temperature. Greenhouse gases occur naturally and from human activities. Greenhouse gases produced by human activities include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Since 1750, the U.S. Environmental Protection Agency estimates that the concentrations of carbon dioxide, methane, and nitrous oxide in the atmosphere have increased over 36 percent, 148 percent, and 18 percent, respectively, primarily due to human activity. Emissions of greenhouse gases affect the atmosphere directly by changing its chemical composition while changes to the land surface indirectly affect the atmosphere by changing the way the Earth absorbs gases from the atmosphere.

Construction and operation of the proposed billboard would create short-term construction-related greenhouse gas emissions. A numerical threshold for determining the significance of greenhouse gas emissions in the South Coast Air Basin has not officially been adopted by the SCAQMD. As an interim threshold based on guidance provided in the CAPCOA CEQA and Climate Change white paper, a non-zero threshold based on Approach 2 of the SCAQMD

²² United States Environmental Protection Agency. *Frequently Asked Questions About Global Warming and Climate Change. Back to Basics.* April 2009.

handbook would be used.²³ Threshold 2.5 (Unit-Based Thresholds Based on Market Capture) establishes a numerical threshold based on capture of approximately 90 percent of emissions from future development. The latest proposed threshold developed by SCAQMD using this method is 3,000 metric tons carbon dioxide equivalent (MTCO₂E) per year for commercial and residential projects.²⁴ This threshold is based on the review of 711 CEQA projects.

The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data to describe, calculate, or estimate the amount of GHG emissions resulting from a project. Operational emissions associated with the proposed Billboard would not include GHG emissions from mobile sources (transportation), water use and treatment, or waste disposal. Electricity use of each of the proposed billboard faces is considered to be nominal (less than 1.0 MTCO₂E annually). It is therefore assumed that, given the limited scope of construction and minimal operational electricity demand of the proposed billboard, greenhouse gas emissions associated with the proposed project would not exceed SCAQMD's proposed 3,000 MTCO₂E threshold; therefore, impacts would be less than significant.

b) **No Impact.** The City has adopted the 2013 edition of the CBC, including the California Green Building Standards Code. Construction of the proposed Billboard would be subject to the California Green Building Standards Code. The City of Garden Grove does not have any additional adopted plans, policies, standards, or regulations related to climate change and GHG emissions. No impact would occur.

²³ California Air Pollution Control Officers Association. *CEQA and Climate Change*. January 2008.

²⁴ South Coast Air Quality Management District. CEQA Significance Thresholds Working Group. Meeting # 15, Main Presentation. September 28, 2010.

4.8 – Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less than Significant Impact.** The project would not involve the transport, use, or disposal of significant amounts of hazardous materials requiring special control measures. The small amount of paints and other substances used for maintenance of equipment would not be substantially hazardous and would be used in accordance with their labeling; thus, the project would have no impact on the public or the environment through the routine transport, use, or disposal of hazardous materials.

During construction and installation of the proposed billboard, a hole would be drilled and the excavated soil would be transported off site. Additionally, development of the proposed billboard may include minor trenching to connect to the electrical supply. Prior to construction activities, the sign location would be assessed for the presence of hazardous materials, which, if present, would be handled according to existing federal, State, and local regulations regarding hazardous materials handling and disposal. Based on the foregoing, impact relating to hazardous materials would be less than significant.

b) **Less than Significant Impact.** The proposed billboard would not utilize hazardous materials or produce hazardous wastes. No demolition of existing structures would be necessary that would expose persons to asbestos or other hazardous materials. Development of the proposed billboard would also be required to comply with the City's ordinances for construction materials, which requires diversion of at least 50 percent of the project's demolition waste.

Electronic components of the proposed billboard may contain materials considered "e-waste" when disposed of due to potential hazardous metals, flame-retardants, and other chemicals. The operator of the proposed Billboard would be required to follow applicable regulations regarding proper disposal and/or recycling, as appropriate, as components are replaced or removed over time; therefore, there is little potential for a hazardous release that could significantly impact the public. Impacts would be less than significant with implementation of existing regulations.

c) **Less than Significant Impact.** Operation of the proposed billboard would not generate any hazardous emissions, and storage, handling, production or disposal of acutely hazardous materials is not required or proposed for any aspect of this project. As discussed in Section 4.8.b, existing regulations address potential off-site construction-related hazards associated with removal and replacement of e-waste. Impact would be less than significant with implementation of existing regulations.

d) **No Impact.** The proposed project site is not listed on the State *Cortese List*, a compilation of various sites throughout the State that have been compromised due to soil or groundwater contamination from past uses.²⁵ Based upon review of the *Cortese List*, the parcel proposed for the billboard is not:

²⁵ California Environmental Protection Agency. Cortese List. www.calepa.ca.gov/SiteCleanup/CorteseList/ [Accessed April 2016].

- listed as a hazardous waste and substance site by the Department of Toxic Substances Control (DTSC),²⁶
- listed as a leaking underground storage tank (LUST) site by the State Water Resources Control Board (SWRCB),²⁷
- listed as a hazardous solid waste disposal site by the SWRCB,²⁸
- currently subject to a Cease and Desist Order (CDO) or a Cleanup and Abatement Order (CAO) as issued by the SWRCB,²⁹ or
- developed within a hazardous waste facility subject to corrective action by the DTSC.³⁰

e-f) **No Impact.** There are no public airports or private airstrips within two miles of the proposed project site. The nearest airport is Orange County-John Wayne Airport, located approximately 6.7 miles south of the project site. Los Alamitos Air Force Base is located approximately 6.92 miles west of the project site. The project is not located within the Airport Land Use Plan planning area of either of these airports. No impact would occur.

g) **No Impact.** Development of the proposed billboard would not substantially change existing conditions with regard to transportation routes or evacuation plans. As there are no residential uses associated with development of billboard, the proposed project would not increase the population of the area. There are also no proposed new commercial buildings associated with the proposed billboard.

No public or private streets would be closed during or following construction of the proposed Billboard, and development of the project would have no effect upon existing opportunities for emergency access/evacuation on the site or to any surrounding land uses. The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or evacuation plan. No impact would occur.

h) **No Impact.** There are no wildland conditions within the urbanized area that the project would be located. No impact would occur.

²⁶ California Department of Toxic Substances Control. EnviroStor. www.envirostor.dtsc.ca.gov/public/search.asp [Accessed April 2016].

²⁷ California State Water Resources Control Board. GeoTracker. www.geotracker.waterboards.ca.gov [Accessed April 2016].

²⁸ California State Water Resources Control Board. Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit. www.calepa.ca.gov/SiteCleanup/CorteseList/CurrentList.pdf [Accessed April 2016].

²⁹ California State Water Resources Control Board. List of Active CDO and CAO. www.calepa.ca.gov/SiteCleanup/CorteseList/CDOCAOList.xls [Accessed April 2016].

³⁰ California Department of Toxic Substances Control. Hazardous Facilities Subject to Corrective Action. www.calepa.ca.gov/SiteCleanup/CorteseList/SectionA.htm#Facilities [Accessed April 2016].

4.9 – Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **Less Than Significant Impact.** Operation of the proposed billboard would not involve the use of water or generation of wastewater. Short-term surface water quality impacts could potentially occur during construction of the sign due to construction-related activities such as drilling the hole for the foundation and pouring concrete. Runoff of loose soils and/or construction wastes and fuels during a rainstorm could flow into local storm drains. Such contaminated runoff could potentially threaten downstream water resources that receive runoff from the local drainage network. Compliance with the City's standard stormwater runoff provisions for construction activities, such as runoff control and other measures set forth in Municipal Code Chapter 6.40 (Stormwater Quality), would ensure that the projects do not violate any water quality standards or any waste discharge requirements during construction. Due to the lack of significant grading, earth-moving activities, and paving as part of the project, impact would be less than significant.

b) **Less Than Significant Impact.** The proposed billboard would not require water to operate. The proposed project site is paved and provides for little infiltration of water into underground aquifers. The site does not support any groundwater production systems, and construction and operation of the proposed billboard would not interfere with the operation of any production system. Development of the proposed billboard would not substantially change the amount of existing impervious surface area and would not have a substantial impact on groundwater recharge.

Development of the proposed billboard would not involve substantial excavation or trenching that would impact groundwater. Development of the sign would include drilling a hole approximately five feet in diameter to a depth of approximately 21 to 32 feet, depending on the location. In the event that groundwater is encountered and dewatering activities are required, it would be short term, as construction of the billboard would be expected to take 19 to 21 days to complete and the foundation hole would be filled with concrete, resulting in minimal effects to groundwater. Also, any groundwater extracted would be controlled pursuant to City-required Best Management Practices (BMPs) pursuant to its NPDES permit. Impact would be less than significant.

c-e) **Less Than Significant Impact.** There are no streams on the proposed project site, and development of the proposed billboard would not result in the alteration of any stream course. The proposed project site is fully developed and paved as a commercial complex, with drainage directed to gutters that discharge drainage flows into the existing stormwater collection system. Development of the proposed billboard would not impact or alter existing drainage flows or watercourses. At the completion of construction of the proposed billboard, the site would continue to consist of impervious surfaces and landscaped areas, and would therefore not be prone to substantial erosion. The proposed project would not be considered an industrial use that produces pollutants and therefore would not result in substantial pollutant loading such that treatment control best management practices (BMPs) would be required to protect downstream water quality. Impact would be less than significant.

During construction of the proposed billboard, pollutants may be created that could impact runoff water quality. However, minimal pollutants would be created due to the limited extent and scope of sign construction. Compliance with the City's standard stormwater runoff provisions for construction activities (BMPs pursuant to the City's NPDES permit) would ensure that the development of the proposed billboard does not violate any water quality standards or any waste discharge requirements during construction. Impact would be less than significant.

f) **No Impact.** The proposed billboard would not have the potential to otherwise degrade water quality beyond those issues discussed in Section 4.9 since the project would not involve any water use or create runoff.

g) **No Impact.** The proposed project would not include the development of any housing; therefore, no impact would occur.

h) **Impact.** The proposed project site is located in a Special Flood Hazard Area, as mapped by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), and is therefore subject to inundation by the 1% annual chance flood. As such, the project site is subject to flooding. However, the proposed billboard, given its small footprint, would not impede or redirect flood flows.³¹ Therefore, no impediment of flood flows would occur.

i) **Less than Significant Impact.** The proposed project site is located in a Special Flood Hazard Area subject to inundation by the 1% annual chance flood, as shown on FEMA's latest FIRM, indicating that the parcel is subject to flooding. However, development of the proposed billboard would not expose structures or the public to flooding hazards, either directly or due to the failure of a dam or levee, because the nature of the development is such that injury or the loss of life would not occur in the event of flood because the development does not include the construction of buildings or housing that would be occupied by people. Moreover, dam inundation is not considered to be a significant risk to development along the SR-22 corridor. Construction of the proposed billboard would not be subject to any special design standards related to protection from a dam failure. Impact would be less than significant.

j) **No Impact.** The proposed billboard would not be exposed to tsunami hazards due to the site's elevation and distance (nearly 10 miles) from the Pacific Ocean. All of Garden Grove, including the project site, is not located near any body of water or water storage facility that would be considered susceptible to seiche. No significant hills, mountains, or washes exist in the immediate vicinity that could result in mudflows onto or from the project site. No impact would occur.

³¹ Federal Emergency Management Agency. Flood Insurance Rate Map. Map Number 06059C0143J. December 3, 2009. <https://msc.fema.gov/portal/search?AddressQuery=garden%20grove%2C%20ca#searchresultsanchor> [Accessed April 2016].

4.10 – Land Use and Planning

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed project site currently supports commercial uses. Construction of the proposed billboard would not physically divide the surrounding community since it would be located on a site zoned for and supporting commercial uses. The proposed project would have no impact on land use or circulation patterns within the community. Therefore, no impact would occur.

b) **Less than Significant Impact.** The proposed project parcel is located along the SR-22 freeway corridor. The proposed project does not require a General Plan Amendment and thus would not conflict with policies designed to protect the environment. While the Garden Grove Municipal Code prohibits the establishment of new billboards to minimize visual impact, Municipal Code Section 9.20.110 allows the owner of an existing legal non-conforming billboard located within the City to apply to relocate the billboard to another location within the City. Such relocated billboards may be converted to include digital displays if located within the Garden Grove (22) Freeway Corridor (per the Code, the area within the City comprised of the land within 300 feet of either edge of the California State Route 22 Freeway right-of-way). The proposed project includes the removal of five existing billboard faces within the SR-22 corridor and thus is consistent with City policies and regulations intended to avoid adverse environmental effects.³²

The proposed billboard is required to comply with Municipal Code requirements for billboards and digital billboards in particular. The proposed billboard would be located in a completely commercial/industrial area, away from residential dwellings, as required by the zoning ordinance. However, due to the fact that the sign would be located within 350 feet of residentially zoned properties to the north (Elks' Lodge), northwest (church), and southwest (single-family homes), a zoning variance was requested to allow the proposed location and siting of the billboard. In order for a variance to be granted by the Planning Commission, a project must demonstrate conformance with all of the following requirements:

³² City of Garden Grove. Garden Grove Municipal Code Section 9.20.110 (Billboards). 2014.

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

The project applicant has provided evidence that the proposed site is the only location in the area (and one of just two locations in the entire city) adjacent to SR-22 that is not designated as "landscaped" by the State of California (Caltrans) and therefore could allow a new outdoor advertising structure (findings #1 and #2). This fact indicates that a very limited number of properties along SR-22 are suitable for a billboard. Additionally, evidence provided by the applicant indicates that the property to the immediate southeast (on the opposite side of SR-22) has been developed with a digital billboard of similar size and height to that proposed, with no apparent adverse effect (finding #3). Further, the applicant presents information that the proposed sign structure would be situated well above on-site and adjacent uses, and would be oriented entirely towards traffic on SR-22 freeway and in compliance with Caltrans' guidance for the design and operation of digital billboards (finding #3). The applicant demonstrated that the subject property is designated in the City's General Plan for commercial/industrial uses, and the proposed use is permitted within designated commercial/industrial zones per the sign ordinance (finding #4). Lastly, because the City will impose conditions on the operation of the billboard similar to those that would be imposed on any similar application, the project would not be afforded special privileges (finding #5). For these reasons, the granting of the variance would not have the potential to be materially detrimental to the public welfare and would not adversely affect the City's General Plan or the intent of the Freeway Corridor. As such, the project would not conflict with any local policy or ordinance designed to mitigate environmental impacts. The proposed billboard would be subject to certain conditions of approval—including long-term review of potential light-related impacts—to minimize visual impacts on surrounding uses and ensure continued safety surrounding the sites. Other potential impacts, including aesthetics, are discussed in other sections of this Initial Study. Impact would be less than significant.

c) **No Impact.** As discussed in Checklist Response 4.4.f above, the project site is fully developed and within an urbanized area. Surrounding areas are not part of any habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan. As such, no impact would occur.

4.11 – Mineral Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) **No Impact.** The proposed project is located in a completely urbanized area. No mineral extraction or processing facilities exist on or adjacent to the proposed site. No known mineral resources exist within the City of Garden Grove.³³ The project would not result in the loss of availability of an important mineral resource recovery site; no impact would occur.

³³ City of Garden Grove. Garden Grove General Plan 2030: Conservation Element.

4.12 – Noise

Would the project result in:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Noise can be defined as unwanted sound. Sound (and therefore noise) consists of energy waves that people receive and interpret. Sound pressure levels are described in logarithmic units of ratios of sound pressures to a reference pressure, squared. These units are called *bels*. In order to provide a finer description of sound, a *bel* is subdivided into ten *decibels*, abbreviated dB. To account for the range of sound that human hearing perceives, a modified scale is utilized known as the A-weighted decibel (dBA). Since decibels are logarithmic units, sound pressure levels cannot be added or subtracted by ordinary arithmetic means. For example, if one automobile produces a sound pressure level of 70 dBA when it passes an observer, two cars passing simultaneously would not produce 140 dBA. In fact, they would combine to produce 73 dBA. This same principle can be applied to other traffic quantities as well. In other words, doubling the traffic volume on a street or the speed of the traffic would increase the traffic noise level

by 3 dBA. Conversely, halving the traffic volume or speed would reduce the traffic noise level by 3 dBA. A 3 dBA change in sound is the beginning at which humans generally notice a *barely perceptible* change in sound and a 5 dBA change is generally *readily perceptible*.³⁴

The proposed Billboard is located in a fully urbanized area, in close proximity to the SR-22 freeway, and is surrounded by commercial, industrial and institutional uses. Existing noise conditions are representative of this environment. Traffic noise from SR-22 is the greatest contributor to ambient noise levels near the project site. There are no discernible stationary noise sources within the project site. The nearest sensitive receptors are the single-family homes located to the southwest, on the opposite side of the freeway. These receptors are located approximately 308 feet from the property line to the location of the proposed sign pole.

a) **Less Than Significant Impact.** The City's Municipal Code Chapter 8.47 ("Noise Control") contains the City's noise level standards. Additional noise standards are included in Municipal Code Sections 8.47.040 ("Ambient Base Noise Levels") and 8.47.050 ("General Noise Regulation"). Construction of the proposed billboard would result in minimal, short-term construction-related noise, anticipated to last 19 to 21 days. Project-related construction would result in short-term increases in noise levels and groundborne vibration on and immediately surrounding the site. However, given the small-scale nature of the proposed billboard, the short-term noise increase is not expected to exceed State recommended noise compatibility standards or local noise ordinances. Moreover, the proposed billboard will not produce operational noise (other than periodic, routine site maintenance); therefore, impacts would be less than significant.

b) **Less Than Significant Impact.** Vibration is the movement of mass over time. It is described in terms of frequency and amplitude and unlike sound; there is no standard way of measuring and reporting amplitude. Vibration can be described in units of velocity (inches per second) or discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration. Vibration impacts to buildings are generally discussed in terms of peak particle velocity (PPV) that describes particle movement over time (in terms of physical displacement of mass). For purposes of this analysis, PPV would be used to describe all vibration for ease of reading and comparison. Vibration can impact people, structures, and sensitive equipment.³⁵ The primary concern related to vibration and people is the potential to annoy those working and residing in the area. Vibration with high enough amplitudes can damage structures (such as crack plaster or destroy windows). Groundborne vibration can also disrupt the use of sensitive medical and scientific instruments such as electron microscopes. Common sources of vibration within communities include construction activities and railroads. Operation of the proposed Billboard would not include uses that cause vibration.

Groundborne vibration generated by construction projects is usually highest during pile driving, rock blasting, soil compacting, jack hammering, and demolition-related activities. Next to pile driving, grading activities have the greatest potential for vibration impacts if large bulldozers, large trucks, or other heavy equipment are used. Construction of the proposed billboard would not include demolition, site clearing, grading, or other earth-moving activities that require any of the previously listed equipment. Therefore, the proposed project is not anticipated to result in vibration impacts. Activities associated with construction and operation of the proposed billboard would not result in any vibration-related impacts to adjacent properties. Impact would be less than significant.

c) **No Impact.** The proposed project would not increase ambient noise levels due to increased traffic generation in the project vicinity since the only associated vehicle trips would be those required for periodic sign maintenance. The proposed Billboard would not create any noise during operation. Therefore, the proposed project would not

³⁴ California Department of Transportation. Basics of Highway Noise: Technical Noise Supplement. November 2009.

³⁵ California Department of Transportation. Transportation- and Construction-Induced Vibration Guidance Manual. June 2004.

create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project; no impact would occur.

d) **Less Than Significant Impact.** The project would result in temporary construction-related noise increases. However, these increases would be temporary, as construction of billboards generally takes 19 to 21 days. Moreover, construction of the proposed Billboard does not require any demolition, grading, or other earth-moving activities that cause substantial increases in noise. Short-term maximum noise levels generated by heavy construction equipment can range from approximately 68 dBA to noise levels in excess of 100 dBA when measured at 50 feet. These noise levels would diminish with distance from the construction site at a rate of approximately 6 dBA per each doubling of distance. Heavy construction equipment utilized for construction of the billboard would include a drilling rig, skip loader, dump truck, crane truck, and flatbed truck for transporting sign structures. The City's Municipal Code limits hours of construction to 7:00 A.M. to 10:00 P.M.³⁶ Adherence to these hours would ensure that the project is in compliance with all local construction noise standards. Based on the location of nearest sensitive receptors, the type of equipment used in the construction process, and the relatively short time period of construction that is required for signs, construction noise impacts associated with the proposed project would be less than significant.

Operationally, the project would result only in periodic noise associated with maintenance of the billboard sign; these activities would involve use of typical commercial-level power equipment, and the City's Noise Ordinance would apply to such activities. Operation of the billboard would not include other periodic outdoor noise sources such as landscaping activities or solid waste and recycling pick-up. Pole signs and billboard signs do not have any noise-related operational impacts. Pole signs and static billboards do not generate any noise, and digital LED billboards are not designed to emit any sounds. Long-term operation impacts of the proposed billboard would not expose persons to noise levels that exceed the standards of the Municipal Code, nor would it exceed existing ambient noise level conditions; therefore, impact would be less than significant.

e, f) **No Impact.** No airport land use plans apply to the area, and the proposed project site is not located within two miles of an airport. No impacts to airport land use plans or airports could occur. There are also no private airstrips in the project vicinity; there would be no impacts related to excessive noise near a private airstrip.

³⁶ City of Garden Grove. Municipal Code Section 8.47.060 "Special Noise Sources", Construction of Buildings and Projects.

4.13 – Population and Housing

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-c) **No Impact.** The proposed Billboard would not entail establishing any housing or creating any job-creating uses and would be developed on a site currently supporting commercial uses. Therefore, would not induce substantial population growth in the area nor result in the removal of any housing. No impact would occur.

4.14 – Public Services

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

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** No new fire stations or other capital improvements would need to be built and no new fire personnel would need to be hired to maintain existing service ratios and response times, as the project would not increase population or the need to service them. No impact related to fire protection services would occur.

b) **No Impact.** The proposed billboard would not increase the residential population or generate new employment; therefore, the project would not require law enforcement and public safety services from the Garden Grove Police Department. No new stations or other capital improvement would be required, and no new personnel would need to be hired to maintain existing service ratios and response times. No impact related to police protection services would occur.

c) **No Impact.** The proposed billboard would not generate any employees nor house any residents who might attend a local school. No impact would occur.

d) **No Impact.** The proposed billboard would not generate any employees nor house any residents who might increase the demand for new or use of existing park or recreation facilities. No impact would occur.

e) **No Impact.** No impact would occur to other public facilities such as libraries because the proposed Billboard would not expand the residential population.

4.15 – Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impact.** The proposed project would not create new households that could increase usage of local and regional parks and recreation facilities. No impact would occur.

b) **No Impact.** The proposed project would not include construction of any recreation facilities and would not require construction or improvement of any off-site facilities; thus, no impact would occur.

4.16 – Transportation and Traffic

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a, b, c, f) **Less than Significant Impact.** Construction and operation of the proposed Billboard would generate only minimal vehicle trips on existing public streets. During construction activity, per standard City practices the applicant would be required to prepare and implement a temporary traffic control plan, as warranted. As noted above, the project site is not located near an airport and billboard operations would not generate any new airport-related trips. Impacts would be less than significant.

d) **Less than Significant Impact with Mitigation Incorporated.** The project would involve the construction of a digital billboard within the Garden Grove (SR-22) Freeway Corridor within the City. The proposed Billboard would be visible primarily from SR-22 freeway, to which it would be oriented, but would also be visible from surrounding public streets.

The capability of digital billboards to present changing images has raised general concerns regarding the effect of such signage on traffic safety. The primary concern has been effects on driver attention, but concerns have also been raised regarding the potential for such signage to produce light of such intensity or direction that it could interfere with driver vision. This is a topic of ongoing research. The FHWA,³⁷ the American Association of State Highway and Transportation Officials, the National Cooperative Highway Research Program (NCHRP),³⁸ the Transportation Research Board, the Illumination Engineering Society of America,³⁹ the digital billboard industry,⁴⁰ and private groups have conducted or participated in numerous research studies. Literature reviews have found that there are no definitive, widely accepted conclusions about the presence or strength of adverse safety impacts from digital billboards, or about specific location, design, and operating standards that would protect public safety.⁴¹ Continued research is being conducted by various government agencies and private organizations.

The existing research points to a number of spatial and operational characteristics that could affect safety. These are mostly related to brightness and message duration. With regard to brightness, the brightness of a digital billboard would attract a driver's gaze earlier and longer than other visual stimuli that appear less bright.⁴² Also, the NCHRP report notes that at night, dawn or dusk, or in inclement weather, a bright sign can draw attention away from the road and traffic, and render less brightly lit official traffic signs, markings, and brake lights, less conspicuous and more difficult to discern. With regard to message duration, drivers would be more distracted by a display that changes as they approach it; as such, a longer message duration lowers the number of message changes seen by a driver and is less distracting.⁴³ The FHWA has recommended a message duration of eight seconds,⁴⁴ California requires a minimum of four seconds.⁴⁵

Another issue to consider is transition time between displays on the billboard, as it is a combination of brightness and apparent motion that attracts a viewer's gaze to the sign. A perceptible dark or blank interval between successive displays would increase the sense of apparent motion. The FHWA suggests that transition between messages be limited to one to two seconds.⁴⁶ Visual effects, such as fade, dissolve, or animation in the transition between successive messages is widely regarded as a distracting traffic safety hazard. State and federal law also establish

³⁷ U.S. Department of Transportation Federal Highway Administration. The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update. Publication No. FHWA-HRT-09-018. February 2009.

³⁸ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCRHP Project 20-7 (256). April 2009. This study was completed for the American Association of State Highway and Transportation Officials.

³⁹ Illumination Engineering Society of North America. IESNA Lighting Handbook. 9th Edition.

⁴⁰ Lighting Sciences/Ian Lewin Ph.D. Digital Billboard Recommendations and Comparisons to Conventional Billboards. 2007.

⁴¹ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCRHP Project 20-7 (256). April 2009.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ U.S. Department of Transportation, Federal Highway Administration. Information: Guidance on Off-Premise Changeable Message Signs. September 25, 2007.

⁴⁵ California Outdoor Advertising Act. Section 5405.

⁴⁶ U.S. Department of Transportation, Federal Highway Administration. Information: Guidance on Off-Premise Changeable Message Signs. September 25, 2007.

minimum spacing distance between digital billboards, of 1,000 feet. Additionally, digital billboards should not be placed near driver decision and action points, such as interchanges and curves, or near official traffic control signs that guide drivers to these actions, as this is a potential traffic safety concern.⁴⁷ The proposed Billboard would be required to comply with this spacing requirement.

The proposed billboard would also be required to comply with all existing federal and State laws and regulations related to billboards, including the Highway Beautification Act, FHWA agreements with the State pursuant to the Highway Beautification Act, the California Outdoor Advertising Act, and the California Vehicle Code. These laws and regulations are enforced by Caltrans and the California Highway Patrol. To ensure establishment and continued operation of the billboard within acceptable safety ranges, the following mitigation measures are included.

Mitigation Measures

TRANS-1 The operator of the digital LED billboard shall comply with the following at all times:

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

TRANS-2 The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:

- a) Status of the operator's license as required by California Business and Professions Code paragraph 5300 et seq.;
- b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code paragraph 5350 et seq.;
- c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code paragraph 5200 and all regulations adopted pursuant to such Act;
- d) Compliance with California Vehicle Code paragraphs 21466.5 and 21467;
- e) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. paragraph 131);
- f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor;

⁴⁷ National Cooperative Highway Research Program/Jerry Wachtel, CPE. Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs, NCRHP Project 20-7 (256). April 2009.

- h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

If the report identifies any violation of the operational conditions required by the City of the LED billboard, the billboard shall be switched off until such time corrective actions, to the satisfaction of the Community and Economic Development Director, have been taken.

These measures would ensure that operation of the proposed billboard would meet short- and long-term safety requirements in the future; therefore, with incorporation of mitigation, impact would be less than significant.

e) **No Impact.** The proposed billboard would be located on a private parcel, outside of travelled portions of the driveway and parking areas, and would present no obstacles to emergency access. All construction activities would occur within the proposed parcel and would not involve any road closures on SR-22 or any other public street.

The proposed billboard would also have the capacity to display official messages regarding emergencies and could perform as part of the emergency response system, thus resulting in beneficial impacts. Therefore, the project would have no impact with regard to inadequate emergency access.

4.17 – Utilities and Service Systems

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-g) **No Impact.** The proposed billboard would require electrical service to support digital LED messages. Electric power service is currently provided to the project site suitable for commercial purposes, and providing modified electrical services would not result in any significant effects. The proposed Billboard would use electrical energy and would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. These standards would ensure that electrical energy would be used efficiently. Section 4.7 discusses the related greenhouse gas emissions associated with this energy use. Impact would be less than significant.

Evaluation of Environmental Impacts

Operation of the proposed billboard would not generate any solid waste or wastewater, nor would operations require a supply of potable water. All waste materials associated with the removal of existing billboards would be recycled or deposited in landfills. Excavated soil would either be reused if determined to be feasible or be disposed of in landfills in compliance with State and local laws. Construction and operation of the proposed billboard would not require other utility services and would not affect drainage. Installation of the proposed billboard would include coordination with various other utility companies via the Underground Service Alert to prevent conflicts with subterranean utilities. Therefore, there would be no impact on utility services.

4.18 – Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) **Less Than Significant.** The proposed billboard would not substantially impact any agricultural or forest resources, as discussed in Section 4.2. The project site is located within an urbanized area with no natural habitat. The project would not significantly impact any sensitive plants, plant communities, fish, wildlife, or habitat for any sensitive species as discussed in Section 4.4. The project would not significantly impact any mineral resources, as discussed in section 4.11. Adverse impacts to population and housing would not occur, as shown in Section 4.13. The project would not significantly impact the administration of public resources, as discussed in Section 4.14. The project would not significantly impact recreation facilities and/or resources, as discussed in Section 4.14. Adverse impacts to utilities and service systems would not occur, as discussed in section 4.15. The environmental analysis provided in Section 4.3 concludes that impacts related to emissions of criteria pollutants and other air quality impacts would be less than significant. Section 4.5 concludes that impacts related to cultural resources would be less than significant. Section 4.7 concludes that impacts related to geology and soils would be less than significant. The project would not significantly impact the environment with concern to the routine transport of hazardous materials, as concluded in Section 4.8. Impacts to hydrology and water quality were shown to be less than significant in Section 4.9. No impacts to land use and planning would occur because of the project, as discussed in Section 4.10. The environmental analysis provided in Section 4.12 concludes that impacts related to noise would be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 thru 4.17, no evidence is presented that this project would degrade the quality of the environment. The City hereby finds that impacts related to aesthetics, migratory birds, cultural resources, and traffic would be less than significant with mitigation incorporation as discussed in Section 4.1, 4.6, and 4.16 respectively.

b) **Less Than Significant with Mitigation Incorporation.** Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with changes resulting from other past, present, and

future projects that affect the same resources, utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved in the project. Such impacts are expected to be less than significant for this project due to the fact that there are no other similar projects currently proposed within the project vicinity, and the proposed billboard would be a feature that is consistent with the character of the existing urbanized environment.

The proposed billboard would generally result in less than significant environmental impacts (with mitigation incorporated), as discussed herein. Short-term impacts related to light and glare and traffic hazards would be mitigated to less than significant levels. The proposed billboard could have the potential for long-term cumulative impacts if more digital billboards were to be constructed in the area in the future. However, as noted in Section 4.9 (Land Use and Planning), Caltrans has designated most of the SR-22 extent through Garden Grove as a landscaped area, within which billboards are not permitted; this condition would limit the establishment of additional billboards. Also, federal and State guidelines would be followed concerning the frequency at which signs can be placed along the freeway. Cumulative visual impacts would thus be avoided.

Impacts related to noise and air quality were determined to be less than significant given the limited scale of sign construction, and therefore would not contribute substantially to any other concurrent construction programs that may be occurring in the vicinity. Short-term impacts related to pollutant emissions would be less than significant and would not exceed maximum thresholds.

No other major projects are currently being planned to occur within the proposed project vicinity. Construction of the proposed billboard is generally estimated to take 19 to 21 days. Furthermore, development of the proposed billboard would require minimal on-site construction, which would result in less than significant impacts, as the sign structure is fabricated primarily off site. Construction that would occur on site would be limited to drilling a hole for the foundation, hauling away dirt and debris, and erecting the sign structure. Construction impacts were determined to be less than significant. The City hereby finds that the contribution of the proposed billboard to cumulative impacts would be less than significant with mitigation incorporation, as noted in previous sections of this Initial Study.

c) **Less Than Significant with Mitigation Incorporation.** Based on the analysis of the project's impacts in the responses to items 4.1 thru 4.17, there is no indication that this project could result in substantial adverse effects on human beings. While there would be limited temporary effects during construction related to noise and criteria pollutant emissions, these were determined to be less than significant. Long-term effects would include minor changes of the visual character of the site and surrounding roadways due to the possible future addition of signs to the area and associated changes to lighting conditions. However, these changes are anticipated to be consistent with the existing aesthetic character and land uses of the area. Moreover, mitigation is incorporated to reduce the level of significance related to aesthetics and traffic safety to a less than significant level. The analysis herein concludes that direct and indirect environmental effects can be mitigated. Based on the analysis in this Initial Study, the City finds that direct and indirect impacts to human beings would be less than significant with mitigation incorporated.

5 References

5.1 – List of Preparers

City of Garden Grove (Lead Agency)

Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Lee Marino, Senior Planner

MIG, Inc. (Environmental Analysis)

1500 Iowa Avenue, Suite 110
Riverside, California 92507
951.787.9222

Laura Stetson, AICP, Principal
Christopher Brown, Director of Environmental Services
Cameron Hile, Project Analyst

6 Summary of Mitigation Measures

AES-1: The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face at all times upon initial start-up through field testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance with these requirements. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.

AES-2: Signs shall be installed with sensors which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.

TRANS-1 The operator of the digital LED billboard shall comply with the following at all times:

- e) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display.
- f) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second.
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- j) Status of the operator's license as required by California Business and Professions Code paragraph 5300 et seq.;
- k) Status of the required permit for individual digital billboards, as required by California Business and Professions Code paragraph 5350 et seq.;
- l) Compliance with the California Outdoor Advertising Act, California Business and Professions Code paragraph 5200 and all regulations adopted pursuant to such Act;
- m) Compliance with California Vehicle Code paragraphs 21466.5 and 21467;
- n) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23 U.S.C. paragraph 131);
- o) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval;
- p) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor;

- q) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and
- r) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode.

If the report identifies any violation of the operational conditions required by the City of the LED billboard, the billboard shall be switched off until such time corrective actions, to the satisfaction of the Community and Economic Development Director, have been taken.

Summary of Mitigation Measures

7 Appendix Materials



Appendix A

Air Quality Modeling Data

Newhope Digital Billboard Project
 South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2017

Utility Company Southern California Edison

CO2 Intensity (lb/MW/hr)	630.89	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tbiAreaCoating	Area_Nonresidential_Interior	300	0
tbiConstructionPhase	NumDays	100.00	4.00
tbiConstructionPhase	NumDays	100.00	1.00
tbiConstructionPhase	NumDays	100.00	2.00
tbiConstructionPhase	NumDays	100.00	3.00
tbiConstructionPhase	NumDays	100.00	7.00
tbiConstructionPhase	NumDays	1.00	2.00
tbiConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tbiLandUse	LandUseSquareFeet	0.00	200.00
tbiLandUse	LotAcreage	0.00	0.10
tbiOffRoadEquipment	HorsePower	62.00	97.00
tbiOffRoadEquipment	HorsePower	62.00	89.00
tbiOffRoadEquipment	HorsePower	62.00	226.00
tbiOffRoadEquipment	HorsePower	205.00	174.00
tbiOffRoadEquipment	HorsePower	9.00	97.00

tbIOffRoadEquipment	HorsePower	64.00	205.00
tbIOffRoadEquipment	HorsePower	80.00	226.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	LoadFactor	0.56	1.00
tbIOffRoadEquipment	LoadFactor	0.73	1.00
tbIOffRoadEquipment	LoadFactor	0.37	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIProjectCharacteristics	OperationalYear	2014	2017

2.0 Emissions Summary

2.1 Overall Construction
Unmitigated Construction

Year	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	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0186	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9231	26.9231	7.2300e-003	0.0000	27.0749
Total	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9231	26.9231	7.2300e-003	0.0000	27.0749

Mitigated Construction

Year	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	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9230	26.9230	7.2300e-003	0.0000	27.0748
Total	0.0313	0.3273	0.1834	2.9000e-004	1.6700e-003	0.0188	0.0204	3.0000e-004	0.0174	0.0177	0.0000	26.9230	26.9230	7.2300e-003	0.0000	27.0748

Percent Reduction	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	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational
Unmitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBp-CO2	Total CO2	CH4	N2O	CO2e	
tons/yr																	
MT/yr																	
Area	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005

**2.2 Overall Operational
Mitigated Operational**

Category	tons/yr										MT/yr						
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	NBiogenic CO2	Total CO2	CH4	N2O	CO2e	
Area	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005

Percent Reduction	tons/yr										MT/yr						
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	NBiogenic CO2	Total CO2	CH4	N2O	CO2e	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

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

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41
Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00

Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

**3.2 Billboard Demolition - 2016
Unmitigated Construction On-Site**

Category	ROG	NOX	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Fugitive Dust					4.9000e-004	0.0000	4.9000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.2800e-003	0.0440	0.0345	5.0000e-005	3.0800e-003	3.0800e-003	3.0800e-003	2.9700e-003	2.9700e-003	2.9700e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3288
Total	5.2800e-003	0.0440	0.0345	5.0000e-005	4.9000e-004	3.0800e-003	3.5700e-003	7.0000e-005	2.9700e-003	3.0400e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3288
MT/yr																

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
tons/yr																
Hauling	4.0000e-005	7.3000e-004	5.5000e-004	0.0000	4.0000e-005	1.0000e-005	5.0000e-005	1.0000e-005	1.0000e-005	2.0000e-005	0.0000	0.1686	0.1686	0.0000	0.0000	0.1686
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	2.4000e-004	2.4500e-003	1.0000e-005	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.4112	0.4112	2.0000e-005	0.0000	0.4116
Total	2.0000e-004	9.7000e-004	3.0000e-003	1.0000e-005	4.8000e-004	1.0000e-005	4.9000e-004	1.3000e-004	1.0000e-005	1.4000e-004	0.0000	0.5797	0.5797	2.0000e-005	0.0000	0.5802
MT/yr																

3.2 Billboard Demolition - 2016
Mitigated 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
tons/yr																
Fugitive Dust					4.9000e-004	0.0000	4.9000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	5.2800e-003	0.0440	0.0345	5.0000e-005	3.0800e-003	3.0800e-003	3.0800e-003	2.9700e-003	2.9700e-003	2.9700e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3287
Total	5.2800e-003	0.0440	0.0345	5.0000e-005	4.9000e-004	3.0800e-003	3.5700e-003	7.0000e-005	2.9700e-003	3.0400e-003	0.0000	4.3130	4.3130	7.5000e-004	0.0000	4.3287
MT/yr																

Mitigated 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
tons/yr																
Hauling	4.0000e-005	7.3000e-004	5.5000e-004	0.0000	4.0000e-005	1.0000e-005	5.0000e-005	1.0000e-005	1.0000e-005	2.0000e-005	0.0000	0.1686	0.1686	0.0000	0.0000	0.1686
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8000e-004	2.4000e-004	2.4500e-003	1.0000e-005	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.4112	0.4112	2.0000e-005	0.0000	0.4116
Total	2.0000e-004	9.7000e-004	3.0000e-003	1.0000e-005	4.8000e-004	1.0000e-005	4.9000e-004	1.3000e-004	1.0000e-005	1.4000e-004	0.0000	0.5797	0.5797	2.0000e-005	0.0000	0.5802
MT/yr																

3.3 Site Preparation - 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	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Fugitive Dust					5.3000e-004	0.0000	5.3000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.4000e-003	0.0357	0.0273	4.0000e-005	2.0000e-003	2.0000e-003	2.0000e-003	1.8800e-003	1.8800e-003	1.8800e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
Total	3.4000e-003	0.0357	0.0273	4.0000e-005	5.3000e-004	2.0000e-003	2.5300e-003	6.0000e-005	1.8800e-003	1.9400e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
MT/yr																

Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
Total	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
MT/yr																

3.3 Site Preparation - 2016

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	NBiogenic CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Fugitive Dust					5.3000e-004	0.0000	5.3000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.4000e-003	0.0357	0.0273	4.0000e-005	2.0000e-003	2.0000e-003	2.0000e-003	1.8800e-003	1.8800e-003	1.8800e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
Total	3.4000e-003	0.0357	0.0273	4.0000e-005	5.3000e-004	2.0000e-003	2.5300e-003	6.0000e-005	1.8800e-003	1.9400e-003	0.0000	3.8288	3.8288	1.0000e-003	0.0000	3.8498
MT/yr																

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	NBiogenic CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
Total	6.0000e-005	9.0000e-005	9.2000e-004	0.0000	1.6000e-004	0.0000	1.7000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1542	0.1542	1.0000e-005	0.0000	0.1544
MT/yr																

3.4 Building Construction - 2016
Unmitigated Construction On-Site

Category	CO2e	CO	NOx	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	7.0100e-003	0.0340	0.0777	6.0000e-005	4.1600e-003	4.1600e-003	4.1600e-003	3.8300e-003	3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077
Total	7.0100e-003	0.0340	0.0777	6.0000e-005	4.1600e-003	4.1600e-003	4.1600e-003	3.8300e-003	3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	5.3077

Unmitigated Construction Off-Site

Category	CO2e	CO	NOx	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.4 Building Construction - 2016
Mitigated Construction On-Site

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	7.0100e-003	0.0777	0.0340	6.0000e-005	4.1600e-003	4.1600e-003	4.1600e-003	3.8300e-003	3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	0.0000	5.3077
Total	7.0100e-003	0.0777	0.0340	6.0000e-005	4.1600e-003	4.1600e-003	4.1600e-003	3.8300e-003	3.8300e-003	3.8300e-003	0.0000	5.2743	5.2743	1.5900e-003	0.0000	0.0000	5.3077

Mitigated 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	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	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Building 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	Biogenic CO2	Total CO2	CH4	N2O	CO2e
Off-Road	1.7500e-003	0.0194	8.5100e-003	1.0000e-005	1.0400e-003	1.0400e-003	1.0400e-003	9.6000e-004	9.6000e-004	9.6000e-004	0.0000	1.3186	4.0000e-004	0.0000	1.3269
Total	1.7500e-003	0.0194	8.5100e-003	1.0000e-005	1.0400e-003	1.0400e-003	1.0400e-003	9.6000e-004	9.6000e-004	9.6000e-004	0.0000	1.3186	4.0000e-004	0.0000	1.3269

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	Biogenic 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
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
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Building Construction 2 - 2016

Mitigated 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
tons/yr																
MT/yr																
Off-Road	1.7500e-003	0.0194	8.5100e-003	1.0000e-005	1.0400e-003	1.0400e-003	1.0400e-003	9.6000e-004	9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3259
Total	1.7500e-003	0.0194	8.5100e-003	1.0000e-005	1.0400e-003	1.0400e-003	1.0400e-003	9.6000e-004	9.6000e-004	9.6000e-004	0.0000	1.3186	1.3186	4.0000e-004	0.0000	1.3269

Mitigated 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
tons/yr																
MT/yr																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 2016
Unmitigated Construction On-Site

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	3.7600e-003	0.0431	0.0220	4.0000e-005	2.2600e-003	2.2600e-003	2.2600e-003	2.0800e-003	2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792
Total	3.7600e-003	0.0431	0.0220	4.0000e-005	2.2600e-003	2.2600e-003	2.2600e-003	2.0800e-003	2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 2016

Mitigated Construction On-Site

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
Off-Road	3.7600e-003	0.0431	0.0220	4.0000e-005	2.2600e-003	2.2600e-003	2.2600e-003	2.0800e-003	2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792
Total	3.7600e-003	0.0431	0.0220	4.0000e-005	2.2600e-003	2.2600e-003	2.2600e-003	2.0800e-003	2.0800e-003	2.0800e-003	0.0000	3.3580	3.3580	1.0100e-003	0.0000	3.3792

Mitigated 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
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.7 Building Construction 4 - 2016
Unmitigated Construction On-Site

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
Off-Road	4.9900e-003	0.0583	0.0245	5.0000e-005	2.9100e-003	2.9100e-003	2.9100e-003	2.6800e-003	2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821
Total	4.9900e-003	0.0583	0.0245	5.0000e-005	2.9100e-003	2.9100e-003	2.9100e-003	2.6800e-003	2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821

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
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.7 Building Construction 4 - 2016

Mitigated Construction On-Site

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	4.9900e-003	0.0583	0.0245	5.0000e-005	2.9100e-003	2.9100e-003	2.9100e-003	2.6800e-003	2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821
Total	4.9900e-003	0.0583	0.0245	5.0000e-005	2.9100e-003	2.9100e-003	2.9100e-003	2.6800e-003	2.6800e-003	2.6800e-003	0.0000	4.3545	4.3545	1.3100e-003	0.0000	4.3821

Mitigated 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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.8 Building Construction 5 - 2016
Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Off-Road	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658
Total	4.8400e-003	0.0480	0.0287	4.0000e-005		3.2900e-003	3.2900e-003		3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658
MT/yr																

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
tons/yr																
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
MT/yr																

3.8 Building Construction 5 - 2016

Mitigated 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	4.8400e-003	0.0480	0.0287	4.0000e-005	3.2900e-003	3.2900e-003	3.2900e-003	3.0300e-003	3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658
Total	4.8400e-003	0.0480	0.0287	4.0000e-005	3.2900e-003	3.2900e-003	3.2900e-003	3.0300e-003	3.0300e-003	3.0300e-003	0.0000	3.7421	3.7421	1.1300e-003	0.0000	3.7658

Mitigated 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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Category	tons/yr											MT/yr				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bi-o-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles										Trip Purpose %	
	H-W or C-C	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diversified	Pass-by			
User Defined Commercial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0			

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

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
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use kBtu/yr	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
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Mitigated

Land Use	NaturalGas Use kBTU/yr	tons/yr										MT/yr						
		SO2	CO	NOX	ROG	Exhaust PM10	Fugitive PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Unmitigated

Land Use	Electricity Use kWh/yr	MT/yr																				
		Total CO2	CH4	N2O	CO2e	SO2	CO	NOX	ROG	Exhaust PM10	Fugitive PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Mitigated

Land Use	Electricity Use kWh/yr	Total CO2	CH4	N2O	CO2e
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

Category	tons/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	
Mitigated	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005
Unmitigated	7.8000e-004	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	0.0000	3.0000e-005

6.2 Area by SubCategory

Unmitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBIO-CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Architectural Coating	6.0000e-005					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.2000e-004					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Total	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
MT/yr																

Mitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBIO-CO2	Total CO2	CH4	N2O	CO2e
tons/yr																
Architectural Coating	6.0000e-005					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.2000e-004					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
Total	7.8000e-004	0.0000	1.0000e-005	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.0000e-005	2.0000e-005	0.0000	0.0000	3.0000e-005
MT/yr																

7.0 Water Detail

7.1 Mitigation Measures Water

Category	MT/yr			
	Total CO2	CH4	N2O	CO2e
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Unmitigated

Land Use	Indoor/Outdoor Use Mgal	MT/yr			
		Total CO2	CH4	N2O	CO2e
User Defined Commercial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Mitigated

Land Use	Indoor/Outdoor Use	Total CO ₂ e		
		CH ₄	N ₂ O	CO ₂ e
Mgal		MT/yr		
User Defined Commercial	0 / 0	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO ₂ e		
	CH ₄	N ₂ O	CO ₂ e
		MT/yr	
Mitigated	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000

8.2 Waste by Land Use

Unmitigated

Land Use	Waste Disposed tons	Total CO2			CO2e
		CH4	N2O	CO2e	
MTYr					
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

Land Use	Waste Disposed tons	Total CO2			CO2e
		CH4	N2O	CO2e	
MTYr					
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Newhope Digital Billboard Project

South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2017

Utility Company Southern California Edison

CO2 Intensity (lb/MW/hr)	630.89	CH4 Intensity (lb/MW/hr)	0.029	N2O Intensity (lb/MW/hr)	0.006
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1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Nonresidential_Interior	300	0
tblConstructionPhase	NumDays	100.00	4.00
tblConstructionPhase	NumDays	100.00	1.00
tblConstructionPhase	NumDays	100.00	2.00
tblConstructionPhase	NumDays	100.00	3.00
tblConstructionPhase	NumDays	100.00	7.00
tblConstructionPhase	NumDays	1.00	2.00
tblConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tblLandUse	LandUseSquareFeet	0.00	200.00
tblLandUse	LotAcreage	0.00	0.10
tblOffRoadEquipment	HorsePower	62.00	97.00
tblOffRoadEquipment	HorsePower	62.00	89.00
tblOffRoadEquipment	HorsePower	62.00	226.00
tblOffRoadEquipment	HorsePower	205.00	174.00
tblOffRoadEquipment	HorsePower	9.00	97.00

tbIOffRoadEquipment	HorsePower	64.00	205.00
tbIOffRoadEquipment	HorsePower	80.00	226.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	LoadFactor	0.56	1.00
tbIOffRoadEquipment	LoadFactor	0.73	1.00
tbIOffRoadEquipment	LoadFactor	0.37	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIProjectCharacteristics	OperationalYear	2014	2017

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

Year	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	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.914	4,398.914	1.1165	0.0000	4,422.361
Total	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.914	4,398.914	1.1165	0.0000	4,422.361

Mitigated Construction

Year	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	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.914	4,398.914	1.1165	0.0000	4,422.361
Total	3.7642	43.1322	28.2391	0.0435	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,398.914	4,398.914	1.1165	0.0000	4,422.361

Percent Reduction	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational
Unmitigated Operational

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																
Area	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

Mitigated Operational

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																
Area	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

Percent Reduction	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

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

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41

Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00
Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Billboard Demolition - 2016

Unmitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003	0.6159	0.6159	0.6159	0.5944	0.5944	0.5944	950.8527	950.8527	0.1654			954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093	950.8527	950.8527	0.1654			954.3261

3.2 Billboard Demolition - 2016
Unmitigated Construction Off-Site

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	8.6200e-003	0.1384	0.0973	3.7000e-004	8.7100e-003	2.1400e-003	0.0109	2.3800e-003	1.9700e-003	4.3500e-003		37.2023	37.2023	2.7000e-004		37.2079
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0533	0.0417	0.5189	1.1300e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		95.1666	95.1666	4.8800e-003		95.2691
Total	0.0419	0.1800	0.6162	1.5000e-003	0.0981	2.8900e-003	0.1010	0.0261	2.6600e-003	0.0288		132.3689	132.3689	5.1500e-003		132.4770

Mitigated Construction On-Site

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																
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003	0.6159	0.6159	0.6159	0.5944	0.5944	0.5944	0.0000	950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093	0.0000	950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016
Mitigated Construction Off-Site

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	6.6200e-003	0.1384	0.0973	3.7000e-004	6.7100e-003	2.1400e-003	0.0109	2.3800e-003	1.9700e-003	4.3500e-003		37.2023	37.2023	2.7000e-004		37.2079
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0333	0.0417	0.5189	1.1300e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		95.1666	95.1666	4.8800e-003		95.2691
Total	0.0419	0.1800	0.6162	1.5000e-003	0.0981	2.8900e-003	0.1010	0.0261	2.6600e-003	0.0288		132.3689	132.3689	5.1500e-003		132.4770

3.3 Site Preparation - 2016
Unmitigated Construction On-Site

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																
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414	1.9978	1.9978	1.9978	1.8760	1.8760	1.8760		4,220.4772	4,220.4772	1.1067		4,243.7185
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333		4,220.4772	4,220.4772	1.1067		4,243.7185

3.3 Site Preparation - 2016
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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	178.4374	178.4374	178.4374	9.1500e-003		178.6295
Total	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	178.4374	178.4374	178.4374	9.1500e-003		178.6295

Mitigated 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																
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414	1.9978	1.9978	1.9978	1.8760	1.8760	1.8760	0.0000	4,220.477 ₂	4,220.477 ₂	1.1067		4,243.718 ₅
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333	0.0000	4,220.477₂	4,220.477₂	1.1067		4,243.718₅

3.3 Site Preparation - 2016
Mitigated 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	178.4374	178.4374	9.1500e-003	0.0000	0.0000	178.6295
Total	0.0624	0.0781	0.9730	2.1200e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	178.4374	178.4374	9.1500e-003	0.0000	0.0000	178.6295

3.4 Building Construction - 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	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2.906.9366	2.906.9366	0.8768	0.8768	0.8768	2,925.3501
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2,906.9366	2,906.9366	0.8768	0.8768	0.8768	2,925.3501

3.4 Building Construction - 2016
Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2,906.9366	2,906.9366	0.8768		2,925.3501

3.4 Building Construction - 2016
Mitigated Construction Off-Site

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.5 Building Construction 2 - 2016
Unmitigated Construction On-Site

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	3.5044	36.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501
Total	3.5044	36.8592	17.0123	0.0280		2.0812	2.0812		1.9147	1.9147		2,906.9366	2,906.9366	0.8768		2,925.3501

3.5 Building Construction 2 - 2016
Unmitigated Construction Off-Site

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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated 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	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2.906.936 6	2.906.936 6	0.8768	0.8768	2.825.350 1
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2.906.936 6	2.906.936 6	0.8768	0.8768	2.825.350 1

3.5 Building Construction 2 - 2016
Mitigated 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	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	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 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	3.7642	43.1322	22.0369	0.0356	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	3,701.532	1	3,701.532	1.1165	1	3,724.978
Total	3.7642	43.1322	22.0369	0.0356	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	3,701.532	1	3,701.532	1.1165	1	3,724.978

3.6 Building Construction 3 - 2016
Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	3.7642	43.1322	22.0369	0.0366	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	0.0000	3,701.532	3,701.532	1.1165		3,724.978
Total	3.7642	43.1322	22.0369	0.0366	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	0.0000	3,701.532	3,701.532	1.1165		3,724.978

3.6 Building Construction 3 - 2016

Mitigated Construction Off-Site

Category	COG	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.7 Building Construction 4 - 2016

Unmitigated Construction On-Site

Category	COG	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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3.200.012	3.200.012	0.9652		3,220.282
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864		3.200.012	3,200.012	0.9652		3,220.282

3.7 Building Construction 4 - 2016
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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000

Mitigated Construction On-Site

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	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652			3,220.2825
Total	3.3244	38.8639	16.3040	0.0308		1.9417	1.9417		1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652			3,220.2825

3.7 Building Construction 4 - 2016
Mitigated Construction Off-Site

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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.8 Building Construction 5 - 2016
Unmitigated Construction On-Site

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	1.3816	13.7058	8.2122	0.0113	0.9398	0.9398	0.9398	0.8646	0.8646	0.8646	1,178.5549	1,178.5549	1,178.5549	0.3555	0.3555	1,186.0202
Total	1.3816	13.7058	8.2122	0.0113	0.9398	0.9398	0.9398	0.8646	0.8646	0.8646	1,178.5549	1,178.5549	1,178.5549	0.3555	0.3555	1,186.0202

3.8 Building Construction 5 - 2016

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

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	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016

Mitigated Construction Off-Site

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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																
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Commercial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Category	lb/day										lb/day				
	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	Total CO2	CH4	N2O	CO2e
Natural Gas Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Natural Gas Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use kBTU/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
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

Land Use	NaturalGas Use kBTU/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
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

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																
Mitigated	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004
Unmitigated	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

6.2 Area by SubCategory

Unmitigated

SubCategory	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																
Architectural Coating	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

6.2 Area by SubCategory

Mitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBlc- CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Architectural Coating	3.2000e-004				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Newhope Digital Billboard Project South Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Commercial	1.00	User Defined Unit	0.10	200.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2017
Utility Company	Southern California Edison				
CO2 Intensity (lb/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 - User Defined

Construction Phase - Based on City construction estimates.

Off-road Equipment - Per City estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - Based on City construction estimates.

Off-road Equipment - According to City estimates.

Off-road Equipment - Per City Estimates

Demolition -

Table Name	Column Name	Default Value	New Value
tbiAreaCoating	Area_Nonresidential_Interior	300	0
tbiConstructionPhase	NumDays	100.00	4.00
tbiConstructionPhase	NumDays	100.00	1.00
tbiConstructionPhase	NumDays	100.00	2.00
tbiConstructionPhase	NumDays	100.00	3.00
tbiConstructionPhase	NumDays	100.00	7.00
tbiConstructionPhase	NumDays	1.00	2.00
tbiConstructionPhase	PhaseEndDate	1/22/2016	1/23/2016
tbiLandUse	LandUseSquareFeet	0.00	200.00
tbiLandUse	LotAcreage	0.00	0.10
tbiOffRoadEquipment	HorsePower	62.00	97.00
tbiOffRoadEquipment	HorsePower	62.00	89.00
tbiOffRoadEquipment	HorsePower	62.00	226.00
tbiOffRoadEquipment	HorsePower	205.00	174.00
tbiOffRoadEquipment	HorsePower	9.00	97.00

tbIOffRoadEquipment	HorsePower	64.00	205.00
tbIOffRoadEquipment	HorsePower	80.00	226.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.29	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.31	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	LoadFactor	0.56	1.00
tbIOffRoadEquipment	LoadFactor	0.73	1.00
tbIOffRoadEquipment	LoadFactor	0.37	1.00
tbIOffRoadEquipment	LoadFactor	0.50	1.00
tbIOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIOffRoadEquipment	UsageHours	4.00	8.00
tbIProjectCharacteristics	OperationalYear	2014	2017

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

Year	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	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4.387.831	4.387.831	1.1165	0.0000	4,411.278
Total	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.831	4,387.831	1.1165	0.0000	4,411.278

Mitigated Construction

Year	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	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4.387.831	4.387.831	1.1165	0.0000	4,411.278
Total	3.7642	43.1322	28.1632	0.0434	0.6979	2.2568	2.6971	0.1017	2.0763	2.0763	0.0000	4,387.831	4,387.831	1.1165	0.0000	4,411.278

Percent Reduction	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**2.2 Overall Operational
Unmitigated Operational**

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBP-CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Area	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

Mitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBP-CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Area	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

Percent Reduction	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NB10-CO2	Total CO2	CH4	N2O	CO2e
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Billboard Demolition	Demolition	1/1/2016	1/14/2016	5	10	
2	Site Preparation	Site Preparation	1/15/2016	1/18/2016	5	2	
3	Building Construction	Building Construction	1/19/2016	1/23/2016	5	4	
4	Building Construction 2	Building Construction	1/24/2016	1/25/2016	5	1	
5	Building Construction 3	Building Construction	1/26/2016	1/27/2016	5	2	
6	Building Construction 4	Building Construction	1/28/2016	2/1/2016	5	3	
7	Building Construction 5	Building Construction	2/2/2016	2/10/2016	5	7	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

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

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Aerial Lifts	1	8.00	97	1.00
Site Preparation	Bore/Drill Rigs	1	8.00	174	1.00
Site Preparation	Concrete/Industrial Saws	1	8.00	81	1.00
Site Preparation	Graders	1	8.00	174	0.41

Site Preparation	Skid Steer Loaders	1	8.00	205	1.00
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Building Construction	Cranes	1	8.00	226	1.00
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 2	Cement and Mortar Mixers	1	8.00	97	1.00
Building Construction 2	Cranes	1	8.00	226	1.00
Building Construction 2	Forklifts	2	6.00	89	0.20
Building Construction 2	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 3	Aerial Lifts	1	8.00	89	1.00
Building Construction 3	Cranes	1	8.00	226	1.00
Building Construction 3	Forklifts	2	6.00	89	0.20
Building Construction 3	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Cranes	1	4.00	226	0.29
Building Construction 4	Forklifts	2	6.00	89	0.20
Building Construction 4	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction 4	Trenchers	1	8.00	226	1.00
Building Construction 5	Aerial Lifts	1	8.00	226	1.00
Building Construction 5	Cranes	1	4.00	226	0.29
Building Construction 5	Forklifts	2	6.00	89	0.20
Building Construction 5	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Billboard Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Billboard Demolition	Rubber Tired Dozers	1	1.00	255	0.40
Billboard Demolition	Tractors/Loaders/Backhoes	1	6.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	6	0.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Billboard Demolition	3	8.00	0.00	5.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Billboard Demolition - 2016
Unmitigated Construction On-Site

Category	ROG	NOX	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0588	8.7972	6.8953	9.7000e-003	0.6159	0.6159	0.6159	0.5944	0.5944	0.5944		950.8527	950.8527	0.1654		954.3261
Total	1.0588	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093		950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016
Unmitigated Construction Off-Site

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	9.1000e-003	0.1434	0.1115	3.7000e-004	8.7100e-003	2.1500e-003	0.0109	2.3800e-003	1.9700e-003	4.3600e-003		37.1140	37.1140	2.7000e-004		37.1196
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0341	0.0458	0.4784	1.0600e-003	0.0894	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		89.2556	89.2556	4.8800e-003		89.3581
Total	0.0432	0.1891	0.5899	1.4300e-003	0.0981	2.9000e-003	0.1010	0.0261	2.6600e-003	0.0288		126.3696	126.3696	5.1500e-003		126.4777

Mitigated Construction On-Site

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																
Fugitive Dust					0.0984	0.0000	0.0984	0.0149	0.0000	0.0149			0.0000			0.0000
Off-Road	1.0568	8.7972	6.8953	9.7000e-003	0.6159	0.6159	0.6159	0.5944	0.5944	0.5944	0.0000	950.8527	950.8527	0.1654		954.3261
Total	1.0568	8.7972	6.8953	9.7000e-003	0.0984	0.6159	0.7144	0.0149	0.5944	0.6093	0.0000	950.8527	950.8527	0.1654		954.3261

3.2 Billboard Demolition - 2016
Mitigated Construction Off-Site

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	9.1000e-003	0.1434	0.1115	3.7000e-004	8.7100e-003	2.1500e-003	0.0109	2.3800e-003	1.9700e-003	4.3600e-003		37.1140	37.1140	2.7000e-004		37.1196
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0341	0.0458	0.4784	1.0600e-003	0.0694	7.5000e-004	0.0902	0.0237	6.9000e-004	0.0244		89.2556	89.2556	4.8800e-003		89.3581
Total	0.0432	0.1891	0.5899	1.4300e-003	0.0981	2.9000e-003	0.1010	0.0261	2.6600e-003	0.0288		126.3696	126.3696	5.1500e-003		126.4777

3.3 Site Preparation - 2016
Unmitigated Construction On-Site

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																
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414	1.9978	1.9978	1.9978	1.8760	1.8760	1.8760		4,220.4772	4,220.4772	1.1067		4,243.7185
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333		4,220.4772	4,220.4772	1.1067		4,243.7185

3.3 Site Preparation - 2016
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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0638	0.0658	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	167.3543	167.3543	167.3543	9.1500e-003		167.5464
Total	0.0638	0.0658	0.8970	1.9900e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	167.3543	167.3543	167.3543	9.1500e-003		167.5464

Mitigated 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																
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573	0.0000	0.0000	0.0000	0.0000		0.0000
Off-Road	3.4046	35.7200	27.2661	0.0414	1.9978	1.9978	1.9978	1.8760	1.8760	1.8760	0.0000	4,220.477	4,220.477	1.1067		4,243.718
Total	3.4046	35.7200	27.2661	0.0414	0.5303	1.9978	2.5280	0.0573	1.8760	1.9333	0.0000	4,220.477	4,220.477	1.1067		4,243.718

3.3 Site Preparation - 2016

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Biogenic 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0638	0.0858	0.8970	1.9800e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	167.3543	167.3543	167.3543	9.1500e-003	167.5464	167.5464
Total	0.0638	0.0858	0.8970	1.9800e-003	0.1677	1.4000e-003	0.1691	0.0445	1.2900e-003	0.0458	167.3543	167.3543	167.3543	9.1500e-003	167.5464	167.5464

3.4 Building Construction - 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	Biogenic CO2	Biogenic CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2.906.936	2.906.936	2.906.936	0.8768	2.925.350	2.925.350
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2.906.936	2.906.936	2.906.936	0.8768	2.925.350	2.925.350

3.4 Building Construction - 2016
Unmitigated Construction Off-Site

Category	CO2e	CO	NOx	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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

Category	CO2e	CO	NOx	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	3.5044	17.0123	38.8592	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2.906.936	2.906.936	0.8768		2,925.350
Total	3.5044	17.0123	38.8592	0.0280		2.0812	2.0812		1.9147	1.9147	0.0000	2.906.936	2.906.936	0.8768		2,925.350

3.4 Building Construction - 2016
Mitigated 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.5 Building Construction 2 - 2016
Unmitigated Construction On-Site

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	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2,906.9366	6	2,906.9366	0.8768	6	2,925.3501
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	2,906.9366	6	2,906.9366	0.8768	6	2,925.3501

3.5 Building Construction 2 - 2016
Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2.906.936 ₆	2.906.936 ₆	0.8768	0.8768	2,925.350 ₁
Total	3.5044	38.8592	17.0123	0.0280	2.0812	2.0812	2.0812	1.9147	1.9147	1.9147	0.0000	2.906.936₆	2.906.936₆	0.8768	0.8768	2,925.350₁

3.5 Building Construction 2 - 2016
Mitigated 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

3.6 Building Construction 3 - 2016
Unmitigated Construction On-Site

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	3.7642	43.1322	22.0369	0.0356	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	3,701.5321	1	3,701.5321	1.1165	1	3,724.9789
Total	3.7642	43.1322	22.0369	0.0356	2.2568	2.2568	2.2568	2.0763	2.0763	2.0763	3,701.5321	1	3,701.5321	1.1165	1	3,724.9789

3.6 Building Construction 3 - 2016
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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

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	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532	3,701.532	1.1165		3,724.978
Total	3.7642	43.1322	22.0369	0.0356		2.2568	2.2568		2.0763	2.0763	0.0000	3,701.532	3,701.532	1.1165		3,724.978

3.6 Building Construction 3 - 2016

Mitigated 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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.7 Building Construction 4 - 2016

Unmitigated Construction On-Site

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	3.3244	38.8639	16.3040	0.0308	1.9417	1.9417	1.9417	1.7864	1.7864	1.7864		3.200.0125	3.200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308	1.9417	1.9417	1.9417	1.7864	1.7864	1.7864		3.200.0125	3.200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016
Unmitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBlc-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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

Mitigated Construction On-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBlc-CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Off-Road	3.3244	38.8639	16.3040	0.0308	1.9417	1.9417	1.9417	1.7864	1.7864	1.7864	0.0000	3.200.0125	3.200.0125	0.9652		3,220.2825
Total	3.3244	38.8639	16.3040	0.0308	1.9417	1.9417	1.9417	1.7864	1.7864	1.7864	0.0000	3,200.0125	3,200.0125	0.9652		3,220.2825

3.7 Building Construction 4 - 2016

Mitigated Construction Off-Site

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	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

3.8 Building Construction 5 - 2016

Unmitigated Construction On-Site

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	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113		0.9398	0.9398		0.8646	0.8646		1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016
Unmitigated Construction Off-Site

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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated 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	1.3816	13.7058	8.2122	0.0113	0.9398	0.9398	0.9398	0.8646	0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202
Total	1.3816	13.7058	8.2122	0.0113	0.9398	0.9398	0.9398	0.8646	0.8646	0.8646	0.0000	1,178.5549	1,178.5549	0.3555		1,186.0202

3.8 Building Construction 5 - 2016

Mitigated Construction Off-Site

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic 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	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Biogenic CO2	Non-Biogenic CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT	Mitigated Annual VMT
	Weekday	Saturday	Sunday		
User Defined Commercial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Commercial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.513125	0.060112	0.180262	0.139218	0.042100	0.006630	0.016061	0.030999	0.001941	0.002506	0.004348	0.000594	0.002104

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

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
Natural Gas Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Natural Gas Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

Land Use	NaturalGas Use kBTU/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
		lb/day															
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

Land Use	NaturalGas Use kBTU/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
		lb/day															
User Defined Commercial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

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
Mitigated	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004
Unmitigated	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

6.2 Area by SubCategory

Unmitigated

SubCategory	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
Architectural Coating	3.2000e-004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.2000e-004	2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

6.2 Area by SubCategory

Mitigated

SubCategory	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBlp-CO2	Total CO2	CH4	N2O	CO2e
lb/day																
Architectural Coating	3.2000e-004				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Consumer Products	3.9600e-003				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Total	4.2900e-003	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Appendix B

AB 52 Consultation Letter

May 17, 2016

Gabrieleno Band of Mission Indians-Kizh Nation
Andrew Salas, Chairperson
P.O. Box 393
Covina, CA. 91723

Subject: AB 52 Notification for the Newhope LED Billboard Relocation Project
City of Garden Grove, County of Orange, California

Dear Mr. Salas.:

As of July 15, 2015, Public Resources Sections (PRC) 21080.1, 21080.3.1 and 21080.3.2 requires public agencies to consult with California Native American tribes that have submitted a request to be notified of projects in their traditional/cultural use areas for the purpose of mitigating impacts to tribal cultural resources pursuant to California Environmental Quality (CEQA). You are being contacted because the City is in receipt of your formal AB 52 Notification Request concerning projects located within the tribes traditional and/or cultural use area.

This letter serves as the Lead Agency's formal notification, pursuant to PRC 21080.1(d), that application for the Project is on-going. The City of Garden Grove is considering an application for the construction of relocation of a freeway oriented digital billboard. The proposed billboard will be located on a parcel on the north side of State Route-22. The sign will be approximately 75-foot tall and the digital display will be approximately 48-foot wide by 14-foot tall. There are no adjacent residential areas and no other change to the existing parcel other than construction of the billboard is proposed.

The Project occupies Sectioned 4, Township 4 South, Range 10 West as depicted on USGS Anaheim (1965) California 7.5 Minute Quadrangles (see Enclosure). The proposed project is located on 13512 Newhope Street, Garden Grove, County of Orange, California (APN 100-125-02).

Currently the project site is occupied by a law firm and auto repair shop and will not include the demolition of any existing structures or buildings. Utility connections (electrical) for the billboard will also be provided as part of the proposed project. No other structures or buildings in addition to the sign-pole and billboard facing are proposed. Construction of the sign will not require demolition, paving, or grading activities. Construction will include drilling of a hole for the sign-pole, pouring of anchors, erection of the sign-pole, and installation of the digital LED display atop the sign-pole.

If you would like the City of Garden Grove (Lead Agency) to consult with you regarding this project, please notify the City of Garden Grove Community Development Department in writing, within 30 days of this notification. Thank you for your assistance in this matter.

Sincerely,



Lee Marino, Senior Planner, Planning Division

City of Garden Grove

Enclosure: USGS 7.5 Minute Quadrangle (Anaheim)

NEWHOPE DIGITAL BILLBOARD PROJECT
Mitigated Negative Declaration: Mitigation Monitoring Reporting Program

Mitigation Measures		Monitoring Timing/Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Compliance		
					Initials	Date	Remarks
Aesthetics Mitigation Measure							
AES-1	The applicant shall demonstrate compliance with a maximum 0.3 foot-candle increase over ambient light at 250 feet from the sign face during nighttime conditions upon initial start-up through field-testing. If subsequent complaints consisting of direct personal impacts are received by the City of Garden Grove, the City shall require the applicant to fund follow-up field-testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3 foot-candle level, the dimming level shall be adjusted until this level can be demonstrated.	Prior to Issuance of Certificate of Occupancy	Field-testing	Community Development Department			
AES-2	Signs shall be installed with sensors, which automatically lower light output in accordance with atmospheric conditions (i.e. cloudy or overcast weather). Throughout sign operation, the dimness setting of the LED sign shall be adjusted in real time so it does not exceed the level of illumination identified under Mitigation Measure AE-1.	Throughout operation	Field-testing	Community Development Department			
Transportation and Traffic Mitigation Measures							
TRANS-1	The operator of the digital LED billboards shall comply with the following at all times: a) No special visual effects that include moving or flashing lights shall accompany the transition between two successive messages, and no special visual effects shall accompany any message display. b) The minimum display duration time for messages shall be not less than eight seconds, and the minimum display time between messages shall be not more than one second. c) The minimum font size shall be established for the maximum speed on SR-22 freeway. The font size standard shall be in accordance with the sign industry's best practices formula. d) Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing or using any technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device. e) In the event of any failure or combination of failures that affect the digital billboards' luminance, the operator shall impose a default to an output level no higher than 4 percent of the maximum luminance of the billboard. If this cannot be achieved, then the display shall be required to default to	Prior to Issuance of Certificate of Occupancy	Field-testing	Community Development Department			

NEWHOPE DIGITAL BILLBOARD PROJECT
Mitigated Negative Declaration: Mitigation Monitoring Reporting Program

Mitigation Measures	Monitoring Timing/Frequency	Action Indicating Compliance	Monitoring Agency	Verification of Compliance	
				Initials	Date
Remarks					
<p>The operator of the digital LED billboard shall submit, within 30 days following June 30 of each year, a written report regarding operation of each digital billboard during the preceding period of July 1 to June 30. The operator may submit a combined report for all such digital billboards operated by such operator within the SR-22 freeway corridor. The report shall, when appropriate, identify incidents or facts that relate to specific digital billboards. The report shall be submitted to the Office of the City Manager and the City Attorney, and shall include the following information:</p> <ul style="list-style-type: none"> a) Status of the operator's license as required by California Business and Professions Code para 5300 et seq; b) Status of the required permit for individual digital billboards, as required by California Business and Professions Code para. 5350 et seq; c) Compliance with the California Outdoor Advertising Act, California Business and Professions Code para 5200 and all regulations adopted pursuant to such Act; d) Compliance with California Vehicle Code para 21466.5 and 21467; e) Compliance with provisions of written agreements between the U.S. Department of Transportation and the California Department of Transportation pursuant to the federal Highway Beautification Act (23U.S.C. para.131); f) Compliance with mitigation measures and/or conditions of approval adopted as part of the project approval; g) Each written or oral complaint received by the operator, or conveyed to the operator by any government agency or any other person, regarding operation of digital billboards within the Garden Grove (SR-22) Freeway Corridor; h) Each malfunction or failure of a digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, which shall include only those malfunctions or failures that are visible to the naked eye, including reason for the malfunction, duration and confirmation of repair; and i) Operating status of each digital billboard operated by the operator within the Garden Grove (SR-22) Freeway Corridor, including estimated date of repair and return to normal operation of any digital billboard identified in the report as not operating in normal mode. 					
TRANS-2	During Operation	Field-testing	Community Development Department		